

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

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January 11, 2023

MEMORANDUM

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

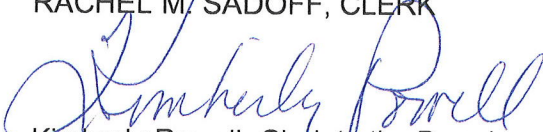
RE: Item J.3., Final Plat and Contract Approval for Fox Glen Subdivision, Developer: D. R. Horton

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

Subdivision No. 20SD00016

Project Name Fox Glen Subdivision

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 10 day of JANUARY 2023, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and DR Horton, Inc., hereinafter referred to as "PRINCIPAL."

WITNESSETH:

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

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

Infrastructure improvements consisting of water, sewer, storm drainage, roadways, sidewalks and all other improvements depicted in subdivision number 20SD00016. 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 10th day of January, 2024.

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 set their hands and seals the day and year first above written.

ATTEST:



Rachel M. Sadoff, Clerk


BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA


Rita Pritchett, Chair

As approved by the Board on: Jan. 10, 20 23.

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 acknowledged before me this 5 day of January, 20 23, by John T. Lynch who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

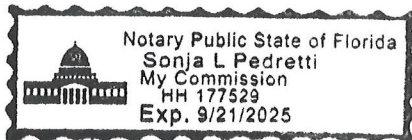
My commission expires:

S E A L

Commission Number:


Notary Public

Sonja Pedretti
Notary Name printed, typed or stamped



SURETY PERFORMANCE BOND

Bond No. SU1180832

KNOW ALL MEN BY THESE PRESENTS:

That we, D.R. Horton, Inc., hereinafter referred to as "Owner" and, Arch Insurance 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 \$5,783,648.73, 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 10 day of JANUARY, 2023, 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 _____, 20____, 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.

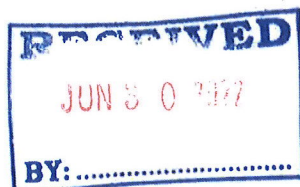
In the event that the County commences suit for the collection of any sums due hereunder, the obligors and each of them agree to pay all costs incurred by the County, including attorney's fees.

EXECUTED this 31st day of May, 2022.

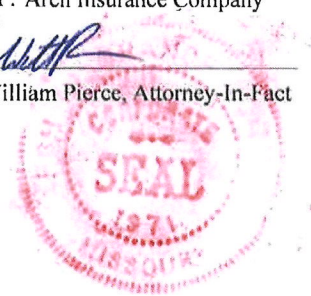
OWNER: D.R. Horton, Inc.

SURETY: Arch Insurance Company

Noah William Pierce
Noah William Pierce, Attorney-In-Fact



SCANNED



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 herein.

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 of November, 2021.

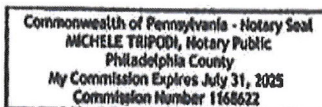
Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

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 thereto 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.



Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

CERTIFICATION

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 31st day of May, 2022.

Regan A. Shulman

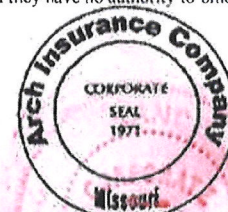
Regan A. Shulman, Secretary

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

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.



22.FM00007

PLAT PREPARED BY -
AAL LAND SURVEYING SERVICES, INC.
PROJECT #45418
DATE 11-23-22
3970 MINTON ROAD
WEST MELBOURNE, FLORIDA 32904
(321) 788-8110

FOX GLEN

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

DESCRIPTION:

A PARCEL OF LAND BEING A PORTION GOVERNMENT LOT 3 IN SECTION 31, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE RUN NORTH 00°03'37" EAST ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 528.61 FEET; THENCE SOUTH 89°56'03" EAST, A DISTANCE OF 50.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF CANAVERAL GROVES BOULEVARD (A 50 FOOT WIDE PUBLIC RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 4597, PAGE 1745, OF THE PUBLIC RECORDS OF BREVARD COUNTY) AND THE EAST RIGHT OF WAY LINE OF MORRIS AVENUE (A 50 FOOT WIDE PUBLIC RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 575, PAGE 610 OF THE PUBLIC RECORDS OF BREVARD COUNTY) SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 00°03'37" EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1242.54 FEET TO THE INTERSECTION OF THE SAID EAST RIGHT OF WAY LINE OF MORRIS AVENUE AND THE SOUTH RIGHT OF WAY LINE OF FOX PLACE (A 50 FOOT WIDE PUBLIC RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 575, PAGE 610 OF THE PUBLIC RECORDS OF BREVARD COUNTY); THENCE NORTH 88°20'24" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 790.30 FEET TO THE INTERSECTION OF SOUTH RIGHT OF WAY LINE OF FOX PLACE AND THE WEST RIGHT OF WAY LINE OF DEVOTE AVENUE (A 50 FOOT WIDE PUBLIC RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 4597, PAGE 1745 OF THE PUBLIC RECORDS OF BREVARD COUNTY); THENCE SOUTH 17°33'41" EAST ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 1087.67 FEET; THENCE SOUTH 27°53'41" EAST, A DISTANCE OF 191.71 FEET TO THE INTERSECTION OF THE SAID WEST RIGHT OF WAY LINE OF DEVOTE AVENUE AND THE SAID NORTH RIGHT OF WAY LINE OF CANAVERAL GROVES BOULEVARD; THENCE SOUTH 87°09'03" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1224.81 FEET TO THE POINT OF BEGINNING, CONTAINING 28.17 ACRES MORE OR LESS.

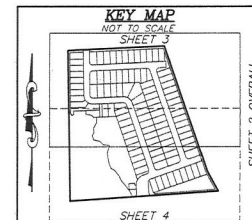
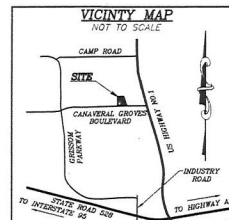
PLAT NOTES:

- THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 00°03'37" WEST ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.
- ALL PRIVATE UTILITY EASEMENTS AND PRIVATE DRAINAGE EASEMENTS CREATED BY THIS PLAT ARE FOR THE BENEFIT OF FOX GLEN NEIGHBORHOOD ASSOCIATION, INC.
- AN EASEMENT 5 FEET IN WIDTH IS HEREBY DEDICATED ADJACENT TO AND CONTIGUOUS WITH ALL SIDE LOT LINES FOR THE PURPOSE OF PROVIDING FOR INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND PRIVATE DRAINAGE, UNLESS OTHERWISE SHOWN.
- AN EASEMENT TO FEET IN WIDTH IS HEREBY DEDICATED ALONG THE FRONT ALL LOTS AND TRACTS CREATED BY THIS PLAT ADJACENT TO AND COINCIDENT WITH TRACT RD-1 FOR THE PURPOSE OF PROVIDING FOR PRIVATE DRAINAGE, AND INSTALLATION AND MAINTENANCE OF PRIVATE AND PUBLIC UTILITIES.
- A PERPETUAL NON-EXCLUSIVE PUBLIC INGRESS AND EGRESS EASEMENT IS HEREBY DEDICATED OVER AND UPON TRACT RD-1 SHOWN HEREON FOR BREVARD COUNTY, ALL GOVERNMENT AGENCIES, ALL PUBLIC AND PRIVATE UTILITY COMPANIES, AND EMERGENCY VEHICLES.
- TRACT RD-1 IS FOR THE PURPOSE OF PRIVATE RIGHT-OF-WAY, PRIVATE DRAINAGE, SIGNAGE AND PUBLIC UTILITY PURPOSES AND SHALL BE OWNED AND MAINTAINED BY FOX GLEN NEIGHBORHOOD ASSOCIATION, INC.
- TRACT RD-2 SHALL BE FOR THE PURPOSE OF PUBLIC ROAD RIGHT-OF-WAY AND SHALL BE DEDICATED TO AND MAINTAINED BY BREVARD COUNTY.
- TRACTS LD-3, AND LD-4 ARE FOR THE PURPOSE OF NATURAL BUFFER PRESERVATION, LANDSCAPING PURPOSES, IRRIGATION, SCREENING, PUBLIC SIDEWALK BACK SLOPE GRADING, PRIVATE DRAINAGE AND PUBLIC UTILITIES AND SHALL BE OWNED AND MAINTAINED BY FOX GLEN NEIGHBORHOOD ASSOCIATION, INC.
- TRACTS LD-1, LD-2, LD-5, LD-6, LD-7, LD-8 AND LD-9 ARE FOR THE PURPOSE OF LANDSCAPING PURPOSES, IRRIGATION, SCREENING, PUBLIC DRAINAGE AND PUBLIC UTILITIES AND SHALL BE OWNED AND MAINTAINED BY FOX GLEN NEIGHBORHOOD ASSOCIATION, INC.
- TRACT LS-1 SHALL BE FOR THE PURPOSE OF A SANITARY SEWER LIFT STATION SITE AND SHALL BE DEEDED TO BY SEPARATE INSTRUMENT AND MAINTAINED BY THE CITY OF COCOA.
- TRACTS ST-1 AND ST-2 ARE FOR THE PURPOSE OF STORM WATER MANAGEMENT, PRIVATE DRAINAGE, PASSIVE OPEN SPACE AND PUBLIC UTILITY PURPOSES AND SHALL BE OWNED AND MAINTAINED BY FOX GLEN NEIGHBORHOOD ASSOCIATION, INC.
- TRACT REC-1 SHALL BE FOR THE PURPOSE OF RECREATIONAL AMENITIES, PRIVATE UTILITIES, PRIVATE DRAINAGE AND OPEN SPACE AND SHALL BE OWNED AND MAINTAINED BY FOX GLEN NEIGHBORHOOD ASSOCIATION, INC.
- TRACT W-1 SHALL BE FOR THE SOLE PURPOSE OF CONSERVATION / PRESERVATION OF WETLANDS AND UPLAND BUFFERS AND SHALL BE OWNED AND MAINTAINED BY FOX GLEN NEIGHBORHOOD ASSOCIATION, INC. ACTIVITIES INCONSISTENT WITH CONSERVATION PURPOSE ARE PROHIBITED, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION, DUMPING ANY MATERIALS, CLEARING, REMOVAL AND/OR DISTURBANCE OF SOILS AND NATIVE VEGETATION.
- THIS PLAT IS SUBJECT TO ENVIRONMENTAL RESOURCE PERMIT NOTICE RECORDED IN OFFICIAL RECORDS BOOK 9407, PAGE 1494, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS TO THIS PLAT AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, AS AMENDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- 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 OWNER, AND/OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN.
- AN INGRESS AND EGRESS EASEMENT IS HEREBY DEDICATED TO BREVARD COUNTY OVER AND ACROSS ALL PRIVATE DRAINAGE EASEMENTS, PRIVATE STORM WATER TRACTS AND PRIVATE ROADWAYS FOR LAW ENFORCEMENT, EMERGENCY ACCESS AND EMERGENCY MAINTENANCE. BREVARD COUNTY IS HEREBY GRANTED THE RIGHT TO DISCHARGE DRAINAGE FROM THE PUBLIC RIGHT OF WAYS SHOWN HEREON AS MORRIS AVENUE, FOX PLACE, DEVOTE AVENUE, AND CANAVERAL GROVES BOULEVARD INTO AND THROUGH THE PRIVATE DRAINAGE EASEMENTS AND TRACTS CREATED BY THIS PLAT.
- ALL LOT AND TRACT OWNERS SHALL SHARE EQUALLY IN THE REPAIR AND MAINTENANCE OF THE PRIVATE DRAINAGE CONVEYANCE EASEMENTS SHOWN HEREON AS DESCRIBED IN THE COVENANTS AND RESTRICTIONS AND/OR HOMEOWNERS ASSOCIATION DOCUMENTS.
- BREVARD COUNTY SHALL NOT HAVE ANY RESPONSIBILITY REGARDING THE MAINTENANCE, REPAIR AND/OR RESTORATION OF ANY LOT DRAINAGE, STORM WATER PIPES, STORM WATER STRUCTURES OR ASSOCIATED STORM WATER MANAGEMENT FACILITIES LOCATED WITHIN THE LIMITS OF ANY DRAINAGE EASEMENT AND/OR DRAINAGE TRACT SHOWN GRAPHICALLY OR DESCRIBED IN NOTES HEREON AS PRIVATE.
- EACH LOT OWNER PURCHASING A LOT SHOWN ON THIS PLAT CONSENTS TO THE IMPOSITION OF A MUNICIPAL SERVICE BENEFIT UNIT BY BREVARD COUNTY OR OTHER GOVERNMENTAL ENTITY FOR MAINTENANCE OF COMMON AREAS IN THE EVENT OF THE FAILURE OF THE HOMEOWNERS' ASSOCIATION TO MAINTAIN PROPERLY THE COMMON AREAS IN CONFORMANCE WITH THE APPLICABLE REGULATORY PERMITS OR OTHER APPLICABLE REGULATIONS. AN EASEMENT TO THE COMMON AREA MUST BE GRANTED TO BREVARD COUNTY PRIOR TO ESTABLISHMENT OF AN MSBU.
- ALL PLATTED PUBLIC UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICE; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND/OR OPERATION OF CABLE TELEVISION SERVICE WILL INTERFERE WITH THE FACILITIES AND SERVICE OF THE ELECTRICAL, TELEPHONE, GAS, WATER, OR OTHER PUBLIC UTILITY. IN THE EVENT THAT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- BREVARD COUNTY BENCHMARK D6A29 IS LOCATED WITHIN THE LIMITS OF FOX GLEN PHASE ONE AND BREVARD COUNTY BENCHMARK E648 2010 IS LOCATED ADJACENT TO THE LIMITS OF THESE PLAT BOUNDARIES. FOR VERTICAL CONTROL DATA CONTACT THE BREVARD COUNTY SURVEYING AND MAPPING DEPARTMENT.
- THE COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S EAST ZONE NORTH AMERICAN DATUM OF 1983 AND READJUSTED IN 2011 (NAD83/11). STATION "70 92 OPS 17" WAS HELD FIXED AND STATION "OPS ZACK" FOR ROTATION BEING -000°37". THE COORDINATE VALUES SHOWN ON THE PLAT WERE COMPUTED USING AUTOCAD LAND DEVELOPMENT DESKTOP. A PROJECT SCALE FACTOR OF 0.9999478299 WAS USED TO CONVERT GROUND TO GRID DISTANCE. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCE TO GRID DISTANCE. ALL VALUES SHOWN ARE IN US SURVEY FEET. ALL DISTANCES SHOWN ARE GROUND DISTANCES.
- IN THE EVENT THAT BREVARD COUNTY DISTURBS THE SURFACE OF A PRIVATE STREET DUE TO MAINTENANCE, REPAIR OR REPLACEMENT OF A PUBLIC IMPROVEMENT LOCATED THEREIN, THEN THE COUNTY SHALL BE RESPONSIBLE FOR RESTORING THE STREET SURFACE ONLY TO THE EXTENT WHICH WOULD BE REQUIRED IF THE STREET WERE A PUBLIC STREET IN ACCORDANCE WITH COUNTY SPECIFICATIONS.
- SEE BRINDING DEVELOPMENT PLAN RECORDED IN OFFICIAL RECORDS BOOK 8399, PAGE 2660, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- ALL LOT LINES ARE RADIAL UNLESS NOTED OTHERWISE.
- THIS PLAT IS SUBJECT TO NOTICE OF COMMENCEMENT RECORDED IN OFFICIAL RECORDS BOOK 9451, PAGE 2479, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THIS PLAT IS SUBJECT TO NOTICE OF COMMENCEMENT RECORDED IN OFFICIAL RECORDS BOOK 9451, PAGE 2480 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

STATION NAME	STATION NGS PID	NORTHING	EASTING	LATITUDE	SCALE FACTOR	CONVERGENCE
70 92 OPS 17	AK7493	1493572.53	732312.29	28°26'32.1448"	0.99994782	06°06'48.3"
OPS ZACK	D08709	1490381.74	733166.39	28°26'00.3345"	0.99994787	06°06'50.7"

NORTH AMERICAN DATUM OF 1983/2011 (NAD 83/11)

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEFINITION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND IN ALL CIRCUMSTANCES BE SUPERSEDING IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



TRACT	AREA	USE	OWNER AND MAINTENANCE RESPONSIBILITY
RD-1	4.15 AC.	PRIVATE ROAD, PUBLIC UTILITIES, PRIVATE DRAINAGE, SIGNAGE	FOX GLEN HOMEOWNERS ASSOCIATION, INC.
RD-2	0.09 AC.	PUBLIC ROAD	BREVARD COUNTY
ST-1	0.78 AC.	PRIVATE DRAINAGE	FOX GLEN HOMEOWNERS ASSOCIATION, INC.
ST-2	2.35 AC.	PRIVATE DRAINAGE	FOX GLEN HOMEOWNERS ASSOCIATION, INC.
REC-1	0.28 AC.	RECREATION, ACTIVE OPEN SPACE, LANDSCAPING, IRRIGATION, SCREENING	FOX GLEN HOMEOWNERS ASSOCIATION, INC.
LD-1	0.06 AC.	LANDSCAPING, IRRIGATION, SCREENING	FOX GLEN HOMEOWNERS ASSOCIATION, INC.
LD-2	0.05 AC.	LANDSCAPING, IRRIGATION, SCREENING	FOX GLEN HOMEOWNERS ASSOCIATION, INC.
LD-3	0.82 AC.	NATURAL BUFFER PRESERVATION, LANDSCAPING, IRRIGATION, SCREENING	FOX GLEN HOMEOWNERS ASSOCIATION, INC.
LD-4	0.21 AC.	NATURAL BUFFER PRESERVATION, LANDSCAPING, IRRIGATION, SCREENING	FOX GLEN HOMEOWNERS ASSOCIATION, INC.
LD-5	0.13 AC.	LANDSCAPING, IRRIGATION, SCREENING	FOX GLEN HOMEOWNERS ASSOCIATION, INC.
LD-6	0.11 AC.	LANDSCAPING, IRRIGATION, SCREENING	FOX GLEN HOMEOWNERS ASSOCIATION, INC.
LD-7	0.05 AC.	LANDSCAPING, IRRIGATION, SCREENING	FOX GLEN HOMEOWNERS ASSOCIATION, INC.
LD-8	0.10 AC.	LANDSCAPING, IRRIGATION, SCREENING	FOX GLEN HOMEOWNERS ASSOCIATION, INC.
LD-9	0.09 AC.	LANDSCAPING, IRRIGATION, SCREENING	FOX GLEN HOMEOWNERS ASSOCIATION, INC.
LS-1	0.07 AC.	PUBLIC LIFT STATION, LANDSCAPING, IRRIGATION, SCREENING	CITY OF COCOA
W-1	5.31 AC.	WETLAND CONSERVATION / PRESERVATION	FOX GLEN HOMEOWNERS ASSOCIATION, INC.

FOR OFFICIAL INFORMATION SEE PLAT NOTES AND PLAT DEDICATION.

PLAT BOOK _____ PAGE _____
SHEET 1 OF 4
SECTION 31, TWP. 23 S., RANGE 36 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the company named below, being the owner in fee simple of the lands described in

FOX GLEN

herely dedicates said lands and plot for the uses and purposes therein expressed as follows: Tract RD-1 is hereby declared to be a private road and said remain private and is dedicated to Fox Glen Neighborhood Association, Inc. for road right-of-way and drainage purposes subject to an easement dedicated to Brevard County public utilities and other public agencies for the purposes of access, installation, operation, inspection and maintenance of public utilities and for emergency purposes. And hereby dedicates the public road "Tract RD-2" as described in note #7 to Brevard County and hereby dedicates Tract LS-1 as described in note #10 and graphically shown for the purpose of public lift station facilities. It being the intention of the undersigned that all other tracts created by this plot be privately owned and maintained by each Tract Owner. The notes herein are hereby adopted by the undersigned, and the dedications made in said notes are hereby included in this dedication.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and attested to by the officer named below

By: *[Signature]*
D.R. Horton, Inc., a Delaware Corporation
1430 Osler Drive,
Miami, Florida 33137
State of Florida, County of Brevard

Signed and sealed in the presence of:

[Signature]
Kathleen Smith
(Print name)
[Signature]
Tashia Gregualt
(Print name)

STATE OF FLORIDA, COUNTY OF BREVARD

THIS IS TO CERTIFY, the foregoing instrument was acknowledged before me, by means of *[Signature]* presence or *[Signature]* notarization, this 12th day of December, 2022 by Keith V. Williams as Division President, on behalf of the company. He is personally known to me or has produced as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

[Signature]
Pamela Grange
(Print name)
NOTARY PUBLIC
County and State of Florida
My Commission Number: 64940
My Commission Expires: 02/27/2024



CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on AUGUST 3, 2022 he completed a boundary survey of the lands shown in the foregoing plat, and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes and 62-284(c)(4) as amended and that said plat is located in Brevard County, Florida.

[Signature]
Andrew W. Powshok, P.L.S.
AAL Land Surveying Services, Inc.
3970 Minton Road
West Melbourne, Florida 32904
ID: 000682 Certificate of Authorization Number

CERTIFICATE OF REVIEWING SURVEYOR

FOR BREVARD COUNTY
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes and County Ordinance 62-284(c)(4) as amended.

County Land Surveyor for Brevard County

MICHAEL J. SWEENEY, P.L.S.

CERTIFICATE OF ACCEPTANCE OF DEDICATION

BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That Board of County Commissioners hereby accept all easements dedicated to the public.

Rita Pritthett, Chair

ATTEST:

Clerk of the Board

CERTIFICATE OF APPROVAL BY
BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on _____, the foregoing plat was approved by the Board of County Commissioners of Brevard County, Florida.

Rita Pritthett, Chair

ATTEST:

Clerk of the Board

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1, Florida Statutes, and was filed for record on _____ at _____ File Number _____

Clerk of the Circuit Court
in and for Brevard County, Florida

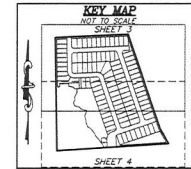
PLAT PREPARED BY -
AAL LAND SURVEYING SERVICES, INC.
PROJECT #45418
DATE: 11-23-23
3970 MINTON ROAD
WEST MELBOURNE, FLORIDA 32904
(321) 768-8110

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

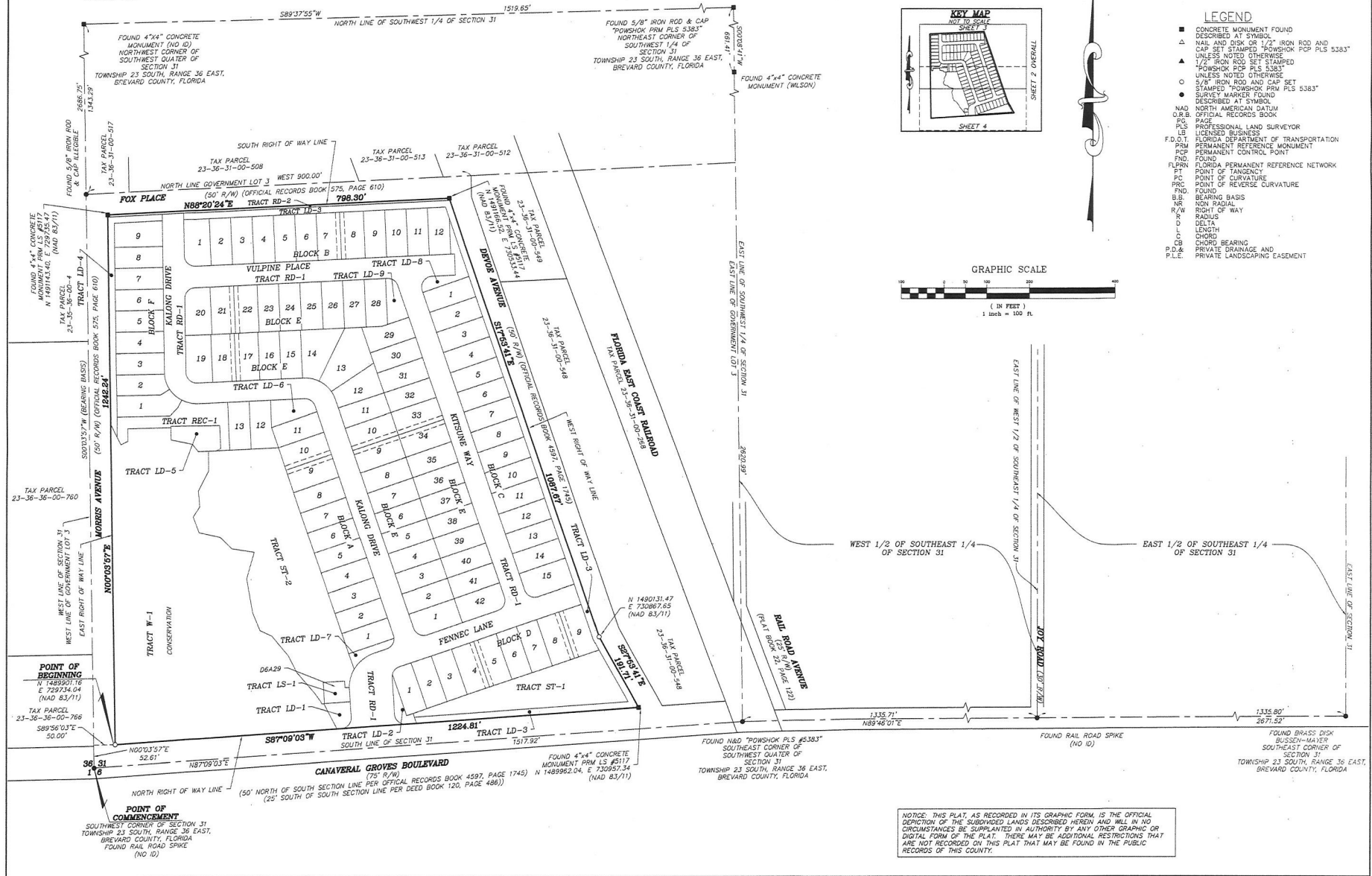
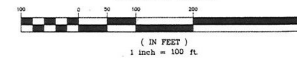
PLAT BOOK _____ PAGE _____
SHEET 2 OF 4
SECTION 31 TWP. 23 S., RANGE 36 E.

LEGEND

- CONCRETE MONUMENT FOUND DESCRIBED AT SYMBOL
- △ NAIL AND DISK OR 1/2" IRON ROD AND CAP SET STAMPED "POWSHOK PCP PLS 5383" UNLESS NOTED OTHERWISE
- ▲ 1/2" IRON ROD SET STAMPED "POWSHOK PCP PLS 5383" UNLESS NOTED OTHERWISE
- 5/8" IRON ROD AND CAP SET STAMPED "POWSHOK PCP PLS 5383" UNLESS NOTED OTHERWISE
- SURVEY MARKER FOUND DESCRIBED AT SYMBOL
- NAD NORTH AMERICAN DATUM
- O.R.B. OFFICIAL RECORDS BOOK
- P.L.S. PROFESSIONAL LAND SURVEYOR
- LE LICENSED BUSINESS
- F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
- PRM PERMANENT REFERENCE MONUMENT
- PCP PERMANENT CONTROL POINT
- PND FOUND
- FLPRN FLORIDA PERMANENT REFERENCE NETWORK
- PT POINT OF TANGENCY
- PC POINT OF CURVATURE
- PRC POINT OF REVERSE CURVATURE
- B.B. BEARING BASIS
- BND FOUND
- NR NON RADIAL
- R/W RIGHT OF WAY
- R RADIUS
- Δ DELTA
- L LENGTH
- CH CHORD
- CB CHORD BEARING
- P.D. & PRIVATE DRAINAGE AND
- P.L.E. PRIVATE LANDSCAPING EASEMENT



GRAPHIC SCALE



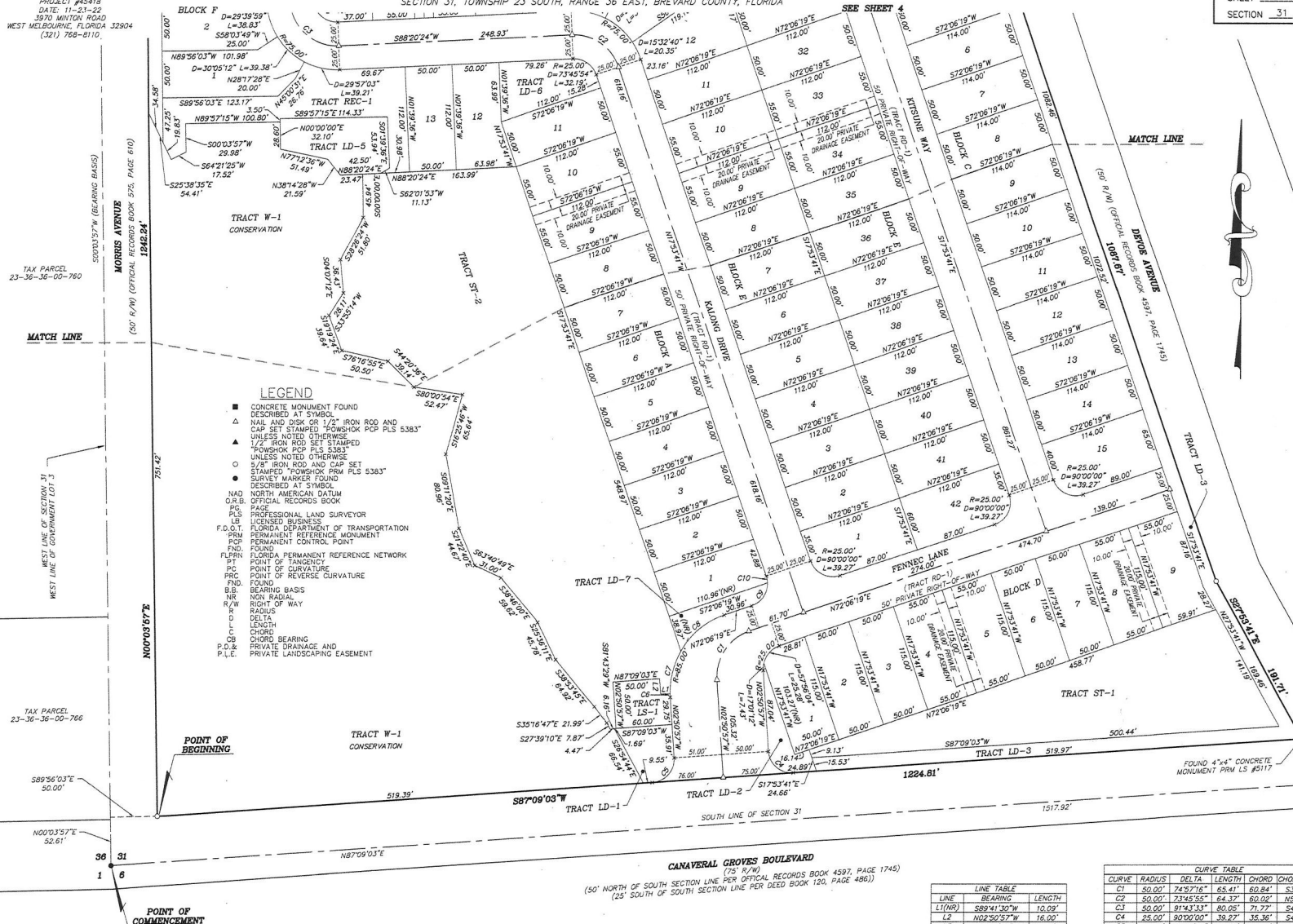
NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DETECTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPERSEDENED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PLAT PREPARED BY -
AAL LAND SURVEYING SERVICES, INC.
PROJECT #45418
DATE: 11-21-22
3970 MINTON ROAD
WEST MELBOURNE, FLORIDA 32904
(321) 768-0110

FOX GLEN

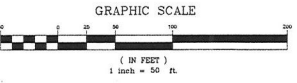
SECTION 31, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA
LYING IN A PORTION OF GOVERNMENT LOT 3,

PLAT BOOK _____ PAGE _____
SHEET 3 OF 4
SECTION 31 TWP. 23 S., RANGE 36 E.



- LEGEND**
- CONCRETE MONUMENT FOUND DESCRIBED AT SYMBOL
 - IRON ROD AND CAP SET STAMPED POWHOK PCP PLS 5383
 - UNLESS NOTED OTHERWISE 1/2" IRON ROD SET STAMPED POWHOK PCP PLS 5383
 - UNLESS NOTED OTHERWISE 5/8" IRON ROD AND CAP SET STAMPED POWHOK PCP PLS 5383
 - SURVEY MARKER FOUND DESCRIBED AT SYMBOL
 - NAD 83 NORTH AMERICAN DATUM
 - O.R.B. OFFICIAL RECORDS BOOK
 - P.G. PROFESSIONAL LAND SURVEYOR
 - L.B. LICENSED BUSINESS
 - F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
 - P.R.M. PERMANENT REFERENCE MONUMENT
 - P.C.P. PERMANENT CONTROL POINT
 - F.N.D. FOUND FLORIDA PERMANENT REFERENCE NETWORK
 - P.T. POINT OF TANGENCY
 - P.C. POINT OF CURVATURE
 - P.R.C. POINT OF REVERSE CURVATURE
 - F.N.D. FOUND FLORIDA PERMANENT REFERENCE NETWORK
 - P.T. POINT OF TANGENCY
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 - B.B. BEARING BASIS
 - N.R. NON RADIAL
 - R/W RIGHT OF WAY
 - R.D. RADIUS
 - L.C. LENGTH
 - C.D. CHORD BEARING
 - P.O.S. PRIVATE DRAINAGE AND PRIVATE LANDSCAPING EASEMENT

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LINE	BEARING	LENGTH
L1	S89°11'00"W	10.00'
L2	N02°50'57"W	16.00'
L3	S87°09'01"W	1.10'
L4	S22°54'14"E	118.24'
L5	N82°06'19"E	2.00'
L6	S27°53'41"E	23.00'
L7	N82°06'19"E	1.98'
L8	N82°06'19"E	1.02'

CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	50.00'	74°57'16"	65.41'	60.84'	S34°37'41"W
C2	50.00'	21°45'35"	64.37'	60.02'	N54°48'36"W
C3	50.00'	87°43'11"	80.00'	71.27'	S45°47'40"E
C4	25.00'	90°00'00"	39.27'	35.36'	S47°50'57"E
C5	25.00'	90°00'00"	39.27'	35.36'	N42°09'03"E
C6	85.00'	23°14'11"	3.80'	3.80'	S01°34'06"E
C7	85.00'	31°08'40"	46.20'	45.64'	S15°17'05"W
C8	85.00'	41°14'54"	61.19'	59.88'	S51°28'52"W
C9	25.00'	23°28'52"	32.05'	29.90'	N35°22'53"E
C10	25.00'	16°33'08"	7.22'	7.20'	N09°37'07"W

PLAT PREPARED BY -
AAL LAND SURVEYING SERVICES, INC.

PROJECT #45418
DATE: 11-23-22
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PLAT BOOK _____ PAGE _____
SHEET 4 OF 4
SECTION 31 TWP. 23 S., RANGE 36 E.

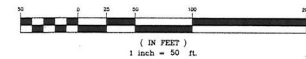
CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C2	50.00'	73°45'56"	64.37'	60.02'
C3	50.00'	91°43'33"	80.05'	71.77'
C11	25.00'	106°14'05"	46.35'	39.89'

LEGEND

- CONCRETE MONUMENT FOUND DESCRIBED AT SYMBOL
- NAIL AND DISK OR 1/2" IRON ROD AND CAP SET STAMPED "POW-HOK POP PLS 5383"
- UNLESS NOTED OTHERWISE
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- D. DELTA
 CHORD | || D.O.B. | CHORD |
| P.D.R. | CHORD BEARING |
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GRAPHIC SCALE



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Location Map



Buffer Boundary in Dark Orange

Subject Property in Orange

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

