

Subdivision No. 19SD00014

Project Name Egret's Landing Phase 4

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 10th day of December 2019, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and Egret's Landing MI, LLC, 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 19SD00014. 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 1st day of July, 2020.

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 \$ 1,020,395.00 . 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:



Scott Ellis, Clerk

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**

Bryan Andrew Lober

Bryan Lober, Chair

As approved by the Board on: Dec. 10, 2019.

WITNESSES:

Kelly A. Campbell

Jay Hottle

PRINCIPAL:

Ronald W. Wolf

Ronald W. Wolf, as President

DATE

11/8/19

State of: Pennsylvania

County of: Allegheny

The foregoing instrument was acknowledged before me this 8 day of November 2019, by Ronald W. Wolf who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

My commission expires: 1/20/22

S E A L

Commission Number: 1221216

Kelly A. Campbell

Notary Public

Kelly A. Campbell

Notary Name printed, typed or stamped

Commonwealth of Pennsylvania - Notary Seal
Kelly A. Campbell, Notary Public
Allegheny County
My commission expires January 20, 2022
Commission number 1221216
Member, Pennsylvania Association of Notaries

SURETY PERFORMANCE BOND**KNOW ALL MEN BY THESE PRESENTS:**

That we, Egret's Landing MI, LLC, hereinafter referred to as "Owner" and, Atlantic Specialty 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 \$ 1,020,395.00, 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 10th day of December, 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 July 1st, 2020, 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. The aggregate liability of the Surety shall not exceed the amount of the Bond for any cause or reason.

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 17 day of October, 2019.

OWNER: Egret's Landing MI, LLC

Ronald W. W. J. Attorney

SURETY: Atlantic Specialty Insurance Company

Karen Bachy
Karen Bachy, Attorney-in-Fact

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





Power of Attorney

Surety Bond No: 800035996

Principal: Egret's Landing MI, LLC

Obligee: Board of County Commissioners of Brevard County, Florida

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Karen Bachy, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fourteenth day of October, 2015.

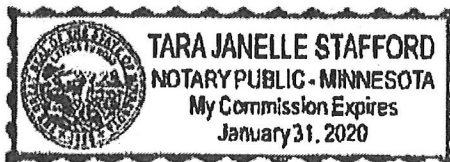
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this fourteenth day of October, 2015, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 17th day of October, 2019.



James G. Jordan, Assistant Secretary

EGRETS LANDING Phase 4

A RE-PLAT OF TRACT FP4 OF EGRETS LANDING PHASE 1, AS RECORDED IN PLAT BOOK 63, PAGES 1 THROUGH 10, BREVARD COUNTY PUBLIC RECORDS, SECTION 35, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.

PLAT NOTES:

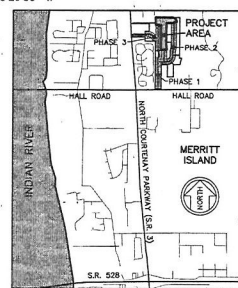
- BEARINGS HEREON ARE BASED UPON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 36 EAST, AS MONUMENTED, BEING: N. 00°09'45" E., AN ASSUMED BEARING.
- THE RECORDING OF THIS PLAT CREATES A NONEXCLUSIVE PUBLIC EASEMENT 10 FEET IN WIDTH ACROSS THE FRONT OF ALL LOTS AND TRACT U PARALLEL WITH AND ADJACENT TO ALL ROAD RIGHTS-OF-WAY WITH THE EXCEPTION OF LANDS OUTSIDE THE BOUNDARY OF THE PLAT AND ARE HEREBY DEDICATED FOR THE INSTALLATION OF ELECTRIC AND OTHER PUBLIC UTILITIES.
- AS UTILIZED IN THE NOTES AND AS SHOWN HEREON, THE TERM "PUBLIC UTILITY" EASEMENT SHALL SPECIFICALLY INCLUDE BUT NOT BE LIMITED TO THE PROVISION OF ELECTRIC SERVICE BY FLORIDA POWER AND LIGHT CO. AND SHALL NOT EXCLUDE OTHER SUPPLIERS OF ELECTRICITY.
- ALL PLATTED PUBLIC UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED HOWEVER NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE ROUTES AND SERVICES OF AN ELECTRIC, GAS, TELEPHONE, 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.
- ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR EGRETS LANDING COMMUNITY HOMEOWNERS ASSOCIATION, INC. TO MAINTAIN.
- 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 EGRETS LANDING COMMUNITY HOMEOWNERS ASSOCIATION, INC. 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 ESTABLISHING THE COMMON AREA.
- TRACT U MUST BE CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY EGRETS LANDING COMMUNITY HOMEOWNERS ASSOCIATION, INC. AS A UTILITY TRACT. THEIR USE IS PASSIVE.
- TRACT AA IS A BUFFER AND DRAINAGE TRACT MUST BE CONVEYED TO, CONTROLLED BY AND MAINTAINED BY EGRETS LANDING COMMUNITY HOMEOWNERS ASSOCIATION, INC. THEIR USE IS PASSIVE.
- AN INGRESS AND EGRESS EASEMENT IS HEREBY DEDICATED TO BREVARD COUNTY OVER AND ACROSS ALL PRIVATE DRAINAGE EASEMENTS, PRIVATE STORMWATER TRACTS AND PRIVATE ROADWAYS FOR LAW ENFORCEMENT, EMERGENCY ACCESS AND EMERGENCY MAINTENANCE.
- MAINTENANCE OF ALL DRAINAGE STRUCTURES, EASEMENTS AND STORMWATER FACILITIES IS THE RESPONSIBILITY OF EGRETS LANDING COMMUNITY HOMEOWNERS ASSOCIATION, INC.
- THE FOLLOWING INFORMATION WAS LISTED ON THE CERTIFICATE FOR THE FILING OF A SUBDIVISION PLAT ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY UNDER FILE NO. 2037-4446795, DATED AUGUST 18, 2019, AND REVIEWED FOR THIS PLAT:
ET-1 - OFFICIAL RECORDS BOOK 7228, PAGE 449 - BINDING DEVELOPMENT AGREEMENT ENCUMBERS ENTIRE EGRETS LANDING (NOT SHOWN).
F2 - OFFICIAL RECORDS BOOK 7508, PAGE 568 - ADOPT PERMIT NOTICE AUTHORIZING WETLAND IMPACT; ENCUMBERS ENTIRE EGRETS LANDING (NOT SHOWN).
- BENCHMARKS PLT "D6A18 2018", AND "D6A19 2018" ARE LOCATED WITHIN THE BOUNDARIES AND/OR VICINITY OF THE PLAT. PLEASE CALL THE COUNTY SURVEYING OFFICE OR VISIT THE WEBSITE TO OBTAIN THE VERTICAL DATA.
- OFFICIAL RECORDS BOOK 7768 PAGE 2882-DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EGRETS LANDING, AS AMENDED BY THAT CERTAIN SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EGRETS LANDING TO BE RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. CONTINGUOUSLY HEREWIT, REFER TO OFFICIAL RECORD BOOK _____ PAGE _____ BREVARD COUNTY PUBLIC RECORDS.
- THE COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM OF FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 AS ADJUSTED IN 2011 (N.A.D. 83/11) AND ARE PROVIDED TO COMPLY WITH BREVARD COUNTY SITE PLAN REQUIREMENTS. ALL DISTANCES DEPICTED HEREON ARE GROUND DISTANCES. THE FOLLOWING HORIZONTAL CONTROL STATIONS WERE UTILIZED TO ESTABLISH THE STATE PLANE COORDINATES SHOWN HEREON:
STATION NAME: P 207 (P.D.: 4K2145);
NORTHINGS: 1,504,607.10; EASTINGS: 749,822.16;
LATITUDE: 28°28'23.0095"(N);
LONGITUDE: 080°42'30.54233"(W);
COMBINED SCALE FACTOR: 0.99995123;
CONVERGENCE: 00°08'20.3".
STATION NAME: BREVARD GPS 1039 (P.D.: AK7500);
NORTHINGS: 1,480,186.19; EASTINGS: 750,879.41;
LATITUDE: 28°21'19.0783"(N);
LONGITUDE: 080°42'19.37167"(W);
COMBINED SCALE FACTOR: 0.99995146;
CONVERGENCE: 00°08'24.5".
STATION NAME: BREVARD GPS 1040 (P.D.: AK7501);
NORTHINGS: 1,480,183.12; EASTINGS: 750,307.32;
LATITUDE: 28°21'19.0783"(N);
LONGITUDE: 080°42'19.37167"(W);
COMBINED SCALE FACTOR: 0.99995223;
CONVERGENCE: 00°08'43.2".

CONDITIONAL CALLS:

- EASTERN LINE OF THE PLAT OF EGRETS LANDING PHASE 3
- NORTHERLY LINE OF THE PLAT OF EGRETS LANDING PHASE 3
- WESTERN LINE OF TRACT FP4 OF THE PLAT OF EGRETS LANDING PHASE 1
- NORTHERLY LINE OF TRACT FP4 OF THE PLAT OF EGRETS LANDING PHASE 1
- WESTERN LINE OF THE PLAT OF EGRETS LANDING PHASE 2
- NORTHERLY LINE OF THE PLAT OF EGRETS LANDING PHASE 2
- WESTERN LINE OF TRACT 01 OF THE PLAT OF EGRETS LANDING PHASE 2
- WESTERN LINE OF TRACT 01 OF THE PLAT OF EGRETS LANDING PHASE 2
- SOUTHERLY LINE OF TRACT 01 OF THE PLAT OF EGRETS LANDING PHASE 2

LEGEND:

- RADIUS
- CENTRAL ANGLE
- ARC LENGTH
- CHORD BEARING
- BUSSEN-MAYER ENGINEERING GROUP PERMANENT CONTROL
- PCP PERMANENT REFERENCE MONUMENT
- POINT-OF-INTERSECTION IDENTIFICATION
- CERTIFIED CORNER RECORD HOMEOWNERS' ASSOCIATION ORIGIN-OF-WAY
- PLAT BOOK
- OFFICIAL RECORDS BOOK (PAGE(S))
- RADIAL LINE
- NOT TO SCALE
- NOT TANGENT
- FOUND 4" SQUARE CONCRETE MONUMENT STAMPED "PRM L52351"
- FOUND 5/8" REBAR WITH SURVEYOR'S CAP STAMPED "PRM L52351"
- POINT-OF-INTERSECTION IDENTIFICATION
- SET 4" CONCRETE PERMANENT REFERENCE MONUMENT WITH DISK "PRM BMEG LB35353"
- SET 4" CONCRETE PERMANENT REFERENCE MONUMENT WITH DISK "PRM BMEG LB35353"



VICINITY MAP

DESCRIPTION:

A PARCEL OF LAND BEING TRACT FP4 OF THE PLAT OF EGRETS LANDING PHASE 1, AS RECORDED IN PLAT BOOK 63, PAGES 1 THROUGH 10 OF THE PUBLIC RECORDS OF BREVARD COUNTY, LYING IN THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF TRACT U OF THE PLAT OF EGRETS LANDING PHASE 3, AS RECORDED IN PLAT BOOK 67, PAGES 30 THROUGH 32 OF SAID PUBLIC RECORDS; THENCE ALONG THE EASTERLY AND NORTHERLY LINES OF SAID EGRETS LANDING PHASE 3 THE FOLLOWING (8) COURSES AND DISTANCES TO WIT: THENCE N 00°13'07" E, A DISTANCE OF 480.00 FEET; THENCE N 89°46'53" W, A DISTANCE OF 120.00 FEET; THENCE N 00°13'07" E, A DISTANCE OF 36.33 FEET; THENCE N 89°46'53" W, A DISTANCE OF 170.66 FEET; THENCE N 00°13'07" E, A DISTANCE OF 95.01 FEET; THENCE N 89°46'53" W, A DISTANCE OF 14.62 FEET TO THE WEST LINE OF SAID TRACT FP4; THENCE ALONG THE WESTERLY AND NORTHERLY LINES OF SAID TRACT FP4 THE FOLLOWING (2) COURSES AND DISTANCES TO WIT: THENCE N 00°09'58" E, A DISTANCE OF 301.85 FEET; THENCE S 89°50'01" E, A DISTANCE OF 954.62 FEET TO THE NORTHEAST CORNER OF THE PLAT OF EGRETS LANDING PHASE 2, AS RECORDED IN PLAT BOOK 65, PAGES 86 THROUGH 88 OF SAID PUBLIC RECORDS; THENCE ALONG THE WESTERLY AND NORTHERLY LINES OF SAID EGRETS LANDING PHASE 2 THE FOLLOWING (5) COURSES AND DISTANCES TO WIT: THENCE S 00°32'32" E, A DISTANCE OF 14.85 FEET TO A POINT ON A NON-TANGENT 185.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST AND HAVING A CHORD BEARING OF S 44°52'39" E, THENCE SOUTHEASTERLY, ALONG AN ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 80°07'57", AN ARC DISTANCE OF 306.76 FEET TO THE POINT OF TANGENCY; THENCE S 00°11'19" W, A DISTANCE OF 41.02 FEET; THENCE N 89°46'53" W, A DISTANCE OF 120.00 FEET; THENCE S 00°11'19" W, A DISTANCE OF 53.81 FEET; THENCE N 89°56'38" W, A DISTANCE OF 434.71 FEET TO THE NORTHEAST CORNER OF TRACT 02 OF SAID EGRETS LANDING PHASE 2; THENCE ALONG SAID TRACT 02 AND TRACT 01 OF SAID EGRETS LANDING PHASE 1 THE FOLLOWING (3) COURSES AND DISTANCES TO WIT: THENCE S 00°13'07" W, A DISTANCE OF 118.54 FEET TO A POINT-OF-CURVATURE OF A 1500.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 11°13'55", THENCE SOUTHERLY, ALONG AN ARC OF SAID CURVE, AN ARC DISTANCE OF 294.05 FEET TO THE POINT-OF-REVERSE CURVATURE OF A 745.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 30°40'08", THENCE SOUTHERLY, ALONG AN ARC OF SAID CURVE, AN ARC DISTANCE OF 59.91 FEET TO THE NORTHERLY LINE OF SAID EGRETS LANDING PHASE 1; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES TO WIT: THENCE N 89°46'53" W, A DISTANCE OF 131.18 FEET TO A POINT ON A NON-TANGENT 1600.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST AND HAVING A CHORD BEARING OF N 09°20'30" W, THENCE NORTHERLY, ALONG AN ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°44'25", AN ARC DISTANCE OF 20.93 FEET; THENCE S 81°01'42" W, A DISTANCE OF 43.26 FEET TO A POINT ON A NON-TANGENT 25.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST AND HAVING A CHORD BEARING OF S 40°36'14" W, THENCE SOUTHWESTERLY, ALONG AN ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 99°09'37", AN ARC DISTANCE OF 116.78 FEET TO THE SOUTHEAST CORNER OF SAID EGRETS LANDING PHASE 3; THENCE N 00°13'07" E, ALONG SAID EASTERLY LINE OF SAID EGRETS LANDING PHASE 3, A DISTANCE OF 924.94 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 18.61 ACRES (810,662 SQUARE FEET) MORE OR LESS.

PLAT BOOK _____ PAGE _____
SHEET 1 OF 2
SECTION 35, TWP. 23 S., RANGE 36 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT EGRETS LANDING M, LLC, a Florida Limited Liability Company, being the Owners in fee simple, of the lands described:

EGRETS LANDING PHASE 4

Herby dedicates said lands and plot for the uses and purposes herein expressed and hereby dedicates public right-of-way of Hebron Drive and Shannock Avenue, and public drainage and utility easements as shown hereon to Brevard County, and further herby dedicates an easement for emergency access and emergency repair over the private drainage easements and Tracts U, and AA to Brevard County. Except as expressly provided no other easements are hereby dedicated to the public, it being the intention of the undersigned that all other easements and common areas shown hereon be privately owned and maintained and that the public and Brevard County have no right or interest therein.

EGRETS LANDING M, LLC, a Florida limited liability company.

Witnesses:
Print Name: *Robert W. Wolf* Robert W. Wolf, Authorized Representative
Print Name: *Randy G. Givens* Randy G. Givens
Print Name: *David A. Szymanski* David A. Szymanski

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 14th day of August, 2019, by Robert W. Wolf, as authorized representative of EGRETS LANDING M, LLC, a Florida limited liability company, on behalf of the Company. Said Person (✓) is personally known to me, or () has produced _____ as identification.

Notary Public - State of Florida

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I have examined the foregoing plat and find that it complies in form and content with the requirements of Chapter 177, Part 1, Florida Statutes, and was filed for record on 08/13/2019 at _____ File No. _____

Clerk of the Circuit Court, Fla.

CERTIFICATE OF APPROVAL

BY BOARD OF COUNTY COMMISSIONERS
THIS IS TO CERTIFY, THAT the foregoing plat was approved by the Board of County Commissioners of Brevard County, Florida.

Chairman of the Board
ATTEST: _____

CERTIFICATE OF PLATTING SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor in the state of Florida, does hereby certify that on August 13, 2019

he completed a boundary survey of the lands as shown in the foregoing plat; that said plat is a correct representation of the lands therein described and plotted; that permanent reference monuments have been placed as shown thereon and that said plat complies with all the survey requirements of Chapters 177, 179, Florida Statutes and Brevard County Code Section 6-284(c)(4) and that the said land is located in Brevard County, Florida, No. 4524

J. BARRY CABANISS, STATE OF FLORIDA, No. 4524
BOSCH-WATERS ENGINEERING, P.A., No. 4524
100 PARNELL STREET, SUITE 200, MERRITT ISLAND, FLORIDA 32953

CERTIFICATE OF APPROVAL SURVEYOR

I hereby certify that I have reviewed the foregoing plat and find that it complies with all the requirements of Chapter 177, Part 1, Florida Statutes, and County Ordinance 62-284(c)(4) as amended.

MICHAEL J. SNEYDY, P.S.M. - COUNTY SURVEYOR Registration No. 4870

CERTIFICATE OF ACCEPTANCE OF DEDICATION

BY BOARD OF COUNTY COMMISSIONERS
THIS IS TO CERTIFY, THAT the Board of County Commissioners hereby accepts all roads, streets, alleys, thoroughfares, drainage easements, utility easements, and other rights of way, easements and areas dedicated for public use on this plat.

Chairman of the Board
ATTEST: _____

Clerk of the Board

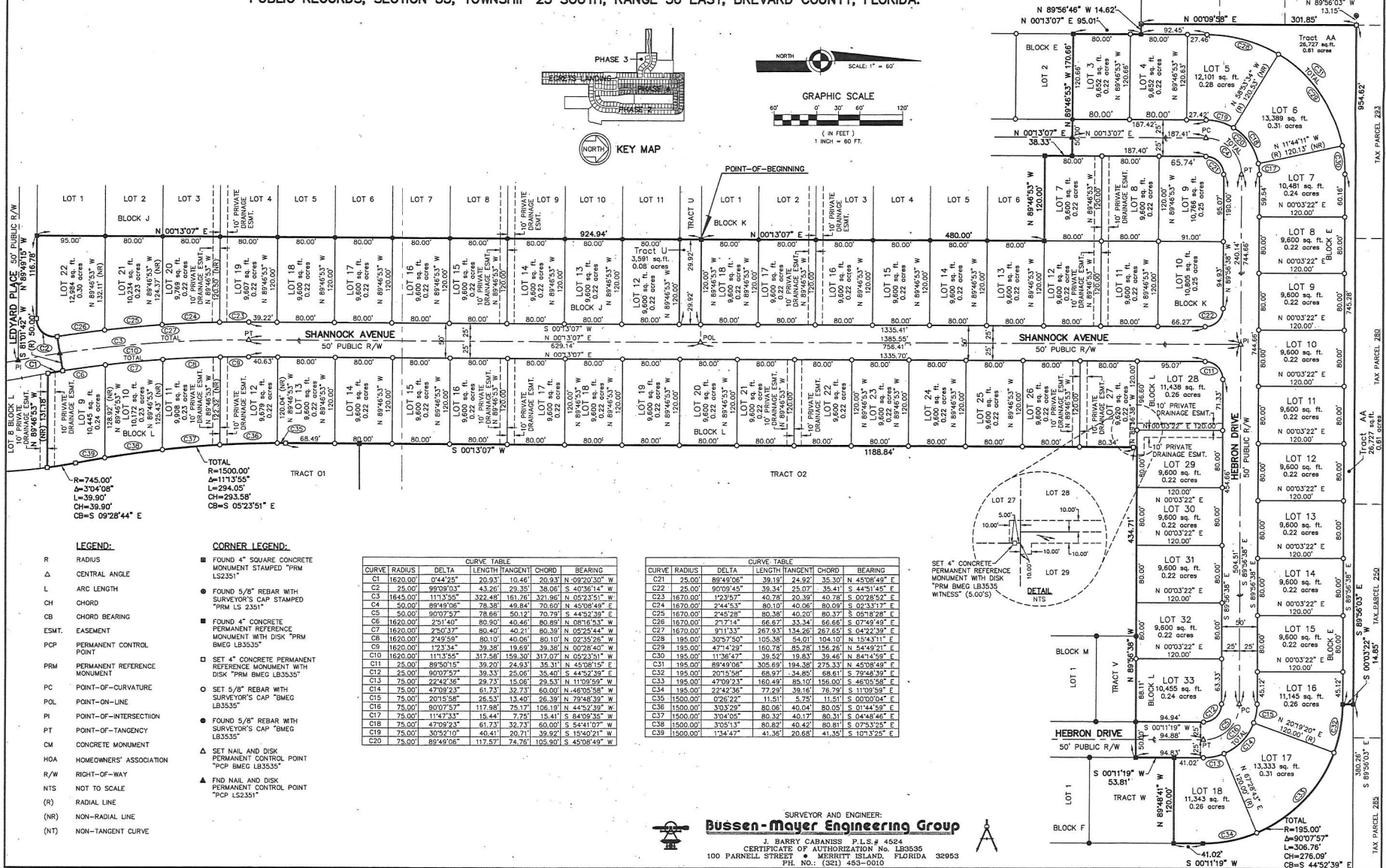
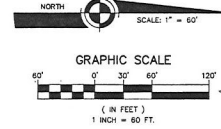
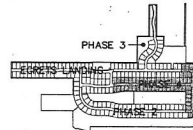
SURVEYOR AND ENGINEER:
Bussen-Mayer Engineering Group
J. BARRY CABANISS, P.L.S. # 4524
CERTIFICATE OF AUTHORIZATION NO. LB3535
100 PARNELL STREET, SUITE 200, MERRITT ISLAND, FLORIDA 32953
PH. NO.: (321) 463-0010

PROJ. #35418

EGRETS LANDING Phase 4

A RE-PLAT OF TRACT FP4 OF EGRETS LANDING PHASE 1, AS RECORDED IN PLAT BOOK 63, PAGES 1 THROUGH 10, BREVARD COUNTY PUBLIC RECORDS, SECTION 35, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.

PLAT BOOK PAGE
SHEET 2 OF 2
SECTION 35 TWP. 23 S., RANGE 36 E.



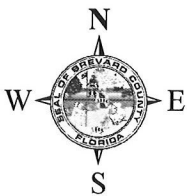
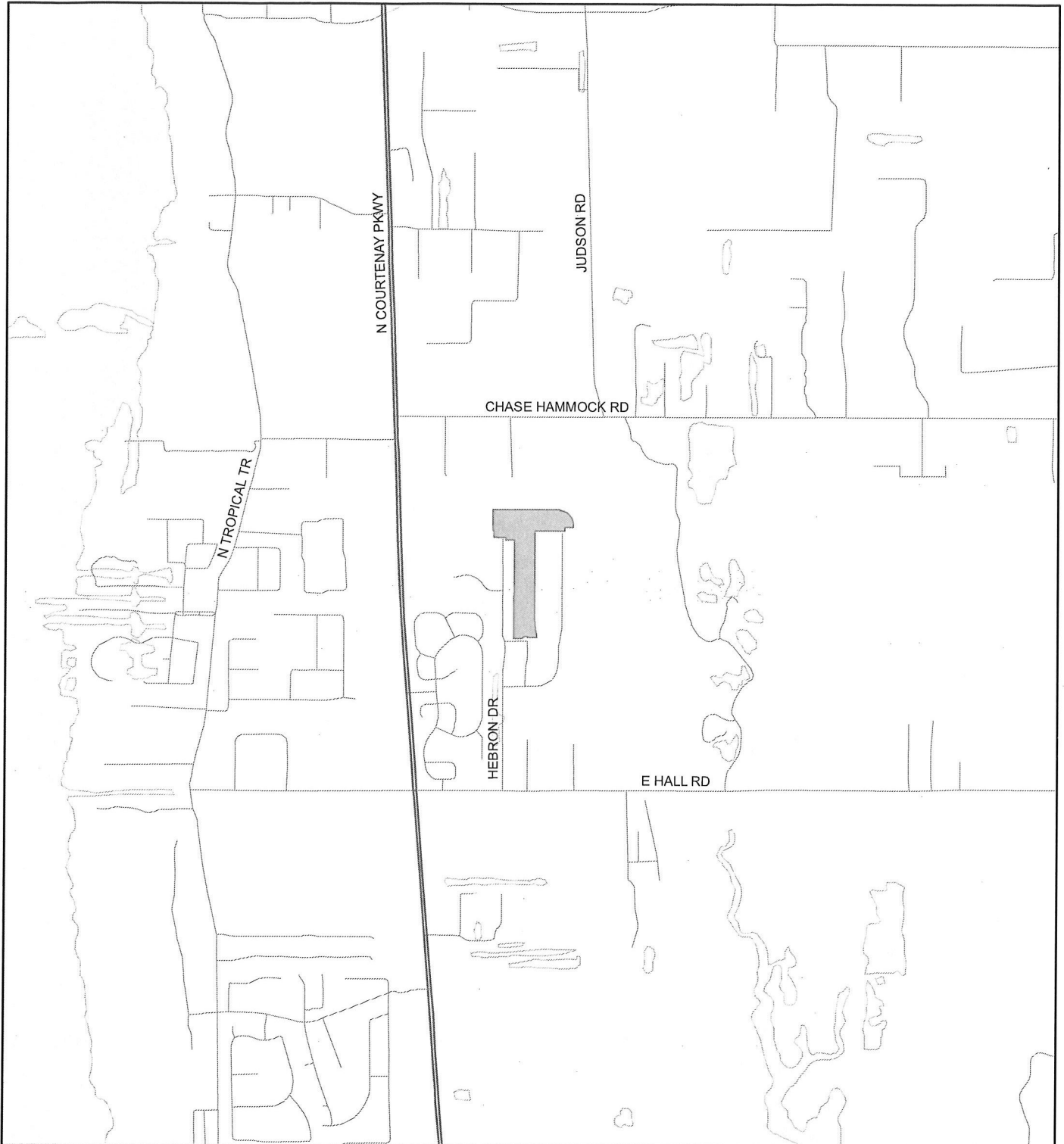
SURVEYOR AND ENGINEER:
Bussen-Bayer Engineering Group
J. BARRY CARANIS P.L.S. # 4524
CERTIFICATE OF AUTHORIZATION NO. LB3535
100 PARNELL STREET, MERITT ISLAND, FLORIDA 32963
P.E. NO. (321) 455-0010

PROJ. 385418

LOCATION MAP

EGRETS LANDING Phase 4

19DS00014



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: 11/8/2019