Subdivision No. 20500000 1750000 Project Name Panther Ridge

Subdivision Infrastructure Contract

THIS CONTRACT entered into this <u>3</u> day of <u>March</u>, 2020, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and D.H. 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: All water, sanitary sewer, paving, drainage, grading, site work, pavement marking and signage and all other improvements depicted in subdivision number 17SD00006 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 June, 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 \$935,555.43. 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 Lle Bryan Lober, Chair As approved by the Board on: March 24 , 20 20.
WITNESSES:	PRINCIPAL:
A aron Demmer	Daniel Li parini , as TYPES THE Assistant Secretary
Ricardo Corona	3/3/2020 DATE
State of: Florida County of: Brevard	
The foregoing instrument was acknow	ledged before me this 3rd day of March 2020, by who is personally known to me or who has produced o did (did not) take an oath.
My commission expires: SEAL	Notary Public Pedieth
Commission Number: ARY Public Sonja Louise Pedretti GG 142820 # The state of	Sonja Pedretti Notary Name printed, typed or stamped
My Commission #	

SURETY PERFORMANCE BOND

Bond No. 30095850

KNOW ALL MEN BY T	HESE PRESENTS:	
"Surety", are held an COUNTY, FLORIDA,	D.R. HORTON, INC. The Continental Insurance Company d firmly bound unto the BOARD OF COUNT nereinafter referred to as "County", in the e bind ourselves, our heirs, executors, su ese presents:	TY COMMISSIONERS OF BREVARD sum of \$ 899,966.99 for the
	vner has entered into a contract with the symbol with the symb	
faithfully perform said	ORE, the condition of this obligation is such contract and complete the work contempla tion shall be null and void, otherwise it shall	ted therein by February 2,
sixty (60 days from the in order to insure per no arrangements has completion of said co Owner and Surety joir including but not limit direct or consequent contract. After the eright to contract for the County's accepta Owner and Surety shounty is required to at the rate of six per proceedings. The Coevent of Owner's defa	nall be declared in default of said contract be date of said default within which to take we formance. If, at the expiration of sixty (60) we been made by the Owner or surety sontract, then the County shall have the right of the severally, shall pay all costs of completed to engineering, legal and other costs, the completion of the aforesaid grace period, the completion of said contract upon which ance of the lowest responsible bid for the all become immediately liable for the amount commence legal proceedings for the collection (6%) per annum beginning with the county, in its discretion, may permit the Suret confidence of them agree to pay all costs incurred by the said costs in the said costs incurred by the said costs in the sai	chatever action it deems necessary days from the date of said default, satisfactory to the County for the to complete said contract and the pleting said contract to the County, together with any damages, either bunt of the Owner's default of said e County shall have the additional the Owner has defaulted and upon a completion of said contract, the lint of said bid and in the event the commencement of such legal by to complete said contract, in the ection of any sums due hereunder,
EXECUTED this	<u>28th</u> day of <u>February</u> , 20 20.	
		WNER: D.R. Horton, Inc.

Dawn L. Morgan, Attorney-in Fact

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Kevin J Scanlon, R L Mc Wethy, Stephen T Kazmer, Dawn L Morgan, Kelly A Gardner, Melissa Schmidt, Elaine Marcus, Jennifer J Mc Comb, Tariese M Pisciotto, Amy Wickett, Diane M Rubright, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of June, 2018.



The Continental Insurance Company

Paul T. Bruflat

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 26th day of June, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this __28th_____ day of ______ February _______, __2020__.



The Continental Insurance Company

D. Johnson

Assistant Secretary

Form F6850-4/2012

Authorizing Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

State of Illinois	}
	} ss
County of DuPage	}

On <u>February 28, 2020</u>, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared <u>Dawn L. Morgan</u> known to me to be Attorney-in-Fact of

The Continental Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2021

Sinem Nava, Notary Public

OFFICIAL SEAL SINEM NAVA NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:08/28/21

Commission No. 859777

RIDER

To	be attached	l to	and	form	a	part	of	Bond	No.	30095850
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Effective:

February 28, 2020

Bond Amount:

\$899,966.99

Executed by:

D.R. Horton, Inc.

as Principal

and by:

The Continental Insurance Company

as Surety

in favor of:

Board of County Commissioners of Brevard County, Florida

as Obligee

In consideration of the mutual agreements herein contained, the Principal and the Surety hereby consent to increase the bond amount to:

Nine Hundred Thirty Five Thousand Five Hundred Fifty Five and 43/100 Dollars (\$935,555.43)

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective:

March 3, 2020

Signed and Sealed:

March 4, 2020

Principal:

D.R. Horton, Inc.

Principal

Surety:

The Continental Insurance Company

Dawn L. Morgan, Attorney-in-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Kevin J Scanlon, R L Mc Wethy, Stephen T Kazmer, Dawn L Morgan, Kelly A Gardner, Melissa Schmidt, Elaine Marcus, Jennifer J Mc Comb, Tariese M Pisciotto, Amy Wickett, Diane M Rubright, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of June, 2018.



The Continental Insurance Company

State of South Dakota, County of Minnehaha, ss:

On this 26th day of June, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

J. Mohr Notary Public

CERTIFICATE



The Continental Insurance Company

D. Johnson

Assistant Secretary

Form F6850-4/2012

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Whereas, from time to time, the signature of the Authorized Officers in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

State of Illinois } ss.
County of DuPage }

On <u>March 4, 2020</u>, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared <u>Dawn L. Morgan</u> known to me to be Attorney-in-Fact of <u>The Continental Insurance Company</u> the corporation described in and that executed the

The Continental Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2021

Sinem Nava, Notary Public

Commission No. 859777

OFFICIAL SEAL SINEM NAVA SINEM NAVA SINEM NAVA NOTARY PUBLIC - STATE OF ILLINOIS NY COMMISSION EXPIRES:08/28/21 PLAT PREPARED BY AAL LAND SURVEYING SERVICES, INC.
3970 MINTON ROAD
WEST MELBOURNE, FLORIDA 32904
(321) 758-9110

PANTHER RIDGE PHASE THREE

A REPLAT OF TRACT B.

PANTHER RIDGE PHASE ONE, PLAT BOOK 66, PAGES 36-40. LYING IN SECTION 31, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA

- PLAN PREPARED BY HONEYCUTT & ASSOCIATES, INC.
J700 SOUTH WASHINGTON AVENUE
ITUSHILE, F. 1, 32780
(321) 267-6233

DESCRIPTION

TRACT B. PANTHER RIDGE PHASE ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGES 3G-40, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE

PARTICLARY DESCRIBED AS POLICIONS.

BERN AT THE SOUTHEST CORNER OF THAT LITTLE AS THE ADDRESS OF THE POINT OF BEGINNING OF THE HERDEN ESCRIBED COUNTY, FLORIDA, BERN MORE BEEN AT THE POINT OF BEGINNING OF THE HERDEN ESCRIBED AREA LITTLE HERDE CORNER OF THE PARCEL THE POINT OF SECTION OF THE THE POINT OF BEGINNING OF THE HERDE DESCRIBED AREA LITTLE AS THE POINT OF BEGINNING OF THE HERDE DESCRIBED AREA LITTLE AS THE POINT OF BEGINNING OF THE HERDE DESCRIBED AREA LITTLE AS THE POINT OF SECTION OF THE POINT OF BEGINNING OF THE HERDE DESCRIBED AREA LITTLE AS THE POINT OF THE P

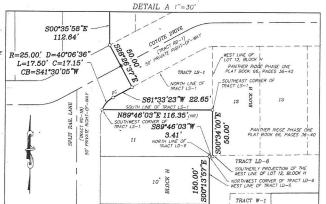


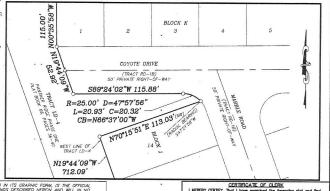


- 1. THE BEARMOS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 89'24'02" EAST ON THE SOUTH LINE OF TRACT LD-3, PANTHER RIDGE PHASE ONE PLAT BOOK 66, PAGES 36-40 BREVARD COUNTY, FLORIDA.
- 2. ALL PRIVATE UTILITY EASEMENTS AND PRIVATE DRAINAGE EASEMENTS CREATED BY THIS PLAT ARE FOR THE BENEFIT OF PANTHER RIDGE HOMEOWNERS ASSOCIATION OF BREVARD, INC.
- 3. AN EASEMENT 5 FEET IN MIDTH 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 OTHERMISE SHOWN.
- AN EASEMENT TO FEET IN MIDTH IS HEREBY DEDICATED ALONG THE FRONT ALL LOTS AND TRACTS CREATED BY THIS PLAT ADJACENT TO AND CONCIDENT WITH TRACT RD-1B FOR THE PURPOSE OF PROVIDING FOR PRIVATE DRAINAGE, AND INSTALLATION AND MANITENANCE OF PRIVATE AND PUBLIC UTILITIES.
- 5. A PERPETUAL NON-EXCLUSIVE PUBLIC INGRESS AND EGRESS EASEMENT IS HEREBY DEDICATED OVER AND UPON TRACT RD-18 SHOWN HEREON FOR BREVARD COUNTY, ALL COVERNMENT AGENCIES, ALL PUBLIC AND PRIVATE UTILITY COMPANIES, AND EMERCENCY VEHICLES.
- 6. TRACT RD-18 IS FOR THE PURPOSE OF PRIVATE RIGHT-OF-WAY, PRIVATE DRAINAGE, AND PUBLIC UTILITY PURPOSES AND SHALL BE OWNED AND MAINTAINED BY PANTHER RIDGE HOMEOWNERS ASSOCIATION OF BREVARD, INC.
- TRACT LD-14 IS FOR THE PURPOSE OF LANDSCAPING PURPOSES, IRRIGATION, SCREENING, PRIVATE DRAINAGE AND PUBLIC UTILITIES AND SHALL BE OWNED AND MAINTAINED BY P ANTHER RIDGE HOMEOWNERS ASSOCIATION OF BREVARD, INC.
- 8. TRACTS ST-J AND ST-4, ARE FOR THE PURPOSE OF STORM WATER MANAGEMENT, PRIVATE DRAINAGE, PASSIVE OPEN SPACE AND PUBLIC UTILITY PURPOSES. TRACT. ST- 3 AND ST-4 SHALL BE OWNED AND MAINTAINED BY PARTHER RIDGE HOMEOWNERS ASSOCIATION, INC..
- 9. THIS SUBJUNSION IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS TO THIS PLAT AS RECORDED IN OFFICIAL RECORDS BOOK 8292, PAGE 2504, AS AMENDED IN OFFICIAL RECORDS BOOK 8487, PAGE 1283 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- 10. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.091 (7-9).
- 11. ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER, AND/OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN.
- 12. 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.
- 13 ALL LOT AND TRACT OWNERS SHALL SHARE EQUALLY IN THE REPAIR AND MAINTENANCE OF THE PRIVATE DRAWAGE CONVEYANCE EASEMENTS SHOWN HEREON AS DESCRIBED IN THE COVENANTS AND RESTRICTIONS AND/OR HOMEOWNERS ASSOCIATION DOCUMENTS.
- 14. 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 MOTES HERROW AS PRIVATE.
- 15. ELCY LOT DIMEN PRICHABING A LOT SHOWN ON THE PLAT CONSENTS TO THE IMPOSTION OF A MUNICIPAL SERVICE BENEFIT UNIT BY BREVARD COUNTY OR OTHER ODJERNMENTAL.
 BIRTH FOR MUNIFICATION COMMENTAGES IT HE PLATE OF THE FAMILINE OF THE HOMEOMETS ASSOCIATION INMEDIATE PROPERTY THE COMMON AREAS ON COMPONINGE WITH THE APPLICABLE REGULATORY PERMITS OR OTHER APPLICABLE REGULATORY PERMITS OR OTHER APPLICABLE. REGULATORY SERVICES OF THE ADMINISTRATION OF A MISSION OF THE APPLICABLE REGULATORY PERMITS OR OTHER APPLICABLE. REGULATORY SERVICES OF THE ADMINISTRATION OF THE APPLICABLE REGULATORY PERMITS OR OTHER APPLICABLE. REGULATORY SERVICES OF THE ADMINISTRATION OF THE APPLICABLE REGULATORY PERMITS OR OTHER APPLICABLE. REGULATORY SERVICES OF THE ADMINISTRATION OF THE APPLICABLE REGULATORY PERMITS OR OTHER APPLICABLE. REGULATORY SERVICES OF THE APPLICABLE REGULATORY PERMITS OR OTHER APPLICABLE. REGULATORY SERVICES OF THE APPLICABLE REGULATORY PERMITS OR OTHER APPLICABLE. REGULATORY PERMITS OR OTHER APPLICABLE REGULATORY PERMITS OR OTHER APPLICABLE. REGULATORY PERMITS OR OTHER APPLICABLE REGULATORY PERMITS OR OTHER APPLICABLE. REGULATORY PERMITS OF THE APPLICABLE REGULATORY.
- 16. ALL PLATED PUBLIC UTUITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICE, PROVIDED, HOWEVER, NO SICH CONSTRUCTION, INSTALLATION, MAINTENANCE AND/OR OPERATION OF CABLE TELEVISION SERVICE WILL INTERFER WITH THE FACULTIES AND SERVICE OF THE STATE OF THE PLANE OF THE SERVICE WITH THE PROVINCE FOR THE OPERATION OF THE SERVICE WITH THE PROVINCE FOR THE OPERATION OF THE SERVICE WITH THE PROVINCE FOR THE OPERATION OF THE SERVICE WITH THE NATIONAL ELECTRICAL WHITE TOOL AS SPRINGED OF THE PROVINCE FOR THE OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL WHITE OWNERS ON.
- BREVIARD COUNTY SURVEY CONTROL MARK DOAZO AND DOAZI ARE LOCATED WITHIN THE LIMITS OF PAINTHER ROCE PHASE ONE AND BREVIARD COUNTY SURVEY CONTROL MOST IT IS LOCATED ADJACENT TO THE LIMITS OF PHESE PHAT BOUNDARIES. FOR VERTICAL CONTROL DATA CONTACT THE BREVIARD COUNTY SURVEYING AND MAPPING DEPA
- THE CORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S CAST ZONE MORTH AMERICAN DATUM OF 1983 AND READJUSTED IN 2011 (MADBJY)], STATION "70 92 095 17" MAS HELD FIXED AND STATION "70°P ZUGO" FOR ROTATION BEING "-DOD'IS". THE CORDINATE VALUES SHOWN ON THE PLAT WERE COMPUTED USING AUTOCOLA JOHN DETERMINED RESITED. A PROCEDENT SCALE FACTOR OF 0.99994782198 MS 1920 TO CONVERT FORDING TO GROUN DISTANCE. THE PROCED STATE ALL VALUES SHOWN ARE IN 15 STREET FEET. ALL DISTANCES SHOWN ARE ORDING DISTANCES.
- IN THE EVENT THAT BREVARD COUNTY DISTURBS THE SURFACE OF A PRIVATE STREET DUE TO MANIENANCE, REPAR OR REPLACEMENT OF A PUBLIC IMPROVEMENT LOCATED THEREM, IT COUNTY SHALL BE RESPONSIBLE FOR RESTORMS THE STREET SURFACE ONLY TO THE EXTENT WHICH WOULD BE RECURRED IF THE STREET WERE A PUBLIC STREET IN ACCREMANCE WITH COUNTY SECURIFICATION.
- 20. SEE BINDING DEVELOPMENT PLAN RECORDED IN OFFICIAL RECORDS BOOK 7825, PAGE 1659, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

STATION NAME	STATION NGS PID	NORTHING :	EASTING	LATITUDE	LONGITUDE	SCALE FACTOR	CONVERGENCE
70 92 GPS 17	AK7493	1493572.53	732312.29	28'26'32.1446"	80'45'46.9959"W	0.99994782	06'06'46.3"
GPS ZACK	DG8709	1490381.74	733166.39	28'26'00.5345"	80'45'37.4993"W	0.99994797	06'06'50.7"

	Т	RACT T	ABLE
TRACT	AREA	USE	OWNER AND MAINTENANCE RESPONSIBILITY
RD-1B	2.69 Ac.	PRIVATE ROAD, PUBLIC UTILITIES, PRIVATE DRAINAGE	PANTHER RIDGE HOMEOWNERS ASSOCIATION OF BREVARD, IN
LD-14	0.06 Ac.	LANDSCAPING, IRRIGATION, SCREENING UBLIC UTILITIES, PRIVATE DRAINAGE	PANTHER RIDGE HOMEOWNERS ASSOCIATION OF BREVARD, IN
ST-3	0.52 Ac.	PRIVATE DRAINAGE	PANTHER RIDGE HOMEOWNERS ASSOCIATION OF BREVARD, IN
ST-4	0.19 Ac.	PRIVATE DRAINAGE	PANTHER RIDGE HOMEOWNERS ASSOCIATION OF BREVARD, IN-





DETAIL B 1"=30"

NOTICE: THIS PLAT AS RECORDED M ITS GRAPHIC FORM, IS THE OFFICIAL OFFICIAL

PROJECT #35883-3 02/10/2020

I HEREBY CERTIFY, That I have examined the foregoi that it compiles in form with all the requirements a part 1, Florida Statutes, and was filed for record on

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

PLAT BOOK ... SHEET 1 OF 2 SECTION 31 TWP. 23 S., RANGE 36 E.

KNOW ALL MEN BY THESE PRESENTS, That D.R. Horton, inc. a Delaware Corporation, being the owner in fee simple of the lands described in

PANTHER RIDGE PHASE THREE

herely dedicates and lands and plot for the uses and purposes therein separated as follows; Treet Ro-III is hereby dedicated to be a private model and shall resembly problem of the dedicated to Patrick Problem of the angle of the problem of the dedicated to Patrick Problem of exhibits purposes adoject to an essensent dedicated to Brevert County, placeful tritles and other public agenties for the purpose of cocess, helicitations, operation, specifical, specifical and manifestated to Brevert County of the public specified and the public specified and the public specified for the purpose of cocess, helicitations, operation, specifical, specifical and the public specified and the public spec nices. uncess. he notes herein are hereby adopted by the undersigned, and the adications made in sold notes are hereby included in this dedicati

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



D.R. Horton, Inc., a Delawar Corporation 1430 Culver Drive, Palm Bay, Florida 32907 State of Florida, County of

OF FLORE

Midal Main

Hickarl viers (Print name)

He is personally known to me or has produce IN WINESS MIEREOF, I have hereunto set my hand and seed of the above date. Some : order hadrest

Amp reduct (Print name) NOTARY PUBLIC County and State aforesaid

9-13-2021 My Commission Expires ____

CERTIFICATE OF SURVEYOR CERTIFICATE OF SURVEYOR

NOW ALL NED IT PRESS PRESSTIN, that the undersigned, being a formed protessional surveyor and mapper, does harely writh the surface of the survey of the survey

erne Florido 32004 LB - 0006623 Certificate of Authorization Number

CERTIFICATE OF REVIEWING SURVEYOR FOR BREVARD COUNTY I HEREBY CERTIFY, That I have examined the foregoing plot and find that it is in conformity with Chapter 177, part 1, Florida Statutes and County Ordinance 62-2841(c)(d) as amended.

County Land Surveyor for Breward County MICHAEL J. SWEENEY, PLS 4870 CERTIFICATE OF ACCEPTANCE OF DEDICATION

BY BOARD OF COUNTY COMMISSIONERS THIS IS TO CERTIFY, That Board of County Commissioners hereby accept all ecsements dedicated to the public.

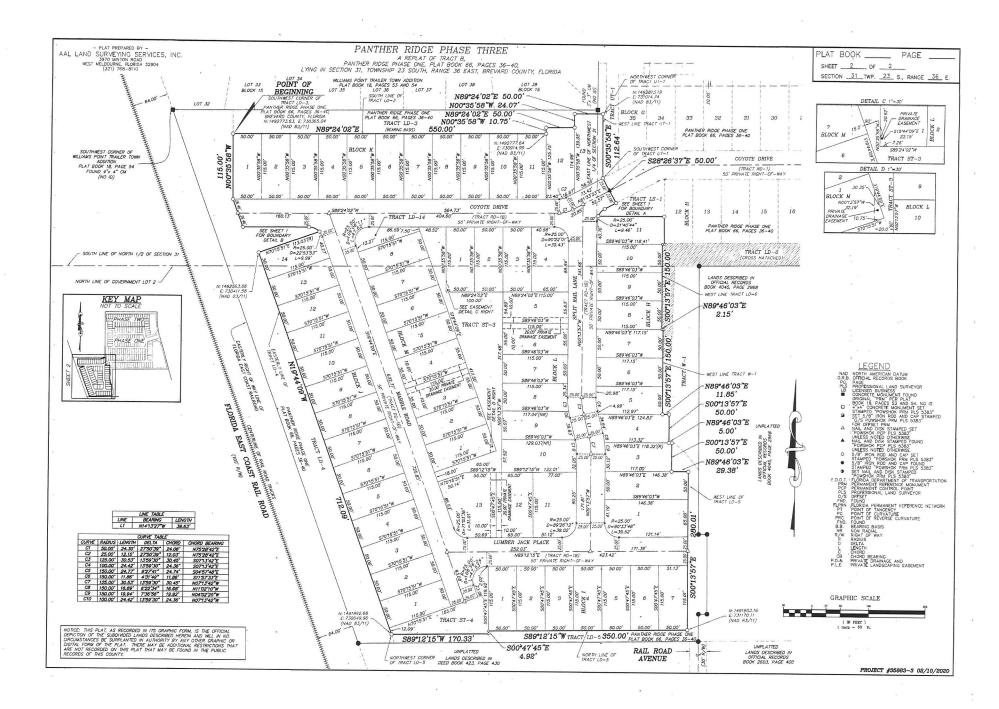
Chairman of the Board ATTEST:

> CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

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

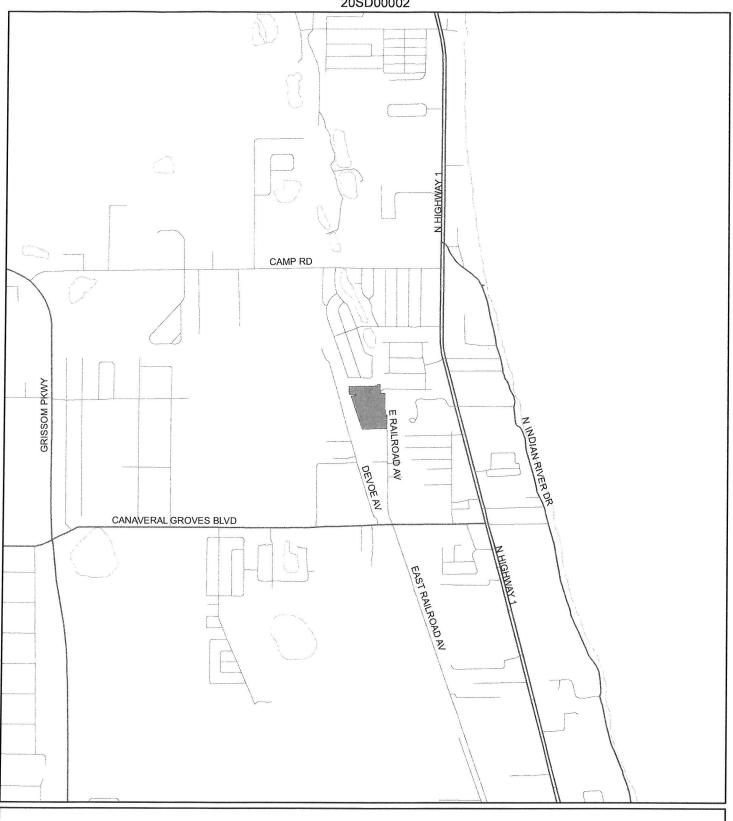
Chairman of the Room

Clerk of the Board



LOCATION MAP

PANTHER RIDGE PHASE THREE 20SD00002





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: 3/3/2020