

Subdivision No. 20FM00009

Project Name Hickory Ridge
of Brevard

**Subdivision Infrastructure
Contract**

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

WITNESSETH:

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

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

and all other improvements depicted in subdivision number 20FM00009
(17SD00015). A copy of said plat to be recorded in the Plat Books of the Public Records of Brevard County.

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

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

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

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

4. In order to guarantee performance of PRINCIPAL'S obligations herein contained, PRINCIPAL shall furnish cash, letter of credit, certificate of deposit or surety bond in a form approved by the COUNTY, in the amount of \$ 747,626.50. If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners within five (5) business days of the County's acceptance of this contract. Said bond shall be 125% of the estimated cost of construction, as determined by the Land Development Division. PRINCIPAL shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the COUNTY to ensure proper accounting for all funds expended under the agreement. Said records shall be made available upon request for audit purposes to Brevard County and its auditors.
5. The COUNTY agrees to accept said plat above described for recording in the public records of Brevard County, Florida and to accept the areas depicted thereon as dedicated for public use, including but not limited to streets and parks, at such time as said improvements are satisfactorily completed. Satisfactory completion in accordance with the plans and specifications shall be determined by written approval of the County Development Engineer or designated assistant.
6. In the event, PRINCIPAL fails to complete said improvements within the time prescribed, the COUNTY may elect to take all or any of the following actions:
 - A. Vacate all or part of such recorded plat where improvements have not been completed in accordance with the plans and specifications,
 - B. Complete the improvements utilizing COUNTY employees and materials and request payment from the bond or the PRINCIPAL,
 - C. Request the surety on said performance bond to complete such improvements, or
 - D. Contract for completion of said improvements.
7. The PRINCIPAL and Surety on said performance bond shall be liable for all costs, expenses, and damages incurred by the COUNTY, including attorney's fees, in the event the PRINCIPAL defaults on this contract.
8. In the performance of this Agreement, the PRINCIPAL shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the PRINCIPAL for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119 of the Florida Statutes.
9. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by PRINCIPAL in the United States or any other country.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:


Rachel M. Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA


Rita Pritchett, Chair

As approved by the Board on: FEB. 9, 2021.

WITNESSES:


Theresa Goodrich


Miguel Santos

PRINCIPAL:


Melinda Duke, as President
Granite Property Development Inc Director

DATE January 19, 2021

State of: Florida

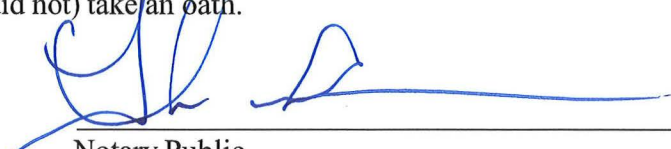
County of: Martin

The foregoing instrument was acknowledged before me this 19 day of January 2021, by Mary Duke who is personally known to me or who has produced FLDL as identification and who did (did not) take an oath.

My commission expires:

S E A L

Commission Number: 25505


Notary Public

Theresa Goodrich
Notary Name printed, typed or stamped



SURETY PERFORMANCE BOND

Bond #: 21BCSIP2308

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

EXECUTED this 21st day of January, 2021.

OWNER: Melinda Duke
Melinda Duke, Director

SURETY: Jennie Lanman
Jennie N. Lanman, Attorney-In-Fact

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

bond.claims@thehartford.com

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

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name:

HALCYON UNDERWRITERS

Agency Code:

21-224119

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

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

Jennie N. Lanman

of

Maitland, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by X, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

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



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard

Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 21, 2016.

Signed and sealed at the City of Hartford.

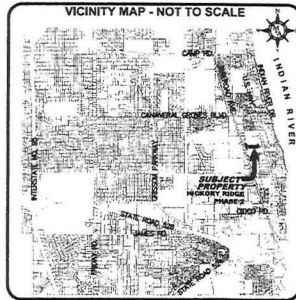


Kevin Heckm

Kevin Heckm

HICKORY RIDGE - PHASE 2

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



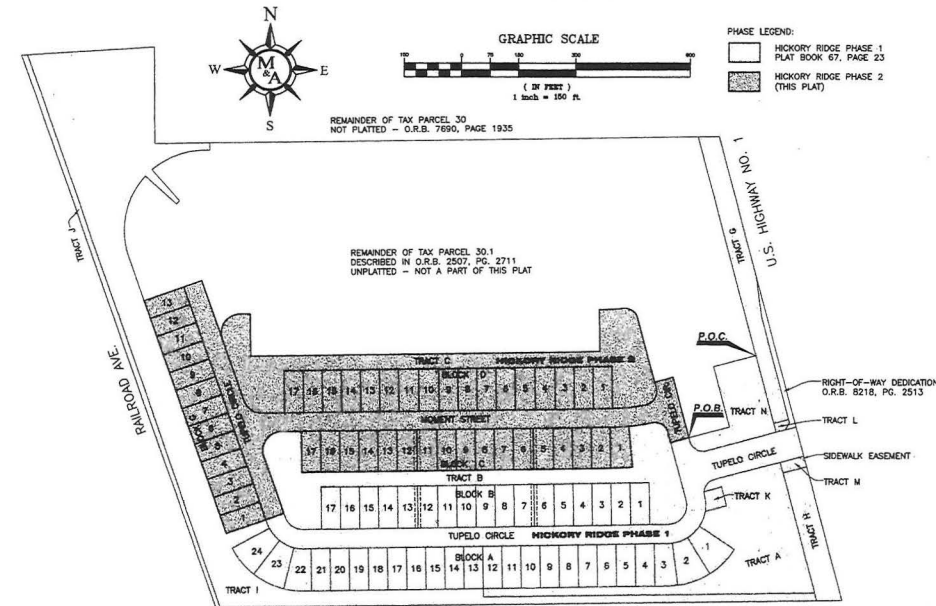
LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF TRACT N, PLAT OF HICKORY RIDGE PHASE 1, AS RECORDED IN PLAT BOOK 67, PAGE 23, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND RUN S75°01'47"W ALONG THE NORTHERLY LINE OF TRACT N OF SAID PLAT A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL, (SAID POINT BEING THE INTERSECTION OF THE NORTHERLY LINE OF TRACT N OF SAID PLAT WITH THE EASTERLY RIGHT-OF-WAY OF TUPELO CIRCLE, A PUBLIC RIGHT-OF-WAY 50 FEET IN WIDTH ACCORDING TO SAID PLAT);

THENCE CONTINUE S75°01'47"W A DISTANCE OF 50.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF TUPELO CIRCLE; THENCE N14°58'13"W A DISTANCE OF 28.45 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87°02'38" AN ARC LENGTH OF 53.17 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 53.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°58'48" AN ARC LENGTH OF 62.06 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S05°22'04"E A DISTANCE OF 110.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 64.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°57'37" AN ARC LENGTH OF 50.65 FEET (SAID ARC SUSTAINED BY A CHORD BEARING OF S88°52'55"W, AND A CHORD LENGTH OF 50.64 FEET) TO THE POINT OF TANGENCY; THENCE RUN S89°07'53"W A DISTANCE OF 816.43 FEET; THENCE N05°52'07"W A DISTANCE OF 110.00 FEET; THENCE S89°07'53"W A DISTANCE OF 51.87 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 108°40'01" AN ARC LENGTH OF 94.83 FEET TO THE POINT OF TANGENCY; THENCE S19°32'08"E A DISTANCE OF 158.07 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY OF TUPELO CIRCLE, A PUBLIC RIGHT-OF-WAY 50 FEET IN WIDTH, AS RECORDED IN SAID PLAT; THENCE RUN S72°27'52"W A DISTANCE OF 160.00 FEET TO A POINT LYING ON THE EASTERLY LINE OF TRACT I OF SAID PLAT OF HICKORY RIDGE PHASE 1; THENCE RUN N18°32'08"W ALONG SAID EASTERLY LINE OF TRACT I A DISTANCE OF 650.00 FEET; THENCE DEPARTING SAID EASTERLY LINE RUN N70°27'52"E A DISTANCE OF 160.00 FEET; THENCE S19°32'08"E A DISTANCE OF 163.72 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 108°40'01" AN ARC LENGTH OF 94.83 FEET (SAID ARC SUSTAINED BY A CHORD BEARING OF N34°47'52"E AND A CHORD LENGTH OF 81.24 FEET) TO THE POINT OF TANGENCY; THENCE RUN N89°07'53"E A DISTANCE OF 28.52 FEET; THENCE S05°52'07"E A DISTANCE OF 110.00 FEET; THENCE N89°07'53"E A DISTANCE OF 815.00 FEET; THENCE N05°52'07"W A DISTANCE OF 110.00 FEET; THENCE S89°07'53"E A DISTANCE OF 31.52 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 22.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 73°33'37" AN ARC LENGTH OF 29.89 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 83°30'31" AN ARC LENGTH OF 51.01 FEET TO THE POINT OF TANGENCY; THENCE RUN S14°58'13"E A DISTANCE OF 174.36 FEET; THENCE N75°01'47"E A DISTANCE OF 50.00 FEET; THENCE S14°58'13"E A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 10.199 ACRES, MORE OR LESS.

PHASE 2 KEY MAP



REMAINDER OF TAX PARCEL 30
NOT PLATTED - O.R.B. 7690, PAGE 1935

REMAINDER OF TAX PARCEL 30, 1
DESCRIBED IN O.R.B. 2507, PG. 2711
UNPLATTED - NOT A PART OF THIS PLAT

DESIGNATION	PID	NORTHING	N METERS	EASTING	E METERS	N. LATITUDE	W. LATITUDE	COMBINED SCALE FACTOR	CONVERGENCE ANGLE
GPS ZACK	D08709	1490381.74	454298.3544	733166.39	223469.1157	28°28'00.53457"	80°45'37" 49832"	0.9999154	(+) 0°06'50.7"
195 T3 484	412111	1489947.72	454136.0651	731231.28	222879.2841	28°25'56.27482"	80°45'59.18445"	0.99995048	(+) 0°06'40.3"
VIERA	FLVR	1422460.369	433566.7878	740758.388	225783.608	28°14'47.85298"	80°44'14.11560"	0.99995033	(+) 0°06'44.8"

THE COORDINATE VALUES SHOWN ON THE PLAT BOUNDARY AND THE SECTION CORNER WERE COMPUTED USING AUTODESK CIVIL3D, A PROJECT SCALE FACTOR OF 0.9999541 WAS USED TO CONVERT GROUND DISTANCE TO GRID DISTANCE. THE COORDINATES AND DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCE TO GRID DISTANCE. ALL OF THE VALUES EXPRESSED ARE IN U.S. SURVEY FEET.

PLAT NOTES:

- THE BEARINGS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA'S EAST ZONE, NORTH AMERICAN DATUM OF 1983, READJUSTED IN 1990. THE MONUMENTATION UTILIZED IS BREVARD COUNTY "GPS ZACK" AND BREVARD COUNTY "95 T3 484" WHICH BEARS N77°21'13"E.
- BREVARD COUNTY VERTICAL CONTROL MARK 55456 IS LOCATED WITHIN THE LIMITS OF HICKORY RIDGE PHASE 1 PLAT (PLAT BOOK 63, PAGE 23). FOR VERTICAL CONTROL DATA CONTACT THE BREVARD COUNTY SURVEYING AND MAPPING DEPARTMENT.
- SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTE CHAPTERS 177.091(8) AND 177.091(9).
- LANDS PLATTED SHOWN HEREON ARE SUBJECT TO RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS, AND ALL OTHER MATTERS RECORDED IN O.R.B. 8448, PAGE 1731, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- THE H.O.A. ("HICKORY RIDGE ASSOCIATION OF BREVARD, INC.") SHALL BE RESPONSIBLE FOR THE OWNERSHIP AND MAINTENANCE OF ALL COMMON AREAS INCLUDING STORMWATER MANAGEMENT, AND AMENITY IMPROVEMENTS, SIDEWALKS, LANDSCAPE, IRRIGATION, DRAINAGE, BUFFERS, WALLS, OR FENCES, AND STORMWATER MANAGEMENT FACILITIES LOCATED IN COMMON TRACT "C".
- BREVARD COUNTY NOTES:
 - 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.
 - EACH LOT OWNER PURCHASING A LOT SHOWN ON THIS PLAT CONSENTS TO THE IMPOSITION OF A MUNICIPAL SERVICE BENEFIT UNIT BY BREVARD COUNTY OF OTHER GOVERNMENTAL ENTITY FOR MAINTENANCE OF COMMON AREAS IN THE EVENT THE FAILURE OF THE HOMEOWNERS ASSOCIATION TO MAINTAIN PROPERLY THE COMMON AREAS WITHIN THE PLAT WITH THE APPLICABLE REGULATION AN EASEMENT TO THE COMMON AREAS MUST BE GRANTED TO BREVARD COUNTY PRIOR TO ESTABLISHMENT OF A MUNICIPAL SERVICE BENEFIT UNIT.
 - ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR THE H.O.A. (HICKORY RIDGE ASSOCIATION OF BREVARD, INC.) TO MAINTAIN.
 - NOTWITHSTANDING OTHER PROVISIONS HEREIN, THE VOTE OF 50 PERCENT PLUS ONE OF THE LOT OWNERS SHALL CONSTITUTE A DEDICATION OF THE COMMON AREA TO THE COUNTY. AN ADOPTION OF A MUNICIPAL SERVICE BENEFIT UNIT ORIGINALLY TO PROVIDE MAINTENANCE TO THE COMMON AREA SHALL BE DEEMED ACCEPTANCE OF THE DEDICATION TO THE COUNTY.
- ALL ELECTRIC, GAS, TELEPHONE, AND TV CABLE UTILITIES SHALL BE UNDERGROUND.
 - ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH 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 UTILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT 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.
- "TREE PRESERVATION AREAS" SHALL MEAN THOSE TRACTS OR EASEMENTS DESIGNATED FOR PRESERVATION OF EXISTING NATURAL CONDITIONS. TRACT "C" IS A TREE PRESERVATION AREA THAT IS RESERVED FOR THE PRESERVATION AND PROTECTION OF TREE CANOPY. THIS TRACT SHALL BE OWNED AND MAINTAINED BY THE H.O.A. (HICKORY RIDGE ASSOCIATION OF BREVARD, INC.) IN ACCORDANCE WITH THE APPLICABLE ORDINANCES OF BREVARD COUNTY. SAID H.O.A. SHALL NOT REMOVE OR ALTER OR DISTURB THE TREE CANOPY LOCATED WITHIN TRACT C WITH THE EXCEPTION OF THE REMOVAL OF SELECTED DEAD OR DISEASED VEGETATION POSING A RISK TO THE PUBLIC SAFETY OF RESIDENTS OR FOR THE REMOVAL OF NON-NATIVE INVASIVE PLANTS IN ACCORDANCE WITH BREVARD COUNTY CODE. REMOVED CANOPY, FOR ANY REASON, SHALL BE REPLACED WITH IN-KIND CANOPY.
- A 10 FEET IN WIDTH EASEMENT IS HEREBY DEDICATED AND CONVEYED ON THE FRONT OF ALL TRACTS AND LOTS PARALLEL WITH AND ADJACENT TO ALL ROAD RIGHTS OF WAY FOR THE PURPOSES OF CONSTRUCTION, INSTALLATION, OPERATION, AND MAINTENANCE OF PRIVATE AND PUBLIC UTILITIES.
- ALL DRAINAGE AND STORMWATER INFRASTRUCTURE SHALL BE OWNED AND MAINTAINED BY THE H.O.A. (HICKORY RIDGE ASSOCIATION OF BREVARD, INC.)
- PRIVATE DRAINAGE & STORMWATER / RECREATION "TRACT C" IS HEREBY DEDICATED AND CONVEYED TO THE H.O.A. (HICKORY RIDGE ASSOCIATION OF BREVARD, INC.)
- FOR JOINDERS IN DEDICATION SEE O.R.B. _____ PAGE _____ PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- ENCUMBRANCES SHOWN ON THE OPINION OF TITLE DATED JANUARY 18, 2021, PREPARED BY THE LAW OFFICES OF CANTWELL & GOLDMAN, P.A. ARE AS FOLLOWS:
 - NOTICE OF COMMENCEMENT RECORDED ON FEBRUARY 24, 2020, IN OFFICIAL RECORDS BOOK 8672, PAGE 497, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

RESTRICTIONS PER SAID TITLE OPINION:

- BINDING DEVELOPMENT PLAN RECORDED JULY 26, 2017, IN OFFICIAL RECORDS BOOK 7948, PAGE 389.
- BINDING DEVELOPMENT PLAN RECORDED JULY 26, 2017, IN OFFICIAL RECORDS BOOK 7948, PAGE 490.
- CITY OF COCOA ANNEXATION AGREEMENT RECORDED MARCH 6, 2016, IN OFFICIAL RECORDS BOOK 8107, PAGE 248.
- NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED OCTOBER 5, 2017, IN OFFICIAL RECORDS BOOK 7997, PAGE 2278.
- ALL LOT LINES IN CURVILINEAR LOTS ARE RADIAL UNLESS DESIGNATED HR (NON-RADIAL).

Prepared By:
MORGAN & Associates
Consulting Engineers, Inc.
904 N. Harbor City Blvd., Melbourne, FL 32901
Phone (321) 751-6802 Fax (321) 751-6889
Drawn By: JTH Canceled By: Christopher S. Bowers

PLAT BOOK _____ PAGE _____
SHEET 1 OF 2
SECTION 6, TOWNSHIP 24 SOUTH, RANGE 36 EAST

DEDICATION
KNOW ALL MEN BY THESE PRESENTS, THE LIMITED LIABILITY COMPANY NAMED BELOW, THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN:
HICKORY RIDGE - PHASE 2
HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED IN THE PLAT NOTES AND HEREBY DEDICATES AND CONVEYS THE RIGHTS-OF-WAY FOR TUPELO CIRCLE, MOMENT STREET, AND ALL PUBLIC UTILITY EASEMENTS TO BREVARD COUNTY, NO OTHER EASEMENTS ARE HEREBY DEDICATED OR GRANTED TO THE PUBLIC, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAT NOTES. IT BEING THE INTENTION OF THE UNDERSIGNED THAT ALL OTHER EASEMENTS AND COMMON AREAS SHOWN HEREON BE OWNED AND MAINTAINED PRIVATELY OR BY THE HICKORY RIDGE HOMEOWNERS ASSOCIATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED ON THE DATE SET FORTH BELOW SIGNED AND SEALED IN THE PRESENCE OF:
WITNESS 1: DANNY DUKE PRINT NAME: DANNY DUKE COUNTY OF: BREVARD
WITNESS 2: DANNY DUKE PRINT NAME: DANNY DUKE COUNTY OF: BREVARD

STATE OF: FLORIDA COUNTY OF: BREVARD
THIS IS TO CERTIFY, THAT ON JANUARY 18, 2021 BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED:
DANNY DUKE
BY: DANNY DUKE, AS AUTHORIZED REPRESENTATIVE AND MANAGER
RESPECTIVELY AS AUTHORIZED REPRESENTATIVE AND MANAGER OF GRANITE PROPERTY DEVELOPMENT, INC., A FLORIDA CORPORATION, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF A PHYSICAL PRESENCE (OR ONLINE NOTARIZATION, THIS 10 DAY DAY) BY DANNY DUKE
NOTARY PUBLIC, STATE OF FLORIDA, My Commission Expires February 28, 2025
MY COMMISSION EXPIRES February 28, 2025
COMMISSION NO. 646628

CERTIFICATE OF SURVEYOR:
KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT ON JANUARY 18, 2021 HE COMPLETED THE BOUNDARY SURVEY OF THE LANDS AS SHOWN ON THE FOREGOING PLAT, AND THAT SAID PLAT WAS PREPARED UNDER HIS DIRECTION AND SUPERVISION AND THAT SAID PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 7, FLORIDA STATUTES AND BREVARD COUNTY CODE SECTION 65-2841 (C)(D); AND THAT PERMANENT REFERENCE MONUMENTS (T.P.S.M.), PERMANENT CONTROL POINTS (T.C.P.'s) AND MONUMENTS HAVE BEEN PLACED AS REQUIRED BY LAW.
CHRISTOPHER S. BOWERS, P.S.M.
FLORIDA PROFESSIONAL SURVEYOR & MAPPER, No. 12051
MORGAN & ASSOCIATES CONSULTING ENGINEERS, INC.
504 N. HARBOR CITY BLVD.
MELBOURNE, FLORIDA 32901
FLORIDA CORPORATE CERTIFICATE NO. 7040

CERTIFICATE OF REVIEWING SURVEYOR FOR BREVARD COUNTY:
I HEREBY CERTIFY, THAT I HAVE REVIEWED THE FOREGOING PLAT AND FIND THAT IT IS IN CONFORMITY WITH CHAPTER 177, PART 7, FLORIDA STATUTES AND BREVARD COUNTY ORDINANCE 65-2841 (C)(D).
MICHAEL J. SWEENEY
PROFESSIONAL SURVEYOR AND MAPPER
NO. 4870

CERTIFICATE OF ACCEPTANCE OF DEDICATION BY BOARD OF COUNTY COMMISSIONERS
THIS IS TO CERTIFY, THAT THE BOARD OF COUNTY COMMISSIONERS HEREBY ACCEPTS PUBLIC RIGHTS-OF-WAY OF TUPELO CIRCLE, MOMENT STREET, AND PUBLIC UTILITY EASEMENTS DEDICATED FOR PUBLIC USE ON THIS PLAT.
CHAIR _____
CLERK OF THE BOARD _____

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS
ATTEST: THIS IS TO CERTIFY, THAT ON _____ THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA APPROVED THE FOREGOING PLAT.
CHAIR _____
CLERK OF THE BOARD _____

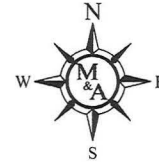
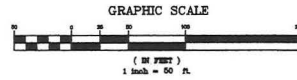
CERTIFICATE OF CLERK
THIS IS TO CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT, AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 7 FLORIDA STATUTES AND WAS FILED FOR RECORD ON _____ AT _____ FILE NO. _____
RACHEL M. SODOFF
CLERK OF THE CIRCUIT COURT IN AND FOR BREVARD COUNTY, FLORIDA

HICKORY RIDGE - PHASE 2

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

PLAT BOOK _____ PAGE _____
SHEET 2 OF 2
SECTION 6, TOWNSHIP 24 SOUTH, RANGE 36 EAST

CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	510.00'	11°08'45"	99.21'	N83°33'31"E	99.05'
C2	35.00'	83°44'43"	57.27'	S31°54'08"W	51.09'
C3	485.00'	1°02'13"	87.67'	N83°57'11"E	87.55'
C4	536.00'	4°29'57"	42.01'	S89°52'36"W	42.00'



REMAINDER OF TAX PARCEL 30.1, DESCRIBED IN O.R.B. 2507, PG. 2711 UNPLATTED - NOT A PART OF THIS PLAT GRANITE PROPERTY DEVELOPMENT INC. PARCEL ID: 24-36-06-00-30.1

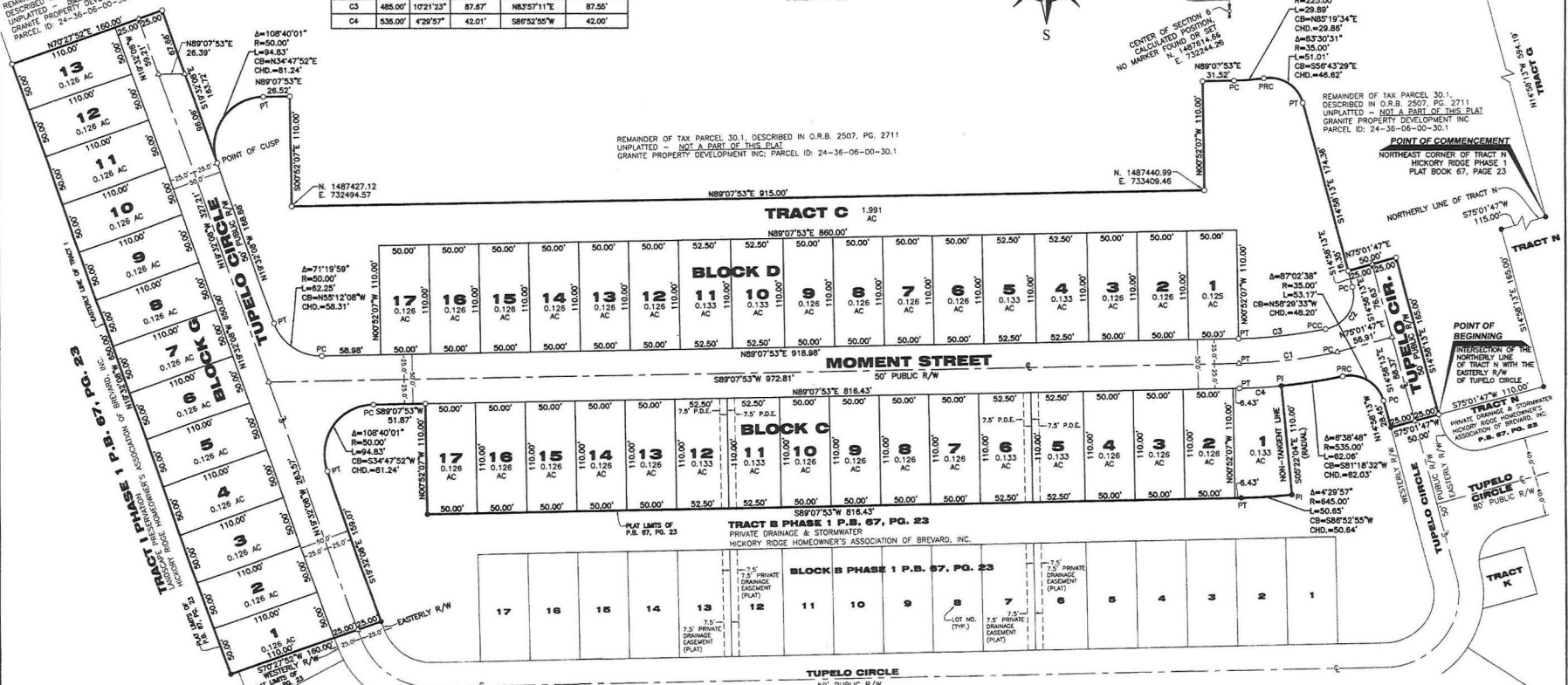
REMAINDER OF TAX PARCEL 30.1, DESCRIBED IN O.R.B. 2507, PG. 2711 UNPLATTED - NOT A PART OF THIS PLAT GRANITE PROPERTY DEVELOPMENT INC. PARCEL ID: 24-36-06-00-30.1

WEST LINE OF NE 1/4 OF SECTION 6, TOWNSHIP 24 SOUTH, RANGE 36 EAST
N 1487440.99
E 733409.46

REMAINDER OF TAX PARCEL 30.1, DESCRIBED IN O.R.B. 2507, PG. 2711 UNPLATTED - NOT A PART OF THIS PLAT GRANITE PROPERTY DEVELOPMENT INC. PARCEL ID: 24-36-06-00-30.1

POINT OF COMMENCEMENT
NORTHEAST CORNER OF TRACT N
HICKORY RIDGE PHASE 1
PLAT BOOK 67, PAGE 23

POINT OF BEGINNING
INTERSECTION OF THE
NORTHERLY LINE OF
TRACT N WITH THE
EASTERLY R/W
OF TUPELO CIRCLE



SURVEYOR'S LINETYPE
 — PLAT BOUNDARY
 — CENTERLINE
 - - - EASEMENT

SURVEYOR'S LEGEND
 + = CENTER OF SECTION, MARKED AS NOTED
 ■ = FOUND 4"x4" CONCRETE MONUMENT, MARKED: "PRM LB 6360"
 ● = FOUND 5/8" IRON ROD & CAP, MARKED: "HORIZON PRM LB 6360"
 ○ = SET 5/8" IRON ROD & CAP, MARKED: "PRM PSM 5990"
 △ = SET NAIL & DISK, MARKED: "PCP PSM 5990"
 - - - BREAKLINE
 NOTE: SET 5/8" IRON ROD & CAP, MARKED: "M&A LB 7040" FOR THE REMAINDER OF ALL LOT CORNERS & TRACT CORNERS NOT BEARING A PERMANENT REFERENCE MONUMENT

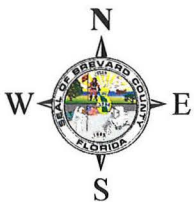
SURVEYOR'S ABBREVIATIONS
 ° = DEGREES
 ' = ARCMINUTES OR FEET
 " = ARCSECONDS OR INCHES
 N = NORTH OR NORTHING
 E = EAST OR EASTING
 S = SOUTH
 W = WEST
 (P) = PLAT
 Δ = DELTA OR CENTRAL ANGLE OF CURVE
 C = CENTERLINE
 CB = CHORD BEARING
 CHD = CHORD LENGTH
 ESMT = EASEMENT
 H.O.A. = HOME OWNERS' ASSOCIATION
 ID = IDENTIFICATION
 INC. = INCORPORATION
 L = ARC LENGTH
 LB = LICENSED BUSINESS
 N.T.S. = NOT TO SCALE
 O.R.B. = OFFICIAL RECORDS BOOK
 PG. = PAGE
 P.B. = PLAT BOOK
 PC = POINT OF CURVATURE
 PCC = POINT OF COMPOUND CURVATURE
 PCP = PERMANENT CONTROL POINT
 P.D.E. = PRIVATE DRAINAGE EASEMENT
 PI = POINT OF INTERSECTION
 PLS = PROFESSIONAL LAND SURVEYOR
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 P.R.C. = POINT OF REVERSE CURVATURE
 PRM = PERMANENT REFERENCE MONUMENT
 PSM = PROFESSIONAL SURVEYOR & MAPPER
 PT = POINT OF TANGENCY
 R = RADIUS
 R/W = RIGHT-OF-WAY
 TYP. = TYPICAL

Prepared By:
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 L.B. #7000
 Drawn By: JTH
 Checked By: Christopher S. Bowers

LOCATION MAP

HICKORY RIDGE - PHASE 2

20FM00009



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

 Subject Property

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

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