



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.4.

11/12/2024

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### Subject:

Approval, Re: Declaration of Restrictive Covenants for the West Cocoa Stormwater - Flood Protection and Infrastructure Upgrades - Grant 22FRP97 - District 1.

### Fiscal Impact:

None

### Dept/Office:

Public Works Department / Land Acquisition Office / Natural Resources Management Department

### Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chair to sign the attached Declaration of Restrictive Covenants.

### Summary Explanation and Background:

The subject property is located in Section 31, Township 24 South, Range 36 East, south of Lake Drive and east of North Range Road in Cocoa.

The Board of County Commissioners, in regular session on July 12, 2022, executed and approved Contracts for Sale and Purchase from Sherman R. Tucker and Emily K. Tucker, and Jack R. Canniff and Carol C. Meyer as part of the West Cocoa Stormwater-Flood Protection and Infrastructure Upgrades.

Grant Agreement Number 22FRP97 for Project West Cocoa Stormwater Flood Protection and Infrastructure Upgrades was entered into by and between Brevard County ("Declarant") and Florida Department of Environmental Protection ("Agency") on February 6, 2024, which provides funding for certain activities that could affect wetlands or other surface waters in or of the State of Florida pursuant to the Resilient Florida Program, Section 380.093, Florida Statutes. Under the Grant Work Plan, Attachment 3, all land acquired under the Agreement shall be used in perpetuity for the purposes described in the Agreement. At the Agency's request, the Declarant shall execute and record the attached Declaration of Restrictive Covenants that shall run with the titles to the property. The Declaration of Restrictive Covenants may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute one and the same document.

The User Department approves this request.

This acquisition follows the policies and procedures as set forth in Administrative Order 37.

### Clerk to the Board Instructions:

Upon execution by the Chair, Public Works Department will contact the Clerk's office to make arrangements to pick up the original executed Declaration of Restrictive Covenants.

## BOARD OF COUNTY COMMISSIONERS



### AGENDA REVIEW SHEET

AGENDA: Declaration of Restrictive Covenants for the West Cocoa Stormwater-Flood Protection and Infrastructure Upgrades – Grant 22FRP97 – District 1

AGENCY: Public Works Department / Land Acquisition Office

AGENCY CONTACT: Lisa J. Kruse / Land Acquisition Specialist

CONTACT PHONE: 321-350-8353

|   | APPROVE   | DISAPPROVE | DATE              |
|---|---|------------|-------------------|
| LAND ACQUISITION<br>Lucy Hamelers, Supervisor               |  | <hr/>      | <u>10-7-24</u>    |
| COUNTY ATTORNEY<br>Greg Hughes<br>Assistant County Attorney |  | <hr/>      | <u>10/15/2024</u> |



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

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Kimberly.Powell@brevardclerk.us

November 13, 2024

**M E M O R A N D U M**

**TO:** Marc Bernath, Public Works Director

**RE:** Item F.4., Approval for Declaration of Restrictive Covenants for the West Cocoa Stormwater for Flood Protection and Infrastructure Upgrades, Grant 22FRP97

The Board of County Commissioners, in regular session on November 12, 2024, approved and authorized the Chair to execute the Declaration of Restrictive Covenants. Enclosed are the executed Declarations.

**Upon execution by the Florida Department of Environmental Protection, please return the fully-executed Declarations to this office for inclusion in the official minutes.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

*for: Donna Scott*  
Kimberly Powell, Clerk to the Board

Encls. (2)

cc: Natural Resources Management

Prepared by:  
Bach McClure  
Stormwater Program  
Natural Resources Management Dept.  
Brevard County  
2725 Judge Fran Jamieson Way  
  
Suite A-219  
Viera, Florida 32940  
  
RESILIENT FLORIDA PROGRAM  
Project Number: 097  
DEP Grant Agreement Number: 097  
Project Name: West Cocoa Stormwater Flood  
Protection and Infrastructure Upgrades

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## **Declaration of Restrictive Covenants**

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**This Declaration of Restrictive Covenants ("DRC")** is made by Brevard County, a political subdivision of the State of Florida ("Declarant"). As used herein, the term "Declarant" shall include any and all heirs, successors, or assigns of the Declarant, and all subsequent owners of the "Property" (as hereinafter defined), and the term "Agency" shall mean the Florida Department of Environmental Protection (collectively, the "Parties") and any subsequent successors or assigns.

### **Recitals**

**WHEREAS**, the Declarant is the sole owner, in fee simple, of the "Lake Drive to SR520 Connection - North" area located in Brevard County, Florida (the "Property"), Parcel # 24-36-31-00-45, shown on Exhibits "A" (with the legal description) and "B" (with a survey of the Property) attached hereto and incorporated herein by reference; and

**WHEREAS**, Grant Agreement No. 22FRP97 ("Agreement"), for Project West Cocoa Stormwater Flood Protection and Infrastructure Upgrades was entered into by and between the Declarant and the Agency on 6 day of February, 2024, provides funding for certain activities that could affect wetlands or other surface waters in or of the State of Florida pursuant to the Resilient Florida Program, Section 380.093, *Florida Statutes*; and

**WHEREAS**, it is the purpose of this DRC, and it is the Parties' intent, to facilitate construction of resiliency projects on the Property including flood mitigation, nutrient reduction, or pollution reduction, hereafter known as "the Projects"; and

**WHEREAS**, it is the purpose of this DRC, and it is the Parties' intent, to place restrictions, covenants, and conditions on the Property to retain land or water areas in their natural condition, or in an enhanced, restored, or created condition; and to prevent

the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its natural condition, or in accordance with an enhanced, restored, or created condition except as necessary to construct, maintain, repair, or improve the Projects; and

**WHEREAS**, the Declarant, in consideration of the project authorization and State funding granted by the Agreement and other good and valuable consideration provided to the Agency, is agreeable to placing and does voluntarily place these restrictions, covenants, and conditions over the Property in perpetuity; and

**NOW THEREFORE**, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **Article 1. Allowed Uses and Disallowed Activities**

1.1 Declarant hereby imposes the following requirements collectively referred to as "*allowed uses*" as needed to construct, maintain, repair, or improve the Projects:

- a. Any activities associated with construction of the Projects including ditching, diking, fencing, and installation of signage.
- b. Removing, destroying, or trimming trees, shrubs, or other vegetation and removal of exotic or invasive species.
- c. Removal of dead trees and shrubs or leaning trees that could cause damage, obstructions, or impede the functioning of the Projects.
- d. Excavation, dredging, or removal of any material substance.
- e. Construction or placing of maintenance roads, signs, utilities, and other structures on, in, or above the ground.
- f. Activities conducted in accordance with a burn authorization timely granted by the Florida Forest Service are authorized. No later than seven (7) days before commencing any activities to implement a burn, Declarant shall notify the Agency in writing of its intent to seek a burn authorization from the Florida Forest Service and commence burning activities, including the time period in which such burning activities will be completed. All such activities may only be completed during the time period approved by the Florida Forest Service and must be conducted in accordance with Chapter 590, *Florida Statutes*, and Chapter 51-2, *Florida Administrative Code*, as applicable.
- g. Any other activities authorized by the Agreement or otherwise approved in writing by the Agency are authorized.

1.2 The following activities, collectively referred to as the "*disallowed activities*," shall also be expressly prohibited in or on the Property unless associated with the Projects or permitted as allowed activities:

- a. Construction or placing of buildings, roads, billboards, or other advertising, or other structures on or above the ground;
- b. Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;
- c. Surface use, except for purposes that permit the land or water area to remain predominately in its natural or enhanced condition;
- d. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation except ditching, diking, and fencing;
- e. Acts or uses detrimental to such aforementioned retention of land or water areas, except as allowed;
- f. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance; and
- g. If archaeological or historic sites are located on the Property, the Declarant must comply with Chapter 267, *Florida Statutes*. The collection of artifacts from the Property or the disturbance of archaeological and historic sites on the Property are prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

1.3 The Declarant will prevent the unauthorized use of the Property or any use that does not comply with this DRC.

1.4 All buildings, structures, improvements, land alterations, and signs not relating to the Projects will require prior written approval by the Agency and, if approved, an amendment to this DRC pursuant to Article 6.3.

## **Article 2. Transition**

2.1 Upon acquisition of the Property by the Declarant, if the Property will temporarily remain subject to any of the disallowed activities, the Declarant will provide notice to the Agency, either in this DRC or as provided for in Article 6.8 below, within thirty (30) calendar days of the closing date, as well as provide a timeline to the Agency of when all such disallowed activities will cease and when restoration, if necessary, will begin.

2.2 No disallowed activities are either currently known to exist on the Property or will be taking place on the Property upon closing.

2.3 The Declarant will cease all disallowed activities either currently taking place on the Property or that will be taking place on the Property upon closing within (6) months of adoption of this DRC or closing, whichever is later, unless otherwise approved in writing by the Agency, and will restore the Property, if necessary, according to the following timeline.

- a. Within eighteen (18) months of closing or execution of this DRC, whichever occurs later.

### **Article 3. Transfer of the Property or any Interest Therein**

3.1 If the Declarant seeks to transfer title to the Property, the Declarant must inform the potential buyer of this DRC and give the Agency prior notice in writing of the potential sale as provided for in Article 6.8 below at least ninety (90) days before closing.

3.2 If the Property is transferred, in order to ensure the perpetual nature of this DRC, these restrictions must be referenced in any subsequent lease or deed of conveyance, including the recording book and page of record of this DRC.

3.3 If the Declarant seeks to enter a lease for management or use of the Property, the Declarant shall provide a copy of the draft lease or management plan to the Agency as provided for in Article 6.8 below at least thirty (30) calendar days prior to entering into that agreement.

3.4 The Declarant cannot use the interest acquired by it in the Property as security for any of the Declarant's debt.

3.5 If title to the Property, or any part thereof, is taken by a governmental body through the exercise or the threat of the exercise of the power of eminent domain, the Declarant must deposit fifty (50) percent of the condemnation award with the Agency. The Declarant must, within six (6) months of closing or execution of this DRC, whichever occurs later, begin to rebuild, replace, repair, or restore the Property consistent with this DRC. The Agency will make the condemnation award amount deposited with the Agency available to the Declarant to provide funds for restoration work. If the Declarant fails to timely initiate or complete the rebuilding, repair, or restoration of the Property, the Agency has the right, in addition to any other remedies at law or in equity, to use those proceeds to repair, restore, or rebuild the Property to prevent the occurrence of a default.

### **Article 4. Corrective Action, Enforcement, Termination, and Remedies**

4.1 **Corrective Action Plan:** If the Declarant violates any term or condition of this DRC, the Agency will notify the Declarant of the violation by written notice given by personal delivery, registered mail, or registered expedited service as provided for in Article 6.8 below. The Declarant will immediately act to cure the violation and must complete the cure within thirty (30) days after receiving notice of the violation. If the situation cannot reasonably be cured within thirty (30) days, the Declarant will submit a timely written request to the Resilient Florida Program Manager for additional time. This request shall include the current status of the violation, the reasons for the delay, and a time frame for completing the cure. The Agency will approve or deny the request in



writing within thirty (30) days of receiving the request. Any violation must be resolved within one hundred twenty (120) days of the Declarant's receiving notice of the violation unless the Declarant can demonstrate extenuating circumstances to justify a greater extension of time.

**4.2 Loss of Future Project Funds:** If the Declarant fails to timely correct violations of this DRC or uses the Property for other than the purposes specified herein or allows a third party to do so, the Declarant, after notice from the Agency, will become ineligible for future project funding via the Resilient Florida Program unless the Agency waives such ineligibility in writing.

**4.3 Enforcement:**

a. The terms and conditions of this DRC may be enforced by the Agency and its assigns at law or equity, at the Agency's reasonable discretion, to prevent the occurrence of any of prohibited uses or disallowed activities set forth herein, and to require the restoration of such areas or features of the Property that may be damaged by any activity or use that is inconsistent with this DRC. Any forbearance on behalf of the Agency to exercise its rights in the event of the Declarant to comply with the provisions of this DRC shall not be deemed or construed to be a waiver of the Agency's rights hereunder in the event of any subsequent failure of the Declarant to comply. The Agency shall not be obligated to the Declarant, or any other person or entity, to enforce the provisions of this DRC.

b. In addition to all other rights and remedies at law or in equity, the Agency has the right to seek temporary and permanent injunctions against the Declarant for any disallowed activities or uses conducted on the Property contrary to the requirements of Articles 1.1 and 1.2. The Agency has the right to seek specific performance of any of the covenants and restrictions of this DRC concerning the construction and operation of the Property.

**4.4 Termination; Release.** This DRC is binding until a release is executed by the Agency Secretary (or designee) and is recorded in the public records of the county in which the Property is located. To receive prior approval from the Agency to remove or amend any requirement herein, including full release of this DRC, the Declarant must request written approval for such removal or amendment from the Agency in writing as provided for in Article 6.8 below, including the Declarant's reasoning for making the request. This DRC may be modified in writing only pursuant to Article 6.3.

**Article 5. Access and Duration**

**5.1 Access.** Declarant and its successors and assigns shall hereby grant site access to the Agency or its successors and assigns, with any necessary equipment or vehicles to inspect the entire Property, for the purpose of determining compliance with this DRC. The Agency will notify the Declarant as provided for in Article 6.8 below at least twenty-four (24) hours prior to accessing the Property. This DRC does not convey

to the public the right to enter the Property for any purpose whatsoever. If the Property does not abut a publicly dedicated right-of-way allowing the Agency access to the site, if possible, the Declarant or its successors or assigns shall draft and record an access easement to the benefit of the Agency in the public records of the county where the Property is located within one hundred eighty (180) days of closing or execution of this DRC, whichever occurs later.

**5.2 Duration.** It is the intention of this DRC that the Property (as more fully described in Exhibit A) be hereby dedicated in perpetuity to the benefit of the general public for the purposes specified in Article 1, along with other related uses necessary for the accomplishment of those purposes. The restrictions contained in this DRC shall run with the land and with the title to the Property until terminated as set forth in this DRC and shall apply to and be binding upon and inure to the benefit of the successors and assigns of Declarant and to any and all parties hereafter having any right, title, or interest in the Property or any part thereof.

#### **Article 6. Miscellaneous**

**6.1 Owner's Rights.** The Declarant, its successors and assigns, reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and are consistent with the intent and purposes of this DRC.

**6.2 Taxes.** When perpetual maintenance of the Property is required by the Agreement, Declarant shall pay, before delinquency, any and all taxes, assessments, fees, and charges of whatever description levied on by competent authority on the Property and shall furnish the Agency with satisfactory evidence of payment upon request.

**6.3 Modification.** Either Party may request modification of the provisions of this DRC at any time. The Agency will review any changes requested by the Declarant to ensure that the requested changes will not violate the statutes, rules, or other regulations governing the Resilient Florida Program. Changes that are mutually agreed upon will be valid only when reduced to writing, signed by the current owner of the Property and the Agency, and recorded in the public records of Brevard County, Florida.

**6.5 Entire Agreement.** This instrument sets forth the entire agreement of the Parties with respect to this DRC.

**6.6 Severability.** If any provision of this DRC or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this DRC shall not be affected thereby as long as the purpose of the DRC is preserved.

**6.7 Terms and Restrictions.** The Declarant shall insert the terms and restrictions of this DRC in any subsequent deed or other legal instrument by which the Declarant divests itself of any interest in the Property.

**6.8 Notice and Contact.** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by electronic mail, hand delivery, or first class, United States certified mail, return receipt requested, addressed to the appropriate party specified below. The Agency will consider that the notice is received on the date of delivery if by electronic mail or personal delivery or upon actual receipt if sent by registered mail.

Agency: Resilient Florida Program  
Florida Department of Environmental Protection  
2600 Blair Stone Road, MS #235  
Tallahassee, Florida 32399  
(850) 245-7600  
[ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov)

Declarant: Brevard County  
Bach McClure, Stormwater Program Administrator  
Natural Resources Management Dept.  
2725 Judge Fran Jamieson Way, Ste A-219  
Viera, FL 32940  
[Bach.McClure@BrevardFL.gov](mailto:Bach.McClure@BrevardFL.gov)

If the Declarant's address or representative changes after execution of this DRC, the Declarant must notify the Agency of the change as provided above.

**6.9 Recording.** Upon execution by the Parties hereto, the Declarant shall record and file this instrument in the official public records of Brevard County, Florida, either within thirty (30) days of execution of this DRC if the Property was acquired prior to execution of this DRC or concurrent with full acquisition (i.e., closing) of the Property if the Property has not been acquired prior to execution of this DRC. The Declarant shall pay all fees and charges incurred in connection therewith.

**6.10 Applicable Law, Venue, Attorney's Fees, and Waiver of Jury Trial.** This DRC shall be construed under the laws of the State of Florida, and for any actions arising out of this DRC, venue shall lie in Brevard County, where the Property is located, each party shall bear its own attorney's fees and costs and ANY TRIAL SHALL BE NON-JURY.

**6.11 Counterparts.** This DRC may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute one and the same instrument.

**6.12 Electronic Signatures.** In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic signature page were an original.

**6.13 Binding Effect.** The terms, conditions, restrictions, and purposes imposed with this DRC shall be binding upon Declarant and shall run with the Property until the termination of the Agreement.

**6.14 Declarant's Certification.** The Declarant certifies that it is lawfully seized of the Property described herein in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this DRC (or that such parties have joined this DRC, subordinated their interests to this DRC, or been informed of the existence and execution of this DRC, as appropriate); that all mortgages and liens on the Property, if any, have been subordinated to this DRC; and that the Declarant has good right and lawful authority to make this DRC.

THE REMAINDER OF THIS PAGE LEFT BLANK

EXHIBIT "A"

C/N 2022227405, OR BK 9614 Page 188, Recorded 09/16/2022 at 10:50 AM Rachel M. Sackelf, Clerk of Courts, Brevard County Doc. D: \$784.00

Prepared by:  
Karen DeLeo  
The Title Station, Inc.  
3700 North Wickham Road #7  
Melbourne, Florida 32935

File Number: 22-1377  
\$112,000.00 - sales price

**General Warranty Deed**

Made this September 2, 2022 A.D. By Sherman R. Tucker and Emily K. Tucker, husband and wife, whose address is: 104 Riverside Dr, Apt 305, Cocoa, Florida 32922, hereinafter called the grantor, to Brevard County, a political subdivision of the State of Florida, whose post office address is: 2725 Judge Fran Jamieson Way, Melbourne, Florida 32940, hereinafter called the grantee

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Brevard County, Florida, viz:

West 165 feet of NW 1/4 of NE 1/4, except Road right-of-way parcel of land lying in Section 31, Township 24 South, Range 36 East, Brevard County, Florida.

And being further described as follows:

A parcel of land lying and being in the Northeast 1/4 of Section 31, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Begin at a point marking the intersection of the South right-of-way line of Lake Drive and the East line of Lot 1 of W.H. FANNING as recorded in Plat Book 2, Page 58 of the Public Records of Brevard County, Florida; thence coincident with said South right-of-way boundary, N 88 degrees 56'06" E a distance of 164.79 feet to a point coincident with West line of MAY PALM ESTATES as recorded in Plat Book 21, Page 20 of the Public Records of Brevard County, Florida; thence departing said South right-of-way line, coincident with said West line, S 00 degrees 47'20" E a distance of 1258.36 feet to a point marking the Southwest corner of said Plat of MAY PALM ESTATES; thence departing said West line, coincident with the North line of South 1/2 of the Northeast 1/4 of Section 31, Township 24 South, Range 36 East, Brevard County, Florida, S 89 degrees 30'37" W a distance of 164.82 feet to a point coincident with the West line of the Northeast 1/4 of said Section 31, thence departing said North line, coincident with said West line, N 00 degrees 47'15" W a distance of 1256.70 feet to the Point of Beginning.

Parcel ID Number: 24-36-31-00-45

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2021.

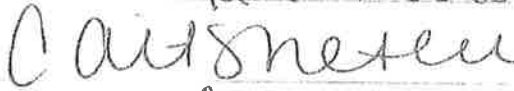
Prepared by:  
Karen DeLeo  
The Title Station, Inc.  
3200 North Wickham Road #7  
Melbourne, Florida 32935

File Number: 22-1377  
\$112,000.00 - sales price

**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

*Signed, sealed and delivered in our presence:*

  
Witness Printed Name: Karen DeLeo

  
Witness Printed Name: Caitlin Netter

  
Sherman R. Tucker (Seal)

Address: 104 Riverside Dr, Apt 305, Cocoa, Florida 32922

  
Emily K. Tucker (Seal)

State of Florida  
County of Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this September 2, 2022, by Sherman R. Tucker and Emily K. Tucker, husband and wife, who are personally known to me or who produced DL as identification.

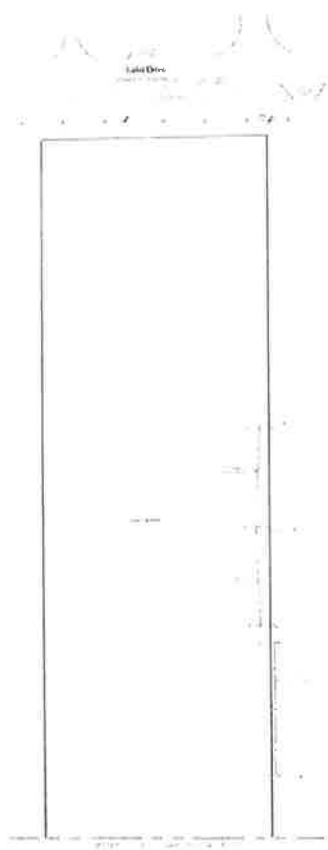


  
Notary Public Signature

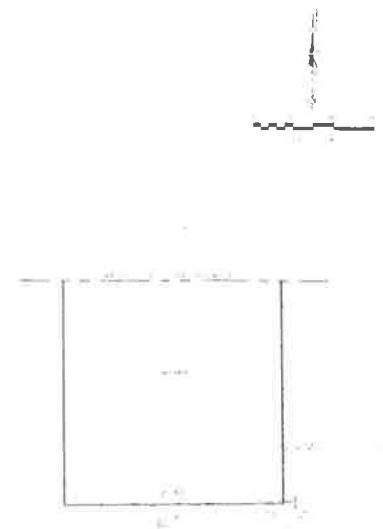
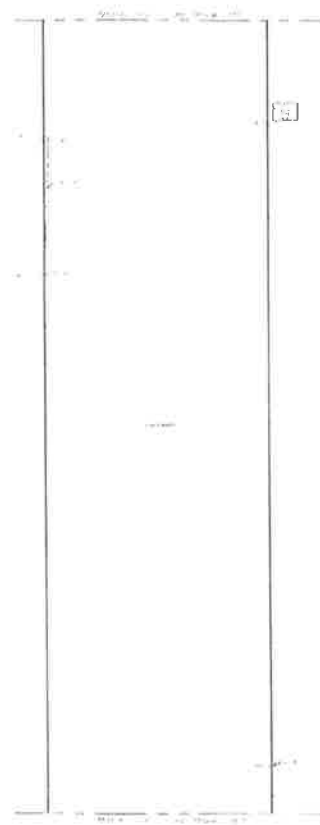
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_





Planimetric Detail



Planimetric Detail  
Jackson County

Planimetric Detail  
Jackson County



**IN WITNESS WHEREOF**, the Parties hereto have duly executed this document of their own accord, as of the latest date written below.

Attest:

  
Rachel Sadoff, Clerk to the Board

Agenda Item # F.4.  
As approved by the Board on **NOV 12 2024**

**DECLARANT:**

Board of County Commissioners Brevard  
County, Florida

By:   
Rita Pritchett, Vice Chair

Reviewed for legal form and content by:

  
Assistant County Attorney

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel \_\_\_\_\_

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Signed, sealed and delivered in the presence of:

Witness: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as representative for the Florida Department of Environmental Protection.

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public

\_\_\_\_\_  
Commission No.

\_\_\_\_\_  
Commission Expires:

Prepared by:  
Bach McClure  
Stormwater Program  
Natural Resources Management Dept. Brevard  
County  
2725 Judge Fran Jamieson Way  
Suite A-219  
Viera, Florida 32940

RESILIENT FLORIDA PROGRAM  
Project Number: 097  
DEP Grant Agreement Number: 097  
Project Name: West Cocoa Stormwater Flood  
Protection and Infrastructure Upgrades

## **Declaration of Restrictive Covenants**

**This Declaration of Restrictive Covenants ("DRC")** is made by the Brevard County, a political subdivision of the State of Florida ("Declarant"). As used herein, the term "Declarant" shall include any and all heirs, successors, or assigns of the Declarant, and all subsequent owners of the "Property" (as hereinafter defined), and the term "Agency" shall mean the Florida Department of Environmental Protection (collectively, the "Parties") and any subsequent successors or assigns.

### **Recitals**

**WHEREAS**, the Declarant is the sole owner, in fee simple, of the "Lake Drive to SR520 Connection - South" area located in Brevard County, Florida (the "Property"), Parcel # 24-36-31-00-46 and 24-36-31-00-47, shown on Exhibits "A" (with the legal description) and "B" (with a survey of the Property) attached hereto and incorporated herein by reference; and

**WHEREAS**, Grant Agreement No. 22FRP97 ("Agreement"), for Project West Cocoa Stormwater Flood Protection and Infrastructure Upgrades was entered into by and between the Declarant and the Agency on 6 day of February, 2024, provides funding for certain activities that could affect wetlands or other surface waters in or of the State of Florida pursuant to the Resilient Florida Program, Section 380.093, *Florida Statutes*; and

**WHEREAS**, it is the purpose of this DRC, and it is the Parties' intent, to facilitate construction of resiliency projects on the Property including flood mitigation, nutrient reduction, or pollution reduction, hereafter known as "the Projects"; and

**WHEREAS**, it is the purpose of this DRC, and it is the Parties' intent, to place restrictions, covenants, and conditions on the Property to retain land or water areas in

their natural condition, or in an enhanced, restored, or created condition; and to prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its natural condition, or in accordance with an enhanced, restored, or created condition except as necessary to construct, maintain, repair, or improve the Projects; and

**WHEREAS**, the Declarant, in consideration of the project authorization and State funding granted by the Agreement and other good and valuable consideration provided to the Agency, is agreeable to placing and does voluntarily place these restrictions, covenants, and conditions over the Property in perpetuity; and

**NOW THEREFORE**, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **Article 1. Allowed Uses and Disallowed Activities**

1.1 Declarant hereby imposes the following requirements collectively referred to as "*allowed uses*" as needed to construct, maintain, repair, or improve the Projects:

- a. Any activities associated with construction of the Projects including ditching, diking, fencing, and installation of signage.
- b. Removing, destroying, or trimming trees, shrubs, or other vegetation and removal of exotic or invasive species.
- c. Removal of dead trees and shrubs or leaning trees that could cause damage, obstructions, or impede the functioning of the Projects.
- d. Excavation, dredging, or removal of any material substance.
- e. Construction or placing of maintenance roads, signs, utilities, and other structures on, in, or above the ground.
- f. Activities conducted in accordance with a burn authorization timely granted by the Florida Forest Service are authorized. No later than seven (7) days before commencing any activities to implement a burn, Declarant shall notify the Agency in writing of its intent to seek a burn authorization from the Florida Forest Service and commence burning activities, including the time period in which such burning activities will be completed. All such activities may only be completed during the time period approved by the Florida Forest Service and must be conducted in accordance with Chapter 590, *Florida Statutes*, and Chapter 51-2, *Florida Administrative Code*, as applicable.
- g. Any other activities authorized by the Agreement or otherwise approved in writing by the Agency are authorized.

1.2 The following activities, collectively referred to as the "*disallowed activities*," shall also be expressly prohibited in or on the Property unless associated with the Projects or permitted as allowed activities:

- a. Construction or placing of buildings, roads, billboards, or other advertising, or other structures on or above the ground;
- b. Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;
- c. Surface use, except for purposes that permit the land or water area to remain predominately in its natural or enhanced condition;
- d. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation except ditching, diking, and fencing;
- e. Acts or uses detrimental to such aforementioned retention of land or water areas, except as allowed;
- f. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance; and
- g. If archaeological or historic sites are located on the Property, the Declarant must comply with Chapter 267, *Florida Statutes*. The collection of artifacts from the Property or the disturbance of archaeological and historic sites on the Property are prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

1.3 The Declarant will prevent the unauthorized use of the Property or any use that does not comply with this DRC.

1.4 All buildings, structures, improvements, land alterations, and signs not relating to the Projects will require prior written approval by the Agency and, if approved, an amendment to this DRC pursuant to Article 6.3.

## **Article 2. Transition**

2.1 Upon acquisition of the Property by the Declarant, if the Property will temporarily remain subject to any of the disallowed activities, the Declarant will provide notice to the Agency, either in this DRC or as provided for in Article 6.8 below, within thirty (30) calendar days of the closing date, as well as provide a timeline to the Agency of when all such disallowed activities will cease and when restoration, if necessary, will begin.

2.2 No disallowed activities are either currently known to exist on the Property or will be taking place on the Property upon closing.

2.3 The Declarant will cease all disallowed activities either currently taking place on the Property or that will be taking place on the Property upon closing within (6) months of adoption of this DRC or closing, whichever is later, unless otherwise approved in writing by the Agency, and will restore the Property, if necessary, according to the following timeline.

- a. Within eighteen (18) months of closing or execution of this DRC, whichever occurs later.

### **Article 3. Transfer of the Property or any Interest Therein**

3.1 If the Declarant seeks to transfer title to the Property, the Declarant must inform the potential buyer of this DRC and give the Agency prior notice in writing of the potential sale as provided for in Article 6.8 below at least ninety (90) days before closing.

3.2 If the Property is transferred, in order to ensure the perpetual nature of this DRC, these restrictions must be referenced in any subsequent lease or deed of conveyance, including the recording book and page of record of this DRC.

3.3 If the Declarant seeks to enter a lease for management or use of the Property, the Declarant shall provide a copy of the draft lease or management plan to the Agency as provided for in Article 6.8 below at least thirty (30) calendar days prior to entering into that agreement.

3.4 The Declarant cannot use the interest acquired by it in the Property as security for any of the Declarant's debt.

3.5 If title to the Property, or any part thereof, is taken by a governmental body through the exercise or the threat of the exercise of the power of eminent domain, the Declarant must deposit fifty (50) percent of the condemnation award with the Agency. The Declarant must, within six (6) months of closing or execution of this DRC, whichever occurs later, begin to rebuild, replace, repair, or restore the Property consistent with this DRC. The Agency will make the condemnation award amount deposited with the Agency available to the Declarant to provide funds for restoration work. If the Declarant fails to timely initiate or complete the rebuilding, repair, or restoration of the Property, the Agency has the right, in addition to any other remedies at law or in equity, to use those proceeds to repair, restore, or rebuild the Property to prevent the occurrence of a default.

### **Article 4. Corrective Action, Enforcement, Termination, and Remedies**

4.1 **Corrective Action Plan:** If the Declarant violates any term or condition of this DRC, the Agency will notify the Declarant of the violation by written notice given by personal delivery, registered mail, or registered expedited service as provided for in Article 6.8 below. The Declarant will immediately act to cure the violation and must complete the cure within thirty (30) days after receiving notice of the violation. If the situation cannot reasonably be cured within thirty (30) days, the Declarant will submit a timely written request to the Resilient Florida Program Manager for additional time. This request shall include the current status of the violation, the reasons for the delay, and a time frame for completing the cure. The Agency will approve or deny the request in

writing within thirty (30) days of receiving the request. Any violation must be resolved within one hundred twenty (120) days of the Declarant's receiving notice of the violation unless the Declarant can demonstrate extenuating circumstances to justify a greater extension of time.

**4.2 Loss of Future Project Funds:** If the Declarant fails to timely correct violations of this DRC or uses the Property for other than the purposes specified herein or allows a third party to do so, the Declarant, after notice from the Agency, will become ineligible for future project funding via the Resilient Florida Program unless the Agency waives such ineligibility in writing.

**4.3 Enforcement:**

a. The terms and conditions of this DRC may be enforced by the Agency and its assigns at law or equity, at the Agency's reasonable discretion, to prevent the occurrence of any of prohibited uses or disallowed activities set forth herein, and to require the restoration of such areas or features of the Property that may be damaged by any activity or use that is inconsistent with this DRC. Any forbearance on behalf of the Agency to exercise its rights in the event of the Declarant to comply with the provisions of this DRC shall not be deemed or construed to be a waiver of the Agency's rights hereunder in the event of any subsequent failure of the Declarant to comply. The Agency shall not be obligated to the Declarant, or any other person or entity, to enforce the provisions of this DRC.

b. In addition to all other rights and remedies at law or in equity, the Agency has the right to seek temporary and permanent injunctions against the Declarant for any disallowed activities or uses conducted on the Property contrary to the requirements of Articles 1.1 and 1.2. The Agency has the right to seek specific performance of any of the covenants and restrictions of this DRC concerning the construction and operation of the Property.

**4.4 Termination; Release.** This DRC is binding until a release is executed by the Agency Secretary (or designee) and is recorded in the public records of the county in which the Property is located. To receive prior approval from the Agency to remove or amend any requirement herein, including full release of this DRC, the Declarant must request written approval for such removal or amendment from the Agency in writing as provided for in Article 6.8 below, including the Declarant's reasoning for making the request. This DRC may be modified in writing only pursuant to Article 6.3.

**Article 5. Access and Duration**

**5.1 Access.** Declarant and its successors and assigns shall hereby grant site access to the Agency or its successors and assigns, with any necessary equipment or vehicles to inspect the entire Property, for the purpose of determining compliance with this DRC. The Agency will notify the Declarant as provided for in Article 6.8 below at least twenty-four (24) hours prior to accessing the Property. This DRC does not convey

to the public the right to enter the Property for any purpose whatsoever. If the Property does not abut a publicly dedicated right-of-way allowing the Agency access to the site, if possible, the Declarant or its successors or assigns shall draft and record an access easement to the benefit of the Agency in the public records of the county where the Property is located within one hundred eighty (180) days of closing or execution of this DRC, whichever occurs later.

**5.2 Duration.** It is the intention of this DRC that the Property (as more fully described in Exhibit A) be hereby dedicated in perpetuity to the benefit of the general public for the purposes specified in Article 1, along with other related uses necessary for the accomplishment of those purposes. The restrictions contained in this DRC shall run with the land and with the title to the Property until terminated as set forth in this DRC and shall apply to and be binding upon and inure to the benefit of the successors and assigns of Declarant and to any and all parties hereafter having any right, title, or interest in the Property or any part thereof.

## **Article 6. Miscellaneous**

**6.1 Owner's Rights.** The Declarant, its successors and assigns, reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and are consistent with the intent and purposes of this DRC.

**6.2 Taxes.** When perpetual maintenance of the Property is required by the Agreement, Declarant shall pay, before delinquency, any and all taxes, assessments, fees, and charges of whatever description levied on by competent authority on the Property and shall furnish the Agency with satisfactory evidence of payment upon request.

**6.3 Modification.** Either Party may request modification of the provisions of this DRC at any time. The Agency will review any changes requested by the Declarant to ensure that the requested changes will not violate the statutes, rules, or other regulations governing the Resilient Florida Program. Changes that are mutually agreed upon will be valid only when reduced to writing, signed by the current owner of the Property and the Agency, and recorded in the public records of Brevard County, Florida.

**6.5 Entire Agreement.** This instrument sets forth the entire agreement of the Parties with respect to this DRC.

**6.6 Severability.** If any provision of this DRC or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this DRC shall not be affected thereby as long as the purpose of the DRC is preserved.

**6.7 Terms and Restrictions.** The Declarant shall insert the terms and restrictions of this DRC in any subsequent deed or other legal instrument by which the Declarant divests itself of any interest in the Property.



**6.8 Notice and Contact.** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by electronic mail, hand delivery, or first class, United States certified mail, return receipt requested, addressed to the appropriate party specified below. The Agency will consider that the notice is received on the date of delivery if by electronic mail or personal delivery or upon actual receipt if sent by registered mail.

Agency: Resilient Florida Program  
Florida Department of Environmental Protection  
2600 Blair Stone Road, MS #235  
Tallahassee, Florida 32399  
(850) 245-7600  
[ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov)

Declarant: Brevard County  
Bach McClure, Stormwater Program Administrator  
Natural Resources Management Dept.  
2725 Judge Fran Jamieson Way, Ste A-219  
Viera, FL 32940  
[Bach.McClure@BrevardFL.gov](mailto:Bach.McClure@BrevardFL.gov)

If the Declarant's address or representative changes after execution of this DRC, the Declarant must notify the Agency of the change as provided above.

**6.9 Recording.** Upon execution by the Parties hereto, the Declarant shall record and file this instrument in the official public records of Brevard County, Florida, either within thirty (30) days of execution of this DRC if the Property was acquired prior to execution of this DRC or concurrent with full acquisition (i.e., closing) of the Property if the Property has not been acquired prior to execution of this DRC. The Declarant shall pay all fees and charges incurred in connection therewith.

**6.10 Applicable Law, Venue, Attorney's Fees, and Waiver of Jury Trial.** This DRC shall be construed under the laws of the State of Florida, and for any actions arising out of this DRC, venue shall lie in Brevard County, where the Property is located, each party shall bear its own attorney's fees and costs and ANY TRIAL SHALL BE NON-JURY.

**6.11 Counterparts.** This DRC may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute one and the same instrument.

**6.12 Electronic Signatures.** In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic signature page were an original.

**6.13 Binding Effect.** The terms, conditions, restrictions, and purposes imposed with this DRC shall be binding upon Declarant and shall run with the Property until the termination of the Agreement.

**6.14 Declarant's Certification.** The Declarant certifies that it is lawfully seized of the Property described herein in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this DRC (or that such parties have joined this DRC, subordinated their interests to this DRC, or been informed of the existence and execution of this DRC, as appropriate); that all mortgages and liens on the Property, if any, have been subordinated to this DRC; and that the Declarant has good right and lawful authority to make this DRC.

THE REMAINDER OF THIS PAGE LEFT BLANK

EXHIBIT "A"

CEN 2022226268, OR BK 9612 Page 2903, Recorded 09/15/2022 at 09:25 AM Rachel M. Sadoff, Clerk of Courts, Brevard County Doc. D: \$1057.00

Prepared by:  
Karen DeLeo  
The Title Station, Inc.  
3200 North Wickham Road #7  
Melbourne, Florida 32935

File Number: 22-1378

\$151,000.00 - sales price

**General Warranty Deed**

Made this September 8<sup>th</sup>, 2022 A.D. By Jack R. Canniff and Carol C. Meyer, Individually as husband and wife, and as Trustees of The Jack R. Canniff and Carol C. Meyer Family Revocable Trust Agreement, dated February 7, 2002 as amended and restated January 14, 2010 and restated on December 11, 2014, whose address is PO Box 2306, Cortaro, Arizona 85652, hereinafter called the grantor, to Brevard County, a political subdivision of the State of Florida, whose post office address is: 2725 Judge Fran Jamieson Way, Melbourne, Florida 32940, hereinafter called the grantee:

(Whoever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Brevard County, Florida, viz:

See Attached Schedule A

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2021.


Prepared by:  
Karen DeLeo  
The Title Station, Inc.  
3200 North Wickham Road #7  
Melbourne, Florida 32935


File Number: 22-1378

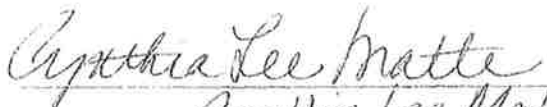
\$151,000.00 - sales price

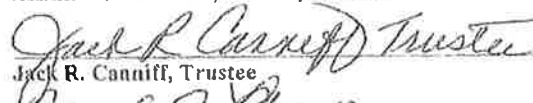
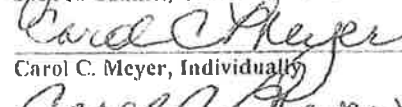

**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

*Signed, sealed and delivered in our presence:*

  
Witness Printed Name Klaus Axen

  
Jack R. Canniff, Individually (Seal)  
Address: PO Box 2306, Cortaro, Arizona 85652

  
Witness Printed Name Cynthia Lee Matte

  
Jack R. Canniff, Trustee (Seal)  
  
Carol C. Meyer, Individually (Seal)  
  
Carol C. Meyer, Trustee (Seal)

State of Az  
County of Pima

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this September 8, 2022, by , Jack R. Canniff and Carol C. Meyer, Individually as husband and wife, and as Trustees of The Jack R. Canniff and Carol C. Meyer Family Revocable Trust Agreement, dated February 7, 2002 as amended and restated January 14, 2010 and restated on December 11, 2014, who are personally known to me or who produced Driver License as identification.



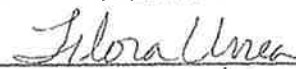
  
Notary Public  
Print Name: Flora Urrea  
My Commission Expires: 06/30/2024

EXHIBIT "A"

Legal Description: (Per Official Record Book 8651, Page 752)

PARCEL 1:

That certain tract of land in the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty One (31), Township Twenty-Four (24) South, Range Thirty-Six (36) East, described as follows:

Begin at the center of the Northeast Quarter of said Section 31, thence go south along the center line of the Northeast Quarter of Section 31 to the North side of the right-of-way of State Road 520; thence go West on the North line of the right-of-way of State Road 520 a distance of 1,000 feet, which is the POINT OF BEGINNING of the premises being described; from said POINT OF BEGINNING, run West along the North side of the right-of-way of State Road 520, a distance of 341.8 feet, more or less, to the center line of Section 31, thence go North along the center line of Section 31 a distance of 203.45 feet to the center line of the Northeast Quarter of Section 31; thence go East along the center line of the Northeast Quarter of Section 31, 341.8 feet to a point, thence go South on a line parallel with the center line of said Section 31 to the POINT OF BEGINNING and being a tract of land extending North a uniform width of 341.8 feet from State Road No. 520 to the North line of the Southwest Quarter of the Northeast Quarter of Section 31.

PARCEL 2:

A parcel of land lying in Section 31, Township 24 South, Range 36 East, Brevard County, Florida, being those lands described in Deed Book 431, Page 429 and Deed Book 431, Page 430, and being more particularly described as follows:

Commence at the center of the Northeast 1/4 of said Section 31, and run S.00°45'47"E., along the East line of the Southwest 1/4 of the Northeast 1/4, a distance of 219.55 feet to a point on the North right-of-way line of State Road No. 520; thence N.89°51'00"W., along said right-of-way line, a distance of 800.00 feet to the POINT OF BEGINNING; thence continue N.89°51'00"W., along said right-of-way line, a distance of 200.00 feet; thence N.00°45'47"W., parallel with said East line of the Southwest 1/4 of the Northeast 1/4 a distance of 207.04 feet to a point on the North line of the South 1/2 of the Northeast 1/4; thence N.89°25'59"E., along said North line, a distance of 199.98 feet; thence S.00°45'47"E., parallel with said East line of the Southwest 1/4 of the Northeast 1/4, a distance of 209.04 feet to the POINT OF BEGINNING.

PARCEL 3:

A parcel of land lying in Section 31, Township 24 South, Range 36 East, Brevard County, Florida, being those lands described in Deed Book 431, Page 429 and Deed Book 431, Page 430, and being more particularly described as follows:

Commence at the center of the Northeast 1/4 of said Section 31, and run S.00°45'47"E., along the East line of the Southwest 1/4 of the Northeast 1/4, a distance of 219.55 feet to a point on the North right-of-way line of State Road No. 520; thence N.89°51'00"W., along said right-of-way line, a distance of 700.00 feet to the POINT OF BEGINNING; thence continue N.89°51'00"W., along said right-of-way line, a distance of 100.00 feet; thence N.00°45'47"W., parallel with said East line of the Southwest 1/4 of the Northeast 1/4, a distance of 209.54 feet to a point on the North line of the South 1/2 of the Northeast 1/4; thence N.89°25'59"E., along said North line, a distance of 199.98 feet; thence S.00°45'47"E., parallel with said East line of the Southwest 1/4 of the Northeast 1/4, a distance of 210.79 feet to the POINT OF BEGINNING.

All Less & Except the following described property:

A parcel of land lying in Section 31, Township 24 South, Range 36 East, being the East 75.00 feet, by right angle measure, of those lands as described in Deed Book 431, Page 333, of the Brevard County Public Records, said subject parcel being more fully described as follows:

Commence at the Northeast corner of the Southwest Quarter of the Northeast Quarter of said Section 31 (aka the center of said Northeast Quarter), thence South 01 degrees 11 minutes 42 seconds East, along the East line of said Southwest Quarter of the Northeast Quarter (aka the centerline of said Northeast Quarter), a distance of 223.88 feet to a point on the Northern right-of-way line State Road No. 520 (an existing 200.00 foot wide right-of-way per State Road Department Right-of-Way Map Section 7010-203, thence South 89 degrees 35 minutes 06 seconds West, along said Northern right-of-way line, a distance of 700.00 feet to the southeast corner of said lands per Deed Book 431, Page 333, and the POINT OF BEGINNING of the lands herein described; thence continue South 89 degrees 35 minutes 06 seconds West, along said Northern right-of-way line, a distance of 75.00 feet to a point 75.00 feet Westerly, by right angle measure, of the East line of said lands per Deed Book 431, Page 333; thence departing said Northern right-of-way line, North 01 degrees 04 minutes 27 seconds West, parallel with the West line of said Southwest Quarter of the Northeast Quarter (aka the centerline of said Section 31), a distance of

115.89 feet to a point on the North line of said Southwest Quarter of the Northeast Quarter (aka centerline of said Northeast Quarter); thence North 81 degrees 57 minutes 28 seconds East, along said North line of the Southwest Quarter of the Northeast Quarter (aka the centerline of said Northeast Quarter), a distance of 75.00 feet to the Northeast corner of said lands per Deed Book 431, Page 333, thence South 01 degrees 04 minutes 27 seconds East, along said East line of Deed Book 431, Page 333, a distance of 215.21 feet to the POINT OF BEGINNING.

And Being Further Described As Follows:

Legal Description (By Surveyor)

A parcel of land lying and being in the Northeast 1/4 of Section 31, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

COMMENCE at a point marking the intersection of the South right-of-way line of Lake Drive and the East line of Lot 1 of W. H. FANNING as recorded in Plat Book 2, Page 58 of the Public Records of Brevard County, Florida; thence coincident with the East line of said Lot 1 (also being the West line of the Northeast 1/4 of Section 31, Township 24 South, Range 36 East, S 00°47'15" E a distance of 1256.70 feet to a point coincident with North line of the South 1/2 of the Northeast 1/4 of said Section 31, said point also being the POINT OF BEGINNING; thence departing said West line, coincident with said North line, N 89°30'37" E a distance of 533.83 feet to a point coincident with a line being 75.00 feet West of and parallel with the East line of the lands described in Deed Book 431, Page 333, of the Public Records of Brevard County, Florida; thence departing said North line, coincident with said parallel line, S 00°41'28" E a distance of 210.07 feet to a point coincident with the North right-of-way line of West King Street (State Road 520) per Florida Department of Transportation Map Section 7010-203, thence departing said parallel line, coincident with said North right-of-way line, N 89°48'30" W a distance of 553.55 feet to a point coincident with the aforesaid West line of the Northeast 1/4 of said Section 31, thence departing said North right-of-way line, coincident with said West line, N 30°47'15" W a distance of 203.59 feet to the POINT OF BEGINNING.

The Legal Description (by Surveyor) describes the same property as described in Official Records Book 8651, Page 753 of the Public Records of Brevard County.

Boundary Survey  
Canniff Parcel  
Section 31, Township 24 South, Range 36 East  
Brevard County, Florida

Legend of Symbols & Abbreviations

|              |               |
|--------------|---------------|
| 1. Surveyed  | 2. Easement   |
| 3. Easement  | 4. Easement   |
| 5. Easement  | 6. Easement   |
| 7. Easement  | 8. Easement   |
| 9. Easement  | 10. Easement  |
| 11. Easement | 12. Easement  |
| 13. Easement | 14. Easement  |
| 15. Easement | 16. Easement  |
| 17. Easement | 18. Easement  |
| 19. Easement | 20. Easement  |
| 21. Easement | 22. Easement  |
| 23. Easement | 24. Easement  |
| 25. Easement | 26. Easement  |
| 27. Easement | 28. Easement  |
| 29. Easement | 30. Easement  |
| 31. Easement | 32. Easement  |
| 33. Easement | 34. Easement  |
| 35. Easement | 36. Easement  |
| 37. Easement | 38. Easement  |
| 39. Easement | 40. Easement  |
| 41. Easement | 42. Easement  |
| 43. Easement | 44. Easement  |
| 45. Easement | 46. Easement  |
| 47. Easement | 48. Easement  |
| 49. Easement | 50. Easement  |
| 51. Easement | 52. Easement  |
| 53. Easement | 54. Easement  |
| 55. Easement | 56. Easement  |
| 57. Easement | 58. Easement  |
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| 85. Easement | 86. Easement  |
| 87. Easement | 88. Easement  |
| 89. Easement | 90. Easement  |
| 91. Easement | 92. Easement  |
| 93. Easement | 94. Easement  |
| 95. Easement | 96. Easement  |
| 97. Easement | 98. Easement  |
| 99. Easement | 100. Easement |

Map Symbols (See State Survey Map, 1911, Page 211)

Map Symbols (See State Survey Map, 1911, Page 211)

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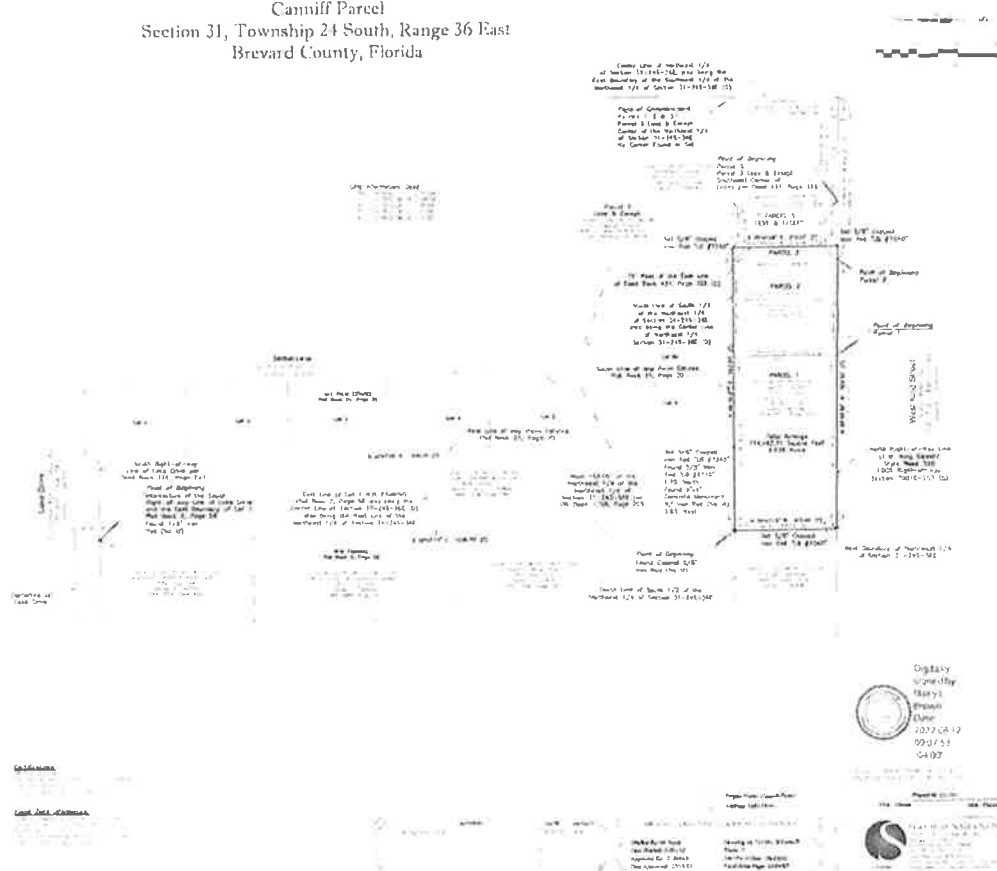
Map Symbols (See State Survey Map, 1911, Page 211)

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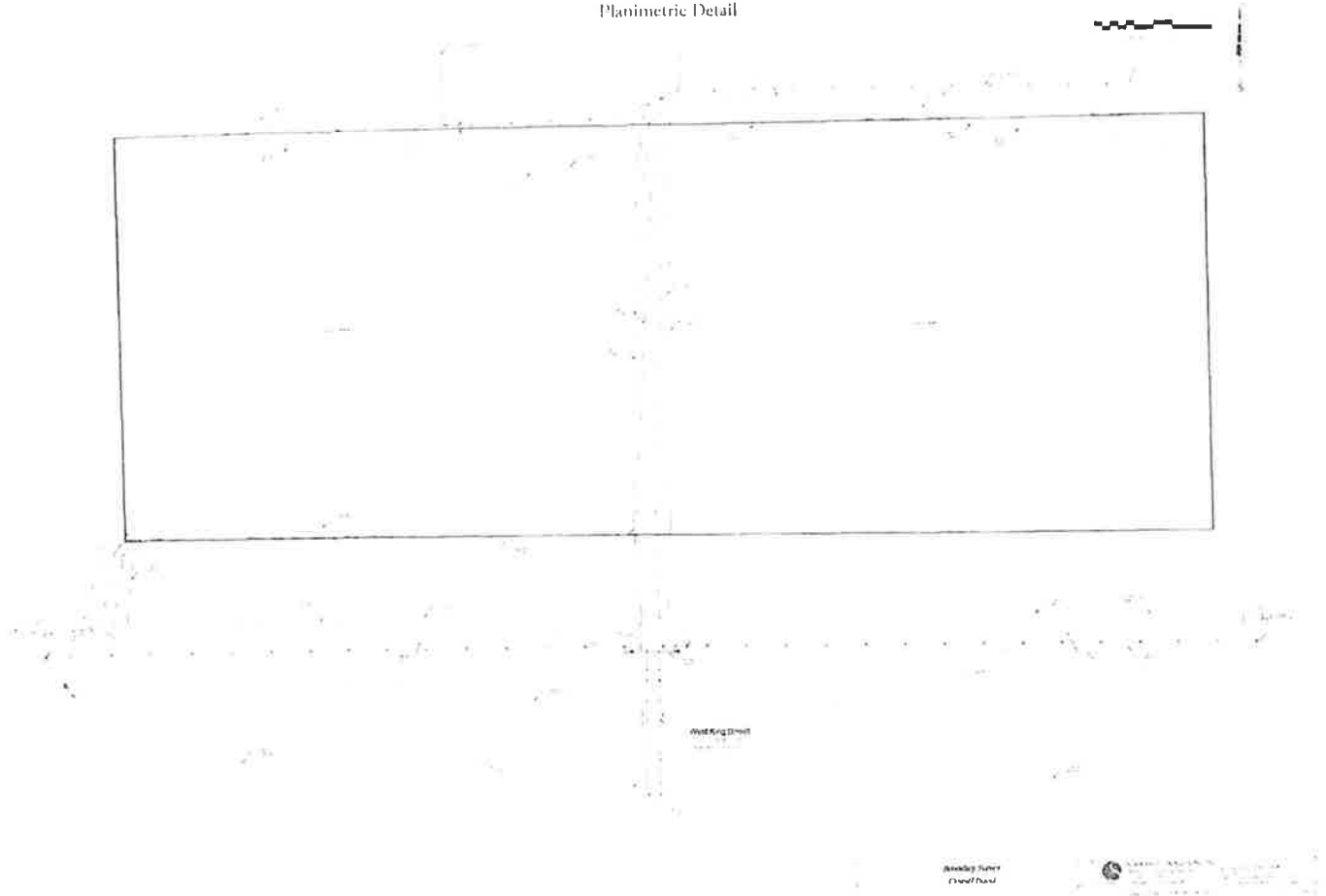
Map Symbols (See State Survey Map, 1911, Page 211)

Surveyor's Notes

Surveyor's Notes



Planimetric Detail





IN WITNESS WHEREOF, the Parties hereto have duly executed this document of their own accord, as of the latest date written below.

Attest

  
Rachel Sadoff, Clerk to the Board

Agenda Item # F.4.

As approved by the Board on NOV 12 2024

DECLARANT:

Board of County Commissioners  
Brevard County, Florida

By

  
Rita Pritchett, Vice Chair

Reviewed for legal form and content by

  
Assistant County Attorney

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel \_\_\_\_\_

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Signed, sealed and delivered in the presence of:

Witness: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as representative for the Florida Department of Environmental Protection.

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
\_\_\_\_\_  
Print Name of Notary Public  
Commission No. \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Brevard County Flood Protection and Infrastructure Upgrades** Agreement Number: **22FRP97**

2. Parties **State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Brevard County Board of County Commissioners** Entity Type: **Local Government**

Grantee Address: **P.O. Box 1496, Titusville, Florida 32781** FEID: **59-6000523** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **9/30/2026**

4. Project Number: **FRP097** Project Location(s): **Brevard County**  
(If different from Agreement Number)

Project Description: This Project will cover surveying, land acquisition, permitting, final design, and construction of several structural drainage conveyance improvements throughout the West Cocoa watershed. Construction will include new or upgraded conveyance structures, widening of ditches, and new controls structures, and will provide protection to homes, critical public infrastructure, commercial facilities, and public institutions.

| 5. Total Amount of Funding:                      | Funding Source?  | Award #s or Line Item Appropriations: | Amount per Source(s):  |
|--|--|---------------------------------------|------------------------|
| <b>\$ 3,510,000.00</b>                           | <input type="checkbox"/> State <input checked="" type="checkbox"/> Federal | <b>197 H23</b>                        | <b>\$ 3,510,000.00</b> |
|  | <input type="checkbox"/> State <input type="checkbox"/> Federal            |                                       | \$                     |
|  | <input checked="" type="checkbox"/> Grantee Match                          |                                       | <b>\$ 3,510,000.00</b> |
| Total Amount of Funding + Grantee Match, if any: |  |                                       | <b>\$ 7,020,000.00</b> |

|   |  |
|---|--|
| 6. Department's Grant Manager   | Grantee's Grant Manager  |
| Name: <b>Hanna Tillotson</b>  | Name: <b>Carolina Alvarez</b>  |
| or successor  | or successor   |
| Address: <b>Resilient Florida Program<br/>2600 Blair Stone Road, MS235<br/>Tallahassee, Florida 32399</b> | Address: <b>Brevard County Natural Resources Management<br/>2725 Judge Fran Jamieson Way, Ste A-219<br/>Melbourne, Florida 32940</b> |
| Phone: <b>850-245-7540</b>  | Phone: <b>321-633-2015</b>   |
| Email: <b>Hanna.Tillotson@FloridaDEP.gov</b>  | Email: <b>carolina.alvarez@brevardfl.gov</b>   |

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

|   |
|---|
| <input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements   |
| <input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions  |
| <input checked="" type="checkbox"/> Attachment 3: Grant Work Plan   |
| <input checked="" type="checkbox"/> Attachment 4: Public Records Requirements   |
| <input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements  |
| <input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements   |
| <input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fidls.com">https://facts.fidls.com</a> , in accordance with §215.985, F.S.   |
| <input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)   |
| <input type="checkbox"/> Additional Attachments (if necessary):   |
| <input checked="" type="checkbox"/> Exhibit A: Progress Report Form   |
| <input type="checkbox"/> Exhibit B: Property Reporting Form   |
| <input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form   |
| <input type="checkbox"/> Exhibit D: Quality Assurance Requirements  |
| <input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo  |
| <input checked="" type="checkbox"/> Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808  |
| <input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification |

|  |  |
|--|--|
| 8.   | The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1): |
| Federal Award Identification Number(s) (FAIN):   | SLFRP0125  |
| Federal Award Date to Department:                | 2/4/2022   |
| Total Federal Funds Obligated by this Agreement: | \$3,510,000  |
| Federal Awarding Agency:                         | U.S. Department of Treasury  |
| Award R&D?                                       | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A   |

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Brevard County Board of County Commissioners

GRANTEE

By   
(Authorized Signature)

JAN 23 2024

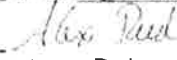
Date Signed

Jason Steele, Chair

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By   
Secretary or Designee

02/06/2024

Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

FOR INFORMATIONAL PURPOSES  
ONLY

---

ORCP Additional Signatures

---

  
DEP Grant Manager, Hanna Tillotson

  
DEP QC Reviewer, Charles Neuhauser

---

Grantee may add additional signatures below, if needed.

---

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
AGREEMENT NO. 22FRP97**

**ATTACHMENT 3**

**PROJECT TITLE:** Brevard County Flood Protection and Infrastructure Upgrades

**PROJECT LOCATION:** The Project is located in the unincorporated City of Cocoa within Brevard County, Florida.

**PROJECT DESCRIPTION:**

The Brevard County Board of County Commissioners (Grantee) will complete the Brevard County Flood Protection and Infrastructure Upgrades (Project). This Project will cover surveying, land acquisition, permitting, final design, and construction of several structural drainage conveyance improvements throughout the West Cocoa watershed. Construction will include new or upgraded conveyance structures, widening of ditches, and new controls structures, and will provide protection to homes, critical public infrastructure, commercial facilities, and public institutions.

**TASKS AND DELIVERABLES:**

**Task 1 - Land Acquisition**

**Description:** The Grantee will acquire fee simple or less-than-fee simple interest on properties within Brevard County. The Grantee, in collaboration with the Department, will also execute and record a separate Declaration of Restrictive Covenants (DRC) that shall run with the title to the Property. Costs related to pre-acquisition and acquisition activities will be reimbursable. These property interests will be held by the Grantee.

**Deliverables:** The Grantee will submit:

- **1.1:** A copy of all appraisals;
- **1.2:** A copy of either the closing statement or all closing documents;
- **1.3:** A copy of the title exam/insurance;
- **1.4:** A property survey;
- **1.5:** A boundary map;
- **1.6:** The deed, recorded easement, or property interest; and
- **1.7:** A copy of the recorded DRC.

**Task 2 - Project Management**

**Description:** The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

**Deliverables:** The Grantee will submit:

- **2.1:** Quarterly Project management reports signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project, to include:
- **2.2:** A summary of project and site inspection(s),
- **2.3:** Meeting minutes, and

DEP Agreement No.: Agreement No.

Page 1 of 3

- **2.4:** Field notes, as applicable.

### **Task 3 - Design and Permitting**

**Description:** The Grantee will acquire professional services for the engineering and design of structural drainage conveyance improvements within the West Cocoa watershed and obtain all necessary permits for construction of the Project.

Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit all work products to the appropriate local, state, and federal regulatory agencies.

**Deliverables:** The Grantee will submit:

- **3.1:** All final design documents as signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design; and
- **3.2:** A copy of final permit documents from all applicable local, state, and federal regulatory agencies.

### **Task 4 - Construction**

**Description:** The Grantee will construct new and upgraded drainage conveyance structures, widen ditches, and add new control structures, in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits.

**Deliverables:** The Grantee will submit:

- **4.1:** A copy of the record (as-built) drawings;
- **4.2:** A Certificate of Completion signed by a Florida-registered Professional Engineer; and
- **4.3:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent.

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all

deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

| Task No.      | Task Title            | Budget Category      | DEP Amount         | Match Amount       | Total Amount       | Task Start Date | Task Due Date |
|---------------|-----------------------|----------------------|--------------------|--------------------|--------------------|-----------------|---------------|
| 1             | Land Acquisition      | Land Acquisition     | \$150,000          | \$438,450          | \$588,450          | Upon Execution  | 6/30/2026     |
| 2             | Project Management    | Contractual Services | \$208,840          | \$116,160          | \$325,000          | Upon Execution  | 6/30/2026     |
| 3             | Design and Permitting | Contractual Services | \$744,160          | \$361,500          | \$1,105,660        | Upon Execution  | 6/30/2026     |
| 4             | Construction          | Contractual Services | \$2,407,000        | \$2,593,890        | \$5,000,890        | Upon Execution  | 6/30/2026     |
| <b>Total:</b> |                       |                      | <b>\$3,510,000</b> | <b>\$3,510,000</b> | <b>\$7,020,000</b> |                 |               |



## LOCATION MAP

**Section 31, Township 24 South, Range 36 East - District: 1**

**PROPERTY LOCATION:** East of Range Road and between Lake Drive and Highway 520 in Cocoa.

**OWNERS NAME(S):** Sherman R. Tucker and Emily K. Tucker (Parcel 1)  
Jack R. Canniff and Carol C. Meyer (Parcels 2 and 3)



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

|   |  |
|---|--|
| 1. Project Title (Project):<br><b>Brevard County Flood Protection and Infrastructure Upgrades</b>   | Agreement Number:<br><b>22FRP97</b>        |
| 2. Parties<br><b>State of Florida Department of Environmental Protection,<br/>3900 Commonwealth Boulevard<br/>Tallahassee, Florida 32399-3000</b> (Department)  |  |
| Grantee Name: <b>Brevard County Board of County Commissioners</b>   | Entity Type: <b>Local Government</b>       |
| Grantee Address: <b>P.O. Box 1496, Titusville, Florida 32781</b>  | FEID: <b>59-6000523</b> (Grantee)          |
| 3. Agreement Begin Date:<br><b>Upon Execution</b>   | Date of Expiration:<br><b>9/30/2026</b>    |
| 4. Project Number: <b>FRP097</b><br>(If different from Agreement Number)  | Project Location(s): <b>Brevard County</b> |
| Project Description: This Project will cover surveying, land acquisition, permitting, final design, and construction of several structural drainage conveyance improvements throughout the West Cuswa watershed. Construction will include new or upgraded conveyance structures, widening of ditches, and new controls structures, and will provide protection to homes, critical public infrastructure, commercial facilities, and public institutions. |  |

| 5. Total Amount of Funding:                      | Funding Source?  | Award #s or Line Item Appropriations: | Amount per Source(s):  |
|--|--|---------------------------------------|------------------------|
| <b>\$ 3,510,000.00</b>                           | <input type="checkbox"/> State <input checked="" type="checkbox"/> Federal | <b>197 H23</b>                        | <b>\$ 3,510,000.00</b> |
|  | <input type="checkbox"/> State <input type="checkbox"/> Federal            |                                       | \$                     |
|  | <input checked="" type="checkbox"/> Grantee Match                          |                                       | <b>\$ 3,510,000.00</b> |
| Total Amount of Funding + Grantee Match, if any: |  |                                       | <b>\$ 7,020,000.00</b> |

|  |  |
|--|--|
| 6. Department's Grant Manager<br>Name: <b>Hanna Tillotson</b><br>or successor<br>Address: <b>Resilient Florida Program<br/>2600 Blair Stone Road, MS235<br/>Tallahassee, Florida 32399</b><br>Phone: <b>850-245-7540</b><br>Email: <b>Hanna.Tillotson@FloridaDEP.gov</b> | Grantee's Grant Manager<br>Name: <b>Carolina Alvarez</b><br>or successor<br>Address: <b>Brevard County Natural Resources Management<br/>2725 Judge Fran Jamieson Way, Ste A-219<br/>Melbourne, Florida 32940</b><br>Phone: <b>321-633-2015</b><br>Email: <b>carolina.alvarez@brevardfl.gov</b> |
|--|--|

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

|   |
|---|
| <input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements   |
| <input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions  |
| <input checked="" type="checkbox"/> Attachment 3: Grant Work Plan   |
| <input checked="" type="checkbox"/> Attachment 4: Public Records Requirements   |
| <input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements  |
| <input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements   |
| <input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.flds.com">https://facts.flds.com</a> , in accordance with §215.985, F.S.     |
| <input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)   |
| <input type="checkbox"/> Additional Attachments (if necessary):   |
| <input checked="" type="checkbox"/> Exhibit A: Progress Report Form   |
| <input type="checkbox"/> Exhibit B: Property Reporting Form   |
| <input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form   |
| <input type="checkbox"/> Exhibit D: Quality Assurance Requirements  |
| <input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo  |
| <input checked="" type="checkbox"/> Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808  |
| <input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification |

|  |  |  |
|--|--|--|
| 8.   | The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1): |  |
| Federal Award Identification Number(s) (FAIN):   | SLFRP0125  |  |
| Federal Award Date to Department:                | 2/4/2022   |  |
| Total Federal Funds Obligated by this Agreement: | \$3,510,000  |  |
| Federal Awarding Agency:                         | U.S. Department of Treasury  |  |
| Award R&D?                                       | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A   |  |

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Brevard County Board of County Commissioners

GRANTEE

By   
(Authorized Signature)

JAN 23 2024

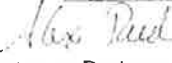
Date Signed

Jason Steele, Chair

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By   
Secretary or Designee

02/06/2024

Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

---

ORCP Additional Signatures

---

  
DEP Grant Manager, Hanna Tillotson

  
DEP QC Reviewer, Charles Neuhauser

---

Grantee may add additional signatures below, if needed.

---

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
AGREEMENT NO. 22FRP97**

**ATTACHMENT 3**

**PROJECT TITLE:** Brevard County Flood Protection and Infrastructure Upgrades

**PROJECT LOCATION:** The Project is located in the unincorporated City of Cocoa within Brevard County, Florida.

**PROJECT DESCRIPTION:**

The Brevard County Board of County Commissioners (Grantee) will complete the Brevard County Flood Protection and Infrastructure Upgrades (Project). This Project will cover surveying, land acquisition, permitting, final design, and construction of several structural drainage conveyance improvements throughout the West Cocoa watershed. Construction will include new or upgraded conveyance structures, widening of ditches, and new controls structures, and will provide protection to homes, critical public infrastructure, commercial facilities, and public institutions.

**TASKS AND DELIVERABLES:**

**Task 1 - Land Acquisition**

**Description:** The Grantee will acquire fee simple or less-than-fee simple interest on properties within Brevard County. The Grantee, in collaboration with the Department, will also execute and record a separate Declaration of Restrictive Covenants (DRC) that shall run with the title to the Property. Costs related to pre-acquisition and acquisition activities will be reimbursable. These property interests will be held by the Grantee.

**Deliverables:** The Grantee will submit:

- **1.1:** A copy of all appraisals;
- **1.2:** A copy of either the closing statement or all closing documents;
- **1.3:** A copy of the title exam/insurance;
- **1.4:** A property survey;
- **1.5:** A boundary map;
- **1.6:** The deed, recorded easement, or property interest; and
- **1.7:** A copy of the recorded DRC.

**Task 2 - Project Management**

**Description:** The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

**Deliverables:** The Grantee will submit:

- **2.1:** Quarterly Project management reports signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project, to include:
- **2.2:** A summary of project and site inspection(s),
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DEP Agreement No.: Agreement No.

Page 1 of 3



- **2.4:** Field notes, as applicable.

### **Task 3 - Design and Permitting**

**Description:** The Grantee will acquire professional services for the engineering and design of structural drainage conveyance improvements within the West Cocoa watershed and obtain all necessary permits for construction of the Project.

Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit all work products to the appropriate local, state, and federal regulatory agencies.

**Deliverables:** The Grantee will submit:

- **3.1:** All final design documents as signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design; and
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### **Task 4 - Construction**

**Description:** The Grantee will construct new and upgraded drainage conveyance structures, widen ditches, and add new control structures, in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits.

**Deliverables:** The Grantee will submit:

- **4.1:** A copy of the record (as-built) drawings;
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**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all

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**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

| Task No.      | Task Title            | Budget Category      | DEP Amount         | Match Amount       | Total Amount       | Task Start Date | Task Due Date |
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| 4             | Construction          | Contractual Services | \$2,407,000        | \$2,593,890        | \$5,000,890        | Upon Execution  | 6/30/2026     |
| <b>Total:</b> |                       |                      | <b>\$3,510,000</b> | <b>\$3,510,000</b> | <b>\$7,020,000</b> |                 |               |

## LOCATION MAP

**Section 31, Township 24 South, Range 36 East - District: 1**

PROPERTY LOCATION: East of Range Road and between Lake Drive and Highway 520 in Cocoa.

OWNERS NAME(S): Sherman R. Tucker and Emily K. Tucker (Parcel 1)  
Jack R. Canniff and Carol C. Meyer (Parcels 2 and 3)

