

Meeting Date
August 23, 2016



AGENDA	
Section	Consent
Item No.	II, A.1.

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	F & T Baytree, L.L.C. – Request for Release and Termination of Conservation Easement (D-4)
DEPT/OFFICE:	Natural Resources Management Department (NRM)

Requested Action:

It is requested that the Board of County Commissioners terminate and release the attached Conservation Easement (Official Records Book 5795, Page 1286).

Summary Explanation & Background:

On July 11, 2007, F & T Baytree, L.L.C. (Applicant), as Grantor, recorded the attached Conservation Easement (Official Records Book 5795, Page 1286) (Easement) in favor the Board of County Commissioners, as Grantee, on a property at the 7900 block of North Wickham Road, Tax Account No. 2627126 (Property). The Easement was voluntarily provided by the Applicant during review and approval of a commercial retail shopping center (f.k.a. Shoppes at Baytree, Site Plan No. SP04-01-001). The Easement encompassed on-site wetlands and tree canopy preservation areas. Market conditions subsequent to site plan approval and the recording of the Easement prevented project construction.

At the time of project approval, Chapter 62, Article X, Division 4, entitled Wetlands Protection, allowed wetland impacts for commercial development only in specific circumstances. The Property did not meet the criteria that would permit wetland impacts for the proposed project. Since 2013, NRM has implemented modified Comprehensive Plan policy and ordinance criteria related to allowable wetlands impacts for commercial land development activities. Sec. 62-3694(c)(3)b now allows wetland impacts for commercial land development activities on parcels with frontage along “Mitigation Qualified Roadways” (MQRs). The Property fronts Wickham Road, an MQR.

The Applicant recently submitted to Brevard County a revised development plan (n.k.a. as Baytree Retail, Site Plan No. 16SP00014) proposing to impact wetlands in the conservation easement. Notwithstanding that the Wetlands Protection ordinance now permits commercial wetland impacts, the Easement prohibits the Applicant’s modified development activities within the Easement. Therefore, in order to move forward with its current plan for development, the Applicant requests to terminate and release the Easement. The Applicant understands that in making this request, they will be required to complete high functioning and landscape level wetland assessments, and must meet any and all requirements of Sections 62-3694(e) and 62-3696 prior to the approval of any wetland impacts. Therefore, should the wetlands be determined to be “High Function” or “Landscape Level” per Sec. 62-3691, the Applicant shall be required to obtain separate Board approval for those wetland impacts.

This request to terminate and release the Easement is a necessary first step to allow the staff to review the site plan submittal for wetland impacts. This action does not convey any approvals or assurances with regard to zoning, site plan approval, or building permits.

Fiscal Impact: FY 15-16 – No Net Impact (Applicant shall record Termination of Conservation Easement)
FY 16-17 – No Net Impact

Name: Virginia Barker or Darcie McGee, Natural Resources Management Department
Phone: (321) 633-2016

Clerk to the Board instruction:

Exhibits Attached:

- Attachment A – Applicant Submittal**
- Attachment B – Termination and Release of Conservation Easement**

Contract /Agreement (If attached): Reviewed by County		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
Attorney							
County Manager	Assistant County Manager	Interim Department Director / Extension					
Stockton Whitten		Virginia Barker /x52435					

Brevard County Attorney
Termination and Release of Conservation Easement
Approval Sheet

SECTION I

The following information must be completed on all ordinances submitted to the Board:

Name: Termination and Release of Conservation Easement		Author: Clifford R. Repperger, Esq.	
Division Name: Natural Resources	Mail Stop: 81	Review Deadline: 08/09/16	
Sent by: Darcie McGee			
Dept./Office Director: Virginia Barker, Director			
Meeting Date: 08/23/16 Regular Mtg.			

SECTION II

COUNTY OFFICE

APPROVAL
Yes No

INITIALS

DATE

County Attorney's Office

CR

8/10/2016

SECTION III

Sent for Review

Land Dev.

Y N N/A

NRM

Y N N/A

Other Dept./Office

Y N N/A

Comments:



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

August 24, 2016

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Director

RE: Item II.A.1, Request for Release and Termination of Conservation Easement for F&T Baytree, LLC

The Board of County Commissioners, in regular session on August 23, 2016, executed the Release and Termination of Conservation Easement with F&T Baytree, LLC, for property located at the 7900 block of North Wickham Road, Tax Account No. 2627126. Enclosed is an executed Release and Termination of Easement.

Upon execution by all parties, please return a fully-executed Release and Termination to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/cm

Encl. (1)

cc: Contracts Administration

ATTACHMENT B

Prepared by:

Clifford R. Repperger, Esq.
GrayRobinson, P.A.
1795 West NASA Blvd.
Melbourne, Florida 32901

TERMINATION AND RELEASE OF CONSERVATION EASEMENT

THIS TERMINATION AND RELEASE OF CONSERVATION EASEMENT (the "Termination and Release") is made and executed as of this 23 day of August, 2016, by the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida whose address is: 2725 Judge Fran Jamieson Way, Viera, FL 32940 ("Grantee").

WITNESSETH:

WHEREAS, on July 11, 2007, F & T BAYTREE, L.L.C. ("Grantor"), granted a Conservation Easement as more particularly set forth and described in that certain Conservation Easement recorded in Official Records Book 5795, Page 1286, Public Records of Brevard County, Florida (the "Conservation Easement"); and,

WHEREAS, Grantee is the sole current owner and/or holder of all rights in the Conservation Easement by virtue and operation of the Conservation Easement as recorded in Official Records Book 5795, Page 1286, Public Records of Brevard County, Florida; and,

WHEREAS, Grantee and Grantor being all of the parties benefitted and burdened by the Conservation Easement do hereby agree to terminate and release for all purposes said Conservation Easement in accordance with the foregoing.

NOW THEREFORE, for and in consideration of the presents hereof and other good and valuable consideration, Grantee does all hereby agree that the Conservation Easement is hereby terminated, cancelled, and released for all purposes as of the date set forth hereinabove and that the property described in the Conservation Easement is no longer subject to its terms.

Signed, sealed and delivered
In the presence of:

[Signature]

Print Witness: Gretchen L. Kley

Betty Anicello

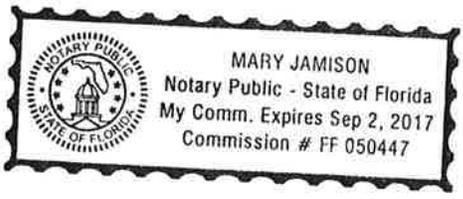
Print Witness: Betty Anicello

[Signature]
TERRY LUBINSKY,
Manager,
F & T BAYTREE, L.L.C.

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 24th day of August,
2016, by TERRY LUBINSKY who [] is personally known to me or [] has produced
FL Driver License as identification.

(NOTARY SEAL)



[Signature]
Notary Public Signature
Mary Jamison
(Name typed, printed or stamped)
Notary Public, State of Florida
My Commission Expires: 9/2/17

Signed, sealed and delivered
In the presence of:

Betty Aniello

Print Witness: Betty Aniello

Gretchen L. Actley

Print Witness: Gretchen L. Actley

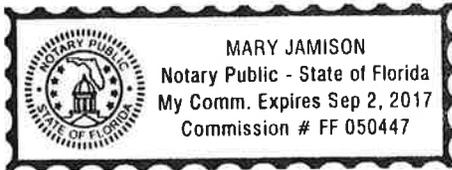
Frank Cannon

FRANK CANNON,
Manager,
F & T BAYTREE, L.L.C.

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 24th day of August,
2016, by FRANK CANNON who [] is personally known to me or [] has produced
FL Drivers License as identification.

(NOTARY SEAL)



Mary Jamison
Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of Florida
My Commission Expires: 9/2/17

CLIFF.REPPERGER@GRAY-ROBINSON.COM

July 18, 2016

VIA EMAIL:

Virginia.Barker@brevardcounty.us

AND U.S. MAIL:

Virginia Barker, Director
Natural Resources Management Department
2725 Judge Fran Jamieson Way
Building A
Viera, FL 32940

Re: Request for Release and Termination of Conservation Easement;
F & T Baytree, L.L.C.; Parcel ID No. 26-36-11-00-00528.0-0000.00

Dear Ms. Barker:

Please be advised that our firm represents F & T Baytree, L.L.C. regarding the above referenced parcel ("Subject Property"). As I believe you are aware, on July 11, 2007, our client, as Grantor, recorded the enclosed Conservation Easement in favor the Board of County Commissioners, as Grantee, on the Subject Property. The Conservation Easement was recorded at Official Records Book 5795, Page 1286, Public Records of Brevard County, Florida. The Conservation Easement was given as a condition of issuance of permit # SP 04-01-001. Given market conditions subsequent to the recording of the Conservation Easement, development pursuant to permit # SP 04-01-001 on the Subject Property did not occur.

As discussed at a recent pre-application conference attended by our client's project development representatives and Natural Resources Management Department staff, our client understands that the Brevard County Code was amended after the recording Conservation Easement to allow for commercial land development activities wetland impacts on parcels with frontage along Mitigation Qualified Roadways pursuant to Sec. 62-3694(c)(3)b, Code of Ordinances of Brevard County, Florida. The Subject Property fronts Wickham Road, which is a Mitigation Qualified Roadway. At this time, our client intends on pursuing a revised development plan that will include wetland impacts consistent with impacts that are now allowable under the County Code.

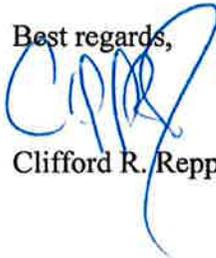
Notwithstanding the fact that the County Code now permits commercial wetland impacts, Paragraph 2 of the Conservation Easement prohibits our client's currently planned development activities within the Conservation Easement areas. Therefore, in order to move forward with its current plan for development, **our client is hereby respectfully requesting that you move**

Virginia Barker,
July 18, 2016
Page 2

forward with placing an item on the Board of County Commissioners' Agenda to terminate and release the Conservation Easement so that our client's development plan submittal can proceed. In that my client would like to make its submittal as soon as possible, I ask that you please place this request on the Board's earliest available agenda date and advise me of the same. If there are any administrative fees or other documents required to process and move forward with this request, please let me know, and I will ensure that they are provided to you expeditiously so that the request can proceed without delay. In order to assist with your processing of this request, I have also included a recent original signed and sealed sketch and description of the East and West Conservation Easement Areas dated June 27, 2016.

In making this request, my client understands that it will be required to complete high functioning and landscape level wetland assessments and/or must meet any and all requirements of Sections 62-3694(e) and 62-3696, Code of Ordinances of Brevard County, Florida, prior to the approval/allowance of any actual wetland impacts. My client also understands that separate Board approval may be required for those wetland impacts. The request to terminate and release the Conservation Easement is simply a necessary first step to allow the planned submittal for wetland impacts to proceed into the review process.

I appreciate your assistance in advance. If you have any questions or concerns regarding this request please feel free to contact me at your convenience.

Best regards,

Clifford R. Repperger, Jr.

Enclosures

cc:

Darcie McGee, Natural Resources Management Department
(via email only Darcie.Mcgee@brevardfl.gov)
Tony Vitale, Staff Specialist IV, Brevard County Public Works
(via email only Tony.Vitale@brevardfl.gov)
Eden Bentley, Assistant County Attorney
(via email only Eden.Bentley@brevardfl.gov)
Brent Lenzen, P.E.
(via email only brent.lenzen@kimley-horn.com)
Client

Prepared by:

Clifford R. Repperger, Jr., Esq.
Gray-Robinson, P.A.
1800 W. Hibiscus Blvd. Suite 138
Melbourne, FL 32901

Return recorded original to:

HC
→

Brevard County Natural Resources
Management Office
2725 Judge Fran Jamieson Way
Viera, FL 32940

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 11th day of July, 2007 by F & T BAYTREE, L.L.C. having an address at 951 Market Promenade Avenue, Suite 2105, Lake Mary, FL 32746 ("Grantor"), in favor of the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in Brevard County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, Grantor grants this conservation easement as a condition of permit # SP 04-01-001 issued by Grantee, solely to preserve on-site natural resources, specifically wetland functions; and

WHEREAS, Grantor desires to preserve the designated wetland areas on the Property in their current natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of

Chapter 62, Article X, Division 4, Code of Ordinances of Brevard County, FL, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over those portions of the Property as described and depicted in Exhibit "B" (East Conservation Easement) and Exhibit "C" (West Conservation Easement), which are attached hereto and specifically incorporated by reference, for the purposes of wetland preservation of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the portions of the Property as described and depicted in Exhibit "B" and Exhibit "C" will be retained forever in their existing natural wetland condition and to prevent any use of the Property that will impair or interfere with the environmental value of the these wetland areas. However, neither the Grantee nor State of Florida shall have any responsibility to preserve or maintain the wetlands that are the subject of this Conservation Easement.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited within wetland areas described in Exhibit "B" and Exhibit "C":

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing or clearing trees, shrubs, or other vegetation without approval from Brevard County's Natural Resources Management Office.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(e) Surface use, except for purposes that permit the wetland areas to remain predominantly in their natural condition.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. Allowable Uses. Grantor may engage in any activities and uses which are allowable pursuant to Chapter 62, Article X, Division 4, Code of Ordinances of Brevard County, FL only to the extent that such activities are expressly approved in writing by Brevard County's Natural Resource Management Office.

5. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

6. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

7. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantor, nor any person or entity claiming by or through Grantor, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

8. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's

control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

9. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Brevard County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

10. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

GRANTOR:

Signature: [Signature]
Printed Name: Jim Bartoe

Signature: [Signature]
Printed Name: Frank Cannon

Signature: [Signature]
Printed Name: Spencer Phelps

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 11th day of July, 2007, by Frank Cannon, who did not take an oath.

[Signature]
Notary Public, State of Florida
at Large.

My Commission Expires:

Serial No. [Stamp]
JAMES W. BARTOE
MY COMMISSION # DD499408
EXPIRES: March 06, 2010
Fl. Notary Discount Assoc. Co.

Personally known produced OR produced identification _____ . Identification _____

LIMITED LIABILITY COMPANY
AFFIDAVIT FOR CONSERVATION EASEMENTS

STATE OF FLORIDA
COUNTY OF Sevinole

I, Frank Cannon, on being duly sworn, state:

1. I am the regular Managing Member of F & T BAYTREE, L.L.C., a limited liability company (the "Company").
2. The Company's principal place of business in Florida is 951 Market Promenade Avenue, Suite 2105, Lake Mary, FL 32746.
3. On behalf of the Company, I am authorized to transfer, convey, exchange, assign, mortgage or otherwise deal with or dispose of the property more particularly described on the attached Exhibit "A" (the "Property") or any interests therein.
4. On behalf of the Company, I am authorized to execute, acknowledge and deliver instruments of any kind that are necessary, convenient or incidental to the transfer of any interest in real property owned or controlled by the Company.
5. This affidavit is being made for the purpose of inducing the Brevard County Board of County Commissioners to accept a Conservation Easement over the Property.


Frank Cannon

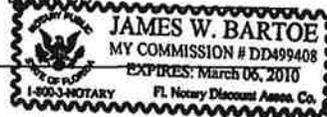
STATE OF FLORIDA
COUNTY OF Sevinole

The foregoing was acknowledged before me this 16th day of July, 2007, by Frank Cannon, who did take an oath


Notary Public, State of Florida at Large

My Commission Expires:

Serial No. _____



Personally known _____ OR produced identification _____
Identification produced _____

Legal Description

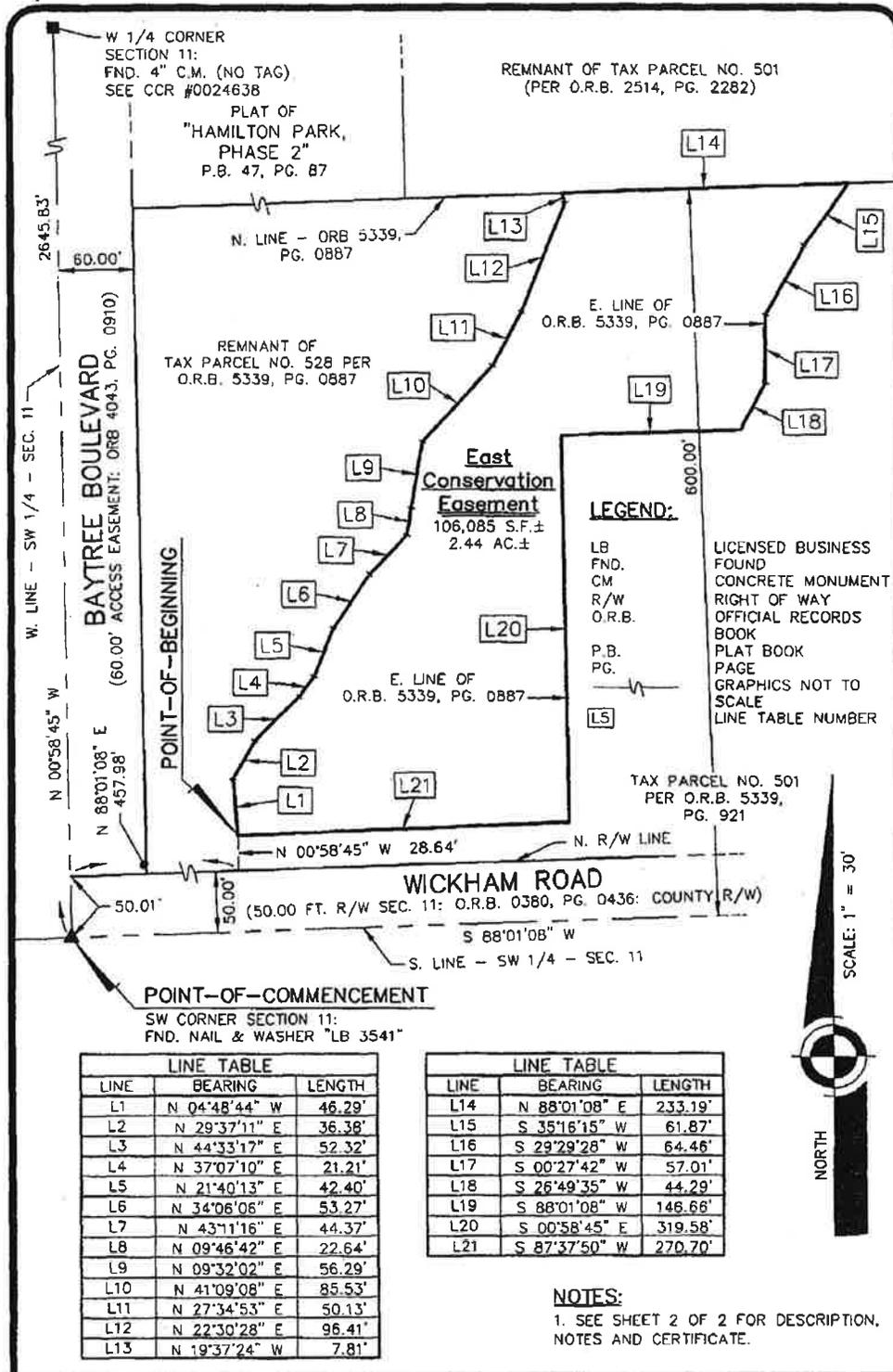
A parcel of land lying in Section 11, Township 26 South, Range 36 East, Brevard County, Florida; said subject parcel being more fully described as follows:

Commence at the southwest corner of said Section 11; thence N.00°58'45"W., along the west line of the Southwest ¼ of said Section 11, a distance of 50.01 feet to a point 50.00 feet north, by right angle measure, of the south line of said Southwest ¼ and being on the north right-of-way line of Wickham Road per O.R. Book 0380, Page 0436 of said Public Records; thence departing said west line, N.88°01'08"E., along said north right-of-way line, a distance of 275.04 feet to a point 275.00 feet east, by right angle measure, of said west line, said point being the southeast corner of those lands described in O.R. Book 4175, Page 3638 of said Public Records and the Point-of-Beginning of the lands herein described;

Thence departing said north right-of-way line and along the easterly line of said lands the following three (3) courses to wit: N.00°58'45"W., a distance of 300.05 feet; S.88°01'08"W., a distance of 8.62 feet; N.01°58'52"W., a distance of 74.27 feet to the north line of said lands; thence S.88°01'08"W., along said north line, a distance of 163.01 feet to the westerly line of said lands; thence along said westerly line the following (2) courses to wit: S.01°58'52"E., a distance of 74.27 feet; S.88°01'08"W., a distance of 43.40 feet to the east line of Baytree Boulevard, an existing 60.00 foot wide, non-exclusive, access easement as recorded in O.R. Book 4043, Page 0910 of said Public Records; thence N.00°58'45"W., along said east line, a distance of 250.04 feet; thence N.88°01'08"E., parallel with and 600.00 feet northerly, by right angle measure, of the south line of said Southwest ¼, a distance of 906.68 feet; thence S.35°16'15"W., a distance of 61.87 feet; thence S.29°29'28"W., a distance of 64.46 feet; thence S.00°27'42"W., a distance of 57.01 feet; thence S.26°49'35"W., a distance of 44.29 feet; thence S.88°01'08"W., parallel with said north right-of-way line, a distance of 146.66 feet; thence S.00°58'45"E., parallel with and 728.53 feet easterly, by right angle measure, of said west line of the Southwest ¼, a distance of 350.05 feet to said north right-of-way line; thence S.88°01'08"W., along said north right-of-way line, a distance of 453.61 feet to the Point-of-Beginning.

Containing 7.53 acres (327,794 square feet), more or less, and being subject to any easements, restrictions, covenants and/or rights-of-way of record.

EXHIBIT
A



LINE	BEARING	LENGTH
L1	N 04°48'44" W	46.29'
L2	N 29°37'11" E	36.38'
L3	N 44°33'17" E	52.32'
L4	N 37°07'10" E	21.21'
L5	N 21°40'13" E	42.40'
L6	N 34°06'06" E	53.27'
L7	N 43°11'16" E	44.37'
L8	N 09°46'42" E	22.64'
L9	N 09°32'02" E	56.29'
L10	N 41°09'08" E	85.53'
L11	N 27°34'53" E	50.13'
L12	N 22°30'28" E	96.41'
L13	N 19°37'24" W	7.81'

LINE	BEARING	LENGTH
L14	N 88°01'08" E	233.19'
L15	S 35°16'15" W	61.87'
L16	S 29°29'28" W	64.46'
L17	S 00°27'42" W	57.01'
L18	S 26°49'35" W	44.29'
L19	S 88°01'08" W	146.66'
L20	S 00°58'45" E	319.58'
L21	S 87°37'50" W	270.70'

NOTES:
 1. SEE SHEET 2 OF 2 FOR DESCRIPTION, NOTES AND CERTIFICATE.

Sec.: 11	A SKETCH AND DESCRIPTION PREPARED FOR:	Date : 06/06/07
Twp.: 28 South	TRYCON, INC.	Scale : 1"=30'
Rng.: 36 East	(EAST CONSERVATION EASEMENT)	P. N. : 342602
Dsn. by : N/A	BREVARD COUNTY FLORIDA	Sheet No.
Drn. by : JWS	Bussen-Mayer Engineering Group	1 of 2
Chk. by : MPC	100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6865	

Legal Description: East Conservation Easement

A parcel of land lying in Section 11, Township 26 South, Range 36 East, Brevard County, Florida, being a portion of the lands described in O.R. Book 5339, Page 0887 of the Public Records of Brevard County, said subject parcel being more described as follows:

Commence at the southwest corner of said Section 11; thence N.00°58'45"W., along the west line of the Southwest ¼ of said Section 11, a distance of 50.01 feet to a point 50.00 feet north, by right angle measure, of the south line of said Southwest ¼ and being on the north right-of-way line of Wickham Road per O.R. Book 0380, Page 0436 of said Public Records; thence departing said west line, N.88°01'08"E., along said north right-of-way line, a distance of 457.98 feet; thence departing said north right-of-way line, N.00°58'45"W., parallel with said west line of the Southwest ¼, a distance of 28.64 feet to the Point-of-Beginning of the lands herein described; thence N.04°48'44"W., a distance of 46.29 feet; thence N.29°37'11"E., a distance of 36.38 feet; thence N.44°33'17"E., a distance of 52.32 feet; thence N.37°07'10"E., a distance of 21.21 feet; thence N.21°40'13"E., a distance of 42.40 feet; thence N.34°06'06"E., a distance of 53.27 feet; thence N.43°11'16"E., a distance of 44.37 feet; thence N.09°46'42"E., a distance of 22.64 feet; thence N.09°32'02"E., a distance of 56.29 feet; thence N.41°09'08"E., a distance of 85.53 feet; thence N.27°34'53"E., a distance of 50.13 feet; thence N.22°30'28"E., a distance of 96.41 feet; thence N.19°37'24"W., a distance of 7.81 feet to the north line of the South 600.00 feet, by right angle measure, of said Southwest ¼, also being the north line of said lands as described in O.R. Book 5339, page 0887; thence N.88°01'08"E., along said north line, a distance of 233.19 feet to the easterly line of said lands per O.R. book 5339, Page 0887; thence along said easterly line, the following six (6) courses to wit: S.35°16'15"W., a distance of 61.87 feet; S.29°29'28"W., a distance of 64.46 feet; S.00°27'42"W., a distance of 57.01 feet; S.26°49'35"W., a distance of 44.29 feet; S.88°01'08"W., a distance of 146.66 feet; S.00°58'45"E., a distance of 319.58 feet; thence departing said easterly line, S.87°37'50"W., a distance of 270.70 feet to the Point-of-Beginning.

Containing 2.44 acres (106,085 square feet), more or less, and being subject to any easements, restrictions, covenants and/or rights-of-way record.

NOTES:

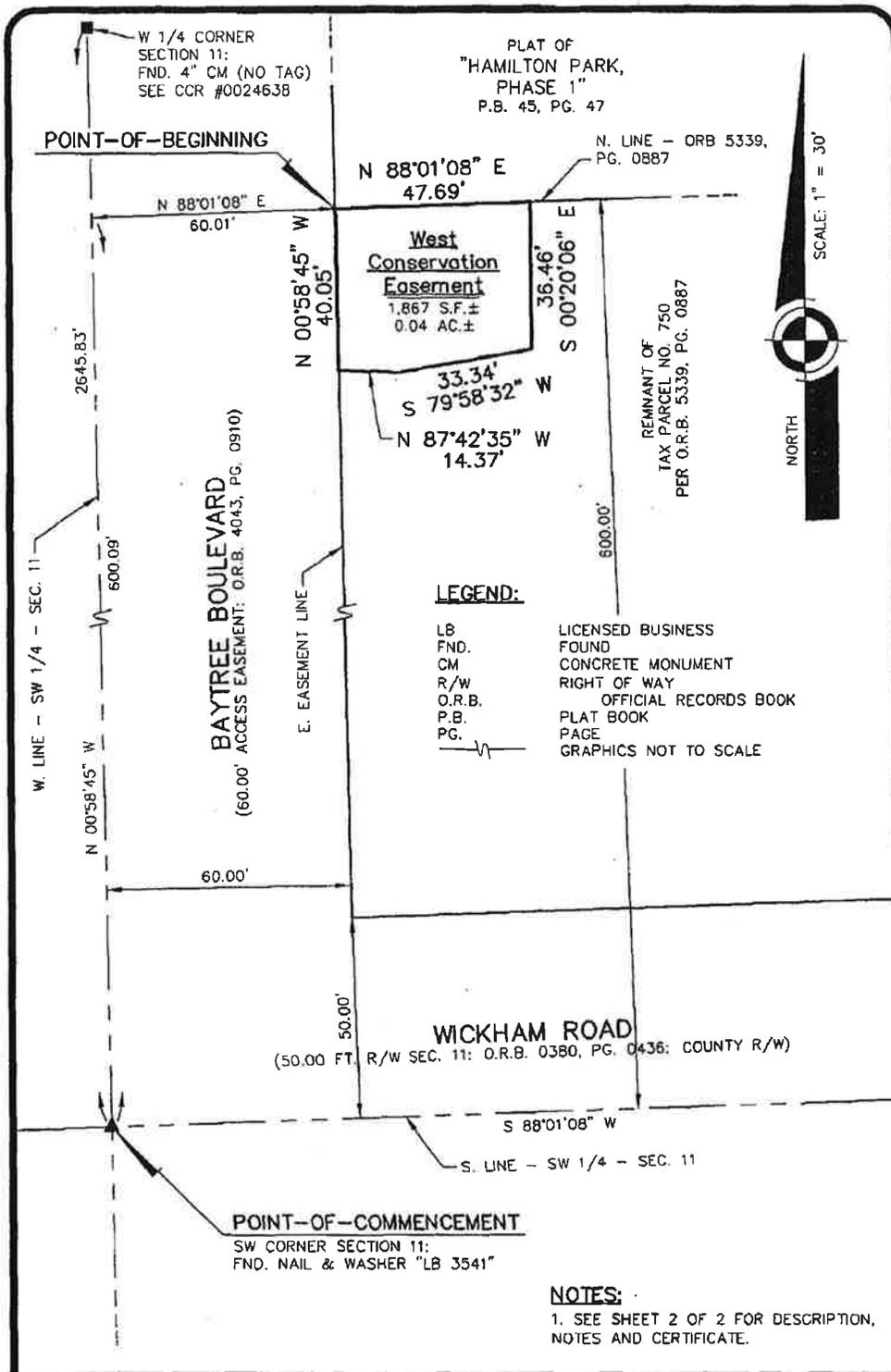
1. Bearing shown hereon are based on the west line of the Southwest ¼ of Section 11, Township 26 South, Range 36 East being "N.00°58'45"W." per O.R. Book 5339, page 0887.
2. This is not a boundary survey.
3. See Sheet 1 of 2 for the sketch of the description.
4. This sketch and description was prepared for the exclusive use of the parties listed below; copies are valid only when bearing the Surveyor's original signature and embossed seal.
5. Certified for the exclusive use of:
TRYCON, INC.

CERTIFICATE:

I hereby certify that the sketch and description shown hereon is true and correct to the best of my knowledge and belief, as performed under my direction and supervision, and that it meets or exceeds the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Marco Paul Cozessia JUN 07 2007
 Marco Paul Cozessia P.L.S. Date
 FLORIDA SURVEYOR'S CERTIFICATE NO.: 4762
 BUSSEN-MAYER ENGINEERING CERTIFICATE NO.: 3535

Sec.: 11	A SKETCH AND DESCRIPTION PREPARED FOR:		Date : 06/06/07
Twp.: 26 South	TRYCON, INC.		Scale : N.T.S.
Ang.: 36 East	(EAST CONSERVATION EASEMENT)		P. N. : 342802
Dsn. by : N/A	BREVARD COUNTY	FLORIDA	Sheet No.
Drn. by : JWS	Bussen-Mayer Engineering Group		2 of 2
Chk. by : MPC	100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32863 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885		



Sec.: 11	A SKETCH AND DESCRIPTION PREPARED FOR	Date : 08/08/07
Twp.: 26 South	TRYCON, INC.	Scale : 1"=30'
Rng.: 38 East	(WEST CONSERVATION EASEMENT)	P. N. : 342802
Dwn. by : N/A	BREVARD COUNTY	FLORIDA
Dwn. by : JWS	Bussen-Mayer Engineering Group	Sheet No.
Chk. by : MPC	100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885	1 of 2

EXHIBIT
C

Legal Description: West Conservation Easement

A parcel of land lying in Section 11, Township 26 South, Range 36 E, Brevard County, Florida, being a portion of the lands as described in O.R. Book 5339, Page 0887 of the Public records of Brevard County, said subject parcel being more fully described as follows:

Commence at the southwest corner of said Section 11; thence N.00°58'45"W., along the west line of the Southwest ¼ of said Section 11, a distance of 600.09 feet to the north line of the South 600.00 feet, by right angle measure, of said Southwest ¼; thence departing said west line, N.88°01'08"E., along said north line, a distance of 60.01 feet to the east line of the 60.00 foot wide, non-exclusive easement of Baytree Boulevard as recorded in O.R. Book 4043, Page 0910 of said Public Records, also being the northwest corner of said lands per O.R. Book 5339, Page 0887 and the Point-of-Beginning of the lands herein described; thence continue N.88°01'08"E., along said north line, a distance of 47.69 feet; thence departing said north line, S.00°20'06"E., a distance of 36.46 feet; thence S.79°58'32"W., a distance of 33.34 feet; thence N.87°42'35"W., a distance of 14.37 feet to said east easement line; thence N.00°58'45"W., along said east easement line, a distance of 40.05 feet to the Point-of-Beginning.

Containing 0.04 acres (1867 square feet), more or less and being subject to any easements, restrictions, covenants and/or rights-of-way of record.

NOTES:

1. Bearing shown hereon are based on the west line of the Southwest ¼ of Section 11, Township 26 South, Range 36 East being "N.00°58'45"W." per O.R. Book 5339, page 0887.
2. This is not a boundary survey.
3. See Sheet 1 of 2 for the sketch of the description.
4. This sketch and description was prepared for the exclusive use of the parties listed below; copies are valid only when bearing the Surveyor's original signature and embossed seal.
5. Certified for the exclusive use of:
TRYCON, INC.

CERTIFICATE:

I hereby certify that the sketch and description shown hereon is true and correct to the best of my knowledge and belief, as performed under my direction and supervision, and that it meets or exceeds the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Marco Paul Cazessus JUN 07 2007
 Marco Paul Cazessus, P.L.S. Date
 FLORIDA SURVEYOR'S CERTIFICATE NO.: 4762
 BUSSEN-MAYER ENGINEERING CERTIFICATE NO.: 3535

Sec.: 11	A SKETCH AND DESCRIPTION PREPARED FOR TRYCON, INC. (WEST CONSERVATION EASEMENT)	Date : 06/06/07
Twp.: 26 South	BREVARD COUNTY	Scale : N.T.S.
Rng.: 36 East	FLORIDA	P. N. : 342802
Dsn. by : N/A	Bussen-Mayer Engineering Group	Sheet No.
Dra. by : JWS	100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-8885	2 of 2
Chk. by : MPC		