

Meeting Date
December 1, 2015



AGENDA	
Section	Consent
Item No.	II.A.3

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval Re: Subordination of Utility Interest conveyed from Florida Power and Light in favor of Brevard County related to The Viera Company Trasona at Addison Village Phases 1 and 2 - District 4 (Fiscal Impact: None)
DEPT/OFFICE:	Public Works Department / Land Acquisition Section

Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chairman to execute the Subordination of Utility Interests from FP&L necessary for the plat process related to Trasona Village Phase 1 and 2.

Summary Explanation & Background:

The subject property is located in Section 17, Township 26 South, Range 36 East.

A portion of the proposed Paragrass Avenue at Wickham Road Extension and proposed Millbrook Avenue at Wickham Road Extension within Trasona Village Phase 1 and 2 is encumbered by the easement in favor of FP&L as recorded in Official Record Book 3044, Pages 0048 thru 0052 (inclusive), Public Records of Brevard County, Florida.

FP&L has executed the attached Subordination of Utility Interests and requires approval and execution by the Board of County Commissioners.

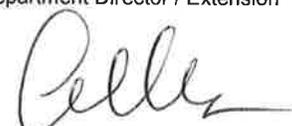
Land Acquisition Policies and Procedures require approval by the Board of County Commissioners for all subordinations.

Fiscal impact: FY 2015-2016: No impact
FY 2016-2017: No impact

Clerk to the Board Instructions: Forward original executed Subordination of Utility Interest and Board approval memo to Department.

Exhibits Attached: Original Subordination of Utility Interest, Location Map

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager	Assistant County Manager	Department Director / Extension
Stockton Whitten	Assistant County Manager	 Andrew Holmes / 55437



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

Telephone: (321) 637-2001
Fax: (321) 264-6972

December 2, 2015

M E M O R A N D U M

TO: John Denninghoff, Public Works Director

Attn: Andrew Holmes

RE: Item II.A.3., Subordination of Utility Interest Conveyed from Florida Power and Light for The Viera Company Trasona at Addison Villages Phases 1 and 2

The Board of County Commissioners, in regular session on December 1, 2015, executed Subordination of Utility Interests from Florida Power and Light for The Viera Company related to Trasona Village Phase 1 and 2. Enclosed is a fully-executed Subordination of Utility Interest Public Entity for your action.

Your continued willingness is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/kg

Encl. (1)

SUBORDINATION OF UTILITY INTERESTS
PUBLIC ENTITY

THIS AGREEMENT, entered into this 1 day of DECEMBER, 2015, by and between Brevard County Board of County Commissioners, hereinafter referred to as "Public Entity" and FLORIDA POWER & LIGHT COMPANY, a Florida Corporation, hereinafter referred to as "Utility".

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of said lands for highway purposes will require subordination of interest claimed in said lands by Utility to the Public Entity and at the request of the Public Entity, the Utility has agreed, subject to the following condition, to relocate its facilities from the Utility's easement lands onto public right-of-way, or has agreed to leave its facilities on the subordinated lands (hereinafter jointly referred to as "Lands" and depicted in "EXHIBIT A" attached hereto:) and

WHEREAS, Public Entity is willing to pay to have the Utility's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained;

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and Public Entity agree as follows:

1. Utility is the owner of the following easements:

Date:	From:	In Favor of:	Recorded in Official Book-Pages
01/04/1990	A. Duda & Sons, Inc. A Florida Corporation	Florida Power & Light Company	3044/0048-0052

2. The Utility hereby subordinates any and all of its interest in that portion of said easement(s) lying within the lands described on "EXHIBIT A" attached hereto and made a part hereof, to the interest of the Public Entity, its successors or assigns, for the purpose of constructing, improving, maintaining and operating a road over, through, upon and/or across such Lands.

3. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon all Lands described. All new construction, major reconstruction or upgrade, removal or relocation of facilities shall be made in accordance with the Public Entity's minimum standards adopted as of the date of this Agreement. All maintenance, operation, non-major upgrade or improvement shall be made under the Public Entity's minimum standards applicable at the time of the original construction. Any new construction or relocation of facilities within the Lands will be subject to prior approval by the Public Entity. Should the Public Entity fail to approve any new construction or relocation of its facilities by the Utility or require the Utility to alter, adjust, or relocate its facilities from or within said lands, the Public Entity hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

4. The Utility shall have a reasonable right to enter upon the Lands described herein for the purposes outlined in paragraph 3 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the Public Entity's facilities.

5. The Utility agrees to repair any damage to the Public Entity's facilities and indemnify the Public Entity against any loss or damage resulting from the Company exercising its rights outlined in paragraph 3 or 4 above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

UTILITY
FLORIDA POWER & LIGHT COMPANY
PO Box 14000
Juno Beach, Florida 33408-0420

Vickie S. Henson
Signature:

Print Name: Vickie S. Henson

T. D. Penland
Signature:

Print Name: T. D. PENLAND

BY: Meier G. Wise

Its: Area Real Estate Manager

Print Name: Meier G. Wise

(Corporate Seal)

STATE OF FLORIDA AND COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 1st day of October, 2015, by MEIER G. WISE the AREA REAL ESTATE MANAGER of Florida Power & Light Company, a Florida Corporation, on behalf of said corporation who is/are personally known to me or who has/have produced _____ as identification and who did/did not take an oath.



T. DUMONT PENLAND
MY COMMISSION # FF 040381
EXPIRES: July 29, 2017
Bonded Thru Budget Notary Services

T. Dumont Penland
Notary Public, State of Florida

Signed, sealed and delivered in our presence as witnesses:

Yammy Etheridge
Print Name: Yammy Etheridge

Donna Scott
Print Name: Donna Scott

PUBLIC ENTITY
Brevard County Board of County Commissioners

BY: J. Barfield
Print Name: JIM BARFIELD, CHAIRMAN

As approved by Board: 12/1/15

STATE OF FLORIDA AND COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 1 day of December, 2015, by JIM BARFIELD of Public Entity. He/She is personally known to me or who has/have produced _____ as identification and who did (did not) take an oath.

My Commission Expires:

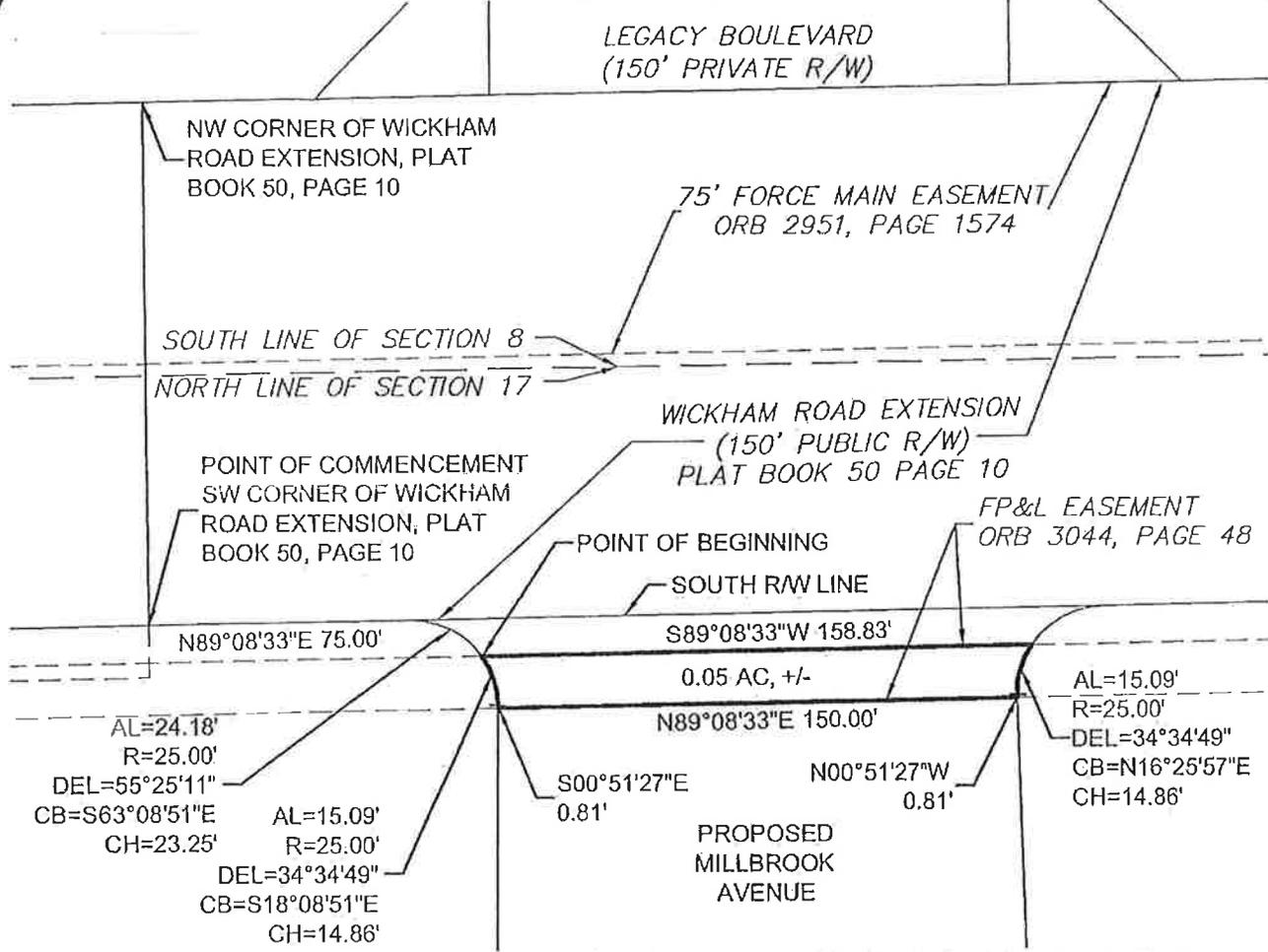
6/10/16

Deborah Thomas
Notary Public, State of Florida



DEBORAH W. THOMAS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE206892
Expires 6/10/2016

THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE



PART OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3044, PAGE 48, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 17, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE SOUTHWEST CORNER OF WICKHAM ROAD EXTENSION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGE 10, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN N89°08'33"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID WICKHAM ROAD, A DISTANCE OF 75.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 55°25'11", A CHORD LENGTH OF 23.25 FEET AND A CHORD BEARING OF S63°08'51"E, A DISTANCE OF 24.18 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID FLORIDA POWER AND LIGHT COMPANY EASEMENT AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG THE ARC OF SAID CURVE, SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 34°34'49", A CHORD LENGTH OF 14.86 FEET AND A CHORD BEARING OF S18°08'51"E, A DISTANCE OF 15.09 FEET TO THE END OF SAID CURVE; THENCE S00°51'27"E A DISTANCE OF 0.81 FEET TO THE SOUTH LINE OF SAID FLORIDA POWER AND LIGHT COMPANY EASEMENT; THENCE N89°08'33"E ALONG THE SOUTH LINE OF SAID FLORIDA POWER AND LIGHT COMPANY EASEMENT, A DISTANCE OF 150.00 FEET; THENCE N00°51'27"W A DISTANCE OF 0.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 34°34'49", A CHORD LENGTH OF 14.86 FEET AND A CHORD BEARING OF N16°25'57"E), A DISTANCE OF 15.09 FEET TO A NON-TANGENT INTERSECTION WITH THE NORTH LINE OF SAID FLORIDA POWER AND LIGHT COMPANY EASEMENT; THENCE S89°08'33"W, ALONG SAID NORTH LINE A DISTANCE OF 158.83 FEET TO THE POINT OF BEGINNING. CONTAINING 2,290.48 SQUARE FEET, OR 0.05 ACRES, MORE OR LESS.

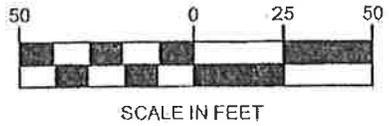


EXHIBIT "A"

FLORIDA POWER & LIGHT COMPANY EASEMENT SUBORDINATION EXHIBIT AT PROPOSED MILLBROOK AVENUE



B.S.E. CONSULTANTS, INC.
 CONSULTING - ENGINEERING - LAND SURVEYING
 312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
 PHONE: (321) 725-3674 FAX: (321) 723-1159
 CERTIFICATE OF BUSINESS AUTHORIZATION: 4595
 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB00034905

DATE: 09/24/15
 DESIGN/DRAWN LEH
 DRAWING# 11232_100_003
 PROJECT# 11232
 SHEET 1 OF 1

H:\Projects Folder\11232\Drawings\11232_100_003.dwg September 24, 2015 3:32:14 PM ln

*App. Gpe Rudisill
Bv 2/17/74
C.C.O.A. 32923*

OP. 1111 A

This Instrument Prepared
by and to be returned to:
R. Mason Blake, Esquire
DEAN, MEAD, EGERTON, BLOODWORTH,
CAPOVANO & BOZARTH, P.A.
Post Office Box 2346
Orlando, FL 32802

ELECTRIC UTILITY EASEMENT

A. DUDA & SONS, INC., a Florida corporation (hereinafter referred to as the "Grantor"), in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, hereby grants and gives (subject to the reservations, restrictions and other matters set forth hereinbelow) to FLORIDA POWER & LIGHT COMPANY (hereinafter referred to as the "Grantee"), its licensees, agents, successors and assigns, an easement (hereinafter referred to as the "Easement") forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as the size of, and remove such facilities and/or any of them within an easement area (hereinafter referred to as the "Easement Area")

described as follows:

See Exhibit "A"

5
21.00
55

Together with the right to permit any other person, firm or corporation to lay underground cable and conduit within the Easement Area and to operate the same for telephone communication purposes (the right to operate the same for cable

RECORDED & VERIFIED
7 9 5 0 2 6

90 FEB 15 PM 2:42
[Signature]

television and other communications purposes is hereby expressly excluded and prohibited); the right of reasonable ingress and egress to the Easement Area at all times; the right, subject to the right reserved hereinbelow by the Grantor to utilize the Easement Area for sidewalk, landscaping and other purposes (provided such use does not materially interfere with the rights granted herein to the Grantee), to clear the land and keep it cleared of trees, undergrowth and other obstructions within the Easement Area which materially interfere with the Grantee's use of the Easement Area for the purposes permitted hereunder; and the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area which might interfere with or fall upon the lines or systems of communication or power transmission or distribution.

The grant of this Easement shall in no way restrict (except as expressly provided herein) the right or interest of the Grantor in the use, maintenance or quiet enjoyment of the Easement Area to the extent that such use does not materially interfere with the rights granted herein to the Grantee. Without limiting the generality of the preceding sentence, the Grantor reserves the right to utilize the Easement Area for sidewalk and landscaping purposes (and in connection therewith to install and maintain sidewalks, landscaping, entry features, walls and irrigation systems), for signage purposes, and for roadway purposes, provided such use does not materially interfere with the rights granted herein to the Grantee. The use of the Easement Area by the Grantor as provided in this paragraph shall, however, be subject to the prior written approval of the Grantee, which approval shall not be unreasonably withheld or delayed.

Any ad valorem taxes accruing from the Grantee's improvements shall be chargeable to and paid by the Grantee when due if separately assessed by the taxing authority as personal or real property of the Grantee. The Grantee, by its acceptance of

this instrument, agrees that the Grantee shall be liable for personal injuries or damages to real or personal property that may result from its use of the Easement Area, and shall indemnify and hold the Grantor harmless from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and costs) which the Grantor may suffer or incur in connection with or arising out of the Grantee's use of the Easement Area. This grant of easement is made subject to easements, restrictions, reservations and other matters of record.

The Grantee, by its acceptance of this instrument, agrees to cooperate with the Grantor in the location of such electric utility facilities as the Grantor may request as underground electric utility facilities, provided that the Grantee may require the Grantor to pay any additional cost or expense resulting from locating such electric utility facilities underground pursuant to the Grantor's request. The Grantee, by its acceptance of this instrument, agrees to install concrete poles in the Easement Area if and to the extent requested by the Grantor, provided that the Grantee may require the Grantor to pay any additional cost or expense resulting from the installation of concrete poles pursuant to the Grantor's request. The Grantor shall have the right to attach signage to above-ground electric utility facilities of the Grantee with the Grantee's prior consent, which consent shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on January 4, 1990.

Signed, sealed and delivered
in the presence of:

Grantor

A. DUDA & SONS, INC.

Sprengelhausen
Blakely

By:

J. Kealey
Attest:

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me on
the 4th day of January, 1990 by John R. Maloy
and _____, the Corporate Vice President and
_____, respectively, of A. DUDA & SONS, INC.,
a Florida corporation, on behalf of the corporation.



She Moinshaw
Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida
My Commission Expires: 12/31/92

a:\00142dbr.FPL (1/3/90)04

OFF. REC.
3044

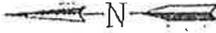
PAGE

0051

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

NOT A BOUNDARY SURVEY

UNSUITABLE
FOR MICROFILM



0' 150' 300' 450'

SCALE - 1" = 150'

DESCRIPTION OF ENCUMBRANCE

An easement for the installation and maintenance of electrical lines lying in Sections 9, 16 and 17, Township 26 South, Range 36 East, Duval County, Florida, were particularly described as follows:

Commence at the Southeast corner of said Section 9; thence N 00°02'04" W, along the East line of said Section 9, a distance of 87.05 feet, to a point on the South right of way line of Section 16; to proceed 150.00 feet with right of way and to a point of intersection with a non-tangent curve, concave Southwesterly, having a radius of 1034.05 feet and a central angle of 00°17'20"; thence Westwesterly, along said South right of way line and along the arc of said curve to the left, a distance of 105.40 feet, said arc subtended by a chord which bears S 07°34'12" W, a distance of 100.00 feet; to a point of intersection with a non-tangent line, and the POINT OF BEGINNING of the herein described easement; thence S 32°13'53" E, a distance of 24.14 feet; thence S 52°48'02" W, a distance of 13.00 feet; thence S 32°13'53" W, a distance of 27.63 feet; thence S 17°02'02" W, a distance of 176.31 feet; thence S 12°52'44" E, a distance of 20.00 feet; thence S 12°10'19" W, a distance of 13.00 feet; thence S 12°50'44" W, a distance of 20.00 feet, to a point 25.00 feet Southwesterly of said South right of way line, and a point of intersection with a non-tangent curve, concave Northerly, having a radius of 2009.06 feet and a central angle of 00°12'09"; thence Westwesterly, concentric with and 25.00 feet Southwesterly of said South right of way line, and along the arc of said curve to the right, a distance of 217.47 feet, said arc subtended by a chord which bears S 00°20'10" W, a distance of 217.47 feet; to a point of intersection with a non-tangent line; thence S 05°14'56" E, a distance of 20.00 feet; thence S 01°45'01" W, a distance of 15.00 feet; thence S 05°14'56" W, a distance of 20.00 feet, to a point 25.00 feet Southwesterly of said South right of way line, and a point of intersection with a non-tangent curve, concave Northerly, having a radius of 2892.08 feet and a central angle of 00°10'37"; thence Westwesterly, concentric with and 25.00 feet Southwesterly of said South right of way line, and along the arc of said curve to the right, a distance of 101.62 feet, said arc subtended by a chord which bears S 05°33'13" W, a distance of 101.62 feet; to a point of tangency; thence S 07°01'33" W, a distance of 37.79 feet; thence S 00°31'27" E, a distance of 20.00 feet; thence S 09°00'33" W, a distance of 15.00 feet; thence S 00°51'22" W, a distance of 25.00 feet, to a point 25.00 feet Southwesterly of said South right of way line; thence S 09°00'33" W, parallel with and 25.00 feet Southwesterly of said South right of way line, a distance of 1015.41 feet; thence S 00°03'42" W, a distance of 217.54 feet; thence S 00°31'22" E, a distance of 30.00 feet; thence S 07°00'33" W, a distance of 15.00 feet; thence S 00°51'22" W, a distance of 25.00 feet; thence S 00°03'42" W, a distance of 32.55 feet, to a point on the East line of a 95.00 foot wide Electric Power & Light Company right of way as described in Official Record Book 725, Page 584 of the Public Records of Duval County, Florida; thence S 00°20'33" E, along said East line, a distance of 20.00 feet, to a point 10.00 feet Southwesterly of said South right of way line; thence S 09°00'33" E, parallel with and 10.00 feet Southwesterly of said South right of way line, a distance of 9133.09 feet, to the point of curvature of a curve, concave Northerly, having a radius of 1894.00 feet and a central angle of 12°01'31"; thence Easterly, concentric with and 10.00 feet Southwesterly of said South right of way line, and along the arc of said curve to the left, a distance of 401.59 feet, to a point of tangency; thence S 77°02'02" E, a distance of 401.00 feet, to a point of intersection with said South right of way line and a point of intersection with a non-tangent curve, concave Southwesterly, having a radius of 1021.65 feet and a central angle of 03°02'22"; thence Westwesterly, along said South right of way line and along the arc of said curve to the right, a distance of 101.07 feet, said arc subtended by a chord which bears S 01°40'47" E, a distance of 101.06 feet to the POINT OF BEGINNING; containing 3.50 acres, more or less.

3044

0052

SURVEYOR'S NOTES:

- This is not a boundary survey.
- Readings based on the State Plane Coordinate System, Florida East Zone, NAD 1983, per Published Values for HGS "11m", HGS "1/4cm", HGS "Sharp", HGS "Tech" and F.O.D.T. 10-35-23-6887

ALLEN
Engineering, Inc.

ENGINEERS - SURVEYORS
109 DIXIE LANE (P.O. BOX 321321)
COCOA BEACH, FLORIDA 32932-1321
407/703-7443

SURVEYOR'S CERTIFICATION:

I hereby certify the attached property description was prepared under my direction, in accordance with Chapter 21111-6 F.A.C., pursuant to Chapter 4972.027 F.S.

ALLEN ENGINEERING, INC.

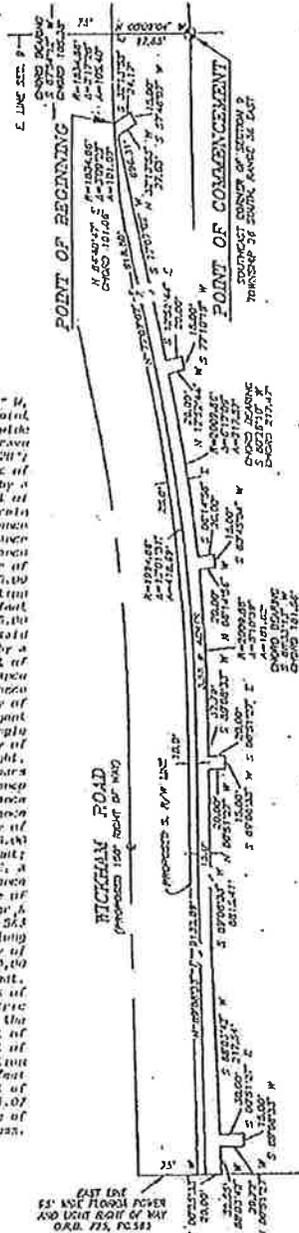
BY:
ROBERT M. SALMON
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, NO. 4262

Not valid unless
embossed with
Surveyor's Seal

Date: 12-4-89

Order No: 880161

For Exclusive Use Of: DUDA LANDS, INC.



BOARD OF COUNTY COMMISSIONERS

AGENDA: SUBORDINATION OF UTILITY INTEREST FROM FLORIDA
POWER & LIGHT COMPANY NECESSARY FOR THE PLAT
PROCESS RELATED TO TRASONA AT ADDISON VILLAGE
PHASE 1 & 2 - DISTRICT 4

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION

AGENCY CONTACT: DAN JONES, LAND ACQUISITION SUPERVISOR

CONTACT PHONE: 321-690-6847 (x 5-2726)

REVIEW

	APPROVE	DISAPPROVE	DATE
<u>LAND ACQUISITION</u> DAN JONES, SUPERVISOR	<u></u>	_____	<u>11/12/15</u>
<u>COUNTY ATTORNEY</u> CRISTINA BERRIOS ASSISTANT COUNTY ATTORNEY	<u>see attached</u>	_____	<u>11/17/15</u>
<u>PUBLIC WORKS</u> ANDREW HOLMES ASSISTANT DIRECTOR	<u></u>	_____	<u>11/18/15</u>

AGENDA DUE DATE: November 12, 2015 for the DECEMBER 1, 2015 BOARD MEETING

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

PLEASE CALL DEBBIE CRUZ AT 690-6847 WHEN READY TO BE PICKED UP.

THANK YOU.

BOARD OF COUNTY COMMISSIONERS

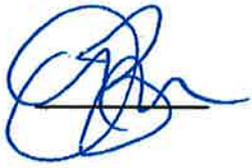
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CONTACT PHONE: 321-690-6847 (x 5-2726)

REVIEW

	APPROVE	DISAPPROVE	DATE
<u>LAND ACQUISITION</u> DAN JONES, SUPERVISOR		_____	11/2/15
<u>COUNTY ATTORNEY</u> CRISTINA BERRIOS ASSISTANT COUNTY ATTORNEY	<i>Subject to authorization for FPL's Signature.</i> 	_____	11/17/15
<u>PUBLIC WORKS</u> ANDREW HOLMES ASSISTANT DIRECTOR	_____	_____	_____

AGENDA DUE DATE: November 12, 2015 for the DECEMBER 1, 2015 BOARD MEETING

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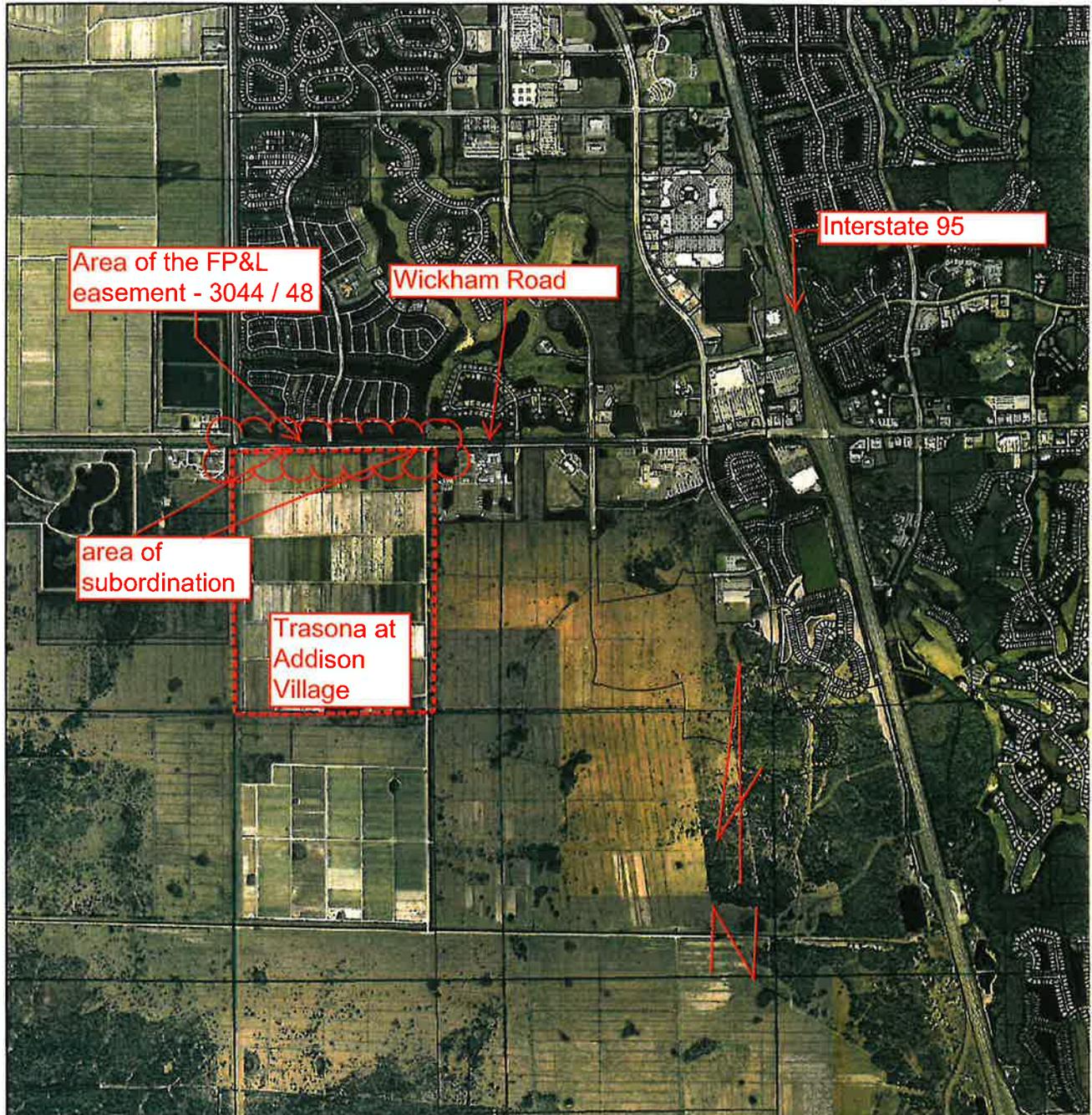
PLEASE CALL DEBBIE CRUZ AT 690-6847 WHEN READY TO BE PICKED UP.

THANK YOU.



Dana Blickley, CFA
Brevard County Property Appraiser

Location Map - Trasona FP&L Subordination



North Government Complex
400 South St, 5th Floor
Titusville, FL 32780
Phone: (321) 264-6700
Fax: (321) 264-6954

Merritt Island Services Complex
2675 N Courtenay Pkwy
Merritt Island, FL 32953
Phone: (321) 454-6620
Fax: (321) 454-6618

Viera Government Center
2726 Judge Fran Jamleson Wy
Viera, FL 32940
Phone: (321) 690-6880
Fax: (321) 690-6883

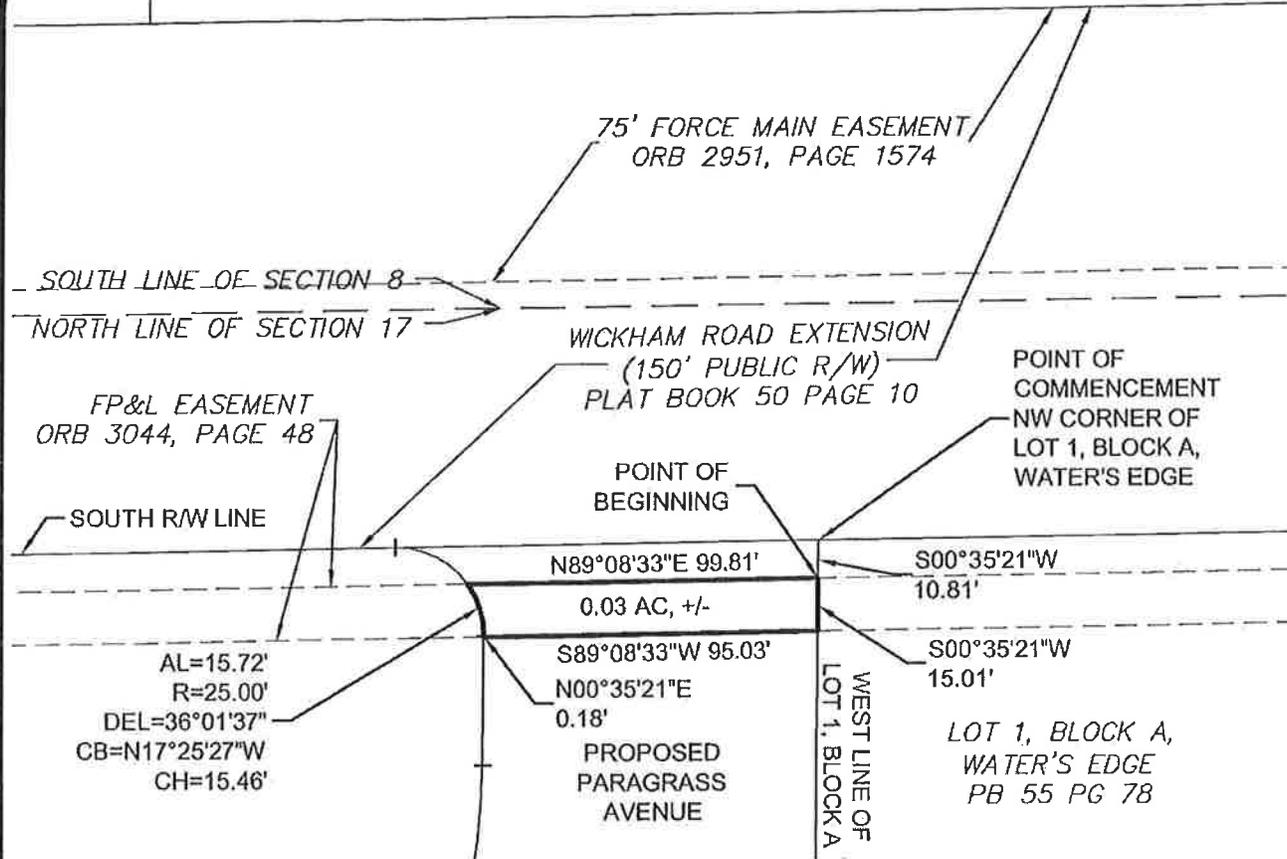
South Services Complex
1515 Samo Rd
Melbourne, FL 32935
Phone: (321) 255-4440
Fax: (321) 255-4439

Palm Bay Service Complex
450 Cogan Dr. SE
Palm Bay, FL 32909
Phone: (321) 952-4574
Fax: (321) 952-4573

Document content intended for assessment purposes only. Not a survey. Map layers may not precisely align. Other disclaimers apply.

Printed Thursday, November 12, 2015 at 10:42 AM. www.bcpao.us

THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE



PART OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3044, PAGE 48, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 17, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE NORTHWEST CORNER OF LOT 1, BLOCK A, WATER'S EDGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGE 78, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN S00°35'21"W ALONG THE WEST LINE OF SAID LOT 1, BLOCK A, A DISTANCE OF 10.81 FEET TO THE NORTH LINE OF SAID FLORIDA POWER AND LIGHT COMPANY EASEMENT AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S00°35'21"W, ALONG SAID WEST LINE, A DISTANCE OF 15.01 FEET TO THE SOUTH LINE OF SAID FLORIDA POWER AND LIGHT COMPANY EASEMENT; THENCE S89°08'33"W, ALONG SAID SOUTH LINE, A DISTANCE OF 95.03 FEET; THENCE N00°35'21"E A DISTANCE OF 0.18 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 36°01'37", A CHORD LENGTH OF 15.46 FEET AND A CHORD BEARING OF N17°25'27"W), A DISTANCE OF 15.72 FEET TO A NON-TANGENT INTERSECTION WITH THE NORTH LINE OF SAID FLORIDA POWER AND LIGHT COMPANY EASEMENT; THENCE N89°08'33"E, ALONG SAID NORTH LINE, A DISTANCE OF 99.81 FEET TO THE POINT OF BEGINNING. CONTAINING 1448.39 SQUARE FEET, OR 0.03 ACRES, MORE OR LESS.

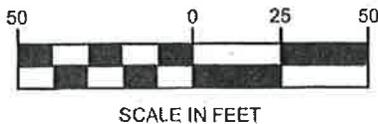


EXHIBIT "A"

**FLORIDA POWER & LIGHT COMPANY
 EASEMENT SUBORDINATION EXHIBIT AT
 PROPOSED PARAGRASS AVENUE**



B.S.E. CONSULTANTS, INC.
 CONSULTING - ENGINEERING - LAND SURVEYING
 312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
 PHONE: (321) 725-3874 FAX: (321) 723-1159
 CERTIFICATE OF BUSINESS AUTHORIZATION: 4995
 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB7004995

DATE: 09/25/15
 DESIGN/DRAWN LEH
 DRAWING# 11232_100_004
 PROJECT# 11232
 SHEET 1 OF 1