



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.8.

5/4/2021

### Subject:

Approval, Re: Assignment and Assumption Agreement and Temporary Construction Easement for The Viera Company Pineda Boulevard West Extension Project (Force Main)- District 4.

### Fiscal Impact:

None

### Dept/Office:

Public Works Department / Land Acquisition / Utility Services Department

### Requested Action:

It is requested that the Board of County Commissioners: 1) approve and authorize the Chair to execute the Assignment and Assumption Agreement and 2) approve and accept the Temporary Sanitary Sewer Easement.

### Summary Explanation and Background:

The subject property is located in Section 17, 18, 20, 21, 28, Township 26 South, Range 36 East, adjacent to the future Pineda Boulevard extension between Wickham Road and Lake Andrew Drive, in Viera.

The Viera Company plans to develop an area known as Village 2 of the West Viera Planned Unit Development (PUD). The attached Temporary Sanitary Sewer Easement extends from the South-Central Waste Water Treatment Facility southeasterly to the platted right-of-way of Pineda Boulevard. Portions of this easement will eventually be within the future right-of-way of Pineda Boulevard, once that roadway is extended to the west and north. The Temporary Sanitary Sewer Easement allows for automatic termination of segments of the easement area as said segments of the right-of-way are platted and conveyed permanently to Brevard County. The Temporary Sanitary Sewer Easement is being conveyed by all appropriate parcel owners.

The Viera Company's work-related activities with the installation of the force main along Pineda Boulevard created an encroachment into a Florida Power and Light easement area. The Viera Company had previously conveyed the applicable encroachment area to the Viera Stewardship District (VSD) in Official Records Boom 9088, Page 1180, and VSD executed a Right-of-Way Consent and Encroachment Agreement with Florida Power and Light (FPL) (attached). The Viera Company's improvements in the encroachment area are completed and ready to be conveyed to the County, and, simultaneously with the conveyance, it is recommended the County agree to the attached Assignment and Assumption agreement. In this agreement, VSD is assigning some of its rights and duties, as applicable to the improvements in the encroachment area, to Brevard County. VSD remains responsible for any costs associated with relocation costs due to a relocation requested by FPL per the Right of Way and Consent Agreement. See paragraph 13 of the Right of Way and Consent Agreement attached for review and reference only, and the Assignment and Assumption Agreement paragraph 2.

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 Assignment and Assumption Agreement.



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

May 5, 2021

**MEMORANDUM**

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

**RE:** Item F.8., Approval for Assignment and Assumption Agreement and Temporary Construction Easement for The Viera Company Pineda Boulevard West Extension Project (Force Main)

The Board of County Commissioners, in regular session on May 4, 2021, executed and approved the Assignment and Assumption Agreement; and approved and accepted the Temporary Sanitary Sewer Easement, located in Section 17, 18, 20, 21, 28, Township 26 South, Range 36 East, for The Viera Company Pineda Boulevard West Extension Project (Force Main). Enclosed is the fully-executed Assignment and Assumption Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script, reading "Kimberly Powell".

Kimberly Powell, Clerk to the Board

Encl. (1)

cc: Utility Services  
Land Acquisition

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Assignment**") is made this 15<sup>th</sup> day of April 2021 (the "**Effective Date**") by and between VIERA STEWARDSHIP DISTRICT, a special purpose unit of local government established pursuant to Chapter 2006-360, Laws of Florida, as amended, and Chapter 189, Florida Statutes ("**Assignor**") and BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida ("**Assignee**").

### WITNESSETH

WHEREAS, Assignor and Florida Power & Light Company, a Florida corporation ("**FPL**") are parties to that certain Right-of-Way Consent and Encroachment Agreement dated April 15, 2021, 2021 relating to FPL's consent to the construction and installation of a sanitary sewer force main and related components (the "**Improvements**") on the property of Assignor more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "**Encroachment Area**") (said agreement being the "**Consent Agreement**") due to the fact that FPL has easement rights over the Encroachment Area and adjacent real property pursuant to the "FPL Easements" referenced in the Consent Agreement;

WHEREAS, the construction and installation of the Improvements have been completed in accordance with plans and specifications approved by Assignee, Assignee has approved the final construction of the Improvements, and simultaneously with the execution of this Assignment, Assignor has conveyed the Improvements to Assignee and granted Assignee a perpetual, non-exclusive easement over the Encroachment Area for sanitary sewer purposes, subject to the terms and conditions of the FPL Easements and the Consent Agreement; and

WHEREAS, Assignee has agreed to accept an assignment of Assignor's rights and a delegation of Assignor's duties under the Consent Agreement in connection with Assignor's conveyance of the Improvements to Assignee, but on the terms and conditions set forth in this Assignment, as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency and receipt of which are acknowledged by Assignor and Assignee, Assignor and Assignee hereby agree as follows:

1. The above recitals are true and correct and are incorporated into this Assignment by this reference.
2. Assignor hereby assigns to Assignee all of the rights and interests of the Assignor as "Owner" under the Consent Agreement arising from and after the Effective Date, subject to the terms and conditions of this Assignment. Assignor hereby delegates to Assignee all of Assignor's duties and obligations as "Owner" under the Consent Agreement arising from and after the Effective Date, subject to the terms and conditions of this Assignment. However, the foregoing delegation of duties and obligations to Assignee shall not include the delegation to Assignee of any duties and obligations of Assignor as "VSD" (and not as "Owner") under the Consent Agreement that, pursuant to the Consent Agreement, are expressly excepted from Assignee or expressly survive to Assignor as "VSD" under the Consent Agreement following the Effective Date of this Assignment, including, without limitation, Assignor's obligation as "VSD" under Paragraph 13 of the Consent Agreement for the financial obligations of "Owner" in connection with any relocation of the Improvements or any reimbursement of FPL for relocation, rearrangement or related efforts and Assignor's obligation for an indemnification of Assignee for any costs

or expenses applicable to or incurred by Assignee in connection therewith, as more particularly described in Paragraph 13 of the Consent Agreement.

3. Assignee hereby accepts the foregoing assignment of Assignor's right and interests, and assumes Assignor's forgoing delegated duties and obligations, in, to, and under the Consent Agreement as of the Effective Date, subject to the terms and conditions of this Assignment.

4. In addition to the aforementioned obligations of Assignor as the "VSD" and the related indemnification by Assignor to Assignee expressly set forth in Paragraph 2 above and Paragraph 13 of the Consent Agreement, which shall survive the Effective Date of this Assignment as provided in Paragraph 13 of the Consent Agreement, Assignor agrees to, and hereby does, to the extent permitted by applicable law, indemnify, save and hold Assignee harmless of, from and against any and all loss, cost, cost, expense, liability, damages, actions, causes of action, demands or claims arising out of or in connection with the actions and obligations of Assignor relating to the Consent Agreement arising prior to the Effective Date of this Assignment. Nothing contained herein shall be construed as a waiver of sovereign immunity or the limitations of liability pursuant to Section 768.28, Florida Statutes or other laws, if applicable, to Assignor.

5. The provisions of this Assignment shall be binding upon, and inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

6. This Assignment may be executed by Assignor and Assignee in counterparts.

7. The parties understand and agree that all documents of any kind provided to the other party in connection with this Assignment may be public records and shall be treated as such in accordance with Florida law.

(SIGNATURES ARE ON THE FOLLOWING PAGE.)

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment of the Effective Date.

Signed, sealed and delivered  
in the presence of:

ASSIGNOR:

VIERA STEWARDSHIP DISTRICT  
a special purpose unit of local government  
established pursuant to Chapter 2006-360,  
Laws of Florida, as amended, and Chapter  
189, Florida Statutes

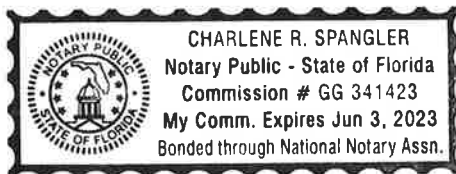
Charlene R. Spangler  
Signature:  
Print Name: Charlene R. Spangler

Cheryl W. Dixon  
Signature:  
Print Name: Cheryl W. Dixon

By: [Signature]  
Its: Chairman  
Print Name: Todd J. Pokrywa

STATE OF FLORIDA  
COUNTY OF BREVARD


The foregoing instrument was acknowledged before me by ✓ physical presence or       
online notarization this 15<sup>th</sup> day of April 2021 by TODD J. POKRYWA as  
CHAIRMAN of Viera Stewardship District, a special purpose unit of local government  
established pursuant to Chapter 2006-360, Laws of Florida, as amended, and Chapter 189,  
Florida Statutes, on behalf of the district. Said person (check one) ☒ is personally known to  
me, ☐ produced a driver's license (issued by a state of the United States within the last five (5)  
years) as identification, or ☐ produced other identification, to wit:



Charlene R. Spangler  
Print Name: Charlene R. Spangler  
Notary Public  
Commission No.: GG 341423  
My Commission Expires: 6/3/2023

(SIGNATURE OF ASSIGNEE IS ON THE FOLLOWING PAGE.)

ATTEST:

  
Rachel M. Sadoff, Clerk

Approved as to legal form and content:

Christine M. Schwerak  
Assistant County Attorney

ASSIGNEE:

BREVARD COUNTY, FLORIDA,  
by and through

Board of County Commissioners of Brevard County,  
Florida

  
By: Rita Pritchett

Title: Chair

As approved by the Board on 05/04/2021

Exhibit "A"  
Legal Description of the Encroachment Area



DESCRIPTION OF A PARCEL OF LAND IN SECTIONS 17 AND 18, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.

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

DESCRIPTION PREPARED AS REQUESTED BY:

BEARING REFERENCE: ASSUMED BEARING OF S89°08'33"W ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WICKHAM ROAD, A 150 FOOT PUBLIC RIGHT-OF-WAY, TRASONA AT ADDISON VILLAGE - PHASE 4 ACCORDING TO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 3, PAGE 88, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

THIS DESCRIPTION IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

THIS DESCRIPTION IS SUBJECT TO ANY FACTS THAT MAY BE REVEALED BY A COMPLETE AND ACCURATE TITLE SEARCH.

THIS DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNLESS ELECTRONICALLY SIGNED AND SEALED IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 472.025.

THIS DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY FLORIDA STATUTES CHAPTER 472 AND THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE

#### DESCRIPTION

A 20.00 FOOT WIDE STRIP OF LAND IN SECTIONS 17 AND 18, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTHWEST CORNER OF WICKHAM ROAD, A 150 FOOT WIDE PUBLIC RIGHT-OF-WAY, ACCORDING TO THE PLAT OF TRASONA AT ADDISON VILLAGE - PHASE 4 (WICKHAM ROAD AND PINEDA BOULEVARD) AS RECORDED IN ROAD PLAT BOOK 3, PAGE 88, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN S89°08'33"W, A DISTANCE OF 573.29 FEET TO THE EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2951, PAGE 1574, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S00°25'32"E ALONG SAID EAST LINE, A DISTANCE OF 484.19 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE N89°34'28"E, A DISTANCE OF 95.00 FEET TO A POINT 15.00 FEET WEST OF (AS MEASURED PERPENDICULARLY) THE WEST LINE OF THAT CERTAIN 30.00 FOOT WIDE UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 509, PAGE 815, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND END OF THIS CENTERLINE. (SAID POINT ALSO BEING KNOWN AS REFERENCE POINT ONE).

TOGETHER WITH A 30.00 FOOT WIDE STRIP OF LAND IN SECTIONS 17 AND 18, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA, LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT ONE AND RUN S00°25'32"E PARALLEL TO AND 15.00 FEET WEST OF THE WEST LINE OF THE AFOREMENTIONED 30.00 FOOT WIDE UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 509, PAGE 815, A DISTANCE OF 2145.28 FEET TO REFERENCE POINT TWO AND THE END OF THIS CENTERLINE.

ALSO TOGETHER WITH A 20.00 FOOT WIDE STRIP OF LAND IN SECTION 17, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT TWO AND RUN N89°34'28"E, A DISTANCE OF 64.87 FEET; THENCE S82°52'00"E, A DISTANCE OF 48.78 FEET TO A POINT 20 FEET WEST OF (AS MEASURED PERPENDICULARLY) THE WEST RIGHT-OF-WAY LINE OF PINEDA BOULEVARD, A 120 FOOT WIDE PUBLIC RIGHT-OF-WAY, ACCORDING TO THE PLAT OF TRASONA AT ADDISON VILLAGE - PHASE 9, AS RECORDED IN PLAT BOOK 66, PAGE 74, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, PARALLEL TO AND 20.00 FEET WEST OF (AS MEASURED PERPENDICULARLY) SAID RIGHT-OF-WAY OF PINEDA BOULEVARD, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 1580.00 FEET, A CENTRAL ANGLE OF 16°46'16", A CHORD BEARING OF S01°15'08"E AND A CHORD LENGTH OF 460.83 FEET), A DISTANCE OF 462.48 FEET TO THE END OF THIS CENTERLINE. CONTAINING 1.78 ACRES, MORE OR LESS.

SCOTT M. GLAUBITZ  
PROFESSIONAL LAND SURVEYOR  
FLORIDA LICENSE NUMBER 4151

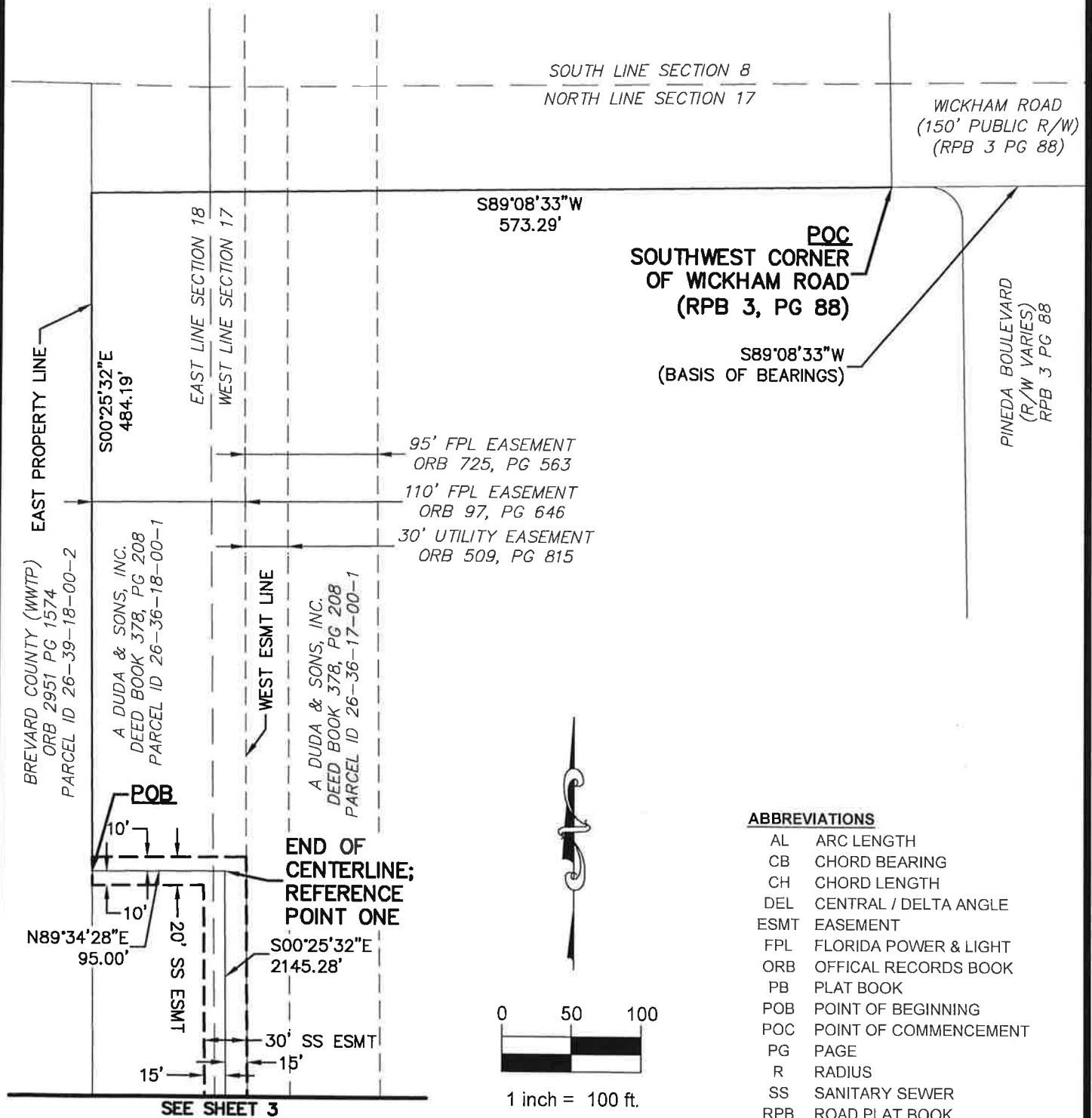
## SANITARY SEWER EASEMENT

LESLIE E. HOWARD  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA LICENSE NUMBER 5611



**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: 4905  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 03/29/2021  
DESIGN/DRAWN: HAK/WFV  
DRAWING# 1153101\_100\_002  
PROJECT# 11531.01  
SHEET 1 OF 3



#### ABBREVIATIONS

AL	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
DEL	CENTRAL / DELTA ANGLE
ESMT	EASEMENT
FPL	FLORIDA POWER & LIGHT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PG	PAGE
R	RADIUS
SS	SANITARY SEWER
RPB	ROAD PLAT BOOK
R/W	RIGHT-OF-WAY

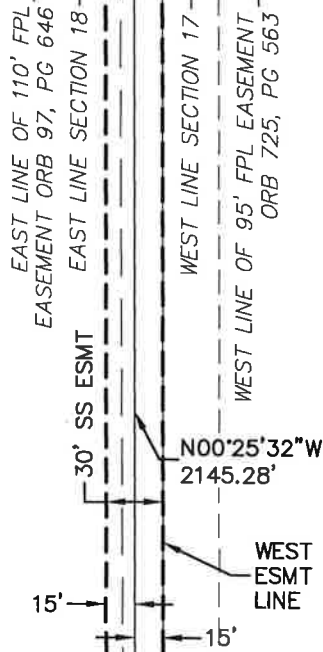
## SANITARY SEWER EASEMENT



**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: 4905  
 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 03/29/2021  
 DESIGN/DRAWN: HAK/WFV  
 DRAWING# 1153101\_100\_002  
 PROJECT# 11531.01  
 SHEET 2 OF 3

SEE SHEET 2

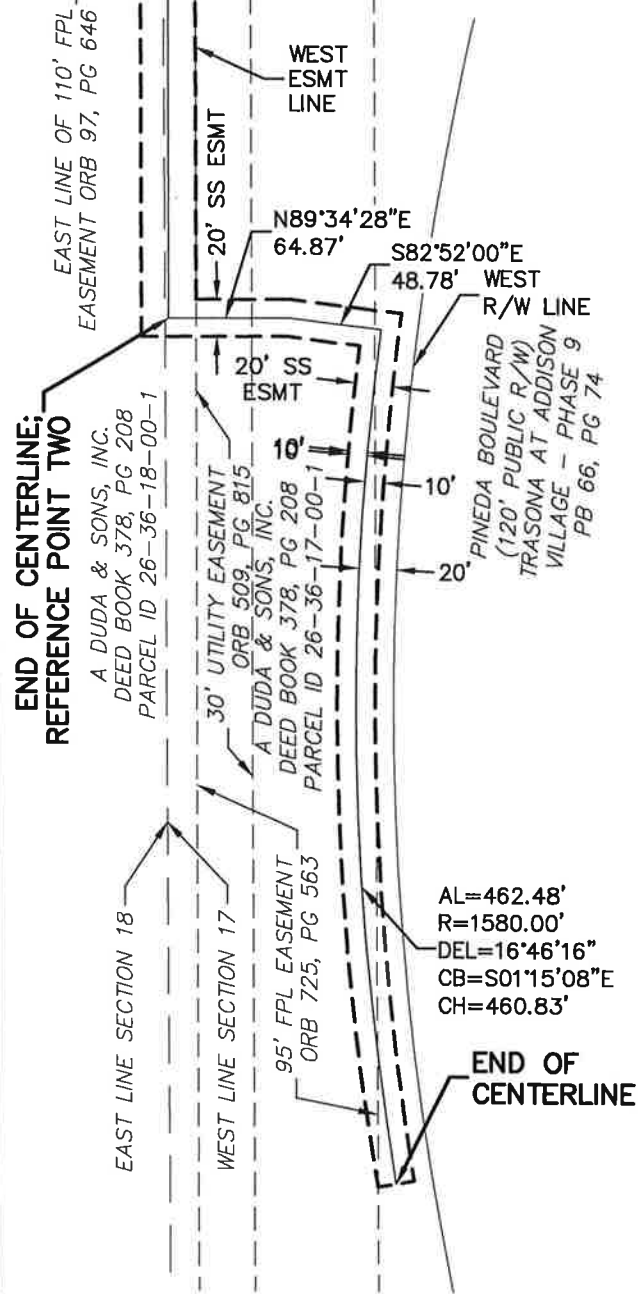


SEE ABOVE RIGHT

#### ABBREVIATIONS

AL	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
DEL	CENTRAL / DELTA ANGLE
ESMT	EASEMENT
FPL	FLORIDA POWER & LIGHT
ORB	OFFICAL RECORDS BOOK
PB	PLAT BOOK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PG	PAGE
R	RADIUS
SS	SANITARY SEWER
RPB	ROAD PLAT BOOK
R/W	RIGHT-OF-WAY

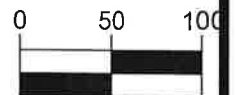
SEE BELOW LEFT



AL=462.48'  
R=1580.00'  
DEL=16°46'16\"/>

END OF CENTERLINE

## SANITARY SEWER EASEMENT



1 inch = 100 ft.



### 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: 4905  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 03/29/2021  
DESIGN/DRAWN: HAK/WFV  
DRAWING# 1153101\_100\_002  
PROJECT# 11531.01  
SHEET 3 OF 3

This instrument prepared by:  
Benjamin E. Wilson, Esq.  
The Viera Company  
7380 Murrell Rd., Ste. 201  
Viera, FL 32940  
321.242.1200, Ext. 4501

TEMPORARY SANITARY SEWER EASEMENT  
(Pineda Boulevard West)

THE VIERA COMPANY, a Florida corporation, A. DUDA & SONS, INC., a Florida corporation, CENTRAL VIERA COMMUNITY ASSOCIATION, INC., a Florida corporation not-for-profit, and VIERA STEWARDSHIP DISTRICT, a special purpose unit of local government established pursuant to Chapter 2006-360, Laws of Florida, as amended, and Chapter 189, Florida Statutes (collectively, "**Grantors**"), as of this 15<sup>th</sup> day of April 2021 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 grant and convey, but subject to the reservations and other matters set forth hereinbelow, to BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida ("**Grantee**"), a temporary easement for the purpose of installing, operating, inspecting, repairing, maintaining, replacing and improving a sanitary sewer force main, sanitary sewer lines and related facilities under, upon and through that certain real property of Grantors containing approximately 9.68 acres and more particularly described in Exhibit "A" attached hereto and made a part hereof (the "**Easement Area**") (said temporary easement being the "**Easement**").

TOGETHER WITH the right in favor of Grantee for reasonable ingress and egress over and across the Easement Area at all times to facilitate the purposes of the Easement and the right to cut, trim, and keep the Easement Area clear of trees, brush and undergrowth.

THE EASEMENT hereby granted is non-exclusive, made subject to easements, conditions, restrictions, reservations and other matters of record encumbering the Easement Area as of the date of this instrument and as respectively granted by Grantors from time to time, and shall in no way restrict the right or interest of Grantors in the use and quiet enjoyment of their respective portions of the Easement Area to the extent that such use does not unreasonably interfere with the rights granted herein to Grantee. Without limiting the generality of the preceding sentence, Grantors expressly reserve the right to utilize their respective portions of the Easement Area for roadway, driveway, sidewalk, landscaping and signage purposes and for the installation of utilities such as potable water lines, reuse water lines and related improvements, and in connection therewith to construct, install, repair, maintain and improve roadways, utility lines, driveways, sidewalks, landscaping, irrigation systems, signs, and improvements related thereto over, across, upon and under the Easement Area or any part thereof.

GRANTORS anticipate that Grantors shall, in connection with platting and developing the lands of which the Easement Area is a part, dedicate the Easement Area, in whole or in parts, to Grantee for use as a public right-of-way for roadway and utility purposes and/or as a utility easement. Therefore all Easement rights and interests hereby granted to Grantee with respect to any portion of the Easement Area hereafter so dedicated to Grantee by Grantors shall automatically terminate and be in all respects extinguished, null, void and of no further force and effect as to the

dedicated portion of the Easement Area upon the recording a subdivision plat in the Public Records of Brevard County, Florida containing such a dedication to Grantee.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed in their name by a proper officer thereunto duly authorized on the day and year first above written.

Signed, sealed and delivered in the presence of:

Charlene R. Spangler  
Name: Charlene R. Spangler  
Cheryl W. Dixon  
Name: Cheryl W. Dixon

GRANTORS:

THE VIERA COMPANY,  
a Florida corporation

By: Todd J. Pokrywa  
Name: Todd J. Pokrywa  
Title: President

(CORPORATE SEAL)



Charlene R. Spangler  
Name: Charlene R. Spangler  
Cheryl W. Dixon  
Name: Cheryl W. Dixon

A. DUDA & SONS, INC.,  
a Florida corporation

By: Todd J. Pokrywa  
Name: Todd J. Pokrywa  
Title: Corporate Vice President, Real Estate

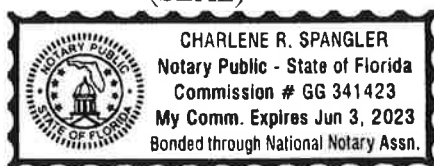
(CORPORATE SEAL)



STATE OF FLORIDA }  
COUNTY OF BREVARD }

The foregoing instrument was acknowledged before me ☒ by personal appearance or ☐ online notarization this 15th day of April 2021, by Todd J. Pokrywa, as President of The Viera Company, a Florida corporation and as Corporate Vice President, Real Estate of A. Duda & Sons, Inc., a Florida corporation, on behalf of the corporations. He is personally known to me and did not take an oath.

(SEAL)



Charlene R. Spangler  
Print Name: Charlene R. Spangler  
Notary Public, State of Florida  
Commission No.: GG 341423  
Expires: 6/3/2023

(SIGNATURES CONTINUE ON THE FOLLOWING PAGES.)

Signed, sealed and delivered in the presence of:

Charlene R. Spangler  
Name: Charlene R. Spangler

Cheryl W. Dixon  
Name: Cheryl W. Dixon

GRANTORS:

CENTRAL VIERA COMMUNITY  
ASSOCIATION, INC.,  
a Florida corporation not-for-profit

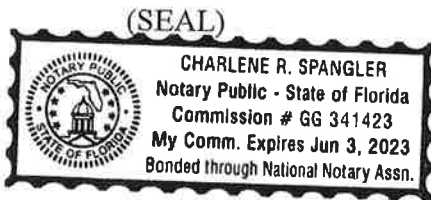
By: Eva M. Rey  
Name: Eva M. Rey  
Title: President

(CORPORATE SEAL)



STATE OF FLORIDA        }  
                                     }  
COUNTY OF BREVARD    }

The foregoing instrument was acknowledged before me ✓ by personal appearance or  
\_\_\_\_\_ online notarization this 15<sup>th</sup> day of April 2021, by Eva M. Rey, as  
President of Central Viera Community Association, Inc., a Florida corporation not-for-profit, on  
behalf of the corporation. She is personally known to me and did not take an oath.



Charlene R. Spangler  
Print Name: Charlene R. Spangler  
Notary Public, State of Florida  
Commission No.: GG 341423  
Expires: 6/3/2023

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE.)

Signed, sealed and delivered  
in the presence of:

GRANTORS:

VIERA STEWARDSHIP DISTRICT  
a special purpose unit of local government  
established pursuant to Chapter 2006-360,  
Laws of Florida, as amended, and Chapter  
189, Florida Statutes

Charlene R. Spangler  
Signature:  
Print Name: Charlene R. Spangler

Cheryl W. Dixon  
Signature:  
Print Name: Cheryl W. Dixon

By: [Signature]  
Its: Chairman  
Print Name: Todd J. Pokrywa

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by ☒ physical presence or  
online notarization this 15<sup>th</sup> day of April 2021 by TODD J.  
POKRYWA as CHAIRMAN of Viera Stewardship District, a special purpose unit of local  
government established pursuant to Chapter 2006-360, Laws of Florida, as amended, and  
Chapter 189, Florida Statutes, on behalf of the District. He is personally known to me and did  
not take an oath.



Charlene R. Spangler  
Print Name: Charlene R. Spangler  
Notary Public  
Commission No.: GG341423  
My Commission Expires: 6/3/2023

**Exhibit "A"**

**Description of the Easement Area**



# LEGAL DESCRIPTION PARCEL 700

EXHIBIT "A"

PARENT PARCEL ID#: 26-36-16-00-506, 26-36-17-00-1, 26-36-17-00-8,  
26-36-17-00-10, 26-36-18-00-1, 26-36-20-00-1, 26-36-20-00-2 AND  
26-36-21-00-500

SHEET 1 OF 12

NOT VALID WITHOUT SHEETS 2, 3,  
4, 5, 6, 7, 8, 9, 10 AND 11

THIS IS NOT A SURVEY

PURPOSE: SANITARY SEWER EASEMENT

LEGAL DESCRIPTION: PARCEL 700, SANITARY SEWER EASEMENT  
(PREPARED BY SURVEYOR)

A 20.00 FOOT WIDE STRIP OF LAND IN SECTIONS 17 AND 18, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTHWEST CORNER OF WICKHAM ROAD, A 150 FOOT WIDE PUBLIC RIGHT-OF-WAY, ACCORDING TO THE PLAT OF TRASONA AT ADDISON VILLAGE - PHASE 4 (WICKHAM ROAD AND PINEDA BOULEVARD) AS RECORDED IN ROAD PLAT BOOK 3, PAGE 88, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN S89°08'33"W, A DISTANCE OF 573.29 FEET TO THE EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2951, PAGE 1574, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S00°25'32"E ALONG SAID EAST LINE, A DISTANCE OF 484.19 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE N89°34'28"E, A DISTANCE OF 95.00 FEET TO A POINT 15.00 FEET WEST OF (AS MEASURED PERPENDICULARLY) THE WEST LINE OF THAT CERTAIN 30.00 FOOT WIDE UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 509, PAGE 815, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND END OF THIS CENTERLINE. (SAID POINT ALSO BEING KNOWN AS REFERENCE POINT ONE).

TOGETHER WITH A 30.00 FOOT WIDE STRIP OF LAND IN SECTIONS 17 AND 18, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA, LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT ONE AND RUN S00°25'32"E PARALLEL TO AND 15.00 FEET WEST OF THE WEST LINE OF THE AFOREMENTIONED 30.00 FOOT WIDE UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 509, PAGE 815, A DISTANCE OF 2145.28 FEET TO REFERENCE POINT TWO AND THE END OF THIS CENTERLINE.

ALSO TOGETHER WITH A 20.00 FOOT WIDE STRIP OF LAND IN SECTIONS 17, 20 AND 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT TWO AND RUN N89°34'28"E, A DISTANCE OF 64.87 FEET; THENCE S82°52'00"E, A DISTANCE OF 48.78 FEET TO A POINT 20 FEET WEST OF (AS MEASURED PERPENDICULARLY) THE WEST RIGHT-OF-WAY LINE OF PINEDA BOULEVARD, A 120 FOOT WIDE PUBLIC RIGHT-OF-WAY, ACCORDING TO THE PLAT OF TRASONA AT ADDISON VILLAGE - PHASE 9, AS RECORDED IN PLAT BOOK 66, PAGE 74, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, PARALLEL TO AND 20.00 FEET WEST OF (AS MEASURED PERPENDICULARLY) SAID RIGHT-OF-WAY OF PINEDA BOULEVARD, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 1580.00 FEET, A CENTRAL ANGLE OF 23°43'14", A CHORD BEARING OF S04°43'37"E AND A CHORD LENGTH OF 649.46 FEET), A DISTANCE OF 654.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, CONTINUING PARALLEL TO AND 20.00 FEET WEST OF SAID RIGHT-OF-WAY OF PINEDA BOULEVARD, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2420.00 FEET, A CENTRAL ANGLE OF 11°38'36", A CHORD BEARING OF S10°45'56"E AND A CHORD LENGTH OF 490.93 FEET), A DISTANCE OF 491.77 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHEAST; THENCE N85°03'22"E ALONG SAID NON-TANGENT LINE A DISTANCE OF 20.00 FEET TO A POINT ON THE SAID WEST RIGHT-OF-WAY LINE OF PINEDA BOULEVARD; THENCE S85°03'22"W, A DISTANCE OF 20.00 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE WEST AND HAVING A RADIUS OF 2420.00 FEET, A CENTRAL ANGLE OF 4°40'06", A CHORD BEARING OF S02°36'35"E AND A CHORD LENGTH OF 197.13 FEET), A DISTANCE OF 197.18 FEET TO THE END OF SAID CURVE; THENCE S00°16'32"E, A DISTANCE OF 1143.71 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1455.00 FEET, A CENTRAL ANGLE OF 49°41'42", A CHORD BEARING OF S25°07'23"E AND A CHORD LENGTH OF 1222.79 FEET), A DISTANCE OF 1261.98 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 2765.00 FEET, A CENTRAL ANGLE OF 36°19'59", A CHORD BEARING OF S68°08'13"E AND A CHORD LENGTH OF 1724.14 FEET), A DISTANCE OF 1753.37 FEET TO THE END OF SAID CURVE; THENCE S86°18'12"E, A DISTANCE OF 1385.53 FEET; (DESCRIPTION CONTINUES ON SHEET 2)



Digitally signed by Leslie E Howard  
DN: c=US, o=BSE CONSULTANTS INC.,  
ou=A01410C0000016C70B79A9D000  
08416, cn=Leslie E Howard  
Date: 2021.04.15 09:34:12 -04'00'

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

LESLIE E. HOWARD, PSM NO. 5611,  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: B.S.E. CONSULTANTS, INC.  
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4  
MELBOURNE, FLORIDA 32901 LB No. 4905

DRAWN BY: HAK/LEH/WFV	CHECKED BY: LEH	PROJECT NO. 11531.01			SECTIONS 17, 18, 20, 21 AND 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 12/16/20	DRAWING: 1153101_100_001		4/15/21	COMMENTS	
			4/05/21	COMMENTS	

# LEGAL DESCRIPTION PARCEL 700

PARENT PARCEL ID#: 26-36-16-00-506, 26-36-17-00-1, 26-36-17-00-8,  
26-36-17-00-10, 26-36-18-00-1, 26-36-20-00-1, 26-36-20-00-2 AND  
26-36-21-00-500

PURPOSE: SANITARY SEWER EASEMENT

LEGAL DESCRIPTION: PARCEL 700, SANITARY SEWER EASEMENT  
(PREPARED BY SURVEYOR)

## EXHIBIT "A"

SHEET 2 OF 12

NOT VALID WITHOUT SHEETS 1, 3,  
4, 5, 6, 7, 8, 9, 10 AND 11

THIS IS NOT A SURVEY

THENCE N03°41'48"E, A DISTANCE OF 140.00 FEET; THENCE S03°41'48"W, A DISTANCE OF 140.00 FEET; THENCE S86°18'12"E, A DISTANCE OF 720.14 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 1935.00 FEET, A CENTRAL ANGLE OF 15°04'44", A CHORD BEARING OF S78°45'50"E AND A CHORD LENGTH OF 507.78 FEET), A DISTANCE OF 509.25 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; THENCE S22°02'02"E ALONG SAID NON-TANGENT LINE, A DISTANCE OF 66.73 FEET; THENCE S67°02'02"E, A DISTANCE OF 188.42 FEET; THENCE N67°57'58"E, A DISTANCE OF 66.73 FEET TO A NON-TANGENT INTERSECTION WITH 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 1935.00 FEET, A CENTRAL ANGLE OF 20°42'36", A CHORD BEARING OF S52°29'19"E AND A CHORD LENGTH OF 695.62 FEET) A DISTANCE OF 699.42 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 12140.00 FEET, A CENTRAL ANGLE OF 1°40'50", A CHORD BEARING OF S42°58'26"E AND A CHORD LENGTH OF 356.10 FEET), A DISTANCE OF 356.11 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHEAST; THENCE N46°05'02"E ALONG SAID NON-TANGENT LINE, A DISTANCE OF 127.25 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 12012.75 FEET, A CENTRAL ANGLE OF 0°40'50", A CHORD BEARING OF S44°09'12"E AND A CHORD LENGTH OF 142.69 FEET), A DISTANCE OF 142.69 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2122.25 FEET, A CENTRAL ANGLE OF 27°16'53", A CHORD BEARING OF S30°51'11"E AND A CHORD LENGTH OF 1000.99 FEET), A DISTANCE OF 1010.51 FEET TO THE END OF SAID CURVE; THENCE S17°12'45"E, A DISTANCE OF 802.54 FEET TO REFERENCE POINT THREE AND THE END OF THIS CENTERLINE;

ALSO TOGETHER WITH A 22.75 FOOT WIDE STRIP OF LAND IN SECTIONS 21 AND 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA, LYING 11.375 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE AFOREMENTIONED REFERENCE POINT THREE AND RUN N72°47'15"E, A DISTANCE OF 1.37 FEET TO A POINT 11.375 FEET WEST OF THE WESTERLY LINE OF BRIDGEWATER NORTH AT VIERA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 63, PAGE 20, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND THE BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE S17°12'45"E, PARALLEL TO AND 11.375 FEET WEST OF (AS MEASURED PERPENDICULARLY) SAID WESTERLY LINE OF BRIDGEWATER NORTH AT VIERA, AND THE WESTERLY LINE OF BRIDGEWATER CENTRAL AT VIERA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 66, PAGE 81, PUBLIC RECORDS OF BREVARD COUNTY FLORIDA, A DISTANCE OF 155.79 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, PARALLEL TO AND 11.375 FEET WEST OF SAID WESTERLY LINE OF BRIDGEWATER CENTRAL, (SAID CURVE BEING CURVED CONCAVE TO THE WEST AND HAVING A RADIUS OF 2077.63 FEET, A CENTRAL ANGLE OF 32°12'11", A CHORD BEARING OF S01°06'39"E AND A CHORD LENGTH OF 1152.42 FEET), A DISTANCE OF 1167.73 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1835.37 FEET, A CENTRAL ANGLE OF 72°25'08", A CHORD BEARING OF S21°13'07"E AND A CHORD LENGTH OF 2168.45 FEET), A DISTANCE OF 2319.82 FEET TO REFERENCE POINT FOUR; THENCE CONTINUE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1835.37 FEET, A CENTRAL ANGLE OF 23°47'55", A CHORD BEARING OF S69°19'39"E AND A CHORD LENGTH OF 756.88 FEET), A DISTANCE OF 762.35 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 4852.62 FEET, A CENTRAL ANGLE OF 8°02'44", A CHORD BEARING OF S77°12'14"E AND A CHORD LENGTH OF 680.86 FEET), A DISTANCE OF 681.42 FEET TO A POINT ON THE WESTERLY LINE OF PINEDA BOULEVARD, A 150.00 FOOT WIDE PUBLIC RIGHT-OF-WAY, AS PER THE PLAT OF LAKE ANDREW DRIVE - SEGMENT E AND PINEDA BOULEVARD SEGMENT I PHASE 1, RECORDED IN PLAT BOOK 68, PAGE 44, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND THE END OF THIS CENTERLINE;

ALSO TOGETHER WITH A 20.00 FOOT WIDE STRIP OF LAND IN SECTION 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT FOUR AND RUN S32°36'10"W, A DISTANCE OF 138.60 FEET TO THE END OF THIS CENTERLINE. CONTAINING 9.68 TOTAL ACRES, MORE OR LESS.

PREPARED BY: B.S.E. CONSULTANTS, INC.  
312 SOUTH HARBOR CITY BLVD., SUITE 4  
MELBOURNE, FLORIDA 32901

SCALE:  
1 INCH = 100 FEET  
PROJECT NO.:  
11531.01

SECTIONS 17, 18, 20, 21  
AND 28, TOWNSHIP 26  
SOUTH, RANGE 36 EAST

# LEGAL DESCRIPTION PARCEL 700

PARENT PARCEL ID#: 26-36-16-00-506, 26-36-17-00-1, 26-36-17-00-8,  
26-36-17-00-10, 26-36-18-00-1, 26-36-20-00-1, 26-36-20-00-2 AND  
26-36-21-00-500

PURPOSE: SANITARY SEWER EASEMENT

## EXHIBIT "A"

SHEET 3 OF 12

NOT VALID WITHOUT SHEETS 1, 2,  
4, 5, 6, 7, 8, 9, 10 AND 11

THIS IS NOT A SURVEY

### SURVEYORS NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARING REFERENCE: ASSUMED BEARING OF S89°08'33"W ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WICKHAM ROAD, A 150 FOOT PUBLIC RIGHT-OF-WAY, TRASONA AT ADDISON VILLAGE - PHASE 4 ACCORDING TO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 3, PAGE 88, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
3. THIS DESCRIPTION IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.
4. THIS DESCRIPTION WAS PREPARED WITH THE BENEFIT OF THAT CERTAIN FIDELITY NATIONAL TITLE INSURANCE COMPANY PROPERTY INFORMATION REPORT, ORDER NO.: 8843979, CUSTOMER REFERENCE NUMBER: 11531.01. ONLY THOSE PLOTTABLE EASEMENTS ENCUMBERING THE LANDS DESCRIBED HEREON, WHICH WERE FOUND IN SAID REPORT, ARE SHOWN AND/OR NOTED HEREON.
5. THIS DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNLESS ELECTRONICALLY SIGNED AND SEALED IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 472.025.
6. THIS DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY FLORIDA STATUTES CHAPTER 472 AND THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

PREPARED BY: B.S.E. CONSULTANTS, INC.  
312 SOUTH HARBOR CITY BLVD., SUITE 4  
MELBOURNE, FLORIDA 32901

SCALE:  
1 INCH = 100 FEET

PROJECT NO.:  
11531.01

SECTIONS 17, 18, 20, 21  
AND 28, TOWNSHIP 26  
SOUTH, RANGE 36 EAST

# SKETCH OF DESCRIPTION

## PARCEL 700

PARENT PARCEL ID#: 26-36-16-00-506, 26-36-17-00-1, 26-36-17-00-8,  
26-36-17-00-10, 26-36-18-00-1, 26-36-20-00-1, 26-36-20-00-2 AND  
26-36-21-00-500

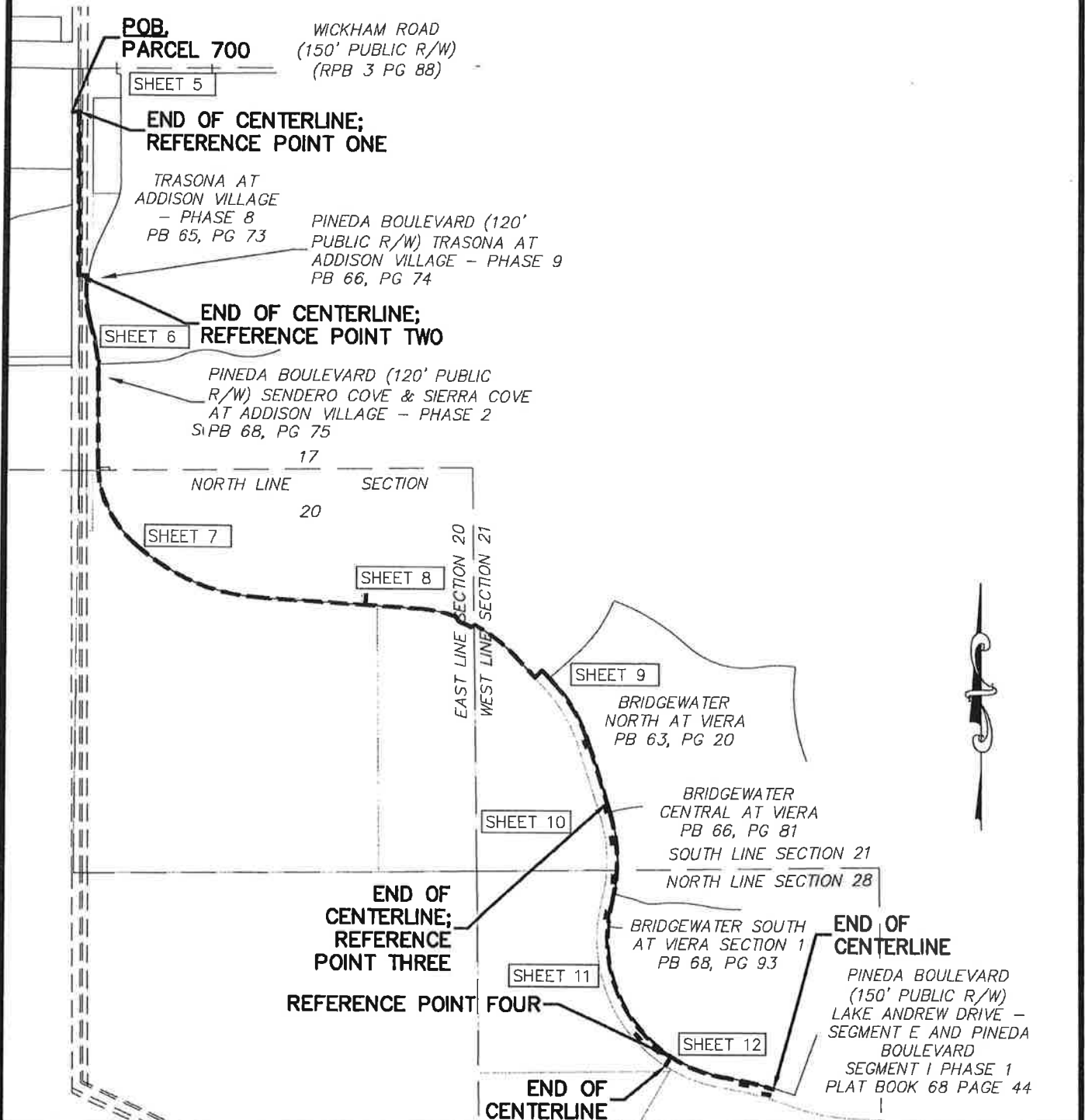
PURPOSE: SANITARY SEWER EASEMENT

## EXHIBIT "A"

SHEET 4 OF 12

NOT VALID WITHOUT SHEETS 1, 2,  
3, 5, 6, 7, 8, 9, 10 AND 11

THIS IS NOT A SURVEY



PREPARED BY: B.S.E. CONSULTANTS, INC.  
312 SOUTH HARBOR CITY BLVD., SUITE 4  
MELBOURNE, FLORIDA 32901

SCALE: NOT TO SCALE  
PROJECT NO.: 11531.01

SECTIONS 17, 18, 20, 21  
AND 28, TOWNSHIP 26  
SOUTH, RANGE 36 EAST

# SKETCH OF DESCRIPTION

## PARCEL 700

PARENT PARCEL ID# 26-36-16-00-506, 26-36-17-00-1, 26-36-17-00-8,  
26-36-17-00-10, 26-36-18-00-1, 26-36-20-00-1, 26-36-20-00-2 AND  
26-36-21-00-500

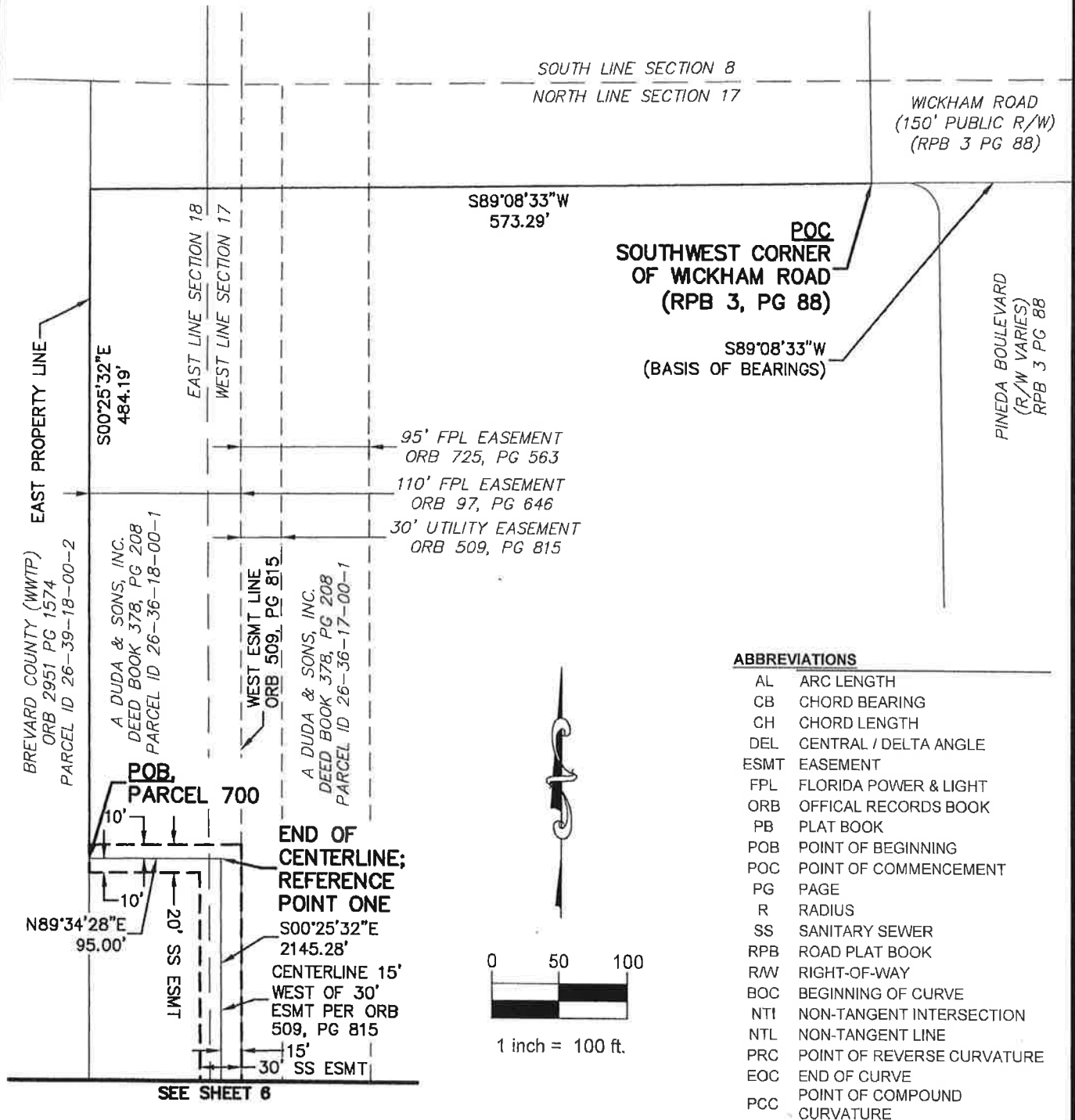
PURPOSE: SANITARY SEWER EASEMENT

## EXHIBIT "A"

SHEET 5 OF 12

NOT VALID WITHOUT SHEETS 1, 2,  
3, 5, 6, 7, 8, 9, 10 AND 11

THIS IS NOT A SURVEY



PREPARED BY: B.S.E. CONSULTANTS, INC.  
312 SOUTH HARBOR CITY BLVD., SUITE 4  
MELBOURNE, FLORIDA 32901

SCALE:  
1 INCH = 100 FEET  
PROJECT NO.:  
11531.01

SECTIONS 17, 18, 20, 21  
AND 28, TOWNSHIP 26  
SOUTH, RANGE 36 EAST

# SKETCH OF DESCRIPTION

## PARCEL 700

PARENT PARCEL ID# 26-36-16-00-506, 26-36-17-00-1, 26-36-17-00-8,  
26-36-17-00-10, 26-36-18-00-1, 26-36-20-00-1, 26-36-20-00-2 AND  
26-36-21-00-500

PURPOSE: SANITARY SEWER EASEMENT

## EXHIBIT "A"

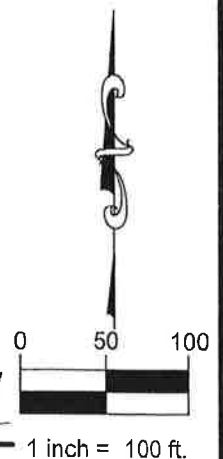
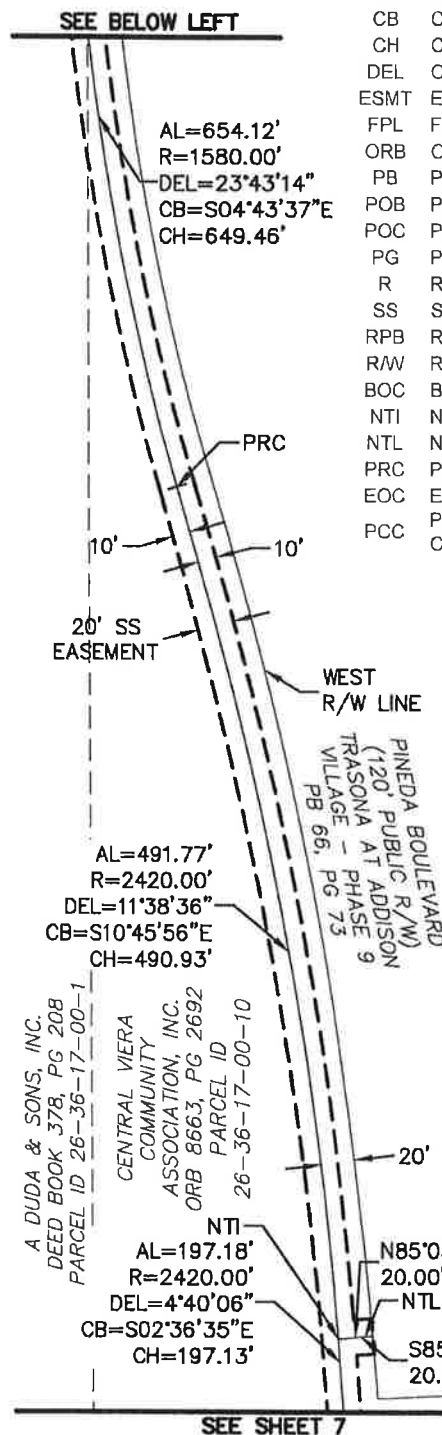
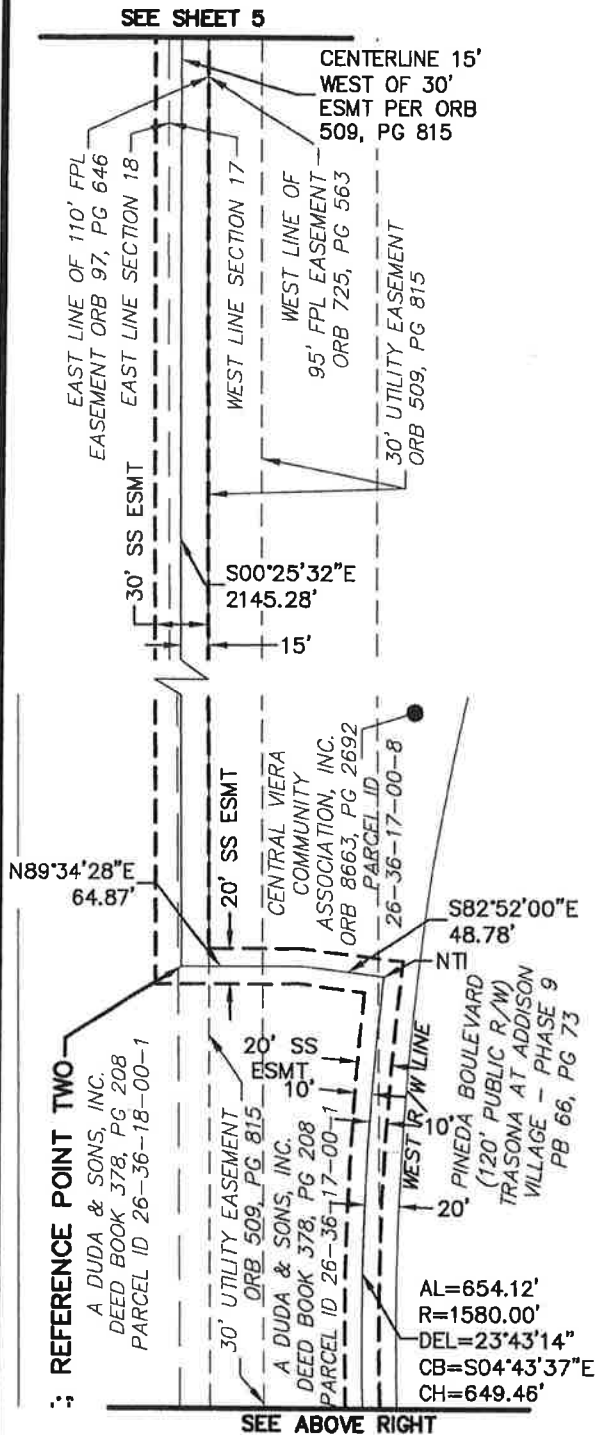
SHEET 6 OF 12

NOT VALID WITHOUT SHEETS 1, 2,  
3, 4, 6, 7, 8, 9, 10 AND 11

**THIS IS NOT A SURVEY**

### ABBREVIATIONS

AL	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
DEL	CENTRAL / DELTA ANGLE
ESMT	EASEMENT
FPL	FLORIDA POWER & LIGHT
ORB	OFFICAL RECORDS BOOK
PB	PLAT BOOK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PG	PAGE
R	RADIUS
SS	SANITARY SEWER
RPB	ROAD PLAT BOOK
R/W	RIGHT-OF-WAY
BOC	BEGINNING OF CURVE
NTI	NON-TANGENT INTERSECTION
NTL	NON-TANGENT LINE
PRC	POINT OF REVERSE CURVATURE
EOC	END OF CURVE
POC	POINT OF COMPOUND CURVATURE



PREPARED BY: B.S.E. CONSULTANTS, INC.  
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MELBOURNE, FLORIDA 32901

SCALE:  
1 INCH = 100 FEET  
PROJECT NO.:  
11531.01

SECTIONS 17, 18, 20, 21  
AND 28, TOWNSHIP 26  
SOUTH, RANGE 36 EAST

# SKETCH OF DESCRIPTION

## PARCEL 700

PARENT PARCEL ID# 26-36-16-00-506, 26-36-17-00-1, 26-36-17-00-8,  
26-36-17-00-10, 26-36-18-00-1, 26-36-20-00-1, 26-36-20-00-2 AND  
26-36-21-00-500

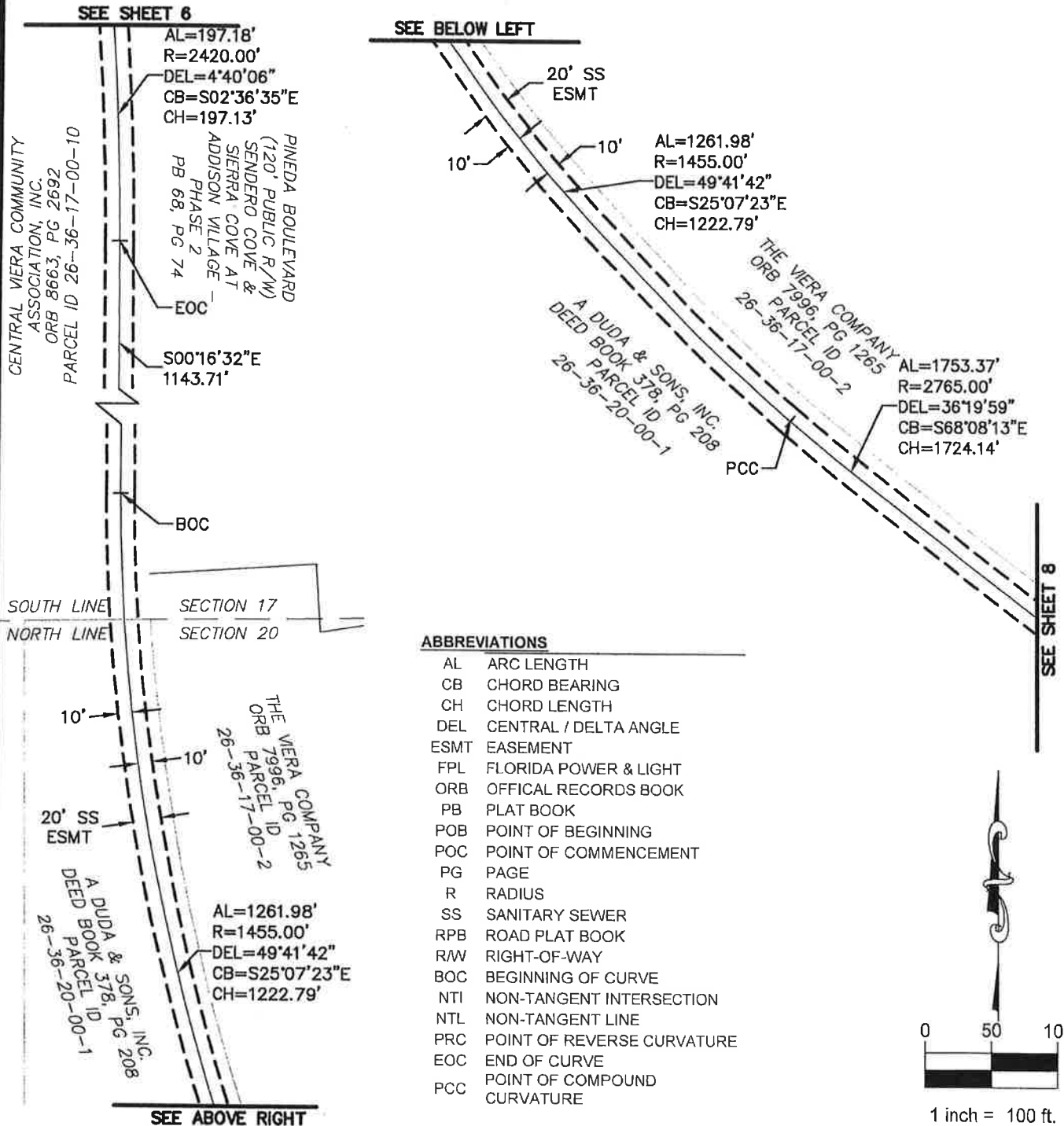
PURPOSE: SANITARY SEWER EASEMENT

## EXHIBIT "A"

SHEET 7 OF 12

NOT VALID WITHOUT SHEETS 1, 2,  
3, 4, 5, 7, 8, 9, 10 AND 11

THIS IS NOT A SURVEY



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MELBOURNE, FLORIDA 32901

SCALE:  
1 INCH = 100 FEET

PROJECT NO.:  
11531.01

SECTIONS 17, 18, 20, 21  
AND 28, TOWNSHIP 26  
SOUTH, RANGE 36 EAST

# SKETCH OF DESCRIPTION

## PARCEL 700

PARENT PARCEL ID# 26-36-16-00-506, 26-36-17-00-1, 26-36-17-00-8, 26-36-17-00-10, 26-36-18-00-1, 26-36-20-00-1, 26-36-20-00-2 AND 26-36-21-00-500

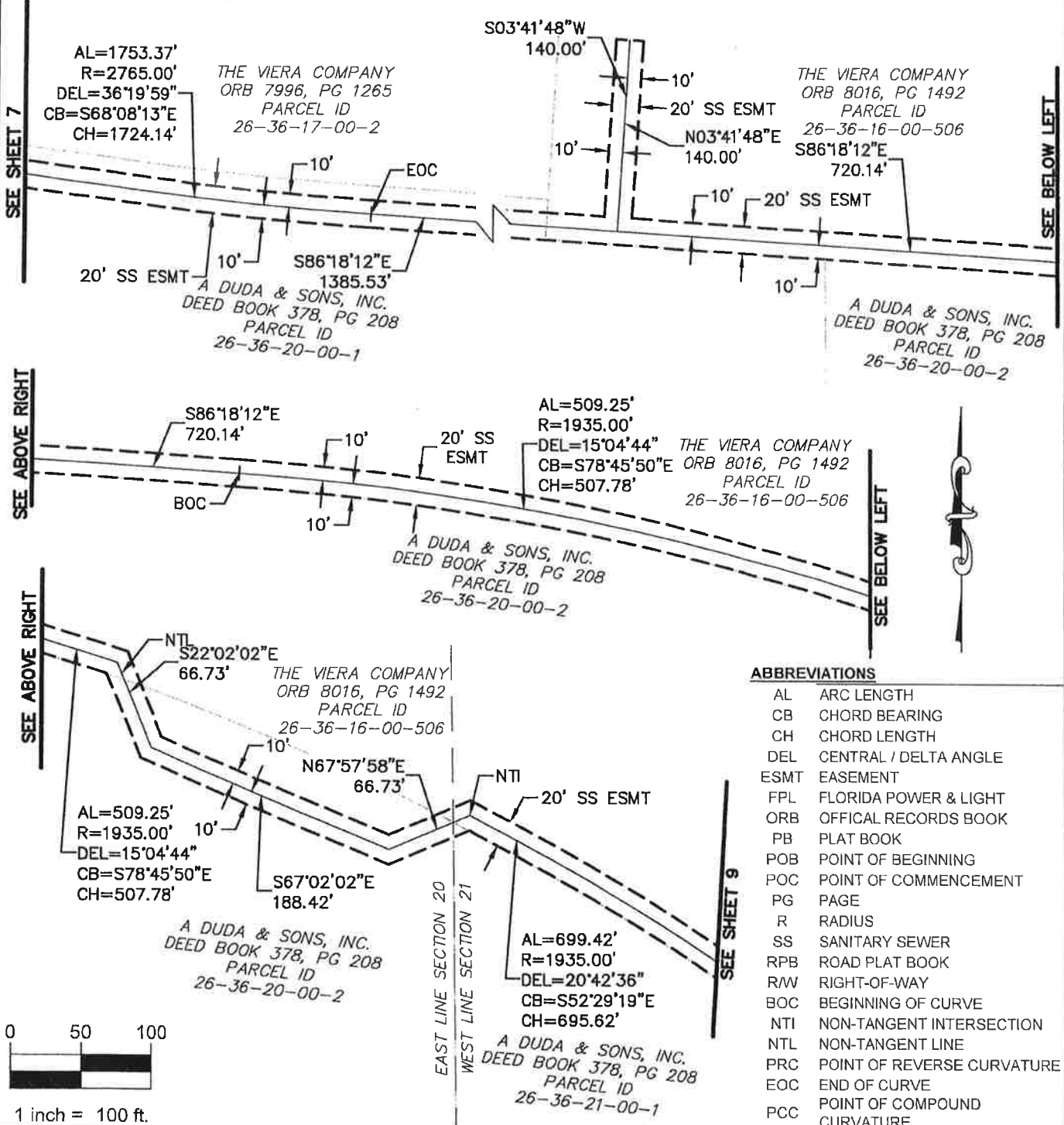
PURPOSE: SANITARY SEWER EASEMENT

## EXHIBIT "A"

SHEET 8 OF 12

NOT VALID WITHOUT SHEETS 1, 2, 3, 4, 5, 6, 8, 9, 10 AND 11

THIS IS NOT A SURVEY



### ABBREVIATIONS

AL	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
DEL	CENTRAL / DELTA ANGLE
ESMT	EASEMENT
FPL	FLORIDA POWER & LIGHT
ORB	OFFICAL RECORDS BOOK
PB	PLAT BOOK
POB	POINT OF BEGINNING
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PG	PAGE
R	RADIUS
SS	SANITARY SEWER
RPB	ROAD PLAT BOOK
R/W	RIGHT-OF-WAY
BOC	BEGINNING OF CURVE
NTI	NON-TANGENT INTERSECTION
NTL	NON-TANGENT LINE
PRC	POINT OF REVERSE CURVATURE
EOC	END OF CURVE
PCC	POINT OF COMPOUND CURVATURE

PREPARED BY: B.S.E. CONSULTANTS, INC.  
312 SOUTH HARBOR CITY BLVD., SUITE 4  
MELBOURNE, FLORIDA 32901

SCALE:  
1 INCH = 100 FEET

PROJECT NO.:  
11531.01

SECTIONS 17, 18, 20, 21  
AND 28, TOWNSHIP 26  
SOUTH, RANGE 36 EAST



# SKETCH OF DESCRIPTION

## PARCEL 700

PARENT PARCEL ID# 26-36-16-00-506, 26-36-17-00-1, 26-36-17-00-8,  
26-36-17-00-10, 26-36-18-00-1, 26-36-20-00-1, 26-36-20-00-2 AND  
26-36-21-00-500

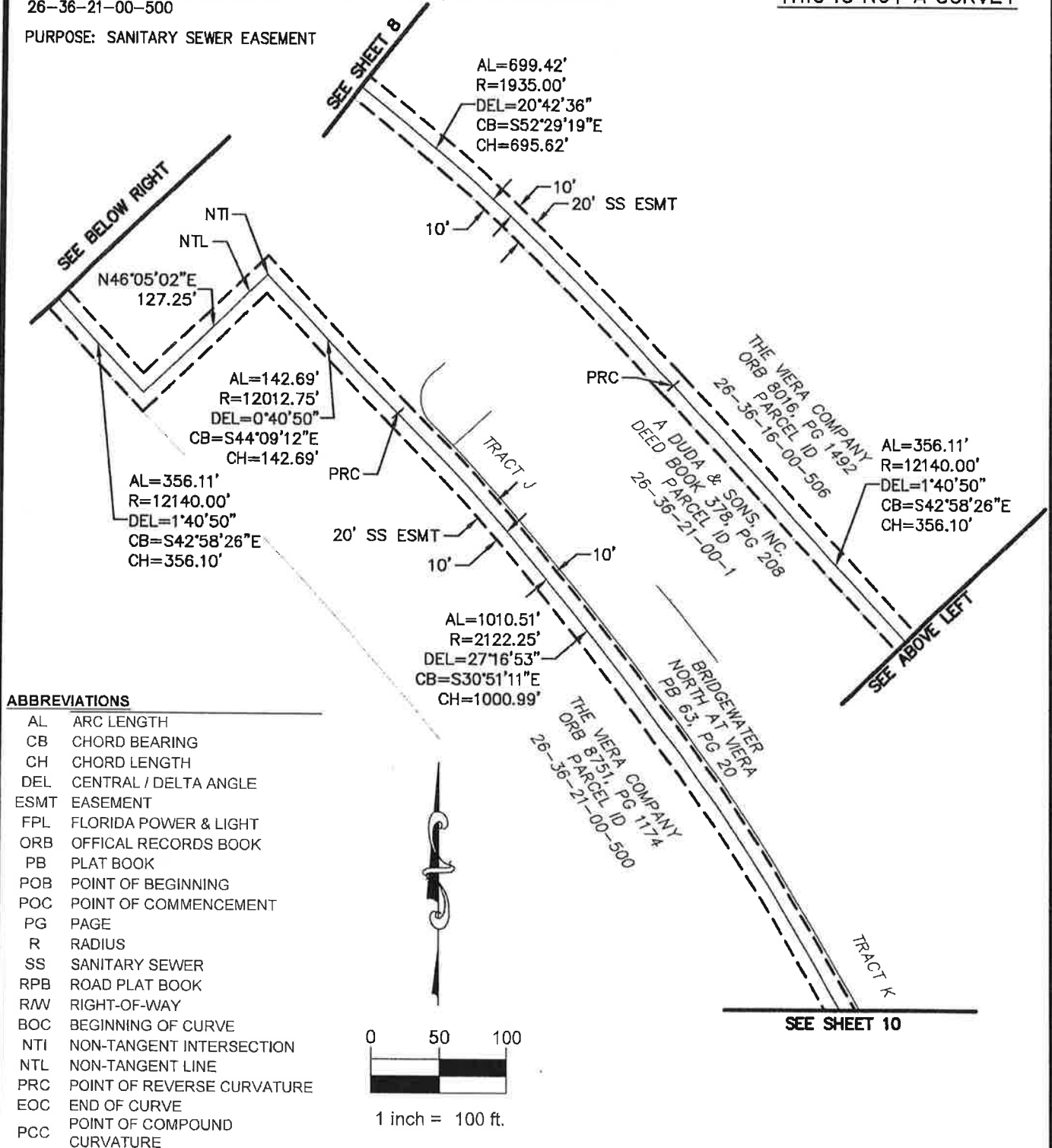
PURPOSE: SANITARY SEWER EASEMENT

## EXHIBIT "A"

SHEET 9 OF 12

NOT VALID WITHOUT SHEETS 1, 2,  
3, 4, 5, 6, 7, 9, 10 AND 11

THIS IS NOT A SURVEY



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312 SOUTH HARBOR CITY BLVD., SUITE 4  
MELBOURNE, FLORIDA 32901

SCALE:  
1 INCH = 100 FEET

PROJECT NO.:  
11531.01

SECTIONS 17, 18, 20, 21  
AND 28, TOWNSHIP 26  
SOUTH, RANGE 36 EAST

# SKETCH OF DESCRIPTION

## PARCEL 700

PARENT PARCEL ID#: 26-36-16-00-506, 26-36-17-00-1, 26-36-17-00-8,  
26-36-17-00-10, 26-36-18-00-1, 26-36-20-00-1, 26-36-20-00-2 AND  
26-36-21-00-500

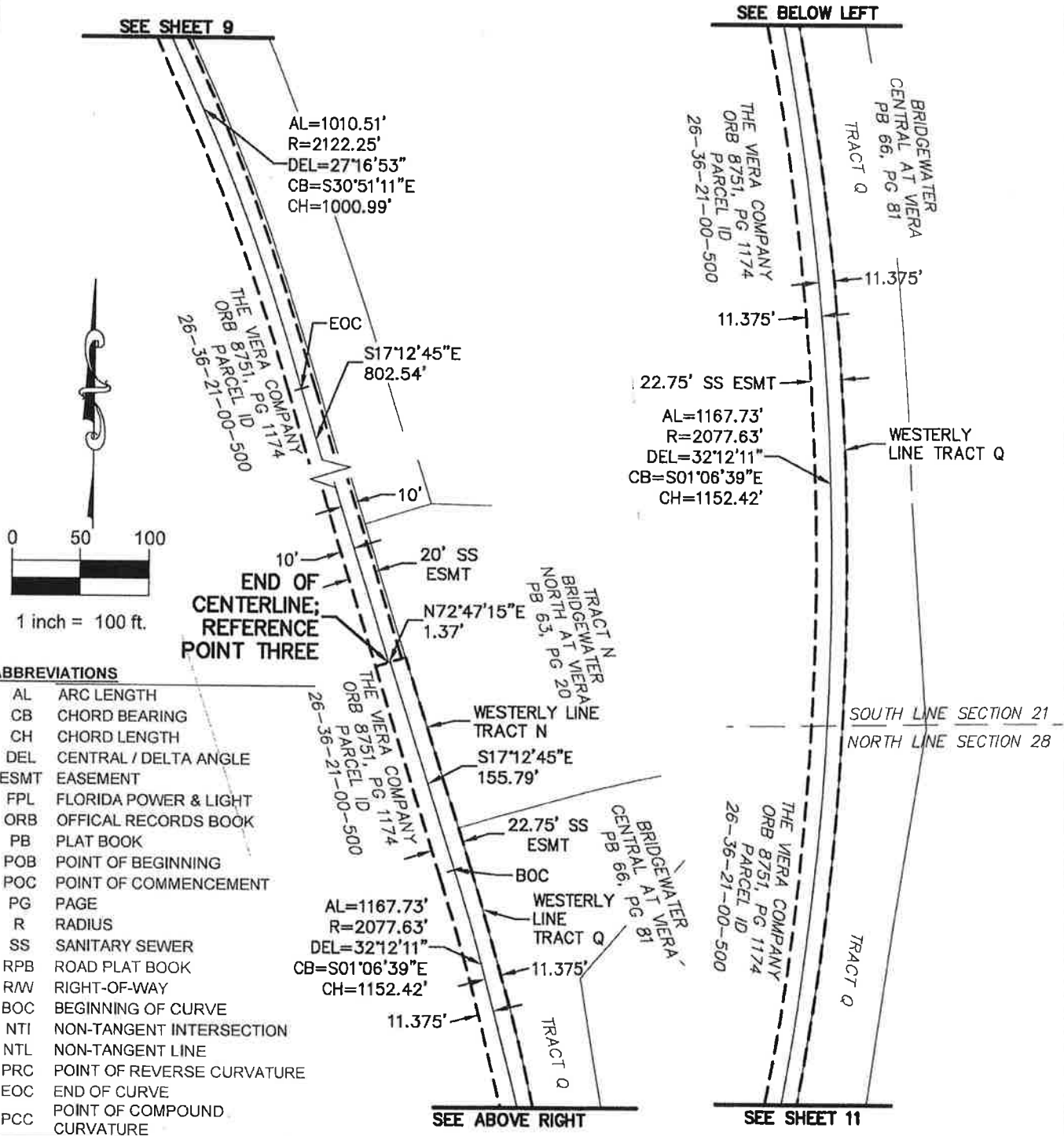
PURPOSE: SANITARY SEWER EASEMENT

## EXHIBIT "A"

SHEET 10 OF 12

NOT VALID WITHOUT SHEETS 1, 2,  
3, 4, 5, 6, 7, 8, 10 AND 11

THIS IS NOT A SURVEY



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312 SOUTH HARBOR CITY BLVD., SUITE 4  
MELBOURNE, FLORIDA 32901

SCALE:  
1 INCH = 100 FEET  
PROJECT NO.:  
11531.01

SECTIONS 17, 18, 20, 21  
AND 28, TOWNSHIP 26  
SOUTH, RANGE 36 EAST

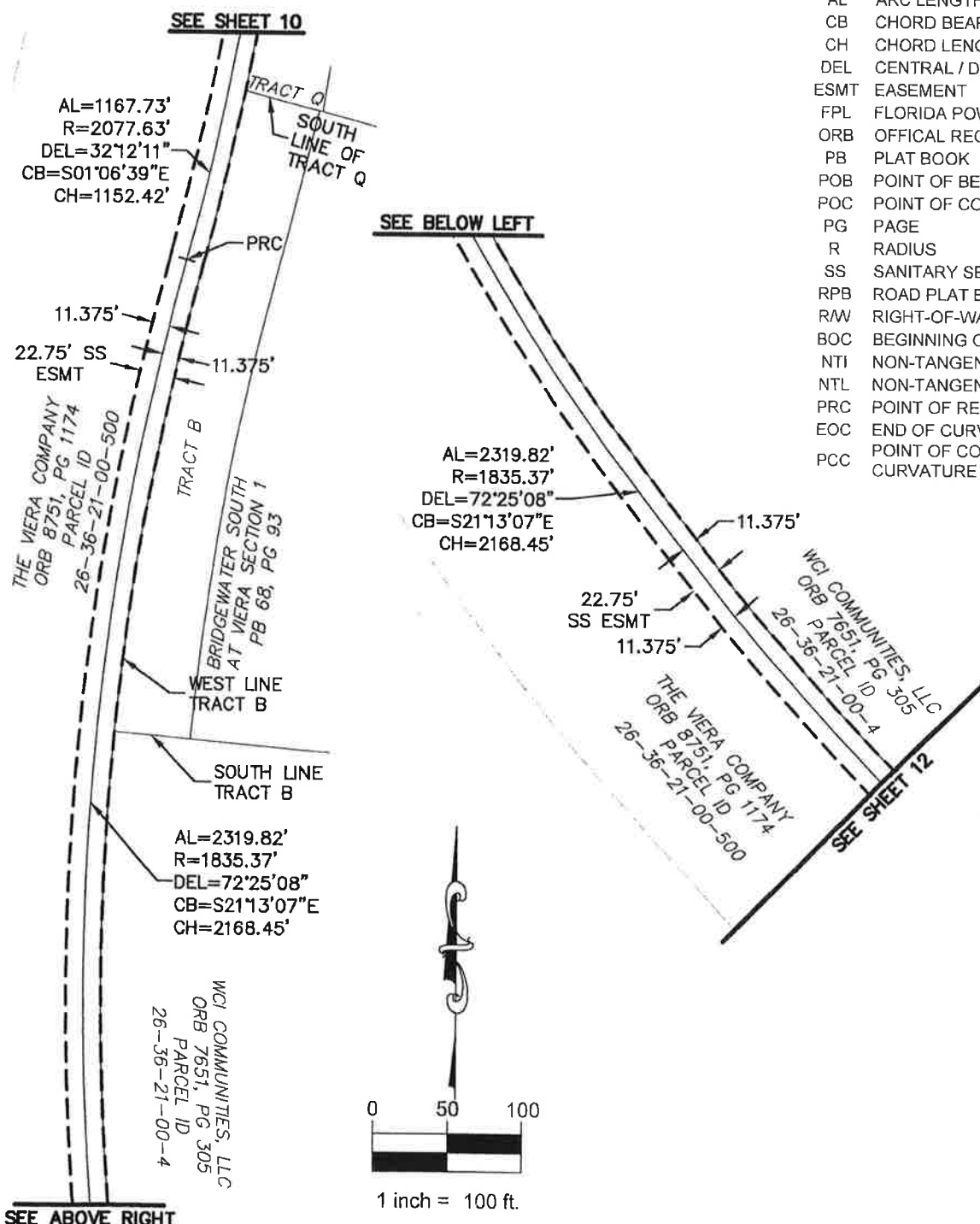
PARCEL 700

PURPOSE: SANITARY SEWER EASEMENT

SHEET 11 OF 12

THIS IS NOT A SURVEY

AL	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
DEL	CENTRAL / DELTA ANGLE
ESMT	EASEMENT
FPL	FLORIDA POWER & LIGHT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PG	PAGE
R	RADIUS
SS	SANITARY SEWER
RPB	ROAD PLAT BOOK
R/W	RIGHT-OF-WAY
BOC	BEGINNING OF CURVE
NTI	NON-TANGENT INTERSECTION
NTL	NON-TANGENT LINE
PRC	POINT OF REVERSE CURVATURE
EOC	END OF CURVE
PCC	POINT OF COMPOUND CURVATURE



SCALE:  
1 INCH = 100 FEET

PROJECT NO.:  
11531.01

SECTIONS 17, 18, 20, 21  
AND 28, TOWNSHIP 26  
SOUTH, RANGE 36 EAST

# SKETCH OF DESCRIPTION

## PARCEL 700

PARENT PARCEL ID# 26-36-16-00-506, 26-36-17-00-1, 26-36-17-00-8, 26-36-17-00-10, 26-36-18-00-1, 26-36-20-00-1, 26-36-20-00-2 AND 26-36-21-00-500

PURPOSE: SANITARY SEWER EASEMENT

## EXHIBIT "A"

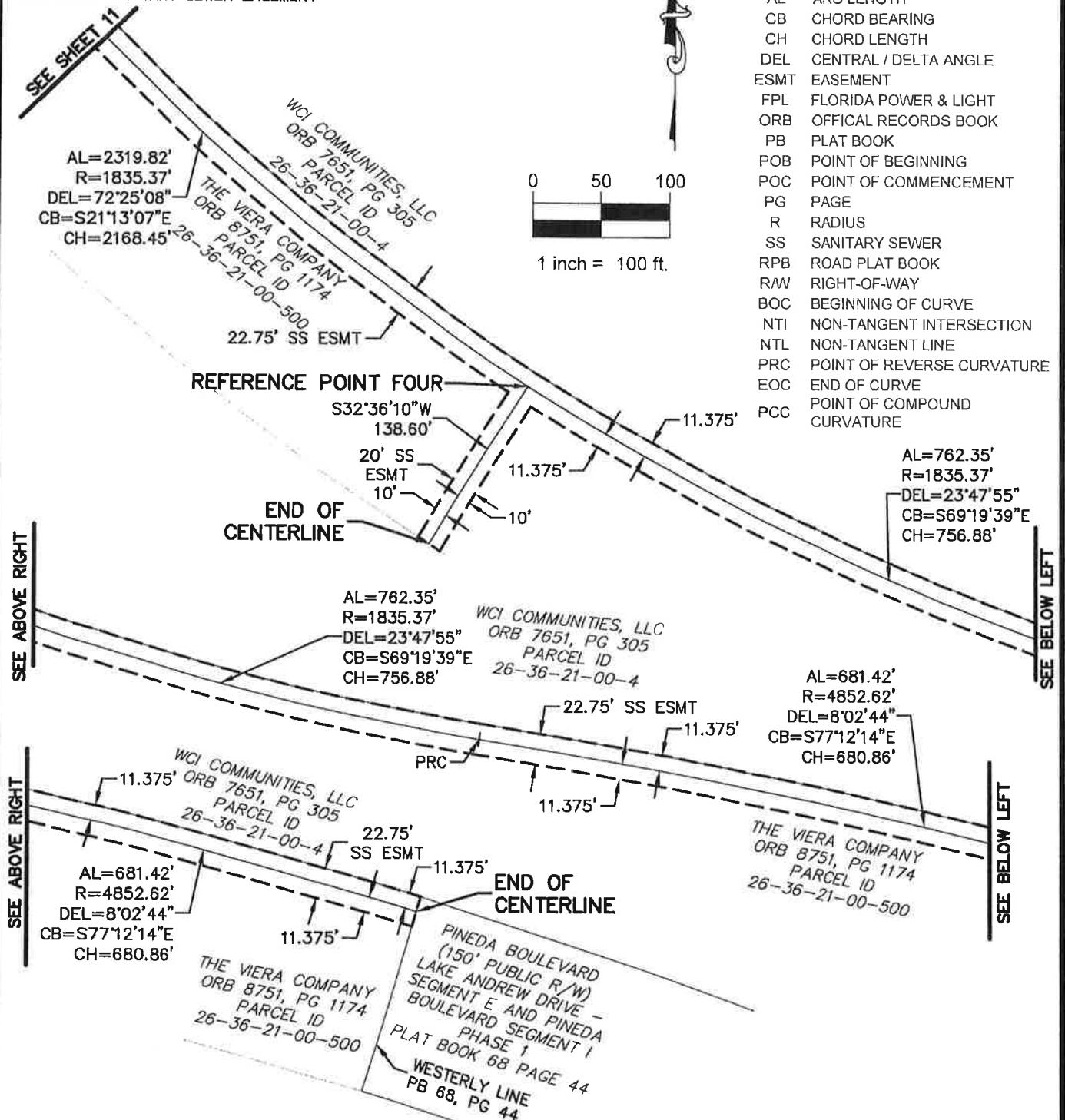
SHEET 12 OF 12

NOT VALID WITHOUT SHEETS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10

THIS IS NOT A SURVEY

### ABBREVIATIONS

AL	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
DEL	CENTRAL / DELTA ANGLE
ESMT	EASEMENT
FPL	FLORIDA POWER & LIGHT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
POB	POINT OF BEGINNING
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PRC	POINT OF REVERSE CURVATURE
EOC	END OF CURVE
PCC	POINT OF COMPOUND CURVATURE



PREPARED BY: B.S.E. CONSULTANTS, INC.  
312 SOUTH HARBOR CITY BLVD., SUITE 4  
MELBOURNE, FLORIDA 32901

SCALE:  
1 INCH = 100 FEET  
PROJECT NO.:  
11531.01

SECTIONS 17, 18, 20, 21  
AND 28, TOWNSHIP 26  
SOUTH, RANGE 36 EAST

Structure No.: 116W5 – 120W9  
Section 17,18,20,21,28, Township 26S, Range 36E:  
Easement No.: S00400570, N00400590,  
Parcel ID:  
(Maintained by County Appraiser)

#### RIGHT-OF-WAY CONSENT AND ENCROACHMENT AGREEMENT

FLORIDA POWER & LIGHT COMPANY, a Florida corporation ("FPL"), whose mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420, Attn: Corporate Real Estate Department, hereby consents to VIERA STEWARDSHIP DISTRICT, a special purpose unit of local government established pursuant to Chapter 2006-360, Laws of Florida, as amended, and Chapter 189, Florida Statutes ("VSD"), whose mailing address is 313 Campus St., Celebration, Florida 34747, installing, constructing, operating, maintaining, repairing and replacing the improvements (as defined below) within that certain portion of FPL's easement area situated upon the land of VSD granted by those certain instruments recorded in Official Record Book 97, at Page 646 and Official Record Book 725, at Page 563, all of the Public Records of Brevard County, Florida (collectively, the "FPL Easements") in the location as more particularly described and depicted as the "Encroachment Area" on attached Exhibit "A" (the "Encroachment Area"). For purposes of this Right-of-Way Consent and Encroachment Agreement ("Agreement"), unless the context expressly provides otherwise, the term "Owner" shall mean the then-owner of the improvements. As of the date of this Agreement, VSD is Owner (as the owner of the improvements), and VSD is also the owner of the Encroachment Area. For purposes of clarification, this Agreement only permits the use of the Encroachment Area by Owner for the permitted purposes and upon the terms and conditions set forth in this Agreement, and does not permit or grant any additional right to the use of any other portion of the easement areas identified in the FPL Easements to VSD or Owner other than the Encroachment Area not presently provided under the FPL Easements. The use of the Encroachment Area by Owner shall be solely for the purposes of the installation, construction, operation, maintenance, repair and replacement of 2,800 linear feet of 20 inch ductile iron pipe sanitary sewer force main, associated fittings and bends, two (2) 20 inch air release valves and two (2) 20 inch gate valves (collectively, the "improvements") to be installed in strict accordance with the "Plans" (as defined below). All installation and construction of the improvements will be done by open trench/excavation, and all pipe installed as part of the improvements will be installed with a minimum 36 inches of cover. Bedding, backfill and compaction for installation of the improvements will be in full compliance with Florida Department of Environmental Protection and Brevard County criteria in accordance with and as shown on the plans and specifications more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference (the "Plans").

In consideration for FPL's consent to the improvements within the Encroachment Area and for the other mutual covenants set forth below, and for Ten Dollars and No Cents (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. FPL hereby consents to the existence of the Improvements within the Encroachment Area, and the related installation, construction, operation, maintenance, repair and replacement thereof by Owner, but subject to the terms and conditions of this Agreement.

2. VSD represents and warrants that, as of the date of this Agreement, (a) VSD is the fee simple owner of the Encroachment Area and (b) VSD is also the Owner under this Agreement because it is the owner of the Improvements. Owner shall obtain, or have assigned to Owner, any and all applicable federal, state, and local permits required in connection with Owner's use of the Encroachment Area; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Encroachment Area by Owner pursuant to this Agreement.

3. Upon the completion of installation and construction of the Improvements, and Brevard County's approval and acceptance of the same, VSD intends to convey the Improvements, together with a perpetual, non-exclusive easement over the Encroachment Area for sanitary sewer purposes to Brevard County, a political subdivision of the State of Florida ("County"), for the County to own, operate and maintain the Improvements. In connection with such conveyance and easement, VSD will assign to the County, and the County will assume, all of Owner's rights, and VSD will delegate to the County, and the County will assume, all of Owner's duties, under this Agreement, except those specific rights and duties expressly set forth in Paragraphs 13 and 14 below to be retained by VSD. Upon FPL's receipt of documentation of such assignment and assumption of this Agreement, and a copy of the recorded easement to the County, the County shall be deemed to be the "Owner" for purposes of this Agreement, and from and after the date of such receipt VSD shall have no rights or obligations under this Agreement occurring from and after such date, except for those certain obligations expressly set forth in Paragraphs 13 and 14 below in this Agreement.

4. VSD and Owner understand that FPL has a right and interest in and to the lands described in the FPL Easements, including the Encroachment Area. VSD and Owner understand that FPL may maintain its facilities located on these lands, including the Encroachment Area; make improvements; add additional facilities; maintain, construct or alter roads; maintain any facilities, devices, or improvements on these lands, including in the Encroachment Area, which aid in or are necessary to FPL's business or operations; and has the right to enter upon the Encroachment Area at all times for such purposes. FPL, however, shall not unreasonably or unnecessarily interfere with the Improvements and Owner's granted use of the Encroachment Area hereunder.

5. VSD and Owner agree that they will not use the Encroachment Area in any manner which, in the reasonable opinion of FPL, may materially or unreasonably interfere with FPL's use of the FPL Easements or may cause a hazardous condition to exist. It is FPL and Owner's belief that the use of the Encroachment Area by Owner for the Improvements in the manner permitted under this Agreement will not materially or unreasonably interfere with FPL's use of the FPL Easements or

cause a hazardous condition, provided that Owner is in compliance with all the terms of this Agreement, including the provisions of this Paragraph 5 and the provisions of Paragraph 13 below. VSD and Owner agree that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed on, under, transported across or stored on the Encroachment Area in a manner that restricts, impairs, interferes with, or hinders the use of the FPL Easements by FPL or the exercise by FPL of any of its rights thereto under the FPL Easements. Owner agrees further that in the event Owner should create a hazardous condition, then upon notification by FPL, Owner shall, within seventy-two (72) hours, at its sole cost and expense, commence correction, and diligently pursue cure, of such condition or situation; provided however that FPL retains the right to enter upon the Encroachment Area and correct any such condition or situation at any time and, by its execution hereof, Owner, to the extent permitted by applicable law, hereby agrees to indemnify and hold harmless FPL from all loss, damage or injury resulting from Owner's failure to comply with the provisions of this Agreement. However, nothing herein shall be deemed a waiver of Owner's sovereign immunity or any limitations on liability pursuant to Section 768.28, Florida Statutes or other law, as may be applicable to Owner, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred by sovereign immunity or by other operation of law.

6. VSD and Owner agree and covenant to prohibit their respective agents, employees, and contractors from using any tools, equipment, or machinery on the Encroachment Area capable of extending greater than fourteen (14) feet above existing grade. VSD and Owner further agree that no dynamite or other explosives shall be used within the Encroachment Area and that no alteration of the existing terrain, including the use of the Encroachment Area by Owner as provided herein, shall be made which will result in preventing FPL access to its facilities located within the Encroachment Area.

7. VSD and Owner understand and agree that the planting of trees, shrubs, and other foliage is not permitted within the Encroachment Area during the period that the FPL Easements remain in effect.

8. No outdoor lighting shall be installed by VSD or Owner or any designee of VSD or Owner within the Encroachment Area during the period that the FPL Easements remain in effect.

9. No sprinkler systems shall be installed by VSD or Owner or any designee of VSD or Owner within the Encroachment Area during the period that the FPL Easements remain in effect.

10. VSD and Owner agree to warn their respective employees, agents, contractors and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by FPL within the FPL Easements are of high voltage electricity. VSD and Owner agree to use, and cause their respective employees, agents, and contractors to use, all safety and precautionary measures

when working under or near FPL's facilities. VSD and Owner acknowledge the receipt and required execution of Form 360 attached hereto as Exhibit "C".

11. VSD and Owner agree, at all times, to maintain and keep the Encroachment Area clean and free of debris to the extent not caused by the actions of FPL or FPL's employees, agents, or contractors. Except as provided herein, VSD and Owner further understand and agree that certain uses of the Encroachment Area are specifically prohibited; such uses include, but are not limited to, recreational purposes, hunting and camping, and VSD and Owner agree to notify their employees, agents, contractors, and invitees accordingly.

12. The use of the Encroachment Area by VSD and Owner respectively shall be at the sole and respective risk and expense of VSD and Owner, and FPL is specifically relieved of any responsibility for damage or loss to VSD, Owner or other persons resulting from FPL's use of the Encroachment Area for its purposes under the FPL Easements, unless caused by FPL's gross negligence or willful misconduct.

13. Owner and FPL shall respectively use good faith, commercially reasonable efforts to not unreasonably or unnecessarily interfere with the respective rights of the parties to use the Encroachment Area or the FPL Easements. Notwithstanding the foregoing, the parties acknowledge that the Improvements include a sanitary sewer force main that is the sole sanitary sewer force main serving "Village 2" of the Viera master planned community in Brevard County, Florida and that the removal or relocation of the Improvements may have a significant adverse impact upon the residents and property owners within said Village 2. The parties further acknowledge that FPL has conducted its own inspections and studies relating to the Improvements and the impact upon FPL's existing facilities within the FPL Easements, and that, based upon those inspections and studies, FPL anticipates that the Improvements, if installed and used as required under this Agreement, should not cause material interference with FPL's existing facilities within the FPL Easements. Notwithstanding the foregoing, if, in the reasonable opinion of FPL, it becomes necessary as a result of the existence of the Improvements within the Encroachment Area or Owner's use of the Encroachment Area for FPL to relocate, rearrange or change any of its facilities within the FPL Easements, FPL shall give Owner the choice for Owner, at Owner's sole cost and expense, to relocate the Improvements to eliminate the conflict, or to promptly reimburse FPL for all reasonable cost and expense incurred in connection with FPL's relocation, rearrangement or change of its facilities to eliminate the conflict. FPL shall make all efforts to minimize any activities that result in the relocation, rearrangement or change of its facilities. FPL and Owner shall each use good faith, commercially reasonable efforts to cooperate with the other in connection with the relocating party's relocation of its facilities under this Paragraph 13. Notwithstanding the foregoing, if, following VSD's assignment of its rights and interests as Owner under this Agreement to the County, it is determined by FPL, in its reasonable opinion, that it becomes necessary to relocate, rearrange or change any of its facilities within the FPL Easements due to the existence of the Improvements within the Encroachment Area, VSD shall be responsible, at VSD's sole cost and expense, for the financial obligations of Owner under



this Paragraph 13 in connection with any above-referenced relocation of the Improvements or reimbursement of FPL for relocation, rearrangement or related efforts, and VSD shall indemnify the County for any such costs and expenses applicable to or incurred by County as Owner, with such obligations of VSD under this sentence to be expressly set forth in an assignment and assumption agreement between the VSD and the County relating to this Agreement and to survive VSD's assignment of its rights and interests as Owner under this Agreement to the County.

14. Owner agrees it will exercise its privileges hereunder at its own sole risk and agrees, the extent permitted by applicable law, to indemnify and save harmless FPL, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (hereinafter referred to as "FPL Entities"), from all liability, loss, cost, and expense, including attorneys' fees, which may be sustained by FPL Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, unless caused by the gross negligence or willful misconduct of FPL Entities, arising out of or in connection with the actions of Owner or its contractors, agents, or employees pursuant to this Agreement; and Owner agrees to defend at its sole cost and expense and at no cost and expense to FPL Entities any and all suits or action instituted against FPL Entities, for the imposition of such liability, loss, cost and expense, with such obligations of VSD as Owner to be limited to the actions of VSD as Owner or its contractors, agents, or employees and to survive VSD's assignment of its rights and interests as Owner under this Agreement to the County. Nothing contained herein shall be construed as a waiver of sovereign immunity or the limitations of liability pursuant to Section 768.28, Florida Statutes or other laws, if applicable, available to the Owner. Notwithstanding the above, in the event (i) the Improvements have been installed and conveyed to the County, (ii) a perpetual, non-exclusive easement upon the Encroachment Area is granted to the County, and (iii) VSD has assigned its rights and interests as Owner, and delegated its duties as Owner in this Agreement to the County and the County has assumed same, the foregoing indemnification provisions applicable to Owner shall apply to the County, with such obligations of the County as Owner to be limited to the actions of the County as Owner or its contractors, agents, or employees, provided however, nothing contained herein shall be construed as a waiver of sovereign immunity or the limitations of liability pursuant to Section 768.28, Florida Statutes, if applicable, available to the County, as the successor and assign of the Owner under this Agreement.

15. VSD shall at all times during the period it is Owner under this Agreement, maintain at its sole expense a liability policy with minimum limits of \$2,000,000 for bodily injury or death of person(s) and \$2,000,000 for property damage arising out of a single occurrence. Said policy shall be endorsed to insure against obligations assumed by VSD in the indemnity set forth in Paragraph 14 above. A certificate of insurance shall be furnished by VSD to FPL evidencing that said policy of insurance is in force and will not be cancelled or materially changed so as to affect the interests of FPL Entities until ten (10) days written notice has been furnished to FPL. Upon request, copies of policies will be furnished to FPL. VSD understands and agrees that VSD's use of the Encroachment Area for the purposes described herein is expressly contingent upon acceptance and compliance with the provisions contained herein. Notwithstanding the above, in the event (i) the Improvements have been installed and conveyed to the County, (ii) a perpetual,

non-exclusive easement upon the Encroachment Area is granted to the County, and (iii) Owner has assigned its rights and interests in this Agreement to the County and the County has assumed same, the insurance obligation required in this Paragraph from VSD shall not apply to the County.

16. This Agreement will become effective upon execution by FPL and VSD and will remain in full force and effect so long as the FPL Easements remain in effect.

17. The installation and construction of the Improvements is complete (pending inspection, approval and acceptance by the County) as of the effective date of this Agreement. VSD shall give FPL written notice of the approval and acceptance of the Improvements by the County.

18. The term "Owner" shall be construed as embracing such number and gender as the character of the party or parties require(s) and the obligations contained herein shall be absolute and primary and shall be complete and binding as to each, including its successors and assigns, upon this Agreement being executed by Owner and subject to no conditions precedent or otherwise.

19. Should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired.

20. Owner may assign its rights and obligations under this Agreement to a solvent party upon prior written consent of FPL, which consent shall not be unreasonably withheld. Notwithstanding the above, in the event the Improvements have been installed and conveyed to the County, and a perpetual, non-exclusive easement upon the Encroachment Area is granted to the County, the County will be assigned and assume Owner's rights, and will be delegated Owner's duties, under this Agreement as contemplated in this Agreement; whereupon FPL's receipt of proof of such assignment and assumption, and a recorded copy of the easement to the County, the County shall be deemed the Owner for purposes of this Agreement except as set forth herein (including, the ownership representations contained in Paragraph 2 above). From and after the date of such receipt of the aforementioned documents by FPL, VSD shall have no rights or obligations under this Agreement occurring after such date except those as expressly provided in Paragraphs 13 and 14 above in this Agreement, and the County shall be responsible for all the obligations and liabilities of Owner occurring on or after such date of acquiring the Improvements, receiving a perpetual, non-exclusive easement over the Encroachment Area and receiving an assignment of VSD's rights, and a delegation of VSD's duties, as "Owner" under this Agreement, except as otherwise expressly provided in this Agreement. Except for the obligations of VSD under Paragraphs 13 and 14 above in this Agreement that expressly survive VSD's assignment of its rights and interests as Owner under this Agreement to the County, or as otherwise expressly stated in this Agreement, VSD shall be released from any obligations occurring on or after the date the Improvements have been installed and conveyed to the County, a perpetual, non-exclusive easement upon the Encroachment Area is granted to the

County, and VSD has assigned its rights, and delegated its duties, as Owner under this Agreement to the County.

21. Owner agrees that any review or approval by FPL of the Plans, the approval of the identity of any contractors, subcontractors and materialmen, or the delivery by FPL of any construction specifications to Owner, is solely for the purpose of processing this Agreement and without any representation or warranty whatsoever to Owner with respect to the adequacy, correctness or efficiency thereof or otherwise and it is understood that such FPL's approval does not absolve Owner of any liability hereunder. Further, Owner, in connection with the installation, construction, operation, maintenance or repair of the Improvements, agrees to observe and fully comply with all installation, construction, operation, maintenance and repair standards, as well as all applicable laws, rules and regulations of the United States, the State of Florida, and all agencies and political subdivisions thereof, including without limitation, the National Electric Safety Code and the Occupational Safety & Health Administration regulations, standards, rules, registers, directives or interpretations.

22. The parties understand and agree that all documents of any kind provided to the other party in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

(SIGNATURES ARE ON THE FOLLOWING PAGES.)

The parties have executed this Agreement this 2nd day of March, 2021.

Witnesses:

FLORIDA POWER & LIGHT COMPANY

Samantha Wendt

Signature:

Print Name: Samantha Wendt

By: Meier G. Wise

Its: Corporate Real Estate Manager

Print Name: Meier G. Wise

Patricia A. Mulligan

Signature:

Print Name: Patricia A. Mulligan

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by ☒ physical presence or \_\_\_\_\_  
online notarization this 2nd day of March, 2021 by Meier G. Wise as Corporate Real  
Estate Manager of FLORIDA POWER AND LIGHT COMPANY, on behalf of said entity. Said person  
(check one) ☐ is personally known to me, ☐ produced a driver's license (issued by a state of the  
United States within the last five (5) years) as identification, or ☐ produced other identification, to  
wit: \_\_\_\_\_.

Patricia A. Mulligan

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

Notary Public

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

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



Witnesses:

VIERA STEWARDSHIP DISTRICT  
a special purpose unit of local government  
established pursuant to Chapter 2006-360,  
Laws of Florida, as amended, and Chapter  
189, Florida Statutes

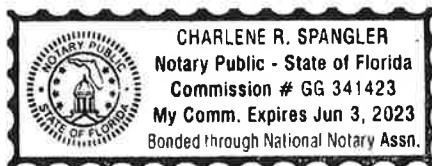
Charlene R. Spangler  
Signature:  
Print Name: Charlene R. Spangler

Cheryl W. Dixon  
Signature:  
Print Name: Cheryl W. Dixon

By: Todd J. Pokrywa  
Its: Chairman  
Print Name: Todd J. Pokrywa

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by ☒ physical presence or ☐ online notarization this 15<sup>th</sup> day of April 2021 by TODD J. POKRYWA as CHAIRMAN of Viera Stewardship District, a special purpose unit of local government established pursuant to Chapter 2006-360, Laws of Florida, as amended, and Chapter 189, Florida Statutes, on behalf of the district. Said person (check one) ☒ is personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: \_\_\_\_\_.



Charlene R. Spangler  
Print Name: Charlene R. Spangler  
Notary Public  
Commission No.: GG 341423  
My Commission Expires: 6/3/2023

Exhibit "A"

Description of the Encroachment Area

DESCRIPTION OF A PARCEL OF LAND IN SECTIONS 17 AND 18, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.

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

DESCRIPTION PREPARED AS REQUESTED BY:

BEARING REFERENCE: ASSUMED BEARING OF S89°08'33"W ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WICKHAM ROAD, A 150 FOOT PUBLIC RIGHT-OF-WAY, TRASONA AT ADDISON VILLAGE - PHASE 4 ACCORDING TO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 3, PAGE 88, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

THIS DESCRIPTION IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

THIS DESCRIPTION IS SUBJECT TO ANY FACTS THAT MAY BE REVEALED BY A COMPLETE AND ACCURATE TITLE SEARCH.

THIS DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNLESS ELECTRONICALLY SIGNED AND SEALED IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 472.025.

THIS DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY FLORIDA STATUTES CHAPTER 472 AND THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE

#### DESCRIPTION

A 20.00 FOOT WIDE STRIP OF LAND IN SECTIONS 17 AND 18, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTHWEST CORNER OF WICKHAM ROAD, A 150 FOOT WIDE PUBLIC RIGHT-OF-WAY, ACCORDING TO THE PLAT OF TRASONA AT ADDISON VILLAGE - PHASE 4 (WICKHAM ROAD AND PINEDA BOULEVARD) AS RECORDED IN ROAD PLAT BOOK 3, PAGE 88, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN S89°08'33"W, A DISTANCE OF 573.29 FEET TO THE EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2951, PAGE 1574, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S00°25'32"E ALONG SAID EAST LINE, A DISTANCE OF 484.19 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE N89°34'28"E, A DISTANCE OF 95.00 FEET TO A POINT 15.00 FEET WEST OF (AS MEASURED PERPENDICULARLY) THE WEST LINE OF THAT CERTAIN 30.00 FOOT WIDE UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 509, PAGE 815, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND END OF THIS CENTERLINE. (SAID POINT ALSO BEING KNOWN AS REFERENCE POINT ONE).

TOGETHER WITH A 30.00 FOOT WIDE STRIP OF LAND IN SECTIONS 17 AND 18, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA, LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT ONE AND RUN S00°25'32"E PARALLEL TO AND 15.00 FEET WEST OF THE WEST LINE OF THE AFOREMENTIONED 30.00 FOOT WIDE UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 509, PAGE 815, A DISTANCE OF 2145.28 FEET TO REFERENCE POINT TWO AND THE END OF THIS CENTERLINE.

ALSO TOGETHER WITH A 20.00 FOOT WIDE STRIP OF LAND IN SECTION 17, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT TWO AND RUN N89°34'28"E, A DISTANCE OF 64.87 FEET; THENCE S82°52'00"E, A DISTANCE OF 48.78 FEET TO A POINT 20 FEET WEST OF (AS MEASURED PERPENDICULARLY) THE WEST RIGHT-OF-WAY LINE OF PINEDA BOULEVARD, A 120 FOOT WIDE PUBLIC RIGHT-OF-WAY, ACCORDING TO THE PLAT OF TRASONA AT ADDISON VILLAGE - PHASE 9, AS RECORDED IN PLAT BOOK 66, PAGE 74, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, PARALLEL TO AND 20.00 FEET WEST OF (AS MEASURED PERPENDICULARLY) SAID RIGHT-OF-WAY OF PINEDA BOULEVARD, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 1580.00 FEET, A CENTRAL ANGLE OF 16°46'16", A CHORD BEARING OF S01°15'08"E AND A CHORD LENGTH OF 460.83 FEET), A DISTANCE OF 462.48 FEET TO THE END OF THIS CENTERLINE. CONTAINING 1.78 ACRES, MORE OR LESS.

SCOTT M. GLAUBITZ  
PROFESSIONAL LAND SURVEYOR  
FLORIDA LICENSE NUMBER 4151

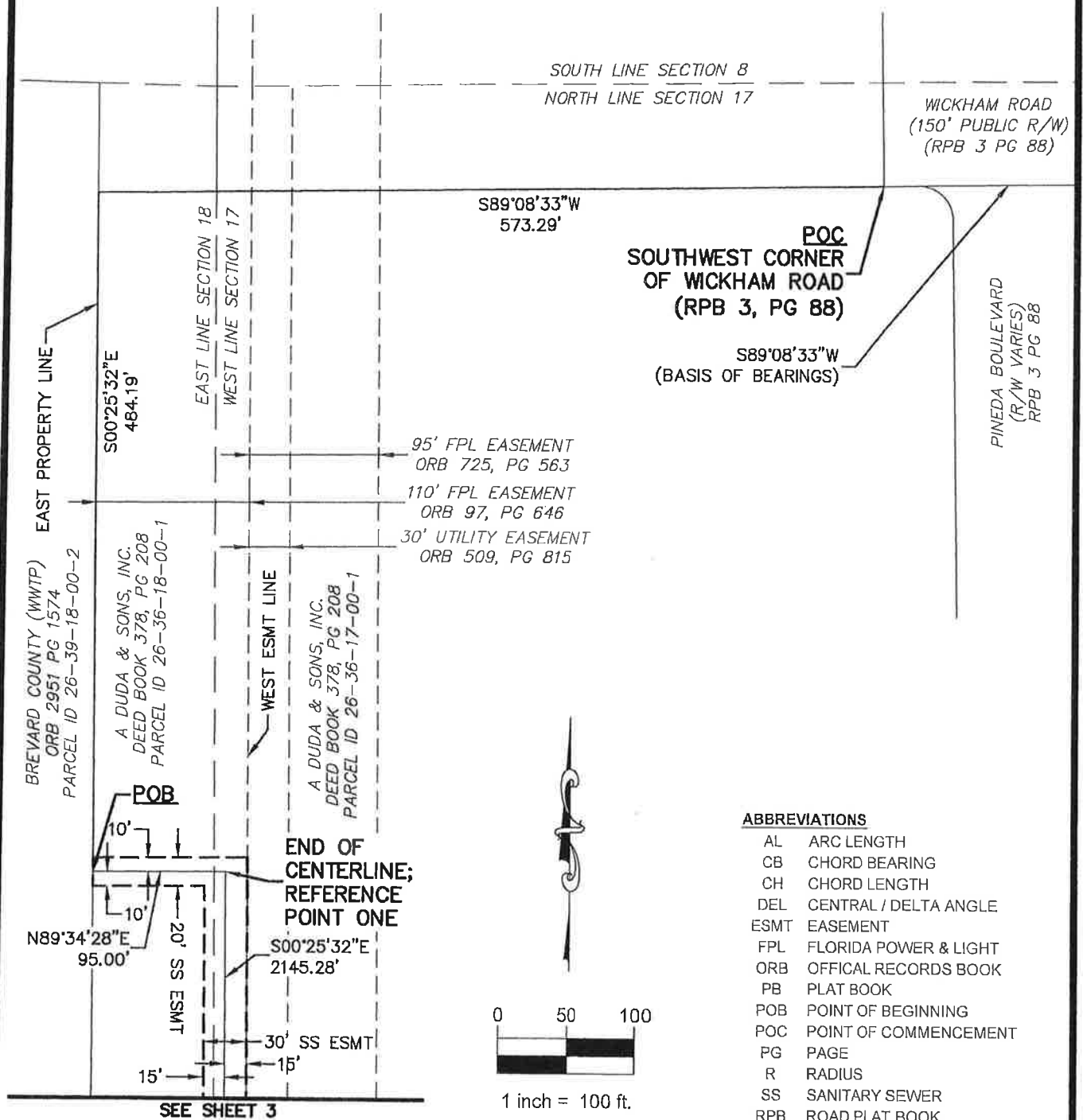
## SANITARY SEWER EASEMENT

LESLIE E. HOWARD  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA LICENSE NUMBER 5611



**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: 4905  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: L80004905

DATE: 03/29/2021  
DESIGN/DRAWN: HAK/WFV  
DRAWING# 1153101\_100\_002  
PROJECT# 11531.01  
SHEET 1 OF 3



## SANITARY SEWER EASEMENT

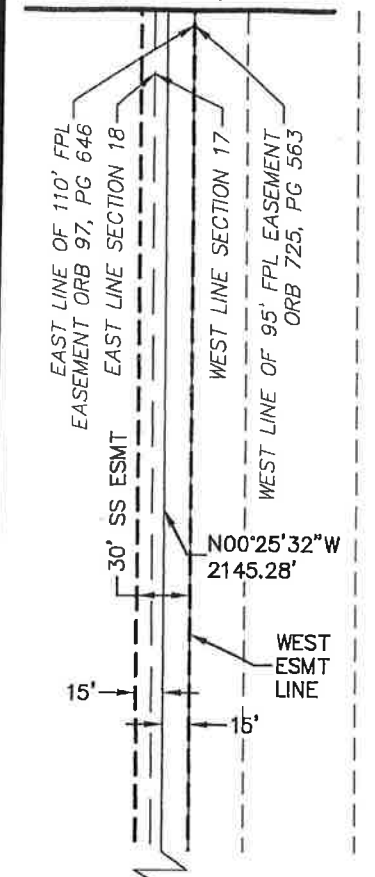


**B.S.E. CONSULTANTS, INC.**  
CONSULTING - ENGINEERING - LAND SURVEYING  
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901  
PHONE: (321) 725-3674 FAX: (321) 723-1159  
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 03/29/2021  
DESIGN/DRAWN: HAK/WFV  
DRAWING# 1153101\_100\_002  
PROJECT# 11531.01  
SHEET 2 OF 3



SEE SHEET 2

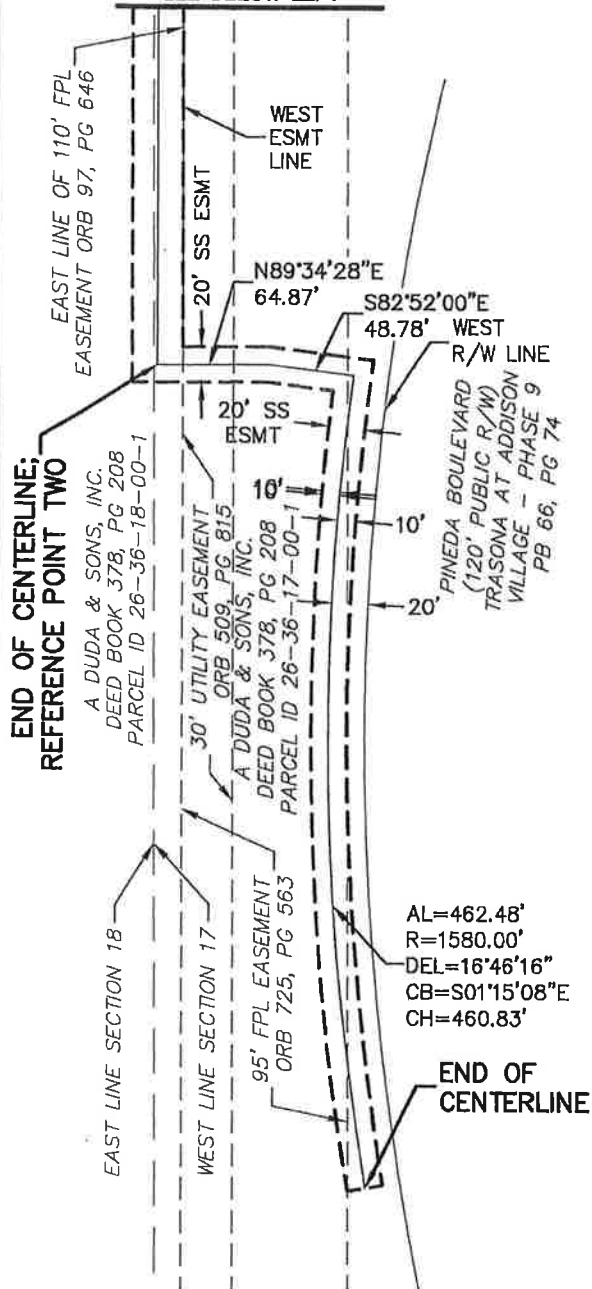


SEE ABOVE RIGHT

#### ABBREVIATIONS

AL	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
DEL	CENTRAL / DELTA ANGLE
ESMT	EASEMENT
FPL	FLORIDA POWER & LIGHT
ORB	OFFICAL RECORDS BOOK
PB	PLAT BOOK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PG	PAGE
R	RADIUS
SS	SANITARY SEWER
RPB	ROAD PLAT BOOK
R/W	RIGHT-OF-WAY

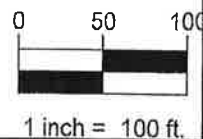
SEE BELOW LEFT



AL=462.48'  
R=1580.00'  
DEL=16°46'16\"/>

END OF CENTERLINE

## SANITARY SEWER EASEMENT



**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) 723-1158  
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 03/29/2021  
DESIGN/DRAWN: HAK/WFV  
DRAWING# 1153101\_100\_002  
PROJECT# 11531.01  
SHEET 3 OF 3

**Exhibit "B"**

**Description of the Plans**

The following plans prepared by B.S.E. Consultants, Inc.

<u>Project Title</u>		PINEDA BOULEVARD FORCE MAIN	
<u>Sheet #</u>	<u>Drawing #</u>	<u>Sheet Title</u>	<u>Latest Date</u>
5 of 46	11531_400_005	OVERALL	7/30/2020
		UTILITY PLAN & KEY MAP	
6 of 46	11531_400_006	PLAN AND PROFILE	7/30/2020
		STA: 0+00 - 6+90.12	
7 of 46	11531_400_007	PLAN AND PROFILE	2/5/2020
		STA: 6+90.12 - 17+82.24	
8 of 46	11531_400_008	PLAN AND PROFILE	2/5/2020
		STA: 17+82.24 - 25+82.22 AND 38+00 - 42+00 (PINEDA BLVD)	
9 of 46	11531_400_009	PLAN AND PROFILE	2/5/2020
		STA: 42+00 - 54+00	

Exhibit "C"

Form 360



FPL

## NOTIFICATION OF FPL FACILITIES

Customer/Agency \_\_\_\_\_  
 Developer/Contractor Name \_\_\_\_\_  
 Location of Project \_\_\_\_\_  
 FPL Representative \_\_\_\_\_  
 Developer/Contractor Representative \_\_\_\_\_

Date of Meeting/Contact: \_\_\_\_\_  
 Project Number/Name: \_\_\_\_\_  
 City: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 FPL Work Request #/Work Order #: \_\_\_\_\_

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits. If it will, you must either re-design your project to allow it to be built safely given the pre-existing power-line location, or make arrangements with FPL to either de-energize and ground our facilities, or relocate them, possibly at your expense. You must do this before allowing any construction near the power lines. It is impossible for FPL to know or predict whether or not the contractors or subcontractors, and their employees, will operate or use cranes, digging apparatus or other mobile equipment, or handle materials or tools, in dangerous proximity to such power lines during the course of construction, and, if so, when and where. Therefore, if it becomes necessary for any contractor or subcontractor, or their employees, to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, you and any such contractor or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented.

The National Electrical Safety Code ("NESC") prescribes minimum clearances that must be maintained. If you build your structure so that those clearances cannot be maintained, you may be required to compensate FPL for the relocation of our facilities to comply with those clearances. As such, you should contact FPL prior to commencing construction near pre-existing underground or overhead power lines to make sure that your proposed improvement does not impinge upon the NESC clearances.

It is your responsibility and the responsibility of your contractors and subcontractors on this project to diligently fulfill the following obligations:

1. Make absolutely certain that all persons responsible for operating or handling cranes, digging apparatus, draglines, mobile equipment or any equipment, tool, or material capable of contacting a power line, are in compliance with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, while performing their work.
2. Make sure that all cranes, digging apparatus, draglines, mobile equipment, and all other equipment or materials capable of contacting a power line have attached to them any warning signs required by U.S. Department of Labor OSHA Regulations.
3. Post and maintain proper warning signs and advise all employees, new and old alike, of their obligation to keep themselves, their tools, materials and equipment away from power lines per the following OSHA minimum approach distances (refer to OSHA regulations for restrictions):

Power Line Voltages	Personnel and Equipment (29 CFR 1910.333 and 1926.800)	Cranes and Derricks (29 CFR 1926.1407, 1408)	Travel Under or Near Power Lines (on construction sites, no load) (29 CFR 1926.550 - Equipment) (1926.1411 - Cranes and Derricks)
0 - 750 volts	10 Feet	10 Feet	4 Feet
761 - 50,000 volts	10 Feet	10 Feet	4 Feet
69,000 volts	11 Feet	15 Feet	10 Feet
110,000 volts	13 Feet	15 Feet	10 Feet
138,000 volts	13 Feet	15 Feet	10 Feet
230,000 volts	16 Feet	20 Feet	10 Feet
350,000 volts	25 Feet	25 Feet	16 Feet

\*When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.

\*\*For personnel approaching insulated secondary conductors less than 750 volts, avoid contact (Maintain 10 Feet to bare energized conductors less than 750 volts). For qualified personnel and insulated tools in equipment meeting requirements of 29 CFR 1910.333, distances may be reduced to those shown in 29 CFR 1910.333 Table S-5.

4. All excavators are required to contact the Sunshine State One Call of Florida, phone number 1-800-432-4770 or 811 a minimum of two working days (excluding weekends) in advance of commencement of excavation to ensure facilities are located accurately.
5. Conduct all locations and excavations in accordance with the Florida Statute 556 of the Underground Facilities Damage Prevention & Safety Act and all local city and county ordinances that may apply.
6. When an excavation is to take place within a tolerance zone, an excavator shall use increased caution to protect underground facilities. The protection requires hand digging, poleholing, soft digging, vacuum methods, or similar procedures to identify underground facilities.

A copy of this notification must be provided by you to each contractor and subcontractor on this project, to be shared with their supervisor and employees prior to commencing work on this project.

Means by which this notification was provided to customer and/or contractor

Address

FPL Representative Signature

Date

Customer/Developer/Contractor Representative Signature

Date

Form 3740 (Rev. 11/12)

Form 3740 Rev. 11/02/11

## 144



- [illegible]

<p>GRAPHIC SCALE BAR (1" = 100' / 1" = 30.48m)</p>			
<p>DATE: 10/15/2010</p>			
<p>PROJECT: PINEDA BOULEVARD FORCE MAIN</p>			
<p>SHEET: 10 OF 10</p>			
<p>OVERALL UTILITY PLAN &amp; KEY MAP</p>			
<p>PROJECT NO. 11531</p>			
<p>DRAWING NO. 11531-000-000</p>			
<p>SHEET 10 OF 10</p>			

# BOARD OF COUNTY COMMISSIONERS

## AGENDA REVIEW SHEET

AGENDA: Assignment and Assumption Agreement and Temporary Sanitary Sewer Easement for the Viera Company Pineda Boulevard West Extension Project (Force Main)- District 4.

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lucy Hamelers, Land Acquisition Supervisor

CONTACT PHONE: 321-350-8336 Ext. 58336

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor	 _____	_____	<u>4-19-2021</u>
COUNTY ATTORNEY Christine Schverak Assistant County Attorney	<u>cms</u> _____	_____	<u>4-19-2021</u>