

Meeting Date
July 21, 2015



AGENDA	
Section	Consent
Item No.	II, B.6

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Resolution and Deed of Conservation Easement to St. Johns River Water Management District with Third Party Beneficiary Rights to the United States Army Corps of Engineers, RE: Veterans Memorial Park – District 2
DEPT/OFFICE:	Parks and Recreation Department

Requested Action:

It is requested the Board of County Commissioners approve and authorize the Chairman to execute a Deed of Conservation Easement to St. Johns River Water Management District (SJRWMD) with Third Party Beneficiary Rights to the United States Army Corps of Engineers (USACOE) as required for the expansion of Veterans Memorial Park.

Summary Explanation & Background:

SJRWMD requires the Deed of Conservation Easement with USACOE as a Third Party Beneficiary as a condition to issuing Permit No. 89095-10 for the expansion of Veterans Memorial Park. The Conservation Easement offsets adverse impacts to natural resources, fish and wildlife and wetland functions and provides for mitigation activities.

Approval of the Resolution and Conservation Easement allows for the park expansion to proceed as scheduled. The Resolution and Deed of Conservation Easement with Third Party Beneficiary Rights have been reviewed by the County Attorney.

This \$1.3million project is in the current fiscal year approved C.I.P. Phase one development has been completed, with the remainder of the construction anticipated to be completed in the first quarter of 2016.

Fiscal Impact – A minimal expense of recording the documents with the Clerk of Courts.

Clerk to the Board Instructions:

Exhibits Attached Resolution, Deed of Conservation Easement Third Party Beneficiary Rights to USACE, Exhibit A, Exhibit B, Exhibit C

Contract /Agreement (If attached):	Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
------------------------------------	-----------------------------	-----	-------------------------------------	----	--------------------------	----	--------------------------

County Manager	Assistant County Manager,	Jack Masson, Parks & Recreation Department Director jack.masson@brevardparks.com; 633-2046
Stockton Whitten	Assistant County Manager, Venetta Valdengo <i>Venetta Valdengo</i>	<i>Jack Masson</i>



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

July 22, 2015

MEMORANDUM

TO: Jack Masson, Parks and Recreation Director

RE: Item II.B.6., Resolution and Deed of Conservation Easement to St. Johns River Water Management District (SJRWMD) with Third Party Beneficiary Rights to the United States Army Corps of Engineers (USACE) for Veterans Memorial Park

The Board of County Commissioners, in regular session on July 21, 2015, adopted Resolution No. 15-107, and executed Deed of Conservation Easement to St. Johns River Water Management District (SJRWMD) with Third Party Beneficiary Rights to the United States Army Corps of Engineers (USACOE) as required for the expansion of Veterans Memorial Park. Enclosed are certified copy of the Resolution, and two fully-executed Deed of Conservation Easements.

Your continued cooperation is appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/kg

Encls. (3)

RESOLUTION NO. 2015 - 107

A RESOLUTION PURSUANT TO SECTION 125.38, FLORIDA STATUTES, AUTHORIZING THE USE OF COUNTY PROPERTY AS A CONSERVATION EASEMENT TO ST. JOHNS RIVER WATER MANAGEMENT DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Brevard County, Florida (County), owns certain real property known as the Veterans Memorial Park (Property), and the County desires to develop the Property for the citizens and visitors to the County; and

WHEREAS, St. Johns River Water Management District (SJRWMD) is seeking to obtain a conservation easement over a portion of the Property to offset adverse impacts and prevent future impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, the County desires to cooperate with SJRWMD to convey the conservation easement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

1. The County hereby agrees to grant a conservation easement in favor of SJRWMD. A copy of the proposed easement is attached as Exhibit "A",
2. This Resolution shall become effective immediately upon its adoption.

This Resolution is PASSED AND ADOPTED this 21st day of July, 2015.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Robin Fisher, Chairman

As approved by the Board on July 21, 2015.

**DEED OF CONSERVATION EASEMENT
THIRD PARTY BENEFICIARY RIGHTS TO USACE**

Prepared by:
Bussen-Mayer Engineering Group, Inc.
100 Parnell Street
Merritt Island, FL 32953

Return original or certified recorded document to:
Office of General Counsel
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529

THIS DEED OF CONSERVATION EASEMENT is given this _____ day of _____, 20 15, by Brevard County ("Grantor") whose mailing address is 2725 Judge Fran Jamieson Way, Viera, FL 32940

to SJRWMD ("Grantee") with third party enforcement rights to the USACOE ("Third Party Beneficiary"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined); the term "Grantee" shall include any successor or assignee of Grantee; and the term "Third Party Beneficiary" shall include any successor or assignee of the Third Party Beneficiary.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Brevard County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. 89095-10 ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the U.S. Army Corps of Engineers Permit No. SAJ-2015-00378 (Corps Permit) authorizes certain activities in the waters of the United States and requires this site protection instrument over the lands identified in Exhibit B as mitigation for such activities;

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual



acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the Conservation Easement Area which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Reserved Rights attached hereto as Exhibit "C" ("Reserved Rights") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

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

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area (except as authorized or required by the Permit (or any modification thereof) or in a Management Plan which has been approved in writing by the Grantee):

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

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

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;
and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement. Further rights are described in Exhibit "C", attached hereto.

5. Rights of the U.S. Army Corps of Engineers ("Corps"). The Corps, as a third-party beneficiary, shall have the right to enforce the terms and conditions of this Conservation Easement, including:

a. The right to take action to preserve and protect the environmental value of the Conservation Easement Area;

b. The right to prevent any activity on or use of the Conservation Easement Area that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use;

c. The right to enter upon and inspect the Conservation Easement Area in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement; and

d. The right to enforce this Conservation Easement by injunction or proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and the right to require Grantor, or its successors or assigns, to restore such areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use or unauthorized activities.

The Grantor, including their successors or assigns, shall provide the Corps at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke this Conservation Easement. The Grantee shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the U.S. Army Corps of Engineers. The Grantee shall consider any comments or objections from the U.S. Army Corps of Engineers when making the final decision to release or amend this Conservation Easement.

6. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

7. Grantee's and Third Party Beneficiary's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee and Third Party Beneficiary shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

8. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

9. Third Party Beneficiary's Enforcement Rights. The Third Party Beneficiary of this Conservation Easement shall have all the rights of the Grantee under this Conservation Easement, including third party enforcement rights of the terms, provisions and restrictions of this Conservation Easement. Third Party Beneficiary's enforcement of the terms, provisions and restrictions shall be at the discretion of the Third Party Beneficiary, and any forbearance on behalf of the Third Party Beneficiary to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Third Party Beneficiary's rights hereunder. Third Party Beneficiary shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

10. Taxes. When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

11. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

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

13. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement (or incorporate the terms and restrictions by reference) in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

14. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

15. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Brevard County, Florida.

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

recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement and that Grantor has good right and lawful authority to convey this Conservation Easement.

IN WITNESS WHEREOF, Brevard County Board of County Commissioners ("Grantor") has hereunto set its authorized hand this 21 day of July, 2015.

Brevard County Board of County Commissioners

A Florida corporation or Political Subdivision of the State of Florida (choose one)

By: _____

(Signature)

Name: Robin L. Fisher

(Print)

Title: Chairman

ATTEST:

[Signature]

SCOTT ELLIS, CLERK

Signed, sealed and delivered in our presence as witnesses:

By: [Signature]

(Signature)

Name: Donna Scott

(Print)

By: _____

(Signature)

Name: _____

(Print)

STATE OF FLORIDA
COUNTY OF Brevard

On this July 21, 2015, before me, the undersigned notary public, personally appeared Robin L. Fisher, the person who subscribed to the foregoing instrument, as the Chairman (title), of Brevard County Board of County Commissioners (corporation), a Florida corporation, or Political Subdivision of the State of Florida (choose one) and acknowledged that he/she executed the same on behalf of said corporation, or Brevard County Board of County Commissioners (choose one) and the he/she was duly authorized to do so. He She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

[Signature]

(Signature)

Deborah Thomas

(Name)

My Commission Expires: _____



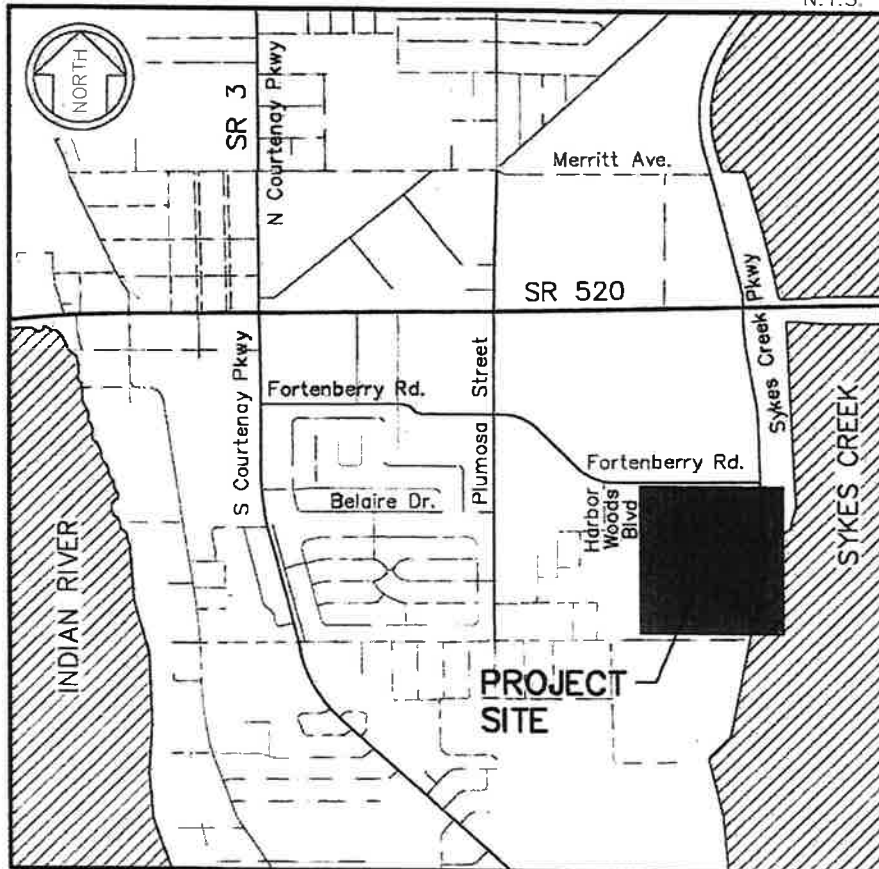
DEBORAH W. THOMAS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE206892
Expires 6/10/2016

Exhibit A

Veteran's Memorial Park Expansion

SECTION 36, TOWNSHIP 24 SOUTH, RANGE 36 EAST,
BREVARD COUNTY, FLORIDA

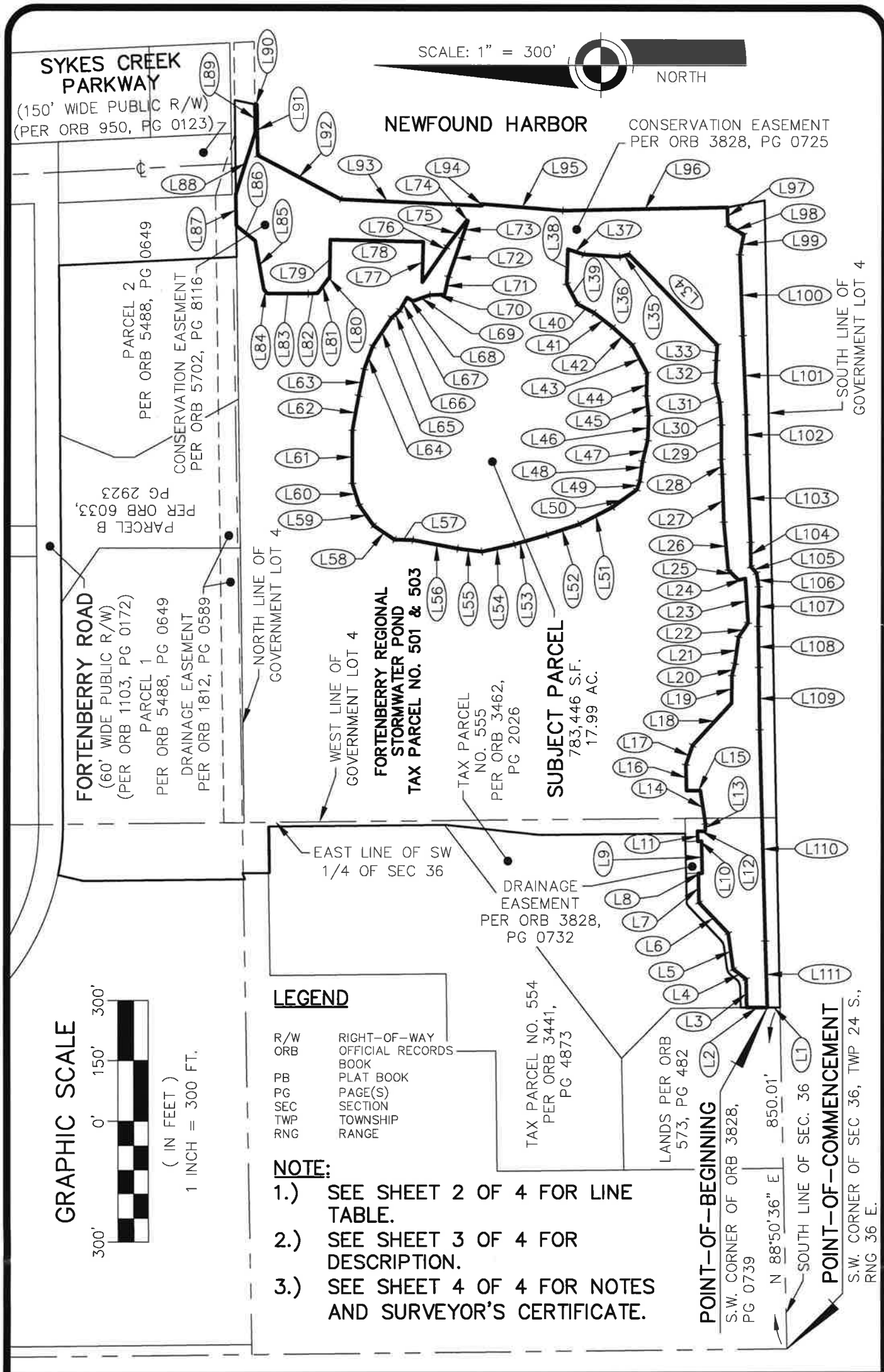
VICINITY MAP



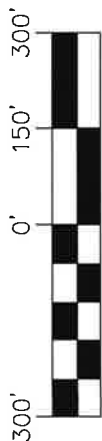
The site is located in Merritt Island, south of the Merritt Square Mall on Fortenberry Road, at the south end of Sykes Creek Parkway.

Sec.: 36	LOCATION MAP PREPARED FOR:	Date : 12/15/14
Twp.: 24	VETERANS MEMORIAL PARK EXPANSION	Scale : NTS
Rng.: 36	BREVARD COUNTY	P.N. : 383901
Dsn. by : LB	Bussen-Mayer Engineering Group	Sheet No.
Drn. by : AJH	100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953	FIGURE 1
Chk. by : JWM	PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885	

SCALE: 1" = 300'



GRAPHIC SCALE



(IN FEET)
1 INCH = 300 FT.

LEGEND

R/W RIGHT-OF-WAY
ORB OFFICIAL RECORDS
BOOK BOOK
PB PLAT BOOK
PG PAGE(S)
SEC SECTION
TWP TOWNSHIP
RNG RANGE

NOTE:

- 1.) SEE SHEET 2 OF 4 FOR LINE TABLE.
- 2.) SEE SHEET 3 OF 4 FOR DESCRIPTION.
- 3.) SEE SHEET 4 OF 4 FOR NOTES AND SURVEYOR'S CERTIFICATE.

Sec.: 36
Twp.: 24 South
Rng.: 36 East
Dsn. by :N/A
Drn. by :JWS
Chk. by :JBC

A SKETCH AND DESCRIPTION PREPARED FOR:
**OVERALL CONSERVATION EASEMENT
VETERANS MEMORIAL PARK EXPANSION**
BREVARD COUNTY FLORIDA

Bussen-Mayer Engineering Group
100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885

Date : 10/01/14
Scale : 1"=300'
P. N. : 383901
Sheet No.
1 of 4

EXHIBIT "B"

2 OF 4

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 00°33'17" W	31.27'
L2	N 00°33'17" W	50.99'
L3	N 88°50'36" E	70.42'
L4	N 37°25'47" E	40.39'
L5	N 82°05'53" E	89.50'
L6	N 46°11'13" E	104.86'
L7	N 88°40'29" E	71.96'
L8	S 01°19'31" E	9.58'
L9	N 88°40'29" E	80.00'
L10	N 01°19'31" W	9.58'
L11	N 88°40'29" E	25.41'
L12	S 01°32'14" W	18.79'
L13	S 86°23'06" E	18.03'
L14	N 81°09'33" E	84.24'
L15	N 00°01'58" W	34.31'
L16	N 88°40'29" E	64.59'
L17	S 71°22'11" E	50.48'
L18	S 46°55'29" E	142.41'
L19	S 89°41'10" E	67.59'
L20	S 75°41'54" E	30.53'
L21	S 82°23'35" E	66.98'
L22	S 55°59'35" E	42.41'
L23	N 86°26'50" E	111.32'
L24	N 12°24'20" W	17.39'
L25	N 43°50'20" E	35.43'
L26	N 84°45'08" E	119.01'
L27	N 87°51'08" E	117.00'
L28	N 86°01'19" E	36.97'
L29	S 89°54'33" E	86.41'
L30	N 85°46'31" E	56.06'
L31	N 77°03'09" E	49.14'
L32	S 87°39'19" E	56.05'
L33	S 86°16'22" E	38.59'
L34	N 45°32'05" E	313.32'
L35	N 14°56'08" W	23.39'
L36	N 03°43'26" E	90.31'
L37	N 17°57'58" E	40.90'
L38	N 88°19'11" W	85.67'
L39	S 61°58'25" W	56.64'
L40	S 27°26'28" W	46.69'
L41	S 37°36'07" W	58.25'
L42	S 42°10'44" W	65.80'
L43	S 61°48'04" W	77.80'
L44	N 88°30'03" W	56.78'
L45	S 83°58'35" W	49.95'
L46	N 88°25'48" W	60.72'
L47	N 75°56'12" W	54.90'
L48	N 82°36'36" W	49.03'
L49	N 70°59'38" W	22.54'
L50	N 34°54'43" W	73.99'
L51	N 27°00'44" W	91.14'
L52	N 18°21'06" W	84.45'
L53	N 16°11'39" W	84.88'
L54	N 12°25'33" W	82.33'
L55	N 07°03'17" E	60.48'
L56	N 10°44'52" E	113.60'

LINE TABLE		
LINE	BEARING	LENGTH
L57	N 01°10'28" E	45.58'
L58	N 34°01'30" E	61.74'
L59	N 54°17'36" E	61.94'
L60	N 71°59'19" E	55.40'
L61	S 89°57'22" E	131.82'
L62	S 79°56'36" E	88.09'
L63	S 78°14'33" E	66.91'
L64	S 69°42'59" E	59.43'
L65	S 56°36'29" E	84.84'
L66	S 41°38'08" E	26.92'
L67	S 59°59'10" E	36.65'
L68	S 30°00'50" W	16.67'
L69	S 19°37'32" E	45.03'
L70	S 01°51'32" E	36.09'
L71	S 77°43'01" E	44.64'
L72	S 70°30'07" E	99.60'
L73	S 71°24'26" E	47.54'
L74	N 19°11'53" E	2.70'
L75	N 52°50'59" W	82.74'
L76	N 55°21'58" W	106.38'
L77	S 88°49'05" E	100.22'
L78	N 01°10'55" E	230.00'
L79	N 88°49'05" W	95.39'
L80	N 02°09'31" E	2.52'
L81	N 53°20'34" W	45.66'
L82	N 02°47'54" W	22.96'
L83	N 00°00'00" W	102.14'
L84	N 52°57'02" E	13.91'
L85	N 80°01'15" E	120.77'
L86	N 39°01'09" E	60.82'
L87	N 89°10'22" E	77.68'
L88	S 72°35'35" E	159.79'
L89	N 89°10'22" E	68.86'
L90	S 11°06'34" W	5.19'
L91	S 89°10'22" W	124.17'
L92	S 27°35'59" W	232.97'
L93	S 02°35'26" W	350.30'
L94	N 76°59'08" E	4.28'
L95	S 04°38'59" W	202.00'
L96	S 01°09'24" E	408.16'
L97	S 88°03'22" W	44.67'
L98	S 30°08'10" W	45.62'
L99	N 79°17'24" W	50.81'
L100	S 87°54'55" W	200.05'
L101	S 87°25'31" W	196.38'
L102	S 88°59'23" W	98.97'
L103	S 87°29'48" W	216.24'
L104	S 89°28'00" W	60.24'
L105	S 48°23'43" W	21.50'
L106	S 81°26'20" W	33.97'
L107	N 89°30'44" W	99.49'
L108	S 88°44'56" W	102.25'
L109	S 89°17'40" W	154.07'
L110	S 88°24'39" W	523.75'
L111	S 88°17'34" W	163.42'

NOTE:

- 1.) SEE SHEET 1 OF 4 FOR SKETCH OF DESCRIPTION.
- 2.) SEE SHEET 3 OF 4 FOR DESCRIPTION.
- 3.) SEE SHEET 4 OF 4 FOR NOTES AND SURVEYOR'S CERTIFICATE.

Sec.: 36	A SKETCH AND DESCRIPTION PREPARED FOR:	Date : 10/01/14
Twp.: 24 South	OVERALL CONSERVATION EASEMENT	Scale : N.T.S.
Rng.: 36 East	VETERANS MEMORIAL PARK EXPANSION	P. N. : 383901
Dsn. by : N/A	BREVARD COUNTY FLORIDA	Sheet No.
Drn. by : JWS	Bussen-Mayer Engineering Group	2 of 4
Chk. by : JBC	100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885	

Description – Conservation Easement:

A parcel of land being a portion of lands as described in O.R. Book 3828, Page 725, O.R. Book 4264, Page 2943, O.R. Book 5702, Page 8116, of the Brevard County Public Records, all lying in Section 36, Township 24 South, Range 36 East, Brevard County, Florida and being more particularly described as follows:

Commence at the southwest corner of said Section 36, thence N.88°50'36"E., along the south line of said Section 36, a distance of 850.01 feet to the east line of lands as described in O.R. Book 573, Page 482 of said Public Records, thence N.00°33'17"W., along said east line a distance of 31.27 feet to the Point-of-Beginning of this description to wit; said point being the southwest corner of an existing conservation easement recorded in O.R. Book 3828, Page 725 of said Public Records; thence along said conservation easement for the following six (6) courses; thence N.00°33'17"W., a distance of 50.99 feet; thence N.88°50'36"E., a distance of 70.42 feet; thence N.37°25'47"E., a distance of 40.39 feet; thence N.82°05'53"E., a distance of 89.50 feet; thence N.46°11'13"E., a distance of 104.86 feet; thence N.88°40'29"E., a distance of 71.96 feet to a point on the west line of an existing drainage easement as recorded in O.R. Book 3828, Page 732 of said Public Records; thence along said drainage easement the following three (3) courses; thence S.01°19'31"E., a distance of 9.58 feet; thence N.88°40'29"E., a distance of 80.00 feet; thence N.01°19'31"W., a distance of 9.58 feet; to a point on the aforesaid conservation easement, thence N.88°40'29"E., along said conservation easement, a distance of 25.41 feet; thence S.01°32'14"W., a distance of 18.79 feet; thence S.86°23'06"E., a distance of 18.03 feet; thence N.81°09'33"E., a distance of 84.24 feet; thence N.00°01'58"W., a distance of 34.31 feet; thence N.88°40'29"E., a distance of 64.59 feet; thence S.71°22'11"E., a distance of 50.48 feet; thence S.46°55'29"E., a distance of 142.41 feet; thence S.89°41'10"E., a distance of 67.59 feet; thence S.75°41'54"E., a distance of 30.53 feet; thence S.82°23'35"E., a distance of 66.98 feet; thence S.55°59'35"E., a distance of 42.41 feet; thence N.86°26'50"E., a distance of 111.32 feet; thence N.12°24'20"W., a distance of 17.39 feet; thence N.43°50'20"E., a distance of 35.43 feet; thence N.84°45'08"E., a distance of 119.01 feet; thence N.87°51'08"E., a distance of 117.00 feet; thence N.86°01'19"E., a distance of 36.97 feet; thence S.89°54'33"E., a distance of 86.41 feet; thence N.85°46'31"E., a distance of 56.06 feet; thence N.77°03'09"E., a distance of 49.14 feet; thence S.87°39'19"E., a distance of 56.05 feet; thence S.86°16'22"E., a distance of 38.59 feet; thence N.45°32'05"E., a distance of 313.32 feet; thence N.14°56'08"W., a distance of 23.39 feet; thence N.03°43'26"E., a distance of 90.31 feet; thence N.17°57'58"E., a distance of 40.90 feet; thence N.88°19'11"W., a distance of 85.67 feet; thence S.61°58'25"W., a distance of 56.64 feet; thence S.27°26'28"W., a distance of 46.69 feet; thence S.37°36'07"W., a distance of 58.25 feet; thence S.42°10'44"W., a distance of 65.80 feet; thence S.61°48'04"W., a distance of 77.80 feet; thence N.88°30'03"W., a distance of 56.78 feet; thence S.83°58'35"W., a distance of 49.95 feet; thence N.88°25'48"W., a distance of 60.72 feet; thence N.75°56'12"W., a distance of 54.90 feet; thence N.82°36'36"W., a distance of 49.03 feet; thence N.70°59'38"W., a distance of 22.54 feet; thence N.34°54'43"W., a distance of 73.99 feet; thence N.27°00'44"W., a distance of 91.14 feet; thence N.18°21'06"W., a distance of 84.45 feet; thence N.16°11'39"W., a distance of 84.88 feet; thence N.12°25'33"W., a distance of 82.33 feet; thence N.07°03'17"E., a distance of 60.48 feet; thence N.10°44'52"E., a distance of 113.60 feet; thence N.01°10'28"E., a distance of 45.58 feet; thence N.34°01'30"E., a distance of 61.74 feet; thence N.54°17'36"E., a distance of 61.94 feet; thence N.71°59'19"E., a distance of 55.40 feet; thence S.89°57'22"E., a distance of 131.82 feet; thence S.79°56'36"E., a distance of 88.09 feet; thence S.78°14'33"E., a distance of 66.91 feet; thence S.69°42'59"E., a distance of 59.43 feet; thence S.56°36'29"E., a distance of 84.84 feet; thence S.41°38'08"E., a distance of 26.92 feet; thence S.59°59'10"E., a distance of 36.65 feet; thence S.30°00'50"W., a distance of 16.67 feet; thence S.19°37'32"E., a distance of 45.03 feet; thence S.01°51'32"E., a distance of 36.09 feet; thence S.77°43'01"E., a distance of 44.64 feet; thence S.70°30'07"E., a distance of 99.60 feet; thence S.71°24'26"E., a distance of 47.54 feet; thence N.19°11'53"E., a distance of 2.70 feet; thence N.52°50'59"W., a distance of 82.74 feet; thence N.55°21'58"W., a distance of 106.38 feet; thence S.88°49'05"E., a distance of 100.22 feet; thence N.01°10'55"E., a distance of 230.00 feet; thence N.88°49'05"W., a distance of 95.39 feet; thence N.02°09'31"E., a distance of 2.52 feet; thence N.53°20'34"W., a distance of 45.66 feet; thence N.02°47'54"W., a distance of 22.96 feet; thence N.00°00'00"W., a distance of 102.14 feet; thence N.52°57'02"E., a distance of 13.91 feet; thence N.80°01'15"E., a distance of 120.77 feet; thence N.39°01'09"E., a distance of 60.82 feet; thence N.89°10'22"E., a distance of 77.68 feet; thence S.72°35'35"E., a distance of 159.79 feet; thence N.89°10'22"E., a distance of 68.86 feet; thence S.11°06'34"W., a distance of 5.19 feet; thence S.89°10'22"W., a distance of 124.17 feet; thence S.27°35'59"W., a distance of 232.97 feet; thence S.02°35'26"W., a distance 350.30 feet; thence N.76°59'08"E., a distance of 4.28 feet; thence S.04°38'59"W., a distance of 202.00 feet; thence S.01°09'24"E., a distance of 408.16 feet; thence S.88°03'22"W., a distance of 44.67 feet; thence S.30°08'10"W., a distance of 45.62 feet; thence N.79°17'24"W., a distance of 50.81 feet; thence S.87°54'55"W., a distance of 200.05 feet; thence S.87°25'31"W., a distance of 196.38 feet; thence S.88°59'23"W., a distance of 98.97 feet; thence S.87°29'48"W., a distance of 216.24 feet; thence S.89°28'00"W., a distance of 60.24 feet; thence S.48°23'43"W., a distance of 21.50 feet; thence S.81°26'20"W., a distance of 33.97 feet; thence N.89°30'44"W., a distance of 99.49 feet; thence S.88°44'56"W., a distance of 102.25 feet; thence S.89°17'40"W., a distance of 154.07 feet; thence S.88°24'39"W., a distance of 523.75 feet; thence S.88°17'34"W., a distance of 163.42 feet to the Point-of-Beginning.

Containing 17.99 acres more or less.

NOTE:

- 1.) SEE SHEET 1 OF 4 FOR SKETCH OF DESCRIPTION.
- 2.) SEE SHEET 2 OF 4 FOR LINE TABLE.
- 3.) SEE SHEET 4 OF 4 FOR NOTES AND SURVEYOR'S CERTIFICATE.

Sec.: 36
Twp.: 24 South
Rng.: 36 East
Dsn. by : N/A
Drn. by : JWS
Chk. by : JBC

A SKETCH AND DESCRIPTION PREPARED FOR:

**OVERALL CONSERVATION EASEMENT
VETERANS MEMORIAL PARK EXPANSION**

BREVARD COUNTY FLORIDA

Bussen-Mayer Engineering Group

100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PH. NO.: (321) 453-0010 FAX NO.: (321) 454-8885

Date : 10/01/14
Scale : N.T.S.
P. N. : 383901
Sheet No. 3 of 4

Notes:

1. This is not a boundary survey.
2. Bearings shown hereon are based on the south line of the southwest ¼ of Section 36, being N.88°50'36"E.
3. This description does not warrant title.
4. This sketch and description was performed with the benefit of Title information provided by Brevard County. Title information per First American Title Insurance Company. File No. 2037-2159379, Dated: July 2, 2009 8:00 am.
5. This description was prepared for the exclusive use of the parties listed below. Copies are valid only when bearing the surveyors original signature and embossed seal.
6. Sketch and description certified correct to:
Brevard County

CERTIFICATE:

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


 Joseph Barry Cabaniss, P.L.S. Date JUN 16 2015
 FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524
 BUSSEN-MAYER ENGINEERING CERTIFICATE NO.: 3535

NOTE:

- 1.) SEE SHEET 1 OF 4 FOR SKETCH OF DESCRIPTION.
- 2.) SEE SHEET 2 OF 4 FOR LINE TABLE.
- 3.) SEE SHEET 3 OF 4 FOR DESCRIPTION.

05/14/15	REVISE CONSERVATION EASEMENT	- JWS/JBC
03/10/15	REVISE CONSERVATION EASEMENT	- JWS/JBC
03/31/11	REMOVE SHEET 3	
03/15/11	25' BUFFER	

Sec.: 36
Twp.: 24 South
Rng.: 36 East
Dsn. by :N/A
Drn. by :JWS
Chk. by :JBC

A SKETCH AND DESCRIPTION PREPARED FOR:
**OVERALL CONSERVATION EASEMENT
 VETERANS MEMORIAL PARK EXPANSION**
 BREVARD COUNTY FLORIDA

Bussen-Mayer Engineering Group
 100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885

Date : 10/01/14
Scale : N.T.S.
P. N. : 383901
Sheet No. 4 of 4

EXHIBIT C
VETERANS MEMORIAL PARK EXPANSION

RESERVED RIGHTS

The Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited by the Conservation Easement and are not inconsistent with the purpose of the Conservation Easement. Notwithstanding any prohibited uses addressed within the Conservation Easement, Grantor reserves the right to perform any creation, enhancement and maintenance activities authorized by the permit, including the removal and maintenance of exotic species. Grantor reserves the right to perform necessary and approved activities to ensure the construction, operation and maintenance of an 8 foot wide elevated fishing pier/boardwalk over surface waters and wetlands as depicted on the permitted plan sheets. Grantor reserves the right to trim vegetation within the 8 foot wide footprint in order to install, operate and maintain the fishing pier/boardwalk. Grantor reserves the right to install a 6 foot wide elevated boardwalk as depicted on the permitted plan sheets to connect existing boardwalk south of the existing Veteran's Center to the newly permitted expansion area, with sections over both wetlands and surface waters. Grantor reserves the right to perform necessary and approved activities to ensure the construction, operation and maintenance of a 6 foot wide boardwalk over surface waters and wetlands as depicted on the permitted plan sheets. Grantor reserves the right to trim vegetation within the 6 foot wide footprint in order to install, operate and maintain the boardwalk. Grantor reserves the right to complete necessary maintenance efforts within the entire 18.02 acre Conservation Easement in order to comply with permit conditions and meet required mitigation success criteria. Grantor reserves the right to complete activities required to ensure operation and maintenance of existing drainage structures located within the Conservation Easement. Grantor must obtain all other necessary local, state and federal permits for the aforementioned activities prior to construction. Grantor agrees to maintain the Conservation Easement to control for invasive exotic species, including Brazilian pepper, Carolina willow, Melaleuca, cattails, grapevine, primrose willow or any plant listed in the Florida Exotic Pest Plant Council's list of Florida's most invasive species so that they constitute no more than 10% cover in each stratum, in perpetuity.