



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.6.

11/10/2020

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### **Subject:**

Approval, Re: Easement and Release for the Viera Boulevard Commercial Center 1 Project - District 4.

### **Fiscal Impact:**

None

### **Dept/Office:**

Public Works Department / Land Acquisition

### **Requested Action:**

It is requested that the Board of County Commissioners: 1) approve and accept the attached Drainage Easement, and 2) approve and authorize the Chair to execute the attached Release of Easement Rights (Drainage Parcel E).

### **Summary Explanation and Background:**

The subject property is located in Section 33, Township 25 South, Range 36 East, south of Viera Boulevard, west of Interstate 95 along the east side of Lake Andrew Drive in Viera.

The Viera Company, the owner, has submitted subdivision plan number 18SD00018 for review and approval by the County for the development of the Viera Boulevard Commercial Center 1. In accordance with County code and standards, the owner has agreed to donate the attached drainage easement required as a condition of the subdivision plan approval.

In connection with the granting of this easement, The Viera Company requests the County to execute the attached Release of Easement Rights granted to the County by virtue of Right of Way Deed recorded on August 30, 1994, in Official Records Book 3417, Page 3719, Public Records. The affected area in that Right-of-Way Deed is Lot 1, Block A in Viera Boulevard Commercial Center 1-Phase 1, as recorded in Plat Book 67, Page 46. Brevard County no longer needs an easement over Lot 1 because: (a) Stadium Parkway and Hennessy Place are now platted public rights-of-way, which also contain stormwater components, and (b) by execution and recording of the Drainage Easement, plus Plat Note 8 contained in Plat Book 67, Page 46, the County has stormwater drainage rights to the stormwater lake tract referenced therein.

Staff has reviewed this request and agrees.

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

### **Clerk to the Board Instructions:**

#2236

## BOARD OF COUNTY COMMISSIONERS

### AGENDA REVIEW SHEET

AGENDA: Drainage Easement from The Viera Company for the Viera Boulevard  
Commercial Center Project – District 4.

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lucy Hamelers, Land Acquisition Supervisor

CONTACT PHONE: 321-350-8336 (58336)

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor	<u></u>	<u>                    </u>	<u>10.23.2020</u>
COUNTY ATTORNEY Christine Schverak Assistant County Attorney	<u>cms</u>	<u>                    </u>	<u>10-24-2020</u>

AGENDA DUE DATE: November 3, 2020 for the November 10, 2020 Board meeting

Consent  
F.b



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

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

November 12, 2020

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

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


**RE:** Item F.6., Approval of Easement and release for the Viera Boulevard Commercial Center 1 Project

The Board of County Commissioners, in regular session on November 10, 2020, approved and accepted the Drainage Easement; and approved and authorized the Chair to execute the Release of Easement Rights (Drainage Parcel E) for the Viera Boulevard Commercial Center 1 Project. Enclosed are the fully-executed Acceptance of the Drainage Easement and Release of Easement Rights.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

  
Kimberly Powell, Clerk to the Board

/sm

Encls. (2)

cc: County Attorney

Prepared by and return to: Page Whittle  
Public Works Department, Land Acquisition  
2725 Judge Fran Jamieson Way, A204, Viera, Florida 32940  
A portion of Interest in Tax Parcel ID: 25-36-33-XE-C-1

### **DRAINAGE EASEMENT**

**THIS DRAINAGE EASEMENT (this "Drainage Easement")** is made this 12<sup>th</sup> day of OCTOBER 2020, between The Viera Company, a Florida corporation ("**Grantor**"), whose address is 7380 Murrell Road, Suite 201, Viera, Florida 32940, as the grantor, and Brevard County, a political subdivision of the State of Florida ("**Grantee**"), whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, as the Grantee, for the use and benefit of the Grantee. Central Viera Community Association, Inc., a Florida not-for-profit corporation ("**CVCA**"), whose address is 7380 Murrell Road, Suite 201, Viera, Florida 32940, joins in the execution of this Drainage Easement.

**WITNESSETH:** That Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration paid, the receipt of which is acknowledged, grants unto Grantee, and its successors and assigns, a perpetual non-exclusive easement commencing on the above date for the purposes of allowing for drainage and flowage of stormwater and groundwater, and a perpetual access easement for the purposes of emergency maintenance to restore drainage flow and other allied uses pertaining thereto, over, under, upon, above, and through the following lands:

The land affected by the granting of the easement is located in Section 33, Township 25 South, Range 36 East, Brevard County, Florida, and being more particularly described as follows:

### **SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"**

including the right of ingress and egress onto the easement area as may be necessary for the full use and enjoyment by Grantee of its easement. Grantor shall have full use and enjoyment of the easement area, but shall not make any improvements within the easement area which will unreasonably interfere with the easement granted herein. Notwithstanding the foregoing, the parties acknowledge and agree that a driveway and related above-ground improvements (including, without limitation, landscaping) shall be permitted to be constructed and maintained within the easement area by Grantor or any successor owner of the easement area, but shall be subject to the easement rights, including rights of ingress and egress, of Grantee herein.

CVCA is joining into the execution of this Drainage Easement because CVCA also has non-exclusive easement rights over the easement area for drainage and stormwater and groundwater flow pursuant to that certain Drainage Easement Agreement between Grantor, as grantor, and CVCA, as grantee, dated September 15, 2020 and recorded on September 15, 2020 in Official Records Book 8855, Page 2904, of the Public Records of Brevard County, Florida (the "**CVCA Drainage Easement**"). Under the CVCA Drainage Easement, CVCA is responsible, at its expense, for the construction, maintenance, replacement and repair of underground stormwater drainage pipes and related components and facilities within the easement area as part of its "Master Drainage System." Consequently, by joining into the execution of this Drainage Easement, CVCA agrees to assume, at its expense, the responsibility for any and all construction, maintenance, repair, and reconstruction of the stormwater drainage system pipes and related components and facilities within the easement area. CVCA agrees to timely perform all necessary operation, maintenance, inspection, repairs, and replacement work to ensure proper functioning of the stormwater system in the easement area. In no event shall Grantee have any obligation to pay any part of the cost of such maintenance, repair, or replacement unless damage thereto is caused by the negligence of Grantee or its employees, to the fullest extent permitted by Florida law.

**TO HAVE AND TO HOLD** said easement unto Grantee and to its successors and/or assigns as a covenant running with the land and ownership of the easement area. Grantor does covenant with Grantee that it is lawfully seized and possessed of the lands above described and that it has a good and lawful right to convey it or any part thereof.

(Signatures and Notary continued on next page)

IN WITNESS WHEREOF, Grantor has caused this easement to be executed,  
the day and year first above written,

Signed, sealed and delivered in the presence of:

Benjamin E. Wilson

Witness

Benjamin E. Wilson

Print Name

Charlene R. Spangler

Witness

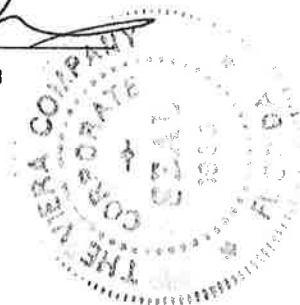
Charlene R. Spangler

Print Name

The Viera Company,  
a Florida corporation

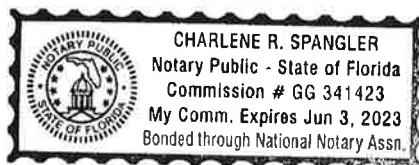
Todd J. Pokrywa

Todd J. Pokrywa  
President



STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical  
presence or ☐ online notarization on this 1<sup>st</sup> day of October 2020  
by Todd J. Pokrywa as President for The Viera Company, a Florida corporation. He  
is personally known or produced — as identification.



Charlene R. Spangler

Notary Signature

SEAL


(Signatures and Acknowledgements Continued on Next Page)

Acceptance by Grantee


Brevard County Board of County Commissioners accepts the Drainage Easement and agrees to be bound by its terms.

Dated: 10th day of November, 2020.

Attest:

  
\_\_\_\_\_  
Scott Ellis, Clerk of the Board

Brevard County, Florida

  
\_\_\_\_\_  
Bryan Andrew Lober, Chair  
Board of County Commissioners

Board Meeting Date: 11/10/2020  
Agenda Item # F.6.

(Joinder by CVCA is on the following page.)

Joinder by CVCA

Central Viera Community Association, Inc., a Florida not-for-profit corporation ("CVCA") joins in the execution of this Drainage Easement to affirm its agreement to the terms and conditions set forth in this Drainage Easement.

Signed, sealed and delivered in the presence of:

Benjamin E. Wilson

Witness

Benjamin E. Wilson

Print Name

Charlene R. Spangler

Witness

Charlene R. Spangler

Print Name

Central Viera Community  
Association, Inc.,  
a Florida not-for-profit corporation

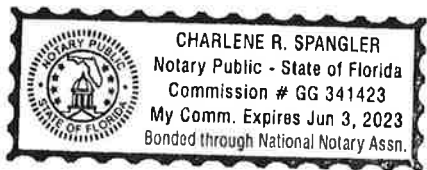
Eva M. Rey

Eva M. Rey  
President



STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 9<sup>th</sup> day of October 2020 by Eva M. Rey as President for Central Viera Community Association, Inc., a Florida not-for-profit corporation. She is personally known or produced \_\_\_\_\_ as identification.



Charlene R. Spangler

Notary Signature  
SEAL



**LEGAL DESCRIPTION****PARCEL # 800**

PARENT PARCEL ID#: 25-36-33-XE-C-1

PURPOSE: DRAINAGE EASEMENT

**EXHIBIT "A"**

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

**THIS IS NOT A SURVEY****LEGAL DESCRIPTION:** PARCEL # 800 (PREPARED BY SURVEYOR)

PART OF LOT 1, BLOCK C, VIERA BOULEVARD COMMERCIAL CENTER I - PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 33, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT B OF SAID VIERA BOULEVARD COMMERCIAL CENTER I - PHASE 1 AND RUN N89°43'28"E, ALONG THE NORTH LINE OF SAID TRACT B, A DISTANCE OF 134.95 FEET TO THE NORTHEAST CORNER OF SAID TRACT B; THENCE N44°43'28"E, ALONG THE BOUNDARY OF SAID LOT 1, BLOCK C, A DISTANCE OF 28.28 FEET; THENCE S89°43'28"W, PARALLEL TO AND 20.00 FEET NORTH OF, (AS MEASURED PERPENDICULARLY), THE NORTH LINE OF SAID TRACT B, A DISTANCE OF 154.16 FEET TO THE EAST RIGHT-OF-WAY LINE OF LAKE ANDREW DRIVE, A 120.00 FOOT WIDE PUBLIC RIGHT-OF-WAY PER THE PLAT OF SAID VIERA BOULEVARD COMMERCIAL CENTER I - PHASE 1; THENCE S01°59'20"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 20.02 FEET TO THE POINT OF BEGINNING. CONTAINING 0.07 ACRES, MORE OR LESS.

**SURVEYORS NOTES:**

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARING REFERENCE: ASSUMED BEARING OF N89°43'28"E ON THE NORTH LINE OF TRACT B, VIERA BOULEVARD COMMERCIAL CENTER I - PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGE 46, 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.: 8397679, CUSTOMER REFERENCE NUMBER BSE# 11359 DATED 04/28/2020. NO EASEMENTS AFFECTING THE PARCEL OF LAND DESCRIBED HEREON WERE FOUND IN SAID REPORT.
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 FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

LESLIE E. HOWARD, F.S.M. 5611  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: B.S.E. CONSULTANTS, INC.  
312 S. HARBOUR CITY BLVD., MELBOURNE, FLA 32901  
321-725-3674

DRAWN BY: LEH	CHECKED BY: LEH	PROJECT NO. 11359			SECTION 33 TOWNSHIP 25 SOUTH RANGE 36 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 05/11/2020	DRAWING: 11371_100_021		05/15/2020	REVISED SURVEYOR NOTE # 4	

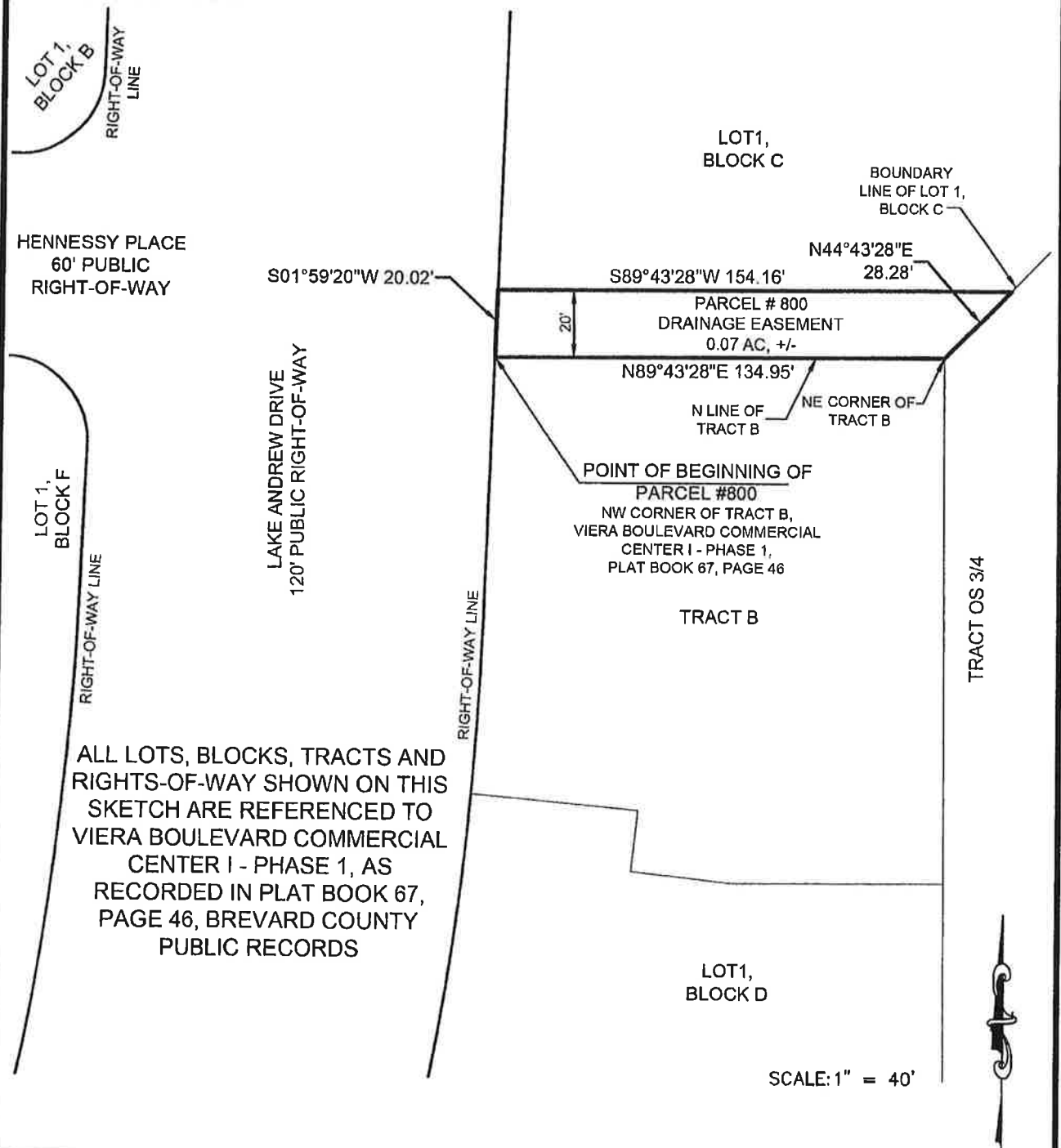
**SKETCH OF DESCRIPTION****PARCEL # 800**

PARENT PARCEL ID#: 25-36-33-XE-C-1  
 PURPOSE: DRAINAGE EASEMENT

**EXHIBIT "A"**

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY

PREPARED BY:  
 B.S.E. CONSULTANTS, INC.  
 312 S. HARBOUR CITY BLVD.  
 MELBOURNE, FLA 32901  
 321-725-3674

SCALE:  
 1 INCH = 40 FEET  
 PROJECT NO.:  
 11371

SECTION 33  
 TOWNSHIP 25 SOUTH  
 RANGE 36 EAST

THIS INSTRUMENT WAS PREPARED  
BY AND RETURN TO:

BENJAMIN E. WILSON, ESQ.  
THE VIERA COMPANY  
7380 MURRELL ROAD, SUITE 201  
MELBOURNE, FL 32940  
(321) 242-1200

Note: Reference to Right of Way Deed recorded on August 30, 1994 in Official Records Book 3417, Page 3719, of the Public Records of Brevard County, Florida.

**RELEASE OF EASEMENT RIGHTS**  
**(DRAINAGE PARCEL E)**

THIS RELEASE OF EASEMENT RIGHTS (this "Release") is executed on the effective date below, by BREVARD COUNTY, a political subdivision of the State of Florida (the "County").

**RECITALS**

WHEREAS, the County is the holder of easement rights pursuant to that certain Right-of-Way Deed dated August 26, 1994 and recorded on August 30, 1994 in Official Records Book 3417, Page 3719, of the Public Records of Brevard County, Florida (the "Right-of-Way Deed"); and

WHEREAS, among the real property subject to the easement rights of the County in the Right of Way Deed are the "Drainage Parcels" more particularly described in Exhibit "B" of the Right-of-Way Deed; and

WHEREAS, the County desires to execute this Release to release its easement rights under the Right-of-Way Deed affecting "Parcel E" of the Drainage Parcels, with said Parcel E also more particularly described in Exhibit "B" of the said Right-of-Way Deed, as more particularly set forth below.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged and accepted by the County, the County agrees as follows:

1. Recitals. The above recitals are true and correct and incorporated into this Release by this reference.

2. Release of Easement Rights. The County does fully release, discharge, relinquish and otherwise terminate all of its easement rights relating to Parcel E of the Drainage Parcels described in Exhibit "B" of the said Right-of-Way Deed arising from and after the Effective Date. Parcel E of the Drainage Parcels is also more particularly described in Exhibit A attached to this Release and incorporated into this Release by this reference. The foregoing release shall not

release, discharge, relinquish or otherwise terminate any other rights of the County under the said Right-of-Way Deed.

IN WITNESS WHEREOF, the County has caused this release to be executed in its name by its Board of County Commissioners, acting by the Chair of said Board, this 10 day of Nov. 2020 (herein the "Effective Date").

Signed, sealed and delivered in the presence of:

ATTEST:

Scott Ellis, Clerk

COUNTY:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

APPROVED AS TO FORM:

Adhewick 10/27/2020  
Assistant County Attorney

By:

Bryan Andrew Lober, Chair

As approved by the Board on 11/10/2020  
Agenda Item #: F.6.

WITNESSES

Kimberly Powell  
Name: Kimberly Powell

Deborah Thomas  
Name: Deborah Thomas

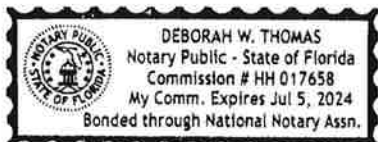
STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 10 day of November, 2020 by Bryan Andrew Lober, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Deborah W. Thomas  
Notary Public

[Notary Seal]



DEBORAH W. THOMAS  
Name typed, printed or stamped  
My Commission Expires: 7/5/2024

Exhibit ADescription of Parcel E

A parcel of land lying in Section 33, Township 25 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the southeast corner of Section 5, Township 26 South, Range 36 East; thence N00 48'40" W, along the east line of said Section 5 a distance of 3,294.26 feet; thence S57 07'59"E a distance of 252.35 feet; thence N00 48'40"W a distance of 1,105.68 feet to the point of curvature of a curve concave to the southwest having a radius of 1,775.00 feet; thence northwesterly along the arc of said curve through a central angle of 23 30'00" and an arc distance of 697.04 feet to a point of tangency; thence N23 18'40"W a distance of 545.70 feet to a point of curvature of a curve concave to the southeast having a radius of 1,015.00 feet; thence northeasterly along the arc of said curve through a central angle of 81 53'33" and an arc distance of 1,450.73 feet to a point of reverse curve of a curve concave to the northwest having a radius of 875.00 feet; thence northerly along the arc of said curve through a central angle of 58 51'25" and an arc distance of 898.84 feet to a point of tangency; thence N00 16'32"W a distance of 301.98 feet to the POINT OF BEGINNING of the herein described Parcel E; thence continue N00 16'32"W a distance of 270.00 feet; thence N89 43'28"E a distance of 355.00 feet; thence S00 16'32"E a distance of 270.00 feet; thence S89 43'28"W a distance of 355.00 feet to the POINT OF BEGINNING, containing 2.20 acres more or less.

EXHIBIT "B"

## LEGAL DESCRIPTION OF THE DRAINAGE PARCELS

PARCEL D:

A parcel of land lying in Section 5 and 4 and Township 26 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the southeast corner of said Section 5; thence N00°48'40"W, along the east line of said Section 5, a distance of 3294.26 feet; thence S57°07'59"E, a distance of 252.35 feet; thence N00°48'40"W, a distance of 1105.68 feet, to a point of curvature of a curve concave to the Southwest, having a radius of 1775.00 feet; thence northwesterly along the arc of said curve through a central angle of 05°39'29", an arc distance of 175.28 feet, to the POINT OF BEGINNING of the herein described Parcel D; thence continue along said curve having a radius of 1775.00 feet; thence northwesterly along the arc of said curve, through a central angle of 10°32'06", an arc distance of 326.37 feet; thence N89°11'20"E, a distance of 649.47 feet; thence S12°46'11"E, a distance of 327.10 feet; thence S89°11'20"W, a distance of 655.98 feet, to the POINT OF BEGINNING, containing 4.76 acres more or less.

PARCEL E:

A parcel of land lying in Section 33, Township 25 South, Range 36 East Brevard County, Florida, being more particularly described as follows:

Commence at the southeast corner of Section 5, Township 26 South, Range 36 East; thence N00°48'40"W, along the east line of said Section 5, a distance of 3294.26 feet; thence S57°07'59"E, a distance of 252.35 feet; thence N00°48'40"W, a distance of 1105.68 feet, to the point of curvature of a curve concave to the southwest, having a radius of 1775.00 feet; thence northwesterly along the arc of said curve through a central angle of 23°30'00", an arc distance of 697.04 feet, to a point of tangency; thence N23°18'40"W, a distance of 545.70 feet, to a point of curvature of a curve concave to the southeast, having a radius of 1015.00 feet; thence northeasterly along the arc of said curve through a central angle of 81°53'33", an arc distance of 1450.73 feet, to a point of reverse curve of a curve concave to the northwest, having a radius of 875.00 feet; thence northerly along the arc of said curve through a central angle of 58°51'25", an arc distance of 898.84 feet, to a point of tangency; thence N00°16'32"W, a distance of 301.98 feet, to the POINT OF BEGINNING of the herein described Parcel E; thence continue N00°16'32"W, a distance of 270.00 feet; thence N89°43'28"E, a distance of 355.00 feet; thence S00°16'32"E, a distance of 270.00 feet; thence S89°43'28"W, a distance of 355.00 feet, to the POINT OF BEGINNING, containing 2.20 acres more or less.

PARCEL F:

A parcel of land lying in Section 32, Township 25 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the northeast corner of Section 29, Township 25 South, Range 36 East; thence S89°20'44"W, along the north line of said Section 29, a distance of 1353.09 feet, to a point lying on the east line of an existing 200.00 foot wide right-of-way as described in Official Records Book 1094, Page 523 of the Public Records of Brevard County, Florida; thence S00°10'56"E, along said east line, a distance of 136.38 feet, to a point lying on the south end of said right-of-way; thence S89°49'04"W, along the south end of said right-of-way, a distance of 175.00 feet; thence S00°10'56"E, a distance of 1805.43 feet, to the point of curvature of a curve concave to the northeast, having a radius of 2795.00 feet; thence southeasterly along the arc of said curve through a central angle of 21°05'36", an arc distance of 1028.97 feet, to a point of tangency; thence S21°16'32"E, a distance of 638.11 feet, to a point of curvature of a curve concave to the southwest, having a radius of 2171.17 feet; thence southerly along the arc of said curve through a central angle of 20°15'52", an arc distance of 767.90 feet, to a point of tangency; thence S01°00'40"E, a distance of 612.19 feet, to a point of curvature of a curve concave to the northwest, having a radius of 1275.00 feet; thence southeasterly along the arc of said curve, through a central angle of 41°53'22", an arc distance of 932.16 feet, to a point of tangency; thence S42°54'02"E, a distance of 7.48 feet, to the POINT OF BEGINNING of the herein described Parcel F; thence continue S42°54'02"E, a distance of 430.60 feet; thence S89°05'58"W, a distance of 831.65 feet; thence N00°54'02"W, a distance of 320.00 feet; thence N89°05'58"E, a distance of 543.52 feet, to the POINT OF BEGINNING, containing 5.05 acres more or less.

UNSUITABLE  
FOR  
MICROFILM

BK3417PG3728

Prepared by and return to:  
Brevard County Public Works Dept., Land Acquisition  
2725 Judge Fran Jamieson Way, A-204, Viera, Florida 32940  
A portion of Interest in Tax Parcel I.D.: 26-36-05-VJ-A-1

Joinder & Consent  
in Dedication of Easement  
in Favor of Brevard County

**KNOW ALL MEN BY THESE PRESENTS**, that the undersigned, that WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Mortgagee"), having its principal offices at 171 17<sup>th</sup> Street, NW, MAC G0128-048, Atlanta, GA 30363, being the owner and holder of (a) that certain Amended and Restated Construction Mortgage dated July 27, 2012, and recorded on July 31, 2012, in Official Records Book 6655, beginning at Page 2347, of the Public Records of Brevard County, Florida, as last amended by that certain Mortgage Modification Agreement dated January 31, 2019 and recorded on February 1, 2019 in Official Records Book 8359, Page 2993, of the Public Records of Brevard County, Florida and (b) that certain Second Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated January 31, 2019 and recorded on February 1, 2019 in Official Records Book 8360, Page 8, of the Public Records of Brevard County, Florida (collectively, the "Mortgages"), does join in and consent to the granting and dedication of the easements shown in that certain Drainage Easement as shown in Exhibit "A" attached hereto and made a part of this document, for all uses and purposes expressed therein, and agrees that the lien, operation, and effect of the above-described Mortgages, shall be, and is subordinated to said easements.

Mortgagee executes this Joinder solely as mortgagee under the Mortgages and shall have no liability in connection therewith.

IN WITNESSES WHEREOF, the undersigned Mortgagee has caused these presents to be executed in its name on this, the 20<sup>th</sup> day of October 2020.

(Signatures and Notary on next page)

Signed, sealed, and delivered in the presence of:

[Signature]

Witness

OLIVIA G BECOLLE  
(Print Name)

[Signature]  
Witness

Sherri Shapley  
(Print Name)

WELLS FARGO BANK NATIONAL  
ASSOCIATION,  
a national banking association

[Signature]

Name: Andrew Bearden

Title: Vice President

(SEAL)

STATE OF GEORGIA

COUNTY OF Fayette

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this 20 day of October 2020 by Andrew Bearden as a Vice President of Wells Fargo Bank National Association, a national banking association, on behalf of the entity. He Andrew Bearden is personally known or ☒ produced GA Drivers License as identification.

#04918995

[Signature]  
Notary Signature

SEAL





Exhibit "A"

The Drainage Easement

Prepared by and return to: Page Whittle  
Public Works Department, Land Acquisition  
2725 Judge Fran Jamieson Way, A204, Viera, Florida 32940  
A portion of Interest in Tax Parcel ID: 25-36-33-XE-C-1

### **DRAINAGE EASEMENT**

**THIS DRAINAGE EASEMENT (this "Drainage Easement")** is made this \_\_\_\_\_ day of \_\_\_\_\_ 2020, between The Viera Company, a Florida corporation ("**Grantor**"), whose address is 7380 Murrell Road, Suite 201, Viera, Florida 32940, as the grantor, and Brevard County, a political subdivision of the State of Florida ("**Grantee**"), whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, as the Grantee, for the use and benefit of the Grantee. Central Viera Community Association, Inc., a Florida not-for-profit corporation ("**CVCA**"), whose address is 7380 Murrell Road, Suite 201, Viera, Florida 32940, joins in the execution of this Drainage Easement.

**WITNESSETH:** That Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration paid, the receipt of which is acknowledged, grants unto Grantee, and its successors and assigns, a perpetual non-exclusive easement commencing on the above date for the purposes of allowing for drainage and flowage of stormwater and groundwater, and a perpetual access easement for the purposes of emergency maintenance to restore drainage flow and other allied uses pertaining thereto, over, under, upon, above, and through the following lands:

The land affected by the granting of the easement is located in Section 33, Township 25 South, Range 36 East, Brevard County, Florida, and being more particularly described as follows:

### **SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"**

including the right of ingress and egress onto the easement area as may be necessary for the full use and enjoyment by Grantee of its easement. Grantor shall have full use and enjoyment of the easement area, but shall not make any improvements within the easement area which will unreasonably interfere with the easement granted herein. Notwithstanding the foregoing, the parties acknowledge and agree that a driveway and related above-ground improvements (including, without limitation, landscaping) shall be permitted to be constructed and maintained within the easement area by Grantor or any successor owner of the easement area, but shall be subject to the easement rights, including rights of ingress and egress, of Grantee herein.

CVCA is joining into the execution of this Drainage Easement because CVCA also has non-exclusive easement rights over the easement area for drainage and stormwater and groundwater flow pursuant to that certain Drainage Easement Agreement between Grantor, as grantor, and CVCA, as grantee, dated September 15, 2020 and recorded on September 15, 2020 in Official Records Book 8855, Page 2904, of the Public Records of Brevard County, Florida (the "**CVCA Drainage Easement**"). Under the CVCA Drainage Easement, CVCA is responsible, at its expense, for the construction, maintenance, replacement and repair of underground stormwater drainage pipes and related components and facilities within the easement area as part of its "Master Drainage System." Consequently, by joining into the execution of this Drainage Easement, CVCA agrees to assume, at its expense, the responsibility for any and all construction, maintenance, repair, and reconstruction of the stormwater drainage system pipes and related components and facilities within the easement area. CVCA agrees to timely perform all necessary operation, maintenance, inspection, repairs, and replacement work to ensure proper functioning of the stormwater system in the easement area. In no event shall Grantee have any obligation to pay any part of the cost of such maintenance, repair, or replacement unless damage thereto is caused by the negligence of Grantee or its employees, to the fullest extent permitted by Florida law.

**TO HAVE AND TO HOLD** said easement unto Grantee and to its successors and/or assigns as a covenant running with the land and ownership of the easement area. Grantor does covenant with Grantee that it is lawfully seized and possessed of the lands above described and that it has a good and lawful right to convey it or any part thereof.

(Signatures and Notary continued on next page)

**IN WITNESS WHEREOF**, Grantor has caused this easement to be executed,  
the day and year first above written,

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

The Viera Company,  
a Florida corporation

\_\_\_\_\_  
Todd J. Pokrywa  
President

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical  
presence or ☐ online notarization on this \_\_\_ day of \_\_\_\_\_ 2020  
by Todd J. Pokrywa as President for The Viera Company, a Florida corporation. He  
is personally known or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Signature  
SEAL

(Signatures and Acknowledgements Continued on Next Page)

Acceptance by Grantee

Brevard County Board of County Commissioners accepts the Drainage Easement and agrees to be bound by its terms.

Dated: \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Attest:

Brevard County, Florida

\_\_\_\_\_  
Scott Ellis, Clerk of the Board

\_\_\_\_\_  
Bryan Andrew Lober, Chair  
Board of County Commissioners

Board Meeting Date: \_\_\_\_\_

Agenda Item # \_\_\_\_\_

(Joinder by CVCA is on the following page.)

**LEGAL DESCRIPTION****PARCEL # 800**

PARENT PARCEL ID#: 25-36-33-XE-C-1  
 PURPOSE: DRAINAGE EASEMENT

**EXHIBIT "A"**

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

**THIS IS NOT A SURVEY****LEGAL DESCRIPTION:** PARCEL # 800 (PREPARED BY SURVEYOR)

PART OF LOT 1, BLOCK C, VIERA BOULEVARD COMMERCIAL CENTER I - PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 33, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT B OF SAID VIERA BOULEVARD COMMERCIAL CENTER I - PHASE 1 AND RUN N89°43'28"E, ALONG THE NORTH LINE OF SAID TRACT B, A DISTANCE OF 134.95 FEET TO THE NORTHEAST CORNER OF SAID TRACT B; THENCE N44°43'28"E, ALONG THE BOUNDARY OF SAID LOT 1, BLOCK C, A DISTANCE OF 28.28 FEET; THENCE S89°43'28"W, PARALLEL TO AND 20.00 FEET NORTH OF, (AS MEASURED PERPENDICULARLY), THE NORTH LINE OF SAID TRACT B, A DISTANCE OF 154.16 FEET TO THE EAST RIGHT-OF-WAY LINE OF LAKE ANDREW DRIVE, A 120.00 FOOT WIDE PUBLIC RIGHT-OF-WAY PER THE PLAT OF SAID VIERA BOULEVARD COMMERCIAL CENTER I - PHASE 1; THENCE S01°59'20"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 20.02 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 0.07 ACRES, MORE OR LESS.

**SURVEYORS NOTES:**

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARING REFERENCE: ASSUMED BEARING OF N89°43'28"E ON THE NORTH LINE OF TRACT B, VIERA BOULEVARD COMMERCIAL CENTER I - PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGE 46, 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.: 8397679, CUSTOMER REFERENCE NUMBER BSE# 11359 DATED 04/28/2020. NO EASEMENTS AFFECTING THE PARCEL OF LAND DESCRIBED HEREON WERE FOUND IN SAID REPORT.
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 FOR AND CERTIFIED TO:  
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

LESLIE E. HOWARD, PSM 5611  
 PROFESSIONAL SURVEYOR & MAPPER  
 NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: B.S.E. CONSULTANTS, INC.  
 312 S. HARBOUR CITY BLVD., MELBOURNE, FLA 32901  
 321-725-3674

DRAWN BY: LEH	CHECKED BY: LEH	PROJECT NO. 11359			SECTION 33 TOWNSHIP 25 SOUTH RANGE 36 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 05/11/2020	DRAWING: 11371_100_021		05/15/2020	REVISED SURVEYOR NOTE # 4	

**SKETCH OF DESCRIPTION****PARCEL # 800**

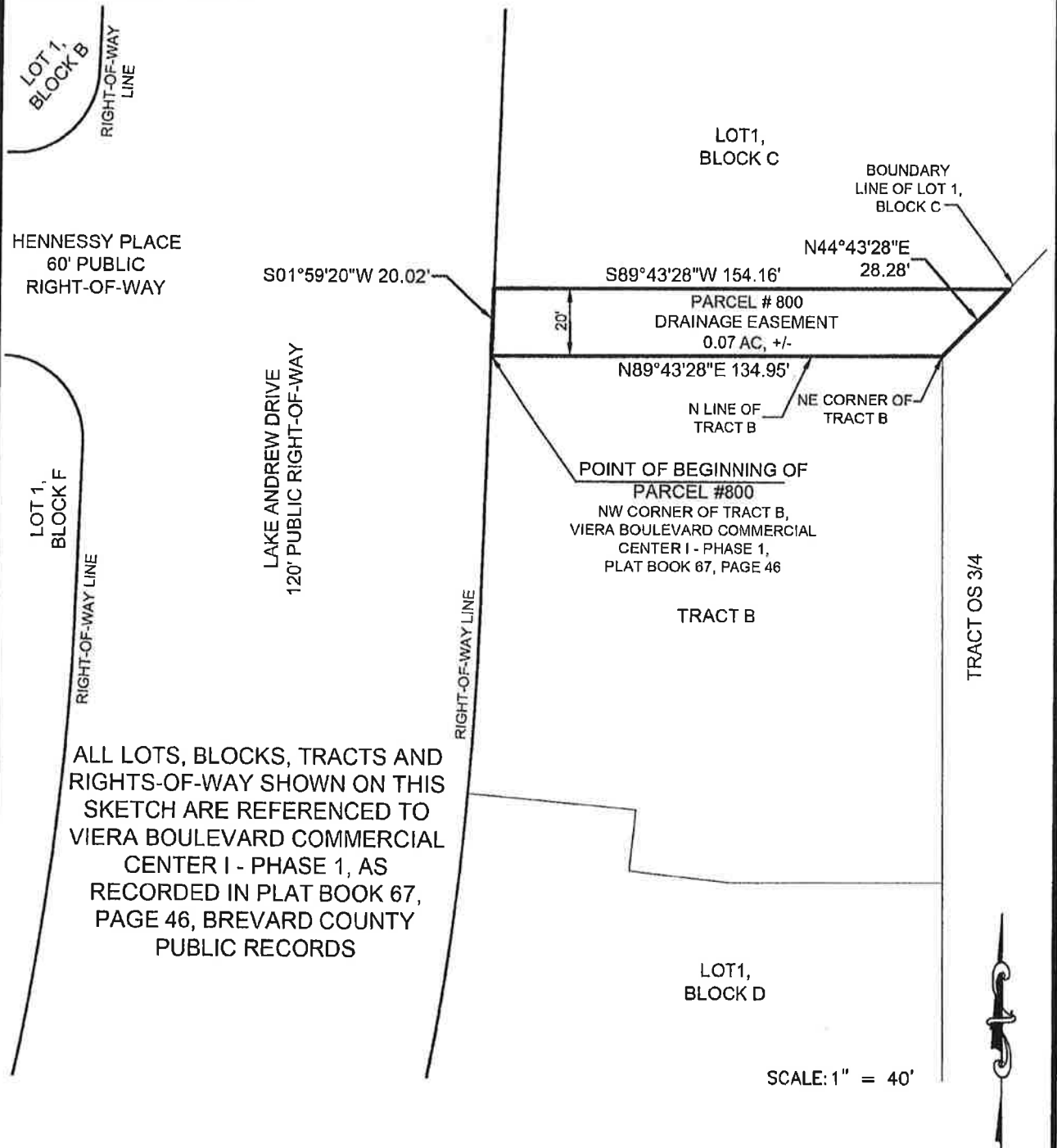
PARENT PARCEL ID#: 25-36-33-XE-C-1

PURPOSE: DRAINAGE EASEMENT

**EXHIBIT "A"**

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY

PREPARED BY:  
B.S.E. CONSULTANTS, INC.  
312 S. HARBOUR CITY BLVD.  
MELBOURNE, FLA 32901  
321-725-3674

SCALE:  
1 INCH = 40 FEET

PROJECT NO.:  
11371

SECTION 33  
TOWNSHIP 25 SOUTH  
RANGE 36 EAST

Joinder by CVCA

Central Viera Community Association, Inc., a Florida not-for-profit corporation ("CVCA") joins in the execution of this Drainage Easement to affirm its agreement to the terms and conditions set forth in this Drainage Easement.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

Central Viera Community  
Association, Inc.,  
a Florida not-for-profit corporation

\_\_\_\_\_  
Eva M. Rey  
President

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this \_\_\_ day of \_\_\_\_\_ 2020 by Eva M. Rey as President for Central Viera Community Association, Inc., a Florida not-for-profit corporation. She is personally known or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Signature  
SEAL



# **SECRETARY'S CERTIFICATE**

## **WELLS FARGO BANK, NATIONAL ASSOCIATION**

I, Deanna J. Ernst, hereby certify that I am an Assistant Secretary of Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States of America (the "Bank"), and I hereby further certify as follows:

1. The following is a true and correct extract from resolutions duly adopted by the Board of Directors of the Bank on May 15, 2018, and no modification, amendment, rescission or revocation of such resolutions has occurred affecting such extract as of the date of this certificate:

RESOLVED, that agreements, instruments, or other documents, including amendments and modifications thereto, relating to or affecting the property or business and affairs of the Bank, whether acting for its own account or in a fiduciary or other representative capacity, may be executed in its name by the persons hereinafter authorized;

RESOLVED, that for the purposes of these resolutions, "Senior Executive Officer" shall mean any person appointed, designated or otherwise elected President, Chief Executive Officer, Senior Executive Vice President, Executive Vice President or designated an Executive Officer by resolution of the Board of Directors of the Bank, and "Signing Officer" shall mean any Senior Executive Officer, any Senior Vice President, the Treasurer, any Vice President, any Assistant Vice President, any person whose title includes the word "Officer" (e.g., Commercial Banking Officer, Personal Banking Officer, Trust Officer), or any other person whose title has been or is hereafter designated by the Board of Directors as a title for an officer of the Bank, and such officers are hereby authorized to sign agreements, instruments and other documents on behalf of the Bank in accordance with the signing authorities conferred in Parts A, B and C of these resolutions;

\* \* \*

### B. Vice Presidents and Above

RESOLVED, that any Senior Executive Officer, any Senior Vice President and any Vice President, acting alone, may execute on behalf of the Bank:

1. Deeds, leases, assignments, bills of sale, purchase agreements and other instruments of conveyance to purchase, sell, lease or sublease to or from a third party real property, or any interest therein, and any and all management agreements, construction contracts, permits and other contracts or documents required to be executed or delivered to or filed with any person, entity or jurisdiction in the course of the management, maintenance,

improvement and/or operation of any real or personal property owned, held or leased by the Bank for its own account; *provided, however*, that such agreements, instruments and other documents may also be signed as hereinafter provided with respect to real property acquired by the Bank in connection with collateral for a loan.

2. Confidentiality agreements, bonds of indemnity and powers of attorney (including any instruments revoking such power of attorney); *provided, however*, that (a) proxies to vote stock in a corporation or to vote other interests in other legal entities or to service or enforce the Bank's rights with respect to real property and (b) stock and bond powers may also be signed as hereinafter provided.

#### C. Signing Officers

RESOLVED, that any Signing Officer, acting alone, may execute on behalf of the Bank, whether acting for its own account or in a fiduciary or other representative capacity:

\* \* \*

3. [Real Property.] Agreements, instruments, certificates and other documents which establish, evidence, modify or terminate, in whole or in part, the Bank's security or ownership interest in real property or in any mineral, well or water rights pertaining to real property, including without limitation any and all deeds, easements, liens, deeds or declarations of trust, mortgages, assignments, acknowledgments of assignment, assumption or subordination or non-disturbance or attornment agreements, cancellations and other terminations of insurance or guaranties, substitution of trustees, releases, satisfactions, discharges, reconveyances, acceptances, allonges, note endorsements or cancellations, certificates of redemption, assignments of sheriff's certificates, subdivision and other maps, conditions, covenants and restrictions, encumbrances, agreements, permits, certificates and other instruments, including instruments which convert an interest in real property to a condominium or otherwise modify the nature or intended use of such property as set forth in any map, lot-line adjustment or other land-use documentation required by any governmental entity; and any consents, waivers, modifications, estoppels, requests, demands, claims for or check endorsements representing insurance proceeds, notices, certificates, statements, memoranda, applications, permits, notices of default, elections to sell or cause to be sold real property securing any extension of credit made by the Bank, notices to a trustee under any deed of trust or under any other document relating to such property or credit, set-aside and other letters and other agreements, instruments and other documents which may be necessary or appropriate in the discretion of a Signing Officer for the purpose of servicing such credit or enforcing the rights of the Bank

thereunder or foreclosing on such credit or disposing of such property, including without limitation powers of attorney, bills of sale, deeds, escrow instructions, affidavits, real estate brokerage agreements, listing agreements and other agreements, instruments and other documents which may be necessary or appropriate in the discretion of a Signing Officer for the purpose of administering or disposing of such property.

\* \* \*

2. On the date hereof, the following person was a duly appointed, qualified and acting officer of the Bank, that his correct title appears beside his name, and that on said date he was duly authorized to act on behalf of the Bank as set forth in the foregoing resolutions:

Name	Title
Andrew N. Bearden	Vice President

IN WITNESS WHEREOF, I have hereunto signed my name this 28<sup>th</sup> day of August, 2020.

Deanna J. Ernst  
Deanna J. Ernst, Assistant Secretary

\* \* \* Redacted [Indicates portions of the resolution which have been omitted because they are not relevant to the transaction for which this certificate has been requested.]

Prepared by and return to: Page Whittle  
Public Works Department, Land Acquisition  
2725 Judge Fran Jamieson Way, A204, Viera, Florida 32940  
A portion of Interest in Tax Parcel ID: 25-36-33-XE-C-1

### **DRAINAGE EASEMENT**

**THIS DRAINAGE EASEMENT (this "Drainage Easement")** is made this 12<sup>th</sup> day of OCTOBER 2020, between The Viera Company, a Florida corporation ("**Grantor**"), whose address is 7380 Murrell Road, Suite 201, Viera, Florida 32940, as the grantor, and Brevard County, a political subdivision of the State of Florida ("**Grantee**"), whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, as the Grantee, for the use and benefit of the Grantee. Central Viera Community Association, Inc., a Florida not-for-profit corporation ("**CVCA**"), whose address is 7380 Murrell Road, Suite 201, Viera, Florida 32940, joins in the execution of this Drainage Easement.

**WITNESSETH:** That Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration paid, the receipt of which is acknowledged, grants unto Grantee, and its successors and assigns, a perpetual non-exclusive easement commencing on the above date for the purposes of allowing for drainage and flowage of stormwater and groundwater, and a perpetual access easement for the purposes of emergency maintenance to restore drainage flow and other allied uses pertaining thereto, over, under, upon, above, and through the following lands:

The land affected by the granting of the easement is located in Section 33, Township 25 South, Range 36 East, Brevard County, Florida, and being more particularly described as follows:

#### **SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"**

including the right of ingress and egress onto the easement area as may be necessary for the full use and enjoyment by Grantee of its easement. Grantor shall have full use and enjoyment of the easement area, but shall not make any improvements within the easement area which will unreasonably interfere with the easement granted herein. Notwithstanding the foregoing, the parties acknowledge and agree that a driveway and related above-ground improvements (including, without limitation, landscaping) shall be permitted to be constructed and maintained within the easement area by Grantor or any successor owner of the easement area, but shall be subject to the easement rights, including rights of ingress and egress, of Grantee herein.

CVCA is joining into the execution of this Drainage Easement because CVCA also has non-exclusive easement rights over the easement area for drainage and stormwater and groundwater flow pursuant to that certain Drainage Easement Agreement between Grantor, as grantor, and CVCA, as grantee, dated September 15, 2020 and recorded on September 15, 2020 in Official Records Book 8855, Page 2904, of the Public Records of Brevard County, Florida (the "**CVCA Drainage Easement**"). Under the CVCA Drainage Easement, CVCA is responsible, at its expense, for the construction, maintenance, replacement and repair of underground stormwater drainage pipes and related components and facilities within the easement area as part of its "Master Drainage System." Consequently, by joining into the execution of this Drainage Easement, CVCA agrees to assume, at its expense, the responsibility for any and all construction, maintenance, repair, and reconstruction of the stormwater drainage system pipes and related components and facilities within the easement area. CVCA agrees to timely perform all necessary operation, maintenance, inspection, repairs, and replacement work to ensure proper functioning of the stormwater system in the easement area. In no event shall Grantee have any obligation to pay any part of the cost of such maintenance, repair, or replacement unless damage thereto is caused by the negligence of Grantee or its employees, to the fullest extent permitted by Florida law.

**TO HAVE AND TO HOLD** said easement unto Grantee and to its successors and/or assigns as a covenant running with the land and ownership of the easement area. Grantor does covenant with Grantee that it is lawfully seized and possessed of the lands above described and that it has a good and lawful right to convey it or any part thereof.

(Signatures and Notary continued on next page)

IN WITNESS WHEREOF, Grantor has caused this easement to be executed,  
the day and year first above written,

Signed, sealed and delivered in the presence of:

Benjamin E. Wilson

Witness

Benjamin E. Wilson

Print Name

Charlene R. Spangler

Witness

Charlene R. Spangler

Print Name

The Viera Company,  
a Florida corporation

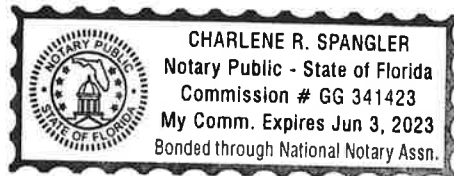
Todd J. Pokrywa

Todd J. Pokrywa  
President



STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical  
presence or ☐ online notarization on this 12<sup>th</sup> day of October 2020  
by Todd J. Pokrywa as President for The Viera Company, a Florida corporation. He  
is personally known or produced \_\_\_\_\_ as identification.



Charlene R. Spangler

Notary Signature  
SEAL

(Signatures and Acknowledgements Continued on Next Page)

Acceptance by Grantee


Brevard County Board of County Commissioners accepts the Drainage Easement and agrees to be bound by its terms.

Dated: 10th day of November, 2020.

Attest:

  
\_\_\_\_\_  
Scott Ellis, Clerk of the Board

Brevard County, Florida

  
\_\_\_\_\_  
Bryan Andrew Lober, Chair  
Board of County Commissioners

Board Meeting Date: 11/10/2020  
Agenda Item # F.6.

(Joinder by CVCA is on the following page.)

Joinder by CVCA

Central Viera Community Association, Inc., a Florida not-for-profit corporation ("CVCA") joins in the execution of this Drainage Easement to affirm its agreement to the terms and conditions set forth in this Drainage Easement.

Signed, sealed and delivered in the presence of:

Benjamin E. Wilson

Witness

Benjamin E. Wilson

Print Name

Charlene R. Spangler

Witness

Charlene R. Spangler

Print Name

Central Viera Community  
Association, Inc.,  
a Florida not-for-profit corporation

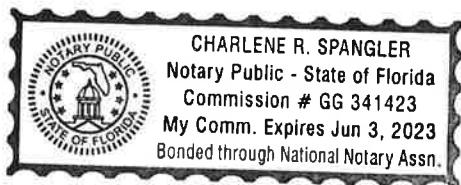
Eva M. Rey

Eva M. Rey  
President



STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization on this 9<sup>th</sup> day of October 2020 by Eva M. Rey as President for Central Viera Community Association, Inc., a Florida not-for-profit corporation. She is personally known or produced \_\_\_\_\_ as identification.



Charlene R. Spangler

Notary Signature

SEAL



# LEGAL DESCRIPTION

## PARCEL # 800

PARENT PARCEL ID#: 25-36-33-XE-C-1

PURPOSE: DRAINAGE EASEMENT

## EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL # 800 (PREPARED BY SURVEYOR)

PART OF LOT 1, BLOCK C, VIERA BOULEVARD COMMERCIAL CENTER I - PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 33, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT B OF SAID VIERA BOULEVARD COMMERCIAL CENTER I - PHASE 1 AND RUN N89°43'28"E, ALONG THE NORTH LINE OF SAID TRACT B, A DISTANCE OF 134.95 FEET TO THE NORTHEAST CORNER OF SAID TRACT B; THENCE N44°43'28"E, ALONG THE BOUNDARY OF SAID LOT 1, BLOCK C, A DISTANCE OF 28.28 FEET; THENCE S89°43'28"W, PARALLEL TO AND 20.00 FEET NORTH OF, (AS MEASURED PERPENDICULARLY), THE NORTH LINE OF SAID TRACT B, A DISTANCE OF 154.16 FEET TO THE EAST RIGHT-OF-WAY LINE OF LAKE ANDREW DRIVE, A 120.00 FOOT WIDE PUBLIC RIGHT-OF-WAY PER THE PLAT OF SAID VIERA BOULEVARD COMMERCIAL CENTER I - PHASE 1; THENCE S01°59'20"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 20.02 FEET TO THE POINT OF BEGINNING. CONTAINING 0.07 ACRES, MORE OR LESS.

### SURVEYORS NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. BEARING REFERENCE: ASSUMED BEARING OF N89°43'28"E ON THE NORTH LINE OF TRACT B, VIERA BOULEVARD COMMERCIAL CENTER I - PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGE 46, 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.: 8397679, CUSTOMER REFERENCE NUMBER BSE# 11359 DATED 04/28/2020. NO EASEMENTS AFFECTING THE PARCEL OF LAND DESCRIBED HEREON WERE FOUND IN SAID REPORT.
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 FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

LESLIE E. HOWARD, FPM 5611  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: B.S.E. CONSULTANTS, INC.  
312 S. HARBOUR CITY BLVD., MELBOURNE, FLA 32901  
321-725-3674

DRAWN BY: LEH	CHECKED BY: LEH	PROJECT NO. 11359			SECTION 33 TOWNSHIP 25 SOUTH RANGE 36 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 05/11/2020	DRAWING: 11371_100_021		05/15/2020	REVISED SURVEYOR NOTE # 4	

# SKETCH OF DESCRIPTION

## PARCEL # 800

PARENT PARCEL ID#: 25-36-33-XE-C-1

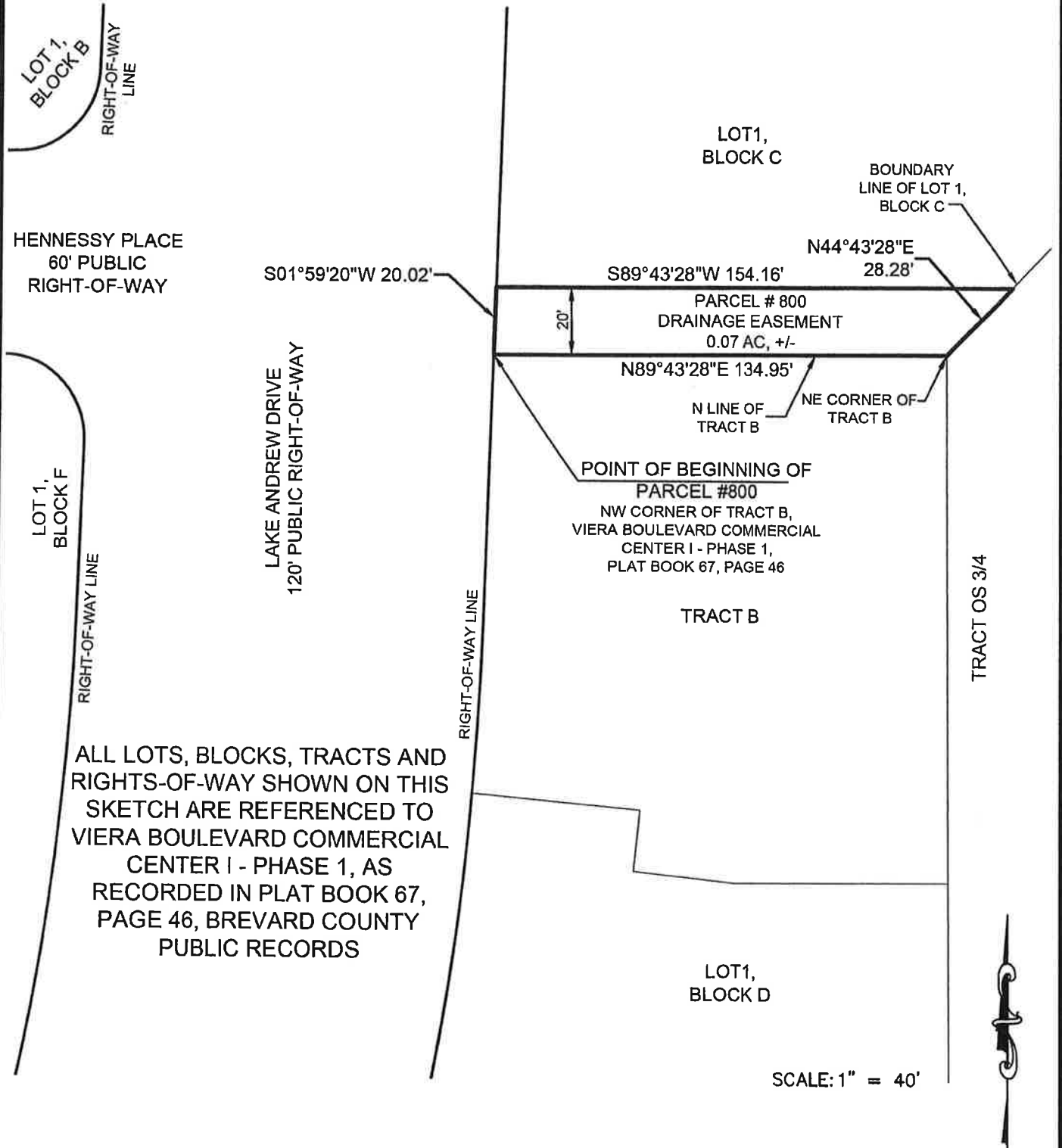
PURPOSE: DRAINAGE EASEMENT

## EXHIBIT "A"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY



PREPARED BY:  
B.S.E. CONSULTANTS, INC.  
312 S. HARBOUR CITY BLVD.  
MELBOURNE, FLA 32901  
321-725-3674

SCALE:  
1 INCH = 40 FEET  
PROJECT NO.:  
11371

SECTION 33  
TOWNSHIP 25 SOUTH  
RANGE 36 EAST

THIS INSTRUMENT WAS PREPARED  
BY AND RETURN TO:

BENJAMIN E. WILSON, ESQ.  
THE VIERA COMPANY  
7380 MURRELL ROAD, SUITE 201  
MELBOURNE, FL 32940  
(321) 242-1200

Note: Reference to Right of Way Deed recorded on August 30, 1994 in Official Records Book 3417, Page 3719, of the Public Records of Brevard County, Florida.

**RELEASE OF EASEMENT RIGHTS**  
**(DRAINAGE PARCEL E)**

THIS RELEASE OF EASEMENT RIGHTS (this "Release") is executed on the effective date below, by BREVARD COUNTY, a political subdivision of the State of Florida (the "County").

**RECITALS**

WHEREAS, the County is the holder of easement rights pursuant to that certain Right-of-Way Deed dated August 26, 1994 and recorded on August 30, 1994 in Official Records Book 3417, Page 3719, of the Public Records of Brevard County, Florida (the "Right-of-Way Deed"); and

WHEREAS, among the real property subject to the easement rights of the County in the Right of Way Deed are the "Drainage Parcels" more particularly described in Exhibit "B" of the Right-of-Way Deed; and

WHEREAS, the County desires to execute this Release to release its easement rights under the Right-of-Way Deed affecting "Parcel E" of the Drainage Parcels, with said Parcel E also more particularly described in Exhibit "B" of the said Right-of-Way Deed, as more particularly set forth below.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged and accepted by the County, the County agrees as follows:

1. Recitals. The above recitals are true and correct and incorporated into this Release by this reference.
2. Release of Easement Rights. The County does fully release, discharge, relinquish and otherwise terminate all of its easement rights relating to Parcel E of the Drainage Parcels described in Exhibit "B" of the said Right-of-Way Deed arising from and after the Effective Date. Parcel E of the Drainage Parcels is also more particularly described in Exhibit A attached to this Release and incorporated into this Release by this reference. The foregoing release shall not

release, discharge, relinquish or otherwise terminate any other rights of the County under the said Right-of-Way Deed.

IN WITNESS WHEREOF, the County has caused this release to be executed in its name by its Board of County Commissioners, acting by the Chair of said Board, this 10 day of Nov. 2020 (herein the "Effective Date").

Signed, sealed and delivered in the presence of:

ATTEST:

[Signature]  
Scott Ellis, Clerk

COUNTY:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

APPROVED AS TO FORM:

[Signature] 10/27/2020  
Assistant County Attorney

By:

[Signature]  
Bryan Andrew Lober, Chair

As approved by the Board on 11/10/2020  
Agenda Item #: F.6.

WITNESSES

[Signature]  
Name:  
[Signature]  
Name:

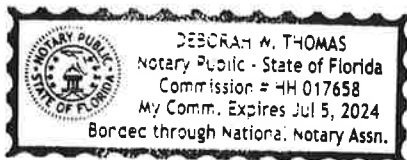
STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 10 day of November, 2020 by Bryan Andrew Lober, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public

[Notary Seal]



DEBORAH W. THOMAS

Name typed, printed or stamped

My Commission Expires: 7/5/2024

## Exhibit A

### Description of Parcel E

A parcel of land lying in Section 33, Township 25 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the southeast corner of Section 5, Township 26 South, Range 36 East; thence N00 48'40" W, along the east line of said Section 5 a distance of 3,294.26 feet; thence S57 07'59"E a distance of 252.35 feet; thence N00 48'40"W a distance of 1,105.68 feet to the point of curvature of a curve concave to the southwest having a radius of 1,775.00 feet; thence northwesterly along the arc of said curve through a central angle of 23 30'00" and an arc distance of 697.04 feet to a point of tangency; thence N23 18'40"W a distance of 545.70 feet to a point of curvature of a curve concave to the southeast having a radius of 1,015.00 feet; thence northeasterly along the arc of said curve through a central angle of 81 53'33" and an arc distance of 1,450.73 feet to a point of reverse curve of a curve concave to the northwest having a radius of 875.00 feet; thence northerly along the arc of said curve through a central angle of 58 51'25" and an arc distance of 898.84 feet to a point of tangency; thence N00 16'32"W a distance of 301.98 feet to the POINT OF BEGINNING of the herein described Parcel E; thence continue N00 16'32"W a distance of 270.00 feet; thence N89 43'28"E a distance of 355.00 feet; thence S00 16'32"E a distance of 270.00 feet; thence S89 43'28"W a distance of 355.00 feet to the POINT OF BEGINNING, containing 2.20 acres more or less.

EXHIBIT "B"

LEGAL DESCRIPTION OF THE DRAINAGE PARCELS

PARCEL D:

A parcel of land lying in Section 5 and 4 and Township 26 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the southeast corner of said Section 5; thence N00°48'40"W, along the east line of said Section 5, a distance of 3294.26 feet; thence S57°07'59"E, a distance of 252.35 feet; thence N00°48'40"W, a distance of 1105.68 feet, to a point of curvature of a curve concave to the Southwest, having a radius of 1775.00 feet; thence northwesterly along the arc of said curve through a central angle of 05°39'29", an arc distance of 175.28 feet, to the POINT OF BEGINNING of the herein described Parcel D; thence continue along said curve having a radius of 1775.00 feet; thence northwesterly along the arc of said curve, through a central angle of 16°32'06", an arc distance of 326.37 feet; thence N89°11'20"E, a distance of 649.47 feet; thence S12°46'11"E, a distance of 327.10 feet; thence S89°11'20"W, a distance of 655.98 feet, to the POINT OF BEGINNING, containing 4.76 acres more or less.

PARCEL E:

A parcel of land lying in Section 33, Township 25 South, Range 36 East Brevard County, Florida, being more particularly described as follows:

Commence at the southeast corner of Section 5, Township 26 South, Range 36 East; thence N00°48'40"W, along the east line of said Section 5, a distance of 3294.26 feet; thence S57°07'59"E, a distance of 252.35 feet; thence N00°48'40"W, a distance of 1105.68 feet, to the point of curvature of a curve concave to the southwest, having a radius of 1775.00 feet; thence northwesterly along the arc of said curve through a central angle of 23°30'00", an arc distance of 697.04 feet, to a point of tangency; thence N23°18'40"W, a distance of 545.70 feet, to a point of curvature of a curve concave to the southeast, having a radius of 1015.00 feet; thence northeasterly along the arc of said curve through a central angle of 81°53'33", an arc distance of 1450.73 feet, to a point of reverse curve of a curve concave to the northwest, having a radius of 875.00 feet; thence northerly along the arc of said curve through a central angle of 58°51'25", an arc distance of 898.84 feet, to a point of tangency; thence N00°16'32"W, a distance of 301.98 feet, to the POINT OF BEGINNING of the herein described Parcel E; thence continue N00°16'32"W, a distance of 270.00 feet; thence N89°43'28"E, a distance of 355.00 feet; thence S00°16'32"E, a distance of 270.00 feet; thence S89°43'28"W, a distance of 355.00 feet, to the POINT OF BEGINNING, containing 2.20 acres more or less.

PARCEL F:

A parcel of land lying in Section 32, Township 25 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the northeast corner of Section 29, Township 25 South, Range 36 East; thence S89°20'44"W, along the north line of said Section 29, a distance of 1353.09 feet, to a point lying on the east line of an existing 200.00 foot wide right-of-way as described in Official Records Book 1094, Page 523 of the Public Records of Brevard County, Florida; thence S00°10'56"E, along said east line, a distance of 136.38 feet, to a point lying on the south end of said right-of-way; thence S89°49'04"W, along the south end of said right-of-way, a distance of 175.00 feet; thence S00°10'56"E, a distance of 1805.43 feet, to the point of curvature of a curve concave to the northeast, having a radius of 2795.00 feet; thence southeasterly along the arc of said curve through a central angle of 21°05'36", an arc distance of 1028.97 feet, to a point of tangency; thence S21°16'32"E, a distance of 638.11 feet, to a point of curvature of a curve concave to the southwest, having a radius of 2171.17 feet; thence southerly along the arc of said curve through a central angle of 20°15'52", an arc distance of 767.90 feet, to a point of tangency; thence S01°00'40"E, a distance of 612.19 feet, to a point of curvature of a curve concave to the northwest, having a radius of 1275.00 feet; thence southeasterly along the arc of said curve, through a central angle of 41°53'22", an arc distance of 932.16 feet, to a point of tangency; thence S42°54'02"E, a distance of 7.48 feet, to the POINT OF BEGINNING of the herein described Parcel F; thence continue S42°54'02"E, a distance of 430.60 feet; thence S89°05'58"W, a distance of 831.65 feet; thence N00°54'02"W, a distance of 320.00 feet; thence N89°05'58"E, a distance of 543.52 feet, to the POINT OF BEGINNING, containing 5.05 acres more or less.

UNSUITABLE  
FOR  
MICROFILM

BK3417PG3728

## LOCATION MAP

**Section 33, Township 25 South, Range 36 East - District 4**

**PROPERTY LOCATION:** South of Viera Boulevard, west of Interstate 95 along the east side of Lake Andrew Drive in Viera

OWNERS NAME: The Viera Company

