

Meeting Date
September 4, 2014



AGENDA	
Section	Consent
Item No.	II A

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Amendment to Revocable License Agreement Granted to ValleyCrest Landscape Development for Landscape Material Storage Sites at County-owned Parcels and Landscape Material Delivery to a County-owned Parcel (D2)
DEPT/OFFICE:	Natural Resources Management Department (NRM)

Requested Action:

It is requested that the Board of County Commissioners approve the attached License Agreement Amendment and authorize the Chairman to execute the Amendment in favor of Brevard County substantially in the form of the attached draft and subject to final language approval by the County Attorney's Office, Risk Management, and ValleyCrest Landscape Development.

Summary Explanation & Background:

ValleyCrest Landscape Development (VLD) was contracted to complete improvements to Highway 520 median and interchange landscaping in accordance with DOT permit FM#427400-1-58-01. On January 29, 2013, the Board executed a License Agreement allowing VLD the utilization of a laydown area in close proximity to the project to store trees and shrubs until they were installed. The agreement allowed VLD the continued use of 0.64 acres at the Fortenberry stormwater project through July, 2013.

On September 17, 2013, the Board authorized and executed an Agreement Modification and Extension with an additional laydown area and time extension. The desired and agreeable County-owned secondary location at the Griffis Landing site is depicted in Exhibit B of the Agreement. In exchange for the additional time and location, VLD agreed to provide increased quantities of landscape materials to be drop-shipped as mutually agreed to the County-owned parcel in Exhibit B. This exchange provided for: 1) completion of the Department of Transportation (DOT) safety and beautification project for the Highway 520 corridor, 2) offset of future costs associated with the landscaping of the County-owned parcel, and 3) continuity of landscaping palette between DOT-controlled right-of-way and County-owned land, look and feel for this critical tourism corridor.

The current amendment is at the County's request and will provide for an extension to the delivery date for the specified plant materials obligated to the County under the present agreement. The amendment will extend the material delivery timeline from its current date of September 17, 2014, until not later than March 31, 2015.

Fiscal Impact: FY 12-13 – No Net Impact
FY 13-14 – No Net Impact

Name: Ernest N. Brown, Natural Resources Management Department

Phone: (321) 633-2016

Clerk to the Board instruction:

Exhibits Attached: Draft License Agreement with Attachment A

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

County Manager

Stockton Whitten

Assistant County Manager

Mel Scott

Department Director / Extension

Ernest N. Brown/X52439



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

September 5, 2014

MEMORANDUM

TO: Ernie Brown, Natural Resources Management Director

RE: Item II.A., License Agreement Amendment with ValleyCrest Landscape Development for Landscape Material Storage and Delivery Sites at County Owned Parcels


The Board of County Commissioners, in regular session on September 4, 2014, executed License Agreement Amendment with ValleyCrest Landscape Development for landscape material storage and delivery sites at County owned parcels. Enclosed is original and executed copy of License Agreement Amendment.

Upon execution by ValleyCrest Landscape Development, please return the fully-executed License Agreement Amendment to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

for 
Tammy Etheridge, Deputy Clerk

/ds

Encls. (2)

cc: Contracts Administration
Finance
Budget

**BREVARD COUNTY FLORIDA
AMENDMENT TO REVOCABLE LICENSE AGREEMENT
GRANTED TO VALLEYCREST LANDSCAPE DEVELOPMENT**

This amendment to that certain Revocable Agreement (Agreement) dated September 17, 2013, between Brevard County through its Board of County Commissioners (hereafter called "Licensor") and Valleycrest Landscape Development, Inc. a California Corporation (hereafter called "Licensee") is made between the Licensor and Licensee this 16TH day of SEPTEMBER 2014:

RECITALS

WHEREAS, the Licensee and Licensor entered into a revocable agreement dated September 17, 2013, providing permission for the Licensee to access and stockpile landscape material at sites designated by the Licensor in exchange for providing the Licensor plant materials designated in the referenced agreement and modification with extension, included here as Attachment A; and

WHEREAS, the Licensor in coordination with the Licensee is desirous of extending the delivery date of specified plan materials until such time as the final planting locations have been prepared and the weather is appropriate for planting; and

NOW THEREFORE, for value received and in consideration of the following promises, covenants and conditions, the parties hereto agree as follows:

1. **Recitals.** The parties hereby acknowledge that the recitals set forth above are true and correct and the same are hereby incorporated by reference herein.
2. **Deletion and Replacement of Section 2.** Section 2 of the Agreement, as it currently exists, is declared deleted, repealed, null, void and unenforceable by either Party. A new Section 2 in the Agreement is hereby substituted for the existing Section 2 as follows:

Section 2. License. The Licensor hereby grants the Licensee, a non-exclusive, personal and revocable license (hereinafter the "License") on the Storage Sites solely for the purpose of stockpiling landscape materials to complete Highway 520 median and intersection landscaping as approved by the Department of Transportation permit FM #

427400-1-58-01. Licensee is only permitted access to and use of the areas depicted on Exhibit A as Storage Site A and if unavailable, Storage Site B on Exhibit B. Further, the Licensor hereby grants the Licensee, a second non-exclusive, personal and revocable License solely for the delivery of plant material on Exhibit B in accordance with a plant schedule approved by the Director of Natural Resources Management Department and attached heretofore as Exhibit "C". Delivery date shall be arranged 90 days prior by both parties and shall be scheduled for no later than March 31, 2015. The Licensee is responsible for delivery of the scheduled plant materials to the parcel identified as Exhibit B - Receiving Site. The Licensee is not responsible for installation, maintenance or warranty of the plant materials. The Licensee shall not knowingly permit use of either License by other persons, unless approved in writing in advance by the Director of the Natural Resources Management Department. As a condition of this Agreement, Licensee is obligated to repair and restore any damage to Storage Sites and Receiving Site caused by trucks or equipment. Licensee further agrees to replace or repair the silt fencing along the service road and stockpile area on the Storage Sites, which is required for erosion control.

3. **Ratification of Remainder of the Agreement.** All other terms and conditions of the Agreement not modified by this amendment are hereby ratified and confirmed in full and shall remain in full force and effect between the parties.
4. **Conflicting Provisions.** To the extent of any conflict between this amendment and other terms of the Agreement, the terms of this amendment shall be deemed to supersede the conflicting terms and provisions in the Agreement.
5. **Effective Date.** This amendment shall be deemed to take effect upon the latest date a party executes the amendment.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

ValleyCrest Landscape Development

By: 
Ron Claassen,
Assistant Branch Manager


Witness


Witness

Attest:

By: 
Scott Ellis, Clerk

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**


Mary Bolin Lewis, Chairman
Brevard County Commission

Reviewed for form and legal content:


Christine Lepore
Assistant County Attorney

As approved by the Board: 9/4/14
Agenda Item # 11.A.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

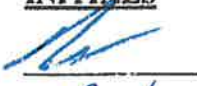


SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: ValleyCrest Landscape Development, Inc. (VLD)	
2. Fund/Account #:	Division Name: Natural Resources Management Dept
4. Contract Description: Amend revocable License Agreement granted to VLD	
5. Contract Monitor: Matt Culver	6. Mail Stop #: 81
7. Dept./Office Director: Ernest Brown	8. Contract Type: Agreement
ACTION DATE:	ACTION REQUIREMENT:

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<u>8/21/14</u>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<u>9/2/14</u>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<u>8/22/14</u>

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

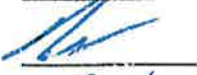


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	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<u>8/2/14</u>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<u>9/2/14</u>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<u>8/22/14</u>

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**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM



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	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<u>8/21/14</u>
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<u>8/22/14</u>

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BREVARD COUNTY
CLERK OF THE BOARD
1000 W. US HWY 1
PALM BAY, FL 32909
407.329.3100



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

Telephone: (321) 637-2001
Fax: (321) 264-6872

September 18, 2013

RECEIVED
SEP 24 2013
BREVARD COUNTY
NATURAL RESOURCES MGT.

MEMORANDUM

TO: Ernie Brown, Natural Resources Management Director Attn: Amanda Elmore

RE: Item III.A.2., License Agreement Modification and Extension, Department of Transportation (DOT) for Permit FM#427400-1-58-01, with ValleyCrest Landscape Development, Inc. for Landscape Material Storage Site at the Fortenberry Stormwater Project and Landscape Installation on County-Owned Parcel

The Board of County Commissioners, in regular session on September 17, 2013, executed License Agreement with ValleyCrest Landscape Development for landscape material storage site at the Fortenberry Stormwater Project and Landscape installation on County-owned parcel. Enclosed is the original License Agreement.

Upon execution by ValleyCrest Landscape Development, Inc., please return the original License Agreement to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

Encl. (1)

RECEIVED
OCT 24 2013
BREVARD COUNTY
NATURAL RESOURCES MGT.

**BREVARD COUNTY, FLORIDA
REVOCABLE LICENSE AGREEMENT
GRANTED TO VALLEYCREST LANDSCAPE DEVELOPMENT**

THIS LICENSE AGREEMENT (hereafter called "Agreement") is granted this 17th day of September, 2013, by Brevard County, Florida, a political subdivision of the State of Florida, acting by and through the Board of County Commissioners which is its governing body (hereafter called "Licensor"), to VALLEYCREST LANDSCAPE DEVELOPMENT, INC. a California Corporation (hereafter called "Licensee"), authorized to do business in the State of Florida.

RECITALS

WHEREAS, the Licensee, a corporation existing under and by virtue of the laws of the State of Florida, and duly qualified to transact business within the State of Florida, has applied to the County for permission, to use a portion of the property described in Exhibit "A", attached hereto, made part hereof, and hereinafter referred to as "Storage Site A", for the purpose stockpiling landscape materials to include trees and shrubs; and

WHEREAS, the County agrees to grant a non-exclusive right and privilege to the Licensee, its agents and contractors, to access over the existing service road and stockpile area depicted on Exhibit "A", which shall be maintained in satisfactory operating condition; and

WHEREAS, The Licensee desires additional time and locational opportunities for laydown area and County projects may conflict with the usage of the Storage Site A depicted on Exhibit "A", the Licensee will be afforded the use of stockpile area as depicted on Exhibit "B", hereafter referred to as "Storage Site B", which shall be maintained in satisfactory operating condition; and

WHEREAS, in exchange for granting this License, the Licensee will provide plant material delivered to the County-owned parcel also depicted on Exhibit "B", hereafter referred to as the "Receiving Site".

NOW, THEREFORE, for value received and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The recitals set forth above are true and correct and are incorporated into and made a part of this license agreement by reference.
2. License. The Licensor hereby grants the Licensee, a non-exclusive, personal and revocable license (hereinafter the "License") on the Storage Sites solely for the purpose of stockpiling landscape materials to complete Highway 520 median and intersection

Attachment A

landscaping as approved by the Department of Transportation permit FM # 427400-1-58-01. Licensee is only permitted access to and use of the areas depicted on Exhibit A as Storage Site A and if unavailable, Storage Site B on Exhibit B. Further, the Licensor hereby grants the Licensee, a second non-exclusive, personal and revocable License solely for the delivery of plant material on Exhibit Bin accordance with a plant schedule approved by the Director of Natural Resources Management Department and attached heretofore as Exhibit "C". Delivery date shall be arranged 90 days prior by both parties and shall be within one year of agreement execution. Licensee shall not knowingly permit use of either License by other persons, unless approved in writing in advance by the Director of the Natural Resources Management Department. As a condition of this Agreement, Licensee is obligated to repair and restore any damage to Storage Sites and Receiving Site caused by trucks or equipment. Licensee further agrees to replace or repair the silt fencing along the service road and stockpile area on the Storage Sites, which is required for erosion control.

3. **Access.** Access to the Storage Sites is secured. Licensor and Licensee shall coordinate secured access to the Storage Site.
4. **Signage.** All existing signs to remain. Any existing signs damaged by the Licensee during construction, shall be replaced by the Licensee at no cost to the Licensor.
5. **Substitutions and changes.** All substitutions and changes shall be approved in writing by the Licensor prior to installation. Any discrepancies between plans, site and specifications shall be brought to the immediate attention of Licensor.
6. **Permits.** Licensee shall be responsible for obtaining all applicable permits that may be necessary unless otherwise directed.
7. **Plant Material Quality:** All plant material, except palm trees, shall be Florida No.1 or better as established by "Grades and Standards for Nursery Plants" of the State of Florida, Department of Agriculture. All palm trees shall be Florida Fancy as established by "Grades and Standards for Nursery Plants" of the State of Florida, Department of Agriculture.
8. **Removal of Property:** Upon termination or expiration of this Agreement, all personal property placed on the premises by Licensee, shall be removed by Licensee, at its sole cost and expense, within ten (10) days after the termination or expiration of this Agreement. Licensee's failure to remove said items within the within ten (10) days time period shall constitute abandonment, all rights there to shall be considered forfeited, and all remaining personal property shall be considered Licensor property without any further action. In addition, Licensee shall restore the premises to substantially the same or better condition it was upon the effective date of this Agreement.

Attachment A

9. **Storage Site Term.** Authorization to access the Storage Site shall expire on January 31, 2014. In the event that additional time is necessary to complete work associated with the Department of Transportation permit FM #427400-1-58-01, the Director of Natural Resources and Management Department (NRMD) may approve up to three (3) additional, one month extensions prior to the expiration of the license term if an extension would not conflict with other onsite operations and the County is appropriately compensated with plant material and or installation/guarantee at the Receiving Site.
10. **Revocation.** This License may be revoked or terminated by the Licensor before expiration of the term, if, in the sole discretion of the Licensor, the Licensee's continued use of the property violates any applicable law or regulation, a condition of this Agreement, or causes interference with Licensor's management of its property.
11. **No Recording.** This License shall not be recorded in the official records of Brevard County, Florida by either party.
12. **No Interest in the Property.** This License is the grant of a personal right to the Licensee. This License shall not be construed to create any real property interest in the Licensor's Property.
13. **Assignment.** This License may not be assigned, transferred or devised to any other person, corporation, partnership or entity.
14. **Indemnification.** Licensee agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless Licensor from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability, arising from, out of, or caused by: Licensee's, its officers', employees', agents', or contractors', negligent or intentional acts, errors, omissions in the operation, maintenance, construction, repair or other use contemplated herein of the service road and stockpile area, except to the extent of negligence or wanton misconduct of Licensor. The indemnification provided above shall obligate Licensee to defend at its own expense or to provide for such defense, at the option of Licensor, as the case may be, any and all claims of liability and all suits and actions of every name and description that are brought against Licensor resulting under this Agreement. In all events, Licensor shall be permitted to approve legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are not greater than a rate deemed reasonable in Brevard County, Florida.
15. **Insurance and Security for Performance.** The Licensee shall secure, maintain and provide certification of all insurance coverage in the amounts, kinds and form required by Brevard County prior to commencement of any work in the County's property.
16. **All notices shall be sent to the County or the Licensee at the addresses indicated below.** The Licensee shall notify the County's Director of Business License of any change of address within ten (10) working days of such occurrence. Failure to provide

Attachment A

notification, and any resulting delay in receipt of notice, shall not excuse the Licensee from any obligation imposed by this Agreement.

COUNTY

Director of Natural Resources
Management Department
2725 Judge Fran Jamieson Way
Viera, Florida 32940
(321) 633-2016

LICENSEE

ValleyCrest Landscape Development
320 N. Mission Road
Orlando, Florida 32811
(352) 429-1103

17. **Acceptance.** This License Agreement constitutes the entire agreement between the Licensor and the Licensee and supersedes all prior arrangements and understandings whether written or oral relative to the subject matters thereof. Except as otherwise specifically set forth in this Agreement, neither party makes any representation or warranty, express or implied, statutory or otherwise to the other. This Agreement may not be amended or modified except by a written instrument executed by both parties.
18. **Venue and Governing Law.** Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury. This License Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.
19. **Counterparts.** This License Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. The parties agree that executed counterparts may be transmitted by facsimile machine and that such counterparts shall be treated as originally executed instruments. Each party undertakes to provide the other with a copy of the original Agreement bearing actual original signatures and initials within a reasonable period of time following execution of this Agreement.

Attachment A

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.



Witness



Witness

ValleyCrest Landscape Development
By: 

Ron Claassen,
Assistant Branch Manager

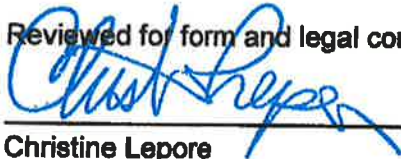
Attest:



By: Scott Ellis, Clerk

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS


Andy Anderson, Chairman
Brevard County Commission

Reviewed for form and legal content:


Christine Lepore
Assistant County Attorney

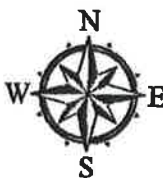
As approved by the Board: 9/17/13
Agenda Item # _____



**Exhibit A
Stockpile Area**



Approximate 0.64 Acre Stockpile Area



Due to the nature of map scale, accuracy of source data, precision and spatial and non-spatial data integration, this map may not reflect current and/or accurate conditions.



EXHIBIT A – STORAGE SITE LEGAL DESCRIPTION

LEGAL DESCRIPTION

PARCEL "A" (TAX ACCOUNT NUMBERS 2427985, 2427987, 2441773 AND 2428004)

PARCEL ONE

PROPERTY DESCRIBED AS A PARCEL OF LAND LYING IN THE SOUTHWEST ¼ AND IN GOVERNMENT LOT 4, OF SECTION 36, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA; THENCE N88°51'09"E, ALONG THE SOUTH LINE OF SAID SECTION 36, FOR A DISTANCE OF 850.01 FEET, TO THE POINT OF BEGINNING, BEING THE EAST LINE OF OFFICIAL RECORDS BOOK 573, PAGE 482 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N00°33'17"W, FOR A DISTANCE OF 97.24 FEET TO THE SOUTHERLY LINE OF OFFICIAL RECORDS BOOK 3482, PAGE 2026 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY LINE THE NEXT NINE (9) COURSES, N88°51'01"E, FOR A DISTANCE OF 50.99 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°24'10", FOR AN ARC DISTANCE OF 22.43 FEET, TO A POINT OF TANGENCY; THENCE N37°25'44"E, FOR A DISTANCE OF 17.08 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°41'18", FOR AN ARC DISTANCE OF 19.50 FEET, TO A POINT OF TANGENCY; THENCE N82°06'13"E, FOR A DISTANCE OF 55.39 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°56'17", FOR AN ARC DISTANCE OF 15.68 FEET TO A POINT OF TANGENCY; THENCE N46°10'58"E, FOR A DISTANCE OF 119.45 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 10.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°31'39", FOR AN ARC DISTANCE OF 7.42 FEET TO A POINT OF TANGENCY; THENCE N88°40'28"E, FOR A DISTANCE OF 171.93 FEET, TO THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 3462, PAGE 2026; THENCE N00°34'07"W, ALONG THE SAID EAST LINE FOR A DISTANCE OF 361.38 FEET; THENCE CONTINUE ALONG SAID EAST LINE, N06°11'58"E, FOR A DISTANCE OF 233.52 FEET, TO THE NORTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 3462, PAGE 2026, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF OFFICIAL RECORDS BOOK 3441, PAGE 4873 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID POINT BEING 10.38 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE SAID SOUTHWEST ¼

EXHIBIT A – STORAGE SITE LEGAL DESCRIPTION

OF SECTION 36; THENCE N00°34'01"W, ALONG THE SAID EAST LINE OF OFFICIAL RECORDS BOOK 3441, PAGE 4873 AND 10.38 FEET WEST OF AND PARALLEL WITH THE SAID EAST LINE OF THE SOUTHWEST ¼, FOR A DISTANCE OF 438.11 FEET, TO THE SOUTH LINE OF THE NORTH 62.00 FEET, OF THE SAID SOUTHWEST ¼, THENCE N89°10'22"E, ALONG THE SAID SOUTH LINE OF THE NORTH 62.00 FEET FOR A DISTANCE OF 10.38 FEET, TO THE EAST LINE OF THE SAID SOUTHWEST ¼ OF THE SECTION 36; THENCE N00°34'01"W, ALONG THE SAID EAST LINE FOR A DISTANCE OF 62.00 FEET, TO THE NORTHEAST CORNER OF THE SAID SOUTHWEST ¼ (ALSO THE NORTHWEST CORNER OF GOVERNMENT LOT 4 OF SAID SECTION 36); THENCE N89°10'22"E ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 4, ALSO BEING THE SOUTH LINE OF A 50 FOOT DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1812, PAGE 589 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, FOR A DISTANCE OF 1558 FEET, MORE OR LESS, TO THE WATERS OF NEW FOUND HARBOR, THENCE ALONG THE WATERS OF NEW FOUND HARBOR SOUTHEASTERLY, FOR A DISTANCE OF 1267.3 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4; THENCE S88°50'20"W, ALONG THE SAID SOUTH LINE, FOR A DISTANCE OF 1999.1 FEET, MORE OR LESS TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL DEED RESTRICTIONS, EASEMENTS AND RIGHTS OF WAY OF RECORD. LESS AND EXCEPT THOSE LANDS LYING UNDER THE WATER OF NEW FOUND HARBOR. LOCATED APPROXIMATELY, 450 FEET SOUTH OF FORTENBERRY ROAD AND SYKES CREEK PKWY. INTERSECTION.

PARCEL TWO

A PORTION OF SECTION 36, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 36; THENCE N. 89°09'48" E., ALONG THE NORTH LINE OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 36, FOR A DISTANCE OF 450.00 FEET, TO A POINT ON THE EAST LINE OF THE WEST 450.00 FEET OF SAID SECTION 36; THENCE S. 00°33'33" E., ALONG THE SAID EAST LINE, FOR A DISTANCE OF 14.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 14.00 FEET OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 36; THENCE N. 89°09'48" E., ALONG SAID SOUTH LINE FOR A DISTANCE OF 695.71 FEET; THENCE N. 67°12'06" E, FOR A DISTANCE OF 51.81 FEET TO A POINT ON THE WEST LINE OF THE EAST 126.00 FEET OF THE SW 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE N. 00°34'07" W., ALONG SAID WEST LINE FOR A DISTANCE OF 456.55 FEET TO A POINT ON AN ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 602.96 FEET, SAID POINT BEARS S. 11°31'33" W., FROM THE CENTER OF SAID CURVE, ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF FORTENBERRY ROAD, A 60 FOOT RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1103, PAGE 0172, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID RIGHT-OF-WAY LINE AND

EXHIBIT A – STORAGE SITE LEGAL DESCRIPTION

THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $12^{\circ}00'06''$ FOR A DISTANCE OF 126.30 FEET TO A POINT OF TANGENCY; THENCE N. $89^{\circ}31'17''$ E., ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 0.64 FEET TO A POINT ON THE EAST LINE OF THE SW 1/4 OF SAID SECTION 36; THENCE S. $00^{\circ}34'07''$ E., ALONG SAID EAST LINE FOR A DISTANCE OF 510.07 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 62.00 FEET OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 36; THENCE S. $89^{\circ}09'48''$ W., ALONG SAID SOUTH LINE FOR A DISTANCE OF 126.00 FEET TO A POINT ON THE SAID WEST LINE OF THE EAST 126.00 FEET OF THE SW 1/4 OF SECTION 36; THENCE N. $00^{\circ}34'07''$ W., ALONG THE SAID WEST LINE, FOR A DISTANCE OF 67.62 FEET, TO THE POINT OF BEGINNING.

AND

THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AS DESCRIBED IN OFFICIAL RECORDS BOOK 1450, PAGE 218, LESS AND EXCEPT LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2263, PAGE 1742 AND IN OFFICIAL RECORDS BOOK 3056, PAGE 2495, ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL "B" (TAX ACCOUNT NUMBER 2428001)

A PARCEL OF LAND LYING WITHIN SECTION 36, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 24 SOUTH, RANGE 36 EAST; THENCE N $88^{\circ}50'36''$ E, ALONG THE SOUTH LINE OF SAID SECTION 36, FOR A DISTANCE OF 850.01 FEET TO THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 573, PAGE 482 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE N $88^{\circ}50'20''$ E, 469.95 FEET TO THE INTERSECTION WITH THE EAST LINE OF SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE N $00^{\circ}34'07''$ W ALONG SAID EAST LINE A DISTANCE OF 1767.35 FEET TO THE SOUTH RIGHT OF WAY LINE OF FORTENBERRY ROAD (A 60 FOOT RIGHT OF WAY) AS RECORDED IN OFFICIAL RECORDS BOOK 1103, PAGE 0172 OF SAID PUBLIC RECORDS; THENCE N $89^{\circ}31'17''$ E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 550.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N $89^{\circ}31'17''$ E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 413.53 FEET; THENCE S $22^{\circ}07'04''$ W DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 145.99 FEET; THENCE S $00^{\circ}28'43''$ E, 48.97 FEET; THENCE S $29^{\circ}24'04''$ E, 294.68 FEET; THENCE S $89^{\circ}10'22''$ W, 367.98 FEET; THENCE N $00^{\circ}08'37''$ W, 349.00 FEET; THENCE N $55^{\circ}12'28''$ W, 164.40 FEET TO THE POINT OF BEGINNING.

Exhibit B – Receiving Site



EXHIBIT B - RECEIVING SITE LEGAL DESCRIPTION

LEGAL DESCRIPTION: SUBJECT PARCEL (AS PROVIDED)

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 24 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT AN IRON ROD MONUMENTING THE SOUTHWEST CORNER OF LOT 17, BLOCK "A" OF MAP NO. ONE, MERRITT WINTER HOME DEVELOPMENT, RECORDED IN PLAT BOOK 2, PAGE 55, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND RUN $S03^{\circ}28'07''E$, ALONG A RADIAL LINE, A DISTANCE OF 10.27 FEET TO A NAIL AND DISK ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 520 (AS DETERMINED BY FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, STATE JOB #70100, PROJECT #1124, DATED JUNE 1977), SAID POINT BEING ON AN 11,484.20 FOOT RADIUS CURVE TO THE LEFT; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF $05^{\circ}35'34''$, A DISTANCE OF 720.77 FEET TO AN IRON ROD; THENCE $N83^{\circ}51'28''W$, A DISTANCE OF 79.27 FEET TO A NAIL AND DISK SET IN AN EXISTING WOOD DOCK; THENCE CONTINUE $N08^{\circ}51'28''W$, A DISTANCE OF 2 FEET, MORE OR LESS AND INTO THE WATERS OF THE INDIAN RIVER; THENCE RETURN TO THE POINT OF BEGINNING AND RUN $N11^{\circ}28'42''W$, ALONG THE WESTERLY RIGHT OF WAY LINE OF MYRTICE AVENUE (FORMERLY KNOWN AS INDIAN RIVER BOULEVARD), A DISTANCE OF 87.27 FEET TO A NAIL AND DISK MONUMENTING THE NORTHEAST CORNER OF THE "CASINO LOT" (AS INDICATED ON THE SUBDIVISION RECORD PLAT OF MERRITT CITY SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 45 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE $S83^{\circ}22'47''W$, ALONG THE NORTH LINE OF SAID "CASINO LOT", A DISTANCE OF 21.75 FEET TO AN IRON ROD ON THE WESTERLY RIGHT OF WAY LINE OF MYRTICE AVENUE (A 40 FOOT WIDE RIGHT OF WAY); THENCE $N16^{\circ}21'00''W$, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 120.68 FEET TO A CONCRETE MONUMENT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 31, BLOCK 1 OF SAID MERRITT CITY SUBDIVISION; THENCE WEST, ALONG SAID WESTERLY EXTENSION OF THE NORTH LINE OF LOT 31, BLOCK 1, A DISTANCE OF 345 FEET, MORE OR LESS TO AND INTO THE WATERS OF THE INDIAN RIVER; THENCE SOUTHWESTERLY, MEANDERING SAID WATERS OF THE INDIAN RIVER, TO AN INTERSECTION WITH THE THIRD COURSE OF THIS DESCRIPTION.

EXHIBIT C

PLANT SCHEDULE			
Common Name	Scientific Name	Size	Qty
Live Oak	<i>Quercus virginiana</i>	12' HT 5' Spread, 2.5" cal	2
Sweet Bay	<i>Magnolia virginiana</i>	12' HT 5' Spread, 2.5" cal	3
Sea Grape - Tree Form	<i>Coccoloba uvifera</i>	8' HT 2' spread 1" cal	5
Royal Palm	<i>Roystonea regia</i>	10' CT	10
Silver Buttonwood - Tree Form	<i>Conocarpus erectus 'Sericeus'</i>	10' HT 3' spread 1.5" cal	19
Gumbo Limbo	<i>Bursera simaruba</i>	10' HT 3' spread 1.5" cal	6
Purple Muhly Grass	<i>Muhlenbergia capillaris</i>	3G	75
Perennial Peanut	<i>Arachis glabrata</i>	1G	45
Indian Hawthorne	<i>Raphiolepis india</i>	3G	58
Blue Nile Lily	<i>Agapanthus praecox</i>	1G	115
Sunshine Mimosa	<i>Mimosa strigillosa</i>	1G	177
Cordgrass	<i>Spartina bakerii</i>	3G	125
Firebush	<i>Hamelia patens</i>	3G	27



BOARD OF COUNTY COMMISSIONERS

Natural Resources Management Department
2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, Florida 32940

July 18, 2013

Mr. Ron Classen
Assistant Branch Manager
ValleyCrest Landscape Development
320 N. Mission Road
Orlando, Florida 32811

RE: EXTENSION - REVOCABLE LICENSE AGREEMENT FOR STORAGE SITE

Dear Mr. Claasen:

Pursuant to paragraph 12 of the attached executed agreement, the storage site term is extended for one month to August 28, 2013. The extension is conditioned upon providing additional landscape material, installed and guaranteed as agreed to previously in paragraphs 2, 5, 9, 10, and 13. The additional plant material will consist of four *Conocarpus erectus* 'Sericeus' trees and 210 three-gallon shrubs to be selected from the palette previously outlined in paragraph 2. Please respond indicating your acceptance of this exchange. Additional extensions may be considered at future date.

Sincerely,


Ernest N. Brown
Director

EB/ae

c: Amanda Elmore, Environmental Resources Program Manager, NRM
Matt Culver, Boating & Waterways Coordinator, NRM
Robbyn Spratt, Project Engineer, NRM
Scott Malta, Project Manager, ValleyCrest

Enclosure: Executed Agreement

Cocoa Expo - Permits Summary

Updated: 7/7/2014

Application No	Description of Work	Status
11BC09493	Demo batting cages, wood training structure, ticket booth, clubhouse, coaches dorm	100% completed
12BC02222	New (replacement) Concession stand #1	90% complete. Work in progress, inspections ongoing.
12BC02338	Stadium Alterations	90% complete. Work in progress, inspections ongoing
12BC02337	Existing Dorm Bldg alterations	90% complete. Work in progress, inspections ongoing.
12BC02414	Demo of existing gymnasium	100% complete
12BC02852	Interior demo work in existing dorm bldg.	100% complete
12BC04313	New Office Building	90% complete. Work in progress, inspections ongoing.
12BC04312	New Dorm Bldg	Permit ready to issue applicant notified 6/20/2013
12BC04309	New Concession Stand #2	50% complete. Work in progress, inspections ongoing.
12BC04306	New Gymnasium Bldg	Permit review in deficiency - deficiency letter sent 6/21/2013, waiting for applicant response
12BC04298	New Training Center Bldg	90% complete. Work in progress, inspections ongoing.
12BC05218	Stadium Façade	100% complete
12BC05219	Stadium Interior/exterior Demo work	100% completed
12BC06544	Demo of 4 mobile homes and septic	100% completed
12BC06774	Demo Mobile homes	100% completed
12BC06775	Demo Mobile homes.	Mobile home not demolished
12BC09211	20 dugouts and 10 backstops	75% complete Work in progress, inspections ongoing.