



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.11.

2/23/2021

Subject:

Approval, Re: Donation of Non-Exclusive Easement for Use and Access from St. Johns River Water Management District and the Board of Trustees of the Internal Improvement Fund of the State of Florida for Basin 2258 (Eagan Ranch) - Districts 3 & 5.

Fiscal Impact:

None

Dept/Office:

Public Works Department / Land Acquisition / Natural Resources Management Department

Requested Action:

It is requested that the Board of County Commissioners accept and authorize the Chair to execute the attached Non-Exclusive Easement for Use and Access.

Summary Explanation and Background:

The subject property is located in Section 34, Township 30 South, Range 37 East, on the east side of Babcock Street, near the Brevard County and Indian River County line.

The easement encompasses a portion of a roadside ditch already maintained by Brevard County. Acceptance of this easement will formally allow for completion of engineering and permitting services (via a continuing service consultant task order) and construction of improvements in the easement area. This treatment project for the Basin 2258 outfall is designed to reduce the amount of pollution entering the Indian River Lagoon from stormwater runoff and groundwater baseflow.

Paragraph 14. Waiver of Jury Trial puts any legal proceedings of any nature under this Easement before the Circuit Court of the Seventh Judicial Circuit in and for Putnam County, Florida. This is approximately a two-hour drive. By accepting this Easement, the Board of County Commissioners is agreeing to this provision.

St. Johns River Water Management District requests that the Board accept and authorize the Chair to sign before the District executes the easement. The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida has executed their portion. The District will record the fully executed easement in the public records of Brevard County.

The User Department approves this request.

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

Clerk to the Board Instructions:

Two signed originals of the Non-Exclusive Easement for Use and Access are needed: one for SJRWMD and one for Public Works Department. Upon execution by the Chair, Public Works Department will make arrangements to pick up the (2) two original executed Non-Exclusive Easement for Use and Access from the Clerk's office.



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

February 24, 2021

M E M O R A N D U M

TO: Marc Bernath, Public Works Director

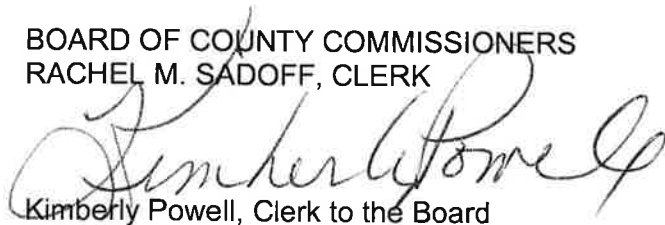
RE: Item F.11., Approval for Donation of Non-Exclusive Easement for the Use and Access from St. Johns River Water Management District (SJRWMD) and the Board of Trustees of the Internal Improvement Fund of the State of Florida for Basin 2258 (Eagan Ranch)

The Board of County Commissioners, in regular session on February 23, 2021, accepted and executed the Non-Exclusive Easement for Use and Access for Basin 2258 (Eagan Ranch) from SJRWMD and the Board of Trustees of the Internal Improvement Fund of the State of Florida. Enclosed are two fully-executed Easements.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK



Kimberly Powell, Clerk to the Board

Encl. (2)

cc: Natural Resources Management

**PREPARED BY and
PLEASE RETURN TO:**

Kris Davis, Esq., Assistant General Counsel
Office of General Counsel
St. Johns River Water Management District
4049 Reid Street/Highway 100 West
Palatka, Florida 32177

File: LRS LA# 1994-079-P2
ERP Item #1389913

SPACE ABOVE THIS LINE FOR RECORDING DATA

NON EXCLUSIVE EASEMENT FOR USE AND ACCESS

THIS EASEMENT is given this 19th day of January, 2020 (Effective Date), by **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, whose mailing address is 4049 Reid Street/Highway 100 West, Palatka, Florida 32177 (District) and by the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, whose mailing address is 3800 Commonwealth Blvd, MS 130, Tallahassee, FL, 32399-3000 (together known as Grantor), to **BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (Grantee). As used herein, the term Grantor shall include any and all successors or assigns of the Grantor, and all subsequent owners of the Property (as hereinafter defined) and the term Grantee shall include any employee, agent and contractor, successor or assignee of Grantee.

WITNESSETH

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

WHEREAS, Grantor has agreed to grant and convey to Grantee, a non-exclusive use and access easement over, on, upon, and across the Property more specifically described in Exhibit B attached hereto and by this reference made a part hereof (the Easement Area), for as long as the Easement Area is used for its intended purpose.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes an easement for and in favor of Grantee upon the property described on Exhibit B for as long as the Easement Area is used for its intended purpose.

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

1. Recitals. The recitals herein are true and correct and are hereby incorporated into and

made a part of this Easement.

2. Grant. Grantor does hereby grant, sell, and convey unto Grantee a nonexclusive use and access easement (the Easement) solely for the purposes of constructing, inspecting, maintaining, operating, repairing and removing a Water Quality Improvement Project within the existing stormwater ditch adjacent to Babcock Road more specifically described in Exhibit C (Project), and to provide vehicular ingress and egress to the Project site. Grantee shall have the right of ingress to and egress over and across the Easement Area, or as otherwise agreed to by the Parties for access to the Easement Area.

3. Termination/Expiration of Easement. In the event the Grantee fails to complete the construction within Five (5) years from the issuance of the regulatory permit authorizing Grantee's proposed Project, the Grantor may extend, in writing, the time period for construction of the Project to run concurrently with any extension to the regulatory permit granted by the District. If no extensions to the regulatory permit are granted, Grantee agrees the Easement and Grantee's rights in and to the Easement granted herein, shall immediately self-terminate, expire and be deemed null and void. If, at any time after completion of construction of the Project, the Grantee fails to actively operate and maintain the Project, or Grantee uses the Easement Area for any purpose not granted herein or not otherwise approved in writing by Grantor, the Easement shall immediately self-terminate, expire and be deemed null and void. For the purpose of this paragraph, "actively operate and maintain" means that the Project is functioning as designed and is being used for its intended purpose. In the event the Project is not actively operating, the Grantor shall provide written notice to the Grantee, and the Grantee shall have a period of six (6) months to correct any operational defects to avoid the Easement's self-termination.

Grantee shall notify Grantor as soon as practicable of any intent to abandon the Easement. Upon the abandonment, expiration or termination, Grantee shall either: (a) remove the any constructed materials with full reclamation of the Easement Area; or (b) with prior written consent from Grantor abandon the constructed materials in place in accordance with all applicable regulations and laws. Prior written consent shall not be unreasonably withheld or denied but may be conditioned upon Grantee providing a reclamation bond or other form of financial assurance to cover the costs of reclamation. The indemnity provisions hereof shall survive the expiration or termination of this Easement and shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provision of a valid insurance policy and shall inure to the benefit of Grantor and any successor and assignee of Grantor and shall be binding upon Grantee, its successors and assigns.

4. Reservation of Use by Grantor. This Easement is non-exclusive and the Grantor reserves to itself, its successors and assigns the right to utilize the Easement Property for any purpose which does not unreasonably interfere with the use of the Easement Property by Grantee for the purposes set forth herein. Each party shall use the rights granted and reserved by this Easement with due regard for the rights of the other parties to use and enjoy the Easement Property.

5. Successors and Assigns. The Easement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns,

and the benefit and burdens hereof shall run with the Easement Property for as long as the Easement area is used for its intended purpose.

6. Duration. This Easement shall remain in full force and effect for as long as the Easement area is used for its intended purpose unless terminated according to the provisions contained herein.

7. Modification. This Easement may be amended, altered, or released by written agreement between the parties hereto or their assigns or successors in interest, which shall be filed in the public records in Brevard County, Florida.

8. No Warranty of Title. GRANTOR MAKES NO CLAIMS, PROMISES, OR GUARANTEES ABOUT ITS TITLE TO THE EASEMENT AREA OR THE UNDERLYING LANDS AND NO WARRANTY OF ANY KIND, WHETHER IMPLIED, EXPRESSED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTY OF TITLE, IS GIVEN WITH RESPECT TO GRANTOR'S PURPORTED OWNERSHIP OF THE EASEMENT AREA OR THE UNDERLYING LANDS. GRANTEE SHALL CONDUCT A TITLE REVIEW TO DETERMINE IF THERE ARE ANY TITLE DEFECTS THAT WOULD AFFECT GRANTEE'S ABILITY TO USE THE EASEMENT AREA AS INTENDED AND THE RISK, COST, AND EXPENSE OF A TITLE FAILURE SHALL REST WITH GRANTEE.

MOREOVER, GRANTEE ACKNOWLEDGES AND AGREES THAT THE EASEMENT AREA IS ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION AS IS, WHERE IS, AND WITH ALL FAULTS, AND THAT NO PATENT OR LATENT PHYSICAL CONDITIONS, WHETHER OR NOT KNOWN OR DISCOVERED, SHALL AFFECT THE RIGHTS OF EITHER PARTY HERETO. TO THE BEST OF GRANTOR'S KNOWLEDGE, THERE ARE NO UNRECORDED ENCUMBRANCES OR TRANSFERS ON THE PROPERTY THAT GRANTEE HAS NOT BEEN MADE AWARE OF. HOWEVER, GRANTOR HAS NOT INSPECTED TITLE OR AVAILABLE RECORDS TO CONFIRM OR WARRANT TITLE.

9. Notice. Any notice required to be given shall be sufficient if it is in writing and sent via certified or registered mail, return receipt requested, postage prepaid to:

Grantor: St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
Attn: Director, Real Estate Services Program

Board of Trustees for The Internal Improvement Trust Fund
of the State of Florida
c/o Florida Department of Environmental Protection
3900 Commonwealth Blvd. MS 130
Tallahassee, FL 32399-3000
Attn: Chief, Bureau of Public Land Administration,
Division of State Lands

Grantee: Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way, Bldg. A, Room 219
Viera, Florida 32940
Attn: Natural Resources Management Department

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

11. Indemnification. To the extent permitted by F.S. 768.28, and without waiving its protections, Grantee shall defend, hold harmless, and indemnify Grantor from all claims, damages, losses, and/or expenses (including any reasonable attorneys' fees and costs) attributable to the Grantee's, its contractors, subcontractors, successors and assigns, negligent or intentional acts or omissions, or arising out of or resulting from the negligent performance of Grantee's obligations and operations under this Easement. Nothing contained herein shall constitute a waiver by any party of any applicable sovereign immunity as described under the provisions of Section 768.28, Florida Statutes. Nothing contained herein shall constitute a limit on any insurance coverage limits or amounts as set forth below. This provision is not intended to and shall not constitute an agreement by any party to assume liability for the acts or omissions of another.

12. Insurance. Contractor shall acquire and maintain until completion of the Project the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Project until the Grantor receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District and Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (Board of Trustees) as Additional Insureds. All required policies shall include: (1) endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09, or equivalent) against the District and Board of Trustees for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District and Board of Trustees no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District and Board of Trustees. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. District or Board of Trustees receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

(a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or

members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts.

(b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$500,000 for personal injury, bodily injury, and property damage, with an aggregate of \$1,000,000. Coverage shall include: (1) liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.

(c) **Automobile Liability.** Minimum limits of Florida Law.

13. **No Public Rights Created.** Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the Easement granted hereby.

14. **Waiver of Jury Trial; Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Easement, or arising out of any matter pertaining to this Easement, shall be submitted in accordance with Chapter 164, Florida Statutes, for trial, without jury, before the Circuit Court of the Seventh Judicial Circuit in and for Putnam County, Florida. If the Circuit Court does not have jurisdiction, the matter shall be submitted to the United States District Court for the Middle District of Florida (Jacksonville Division). If neither of such courts shall have jurisdiction, then submittal shall be before any other court sitting in Putnam County, Florida, having subject matter jurisdiction. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto, and expressly waive all rights to trial by jury regarding any such matter.

15. **Interpretation.** The Parties agree that the terms and provisions of this Easement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor of, or more strictly against, either Party. This Easement shall be binding upon Grantor and Grantee and inure to the benefit of their respective successors and assigns.

16. **Construction of Easement.** This Easement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Easement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Section headings are for convenience only and shall not be considered in construing this Easement.

17. **No Implied Waiver.** No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at Law, in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any and all of the foregoing rights, powers or remedies must be in writing.

18. Severability. Each paragraph, subparagraph, part, term and/or provision of this Easement shall be considered severable; and if, for any reason, any paragraph, term and/or provision is herein determined to be invalid or contrary to or in conflict with any existing or future law or regulation of a court or agency having valid jurisdiction, such shall not impair the operation or effect the remaining portions, paragraphs, terms and/or provisions of this Easement, and the latter will be given full force and effect and will bind the parties hereto; and said invalid paragraphs, terms and/or provisions shall be deemed not to be part of this Easement.

19. Counterparts. This Easement may be executed in counterparts; each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

20. Governing Law. This Easement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

Signed, sealed, and delivered
in the presence of:

Print name: _____

Print name: _____

(SEAL)

Legal Form and Content Approved:

By: _____
Kris Davis, Esq.
Office of General Counsel

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2019, by Douglas Burnett, as Chairman of the Governing Board of the St. Johns River Water Management District, on behalf of the District, who is personally known to me and who did not take an oath.

NOTARY PUBLIC, State of Florida
My Commission Expires: _____
My Commission No.: _____

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____, 2019, by _____, as Board Secretary of the St. Johns River Water Management District, on behalf of the District, who is personally known to me and who did not take an oath.

NOTARY PUBLIC, State of Florida
My Commission Expires: _____
My Commission No.: _____

Grantor:

**BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA**

Michelle Stevens
Print Name: Michelle Stevens

Kathy C. Griffin
Print Name: Kathy C. Griffin

By: [Signature]
Brad Richardson, Chief, Bureau of
Public Land Administration, Division of State
Lands, State of Florida Department of
Environmental Protection, as agent for and
on behalf of the Board of Trustees of the
Internal Improvement Trust Fund of the
State of Florida

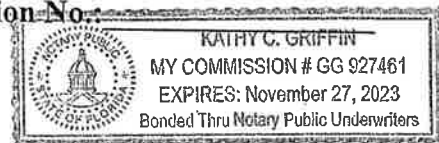
Legal Form and Content Approved:

By: [Signature]
Print Name: Gary L. Ballard
Its: Assistant Deputy General Counsel

**STATE OF FLORIDA
COUNTY OF LEON**

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of January, 2020, by Brad Richardson, as Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, who is personally known to me.


[Signature]
NOTARY PUBLIC, State of Florida
My Commission Expires: _____
My Commission No.: _____



Grantee:

**BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA**

ATTEST

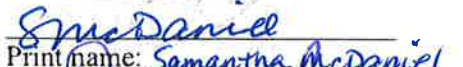
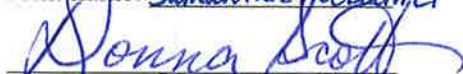

Rachel Sadoff, County Clerk

By: Its Board of County Commissioners

By:



Rita Pritchett, Chair

As approved by the Board on 2/23/2021.


Print name: Samantha McDaniel

Print name: Donna Scott

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me **by means of ~~XX~~ physical presence or ☐ online notarization**, this 23 day of February, 2021, by Rita Pritchett, as Chair of the Board of County Commissioners of Brevard County, Florida, on behalf of the Board of County Commissioners, who is personally known to me and who did not take an oath.


NOTARY PUBLIC, State of Florida
My Commission Expires: 7/5/2024
My Commission No.: HH 017658

Legal Form and Content Approved:

By: Christine M Schverak
Print Name: Christine M Schverak
(Assistant) County Attorney

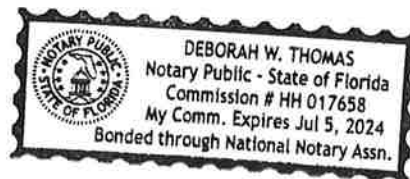


EXHIBIT A

Depiction of Egan Ranch Property

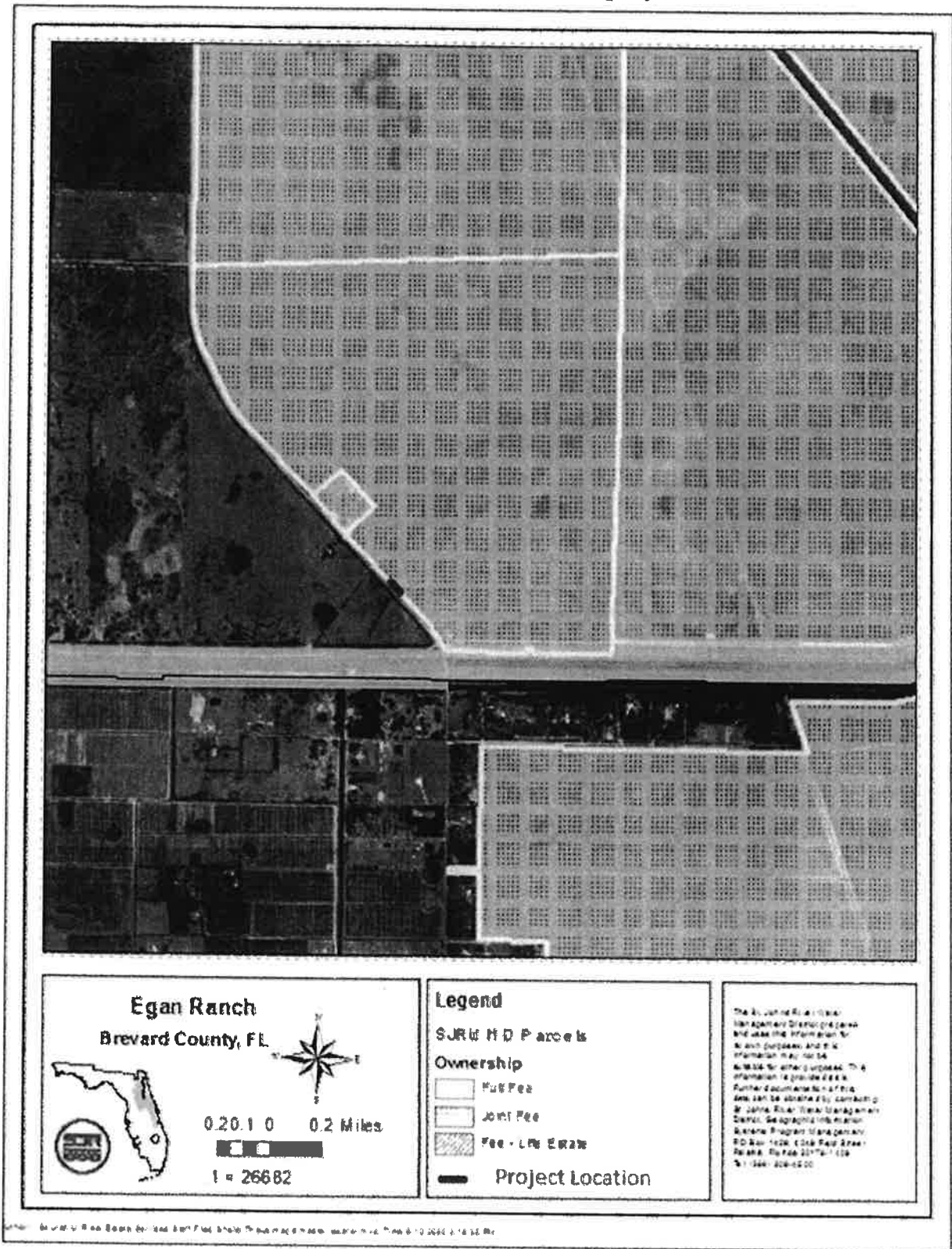


EXHIBIT B
Legal Description and Sketch of Easement Area and Access Easement

EXHIBIT C
Grant of Use in Easement Area:
Preliminary Plans of Brevard County Water Quality Project

Brevard County intends to construct a water quality improvement project consisting of a check dam to divert groundwater baseflow and flow from small rain events in the Babcock roadside ditch through a ditch bottom nutrient reducing bioreactor. This is a fully funded project with design, permitting, and construction phases only awaiting an easement. Upon design/permitting phase completion, site work is anticipated to be complete within 30 days of breaking ground. Equipment to be used in the construction of the project will include, but is not limited to, excavator(s), front loader(s), haul dump truck(s), and hand tools.

LEGAL DESCRIPTION PARCEL 801

EXHIBIT "B"

SECTION 34, TOWNSHIP 30 SOUTH, RANGE 37 EAST

PARENT PARCEL ID NUMBER: 30-37-34-00-1

SHEET 1 OF 2

PURPOSE OF SKETCH & DESCRIPTION: STORMWATER EASEMENT NOT VALID WITHOUT THE SKETCH OF SHEET 2 OF 2

LEGAL DESCRIPTION: PARCEL 801 STORMWATER EASEMENT, BY SURVEYOR

A PARCEL OF LAND LYING IN SECTION 34, TOWNSHIP 30 SOUTH, RANGE 37 EAST AND BEING A PART OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4476, PAGE 173 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

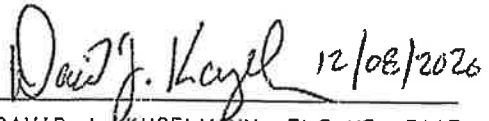
COMMENCE AT POINT OF INTERSECTION WITH BABCOCK STREET AND THE NORTH RIGHT OF WAY LINE OF C-54 CANAL AS DESCRIBED IN OFFICIAL RECORDS BOOK 880, PAGE 739 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND AS SHOWN ON THE CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT 54 RIGHT OF WAY AND TOPO MAP, DRAWING NO. C-54, DATED JANUARY 25, 1966, SAID POINT ALSO BEING ON CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1482.69 FEET AND A RADIAL BEARING OF N67°42'47"E; THENCE NORTHWESTERLY 533.30 FEET ALONG THE CURVED EAST RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 20°36'30" TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N42°53'43"W ALONG THE SAID EASTERLY RIGHT OF WAY, A DISTANCE OF 1058.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N42°53'43"W, ALONG SAID EASTERLY RIGHT OF WAY, A DISTANCE OF 150.00 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY N47°06'17"E, A DISTANCE OF 40.00 FEET; THENCE S42°53'43"E, A DISTANCE OF 150.00 FEET; THENCE S47°06'17"W, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.000 SQUARE FEET (0.138 ACRES) AND BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS DEPICTED HEREON ARE ASSUMED BEARINGS AND ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF BABCOCK STREET HAVING A ASSUMED BEARING OF N42°53'43"W.
3. THIS DESCRIPTION WAS PREPARED WITH THE BENEFIT OF THE NEW REVELATIONS, INC. OWNERSHIP AND ENCUMBRANCE REPORT, FILE NUMBER: 20-1521, DATED 9/23/2020. THERE ARE NO EASEMENTS AFFECTING OR ABUTTING THE PROPOSED EASEMENT.
4. SKETCH DOES NOT WARRANT TITLE.
5. THIS SKETCH WAS PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT (S) SHOWN HEREON; COPIES ARE VALID ONLY WHEN SIGNED, DATED AND EMBROSSED WITH THE SURVEYOR'S SEAL.

MAP OF LEGAL DESCRIPTION PREPARED FOR AND CERTIFIED TO:
THE BREVARD COUNTY BOARD OF COUNTY
COMMISSIONERS


DAVID J. KUGELMANN, PLS NO. 5117
NOT VALID UNLESS SIGNED AND SEALED

KUGELMANN LAND SURVEYING, INC.

30 NORTH TROPICAL TRAIL, SUITE B
MERRITT ISLAND, FLORIDA 32953
L.B. NO. 6575 - PHONE (321) 459-0930

DRAWN BY: DJK

CHECKED BY: KKW

DRAWING NO.
2019123ESMT.DGN

SECTION 34
TOWNSHIP 30 SOUTH

DATE: 1/20/2020

SHEET 1 OF 2

REVISIONS 11/23/2020

RANGE 37 EAST

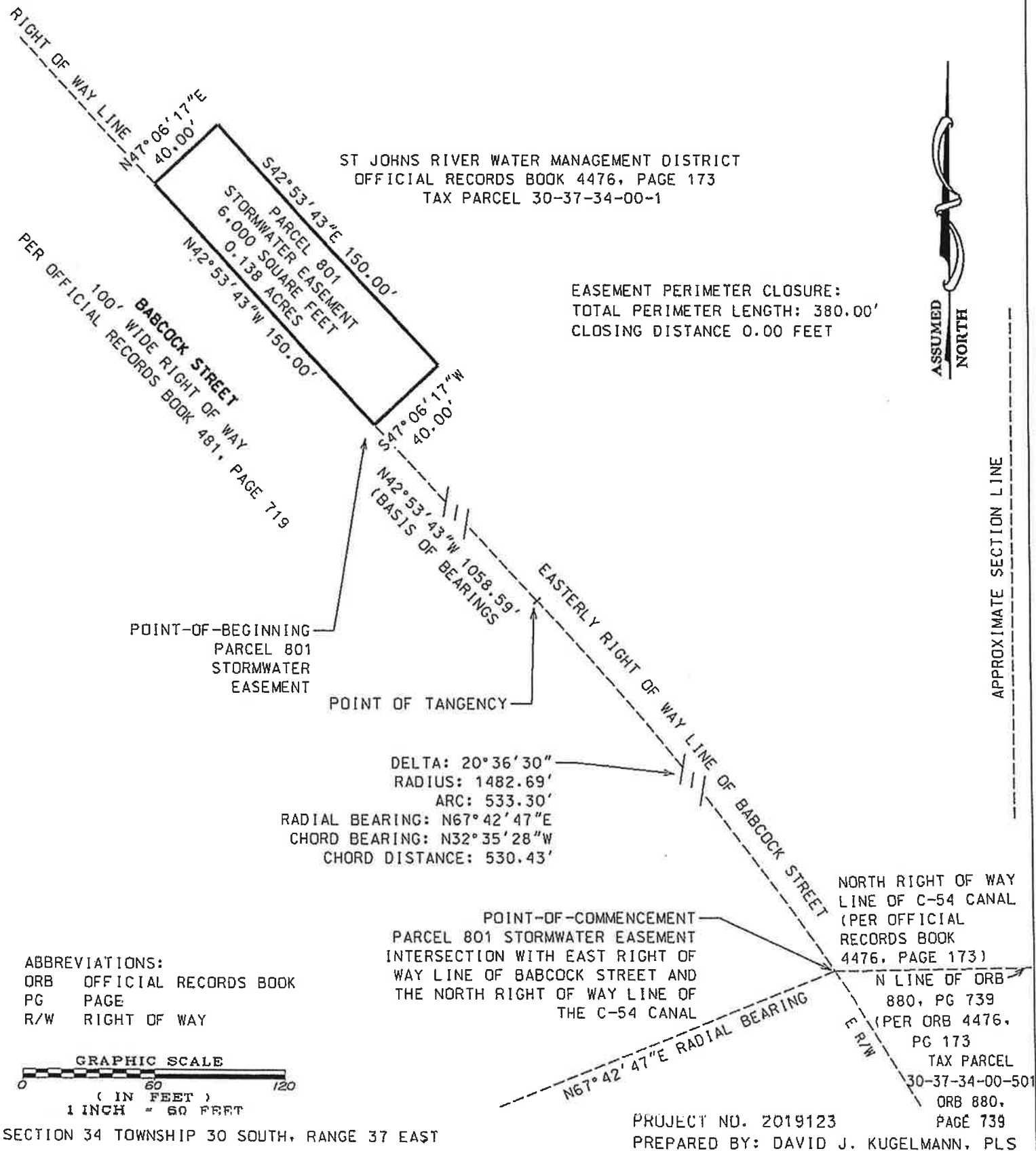
SKETCH OF DESCRIPTION PARCEL 801

EXHIBIT "B"

SECTION 34, TOWNSHIP 30 SOUTH, RANGE 37 EAST,
PARENT PARCEL ID NUMBER: 30-37-34-00-1
PURPOSE OF SKETCH & DESCRIPTION:
STORMWATER EASEMENT

SHEET 2 OF 2

NOT VALID WITHOUT THE LEGAL
DESCRIPTION ON SHEET 1 OF 2



LEGAL DESCRIPTION

PARCEL 802

EXHIBIT "B"

SECTION 34, TOWNSHIP 30 SOUTH, RANGE 37 EAST

SHEET 1 OF 2

PARENT PARCEL ID NUMBER: 30-37-34-00-1

PURPOSE OF SKETCH & DESCRIPTION: ACCESS EASEMENT

NOT VALID WITHOUT THE
SKETCH OF SHEET 2 OF 2

LEGAL DESCRIPTION: PARCEL 802 ACCESS EASEMENT, BY SURVEYOR

A PARCEL OF LAND LYING IN SECTION 34, TOWNSHIP 30 SOUTH, RANGE 37 EAST AND BEING A PART OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4476, PAGE 173 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF BABCOCK STREET, PER OFFICIAL RECORDS BOOK 481, PAGE 719 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND THE NORTH RIGHT OF WAY LINE OF C-54 CANAL AS DESCRIBED IN OFFICIAL RECORDS BOOK 4476, PAGE 173, REFERENCING THE C-54 CANAL AS DESCRIBED IN OFFICIAL RECORDS BOOK 880, PAGE 739 OF THE SAID PUBLIC RECORDS, AND AS SHOWN ON THE CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT 54 RIGHT OF WAY AND TOPO MAP, DRAWING NO. C-54, DATED JANUARY 25, 1966. SAID POINT ALSO BEING ON A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1482.69 FEET AND A RADIAL BEARING OF N67°42'47"E; THENCE NORTHWESTERLY 533.30 FEET ALONG THE CURVED EAST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 20°36'30" TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N42°53'43"W ALONG THE SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1208.59 FEET; THENCE, DEPARTING SAID EASTERLY RIGHT OF WAY, N47°06'17"E, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N47°06'17"E, A DISTANCE OF 50.00 FEET; THENCE S42°53'43"E, A DISTANCE OF 1723.30 FEET; THENCE S47°06'17"W, A DISTANCE OF 182.21 FEET TO THE SAID EASTERLY RIGHT OF WAY LINE OF BABCOCK STREET, SAID POINT ALSO BEING ON A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1482.69 FEET AND A RADIAL BEARING OF N67°25'03"E; THENCE NORTHWESTERLY 52.98 FEET ALONG THE CURVED EAST RIGHT OF WAY THROUGH A CENTRAL ANGLE OF 2°02'50"; THENCE DEPARTING SAID CURVE N47°06'17"E, A DISTANCE OF 114.71 FEET; THENCE N42°53'43"W, A DISTANCE OF 1673.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 92329.69 SQUARE FEET (2.120 ACRES) AND BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS DEPICTED HEREON ARE ASSUMED BEARINGS AND ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF BABCOCK STREET HAVING A ASSUMED BEARING OF N42°53'43"W.
3. THIS DESCRIPTION WAS PREPARED WITH THE BENEFIT OF THE NEW REVELATIONS, INC. OWNERSHIP AND ENCUMBRANCE REPORT, FILE NUMBER: 20-1521, DATED 9/23/2020. THERE ARE NO EASEMENTS AFFECTING OR ABUTTING THE PROPOSED EASEMENT.
4. SKETCH DOES NOT WARRANT TITLE.
5. THIS SKETCH WAS PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT (S) SHOWN HEREON; COPIES ARE VALID ONLY WHEN SIGNED, DATED AND EMBROSSED WITH THE SURVEYOR'S SEAL.

MAP OF LEGAL DESCRIPTION PREPARED FOR AND CERTIFIED TO:
THE BREVARD COUNTY BOARD OF COUNTY
COMMISSIONERS

David J. Kugelmann 12/08/2020
DAVID J. KUGELMANN, PLS NO. 5117
NOT VALID UNLESS SIGNED AND SEALED

KUGELMANN LAND SURVEYING, INC.

30 NORTH TROPICAL TRAIL, SUITE B
MERRITT ISLAND, FLORIDA 32953
L.B. NO. 6575 - PHONE (321) 459-0930

DRAWN BY: DJKCHECKED BY: KKW

DRAWING NO.

2019123ESMT2.DGNSECTION 34TOWNSHIP 30 SOUTHDATE: 1/20/2020SHEET 1 OF 2REVISIONS 11/23/2020RANGE 37 EAST

SKETCH OF DESCRIPTION PARCEL 802

EXHIBIT "B"

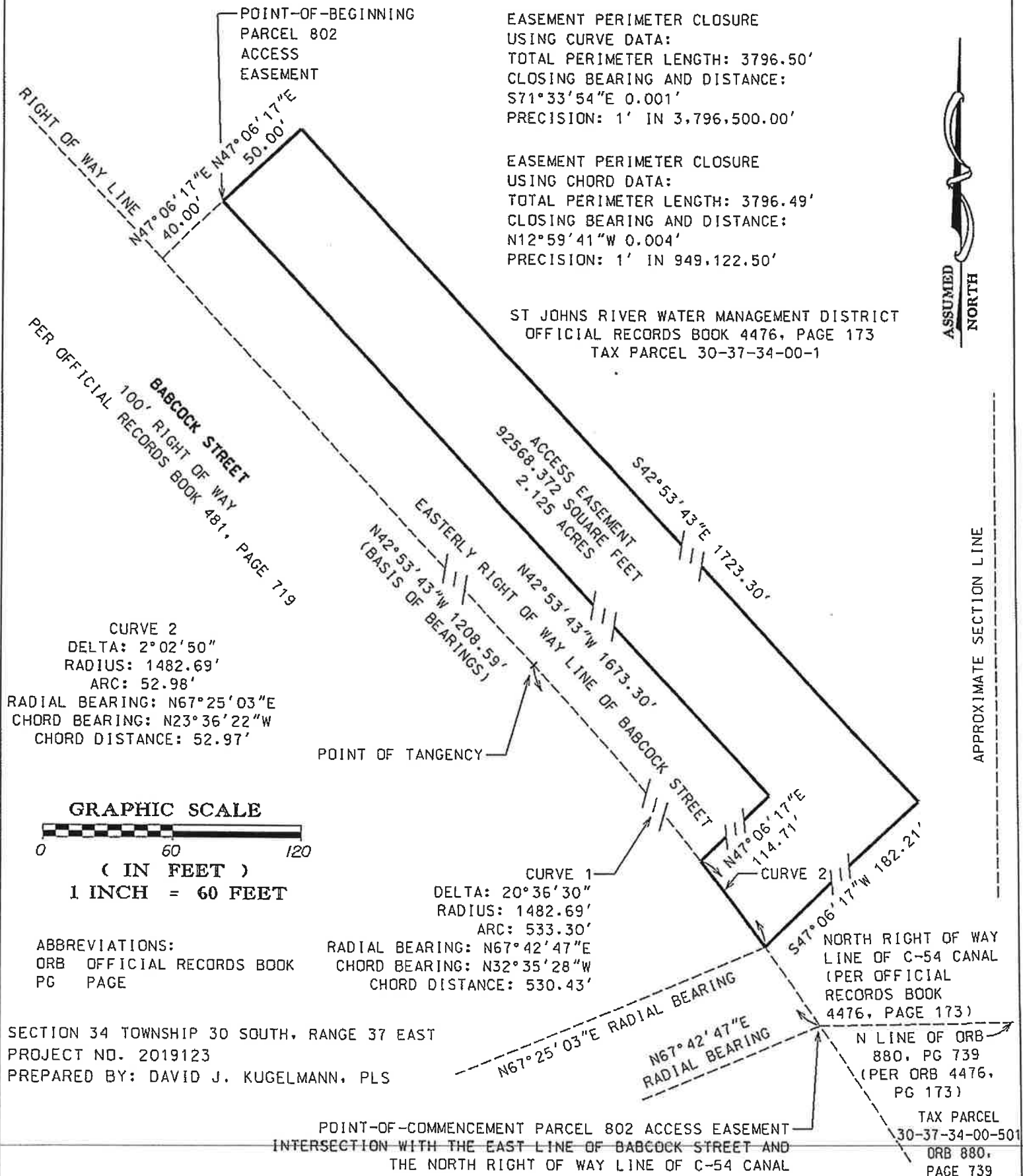
SECTION 34, TOWNSHIP 30 SOUTH, RANGE 37 EAST,

SHEET 2 OF 2

PARENT PARCEL ID NUMBER: 30-37-34-00-1

PURPOSE OF SKETCH & DESCRIPTION: ACCESS EASEMENT

NOT VALID WITHOUT THE LEGAL DESCRIPTION ON SHEET 1 OF 2

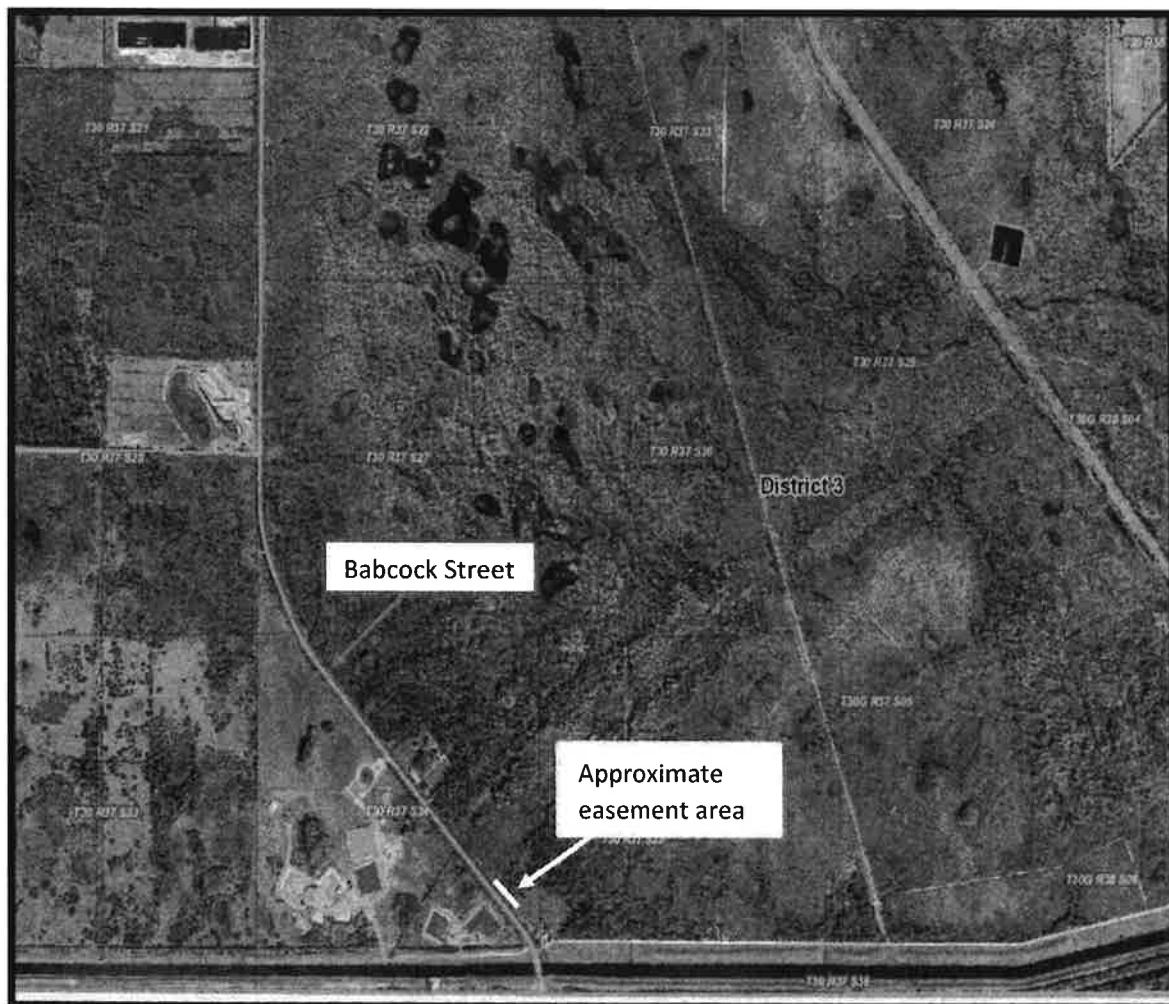


LOCATION MAP

Section 34, Township 30 South, Range 37 East - District 3

PROPERTY LOCATION: East side of Babcock Street

OWNERS NAME: Board of Trustees of the Internal Improvement Trust Fund of the State of Florida



BOARD OF COUNTY COMMISSIONERS


AGENDA REVIEW SHEET

AGENDA: Non Exclusive Easement for Use and Access for Basin
2258-Eagan Ranch – Districts 3 & 5.

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lucy Hamelers, Land Acquisition Specialist

CONTACT PHONE: 321-350-8336 extension 58336

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor	 _____	_____	<u>2-1-2021</u>
COUNTY ATTORNEY Christine Schverak Assistant County Attorney	<u>cms</u> _____	_____	<u>2-9-2021</u>

*approved subject to comments in email dated 2/9/2021