

Meeting Date
March 20, 2018



AGENDA	
Section	Consent
Item No.	IL.A.6

**AGENDA REPORT**  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval Re: Waterline & Ingress/Egress Easement Agreement in favor of the City of Cocoa for the Expansion of the Space Coast Stadium-United States Specialty Sports Association (USSSA) - District 4 (Fiscal Impact: None)
DEPT/OFFICE:	Public Works Department / Land Acquisition Section / Facilities Services

Requested Action:

It is requested that the Board of County Commissioners: 1) approve and authorize the Chair to execute a Waterline & Ingress/Egress Easement Agreement, 2) adopt and authorize the Chair to execute a Resolution, and 3) approve and authorize the Chair to execute the Bill of Sale in favor of the City of Cocoa

Summary Explanation & Background:

The subject property is located in Section 32, Township 25, Range 36.

The proposed Waterline and Ingress/Egress Easement Agreement is to provide access across Brevard County and the Viera Development Corporation jointly owned property for maintenance of waterline facilities that will be located on the site of the Space Coast Specialty Sports Association (USSSA).

As required by Florida Statute 125.38, conveyance of real property interest by the County requires the Board of County Commissioners to approve and authorize conveyance of the easement, adopt a Resolution, and execute a Bill of Sale. The waterline and ingress/egress easement has already been executed by the Viera Development Corporation.

Land Acquisition Policies and Procedures require approval by the Board of County Commissioners for all conveyance of interest in County owned property and approval of the Resolution.

Fiscal Impact: FY 2017-2018: No impact  
**FY 2018-2019: No impact**

Clerk to the Board Instructions: Return original executed Waterline and Ingress/Egress Easement Agreement, original executed Resolution, and original executed Bill of Sale to the Department

Exhibits Attached: Original Waterline & Ingress/Egress Easement Agreement with Exhibits A and B, original Resolution with Exhibits A and B, Bill of Sale with Exhibit A, Location Map, Property Fact Sheet

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

County Manager Frank Abbate	Assistant County Manager John P. Denninghoff	Department Director / Extension Andrew J. Holmes, PE / 57202 
	Interim Assistant County Manager Jim Liesenfelt	

**BOARD OF COUNTY COMMISSIONERS**

AGENDA: APPROVAL OF A WATER LINE INGRESS/EGRESS EASEMENT  
AGREEMENT, RESOLUTION AND BILL OF SALE IN FAVOR OF THE  
CITY OF COCOA FOR THE EXPANSION OF THE SPACE COAST  
STADIUM-USSSA - DISTRICT 4

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION

AGENCY CONTACT: BLAISE M. MANCINI, LAND ACQUISITION SPECIALIST

CONTACT PHONE: 321-690-6847(52886)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Daniel P. Jones, Supervisor		_____	3/20/18
DEPUTY COUNTY ATTORNEY Eden Bentley	See attached	_____	3/1/18
PUBLIC WORKS Andrew J. Holmes, P.E, Director	_____	_____	_____

AGENDA DUE DATE: March 6, 2018 for the March 20, 2018 Board Meeting

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

**PLEASE CALL DEBBIE CRUZ AT 690-6847 (5-6847) WHEN READY TO BE PICKED UP.**

**THANK YOU.**

**BOARD OF COUNTY COMMISSIONERS**

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**REVIEW**

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Daniel P. Jones, Supervisor		_____	<u>2/26/18</u>
DEPUTY COUNTY ATTORNEY Eden Bentley <i>As to former Public Works</i>		_____	<u>3/1/18</u>
PUBLIC WORKS Andrew J. Holmes, P.E, Director	_____	_____	_____

AGENDA DUE DATE: March 6, 2018 for the March 20, 2018 Board Meeting

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

PLEASE CALL DEBBIE CRUZ AT 690-6847 (5-6847) WHEN READY TO BE PICKED UP.

THANK YOU.



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

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

March 21, 2018

MEMORANDUM

TO: Andrew Holmes, Public Works Director

RE: Item II.A.6., Resolution and Waterline and Ingress/Egress Easement Agreement in Favor of the City of Cocoa for Expansion of the Space Coast Stadium, United States Specialty Sports Association (USSSA)

The Board of County Commissioners, in regular session on March 20, 2018, adopted Resolution No. 18-035; approved and authorized the Chair to execute the Waterline & Ingress/Egress Easement Agreement and sign the Bill of Sale in favor of the City of Cocoa. Enclosed are a fully-executed Resolution and Bill of Sale, and an executed Waterline & Ingress/Egress Easement Agreement.

**Upon execution by the City of Cocoa, please return a fully-executed Agreement to this office for inclusion in the official record.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

/kp

Encls. (3)

cc: Land Acquisition

RESOLUTION NO. 18-035

A RESOLUTION PURSUANT TO SECTION 125.38, FLORIDA STATUTES, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY INTEREST BY THE COUNTY.

**WHEREAS**, Brevard County, Florida, a political subdivision of the State of Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, hereafter known as County, is co-owner with Viera Development Corporation of certain real property described in Exhibit "A" and "B"; and

**WHEREAS**, the City of Cocoa, Florida, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter known as "City", needs a non-exclusive perpetual water line easement with full rights of ingress and egress for the purpose of maintaining related improvements and structures as stated herein on the property; and

**WHEREAS**, the improvements to be served will be part of the County's Facilities Services Department; and

**WHEREAS**, said Water line & Ingress/Egress Easement Agreement benefits the County and Viera Development Corporation and will not conflict with either the County's use or Viera Development Corporations' use of the servient property;

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Brevard County, Florida, that;

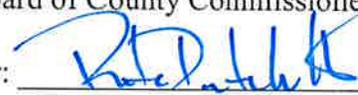
The County hereby agrees to convey its interest in a non-exclusive perpetual Water Line & Ingress/Egress Easement Agreement to the City of Cocoa for the purpose of installation, and maintenance of related improvements and structures with full rights of ingress and egress for the purposes stated herein. No payment or consideration shall be required.

Done ordered and adopted this 20, day of March, 2018.

Attest:

  
Scott Ellis, Clerk

Brevard County, Florida  
Board of County Commissioners

By:   
Rita Pritchett, Chair

As approved by the Board on 3/20/18  
Agenda Item # II.A.6

Prepared by and return to:  
Carie Shealy, City Clerk  
City of Cocoa  
351 Shearer Blvd.  
Cocoa, Florida 32922

CFN 2018081591, OR BK 8137 PAGE 2373,  
Recorded 04/12/2018 at 04:07 PM, Scott Ellis, Clerk of Courts,  
Brevard County  
# Pgs:9 CFN 2018097224, OR BK 8153 PAGE 473,  
Recorded 05/01/2018 at 02:27 PM, Scott Ellis, Clerk of Courts,  
Brevard County  
Doc D: \$0.70 # Pgs:13

Parcel ID. #(s): 25-36-32-00-753, 754, 756

**THIS WATER LINE & INGRESS/EGRESS EASEMENT AGREEMENT IS BEING RE-RECORDED TO INCLUDE EXHIBIT "B" AND EXHIBITS "A" AND "B" TO THE RESOLUTION 18-035 WHICH WERE INADVERTENTLY OMITTED.**

**WATER LINE & INGRESS/EGRESS EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** is made the last date signed below, by Brevard County, Florida, a political subdivision of the state of Florida, whose mailing address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, and Viera Development Corporation, whose mailing address is 7380 Murrell Road, Suite 201, Viera Florida, 32940, (hereinafter "**Grantor**") in favor of the **CITY OF COCOA**, a Florida municipal corporation, and having a mailing address of 65 Stone Street, Cocoa, Florida 32922 (hereinafter "**Grantee**").

**WITNESSETH:**

**WHEREAS, Grantor** is the developer of real property located within Brevard County, Florida; and

**WHEREAS, Grantor** has designed, permitted and constructed certain facilities for the provision of water to the Property, including water lines, water mains, pipes, service lines, tees, joints, and appurtenances (hereinafter "Water Line Facilities"), for which **Grantor** intends to convey ownership of such Water Line Facilities to **Grantee**; and

**WHEREAS, Grantee** requires a non-exclusive perpetual easement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of such facilities, as well as a non-exclusive perpetual easement for ingress and egress across **Grantor's** property in order to access and use the Water Line Easement as provided herein; and

**WHEREAS,** providing of Water Line Facilities to the Property constitutes a public purpose; and

**NOW, THEREFORE,** in consideration of the public purpose stated herein, and the mutual covenants, terms, and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated fully herein by this reference.

2. **Grant of Easement.** Grantor hereby voluntarily grants and conveys to Grantee, subject to any previous and duly recorded easements or grants of record, a perpetual non-exclusive water line easement over, under, through, and across the real property described in Exhibit "A", a copy of which is attached hereto and incorporated herein by this reference (hereinafter "Water Line Easement"); and a perpetual non-exclusive ingress and egress easement across the real property legally described in Exhibit "B", a copy of which is attached hereto and incorporated herein by this reference (hereinafter "Ingress/Egress Easement"), said easements shall be of the nature and character and to the extent hereinafter set forth.

3. **Purpose of Water Line Easement.** The Water Line Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the property within the Water Line Easement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of such water line facilities as may be reasonably and customarily necessary for Grantee to provide water service to the Property.

4. **Purpose of Ingress/Egress Easement.** The Ingress/Egress Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the property within the Ingress/Egress Easement to reasonably access its Water Line Facilities contained within the Water Line Easement for the purposes provided therein.

5. **Rights and Obligations of Grantee.** To accomplish the purpose stated above, and at Grantee's sole expense, the following rights are conveyed to Grantee by this Easement:

- (a) the right for Grantee to inspect, alter, improve, construct, repair, rebuild, relocate, and remove, connect to, disconnect from, and maintain the Water Line Facilities and related appurtenances within the Water Line Easement;
- (b) all other rights and privileges reasonably and customarily necessary or convenient for Grantee's safe and efficient operation, maintenance, and/or repair of the Water Line Facilities; including convenient and reasonable access to such facilities; and
- (c) for the enjoyment and use of said easements for the purposes described above.

In addition, Grantee agrees to and shall promptly restore, or cause to be restored; the surface and subsurface of the real property described herein to the condition said property was in prior to the performance of any construction, reconstruction, replacement, removal, enlargement, operation, inspection, maintenance, repair improvement, relocation or any other use or work contemplated by this Easement Agreement. Any such restoration shall be in a workman like manner acceptable to the Grantor. Grantee shall use its best efforts in its use of the easement areas to not interfere with use by Grantor, its tenants, guests and invitees of adjacent property owned by Grantor.

6. **Grantors Use of Easement.** Subject to and conditioned upon the provisions of Paragraph 3. and 4. of this Agreement, Grantor hereby reserves for itself the right to use the

easement areas; provided, however, that **Grantor's** use may not (i) violate any provision of this Easement Agreement, or (ii) unreasonably interfere with any of **Grantee's** easements, rights or interest under this Agreement. Notwithstanding anything to the contrary contained herein, Grantor shall not have the right to relocate the Water Line Easement on Grantor's property.

7. **Easements Run with the Land.** These easements shall remain a charge against the property. Therefore, these easements shall run with the land and be automatically assigned by any deed or other conveyance conveying the easement property, or a portion thereof, relating to these easements, even though the conveyance makes no reference to these easements as such.

8. **Recordation.** **Grantee** shall record this instrument in a timely fashion in the Official Records of Brevard County, Florida and may re-record it at any time as may be required to preserve its rights in this Easement.

9. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed as a waiver of the **Grantee's** right to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the **Grantee's** potential liability under state or federal law.

10. **Indemnification.** **Grantee** agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless **Grantor** from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability, arising from, out of, or caused by: **Grantee**, 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 Water Line Facilities, except to the extent of negligence or wanton misconduct of the **Grantor**.

The indemnification provided above shall obligate the **Grantee** to defend at its own expense or to provide for such defense, at the option of the **Grantor**, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the **Grantor** which may result under this Agreement. In all events, the **Grantor** shall be permitted to choose 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.

11. **Injunctive Relief.** The parties agree that, in the event of default, there may not be an adequate remedy at law, and therefore, it is agreed the parties shall be entitled to seek injunctive relief, including a mandatory injunction.

12. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in Brevard County, Florida. The parties agree that the Agreement was consummated in Brevard County, and the site of the easements is in Brevard County, Florida.

13. **Notice.** All notices, demands, requests, consents, approvals or other

communications (collectively, Notices) required or permitted to be given hereunder or which are given with respect to this Agreement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

**TO GRANTOR(S):**

Attention: Andrew J. Holmes, Public Works Director  
Public Works Department  
2725 Judge Fran Jamieson Way  
Viera, Florida 32940

Attention: Stephen L. Johnson, President  
Viera Development Corporation  
7380 Murrell Road, Suite #201  
Viera, Florida 32940

**TO GRANTEE:**

Attn: John A. Titkanich, Jr., City Manager  
City of Cocoa, Florida  
351 Shearer Blvd.  
Cocoa, FL 32922

or to such other address as such party shall have specified most recently by like Notice. The aforesaid attorneys for the parties hereto are hereby respectively authorized to give any Notice permitted under this Agreement. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

**14** **Modification.** This Easement shall only be modified by a written instrument executed by the parties hereto or any successor, assigns, heirs, or representatives thereto.

**15.** **Entire Agreement.** This Easement constitutes the full and entire agreement between the parties hereto and supersedes any oral or written prior communications between the parties related to the subject matter contained in this Easement. The laws of Florida shall govern this Easement.

**IN WITNESS WHEREOF, Grantor and Grantee** have set their respective hands on the day and year first below written.

WITNESSES:

Charlene R. Spangler  
Print Name: Charlene R. Spangler

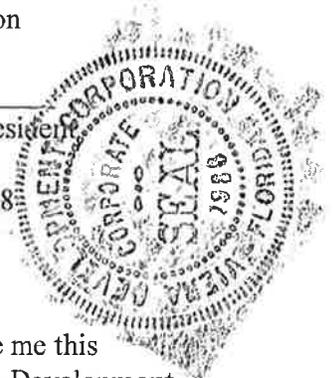
Sandra Patrick  
Print Name: SANDRA PATRICK

GRANTOR

Viera Development Corporation

[Signature]  
By: Stephen L. Johnson, as President

Date: Feb. 21, 2018



STATE OF FLORIDA, COUNTY OF BREVARD

I HEREBY certify that the foregoing instrument was acknowledged before me this 21<sup>st</sup> day of Feb., 2018, by Stephen L. Johnson, as President of the Viera Development Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.



Charlene R. Spangler  
Notary Public, State of Florida  
Print Name Charlene R. Spangler  
My commission expires: \_\_\_\_\_

ATTEST:

[Signature]  
Scott Ellis, Clerk

GRANTOR

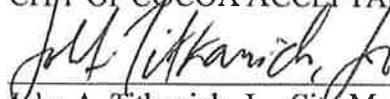
BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

[Signature]  
Rita Pritchett, Chair

Board Meeting Date 3/20/18  
Agenda Item # II.A.6

**GRANTEE**

CITY OF COCOA ACCEPTANCE

  
\_\_\_\_\_  
John A. Titkanich, Jr., City Manager

**STATE OF FLORIDA  
COUNTY OF BREVARD**

I HEREBY certify that the foregoing instrument was acknowledged before me this 11<sup>th</sup> day of April, 2018, by John A. Titkanich, Jr., as City Manager of the City of Cocoa, who is personally known to me, or who has produced \_\_\_\_\_ as identification.



Carie E. Shealy  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG102465  
Expires 8/30/2021

  
\_\_\_\_\_  
Notary Public, State of Florida  
Print Name CARIE E. SHEALY  
My commission expires: 8/30/2021

# LEGAL DESCRIPTION

## PARCEL 801

PARENT PARCEL ID#: 25-36-32-00-753, 754 & 756

### EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

PURPOSE: WATER UTILITY EASEMENT

### LEGAL DESCRIPTION: (PREPARED BY SURVEYOR)

A 15.00 FOOT WIDE STRIP OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST AND SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTH CORNER OF SOUTH SOLERNO COMMERCIAL CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 97-98, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND RUN SOUTHWESTERLY, ALONG THE ARC OF THE CURVED WESTERLY RIGHT-OF-WAY LINE OF STADIUM PARKWAY, A 150.00 FOOT WIDE PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3417, PAGE 3719, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THE FOLLOWING TWO (2) COURSES AND DISTANCES; (1) THENCE ALONG THE ARC OF SAID CURVED RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 725.00 FEET, A CENTRAL ANGLE OF 6°22'34", A CHORD LENGTH OF 80.64 FEET AND A CHORD BEARING OF S55°23'36"W, A DISTANCE OF 80.68 FEET TO A POINT OF REVERSE CURVATURE; (2) THENCE CONTINUING ALONG THE ARC OF SAID CURVED RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1165.00 FEET, A CENTRAL ANGLE OF 41°29'58", A CHORD LENGTH OF 825.48 FEET AND A CHORD BEARING OF S37°49'54"W, A DISTANCE OF 843.81 TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE N78°29'02"W, A DISTANCE OF 4.84 FEET; THENCE N38°12'07"W, A DISTANCE OF 18.30 FEET; THENCE N83°52'19"W, A DISTANCE OF 40.39 FEET; THENCE N87°59'34"W, A DISTANCE OF 144.61 FEET; THENCE N84°48'24"W, A DISTANCE OF 248.80 FEET; THENCE S49°46'00"W, A DISTANCE OF 90.96 FEET; THENCE S05°13'03"W, A DISTANCE OF 318.55 FEET; THENCE S48°01'58"W, A DISTANCE OF 9.73 FEET; THENCE S78°06'51"W, A DISTANCE OF 81.27 FEET; THENCE S35°20'32"W, A DISTANCE OF 8.66 FEET; THENCE S06°42'05"E, A DISTANCE OF 27.82 FEET; THENCE S02°36'12"W, A DISTANCE OF 39.66 FEET; THENCE S00°06'00"W, A DISTANCE OF 148.67 FEET; THENCE S24°07'50"E, A DISTANCE OF 36.87 FEET; THENCE S43°48'29"E, A DISTANCE OF 69.34 FEET; THENCE N89°51'27"E, A DISTANCE OF 175.26 FEET; THENCE S61°14'35"E, A DISTANCE OF 69.48 FEET; THENCE S18°04'52"E, A DISTANCE OF 39.17 FEET; THENCE N72°36'45"E, A DISTANCE OF 205.34 FEET; THENCE N58°59'19"E, A DISTANCE OF 53.75 FEET; THENCE N55°10'08"E, A DISTANCE OF 99.00 FEET; THENCE N61°34'27"E, A DISTANCE OF 56.52 FEET; THENCE N65°42'54"E, A DISTANCE OF 29.60 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID STADIUM PARKWAY AND THE END OF THIS CENTERLINE. SIDELINES TO BE LENGTHENED OR SHORTENED TO INTERSECT WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID STADIUM PARKWAY. CONTAINING 0.69 ACRES (30,249 S.F.), MORE OR LESS.

### SURVEYORS NOTES:

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

BEARING REFERENCE: ASSUMED BEARING OF S31°25'07"E ON THE SOUTHWEST LINE OF SOUTH SOLERNO COMMERCIAL CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 97-98, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

BASED UPON REVIEW OF THE FEBRUARY 2ND, 2018 OPINION OF TITLE PREPARED BY DEAN MEAD, ATTORNEYS AT LAW, FOR THAT CERTAIN REAL PROPERTY REFERRED TO A SPACE COAST STADIUM COMPLEX, THERE ARE NO EXISTING EASEMENTS AFFECTING TO OR ADJACENT TO THE WATER UTILITY EASEMENT DESCRIBED HEREIN.

PREPARED FOR AND CERTIFIED TO:

USSSA & BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

DRAWN BY: HAK/DR/LEH	CHECKED BY: LEH	PROJECT NO. 11297			SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST & SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 11/01/2017	DRAWING: 11297_101_001				

# SKETCH OF DESCRIPTION

## PARCEL 801

PARENT PARCEL ID# 25-36-32-00-753, 754 & 756

PURPOSE: WATER UTILITY EASEMENT

### ABBREVIATIONS

COR = CORNER  
 POB = POINT OF BEGINNING  
 POC = POINT OF COMMENCEMENT  
 PB = PLAT BOOK  
 PG = PAGE  
 R/W = RIGHT-OF-WAY  
 NTL = NON-TANGENT LINE  
 EOC = END OF CURVE

AL = ARC LENGTH  
 R = RADIUS  
 DEL = CENTRAL/Delta ANGLE  
 CB = CHORD BEARING  
 CH = CHORD LENGTH  
 C/L = CENTERLINE  
 BOC = BEGINNING OF CURVE  
 ORB = OFFICIAL RECORDS BOOK  
 PRC = POINT OF REVERSE CURVATURE

# EXHIBIT "A"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

**THIS IS NOT A SURVEY**

PARCEL ID  
 25-36-33-VE-B-1  
 LOT 1, BLOCK B  
 PB 57, PAGE 97-98

POC  
 SOUTH CORNER OF  
 SOUTH SOLERNO  
 COMMERCIAL CENTER  
 (PB 57, PG 97-98)

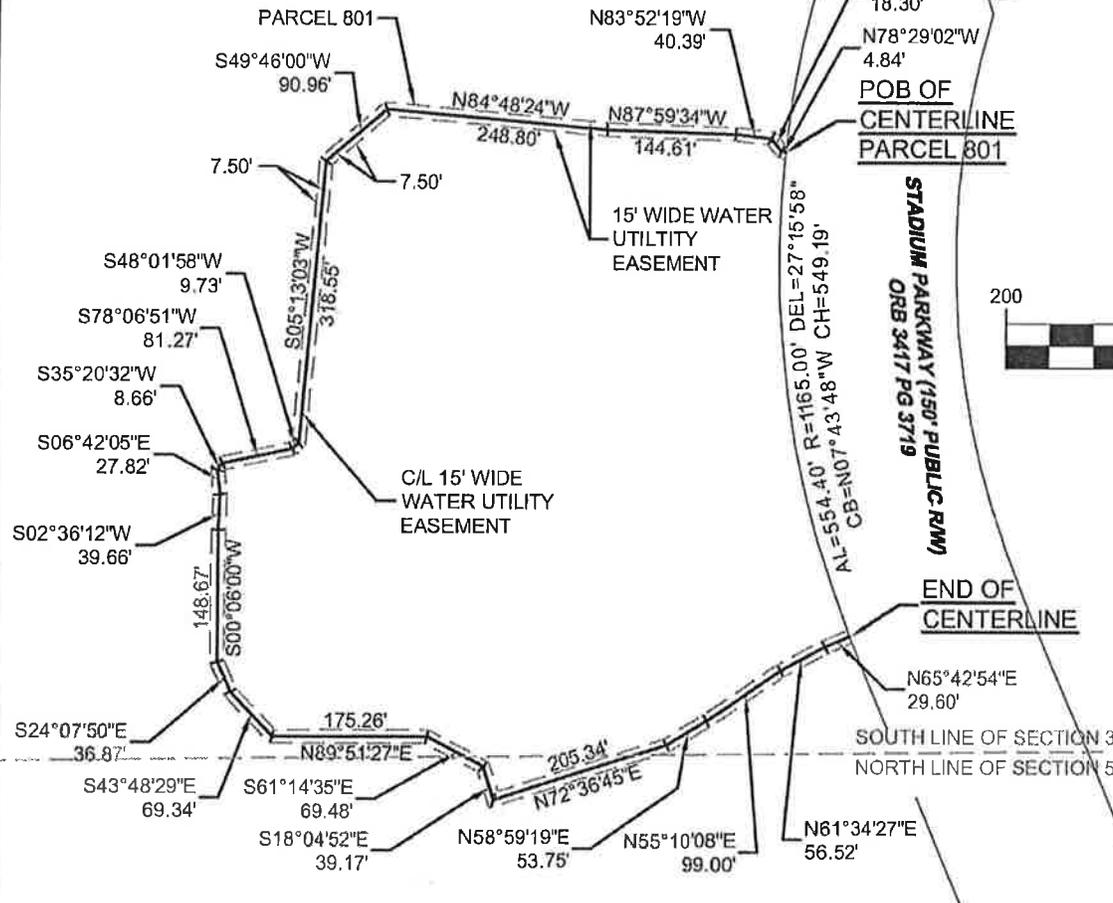
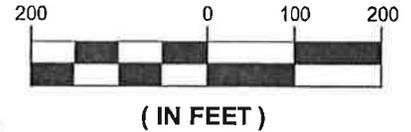
AL=80.68'  
 R=725.00'  
 DEL=6°22'34"  
 CB=S55°23'36"W  
 CH=80.64'

(BEARING REFERENCE)  
 S31°25'07"E 890.57'  
 PRC  
 AL=843.81' R=1185.00' DEL=41°29'58"  
 CB=S37°49'54"W CH=825.48'

WESTERLY R/W OF  
 STADIUM PARKWAY

N38°12'07"W  
 18.30'  
 N78°29'02"W  
 4.84'  
 POB OF  
 CENTERLINE  
 PARCEL 801

STADIUM PARKWAY (150' PUBLIC R/W)  
 ORB 3417 PG 3719



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

SCALE:  
 1 INCH = 200 FEET

PROJECT NO.:  
 11297

SECTION 32, TOWNSHIP  
 25 SOUTH, RANGE 36  
 EAST & SECTION 5,  
 TOWNSHIP 26 SOUTH,  
 RANGE 36 EAST

Exhibit "B"

Ingress / Egress / Access

The Grantor(s) hereby convey to the Grantee, their assigns, contractors, subcontractors, and/or representatives, the right to enter on, over, and across the property(s) referenced herein including that referenced as Exhibit "A" attached hereto and also those lands inclusive of the properties referenced by Brevard County Property Appraiser's Tax ID. #'s: Township 25, Range 36, Section 32, Subdivision #00, Parcel #'s 753, 754, and 756, all lying in Brevard County, Florida Ingress / Egress / Access shall be by way of any and all existing driveways and parking areas located on and about the herein described properties.

RESOLUTION NO. 18-035

A RESOLUTION PURSUANT TO SECTION 125.38, FLORIDA STATUTES, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY INTEREST BY THE COUNTY.

**WHEREAS**, Brevard County, Florida, a political subdivision of the State of Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, hereafter known as County, is co-owner with Viera Development Corporation of certain real property described in Exhibit "A" and "B"; and

**WHEREAS**, the City of Cocoa, Florida, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter known as "City", needs a non-exclusive perpetual water line easement with full rights of ingress and egress for the purpose of maintaining related improvements and structures as stated herein on the property; and

**WHEREAS**, the improvements to be served will be part of the County's Facilities Services Department; and

**WHEREAS**, said Water line & Ingress/Egress Easement Agreement benefits the County and Viera Development Corporation and will not conflict with either the County's use or Viera Development Corporations' use of the servient property;

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Brevard County, Florida, that;

The County hereby agrees to convey its interest in a non-exclusive perpetual Water Line & Ingress/Egress Easement Agreement to the City of Cocoa for the purpose of installation, and maintenance of related improvements and structures with full rights of ingress and egress for the purposes stated herein. No payment or consideration shall be required.

Done ordered and adopted this 20, day of March, 2018.

Attest:

  
Scott Ellis, Clerk

Brevard County, Florida  
Board of County Commissioners

By:   
Rita Pritchett, Chair

As approved by the Board on 3/20/18  
Agenda Item # II.A.6

# LEGAL DESCRIPTION

## PARCEL 801

PARENT PARCEL ID#: 25-38-32-00-753, 754 & 756

# EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

**THIS IS NOT A SURVEY**

PURPOSE: WATER UTILITY EASEMENT

### LEGAL DESCRIPTION: (PREPARED BY SURVEYOR)

A 15.00 FOOT WIDE STRIP OF LAND LAYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST AND SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTH CORNER OF SOUTH SOLERNO COMMERCIAL CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 97-98, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND RUN SOUTHWESTERLY, ALONG THE ARC OF THE CURVED WESTERLY RIGHT-OF-WAY LINE OF STADIUM PARKWAY, A 150.00 FOOT WIDE PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3417, PAGE 3719, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) THENCE ALONG THE ARC OF SAID CURVED RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 725.00 FEET, A CENTRAL ANGLE OF 6°22'34", A CHORD LENGTH OF 80.64 FEET AND A CHORD BEARING OF S35°23'36"W), A DISTANCE OF 80.68 FEET TO A POINT OF REVERSE CURVATURE; (2) THENCE CONTINUING ALONG THE ARC OF SAID CURVED RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1165.00 FEET, A CENTRAL ANGLE OF 4°29'58", A CHORD LENGTH OF 825.48 FEET AND A CHORD BEARING OF S37°49'54"W), A DISTANCE OF 843.81 TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE N78°29'02"W, A DISTANCE OF 4.84 FEET; THENCE N38°12'07"W, A DISTANCE OF 18.30 FEET; THENCE N83°52'19"W, A DISTANCE OF 40.39 FEET; THENCE N87°59'34"W, A DISTANCE OF 144.61 FEET; THENCE N84°48'24"W, A DISTANCE OF 248.80 FEET; THENCE S49°46'00"W, A DISTANCE OF 90.96 FEET; THENCE S05°13'03"W, A DISTANCE OF 318.55 FEET; THENCE S48°01'58"W, A DISTANCE OF 9.73 FEET; THENCE S78°06'51"W, A DISTANCE OF 81.27 FEET; THENCE S35°20'32"W, A DISTANCE OF 8.66 FEET; THENCE S06°42'06"E, A DISTANCE OF 27.82 FEET; THENCE S02°36'12"W, A DISTANCE OF 39.65 FEET; THENCE S00°06'00"W, A DISTANCE OF 148.67 FEET; THENCE S24°07'50"E, A DISTANCE OF 38.67 FEET; THENCE S43°48'29"E, A DISTANCE OF 69.34 FEET; THENCE N89°51'27"E, A DISTANCE OF 176.26 FEET; THENCE S81°14'36"E, A DISTANCE OF 69.48 FEET; THENCE S18°04'52"E, A DISTANCE OF 39.17 FEET; THENCE N72°36'48"E, A DISTANCE OF 205.34 FEET; THENCE N68°59'19"E, A DISTANCE OF 53.75 FEET; THENCE N55°10'09"E, A DISTANCE OF 99.00 FEET; THENCE N61°34'27"E, A DISTANCE OF 56.52 FEET; THENCE N65°42'54"E, A DISTANCE OF 29.60 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID STADIUM PARKWAY AND THE END OF THIS CENTERLINE. SIDELINES TO BE LENGTHENED OR SHORTENED TO INTERSECT WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID STADIUM PARKWAY, CONTAINING 0.69 ACRES (30,249 S.F.), MORE OR LESS.

### SURVEYORS NOTES:

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

BEARING REFERENCE: ASSUMED BEARING OF S31°25'07"E ON THE SOUTHWEST LINE OF SOUTH SOLERNO COMMERCIAL CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGES 97-98, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

BASED UPON REVIEW OF THE FEBRUARY 2ND, 2016 OPINION OF TITLE PREPARED BY DEAN MEAD, ATTORNEYS AT LAW, FOR THAT CERTAIN REAL PROPERTY REFERRED TO A SPACE COAST STADIUM COMPLEX, THERE ARE NO EXISTING EASEMENTS AFFECTING TO OR ADJACENT TO THE WATER UTILITY EASEMENT DESCRIBED HEREIN.

PREPARED FOR AND CERTIFIED TO:

USSSA & BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

DRAWN BY: HAK/DR/LEH	CHECKED BY: LEH	PROJECT NO. 11297			SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST & SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 11/01/2017	DRAWING: 11297_101_001				

# SKETCH OF DESCRIPTION

## PARCEL 801

PARENT PARCEL ID#: 25-36-32-00-753, 754 & 756

PURPOSE: WATER UTILITY EASEMENT

# EXHIBIT "A"

SHEET 2 OF 2

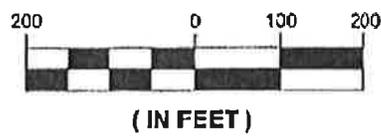
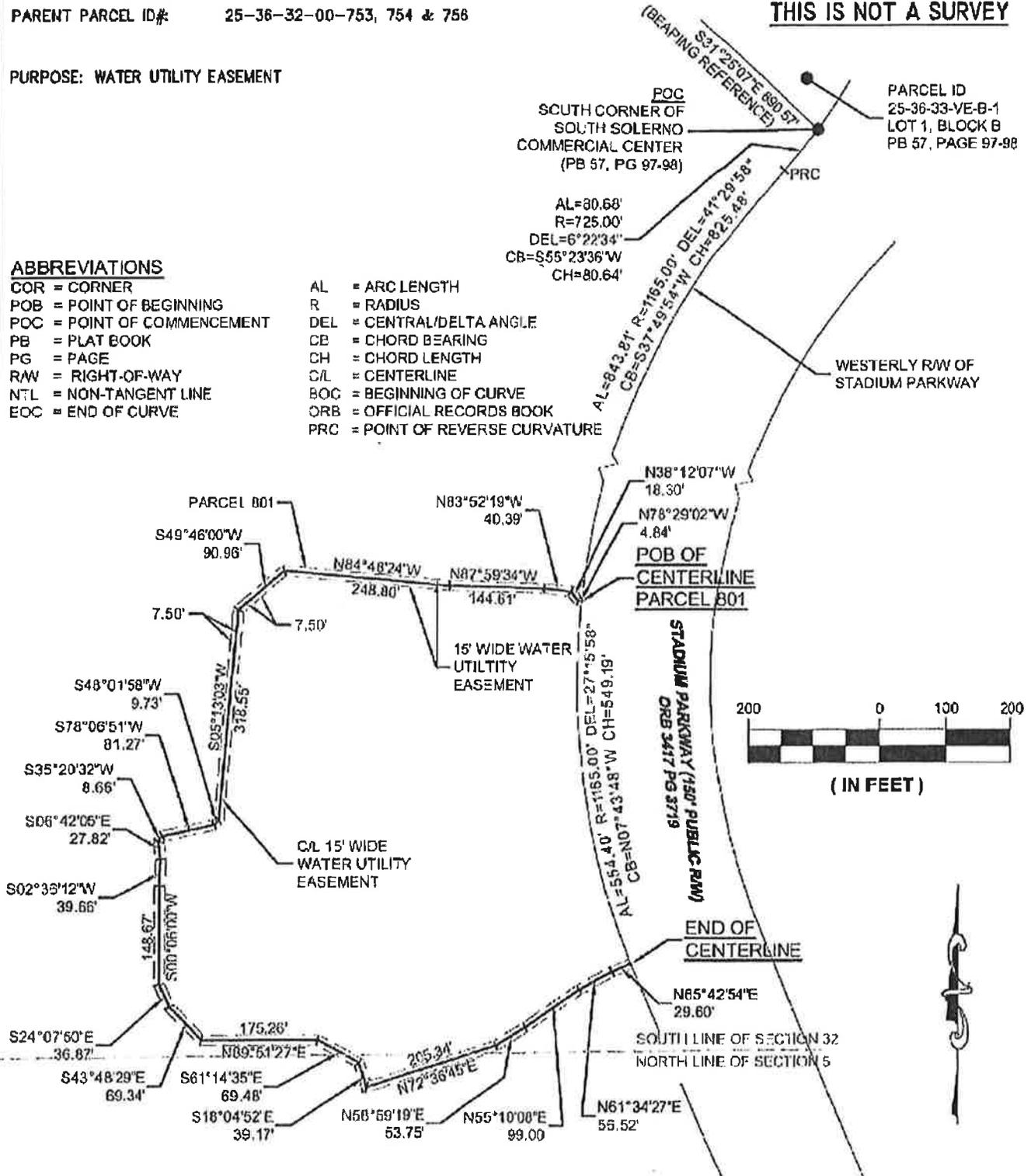
NOT VALID WITHOUT SHEET 1 OF 2

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### ABBREVIATIONS

COR = CORNER  
 POB = POINT OF BEGINNING  
 POC = POINT OF COMMENCEMENT  
 PB = PLAT BOOK  
 PG = PAGE  
 RAW = RIGHT-OF-WAY  
 NTL = NON-TANGENT LINE  
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PREPARED BY: B.S.E. CONSULTANTS, INC.  
 312 SOUTH HARBOR CITY BLVD., SUITE 4  
 MELBOURNE, FLORIDA 32901

SCALE:  
 1 INCH = 200 FEET  
 PROJECT NO.:  
 11297

SECTION 32, TOWNSHIP  
 25 SOUTH, RANGE 36  
 EAST & SECTION 5,  
 TOWNSHIP 26 SOUTH,  
 RANGE 36 EAST

Exhibit "B"

Ingress / Egress / Access

The Grantor(s) hereby convey to the Grantee, their assigns, contractors, subcontractors, and/or representatives, the right to enter on, over, and across the property(s) referenced herein including that referenced as Exhibit "A" attached hereto and also those lands inclusive of the properties referenced by Brevard County Property Appraiser's Tax ID. #'s: Township 25, Range 36, Section 32, Subdivision #00, Parcel #'s 753, 754, and 756, all lying in Brevard County, Florida Ingress / Egress / Access shall be by way of any and all existing driveways and parking areas located on and about the herein described properties.

# LEGAL DESCRIPTION

## PARCEL 801

PARENT PARCEL ID#: 25-36-32-00-753, 754 & 756

### EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

PURPOSE: WATER UTILITY EASEMENT

### LEGAL DESCRIPTION: (PREPARED BY SURVEYOR)

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PREPARED FOR AND CERTIFIED TO:

USSSA & BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

DRAWN BY: HAK/DR/LEH

CHECKED BY: LEH

PROJECT NO. 11297

SECTION 32, TOWNSHIP 26 SOUTH, RANGE 36 EAST & SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST

DATE: 11/01/2017

DRAWING: 11297\_101\_001

REVISIONS

DATE

DESCRIPTION

# SKETCH OF DESCRIPTION

## PARCEL 801

PARENT PARCEL ID#: 25-36-32-00-753, 754 & 756

# EXHIBIT "A"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

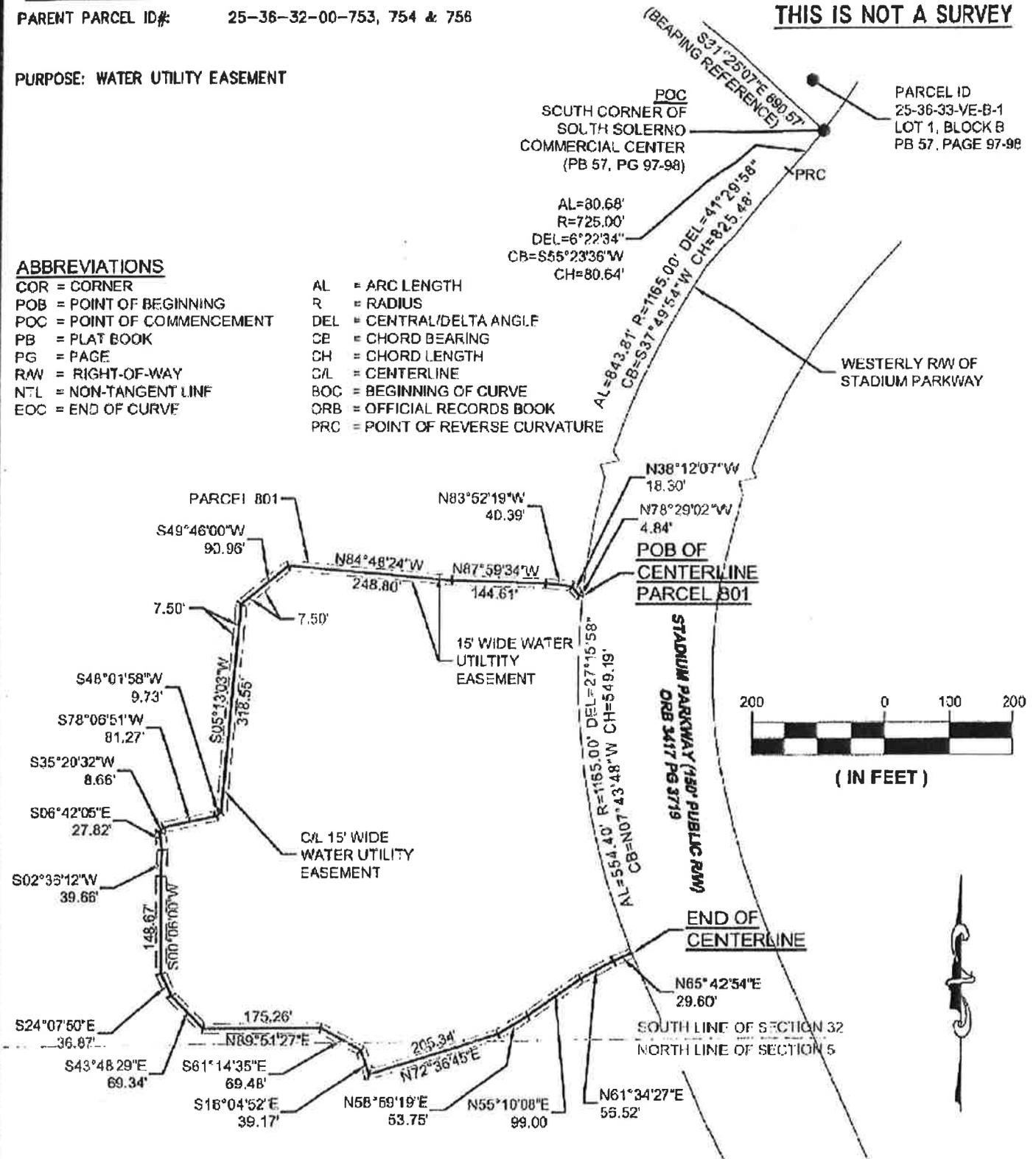
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PURPOSE: WATER UTILITY EASEMENT

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SCALE:  
 1 INCH = 200 FEET  
 PROJECT NO.:  
 11297

SECTION 32, TOWNSHIP  
 25 SOUTH, RANGE 36  
 EAST & SECTION 5,  
 TOWNSHIP 26 SOUTH,  
 RANGE 36 EAST

## Exhibit "B"

### Ingress / Egress /Access

The Grantor(s) hereby convey to the Grantee, their assigns, contractors, subcontractors, and/or representatives, the right to enter on, over, and across the property(s) referenced herein including that referenced as Exhibit "A" attached hereto and also those lands inclusive of the properties referenced by Brevard County Property Appraiser's Tax ID. #'s: Township 25, Range 36, Section 32, Subdivision #00, Parcel #'s 753, 754, and 756, all lying in Brevard County, Florida Ingress / Egress /Access shall be by way of any and all existing driveways and parking areas located on and about the herein described properties.

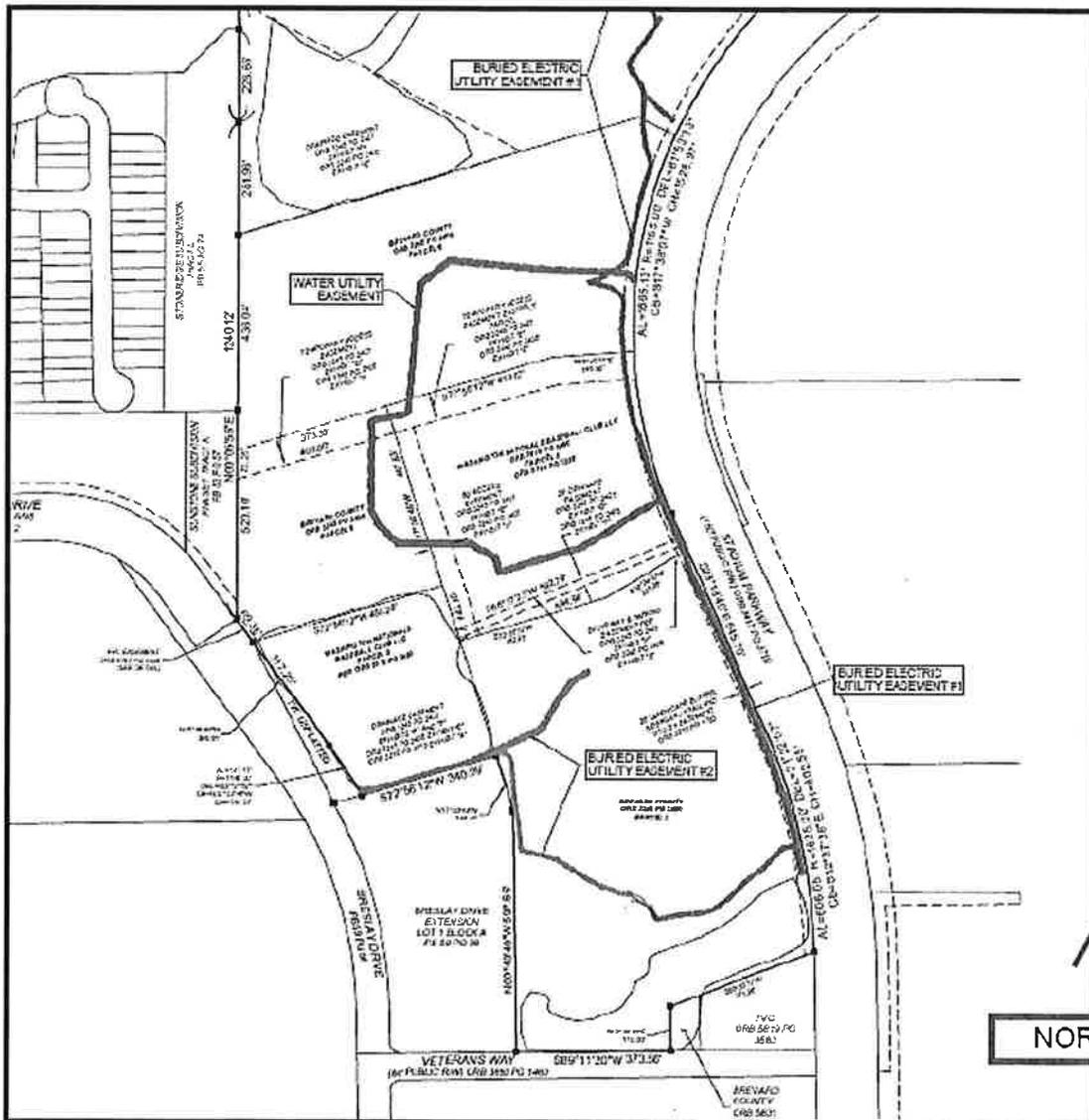
# LOCATION MAP

SEC: 32 TWP: 25S RNG: 36E DISTRICT: 4

STREET NAME: STADIUM BLVD.

OWNER'S NAME: BREVARD COUNTY, FLORIDA & VIERA DEVELOPMENT CORPORATION

■ WATER UTILITY EASEMENT



**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, and VIERA DEVELOPMENT CORPORATION, a Florida corporation, hereinafter called "Sellers", and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, to them paid by the CITY OF COCOA, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter called "City", the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents do grant, bargain, sell, transfer, and deliver unto the said "City", its successors and assigns, the following described property, assets and rights, to-wit:

*All of the water systems, water lines, and all appurtenances thereto located in the easements on lands described in Exhibit "A" hereto; or any other incidental structures or improvements which are physically connected to or may be reasonably considered part of the aforesaid improvements whether specifically referred to or not in the "As-Built" and /or "Construction" plans for United Specialty Sports Association, Brevard County, Florida.*

TO HAVE AND TO HOLD all of the foregoing unto the City, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

The City, by the acceptance of this Bill of Sale, acknowledges and agrees that the Sellers make no warranties or representations, either expressed or implied, as to the fitness and condition of the personal property and assets hereinabove described, the City agreeing that said personal property and assets are being conveyed to it in an "as is" condition.

IN WITNESS WHEREOF Sellers have caused this Bill of Sale to be signed in its name by its proper officers, and its seal to be affixed, attested by its Clerk, the day and year above written.

Signed, sealed and delivered:

  
\_\_\_\_\_  
Scott Ellis, Clerk

BREVARD COUNTY BOARD OF  
COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Rita Pritchett, Chairman

As approved by the Board: 3/20/18  
Agenda Item # II.A.6

SEE ATTACHED SIGNATURE AND NOTARY BLOCK FOR VIERA  
DEVELOPMENT CORPORATION NEXT PAGE (2)

WITNESSES:

Charlene R. Spangler  
Print Name: Charlene R. Spangler  
Sandra Patrick

Print Name: SANDRA PATRICK

GRANTOR

Viera Development Corporation  
a Florida corporation

[Signature]  
By: Stephen L. Johnson, as President

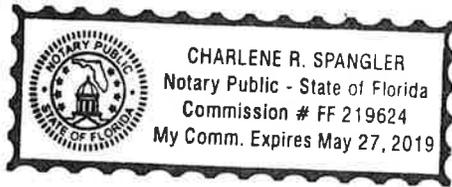
Date: Feb. 20, 2018

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY certify that the foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 2018, by Stephen L. Johnson, as President of Viera Development Corporation, a Florida corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Charlene R. Spangler  
Notary Public, State of Florida  
Print Name Charlene R. Spangler  
My commission expires: 5/27/19

(NOTARY SEAL)



Prepared by and return to:  
Carie Shealy, City Clerk  
City of Cocoa  
351 Shearer Blvd.  
Cocoa, Florida 32922

Parcel ID. #(s): 25-36-32-00-753, 754, 756

**WATER LINE & INGRESS/EGRESS EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** is made the last date signed below, by Brevard County, Florida, a political subdivision of the state of Florida, whose mailing address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, and Viera Development Corporation, whose mailing address is 7380 Murrell Road, Suite 201, Viera Florida, 32940, (hereinafter "**Grantor**") in favor of the **CITY OF COCOA**, a Florida municipal corporation, and having a mailing address of 65 Stone Street, Cocoa, Florida 32922 (hereinafter "**Grantee**").

**WITNESSETH:**

**WHEREAS, Grantor** is the developer of real property located within Brevard County, Florida; and

**WHEREAS, Grantor** has designed, permitted and constructed certain facilities for the provision of water to the Property, including water lines, water mains, pipes, service lines, tees, joints, and appurtenances (hereinafter "Water Line Facilities"), for which **Grantor** intends to convey ownership of such Water Line Facilities to **Grantee**; and

**WHEREAS, Grantee** requires a non-exclusive perpetual easement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of such facilities, as well as a non-exclusive perpetual easement for ingress and egress across **Grantor's** property in order to access and use the Water Line Easement as provided herein; and

**WHEREAS,** providing of Water Line Facilities to the Property constitutes a public purpose; and

**NOW, THEREFORE,** in consideration of the public purpose stated herein, and the mutual covenants, terms, and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Incorporation of Recitals.** The foregoing recitals are hereby incorporated fully herein by this reference.

2. **Grant of Easement.** Grantor hereby voluntarily grants and conveys to Grantee, subject to any previous and duly recorded easements or grants of record, a perpetual non-exclusive water line easement over, under, through, and across the real property described in Exhibit "A", a copy of which is attached hereto and incorporated herein by this reference (hereinafter "Water Line Easement"); and a perpetual non-exclusive ingress and egress easement across the real property legally described in Exhibit "B", a copy of which is attached hereto and incorporated herein by this reference (hereinafter "Ingress/Egress Easement"), said easements shall be of the nature and character and to the extent hereinafter set forth.

3. **Purpose of Water Line Easement.** The Water Line Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the property within the Water Line Easement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of such water line facilities as may be reasonably and customarily necessary for Grantee to provide water service to the Property.

4. **Purpose of Ingress/Egress Easement.** The Ingress/Egress Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the property within the Ingress/Egress Easement to reasonably access its Water Line Facilities contained within the Water Line Easement for the purposes provided therein.

5. **Rights and Obligations of Grantee.** To accomplish the purpose stated above, and at Grantee's sole expense, the following rights are conveyed to Grantee by this Easement:

- (a) the right for Grantee to inspect, alter, improve, construct, repair, rebuild, relocate, and remove, connect to, disconnect from, and maintain the Water Line Facilities and related appurtenances within the Water Line Easement;
- (b) all other rights and privileges reasonably and customarily necessary or convenient for Grantee's safe and efficient operation, maintenance, and/or repair of the Water Line Facilities; including convenient and reasonable access to such facilities; and
- (c) for the enjoyment and use of said easements for the purposes described above.

In addition, Grantee agrees to and shall promptly restore, or cause to be restored; the surface and subsurface of the real property described herein to the condition said property was in prior to the performance of any construction, reconstruction, replacement, removal, enlargement, operation, inspection, maintenance, repair improvement, relocation or any other use or work contemplated by this Easement Agreement. Any such restoration shall be in a workman like manner acceptable to the Grantor. Grantee shall use its best efforts in its use of the easement areas to not interfere with use by Grantor, its tenants, guests and invitees of adjacent property owned by Grantor.

6. **Grantors Use of Easement.** Subject to and conditioned upon the provisions of Paragraph 3. and 4. of this Agreement, Grantor hereby reserves for itself the right to use the

easement areas; provided, however, that **Grantor's** use may not (i) violate any provision of this Easement Agreement, or (ii) unreasonably interfere with any of **Grantee's** easements, rights or interest under this Agreement. Notwithstanding anything to the contrary contained herein, Grantor shall not have the right to relocate the Water Line Easement on Grantor's property.

7. **Easements Run with the Land.** These easements shall remain a charge against the property. Therefore, these easements shall run with the land and be automatically assigned by any deed or other conveyance conveying the easement property, or a portion thereof, relating to these easements, even though the conveyance makes no reference to these easements as such.

8. **Recordation.** **Grantee** shall record this instrument in a timely fashion in the Official Records of Brevard County, Florida and may re-record it at any time as may be required to preserve its rights in this Easement.

9. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed as a waiver of the **Grantee's** right to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the **Grantee's** potential liability under state or federal law.

10. **Indemnification.** **Grantee** agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless **Grantor** from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability, arising from, out of, or caused by: **Grantee**, 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 Water Line Facilities, except to the extent of negligence or wanton misconduct of the **Grantor**.

The indemnification provided above shall obligate the **Grantee** to defend at its own expense or to provide for such defense, at the option of the **Grantor**, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the **Grantor** which may result under this Agreement. In all events, the **Grantor** shall be permitted to choose 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.

11. **Injunctive Relief.** The parties agree that, in the event of default, there may not be an adequate remedy at law, and therefore, it is agreed the parties shall be entitled to seek injunctive relief, including a mandatory injunction.

12. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in Brevard County, Florida. The parties agree that the Agreement was consummated in Brevard County, and the site of the easements is in Brevard County, Florida.

13. **Notice.** All notices, demands, requests, consents, approvals or other

communications (collectively, Notices) required or permitted to be given hereunder or which are given with respect to this Agreement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

**TO GRANTOR(S):**

Attention: Andrew J. Holmes, Public Works Director  
Public Works Department  
2725 Judge Fran Jamieson Way  
Viera, Florida 32940

Attention: Stephen L. Johnson, President  
Viera Development Corporation  
7380 Murrell Road, Suite #201  
Viera, Florida 32940

**TO GRANTEE:**

Attn: John A. Titkanich, Jr., City Manager  
City of Cocoa, Florida  
351 Shearer Blvd.  
Cocoa, FL 32922

or to such other address as such party shall have specified most recently by like Notice. The aforesaid attorneys for the parties hereto are hereby respectively authorized to give any Notice permitted under this Agreement. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

**14. Modification.** This Easement shall only be modified by a written instrument executed by the parties hereto or any successor, assigns, heirs, or representatives thereto.

**15. Entire Agreement.** This Easement constitutes the full and entire agreement between the parties hereto and supersedes any oral or written prior communications between the parties related to the subject matter contained in this Easement. The laws of Florida shall govern this Easement.

**IN WITNESS WHEREOF, Grantor and Grantee** have set their respective hands on the day and year first below written.

WITNESSES:

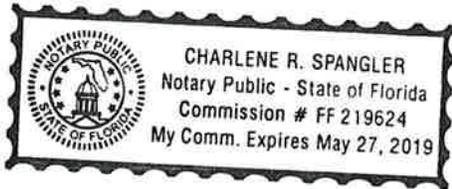
Charlene R. Spangler  
Print Name: Charlene R. Spangler  
Sandra Patrick  
Print Name: SANDRA PATRICK

**GRANTOR**

Viera Development Corporation  
[Signature]  
By: Stephen L. Johnson, as President  
Date: Feb. 21, 2018

**STATE OF FLORIDA, COUNTY OF BREVARD**

I **HEREBY** certify that the foregoing instrument was acknowledged before me this 21<sup>st</sup> day of Feb., 2018, by Stephen L. Johnson, as President of the Viera Development Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.



Charlene R. Spangler  
Notary Public, State of Florida  
Print Name Charlene R. Spangler  
My commission expires: \_\_\_\_\_

ATTEST:

[Signature]  
Scott Ellis, Clerk

**GRANTOR**

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

[Signature]  
Rita Pritchett, Chair

As approved by Board March 20, 2018

Board Meeting Date 3/20/18  
Agenda Item # II.A.6

**GRANTEE**

CITY OF COCOA ACCEPTANCE

\_\_\_\_\_  
John A. Titkanich, Jr., City Manager

**STATE OF FLORIDA  
COUNTY OF BREVARD**

**I HEREBY** certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by John A. Titkanich, Jr., as City Manager of the City of Cocoa, who is personally known to me, or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**PROPERTY FACT SHEET**  
**PROJECT: SPACECOAST STADIUM EXPANSION AND IMPROVEMENTS**  
**UNITED STATES SPECIALTY SPORTS ASSOCIATION**  
**(USSSA)**

OWNER: Brevard County, Florida  
The Viera Corporation

PARCEL LOCATION: Stadium Parkway, Viera

PARCEL SIZE: 5.96 Acres

EASEMENT AREA: 0.69 ACRES (30,249 S.F.) ±

ZONING/LANDUSE: Vacant Residential Land (Single Family-Un-platted)

IMPROVEMENTS: Playing Field/Improvements

TOPOGRAPHY: Level with road grade, no wetlands indicated

FLOOD ZONE: X (outside 500-year flood)

TAX PARCEL ID#: 25-36-32-00-756

MARKET VALUE: \$ 188,480.00 (2017-Property Appraiser)

PUBLIC UTILITIES: All utilities available

PROPERTY TRANSACTION: Purchase date: 7-13-2006

(Clerk of the Court Records) Sale amount: \$ 1,441,100.00  
The subject parcel is a smaller portion of the larger purchase inside stadium property