



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F8

9/17/2019

Subject:

Approval Re: NonExclusive Easement from Florida Power & Light Company (FP&L) for the Port St. John Waste Water Treatment Plant - District 1.

Fiscal Impact:

FY 2018 - 2019: \$20,000.00 (Funding Source: 4153/365332/6570106) FY 2019 - 2020: None

Dept/Office:

Public Works

Requested Action:

It is requested that the Board of County Commissioners accept and authorize the Chair to execute the Non-Exclusive Easement from FP&L.

Summary Explanation and Background:

The subject property is located in Section 13, Township 23, Range 35, the curve at Juanita Street and Carole Avenue, Port St. John.

In 1985, Brevard County Utility Services Department acquired the Port St. John wastewater treatment plant for operation and maintenance. Since that time, the access road to the plant has been a sand/dirt road. The Utility Services Department is planning an improvement project to the existing dirt road to include paving and drainage improvements. An easement from FP&L is required for the project.

Land Acquisition Policies and Procedures require approval and acceptance by the Board of County Commissioners for all easements.

Clerk to the Board Instructions:

Return to the original executed NonExclusive Easement with exhibits to the Public Works Department.

BOARD OF COUNTY COMMISSIONERS

AGENDA: NON-EXCLUSIVE EASEMENT FROM FLORIDA POWER & LIGHT
COMPANY – OWNER - FOR THE PORT ST. JOHN WASTE WATER
TREATMENT PLANT – DISTRICT 1

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION /
UTILITY SERVICES DEPARTMENT

AGENCY CONTACT: LUCY HAMELERS, LAND ACQUISITION SPECIALIST

CONTACT PHONE: 321-690-6847 (56316)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Interim Supervisor	 _____	_____	<u>9-6-19</u>
COUNTY ATTORNEY Jad Brewer / Abigail Jorandby Assistant County Attorney	 _____	_____	<u>9-9-2019</u>

AGENDA DUE DATE: September 10, 2017 for the September 17, 2017 Board meeting

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

September 18, 2019

MEMORANDUM

TO: Corrina Gumm, Interim Public Works Director

RE: Item F.8., Approval of Non-Exclusive Easement from Florida Power and Light Company (FP&L) for the Port St. John Waste Water Treatment Plant

The Board of County Commissioners, in regular session on September 17, 2019, accepted and authorized the Chair to execute the Non-exclusive Easement from FP&L for the Waste Water Treatment Plant. Enclosed is a fully-executed Easement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/kp

Encl. (1)

This instrument was prepared by and should be returned to:

Florida Power & Light Company
Corporate Real Estate Dept.
700 Universe Boulevard, B2A/JB
Juno Beach, Florida 33408

NON-EXCLUSIVE EASEMENT

THIS NON-EXCLUSIVE EASEMENT AGREEMENT ("**Easement**") is made and entered into this ____ day of _____, 20__ ("**Effective Date**") by and between Florida Power & Light Company, a Florida corporation ("**Grantor**") and Brevard County, Florida, a political subdivision of the State of Florida whose mailing address is 2725 Judge Fran Jamieson Way, Viera, FL 32940 ("**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of certain real property located in Brevard County, Florida, being more particularly described and depicted on Exhibit A ("**Easement Premises**") attached hereto and incorporated herein by this reference; and

WHEREAS, Grantee desires to obtain, and Grantor desires to grant, a non-exclusive easement over, upon, across, through, and within the Easement Premises according to the terms, conditions, provisions, covenants, promises, requirements, obligations and duties hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grant of Easement. Grantor does hereby sell, convey, bargain and grant unto Grantee, a non-exclusive easement over, upon, across, through, and within the Easement Premises for the sole purposes of (i) ingress and egress for vehicular traffic by Grantee, their employees, and contractors across the Easement Premises to Brevard County's Port St. John Wastewater Treatment Facility located immediately north and contiguous with the Easement Premises, and (ii) Brevard County installation, operation and maintenance of those certain facilities as set forth on Exhibit B Brevard County Site Improvement Plans prepared by Honeycutt & Associates, Inc., but for no other purposes whatsoever. Grantee's further commits that it will not obstruct Grantor's access over the Easement Area, and that Grantee will ensure Grantor's unimpeded access over the Easement Area at all times by maintaining suitable access within the Easement Area for Grantor's trucks and heavy equipment, providing Grantor, its employees, contractors, agents, trucks and heavy equipment with continual, unfettered access to and from Grantor's property, and shall cooperate so that Grantor's unfettered access over the Easement Area or similar and suitable alternative access through these areas, is maintained during any Grantee construction and operations.

3. Term. The term ("**Term**") of this Easement shall commence on the Effective Date and continue thereafter in perpetuity, unless sooner terminated as provided herein.

4. Reservation of Grantor Rights. Grantor hereby reserves all rights of ownership in and to the Easement Premises and keeps, saves, preserves, maintains, and reserves unto itself and to each and all of its successors and assigns, all of Grantor's rights and interests in and to the Easement Premises, including, without limitation, the right to grant further easements over, upon, across, through, within and under the surface of the Easement Premises and the right to use the Easement Premises for all uses whatsoever. Grantor, along with its successors, assigns, lessees, licensees and invitees may enter the Easement Premises at any time and for any reason and enjoy the full use of the Easement Premises and facilities thereon and therein without further notice to Grantee. Grantor may, at its sole discretion, construct, install, operate, use, maintain, repair, alter, modify, change, replace, modify and remove facilities and improvements over, upon, across, through, within and under the surface of the Easement Premises. Grantor may convey ownership, easement and lease rights and interests along with license agreements to one or more persons and entities to the Easement Premises and allow such persons and entities to construct, install, operate, use, maintain, repair, alter, modify, change, replace, modify and remove facilities and improvements over, upon, across, through, within and under the surface of the Easement Premises but neither Grantor nor successors or assigns shall in any manner materially interfere with, restrict or impair Grantee's use of the Easement Premises. Grantee's easement rights and Grantee's use and maintenance of the Easement Premises are now and shall always be subject, subordinate and inferior to Grantor's rights in and to the Easement Premises and to each and all of Grantor's mortgages, liens, obligations, prior easements, prior lease agreements, prior license agreements, and encumbrances applicable or related to the Easement Premises and Grantor's title to and ownership of the Easement Premises whether or not recorded in any public record. Grantee shall not interfere with Grantor's facilities, or with Grantor's use of the Easement Premises, or with the facilities of or use of the Easement Premises by any person or entity which has a right to use the Easement Premises. Grantor shall not unreasonably interfere with or prevent Grantee's use of the Easement Premises for the purpose described and authorized herein.

5. Easement Relocation. At any time following the Effective Date, Grantor may at its sole discretion, relocate the Easement Premises upon delivering no less than thirty (30) days prior written notice to Grantee of such relocation. Grantor and Grantee shall cooperate and work together in good faith to agree upon an alternate location, footprint, design and construction plan for the new easement premises ("**New Easement Premises**") which shall be similar to the Easement Premises in area and appropriateness for the use of Grantee's purposes, in which event the New Easement Premises shall be deemed to be the Easement Premises for all purposes under this Easement. Grantor shall directly pay for all reasonable costs directly related to relocation of the Easement Premises, unless such relocation is due to or in any way caused by or related to an action of condemnation undertaken by any entity not directly controlled by or related to the Grantor.

6. Condemnation. Grantee must cooperate in good faith with Grantor concerning each and every condemnation action exercised by each entity authorized by applicable law to exercise power of condemnation over and affecting the Easement Premises. Grantor shall be entitled to receive the entire award or payment in connection with any taking of the Easement Premises, or any portion thereof, without deduction therefrom for any estate vested in Grantee by this Easement and Grantee shall receive no part of such award or payment. Grantee hereby expressly assigns to Grantor all of its right, title and interest in and to every such award or payment. Grantee may seek its own compensation and reimbursement for Grantee's damages and other costs from an entity which exercises a condemnation action, provided such award shall not decrease the size of any award Grantor may be entitled to. Grantor has no duty or obligation to relocate the Easement Premises, modify this Easement, or otherwise compensate, reimburse Grantee, or make Grantee whole for any effect which occurs to Grantee as a result of or associated with a condemnation action.

7. Grantee Encumbrances. Grantee shall not, without express prior written agreement with and prior approval from Grantor, directly or indirectly create or cause any lien, mortgage, security pledge, or any form of encumbrance(s) to be applied to or affect the Easement Premises. Grantee shall permit no liens or claims of lien to be filed against the Easement Premises and shall promptly discharge or transfer

to bond any lien that may be filed against the Easement Premises by reason of Grantee's activities thereon. It is understood and agreed by Grantee that it is not given any lien rights against the Easement Premises, and any such rights are hereby waived and released.

8. Restrictions. Grantee shall not use the Easement Premises in any manner which Grantor believes in its sole opinion will restrict, impair or interfere with Grantor's existing or future use of the Easement Premises or could cause a hazard or threat of injury to any person(s) or property. Grantee shall not construct or install anything within the Easement Premises that does or will exceed a height of fourteen (14) feet above the ground surface.

9. Compliance with Laws. Grantee shall at all times and at its sole expense, comply with each and every present and future law, ordinance and regulation of any state, municipal, federal, or other governmental, or lawful authority applicable to Grantee's use and maintenance of, and right to use, the Easement Premises.

10. Property Taxes. Each year, upon receipt of Grantor's invoice, Grantee shall reimburse Grantor for an amount equal to one hundred percent (100%) of the total cost of all real property taxes attributable to and levied against the improvement of the Easement Premises, without taking into account any available early tax payment discount, on a prorated square footage or acreage basis for the immediately preceding annual tax period.

11. Design, Construction and Maintenance. At all times during the Term of this Easement, in order to protect persons and property, Grantee, at its sole expense, shall maintain the entire Easement Premises and its facilities and improvements within the Easement premises. Maintenance shall include all types of repair and maintenance which are typical and customary according to the purpose for which this Easement is granted. Grantor shall have the right, but not obligation, to direct Grantee to perform maintenance as deemed necessary in the sole opinion of the Grantor. Before commencing any type of digging, drilling, excavation or other work below the ground surface, Grantee shall, as required by law, determine if any underground utility infrastructure exists within the location where such below-ground activity is expected to occur. All design, construction, repair and maintenance of facilities and improvements within the Easement Premises shall comply with Grantor's instructions and specifications along with all applicable laws. No portion of the Easement Area shall be excavated, altered, obstructed, improved, surfaced or paved without the prior written permission of Grantor, or its successors or assigns.

To avoid interference with Grantor's use of the Easement Area and/or by any other person or entity authorized to use the Easement Area, and to ensure each proposed construction and maintenance activity is acceptable to Grantor, Grantee shall not perform construction or maintenance within the Easement Area until approved in writing by Grantor. Prior to any proposed construction and maintenance activity, Grantee shall provide at least five (5) business days' prior written notice to Grantor, via email or otherwise, such notice detailing the activities to be performed.

If an emergency situation occurs which requires immediate repair of any facility within the Easement Premises to prevent injury to persons or property, then Grantee may at its discretion temporarily close the vehicular crossing and/or hire a Contractor known to have in the past been acceptable to Grantor and direct that Contractor to commence repair of the facility(ies) within the Easement Premises. In the case of an emergency situation, Grantee shall notify and consult with Grantor by telephone and/or electronic mail within twenty-four (24) hours.

12. Indemnity. Grantee understands and agrees that the Easement Premises and facilities therein, along with Grantor's adjoining real property is and will continue to be utilized and operated by Grantor and by other entities and there exists risk of injury to persons and damage to property associated with use and maintenance of the Easement Premises by Grantee and other entities.

Grantee understands and agrees that Grantee's use of the Easement Premises and facilities therein is and always shall be on an "as is" basis and that Grantor, along with its parent, subsidiaries, affiliates and each of their respective officers, directors, employees, and agents (individually and

collectively, "**Grantor Entities**") does not in any way make, offer, extend, deliver, give or provide unto Grantee or any other person or entity, any form of explicit or implied warranty, guarantee, promise, commitment, or representation concerning the safety, condition, quality or fitness of the Easement Premises or any facility located therein for any use or purpose.

Grantee agrees to use and maintain the Easement Premises and facilities therein and to accept and exercise all of its rights, privileges, covenants, promises, requirements, obligations and duties granted herein at Grantee's sole risk and expense and with no liability or expense to Grantor Entities.

Subject to the limits as set forth in Section 768.28, if applicable, and at Grantee's sole cost and expense, but at no cost or expense to Grantor Entities, Grantee shall indemnify, defend, and hold harmless Grantor Entities from all litigation, legal actions, legal proceedings, claims, demands, arbitrations, liabilities, costs, expenses, losses, fines, penalties, damages, awards, settlements, and fees (including, but not limited to, attorneys' fees, paralegal's fees, litigation costs through all trial and appellate levels and any costs and disbursements related thereto) which arise or result from, and/or are in any way caused by, associated with, related to, or connected with this Easement and/or by Grantee's use and/or Grantee's maintenance of the Easement Premises and/or facilities therein by Grantee and/or by Grantee's officers, directors, employees, agents, contractors, subcontractors, vendors, tenants, licensees, grantees, members, invitees, visitors, or other persons or entities, whether or not directly or indirectly arising from, due to, caused by, associated with, related to, or in any way connected with negligence of Grantor Entities. This section shall survive expiration or termination of this Easement coextensively with other surviving provisions of this Easement.

13. Insurance. During the Term of this Easement, Grantee shall have and maintain at all times without lapse or interruption and at Grantee's sole cost and expense, a commercial general liability insurance coverage policy ("**Insurance Policy**") with minimum coverage limits of at least one Million and No/100 Dollars (\$1,000,000.00) per each single occurrence for death of persons, injury to persons, and damage to real and personal property caused by or for which Grantee is responsible and/or liable. The Insurance Policy shall be endorsed to insure against all obligations assumed by Grantee in and as to the indemnity described herein. Grantee shall furnish to Grantor each year, a Certificate of Insurance which provides evidence that the Insurance Policy is effective and in force according to the conditions named herein.

14. Default and Waiver. If Grantor believes that Grantee has failed and/or is failing to adequately perform, or comply with, any term, condition, provision, covenant, promise, requirement, obligation or duty contained in this Easement, then Grantor may, but is not obligated to, send a written notice of default to Grantee describing the default. In which case, Grantee shall immediately commence all necessary action(s) to cure the default(s). A notice of default may also describe specific action(s) which Grantee must undertake to correct the default(s). **However, if Grantee fails at any time for any reason to comply with each and all of Grantee's covenants, promises, requirements, obligations and duties regarding the Insurance Policy as described and required by this Easement, then Grantor may elect to immediately terminate this Easement.** All defaults not related to the Insurance Policy must be cured by Grantee no later than thirty (30) days immediately following Grantor's notice of default, and if any such default is not cured within the above prescribed thirty (30) day time period, then Grantor may terminate this Easement and/or pursue any and all remedies available at law or in equity, or otherwise available pursuant to the terms hereof. Grantor may, but is not required to, also commence any other action to cure any default(s) if Grantor believes in its sole discretion that such action is necessary and prudent. Upon Grantor's demand, Grantee shall reimburse Grantor for all costs paid by Grantor to cure Grantee's default(s). Grantor may notify Grantee of a default at any time regardless of the period of time which may have elapsed since the default first occurred or became known to Grantor, and the passage of time shall not constitute a waiver of such default nor a waiver of any term, condition, provision, covenant, promise, requirement, obligation or duty to which Grantee is bound or obligated to abide by, nor shall the waiver of any right occasioned by a default in any one or more instances constitute a waiver of any right occasioned by either a subsequent default of the same obligation or by any other default. This paragraph shall survive expiration or termination of this Easement coextensively with other surviving provisions of this Easement.

15. Termination. In the event this Easement is terminated in accordance with Section 14 above, all of Grantee's rights and interests in and to the Easement Premises shall automatically terminate on the date of such termination, whereupon each party hereto shall be relieved of all terms, conditions, provisions, covenants, promises, requirements, obligations and duties contained herein except those specifically intended to survive the termination hereof. Additionally, within thirty (30) calendar days following Grantor's request, Grantee shall execute and return to Grantor, one or more written instrument(s) prepared by and in a form acceptable to Grantor for proper recording in the official public records of the county in which the Easement Premises exists to evidence such termination. Grantee's obligation to observe and perform this covenant shall survive the termination of this Easement. If Grantee fails to execute and return such written instrument(s) to Grantor within said thirty (30) calendar-day time period, then Grantor may act alone and record any written instrument(s) into the official public record and perform any other action necessary to provide constructive notice regarding the termination this Easement.

16. Governing Law and Venue. All litigation, legal actions, and legal proceedings which arise or result from, and/or are in any way caused by, associated with, related to, or connected with this Easement are and shall be governed and interpreted according to the laws of the State of Florida (excluding its conflicts of laws provisions) and the federal laws of the United States of America and in the event of any litigation arising hereunder, the venue for any such litigation, shall be in any federal or state court having jurisdiction in Brevard County, Florida.

17. Jury Trial Waiver. **GRANTOR AND GRANTEE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE NOW AND FOREVERMORE, EACH AND ALL OF THEIR RIGHT(S) THAT EITHER PARTY HAS NOW OR MAY HAVE AT A FUTURE TIME TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION UNDER, BASED UPON, ARISING FROM, ASSOCIATED OR CONNECTED WITH, OR RELATED TO THIS EASEMENT AND/OR GRANTEE'S RIGHT OF EASEMENT CREATED AND GRANTED HEREIN, OR ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR ACTION OF OR BY GRANTOR AND/OR GRANTEE. ANY PARTY HERETO MAY FILE A COPY OF THIS EASEMENT WITH ANY COURT AS CONCLUSIVE EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY.**

18. Attorneys Fees. In the event of any litigation arising between the parties under this Easement, each party shall bear its own legal fees and costs. This paragraph shall survive expiration or termination of this Easement coextensively with other surviving provisions of this Easement.

19. Severability. In the event any term or provision of this Easement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Easement shall be construed to be in full force and effect.

20. Constructive Notice. All owners, mortgagees, creditors and other entities now having and/or who acquire any form of interest in or to this Easement or the Easement Premises by or through Grantee are hereby constructively notified that each and every right, privilege, term, condition, provision, covenant, promise, requirement, obligation and duty in this Easement is applicable to their respective interest and shall not be lessened, reduced, diminished, compromised, modified, or altered in any way, and that each and every form of legal right and/or interest in and to this Easement or the Easement Premises held by any such person and/or entity shall be subject to and governed by this Easement.

21. Actual Notice. Each notice pursuant to this Easement sent by either Grantor or Grantee to one another shall be in writing and sent by at least one of the following methods: (i) United States Postal Service ("USPS") certified mail with return receipt requested, or (iii) Federal Express, United Parcel Service ("UPS") or other national overnight delivery carrier with delivery confirmation. All notices shall be sent with all postage and related fees prepaid in advance by the sender sufficient to carry each notice without cost to the addressee to its destination as follows:

Upon Grantor:

Florida Power & Light Company – B2A/JB
700 Universe Blvd.
Juno Beach, FL 33408

Upon Grantee:

Brevard County Attorney's Office
2725 Judge Fran Jamieson Way, Building C 308
Viera, FL 32940

or to any other substitute address which Grantor and/or Grantee may subsequently designate per advance written notice. Each Notice shall be deemed given and served upon the addressee as of the date when it is actually delivered to the addressee's then designated address or as of the date when actual delivery is first attempted (whichever occurs first) by USPS, Federal Express, UPS or other national overnight delivery carrier.

22. Recording. Grantee shall, at its sole expense, provide constructive notice of the existence of this Easement by recording this instrument in the official public records of Brevard County, Florida on or before the fifth (5th) business day which immediately follows the Effective Date, and Grantee shall provide a copy of this instrument to each and every person or entity who has a legal ownership, collateral or other financial interest in and to Grantee's interest in the Easement Premises as of and after the Effective Date while the Term of this Easement remains effective and in force.

23. Headings and Gender. All headings in this Easement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Easement. In construing this Easement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

24. Construction. This Easement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared by legal counsel for one of the parties, it being recognized that both Grantor and Grantee entered into it freely without duress, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits, schedules, addendums or amendments hereto.

25. Entire Agreement. This Easement contains and constitutes all of the rights, privileges, terms, conditions, provisions, covenants, promises, requirements, obligations and duties of the entire understanding and agreement between Grantor and Grantee and there are no other agreements, terms, conditions, provisions, covenants, promises, requirements, obligations or duties other than those set forth herein, and this Easement supersedes all prior discussions, negotiations, understandings and agreements between the parties, whether oral or written.

26. Amendments. This Easement may not be changed, modified, altered or amended, except by a subsequent written agreement mutually executed by and between Grantor and Grantee, or their respective successors or assigns.

27. No Third Party Beneficiary Rights. Unless expressly stated otherwise herein, this Easement shall not confer any right, benefit or remedy, either intended or incidental, upon any third party.

28. Counterparts. This Easement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

[SIGNATURES AND ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement to be executed, acknowledged and delivered, all as of the Effective Date.

Witnesses for Grantor:

Grantor:

Florida Power & Light Company,
a Florida corporation

Signature: _____

By: _____

Print Name: _____

Print Name: Dean J. Girard

Signature: _____

It's: Director of Corporate Real Estate

Print Name: _____

STATE OF _____)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of Florida Power & Light Company, a Florida corporation, and who is duly authorized to execute this document and is personally known to me or has produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____

Print Name: _____

Notary Public, State of Florida

My commission expires: _____

[SIGNATURES AND ACKNOWLEDGEMENTS CONTINUED ON NEXT PAGE]

ATTEST:


Scott Ellis, Clerk to the Board

Grantee:

Brevard County, Florida
Board of County Commissioners

By: 
Print Name: Kristine Isnardi
It's: Chair

Approved by the Board on 9/17/19
Agenda Item #: F. 8.

EXHIBIT "A"

Commencing at the Northeast corner of Section 13, Township 23 South, Range 35 East, run East along the North line of said Section 13 for 255.97 feet to the Point of Beginning of the tract of land hereinafter described.

Thence South for 166.41 feet; thence S 13° 32' 20" E for 2150.13 feet; thence S 0° 35' 39" W for 168.47 feet; thence East for 248.36 feet; thence S 0° 16' 14" E for 1595.01 feet; thence East for 300.00 feet; thence S 00° 16' 14" E for 815.39 feet; thence N 89° 57' 38" E for 661.03 feet; thence S 13° 32' 20" E for 527.26 feet to a point on the South line of said Section 13; thence N 89° 57' 38" E along said South line to a point on said South line of Section 13 160 feet West of the Southeast corner of the Southwest 1/4 of said Section 13; thence North westerly a distance of 5339.04 feet more or less to a point which is 279.97 feet South and 615' West of that point at which the North line of said Section 13 intersects with the West Right-of-Way line of the Florida East Coast Railway Co., thence North a distance of 279.97 feet to the North line of said Section 13; thence West along the North line of said Section 13 to the Point of Beginning, less and except the following described parcel of land:

Commencing at the Northwest corner of said Section 13, run East along the North line of said Section 13 for 255.97 feet; thence South 166.41 feet; thence S 13° 32' 20" E 2150.13 feet; thence S 00° 35' 39" W 168.47 feet; thence East 248.36 feet; thence S 00° 16' 14" E, 1137.20 feet; thence East 50.00 feet to the Point of Beginning of the Tract of land hereinafter described. Thence continuing East 341.56 feet to a point on the Westerly Right-of-Way line of the proposed Florida Power and Light Company easement; thence S 20° 25' 54" E, along said Right-of-Way line 488.53 feet; thence West 209.94 feet; thence N 00° 16' 14" W, 50.00 feet; thence West 300 feet; thence N 00° 16' 14" W, 407.81 feet to the Point of Beginning.

Subject to easements, restrictions, reservations and limitations of record and common to the neighborhood, mineral and road reservations contained in deeds from the Trustees of the Internal Improvement Fund, applicable zoning rules and regulations, taxes for the year 1963 and subsequent years; and further,

Subject to the following reservation of easements:

- (a) 100 feet wide for road or street purposes;
- (b) 50 feet wide for drainage and canal purposes;
- (c) 30 feet wide for utility purposes

together with the rights and privileges reserved in connection with said reservations for easement purposes; all as contained in Warranty Deed from General Development Corporation to Martin Blumenthal, Trustee, dated the 19th day of February, 1963.

LEGAL DESCRIPTION:

PARCEL 801

SECTION 13, TOWNSHIP 23 SOUTH, RANGE 35 EAST

PARENT PARCEL NUMBER: 23-35-13-01-A-3

PURPOSE: INGRESS/EGRESS, DRAINAGE AND UTILITY EASEMENT

SHEET 1 OF 5 SHEETS

EXHIBIT "B"

NOT VALID WITHOUT SHEETS 2-5

THIS IS NOT A SURVEY

**LEGAL DESCRIPTION: PARCEL 801, INGRESS/EGRESS,
DRAINAGE AND UTILITY EASEMENT (BY SURVEYOR)**

A PARCEL OF LAND BEING A PART OF PLATE C, SECTION 13, TOWNSHIP 23 SOUTH, RANGE 35 EAST AS SHOWN ON THE MAP OF DELESPINE ON INDIAN RIVER AS RECORDED IN PLAT BOOK 2, PAGE 2 AND BEING A PART OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOKS 673, PAGE 390 AND 579, PAGE 1049, ALL BEING OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CORNER OF A 50 FOOT WIDE DRAINAGE RIGHT OF WAY AS SHOWN ON THE PLAT OF PORT ST. JOHN - UNIT EIGHT AS RECORDED IN PLAT BOOK 23, PAGE 70 OF SAID PUBLIC RECORDS; SAID CORNER LYING 50 FEET EAST OF BLOCK 358 AND 50.00 FEET NORTH OF BLOCK 369 AS SHOWN ON SAID PLAT OF PORT ST. JOHN - UNIT EIGHT; THENCE N.89°57'38"E., ALONG THE NORTH LINE OF SAID DRAINAGE RIGHT OF WAY AND ALONG THE NORTH LINE OF LOT 7 OF THE AFORESAID BLOCK 369, A DISTANCE OF 546.96 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N.20°25'54"W., 627.74 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 190.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°01'03", 69.70 FEET TO THE POINT REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 210.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°58'57", 87.90 FEET TO THE POINT OF TANGENCY; THENCE N.17°28'00"W., 57.01 FEET; THENCE N.56°22'32"W., 66.74 FEET TO A POINT LYING ON THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2637, PAGE 271 OF SAID PUBLIC RECORDS; THENCE ON A BEARING OF EAST, ALONG THE SOUTH LINE OF SAID PARCEL AND THE EASTERLY PROLONGATION THEREOF, 106.84 FEET; THENCE S.17°28'00"E., 76.87 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°58'57", 62.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 250.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°01'03", 91.71 FEET TO THE POINT OF TANGENCY; THENCE S.20°25'54"E., 750.08 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 161.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°27'19", 127.73 FEET TO A POINT LYING ON THE EAST LINE OF THE AFORESAID LOT 7, BLOCK 369 AS SHOWN ON SAID PLAT OF PORT ST. JOHN UNIT -- EIGHT; THENCE ALONG THE BOUNDARIES OF SAID LOT 7, THE FOLLOWING TWO COURSES AND DISTANCES; N.20°25'54"W., 232.65 FEET; THENCE S.89°57'38"W., 12.73 FEET TO THE POINT OF BEGINNING.
CONTAINING 62727 SQUARE FEET OR 1.44 ACRES MORE OR LESS.

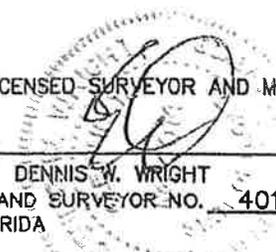
REVISED 5/14/2019 TO CHANGE TO EXHIBIT "B".

REVISED 12/10/2018 TO REMOVE FP&L COMPANY EASEMENT.

NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO: _____
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

CERTIFIED BY: _____
DENNIS W. WRIGHT
REGISTERED LAND SURVEYOR NO. 4014
STATE OF FLORIDA



DATE <u>4/9/18</u>	Honeycutt & Associates, Inc. ENGINEERS • SURVEYORS • PLANNERS 3700 South Washington Avenue • Titusville, Florida 32780 (321) 267-6233 Fax (321) 269-7847 CERTIFICATE OF AUTHORIZATION NO. LB 6762	SECTION: <u>13</u>
ORDER NO. <u>25472</u>		TOWNSHIP: <u>23</u>
FB. NO. _____		RANGE: <u>35</u>
SCALE. <u>1" = 60'</u>		
DWG. NO. <u>PSJ PLANT EASE 2018.DWG</u>		

NOTES AND LEGEND

PARCEL 801

SHEET 2 OF 5 SHEETS

EXHIBIT "B"

NOT VALID WITHOUT SHEETS 1, 3, 4 AND 5

SECTION 13, TOWNSHIP 23 SOUTH, RANGE 35 EAST

PARENT PARCEL NUMBER: 23-35-13-01-A-3

THIS IS NOT A SURVEY

PURPOSE: INGRESS/EGRESS, DRAINAGE AND UTILITY EASEMENT

NOTES:

- 1) THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N.89°57'38"E., AS SHOWN ALONG THE NORTH LINE OF THAT DRAINAGE RIGHT OF WAY THAT LIES IMMEDIATELY NORTH OF BLOCK 369 AS SHOWN ON THE PLAT OF PORT ST JOHN UNIT -- EIGHT AS RECORDED IN PLAT BOOK 23, PAGE 70, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- 2) THE OWNERSHIP AND ENCUMBRANCE REPORT FILE NO:18-1272 PREPARED BY NEW REVELATIONS, INC., EFFECTIVE DATE:4/25/2018 REPORTS ONE EXCEPTION, A RESOLUTION TO NAME A STREET WHICH DOES NOT AFFECT THE PARCEL OF LAND DESCRIBED HEREIN.

LEGEND

☉ = Centerline
ORB. __, PG. __ = Official Records Book and Page
579/1049 = Typical nomenclature for Official Records Book and Page.
☉ = Centerline
P.C. = Point of Curvature
P.T. = Point of Tangency
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
P.R.C. = Point Of Reverse Curvature
R/W = Right-of-way
Δ = Curve's Delta Angle
R = Radius
L = Length

DATE 8/8/17
ORDER NO. 25390
FB. NO. _____
SCALE. 1" = 60'
DWG.NO. PSJ PLANT EASE.DWG

Honeycutt & Associates, Inc.
ENGINEERS • SURVEYORS • PLANNERS
3700 South Washington Avenue • Titusville, Florida 32780
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CERTIFICATE OF AUTHORIZATION NO. LB 6762

SECTION: 13
TOWNSHIP: 23
RANGE: 35

MAP OF DESCRIPTION

PARCEL 801

SECTION 13, TOWNSHIP 23 SOUTH, RANGE 35 EAST

PARENT PARCEL NUMBER: 23-35-13-01-A-3

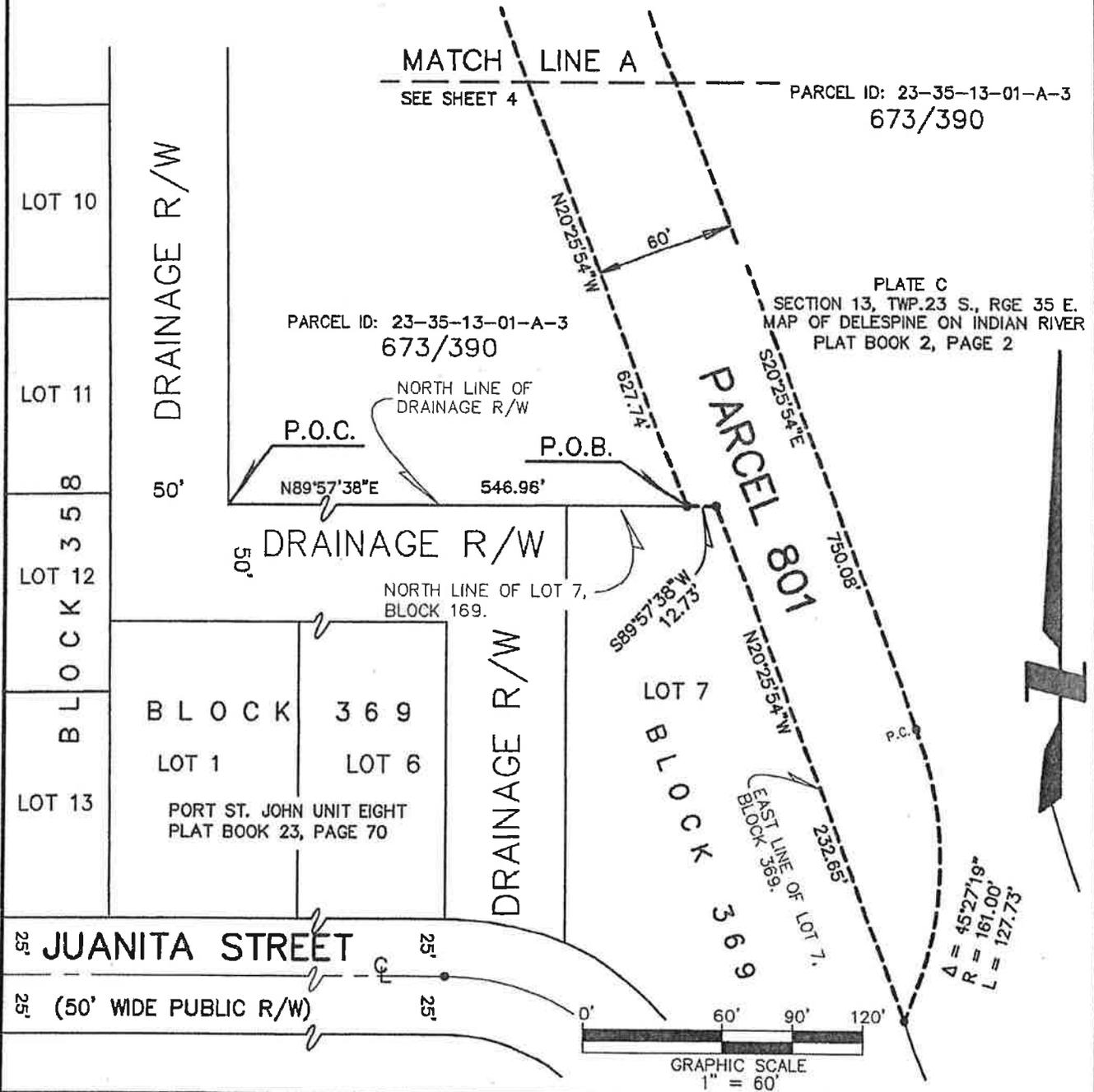
PURPOSE: INGRESS/EGRESS, DRAINAGE AND UTILITY EASEMENT

SHEET 3 OF 5 SHEETS

EXHIBIT "B"

NOT VALID WITHOUT SHEETS 1, 2, 4 AND 5

THIS IS NOT A SURVEY



DATE 8/8/17

ORDER NO. 25390

FB. NO. _____

SCALE 1" = 60'

DWG. NO. PSJ PLANT EASE.DWG

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CERTIFICATE OF AUTHORIZATION NO. LB 6762

SECTION: 13

TOWNSHIP: 23

RANGE: 35

MAP OF DESCRIPTION

PARCEL 801

SECTION 13, TOWNSHIP 23 SOUTH, RANGE 35 EAST
PARENT PARCEL NUMBER: 23-35-13-01-A-3

PURPOSE: INGRESS/EGRESS, DRAINAGE AND UTILITY EASEMENT

SHEET 4 OF 5 SHEETS

EXHIBIT "B"

NOT VALID WITHOUT SHEETS 1-3 AND 5

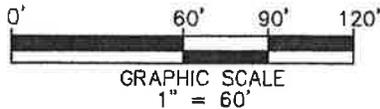
THIS IS NOT A SURVEY

MATCH LINE B

SEE SHEET 5

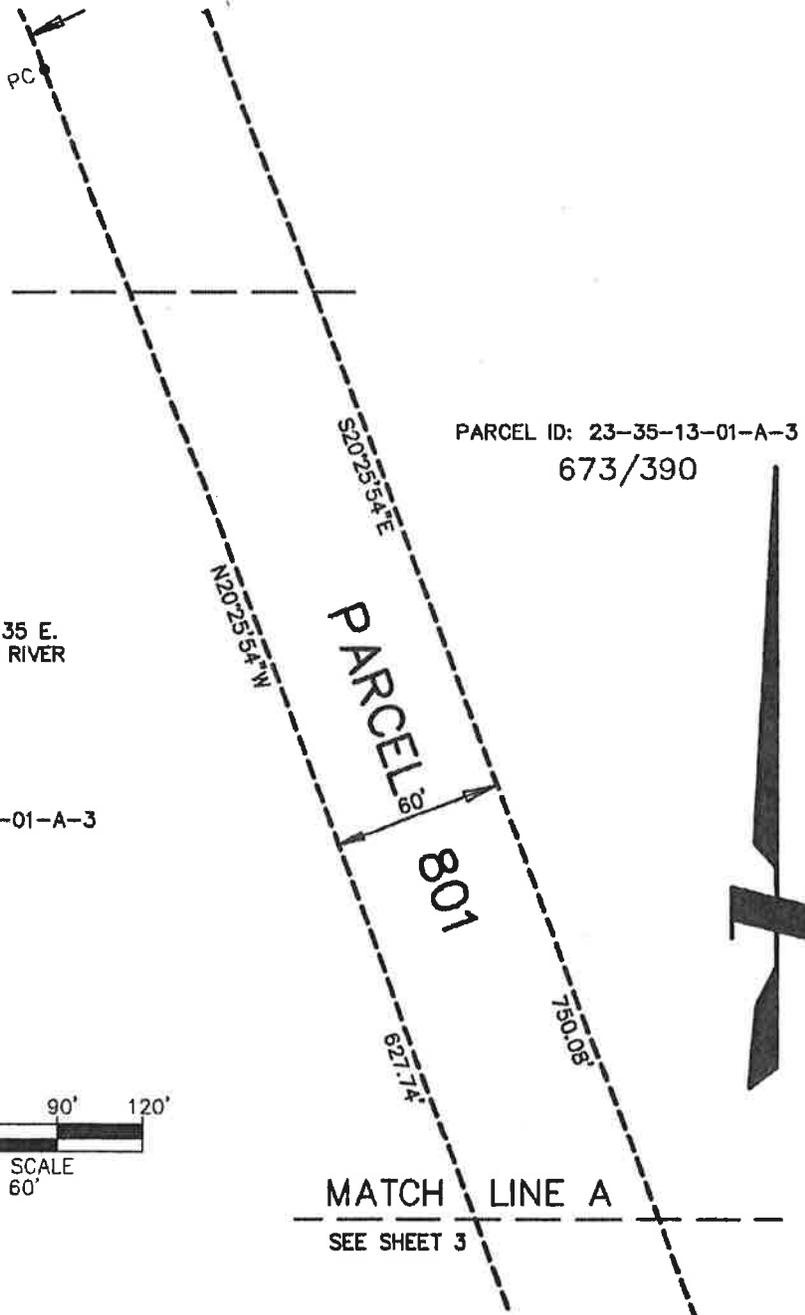
PLATE C
SECTION 13, TWP.23 S., RGE 35 E.
MAP OF DELESPINE ON INDIAN RIVER
PLAT BOOK 2, PAGE 2

PARCEL ID: 23-35-13-01-A-3
673/390



MATCH LINE A

SEE SHEET 3



DATE 8/8/17
 ORDER NO. 25390
 FB. NO. _____
 SCALE. 1" = 60'
 DWG.NO. PSJ PLANT EASE.DWG

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CERTIFICATE OF AUTHORIZATION NO. LB 6762

SECTION: 13
 TOWNSHIP: 23
 RANGE: 35

MAP OF DESCRIPTION

PARCEL 801

SECTION 13, TOWNSHIP 23 SOUTH, RANGE 35 EAST

PARENT PARCEL NUMBER: 23-35-13-01-A-3

PURPOSE: INGRESS/EGRESS, DRAINAGE AND UTILITY EASEMENT

SHEET 5 OF 5 SHEETS

EXHIBIT "B"

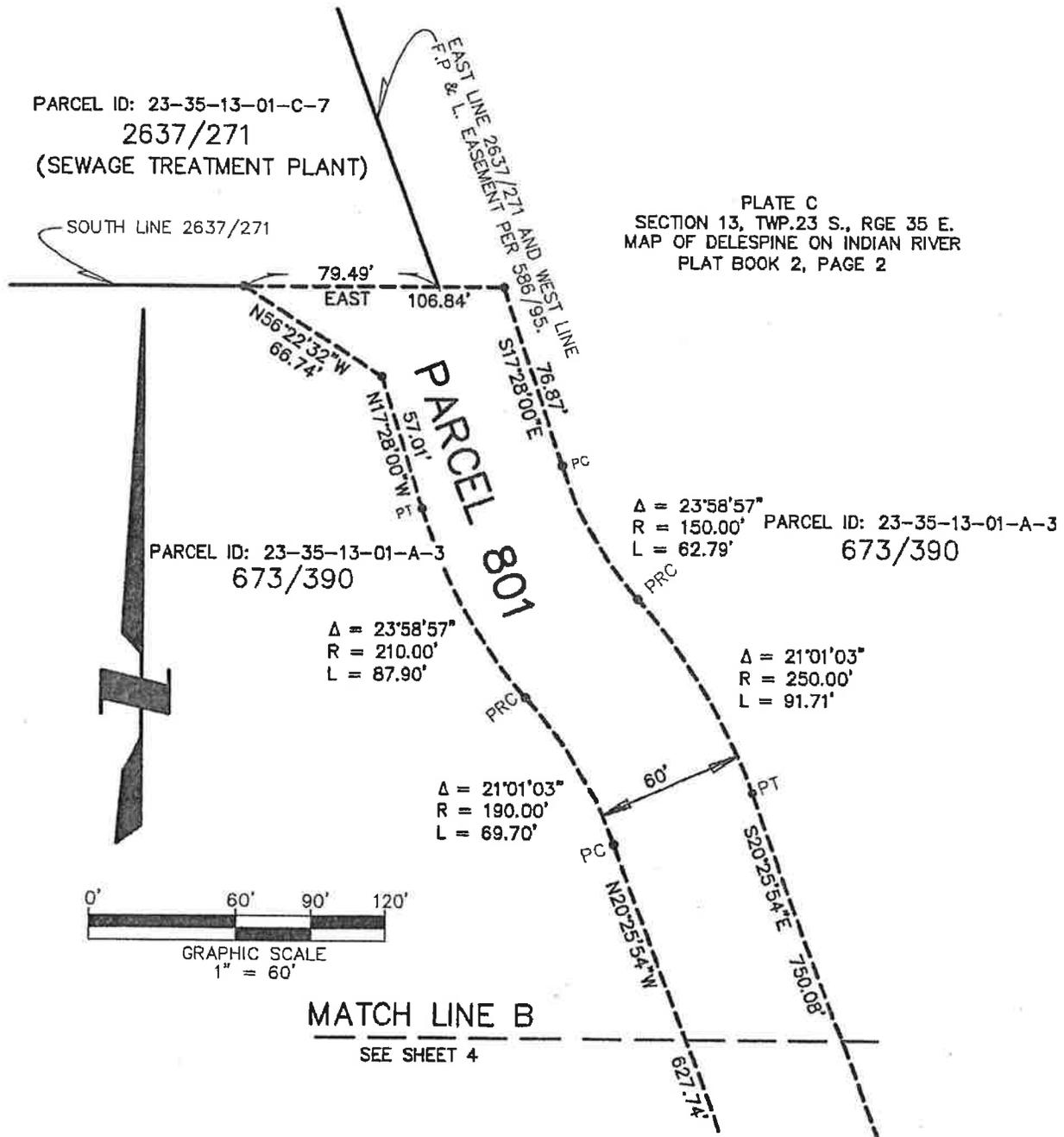
NOT VALID WITHOUT SHEETS 1 - 4

THIS IS NOT A SURVEY

PARCEL ID: 23-35-13-01-C-7
2637/271
(SEWAGE TREATMENT PLANT)

SOUTH LINE 2637/271

PLATE C
SECTION 13, TWP.23 S., RGE 35 E.
MAP OF DELESPINE ON INDIAN RIVER
PLAT BOOK 2, PAGE 2



DATE 8/8/17
ORDER NO. 25390
FB. NO. _____
SCALE 1" = 60'
DWG. NO. PSJ PLANT EASE.DWG

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CERTIFICATE OF AUTHORIZATION NO. LB 6762

SECTION: 13
TOWNSHIP: 23
RANGE: 35

LOCATION MAP

TWP: 23 RNG: 35 SEC: 13 DISTRICT: 1

STREET NAME: Juanita Street / Carole Avenue

OWNER'S NAME: Florida Power & Light Company

