



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Public Hearing

H.7.

8/24/2021

Subject:

Approval, Re: Resolution, Amendment to Exchange Agreement Between Nasa Investment Partners, LLC and Brevard County, Florida and Right-of-Way Use Agreement - District 5.

Fiscal Impact:

None

Dept/Office:

Public Works Department / Land Acquisition

Requested Action:

It is requested that the Board of County Commissioners: 1) accept and authorize the Chair to execute the attached Resolution, Amendment to the Exchange Agreement Between Nasa Investment Partners, LLC and Brevard County, Florida and Right of Way Use Agreement, and 2) authorize the Chair to sign any and all documents to effectuate the Exchange.

Summary Explanation and Background:

The subject property is located in Section 36, Township 27 South, Range 36 East, at the intersection of Nasa Boulevard and Wickham Road in Melbourne.

The Board of County Commissioners, in regular session on July 23, 2019, approved and executed an Exchange Agreement with Nasa Investment Partners, LLC (N.I.P.) related to a stormwater retention area in the southeast quadrant of the intersection of Nasa Boulevard and Wickham Road, and authorized the Chair to sign all closing documents required at closing. The Agreement provided for specific easements which the parties are seeking to update and amend. The parties agree that the updates to the easements are needed to ensure certain property interests for access, ingress, egress, drainage, utilities, maintenance, roadway, sidewalk, and other purposes are retained. The changes to the easements are as follows:

Parcel 801 Roadway and Drainage easement is amended to Drainage and Utility Easement

Parcel 802 Ingress and Egress Easement is amended to Ingress, Egress, Drainage, Utility and Canal Maintenance Easement

Parcel 803 Drainage Easement is amended to Drainage and Utility Easement

Parcel 804 Roadway and Drainage Easement is amended to Roadway, Sidewalk, Utility and Drainage Easement

The Resolution is pursuant to Section 125.37, Florida Statutes, authorizing the Amendment to the Exchange Agreement of County property and property interests, for other real property and property interests owned

by N.I.P.; and provides for an effective date.

The Right of Way Use Agreement, Exhibit C of the Exchange Agreement, is in substantial form as adopted by the Board in the original Agreement.

Staff has reviewed the requested revisions and has no objections.

The User Department approves this request.

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

Clerk to the Board Instructions:

Upon execution by the Chair, Public Works Department will contact the Clerk's office to make arrangements to pick up the original executed Resolution, Amendment to the Exchange Agreement and Right of Way Use Agreement between NASA Investment Partners, LLC and Brevard County, Florida.



August 25, 2021

M E M O R A N D U M

TO: Marc Bernath, Public Works Director Attn: Lucy Hamelers, Land Acquisition

RE: Item H.7., Approval of Resolution, Amendment to Exchange Agreement Between Nasa Investment Partners, LLC and Brevard County and Right-of-Way Use Agreement

The Board of County Commissioners, in regular session on August 24, 2021, adopted Resolution No. 21-105; authorized the Chair to execute the Resolution, Amendment to the Exchange Agreement between Nasa Investment Partners, LLC and Brevard County, and Right-of-Way Use Agreement; and authorized the Chair to sign any and all documents to effectuate the Exchange. Enclosed is an original fully-executed Resolution, Amendment to the Exchange Agreement and Right-of-Way Use Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell
Kimberly Powell, Clerk to the Board

/sm

Encls. (3)

cc: County Attorney
County Manager



Agenda Report

2725 Judge Fran Jamieson
Vay
FL 32940

Public Hearing

H 7
21-105

H.7.

2021

Subject:

Approval, Re: Resolution, Amendment to Exchange Agreement Between Nasa Investment Partners, LLC and Brevard County, Florida and Right-of-Way Use Agreement - District 5.

Fiscal Impact:

None

Dept/Office:

Public Works Department / Land Acquisition

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The Right of Way Use Agreement, Exhibit C of the Exchange Agreement, is in substantial form as adopted by the Board in the original Agreement.

Staff has reviewed the requested revisions and has no objections.

The User Department approves this request.

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

Clerk to the Board Instructions:

Upon execution by the Chair, Public Works Department will contact the Clerk's office to make arrangements to pick up the original executed Resolution, Amendment to the Exchange Agreement and Right of Way Use Agreement between NASA Investment Partners, LLC and Brevard County, Florida.

RESOLUTION NO. 2021-105

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, (COUNTY) PURSUANT TO SECTION 125.37, FLORIDA STATUTES, AUTHORIZING THE AMENDMENT TO THE EXCHANGE OF COUNTY PROPERTY AND PROPERTY INTERESTS, FOR OTHER REAL PROPERTY AND PROPERTY INTERESTS OWNED BY NASA INVESTMENT PARTNERS, LLC (N.I.P.); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 23, 2019, the COUNTY entered into an exchange agreement with N.I.P. authorizing the exchange of certain real property subject to terms and conditions ("Exchange Agreement"), which is incorporated herein by this reference and attached hereto as Exhibit A; and

WHEREAS, on July 23, 2019, the COUNTY adopted Resolution 2019-117, which is incorporated herein by this reference and attached hereto as Exhibit B; and

WHEREAS, the COUNTY finds the exchange continues to be in the best interest of the public and that the COUNTY lands are unnecessary for public purposes; and

WHEREAS, the Parties agree that updates to the easements identified in Exhibit C of the Exchange Agreement are needed; and

WHEREAS, the Parties agree that updates to the easements identified in County Obligations – Section f.(1) of the Exchange Agreement are needed; and

WHEREAS, the COUNTY has determined that such an amendment is in the public interest and within its statutory responsibilities in order to effectuate the previously agreed upon Exchange Agreement, while ensuring certain property interests for access, ingress, egress, drainage, utilities, maintenance, roadway, sidewalk, and other purposes, are retained.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

The foregoing recitals are incorporated herein and adopted as part of this Resolution.

The COUNTY finds the Amended Exchange Agreement, attached hereto as Exhibit C, which updates the COUNTY easements identified in the Exchange Agreement, is necessary, will serve County purposes, and in the best interest of the COUNTY.

The Chair of the Board of County Commissioners is hereby authorized to sign any and all documents necessary to effectuate the property exchange between the COUNTY and N.I.P.

DONE, ORDERED, AND RESOLVED, by the Board of County Commissioners, this 24th day of August, 2021.

ATTEST:

By: 
Rachel Sadoff, Clerk

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

By: 
Rita Pritchett, Chair
As approved by the Board on 8-24-2021

EXHIBIT A

EXCHANGE AGREEMENT

This Exchange Agreement is made this ____ day of _____, 2019 by and between NASA Investment Partners, LLC, a Florida limited liability company, (hereafter referred to as "N.I.P.") and Brevard County, Florida, a political subdivision of the State of Florida (hereafter referred to as "County").

Whereas, N.I.P. has the 2.5-acre property described in Exhibit A under contract for purchase from the City of Melbourne, Florida, which is hereafter referred to as "the N.I.P. property"; and

Whereas, the County owns the 2.439-acre property described on Exhibit B, hereafter referred to as "County property" which is currently being used as a stormwater pond and right of way; and

Whereas, N.I.P. and the County desire, in accordance with the provisions set forth in Section 125.37, Florida Statutes, to effectuate an exchange of 1.6 acres more or less of the County property, as more particularly shown as Parcel 118B on Exhibit C, for the 2.5-acre N.I.P. property after that 2.5 acres is improved with a stormwater pond; and

Whereas, N.I.P. has agreed to reserve and dedicate perpetual easements to the County over portions of Parcel 118B (County property) for the purpose of drainage and right of way to ensure sufficient room for future expansion of NASA Blvd. and Wickham Rd; and

Whereas, the Parties have also agreed to N.I.P. reserving an easement for maintenance of the newly created stormwater pond on the future County pond parcel; and

Whereas, relocation, redesign and construction of a County stormwater pond to be located on the N.I.P. property, along with N.I.P.'s commitment to pay the cost for maintaining that stormwater pond will result in significant savings to the County as well as enhanced stormwater treatment capacity; and

Whereas, as part of the relocation and redesign, N.I.P. will, at no cost to the County, upgrade the drainage canal pipes and related structures located within a County maintained drainage canal located between W. NASA Blvd. and Old NASA Blvd., as highlighted shown on Exhibit D, attached hereto, at an estimated cost of \$150,000, as well as provide better access and stabilization for future County maintenance of that drainage canal easement by allowing access from both sides of the drainage canal; and

Whereas, the upgraded drainage pipes and structures under Old NASA Blvd. will mitigate the impacts of relocating the pond to the N.I.P. Parcel and has the potential to alleviate upstream

flooding that has historically occurred in areas north of the County property and N.I.P. property;
and

Whereas, N.I.P. will assume all cost of maintenance of the new shared retention pond: at an estimated savings to the County set forth below, which includes the elimination of the need to replace existing underdrains on the current County-owned retention pond located on the site:

Annual maintenance savings:	\$14,000
30-year maintenance savings:	\$420,000 (Not adjusted for inflation or price increases.)
Replacement of under drains:	\$50,000 (estimated to occur every 10 years)
30-year underdrain savings:	\$150,000

Total 30-year savings on Maintenance: \$570,000; and

Whereas, the exchange will create private property at the corner of North Wickham Rd. and NASA Blvd. that will be subject to ad valorem taxation by the County that will result in the following estimated ad valorem tax revenues to the County:

Increase Ad Valorem Taxes on the corner parcel:

Current for both parcels:	\$0.00
Corner parcel:	\$38,000 annually
Over 30 years:	\$1,140,000; and

Whereas, the proposed use for the County property after the exchange will generate impact fees estimated at \$175,000; and

Whereas, proposed use on the County property, after the exchange, is estimated to provide new employment opportunities in the County as follows:

General Manager

Co-Manager

10 Full time associates

5 Part time associates

Assistant Manager Relief

2 Assistant Manager-2

2 Assistant Manager-3

22 Total Employees; and

Whereas, the new construction of the proposed use on the County property, after the exchange is estimated at \$5,000,000; and

Whereas, the County is willing to exchange the N.I.P. property for the County property to upgrade and relocate the existing drainage system for the surrounding area currently served by the County property; and

Whereas, N.I.P. has agreed to construct the improvements required to install a new and upgraded capacity stormwater pond on the N.I.P. property prior to effectuating an exchange; and

Whereas, the Board of County Commissioners hereby finds that, upon completion of the stormwater pond on the N.I.P. property, the County will no longer need the County property for County purposes and desires to acquire the N.I.P. property, after the construction of an upgraded drainage system;

Now, therefore, in consideration of the promises, covenants and conditions set forth in this Agreement, as set forth below, N.I.P., and its successors and assigns, and the County (hereafter sometimes referred to as the "Parties") do agree as follows:

1. Recitals

The recitals set forth above are incorporated by reference in this Agreement and that the matters set forth in those recitals are true representations and findings agreed upon by both Parties.

2. Exchange, Consideration and Conditions

As consideration for this Agreement, N.I.P. agrees to perform the conditions set forth below and the County and N.I.P. agree to exchange the 1.6 acres, more or less, County parcel identified as Parcel 118B as shown and described on Composite Exhibit C for the N.I.P. property, and to exchange or reserve the easements shown on and described on Composite Exhibit C, subject to the satisfaction of the N.I.P. Obligations and County Obligations set forth in the subparagraphs., below.

N.I.P. Obligations

- a. NASA Investment Partners, LLC (N.I.P.) must acquire title to the N.I.P. property currently under contract for purchase within 45 days after the City of Melbourne

approves a site plan for the construction of the stormwater pond to be located on the County property prior to the exchange.

- b. Within one hundred twenty days after the date this agreement is approved by the Board of County Commissioners, N.I.P. shall provide to the County signed and sealed engineering plans for the construction of an upgraded stormwater retention pond on the N.I.P. property for review and approval by County engineering staff.

- (1) The stormwater pond design in the submitted plans shall, at a minimum, provide for the collection, retention and treatment of stormwater runoff, to the extent reasonably required, to provide a functional drainage system.

- (2) The stormwater pond shall be designed to accommodate all of the existing stormwater runoff currently routed to the existing retention area, in accordance with the permits issued for the original pond construction, plus the volume required to accommodate and permit runoff from the new development on the 1.6 acre, more or less, parcel and from any runoff generated by additional lane widening abutting the boundaries of the 1.6 acre, more or less, property along Nasa Blvd. and Wickham Road. County shall have discretion in approval of the stormwater pond design plans, provided, nothing in this sentence shall be construed to eliminate or supersede the permitting requirements of city, state, or other agencies with permitting jurisdiction. Approval of stormwater pond design plans shall not be unreasonably withheld by County.

- c. Within one hundred twenty days after the date this Agreement is approved by the Board of County Commissioners of Brevard County, Florida, N.I.P. shall provide to the County signed and sealed engineering plans for the canal drainage improvements contemplated by Exhibit D for review and approval by County engineering staff.

- (1) The canal drainage improvements design in the submitted plans shall, at a minimum, be designed in a way to not adversely affect stages within the canal system and, to the extent required, to provide upgraded drainage pipes and structures to mitigate upstream flooding that has historically occurred in areas north of the County property and N.I.P. property.

- (2) County shall have discretion in approval of the canal drainage design plans, provided, nothing in this sentence shall be construed to eliminate or supersede the permitting requirements of city, state, or other agencies with permitting jurisdiction. Approval of canal drainage design plans shall not be unreasonably withheld by County.

- d. Upon approval by County engineering staff, and with the County cooperation specified in the County obligations below, N.I.P. shall prepare and submit permit applications for construction of the stormwater retention pond and canal drainage

Improvements to all County and State agencies with jurisdiction to issue the permits required to construct the stormwater pond and canal drainage improvements.

- e. Upon receipt of the necessary permits, N.I.P. shall be solely responsible for constructing the stormwater pond and canal drainage improvements in accordance with the approved engineering plan and permits, at no expense to the County.
- f. N.I.P. shall seek and obtain all inspections and approvals required from all agencies with jurisdiction to allow the use of the stormwater pond on what is currently the N.I.P. property. Upon connection to the new stormwater pond and receipt of those approvals, N.I.P. will disconnect the drainage system from the existing pond located on what is currently the County property.
- g. N.I.P. shall provide the County an as-built survey of the newly constructed pond and drainage facilities.
- h. N.I.P. shall seek and obtain all inspections and approvals required from all agencies with jurisdiction required for the canal drainage improvements.
- i. N.I.P. shall bear all closing costs and costs for publishing the required statutory notice of exchange, as well as the preparation and recording of the documents necessary to complete the exchange by conveyance of the N.I.P. and the County properties.
- j. At closing, N.I.P. shall transfer to the County the N.I.P. property described in Exhibit A in fee simple, subject to the reservation of a non-exclusive easement by N.I.P. for maintenance of the stormwater pond system over the 2.5 acres.

County Obligations

- a. The closing of the exchange of the N.I.P. property and the County property shall be conditioned upon satisfaction of the following conditions:
 - (1) Completion and connection of the new stormwater pond by N.I.P. on the 2.5-acre N.I.P. property and disconnection of the existing stormwater pond on the County property; and
 - (2) receipt of approval to place that new stormwater pond into operation from all agencies with jurisdiction; and
 - (3) completion of construction of the canal drainage improvements
 - (4) compliance in full by N.I.P. with this Agreement
 - (5)
- b. The County will provide the Sketch and Descriptions for the 1.6-acre parcel and easements shown on Composite Exhibit C.
- c. The County shall cooperate with N.I.P. and execute any necessary documents required by agencies for N.I.P. to acquire the permits, from any non-County agency, that are necessary to construct or utilize the new stormwater pond. The Board of

County Commissioners' approval of this Agreement shall constitute the authority for the Chair, County Manager or his designee to execute all documents required to obtain the applications and documents required by the agencies that will be issuing the necessary permits. The Board of County Commissioners approval of this Agreement shall also constitute authorization for N.I.P. to apply for any land use, zoning, site plan or other approval required to utilize the County property for commercial use but shall not guarantee approval of such application.

- d. The County shall review the proposed stormwater pond design engineering plans submitted to the County for approval within fifteen days after receiving the plans from N.I.P. If plan revisions are required by the County, the County shall review those revisions within fifteen days after receipt of the revised plans. Review times associated with any city, state, and federal agencies with jurisdiction are not guaranteed under this Agreement.
- e. The County may inspect the progress of the stormwater pond and canal drainage improvement construction at any time but shall provide and complete an inspection of the finished stormwater drainage system within five business days after final as-builts have been provided and notification from N.I.P. that the project has been completed.
- f. At closing of the exchange, the County will:
 - (1) convey by County deed to N.I.P. the property shown and described in Exhibit C, provided the County deed shall reserve, and/or N.I.P. shall dedicate, the following easements as shown and described on Exhibit C:
 - Parcel 801: an irregular shaped roadway and drainage easement over the northern boundary of Parcel 118B
 - Parcel 802: a fifteen-foot-wide ingress and egress easement for the purpose of maintaining the portion of the drainage ditch system adjacent to the easternmost property line of Parcel 118B,
 - Parcel 803: a fifteen-foot-wide drainage easement over the southern boundary of Parcel 118B
 - Parcel 804: an irregular shaped roadway and drainage easement over the western boundary of Parcel 118B
 - (2) approve and execute a 30-year Right of Way Use Agreement (ROWUA) with automatic 30-year extensions over the reserved easement and the area shown and described in the ROWUA, including the reserved easement area specified in subparagraph g.(1) above. The form and terms of ROWUA shall be substantially those set forth in Exhibit F, attached hereto, which terms shall allow access to and across the area described in the ROWUA to N.I.P., its successors, assigns, lessees and commercial or government vehicles providing service or delivery to

any business located on the 1.6-acre, more or less, site, including waste removal trucks and emergency vehicles. N.I.P. and the County agree that the County's use of the easement reserved under subparagraph g.(1) above will involve maintenance of the ditch using heavy equipment including track hoes. N.I.P. therefore agrees to design and construct its access over the portion of area described in the ROWUA abutting the property line of Parcel 118B, as that parcel property line is shown in Exhibit C to the exchange agreement between the parties with features and material of sufficient strength to support such heavy machinery.

3. Title Evidence and Insurance.

NIP shall provide marketable title to County. At least twenty days prior to Closing Date, a title insurance commitment for the N.I.P. property shall be issued by a Florida licensed title insurer with Brevard County, Florida as the insured, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an Owner's Policy of title insurance shall be obtained and delivered to the County. If N.I.P. has an Owner's Policy of title insurance covering the N.I.P. Property, a copy shall be furnished to the County and Closing Agent within fifteen days after obtaining that policy. N.I.P. shall designate the Closing Agent and pay for Owner's Policy and Charges including charges for closing services.

4. Title Examination

The County shall have ten days after receipt of Title Commitment to examine it and notify N.I.P. in writing specifying defect(s), if any, that render title unmarketable. If N.I.P. provides Title Commitment and it is delivered to the County less than twenty days prior to Closing Date, the County may extend Closing for up to ten days after date of receipt to examine same in accordance with this section. N.I.P. shall have thirty days ("Cure Period") after receipt of the County's notice to take reasonable diligent efforts to remove defects. If the County fails to so notify N.I.P., the County shall be deemed to have accepted title as it then is. If N.I.P. cures defects within Cure Period, N.I.P. will deliver written notice to the County (with proof of cure acceptable to the County and the County's attorney) and the Parties will close this exchange on the Closing Date (or if Closing Date has passed, within ten days after the County's receipt of N.I.P.'s notice). If N.I.P. is unable to cure defects within the Cure Period, then the County may, within five days after expiration of Cure Period, deliver written notice to N.I.P.:

- extending Cure Period for a specified period not to exceed 120 days within which N.I.P. shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or

- elect to accept title with existing defects and close this exchange on Closing Date (or if Closing Date has passed, within the earlier of ten days after end of Extended Cure Period or the County's receipt of N.I.P.'s notice), or
- elect to terminate this Agreement, thereby releasing the County and N.I.P. from all further obligations under this Agreement. If after reasonable diligent effort, N.I.P. is unable to timely cure defects, and the County does not waive the defects, this Agreement shall terminate, thereby releasing the County and N.I.P. from all further obligations under this Agreement.

5. Closing

The closing of the exchange shall take place within thirty days after the new stormwater pond on the 2.5-acre N.I.P. property has been connected and is operable in accordance with the final approval of the constructed stormwater system by the County and all other agencies with jurisdiction as well as completion of the canal drainage improvements contemplated in Exhibit D and according to the approved construction plans. Should N.I.P. fail to complete its obligations in full under this Agreement, the County may refuse to close and terminate this Agreement. N.I.P. assures the County that at the time of closing no mortgages or security will be placed upon Parcel 118B so as to take priority over the covenants and conditions agreed to in this Agreement.

6. Closing Documents and Costs

N.I.P. shall, at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the N.I.P. Property, a construction lien affidavit(s), owner's possession and no lien affidavit(s). N.I.P. shall furnish to the County and pay for a survey of Parcel 118B, as shown on Composite Exhibit C, as well as a description of the easements referenced in paragraph 2, above. Said survey shall be subject to review and approval by the County and County survey staff. N.I.P. shall be responsible for the preparation of all closing documents. N.I.P. shall also pay all closing and title insurance costs.

7. N.I.P. Representation as to Non-Foreign Status

N.I.P. hereby warrants and represents that it is a Florida limited liability company and not a "foreign person" as defined by FIRPTA, section 1445 of the Internal Revenue Code.

8. Maintenance and Lien in the Event of Default

N.I.P. or its assigns or successors in interest agree:

- a. to maintain the new stormwater pond constructed on the 2.5-acre N.I.P. property in perpetuity so long as the stormwater pond is used for stormwater collection purposes. Such maintenance shall be to County and State of Florida Department of Transportation

- (F.D.O.T.) standards and shall include replacement of underdrains or reconstruction as necessary;
- b. to notify the County in writing thirty days prior to any non-routine replacements or reconstruction work and obtain any necessary permits or approvals as they may be required.
 - c. that in the event N.I.P. or its successor defaults on its maintenance obligation, after delivering thirty days written notice of default and right to cure to N.I.P., the County may impose a lien for the reasonable cost to maintain the stormwater pond together with the reasonable administrative cost to the County for perfecting or recording such a lien. Subject to subparagraph d., below, the Parties agree that such a lien on the future N.I.P. property (Parcel 118B) is subject to foreclosure or other collection remedies available under Florida law.
 - d. the stormwater pond maintenance obligation is being agreed to by N.I.P. as partial consideration for the exchange provided for in this Agreement.
 - e. Delinquent amounts due and subject to lien for the cost to cure non-maintenance by N.I.P., or its successors and assigns, shall become due and payable at the office of the County Manager thirty days after the notice of default is mailed. If the amount is not paid or the lack of maintenance is not cured within thirty days, the lien may be recorded by the County and thereafter, the amount due to satisfy the lien shall bear interest at the rate of two percent above the prime interest rate per annum, as determined by the Wall Street Journal Prime Rate.
 - f. Collection and foreclosure of a lien, including interest, penalties and a reasonable attorney's fee, may be made by the Board of County Commissioners by instituting proceedings in a court with jurisdiction to foreclose the lien as provided by law. At the County's discretion, the property subject to the lien may be redeemed at any time prior to sale by paying the total amount due, including interest, court costs, advertising costs and a reasonable attorney's fee or, at the County's discretion, allowing N.I.P. to perform the delinquent maintenance at its cost, plus payment of any court costs, advertising costs and a reasonable attorney's fee, if such fees have been incurred by and invoiced to the County.
 - g. The lien right, maintenance obligation and collection rights provided for in this paragraph 8 shall survive closing.

9. Licensing

All contractors, subcontractors, consultants, sub-consultants, engineers, or other required professionals employed or contracted by N.I.P. to perform the requirements of this Agreement, including any and all future maintenance obligations pursuant to paragraph 8 of this

Agreement, shall be properly licensed as required by the State of Florida and the County. This provision shall survive closing.

10. Assignability

Upon construction of the improvements required under this Agreement and closing, this Agreement and N.I.P.'s obligations hereunder, may be assigned by N.I.P. to any affiliated entity or to any successor in interest to N.I.P. by reason of purchase or lease of the 1.6-acre (more or less) property being conveyed to N.I.P. by the County under this Exchange Agreement. Notice shall be provided by N.I.P. to the County within fifteen days of any such assignment. Such notice shall include contact information for the assignee. Following the closing on the exchange, all provisions surviving closing shall be binding upon on all such successors and assigns. This provision shall also survive closing.

11. Attorney's Fees

In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

12. Venue

Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

13. Insurance

N.I.P., or its successors and assigns, shall cause any contractor, sub-contractor, consultant or sub-consultant retained by N.I.P. to provide services necessary to fulfill the terms of this Agreement, including all maintenance activities required by this Agreement and paragraph 8, shall have in place the following insurance:

- **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars for Bodily Injury and Property Damage per occurrence.
- **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars combined single limits for Bodily Injury and Property Damage per accident.
- **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.
- **Insurance Certificates:** N.I.P. shall provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met under this Agreement and upon insurance renewal annually. Insurance carriers providing

coverage required herein must be licensed or authorized to conduct business in the State of Florida and must possess A.M. Best's Financial Strength Rating of A- Class VIII or better. Said Liability Policies shall provide that the County be an additional insured for the General Liability and Auto Liability insurance. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

This provision shall survive closing.

14. Indemnification

- a. N.I.P., and its successors and assigns, shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of N.I.P., or anyone directly or indirectly employed by N.I.P., or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by in part by a party indemnified thereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by N.I.P. or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. The Parties acknowledge specific consideration has been exchanged for this provision. Nothing contained in this paragraph shall be construed as a waiver of the County's right to the protections of and/or caps on damages afforded by sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on County's potential liability under state or federal law. This indemnification shall survive the termination of this Agreement. This Indemnification shall apply to maintenance activities included in paragraph 8. Nothing in this Agreement shall be interpreted to create any causes of action for any third parties not a party to this Agreement.
- b. N.I.P., and its successors and assigns, agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform work in connection with this Agreement, including any future maintenance activities required in paragraph 8:

"To the fullest extent permitted by law, the contractor shall indemnify and hold harmless Brevard County, Florida and its officers and employees from liabilities, damages, losses and costs including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the County's sovereign immunity."

This provision shall survive closing.

15. Independent Contractor

Nothing in this Agreement shall be interpreted or construed to constitute N.I.P., or any of its agents or employees, or any contractors, subcontractors, consultants, sub-consultants retained by N.I.P. to be the agent, employee or representative of the County.

16. Right to Audit Records

In performance of this Agreement, the N.I.P. shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by N.I.P. in conjunction with this Agreement, and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. N.I.P. shall retain all documents, books and records for a period of five years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. It will be N.I.P.'s duty to identify any information in records created by N.I.P. which it deems is exempt under Florida or federal law and identify the statute number which requires the information be held exempt. All records or documents created by or provided to N.I.P. by the County in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County. N.I.P. shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement and following termination of the Agreement if N.I.P. does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Agreement, N.I.P. may transfer, at no cost to the County, all public records in possession of N.I.P. If N.I.P. transfers all public records to the County upon termination of the Agreement, N.I.P. shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

17. Public Records

Pursuant to Section 119.0701, a request to inspect or copy public records relating to this Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify N.I.P. of the request and N.I.P. must provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. N.I.P. may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order-47, incorporated herein by this reference. A copy of Administrative Order-47 is available upon request from the County's public records custodian designated below.

If N.I.P. fails to provide the requested public records to the County within a reasonable time, N.I.P. may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. N.I.P.'s failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within N.I.P.'s possession and control, N.I.P. agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. N.I.P. shall hire and compensate attorney(s) to represent N.I.P. and County in defending such action. N.I.P. shall pay all costs to defend such action and any costs and attorneys fees awarded pursuant to Section 119.12.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

ROBERT HENDRICKS 321-617-7202
robert.hendricks@brevardfl.gov
2725 Judge Fran Jamieson Way, Suite A-201
Viera, FL 32940

18. Further Assurances and Survival of Closing

The Parties agree that the provisions of this Agreement not directly related to the exchange of property by deed, including the construction, maintenance, ROWUA, plan preparation, permitting, cooperation and other similar obligations of the Parties, along with the further assurance agreement provided for in this paragraph, shall survive the closing of that exchange.

The Parties acknowledge that the construction of a new retention pond and continuing maintenance of that pond may require modifications to the easements and agreements that survive the closing. The Parties, therefore, provide a mutual assurance and agreement that neither party shall unreasonably withhold approval of any reasonably necessary modifications to the easements or provisions of this Agreement that survive closing where such modifications will allow or facilitate the performance of the Parties respective obligations under the surviving provisions of this Agreement. Nothing in this section shall be construed to supersede the requirements of paragraph 22 of this Agreement, applicable law, or the requirement that the Board of County Commissioners of Brevard County, Florida must approve any amendments to this Agreement.

19. Notice

Notice shall be provided to the Parties as follows:

- County: Public Works, c/o Public Works Director, 2725 Judge Fran Jamieson Way, Viera, FL 32940
- N.I.P.: to NASA Investment Partners LLC, the Manager identified in the corporate records of the Secretary of State, which is currently Dale A. Dettmer, 304 S Harbor City Blvd. Ste 201, Melbourne, FL 32901

20. Recording

N.I.P. shall be responsible for recording this Agreement in the official public records of Brevard County, Florida at the time of closing.

21. Covenants Running with the Land

This Agreement and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the Parties hereto. Each provision hereof (including the burden of perpetual maintenance of the stormwater pond to be built upon the lands described in Exhibit A) shall be deemed both a covenant and a condition and shall run with the lands described in Exhibit C upon closing:

LEGAL DESCRIPTION: PARCEL 118B, (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BEVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT

ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 258.63 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL NUMBER 118; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 281.06 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 37.76 FEET; THENCE NORTH 00° 27' 11" WEST FOR A DISTANCE OF 190.50 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 47.38 FEET; THENCE NORTH 87° 52' 25" EAST FOR A DISTANCE OF 210.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS NORTH 88° 40' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET TO THE POINT OF BEGINNING, CONTAINING 69,733 SQUARE FEET (1.60 ACRES), MORE OR LESS.

Subject only to taxes imposed by any governmental authority, each and every assessment of lien which the County has authority to impose, together with any collection costs, attorneys' fees, penalties or interest authorized to be established, reserved, or imposed hereby, or under this restrictive covenant shall relate back to this Agreement and shall be superior to any mortgage or other security placed on the property described in this section.

22. Entirety

This Agreement represents the understanding and agreement of the Parties in its entirety. There shall be no amendments to the Agreement unless such amendments are in writing and signed by both Parties.


23. Effective Date

This Agreement shall take effect upon date of execution by the last party to the Agreement.

In witness whereof, the Parties hereto have set their hands and seals the day and year first below written.

Attest:

Board of County Commissioners of
Brevard County, Florida



Scott Ellis, Clerk

BY: 

Kristine Isnardi, Chair
July 23, 2019


Date

Approved by the Board on: 7/23/19


Approved as to legal form and content:

BY: _____
Assistant County Attorney

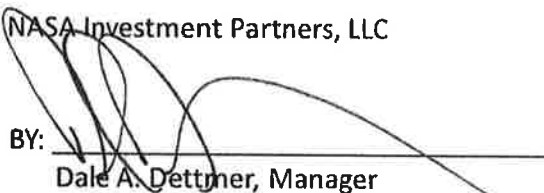
Witnesses:

BY: 

Debra L Campos
Printed Name

BY: 

Stacy Horan
Printed Name

NASA Investment Partners, LLC
BY: 

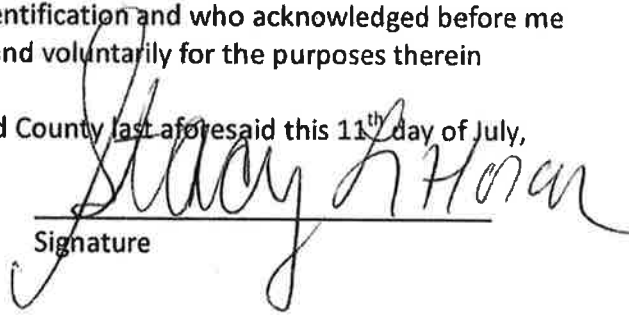
Dale A. Dettmer, Manager

STATE OF FLORIDA
COUNTY OF BREVARD

I hereby certify that before me, an officer duly authorized to take acknowledgments, personally appeared Dale A. Dettmer to me known to be the Manager of NASA Investment Partners, LLC, or provided _____ as identification and who acknowledged before me that they executed the within instrument freely and voluntarily for the purposes therein expressed.

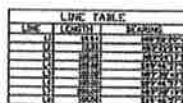
Witness my hand and official seal in the State and County last aforesaid this 11th day of July, 2019.





Signature

Notary Name (typed or printed)

[illegible]

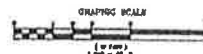
- SCHEDULE OF DISBURSEMENTS FOR FISCAL YEAR 1970-71. THIS POLARIS PROGRAM, ORDER NO. 67-0112.
COMPLETED DATE 1/18/71 BY J. G. S.

1. NOT A SURVEY MATTER.
2. NOT A SURVEY MATTER.
- 3(a) NOT AS FOR SURVEY.
 - (b) NOT A SURVEY MATTER.
 - (c) NOT A SURVEY MATTER.
 - (d) NOT A SURVEY MATTER.
4. NOT A SURVEY MATTER.
5. 3.3.R. 545, PG. 255, PARA. 886, PG. 256, PLATED OF SURVEY.
6. 3.3.R. 1023, PG. 218, PLATED OF SURVEY.
7. 3.3.R. 1023, PG. 218, PLATED OF SURVEY.
8. 3.3.R. 5006, PG. 2156, PLATED OF SURVEY.
9. NOT A SURVEY MATTER.

1. BEARING BASES FOR THIS SURVEY IS THE NORTH RIGHT OF WAY LINE OF OLD HASA BOULEVARD FOR ALABAMA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP F.P. NO. 41044667 1, PAGE 6 OF 8, DATED 11-17-06 WHICH BEARS N09°38'40"E, AND AS SHOWN HEREON.

2. THE PARCEL DESCRIBED HEREIN IS IN ZONE "X" AS PER THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP #17000-0081-0 01070-1-17.

2. THE PARCEL DESCRIBED HEREIN IS IN ZONING "A-1" AS PER THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP (FLOOD 5561-B, DATED 3-17-14).
3. THE DATE OF THE FLOOD INSURANCE RATE MAP HEREON IS AS FURNISHED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY AND HAS NOT BEEN ABSTRACTED BY THE UNDERSIGNED FOR EASEMENTS, RIGHTS OF WAY OR RESERVATIONS OF RECORD.
4. NASA HEIGHT OF WAY IS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP P.P.S. NO. 4004667-1, PAGE 4 & 5 OF 6 DATED 12-17-13 REFERENCE TO HEREON AS "FDOT MAP".
5. BELOW GROUND IMPROVEMENTS HAVE NOT BEEN SPECTED ON THIS MAP OF SURVEY.
6. BEARS AND DISTANCES SHOWN HEREON REFLECT BOTH FDOT MAP AND MEASURED UNLESS OTHERWISE NOTED.



ALPHABET

EXHIBIT B

ALL OF THAT CERTAIN PARCEL OF LAND BEING DESCRIBED AS FOLLOWS:

"The North 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 27 South, Range 36 East, Brevard County, Florida; lying East of Wickham Road; LESS AND EXCEPT the right-of-way for Ellis Road."

(The above described parcel of land being those lands described and recorded in Official Records Book 2558, Page 2194, Public Records of Brevard County, Florida.)

CONTAINING: 2.439 Acres, more or less.

LEGAL DESCRIPTION PARCELS 118B, 801, AND 802

EXHIBIT "C"
SHEET 1 OF 5

NOT VALID WITHOUT SHEET 2, 3, 4, & 5 OF 3
THIS IS NOT A SURVEY

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

LEGAL DESCRIPTION: PARCEL 118B. (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 258.63 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL NUMBER 118; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 281.06 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 37.76 FEET; THENCE NORTH 00° 27' 11" WEST FOR A DISTANCE OF 190.50 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 47.38 FEET; THENCE NORTH 87° 52' 25" EAST FOR A DISTANCE OF 210.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS NORTH 88° 40' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET TO THE POINT OF BEGINNING, CONTAINING 69,733 SQUARE FEET (1.60 ACRES), MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 801. ROADWAY AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 38.79 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN NORTH 75° 42' 04" WEST FOR A DISTANCE OF 37.43 FEET; THENCE SOUTH 89° 32' 49" WEST FOR A DISTANCE OF 224.00 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 32.28 FEET; THENCE NORTH 87° 52' 25" EAST FOR A DISTANCE OF 210.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS NORTH 88° 40' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET TO THE POINT OF BEGINNING, CONTAINING 6,631 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 802. INGRESS-EGRESS, DRAINAGE AND CANAL MAINTENANCE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 106.22 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 219.58 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.01 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00° 19' 11" WEST ALONG A LINE 15.00 FEET WEST OF AND PARALLEL TO SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 224.21 FEET; THENCE SOUTH 75° 42' 04" EAST FOR A DISTANCE OF 15.50 FEET TO THE POINT OF BEGINNING, CONTAINING 3,323 SQUARE FEET, MORE OR LESS.

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO.: 27362536_SK_1911026_WICKHAM-ELIJS.dwg

REVISIONS

DATE

DESCRIPTION

SECTION 36

TOWNSHIP 27 SOUTH

RANGE 36 EAST

DATE: JUNE 26, 2019

SHEET: 1 OF 5

LEGAL DESCRIPTION PARCELS 803, 804 AND 901

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

EXHIBIT "C"

SHEET 2 OF 5

NOT VALID WITHOUT SHEET 1, 3, 4, & 5 OF 5

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 803, DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 326.06 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 281.06 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 15° 43' 55" EAST FOR A DISTANCE OF 15.76 FEET; THENCE NORTH 87° 54' 36" EAST ALONG A LINE 15.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE FOR A DISTANCE OF 276.70 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 4,183 SQUARE FEET, MORE OR LESS. UNLESS OTHERWISE INDICATED, ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED.

LEGAL DESCRIPTION: PARCEL 804, ROADWAY AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS SOUTH 88° 40' 28" WEST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET; THENCE SOUTH 87° 52' 25" WEST FOR A DISTANCE OF 210.01 FEET; THENCE SOUTH 44° 49' 10" WEST FOR A DISTANCE OF 32.28 FEET TO THE TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 44° 49' 10" WEST FOR A DISTANCE OF 15.10 FEET; THENCE SOUTH 00° 27' 11" EAST FOR A DISTANCE OF 190.50 FEET; THENCE SOUTH 15° 43' 55" WEST FOR A DISTANCE OF 37.76 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE NORTH 87° 54' 36" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.53 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00° 27' 11" WEST FOR A DISTANCE OF 224.24 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 18.06 FEET; THENCE SOUTH 89° 32' 49" WEST FOR A DISTANCE OF 7.10 FEET TO THE POINT OF BEGINNING, CONTAINING 1,399 SQUARE FEET, MORE OR LESS

LEGAL DESCRIPTION: PARCEL 901, USE AGREEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THE L-7 CANAL OF THE CRANE CREEK DRAINAGE DISTRICT AND BEING LOCATED WITHIN THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS BEING THE WEST 24.00 FEET OF THE EAST 49.50 FEET OF THE SOUTH 418.70 FEET OF THE NORTH 438.70 FEET OF SAID SECTION 36, CONTAINING 10,036 SQUARE FEET (0.23 ACRES), MORE OR LESS.

UNLESS OTHERWISE INDICATED, ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED.

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO.: 27362536_SK_1911026_WICKHAM-ELIJS.dwg

REVISIONS

DATE

DESCRIPTION

SECTION 36

TOWNSHIP 27 SOUTH

RANGE 36 EAST

DATE: JUNE 26, 2019

SHEET: 2 OF 5

LEGAL DESCRIPTION SURVEYOR'S NOTES, ABBREVIATIONS

EXHIBIT "C"
SHEET 3 OF 5

NOT VALID WITHOUT SHEET 1, 2, 4, & 5 OF 5
THIS IS NOT A SURVEY

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 9 IN OFFICIAL RECORDS BOOK 2223, PAGE 832 AS BEING SOUTH 87° 52' 25" EAST, AN ASSUMED BEARING.
3. ONLY RIGHTS OF WAY AND EASEMENTS SHOWN ON APPLICABLE RECORD PLATS ARE INDICATED HEREON. NO OWNERSHIP AND ENCUMBRANCE REPORT OR OTHER INFORMATION WAS FURNISHED TO THE SURVEYOR AND MAPPER.
4. REFERENCE MATERIAL:
 - a. FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR WICKHAM ROAD AT NASA BOULEVARD AND ELLIS ROAD, SECTION 70000, FIP NUMBER 404667 1 ON FILE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FIVE, SURVEYING AND MAPPING SECTION, DELAND, FLORIDA.
5. SECTIONAL BREAKDOWN AND ALIQUOT LINES ARE BASED SAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR WICKHAM ROAD AT NASA BOULEVARD AND ELLIS ROAD, SECTION 70000.

ABBREVIATIONS

BC = BEGIN CURVE
B.O.B. = BASIS OF BEARING
CB = CHORD BEARING
ID = IDENTIFICATION
L = LENGTH
N/F = NOW OR FORMERLY
NTL = NON TANGENT LINE
ORB = OFFICIAL RECORD BOOK
R = RADIUS
RGE = RANGE
SQ.FT. = SQUARE FEET
TWP = TOWNSHIP

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO.: 27362536_SK_1911026_WICKHAM-ELLIS.dwg

REVISIONS

DATE

DESCRIPTION

SECTION 36
TOWNSHIP 27 SOUTH
RANGE 36 EAST

DATE: JUNE 26, 2019

SHEET: 3 OF 5

SKETCH OF DESCRIPTION

PARCEL 118B

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

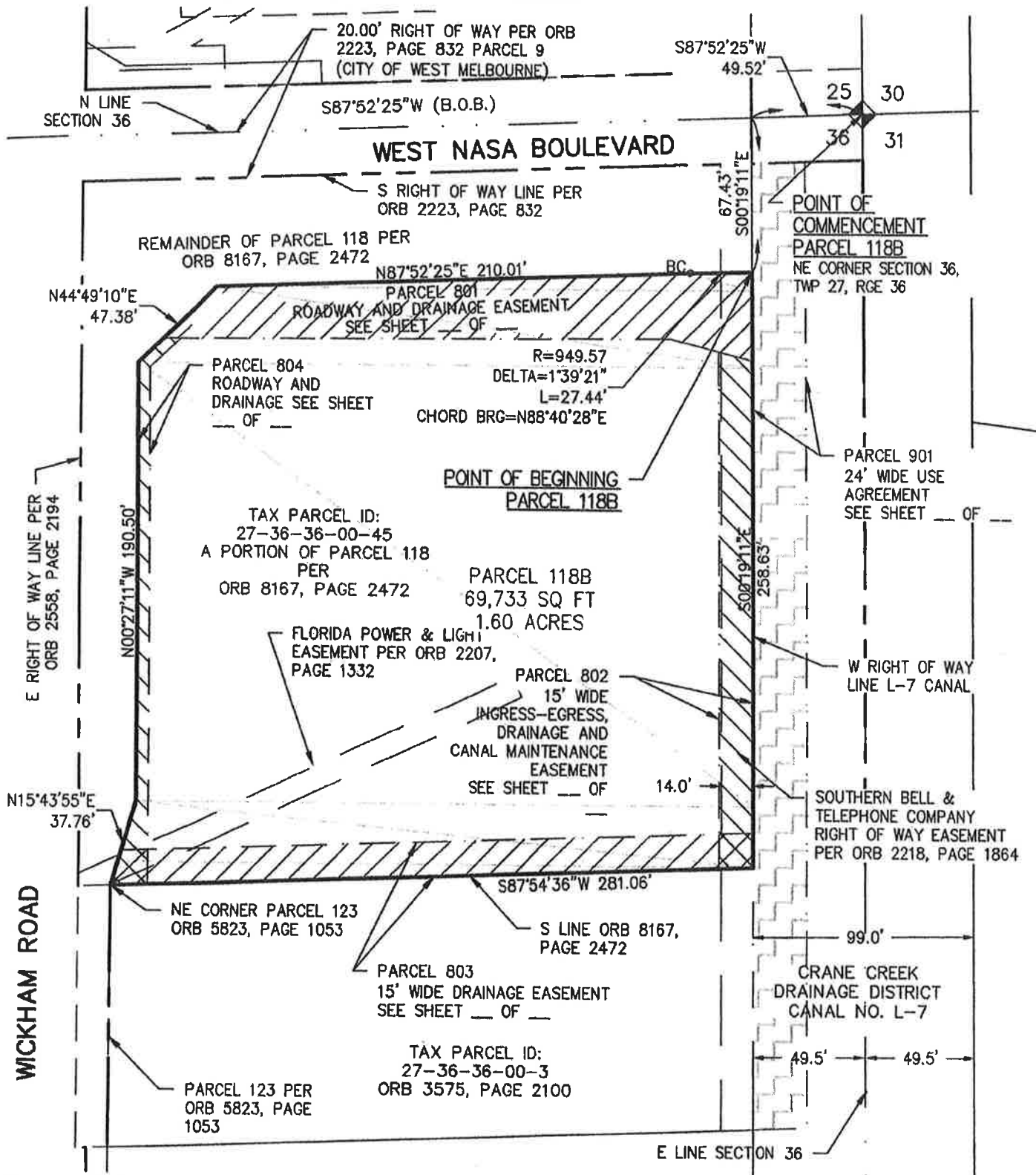


EXHIBIT "C"

SHEET 4 OF 5

NOT VALID WITHOUT SHEET 1, 2, 3, & 5 OF 5

THIS IS NOT A SURVEY



PREPARED BY: BREVARD COUNTY PUBLIC WORKS
SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,
VIERA, FLORIDA 32940

SCALE:
1"=60'
DRAWING NO.:
27363636-00-45-118B-01

SECTION 36
TOWNSHIP 27 SOUTH
RANGE 36 EAST

SKETCH OF DESCRIPTION PARCELS 801, 802, 803, 804, & 901

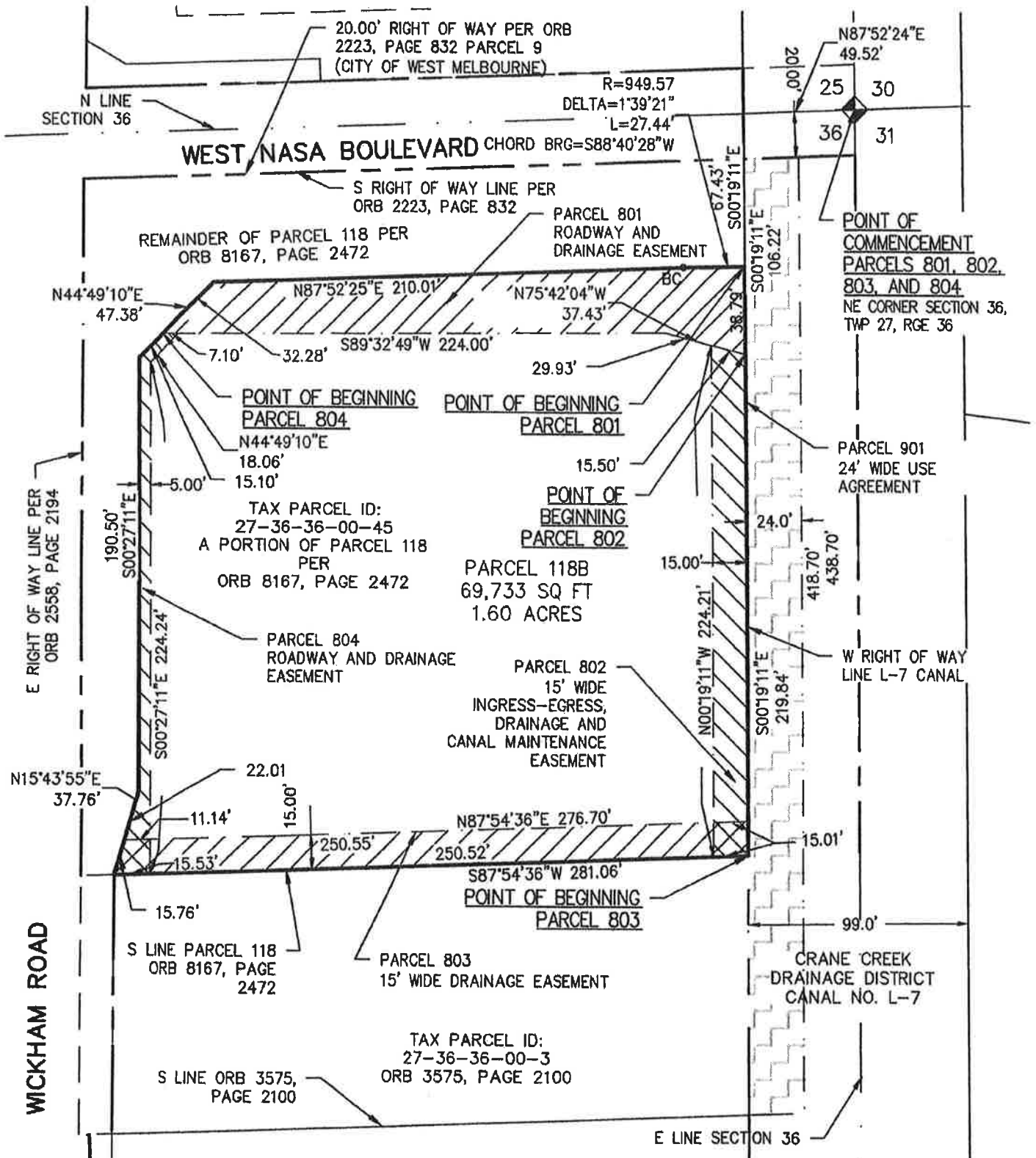
SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST
PARENT PARCEL ID NO.: 27-36-36-00-45
PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

EXHIBIT "C"

SHEET 5 OF 5

NOT VALID WITHOUT SHEET 1, 2, 3, & 4 OF 5

THIS IS NOT A SURVEY



PREPARED BY: BREVARD COUNTY PUBLIC WORKS
SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,
VIERA, FLORIDA 32940

SCALE:

1"=60'

DRAWING NO.:

SECTION 36
TOWNSHIP 27 SOUTH
RANGE 36 EAST

EXHIBIT "D"

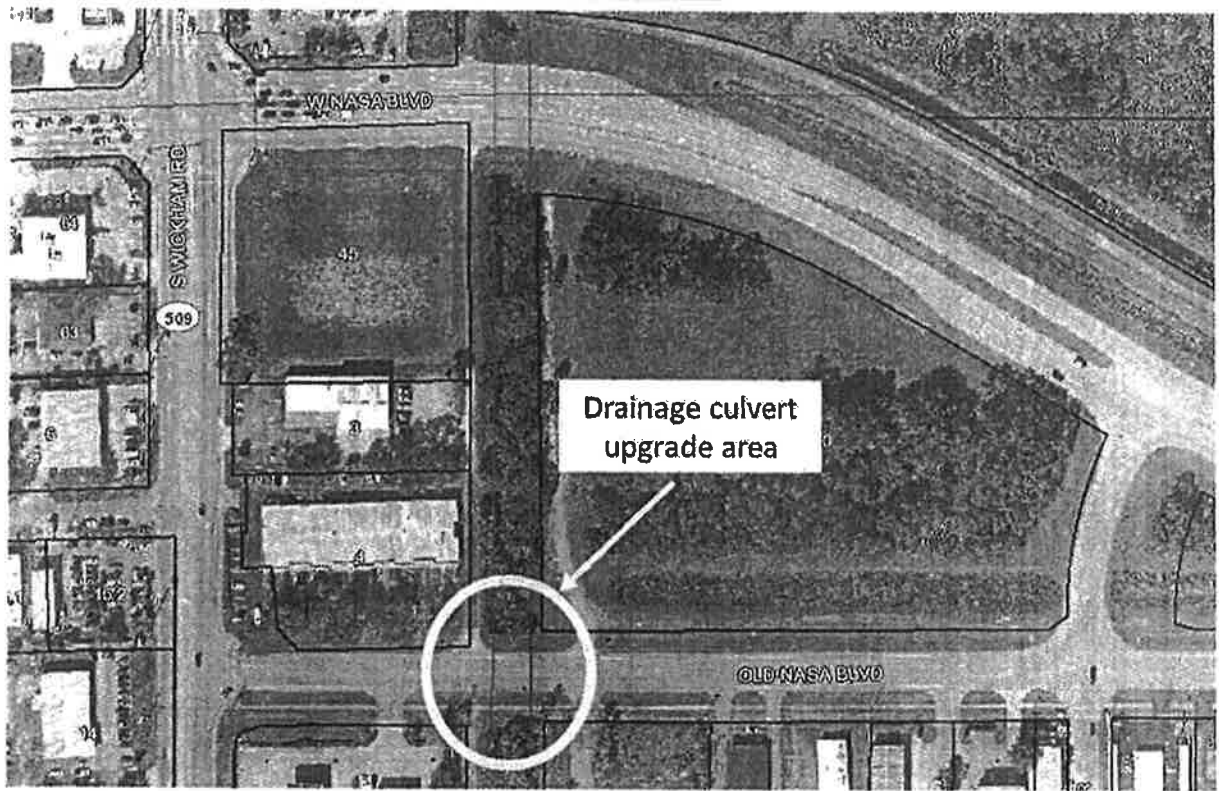


Exhibit E

PUBLIC NOTICE
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

Notice is hereby given that BREVARD COUNTY will consider entering into an agreement for the exchange of real property with NASA INVESTMENT PARTNERS, LLC at the regularly scheduled meeting at 9:00 a.m. on July 23, 2019. This notice is being published as required by Section 125.37, Florida Statutes. The County property being exchanged is described as follows:

LEGAL DESCRIPTION: PARCEL 118B, (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BEVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE PONT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 258.63 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL NUMBER 118; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 281.06 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 37.76 FEET; THENCE NORTH 00° 27' 11" WEST FOR A DISTANCE OF 190.50 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 47.38 FEET; THENCE NORTH 87° 52' 25" EAST FOR A DISTANCE OF 210.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS NORHT 88° 40' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET TO THE PONT OF BEGINNING, CONTAINING 69,733 SQUARE FEET (1.60 ACRES), MORE OR LESS.

The description of the property the County will receive is as follows:

LEGAL DESCRIPTION: PARCEL A (BY SURVEYOR)

A PARCEL OF LAND IN THE NORTHWEST ONE QUARTER OF SECTION 31, TOWNSHIP 27 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA, BOUNDED ON THE WEST BY CRANE CREEK DRAINAGE DISTRICT CANAL L-7, ON THE SOUTH BY OLD NASA BOULEBARD AS (SHOWN ON CITY OF MELBOURNE NASA BOULEVARD RIGHT OF WAY MAP ROAD PLAT BOOK 1, PAGE 61), AND ON THE NORTH BY REALIGNED NASA BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 5862 AT PAGE 6973 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SAID CANAL L-7 (A 99 FOOT WIDE RIGHT OF WAY) AND THE NORTH RIGHT OF WAY LINE OF OLD NASA BOULEVARD (A 100 FOOT WIDE RIGHT OF WAY); THENCE GO N89°38'40"E ALONG SAID NORTH

Exhibit E

RIGHT OF WAY LINE OF OLD NASA BOULEVARD A DISTANCE OF 215.35 FEET; THENCE GO N00°19'11"W A DISTANCE OF 475.34 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE REALIGNED NASA BOULEVARD (A 100 FOOT WIDE RIGHT OF WAY) AND TO A POINT ALONG AN ARC OF A CURVE; THENCE GO NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 221.90 FEET ALONG NON-TANGENT CURVE CONCAVED TO THE SOUTH HAVING A RADIUS OF 889.57 FEET, A CENTRAL ANGLE OF 14°17'33" AND A CHORD WHICH BEARS N76°58'33"W A DISTANCE OF 221.33 FEET TO THE EAST RIGHT OF WAY LINE OF SAID CANAL L-7; THENCE GO S00°19'11"E, ALONG THE EAST RIGHT OF WAY LINE OF SAID CANAL L-7, A DISTANCE OF 526.55 FEET TO THE POINT OF BEGINNING; CONTAINING 2.500 ACRES +/-.

The principal terms and conditions of the proposed exchange agreement are the following:

1. Prior to closing on Exchange, NASA Investment Partners must build a stormwater retention pond on the parcel being transferred and make improvements to an abutting county drainage canal.
2. NASA Investment Partners has agreed to provide for the maintenance of the stormwater pond in perpetuity.
3. The parties have reserved various drainage, maintenance and road easements over the properties being exchanged.

Specific terms and conditions of the agreement can be viewed at the County Attorney's office 2175 Judge Fran Jamieson Way, Bldg. C between the hours of 9:00 AM and 5:00PM, Monday through Friday prior to the County Commission meeting on July 23, 2019 when the County Commission will consider authorizing the Commission Chair to execute the agreement.

In accordance with the Americans with Disabilities Act and Section 286.26 of the Florida Statutes, persons needing special accommodations or an interpreter to participate in the proceedings, please notify Lucy Hamelers at 321-690-6847 in the Public Works Department, Land Acquisition Section, no later than 48 hours prior to the meeting.

EXHIBIT F

USE AGREEMENT

This agreement, made and entered into this ____ day of _____ 2019 by and between the Board of County Commissioners of Brevard, County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County", and NASA Investment Partners LLC, a Florida limited liability company having a principal address of 304 S HARBOR CITY BLVD STE 201, MELBOURNE, FL 32901, hereinafter referred to as the "LLC".

Recitals

Whereas the County owns the public right of way within Crane Creek Drainage District Canal L-7, shown on Exhibit C to the exchange agreement between the parties;

Whereas, the LLC desires north/south ingress and egress over said right of way; and,

Whereas, the County pursuant to the authority set forth in Section 125.01, Florida Statutes, may allow the use of public right of way for purposes which do not conflict with the interests of the public; and

Now therefore, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

The forgoing recitals are true and are incorporated herein by reference.

Section 1. Term

The initial term of this Agreement shall be thirty (30) years commencing with the date of the execution of this Agreement and shall thereafter be automatically renewed for additional thirty (30) year terms unless terminated by either party, in accordance with paragraph 13 Termination herein.

Section 2. Premises

The County hereby agrees to permit the LLC to utilize certain portions of the public right of way, hereinafter referred to as "Premises" for the purposes and under the conditions expressed herein and pursuant to Permit _____. The right of way Premises are described as follows: a north to south ingress and egress access as shown on Exhibit C to the exchange agreement between the parties abutting the westernmost boundary of the Crane Creek Drainage District Canal L-7 for its entire length from the W. NASA on the north to Old NASA Rd. on the south.

Section 3. Purposes

The LLC shall use the Premises for ingress-egress and access from W. NASA Blvd. to Old NASA Rd. and those purposes only, and under the conditions

expressed herein. It is hereby mutually agreed and understood that the use of any improvements now or hereafter located on the Premises shall be for ingress-egress purposes only and not for human occupancy, nor shall such improvements create traffic hazards. LLC shall not install any improvements on, under, or over the access in a manner which causes damage to any other County owned improvements. It is specifically agreed and understood that the use herein set forth shall be the only use consented to by the County, and that failure to comply with this provision shall be considered a material breach of this Agreement, whereupon the County shall be entitled to immediately terminate this Agreement.

It is expressly stipulated that this Agreement and the accompanying permit is a license for permissive use only and that the placing of improvements and/or facilities upon public property pursuant to this Agreement and permit shall not operate to create or vest any property right in said holder.

Section 4. Improvements

The plans and specifications for all improvements on the Premises, if any, shall be in accordance with all County specifications and shall be submitted as an attachment to the County "Roadway and Easement Improvement Application Form" with appropriate fees, for approval by the County or its designated representative. It is hereby agreed and understood that any improvements placed on or constructed on the Premises and permanently attached thereto, shall remain the property of the LLC and that the LLC retains the right to remove such improvements within forty-five days of the date of termination of this Agreement, whether by breach or by expiration of its natural term. In the event such improvements are not removed within forty-five days of termination, the improvements shall become the property of the County.

Section 5. UTILITIES

The LLC shall pay all charges for electrical service and other utility services supplied to the LLC at the Premises.

Section 6. Construction, Repairs and Maintenance

During the term of this Agreement, LLC hereby agrees to construct and maintain improvements within the Premises, if any, in the manner described in this Agreement and as permitted by the County. Improvements shall be constructed and installed in such a manner so as to not cause damage to or interfere with any County improvements or facilities. Any such damage to County improvements or facilities shall be remedied immediately at no cost to the County.

The LLC shall, at its own expense, maintain all permitted LLC-installed improvements, if any, on the Premises and make all necessary repairs and replacements to LLC improvements, if any, on the Premises. Such maintenance, repairs and replacements shall be made promptly as and when necessary.

Section 7. Illegal, Unlawful or Improper Use

The LLC shall make no unlawful, improper, immoral or offensive use of the Premises, nor will the LLC use the Premises or allow use of the Premises for any purposes other than that hereinabove set forth. Failure of the LLC to comply with this provision shall be considered a material default under this Agreement. In the event any improvement is deemed traffic safety hazard by the County or Florida Department of Transportation, such use shall be deemed an improper use and the Agreement shall be subject to immediate termination.

Section 8. Indemnification and Insurance

Except where limited by law, the LLC agrees that it will indemnify and save harmless the County from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the LLC's use, occupation, management or control of the Premises, or any improvement placed thereon by the LLC, or any equipment or fixtures used by the LLC in connection with the Premises. The LLC agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the County in connection with any negligent, reckless, or intentional wrongful act or omission of the LLC and persons employed or utilized by the LLC as it relates to the Premises, and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in any such action or proceedings, except that the LLC will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the negligence, recklessness, or intentional wrongful misconduct of the County or any of its agents, servants, or employees. The parties acknowledge specific consideration has been exchanged for the provision. Nothing herein is intended to be or shall be construed as a waiver of the County's sovereign immunity beyond statutory provisions.

- a. The LLC further agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the County, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance insuring the LLC against any and all claims, demands, demands or causes of action whatsoever for injuries received and damages to property in connection with the use, occupation, management and control of the Premises and the improvements thereon. Such policies of insurance shall insure the LLC in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence.

The LLC and/or its contractors are further required to provide the following insurance: _____

- b. A certificate of such insurance policies shall be provided to the Public Works Department, 2725 Judge Fran Jamieson Way, Bldg. A-201, Viera, Florida, 32940, demonstrating that the aforementioned insurance requirements have been met within ten days of the date of execution of this Agreement and annually upon insurance renewal. The certificates of insurance shall indicate

that the aforementioned policies have been endorsed to name the County as an additional insured and that these policies may not be canceled or modified without thirty days prior written notice to the County.

- c. The LLC shall include in any contract for work upon or involving the Premises that the contractor shall indemnify and hold harmless County from liabilities, damages, losses and costs, including but not limited to attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the contract.
- d. The LLC shall notify the County immediately in writing of any potentially hazardous condition existing on or about the Premises.
- e. All personal property, equipment, fixtures, structures or improvements constructed or placed on or about the Premises shall be at the risk of the LLC and the County shall not be liable for any damage or loss to personal property, equipment, fixtures, structures, or improvements located thereon for any cause whatsoever. The LLC agrees and understands that the County does not and shall not carry liability, theft, or fire insurance on any of said improvements or facilities to cover the LLC's interests therein.
- f. At the time of execution of this Agreement, any existing improvements installed by the LLC, if any, on the Premises will be the responsibility of the LLC. In the event this existing landscaping improvements causes damage to County property, to include but not limited to, sidewalk/roadway/curb and gutter/drainage inlets, the LLC will be responsible for immediate repair to County property. If the LLC fails to repair the damage, the LLC will pay the County all costs incurred by the County to repair the damage.
- g. Nothing contained in this Agreement shall be construed as a waiver of County's right to the protections of and/or caps on damages afforded by sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the County's potential liability under state or federal law.

Section 9. Right of Entry

It is expressly stipulated that this Agreement is a license for permissive use only and that the construction within and/or upon public property pursuant to this Agreement shall not operate to create or vest any property right in said holder. This Agreement does not relieve LLC of local or other jurisdictional requirements. The County or its agents may enter in and on the Premises at any time for any purpose, including inspecting such property or performing other duties as are required by law or by the terms of this Agreement.

Section 10. Compliance with Statutes

The LLC shall promptly execute and comply with all statutes, ordinances, rules, regulations, and requirements of all local, state and federal governmental bodies applicable to the Premises, for the correction, prevention and abatement of

nuisances or other grievances in, upon, or connected with the Premises during the term of the Agreement.

Section 11. Assignability

The LLC shall not assign its responsibilities under this Agreement without the prior written consent of the County. In the event the LLC does assign this Agreement, the LLC and any such assigns shall be jointly and severally responsible for the LLC's responsibilities under this Agreement.

Section 12. Independent Contractor

The LLC shall perform the services under this Agreement as an Independent Contractor and nothing herein shall be construed to be inconsistent with this relationship or status. Nothing in the Agreement shall be interpreted or construed to constitute that the LLC or any of its agents or employees to be the agent, employee or representative of the County.

Section 13. Termination

This Agreement may be terminated with or without cause by either party upon forty-five days' written notice thereof to the other party; provided, however, that upon termination, the LLC shall, at the request of the County, remove all improvements made by LLC to the Premises, if any, or, in the alternative, reimburse the County for the cost of such removal.

Section 14. Right to Audit Records

In performance of this Agreement, the LLC shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the LLC in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The LLC shall retain all documents, books and records for a period of five years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the LLC by the County in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

Section 15. Notice

Notice under this Agreement shall be given to the:

Brevard County Public Works Department
Attn: Support Services Manager
2725 Judge Fran Jamieson Way, Bldg. A-201
Viera, Florida 32940

NASA INVESTMENT PARTNERS, LLC

304 S HARBOR CITY BLVD STE 201, MELBOURNE, FL 32901
Attn: Dale Dettmer

Section 16. Waiver

The waiver by the County of any of the LLC's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the LLC under this Agreement.

Section 17. Entirety

This Agreement represents the understanding between the parties in its entirety and no other agreements, either oral or written, exist between the County and the LLC. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto.

Section 18. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 19. Attorney's Fees and Venue

In the event of any legal action to enforce, interpret, or construe the terms of this Agreement, each party shall bear its own attorney's fees and costs. Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for **Brevard County, Florida, and any trial shall be non-jury.**

Section 20. Construction of Agreement

The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement.

DONE, ORDERED and ADOPTED in Regular Session this ____ day of _____ 20__.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Scott Ellis, Clerk

Kristine Isnardi, Chair
As approved by the Board

Reviewed for legal form and content:

Assistant County Attorney

NASA INVESTMENT PARTNERS LLC

(Witness)

BY: _____
(MANAGER)

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME personally appeared _____, known to me to be the person who executed the foregoing Agreement, and they acknowledged before me that they executed the same for the purposes described therein.

WITNESS my hand and official seal this ____ day of _____, 2019.

Notary Public, State of Florida

My Commission Expires _____

CERTIFICATE

I, the undersigned, _____, do HEREBY CERTIFY that he is the Manager of the LLC and fully vested with the authority to act in behalf of the NASA INVESTMENT PARTNERS, LLC in the execution of this agreement.

(Witness)

(Name/Title)
Manager, NASA Investment Partners, LLC

I HEREBY CERTIFY that on this day personally appeared before me _____, to me known to be the person who signed the foregoing Certificate as such officer, and acknowledged the execution thereof to be his free act and deed on behalf of LLC that he affixed thereto the official seal of LLC; and that as such officer, he is duly authorized to do so.

WITNESS my signature and official seal this ____ day of _____ 20__.

Notary Public, State of _____
My Commission Expires _____

EXHIBIT B

RESOLUTION NO 2019 - 117

**A RESOLUTION PURSUANT TO SECTION 125.37, FLORIDA STATUTES
(2018) AUTHORIZING THE EXCHANGE OF COUNTY PROPERTY FOR
OTHER REAL PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Whereas, Nasa Investment Partners, LLC (N.I.P.) has the 2.5-acre property described in Exhibit A under contract for purchase from the City of Melbourne, Florida, which is hereafter referred to as “the N.I.P. property”; and

Whereas, the County owns the 2.439-acre property described on Exhibit B, hereafter referred to as “County property” which is currently being used as a stormwater pond and right of way; and

Whereas, N.I.P. and the County desire, in accordance with the provisions set forth in Section 125.37, Florida Statutes, to effectuate an exchange of 1.6 acres more or less of the County property, as more particularly shown as Parcel 118B on Exhibit C, for the 2.5-acre N.I.P. property after that 2.5 acres is improved with a stormwater pond; and

Whereas, N.I.P. has agreed to reserve and dedicate perpetual easements to the County over portions of Parcel 118B (County property) for the purpose of drainage and right of way to ensure sufficient room for future expansion of NASA Blvd. and Wickham Rd; and

Whereas, the Parties have also agreed to N.I.P. reserving an easement for maintenance of the newly created stormwater pond

Whereas, relocation, redesign and construction of a County stormwater pond to be located on the N.I.P. property, along with N.I.P.’s commitment to pay the cost for maintaining that stormwater pond will result in significant savings to the County as well as enhanced stormwater treatment capacity; and

Whereas, as part of the relocation and redesign, N.I.P. will, at no cost to the County, upgrade the drainage canal pipes and related structures located within a County maintained drainage canal located between W. NASA Blvd. and Old NASA Blvd., at an estimated cost of \$150,000, as well as provide better access and stabilization for future County maintenance of that drainage canal easement by allowing access from both sides of the drainage canal; and

Whereas, the upgraded drainage pipes and structures under Old NASA Blvd. will mitigate the impacts of relocating the pond to the N.I.P. Parcel and has the potential to alleviate upstream flooding that has historically occurred in areas north of the County property and N.I.P. property; and

Whereas, N.I.P. will assume all cost of maintenance of the new shared retention pond in perpetuity, at an estimated savings of \$570,000 over 30 years to the County, which includes the elimination of the need to replace existing underdrains on the current County-owned retention pond located on the site; and

Whereas, the exchange will create private property at the corner of North Wickham Rd. and NASA Blvd. that will be subject to ad valorem taxation by the County that will result in the following estimated ad valorem tax revenues to the County:

Increase Ad Valorem Taxes on the corner parcel:

Current for both parcels: \$0.00

Corner parcel: \$38,000 annually

Over 30 years: \$1,140,000; and

Whereas, the proposed use for the County property after the exchange will generate impact fees estimated at \$175,000; and

Whereas, proposed use on the County property, after the exchange, is estimated to provide

twenty-two (22) new employment opportunities in the County; and

Whereas, the new construction of the proposed use on the County property, after the exchange is estimated at \$5,000,000; and

Whereas, the County is willing to exchange the N.I.P. property for the County property to upgrade and relocate the existing drainage system for the surrounding area currently served by the County property; and

Whereas, N.I.P. has agreed to construct the improvements required to install a new and upgraded capacity stormwater pond on the N.I.P. property prior to effectuating an exchange; and

Whereas, the Board of County Commissioners hereby finds that, upon completion of the stormwater pond on the N.I.P. property, the County will no longer need the County property for County purposes and desires to acquire the N.I.P. property, after the construction of an upgraded drainage system; and

Whereas, notice of this exchange was properly advertised as required by Section 125.37, Florida Statutes; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

The foregoing recitals are incorporated herein and adopted as part of this resolution.

The parcel to be acquired is described as follows:

See Attached Exhibit "A"


The parcel to be exchanged is described as follows:

See Attached Exhibit "C" which shall be subject to the reservation of easements to the County described in the exchange agreement and noted on Exhibit C.

This resolution shall take effect immediately and the County Attorney is directed to prepare the necessary instruments. However, the exchange of real property and any interests therein shall not occur prior to the satisfaction by N.I.P. of all conditions and closing described above and pursuant to the Exchange Agreement executed between the parties on July 23, 2019.


DONE, ORDERED AND ADOPTED, in Regular Session, this 23 day of July, 2019,
2019, A.D.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 

BRYAN A. LOBER VICE CHAIR
As approved by the Board on 7/23/19

[illegible]

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100	1000	1000

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2000年12月31日

EXHIBIT B

ALL OF THAT CERTAIN PARCEL OF LAND BEING DESCRIBED AS FOLLOWS:

"The North 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 38, Township 27 South, Range 36 East, Brevard County, Florida; lying East of Wickham Road; LESS AND EXCEPT the right-of-way for Ellis Road."

(The above described parcel of land being those lands described and recorded in Official Records Book 2558, Page 2194, Public Records of Brevard County, Florida.)

CONTAINING: 2.439 Acres, more or less.

LEGAL DESCRIPTION PARCELS 118B, 801, AND 802

EXHIBIT "C"
SHEET 1 OF 5

NOT VALID WITHOUT SHEET 2, 3, 4, & 5 OF 3
THIS IS NOT A SURVEY

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

LEGAL DESCRIPTION: PARCEL 118B (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 258.63 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL NUMBER 118; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 281.06 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 37.76 FEET; THENCE NORTH 00° 27' 11" WEST FOR A DISTANCE OF 190.50 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 47.38 FEET; THENCE NORTH 87° 52' 25" EAST FOR A DISTANCE OF 210.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS NORTH 88° 40' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET TO THE POINT OF BEGINNING, CONTAINING 69,733 SQUARE FEET (1.60 ACRES), MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 801, ROADWAY AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 38.79 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN NORTH 75° 42' 04" WEST FOR A DISTANCE OF 37.43 FEET; THENCE SOUTH 89° 32' 49" WEST FOR A DISTANCE OF 224.00 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 32.28 FEET; THENCE NORTH 87° 52' 25" EAST FOR A DISTANCE OF 210.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS NORTH 88° 40' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET TO THE POINT OF BEGINNING, CONTAINING 6,631 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 802, INGRESS-EGRESS, DRAINAGE AND CANAL MAINTENANCE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 106.22 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 219.58 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.01 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00° 19' 11" WEST ALONG A LINE 15.00 FEET WEST OF AND PARALLEL TO SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 224.21 FEET; THENCE SOUTH 75° 42' 04" EAST FOR A DISTANCE OF 15.50 FEET TO THE POINT OF BEGINNING, CONTAINING 3,323 SQUARE FEET, MORE OR LESS.

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO.: 27362536_SK_1911026_WCKHAM-ELLIS.dwg

REVISIONS

DATE

DESCRIPTION

SECTION 36

TOWNSHIP 27 SOUTH

RANGE 36 EAST

DATE: JUNE 26, 2019

SHEET: 1 OF 5

LEGAL DESCRIPTION PARCELS 803, 804 AND 901

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

EXHIBIT "C"
SHEET 2 OF 5

NOT VALID WITHOUT SHEET 1, 3, 4, & 5 OF 5
THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 803, DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 326.06 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 281.06 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 15° 43' 55" EAST FOR A DISTANCE OF 15.76 FEET; THENCE NORTH 87° 54' 36" EAST ALONG A LINE 15.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE FOR A DISTANCE OF 276.70 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 4,183 SQUARE FEET, MORE OR LESS. UNLESS OTHERWISE INDICATED, ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED.

LEGAL DESCRIPTION: PARCEL 804, ROADWAY AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS SOUTH 88° 40' 28" WEST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET; THENCE SOUTH 87° 52' 25" WEST FOR A DISTANCE OF 210.01 FEET; THENCE SOUTH 44° 49' 10" WEST FOR A DISTANCE OF 32.28 FEET TO THE TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 44° 49' 10" WEST FOR A DISTANCE OF 15.10 FEET; THENCE SOUTH 00° 27' 11" EAST FOR A DISTANCE OF 190.50 FEET; THENCE SOUTH 15° 43' 55" WEST FOR A DISTANCE OF 37.76 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE NORTH 87° 54' 36" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.53 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00° 27' 11" WEST FOR A DISTANCE OF 224.24 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 18.06 FEET; THENCE SOUTH 89° 32' 49" WEST FOR A DISTANCE OF 7.10 FEET TO THE POINT OF BEGINNING, CONTAINING 1,399 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 901, USE AGREEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THE L-7 CANAL OF THE CRANE CREEK DRAINAGE DISTRICT AND BEING LOCATED WITHIN THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS BEING THE WEST 24.00 FEET OF THE EAST 49.50 FEET OF THE SOUTH 418.70 FEET OF THE NORTH 438.70 FEET OF SAID SECTION 36, CONTAINING 10,036 SQUARE FEET (0.23 ACRES), MORE OR LESS.

UNLESS OTHERWISE INDICATED, ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED.

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO.: 27362536_SK_1911026_WQX-HM-ELIS.dwg

REVISIONS

DATE

DESCRIPTION

DATE: JUNE 26, 2019

SHEET: 2 OF 5

SECTION 36

TOWNSHIP 27 SOUTH

RANGE 36 EAST

LEGAL DESCRIPTION SURVEYOR'S NOTES, ABBREVIATIONS

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

EXHIBIT "C"

SHEET 3 OF 5

NOT VALID WITHOUT SHEET 1, 2, 4, & 5 OF 5

THIS IS NOT A SURVEY

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 9 IN OFFICIAL RECORDS BOOK 2223, PAGE 832 AS BEING SOUTH 87° 52' 25" EAST, AN ASSUMED BEARING.
3. ONLY RIGHTS OF WAY AND EASEMENTS SHOWN ON APPLICABLE RECORD PLATS ARE INDICATED HEREON. NO OWNERSHIP AND ENCUMBRANCE REPORT OR OTHER INFORMATION WAS FURNISHED TO THE SURVEYOR AND MAPPER.
4. REFERENCE MATERIAL:
 - a. FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR WICKHAM ROAD AT NASA BOULEVARD AND ELLIS ROAD, SECTION 70000, FIP NUMBER 404667 1 ON FILE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FIVE, SURVEYING AND MAPPING SECTION, DELAND, FLORIDA.
5. SECTIONAL BREAKDOWN AND ALIQUOT LINES ARE BASED SAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR WICKHAM ROAD AT NASA BOULEVARD AND ELLIS ROAD, SECTION 70000.

ABBREVIATIONS

BC = BEGIN CURVE
B.O.B. = BASIS OF BEARING
CB = CHORD BEARING
ID = IDENTIFICATION
L = LENGTH
N/F = NOW OR FORMERLY
NTL = NON TANGENT LINE
ORB = OFFICIAL RECORD BOOK
R = RADIUS
RCE = RANGE
SQ.FT. = SQUARE FEET
TWP = TOWNSHIP

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO.: 27362536_SK_1911026_WICKHAM-ELLIS.dwg

REVISIONS

DATE

DESCRIPTION

DATE: JUNE 26, 2019

SHEET: 3 OF 5

SECTION 36
TOWNSHIP 27 SOUTH
RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL 118B

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

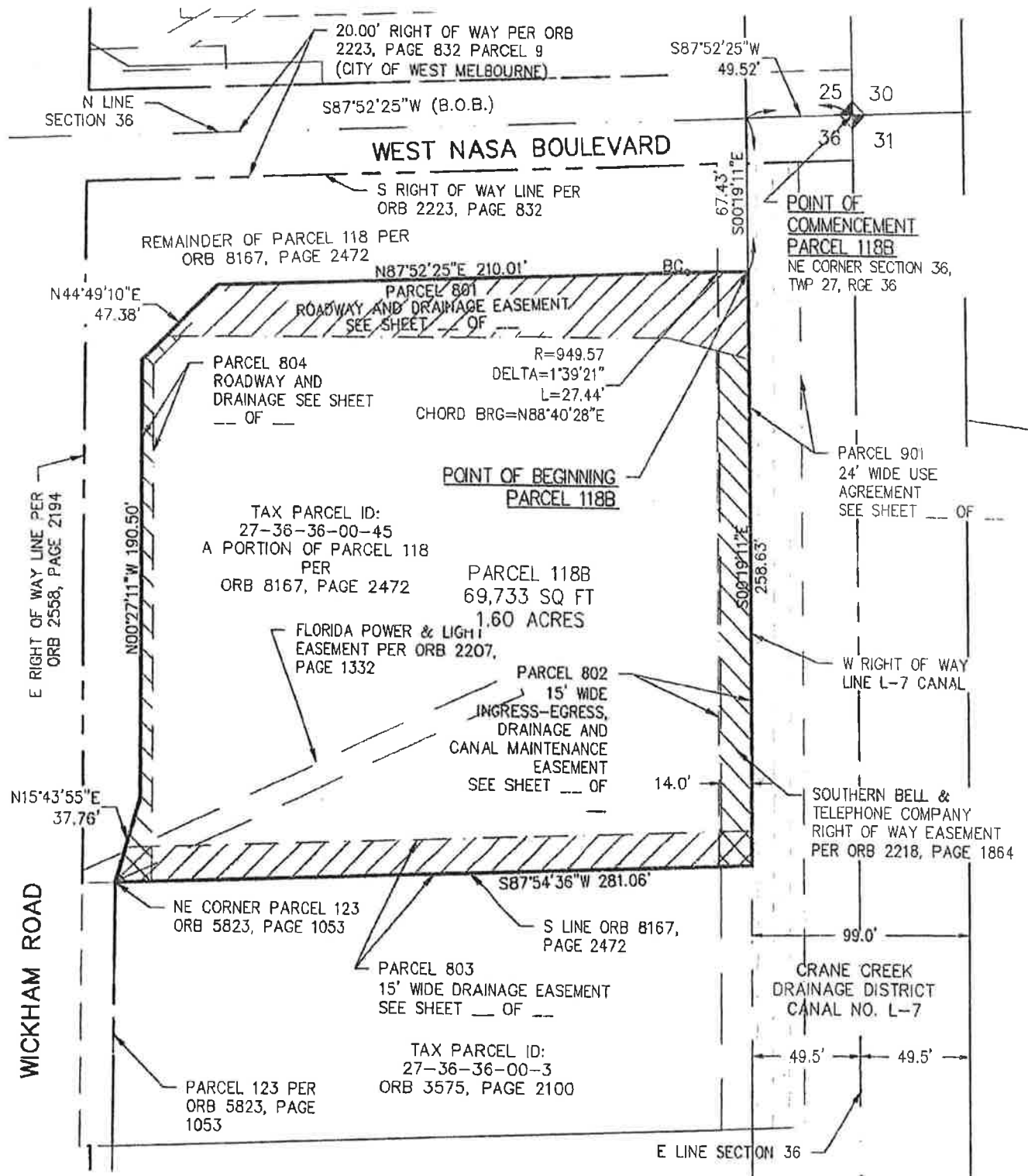


EXHIBIT "C"

SHEET 4 OF 5

NOT VALID WITHOUT SHEET 1, 2, 3, & 5 OF 5

THIS IS NOT A SURVEY



PREPARED BY: BREVARD COUNTY PUBLIC WORKS
SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,
VIERA, FLORIDA 32940

SCALE:

1"=60'

DRAWING NO.:

SECTION 36

TOWNSHIP 27 SOUTH

RANGE 36 EAST

PARCELS 801, 802, 803, 804, & 901

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST
PARENT PARCEL ID NO.: 27-36-36-00-45

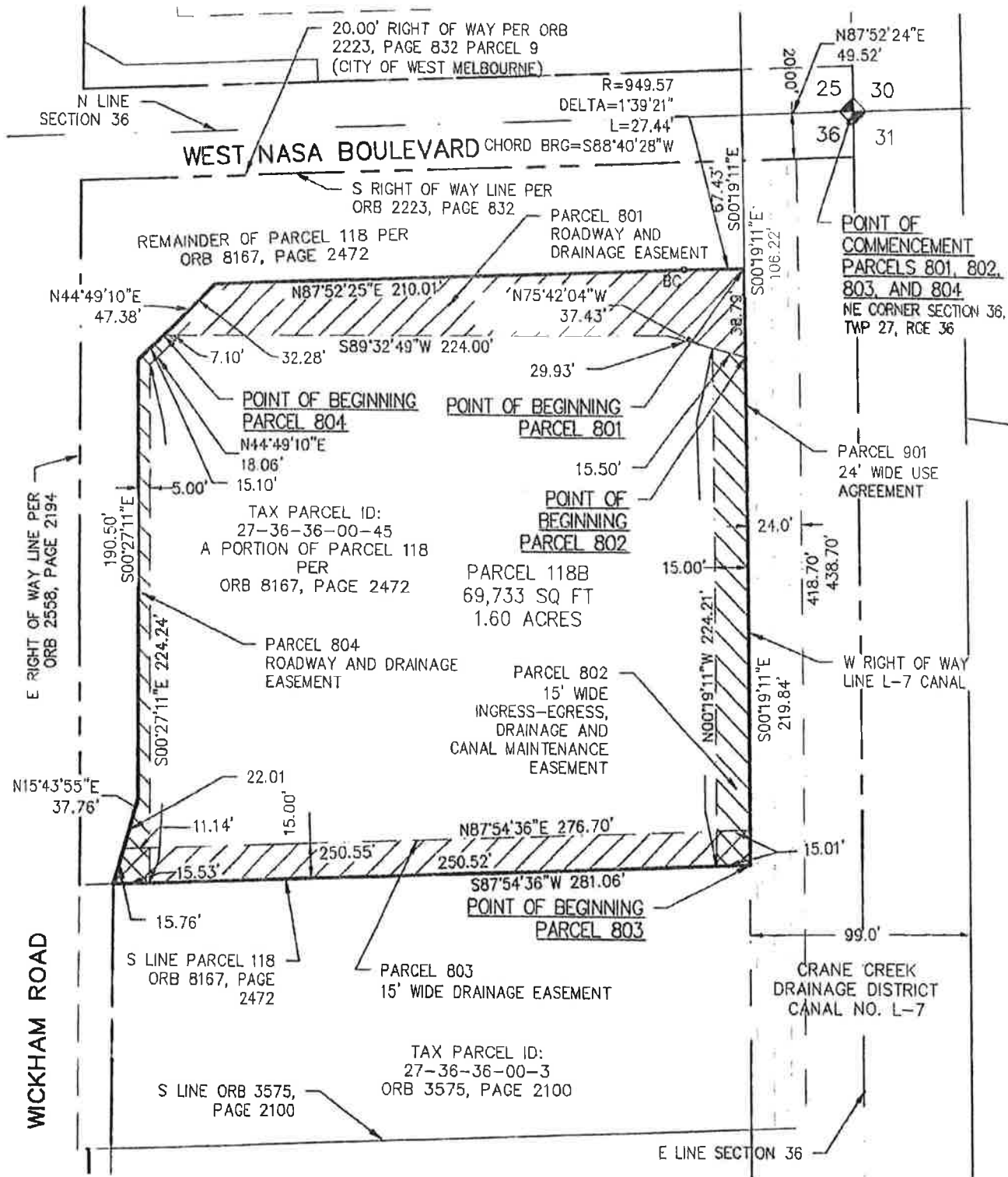
PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

EXHIBIT "C"

SHEET 5 OF 5

NOT VALID WITHOUT SHEET 1, 2, 3, & 4 OF 5

THIS IS NOT A SURVEY



PREPARED BY: BREVARD COUNTY PUBLIC WORKS
SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,
VIERA, FLORIDA 32940

SCALE: 1"=60'

DRAWING NO.:

SECTION 36
TOWNSHIP 27 SOUTH
RANGE 36 EAST

EXHIBIT C

AMENDMENT TO EXCHANGE AGREEMENT BETWEEN NASA INVESTMENT PARTNERS, LLC, AND BREVARD COUNTY, FLORIDA

THIS AMENDMENT TO THE EXCHANGE AGREEMENT (hereinafter "Amendment") is hereby entered into the date of last signature below by and between NASA Investment Partners, LLC, a Florida limited liability company (hereinafter "N.I.P."), and Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County").

WITNESSETH:

Whereas, the County and N.I.P. entered into an exchange agreement on July 23, 2019 (hereinafter the "Exchange Agreement"), which is incorporated herein by this reference; and

Whereas, based on the work contemplated in the Exchange Agreement, modifications to the easements identified in County Obligations – Section f.(1) of the Exchange Agreement are needed; and

Whereas, Exhibit C attached to the Exchange Agreement, which outlines the associated easements, is also updated accordingly and is attached hereto as **Attachment A**; and

Whereas, the Board of County Commissioners of Brevard County, Florida, hereby finds that the property interests involved in this Amendment are in the best interest of the County and serve a public purpose.

Now, therefore, in consideration of the mutual covenants, promises, and conditions set forth in this Amendment, as set forth below, N.I.P., and its successors and assigns, and the County (collectively referred to as the "Parties") hereby agree as follows:

1. Recitals.

The recitals set forth above are incorporated herein by this reference and the matters set forth in those recitals are true representations and findings agreed upon by both Parties.

2. Incorporation.

Unless otherwise amended herein, all terms and conditions of the Exchange Agreement, which is incorporated herein by this reference, shall remain in full force and effect and are hereby ratified. In the event of any conflict between the Exchange Agreement and this Amendment to the Exchange Agreement, including associated attachments, this Amendment shall prevail.

3. Updates to Easements.

County Obligations – Section f.(1) is hereby amended to read as follows:

(1) convey by County deed to N.I.P. the property shown and described in Exhibit C, provided the County deed shall reserve, and/or N.I.P. shall dedicate the following non-exclusive easements as shown and described on Exhibit C:

- Parcel 801: an irregular shaped ~~roadway~~utility and drainage easement over the northern boundary of Parcel 118B
- Parcel 802: ~~an fifteen-foot wide ingress, egress, utility, canal maintenance, and drainage easement located along the eastern boundary of Parcel 118B~~ingress and egress easement for the purpose of maintaining the portion of the drainage ditch system adjacent to the easternmost property line of Parcel 118B,
- Parcel 803: a ~~fifteen-foot wide~~ drainage and utility easement over the southern boundary of Parcel 118B
- Parcel 804: an irregular shaped roadway, sidewalk, utility, and drainage easement over the western boundary of Parcel 118B.

4. Update to Exhibit C.

Exhibit C in the Exchange Agreement, which describes the easements the County hereby reserves or N.I.P. shall dedicate to the County, is hereby replaced by new Exhibit C, which is attached hereto as **Attachment A**.

[SIGNATURES TO FOLLOW]

In witness whereof, the Parties hereto have set their hands and seals the day and year last written below.

ATTEST:

BOARD OF COUNTY
COMMISSIONERS OF BREVARD
COUNTY FLORIDA

Rachel Sadoff, Clerk

By: _____
Rita Pritchett, Chair
Approved by the Board on: _____

Approved for legal form and content
for Brevard County, Florida

Assistant County Attorney

Witnesses:

NASA Investment Partners, LLC

By: _____

By: _____

Printed name: _____

Name: _____

Title: _____

By: _____

Printed name: _____

LEGAL DESCRIPTION

PARCELS 118B, 801, AND 802

ATTACHMENT A

EXHIBIT "C"

SHEET 1 OF 5

NOT VALID WITHOUT SHEET 2, 3, 4, & 5 OF 3

THIS IS NOT A SURVEY

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

LEGAL DESCRIPTION: PARCEL 118B, (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 258.63 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL NUMBER 118; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 281.06 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 37.76 FEET; THENCE NORTH 00° 27' 11" WEST FOR A DISTANCE OF 190.50 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 47.38 FEET; THENCE NORTH 87° 52' 25" EAST FOR A DISTANCE OF 210.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS NORTH 88° 40' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET TO THE POINT OF BEGINNING, CONTAINING 69,733 SQUARE FEET (1.60 ACRES), MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 801, UTILITY AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 38.79 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN NORTH 75° 42' 04" WEST FOR A DISTANCE OF 37.43 FEET; THENCE SOUTH 89° 32' 49" WEST FOR A DISTANCE OF 161.30 FEET; THENCE SOUTH 82° 17' 10" WEST FOR A DISTANCE OF 64.31 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 44.13 FEET; THENCE NORTH 87° 52' 25" EAST FOR A DISTANCE OF 202.69 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS NORTH 88° 40' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET TO THE POINT OF BEGINNING, CONTAINING 6,707 SQUARE FEET (0.15 ACRES), MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 802, INGRESS-EGRESS, UTILITY, DRAINAGE AND CANAL MAINTENANCE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 00° 19' 11" EAST FOR A DISTANCE OF 258.63 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.01 FEET; THENCE NORTH 00° 19' 11" WEST FOR A DISTANCE OF 258.93 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 00° 54' 19", AND WHOSE LONG CHORD BEARS NORTH 89° 02' 59" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3882 SQUARE FEET (0.09 ACRES), MORE OR LESS.

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

No. 4870

STATE OF

FLORIDA

PROFESSIONAL SURVEYOR & MAPPER

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION

ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940

PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO.: 27362536_SK_1911026_WICKHAM-ELLIS.dwg

REVISIONS

DATE

DESCRIPTION

SECTION 36

TOWNSHIP 27 SOUTH

RANGE 36 EAST

DATE: JULY 30, 2021

SHEET: 1 OF 5

LEGAL DESCRIPTION

PARCELS 803, 804 AND 901

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

EXHIBIT "C"

SHEET 2 OF 5

NOT VALID WITHOUT SHEET 1, 3, 4, & 5 OF 5

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 803. UTILITY AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 326.06 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 87° 54' 36" WEST FOR A DISTANCE OF 266.05 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 15.76 FEET; THENCE NORTH 87° 54' 36" EAST FOR A DISTANCE OF 36.14 FEET; THENCE NORTH 78° 39' 16" EAST FOR A DISTANCE OF 63.33 FEET; THENCE NORTH 89° 00' 27" EAST FOR A DISTANCE OF 125.45 FEET; THENCE NORTH 61° 51' 17" EAST FOR A DISTANCE OF 42.80 FEET; THENCE SOUTH 00° 19' 11" EAST A DISTANCE OF 41.60 FEET TO THE POINT OF BEGINNING, CONTAINING 6053 SQUARE FEET (0.14 ACRES), MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 804. ROADWAY, SIDEWALK, UTILITY, AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS SOUTH 88° 40' 28" WEST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET; THENCE SOUTH 87° 52' 25" WEST FOR A DISTANCE OF 202.69 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 44° 49' 10" WEST FOR A DISTANCE OF 50.64 FEET; THENCE SOUTH 00° 27' 11" EAST FOR A DISTANCE OF 224.24 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.53 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 37.76 FEET; THENCE NORTH 00° 27' 11" WEST FOR A DISTANCE OF 190.50 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 47.38 FEET; THENCE NORTH 87° 52' 25" EAST A DISTANCE OF 7.32 FEET TO THE POINT OF BEGINNING, CONTAINING 1,561 SQUARE FEET (0.036 ACRES), MORE OR LESS

LEGAL DESCRIPTION: PARCEL 901. USE AGREEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THE L-7 CANAL OF THE CRANE CREEK DRAINAGE DISTRICT AND BEING LOCATED WITHIN THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS BEING THE WEST 24.00 FEET OF THE EAST 49.50 FEET OF THE SOUTH 419.43 FEET OF THE NORTH 439.45 FEET OF SAID SECTION 36, CONTAINING 10,066 SQUARE FEET (0.231 ACRES), MORE OR LESS.

UNLESS OTHERWISE INDICATED, ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED.

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO.: 27362536_SK_1911026_WCKHAM-ELLIS.dwg

REVISIONS

DATE

DESCRIPTION

DATE: JULY 30, 2021

SHEET: 2 OF 5

SECTION 36

TOWNSHIP 27 SOUTH
RANGE 36 EAST

LEGAL DESCRIPTION

SURVEYOR'S NOTES, ABBREVIATIONS

EXHIBIT "C"

SHEET 3 OF 5

NOT VALID WITHOUT SHEET 1, 2, 4, & 5 OF 5

THIS IS NOT A SURVEY

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 9 IN OFFICIAL RECORDS BOOK 2223, PAGE 832 AS BEING SOUTH 87° 52' 25" EAST, AN ASSUMED BEARING.
3. ONLY RIGHTS OF WAY AND EASEMENTS SHOWN ON APPLICABLE RECORD PLATS ARE INDICATED HEREON. NO OWNERSHIP AND ENCUMBRANCE REPORT OR OTHER INFORMATION WAS FURNISHED TO THE SURVEYOR AND MAPPER.
4. REFERENCE MATERIAL:
 - a. FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR WICKHAM ROAD AT NASA BOULEVARD AND ELLIS ROAD, SECTION 70000, FIP NUMBER 404667 1 ON FILE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FIVE, SURVEYING AND MAPPING SECTION, DELAND, FLORIDA.
5. SECTIONAL BREAKDOWN AND ALIQUOT LINES ARE BASED SAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR WICKHAM ROAD AT NASA BOULEVARD AND ELLIS ROAD, SECTION 70000.

ABBREVIATIONS

BC	= BEGIN CURVE
B.O.B.	= BASIS OF BEARING
CHORD BRG	= CHORD BEARING
ID	= IDENTIFICATION
L	= LENGTH
N/F	= NOW OR FORMERLY
NTL	= NON TANGENT LINE
ORB	= OFFICIAL RECORD BOOK
R	= RADIUS
RGE	= RANGE
SQ.FT.	= SQUARE FEET
TWP	= TOWNSHIP

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DRAWN BY: R. HENNING	CHECKED BY: M. J. SWEENEY	DRAWING NO: 27362536_SK_1911026_WICKHAM-ELLIS.dwg	SECTION 36 TOWNSHIP 27 SOUTH RANGE 36 EAST
DATE: JULY 30, 2021	SHEET: 3 OF 5	REVISIONS	
		DATE DESCRIPTION	

SKETCH OF DESCRIPTION

PARCEL 118B

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

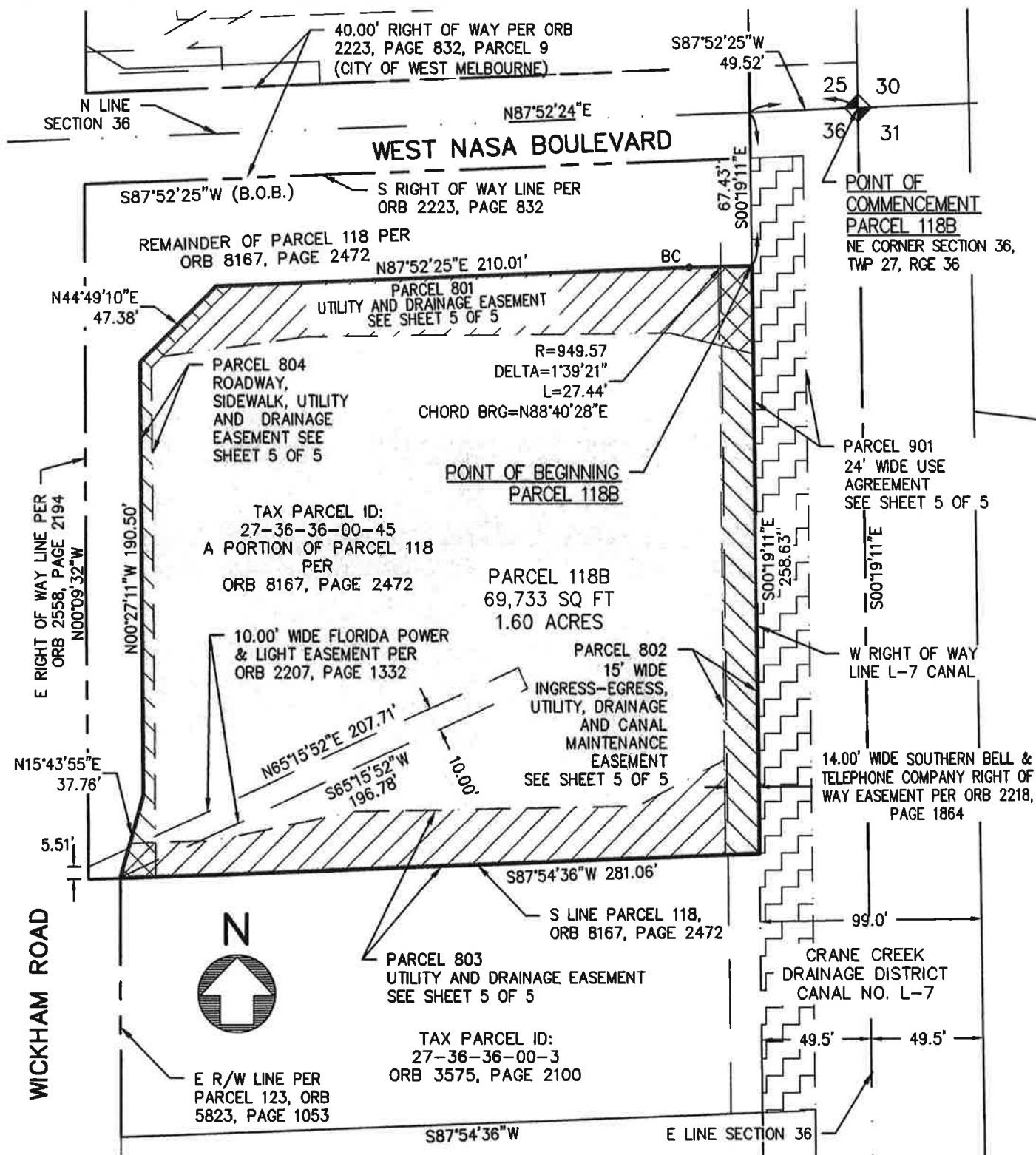
PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

EXHIBIT "C"

SHEET 4 OF 5

NOT VALID WITHOUT SHEET 1, 2, 3, & 5 OF 5

THIS IS NOT A SURVEY



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SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRANK JAMIESON WAY, SUITE A220,
VIERA, FLORIDA 32940
PHONE: (321) 633-2080

SCALE:
1"=60'
DRAWING NO.:
27362536_SK_1911026_WICKHAM-ELIJS.dwg

SECTION 36
TOWNSHIP 27 SOUTH
RANGE 36 EAST

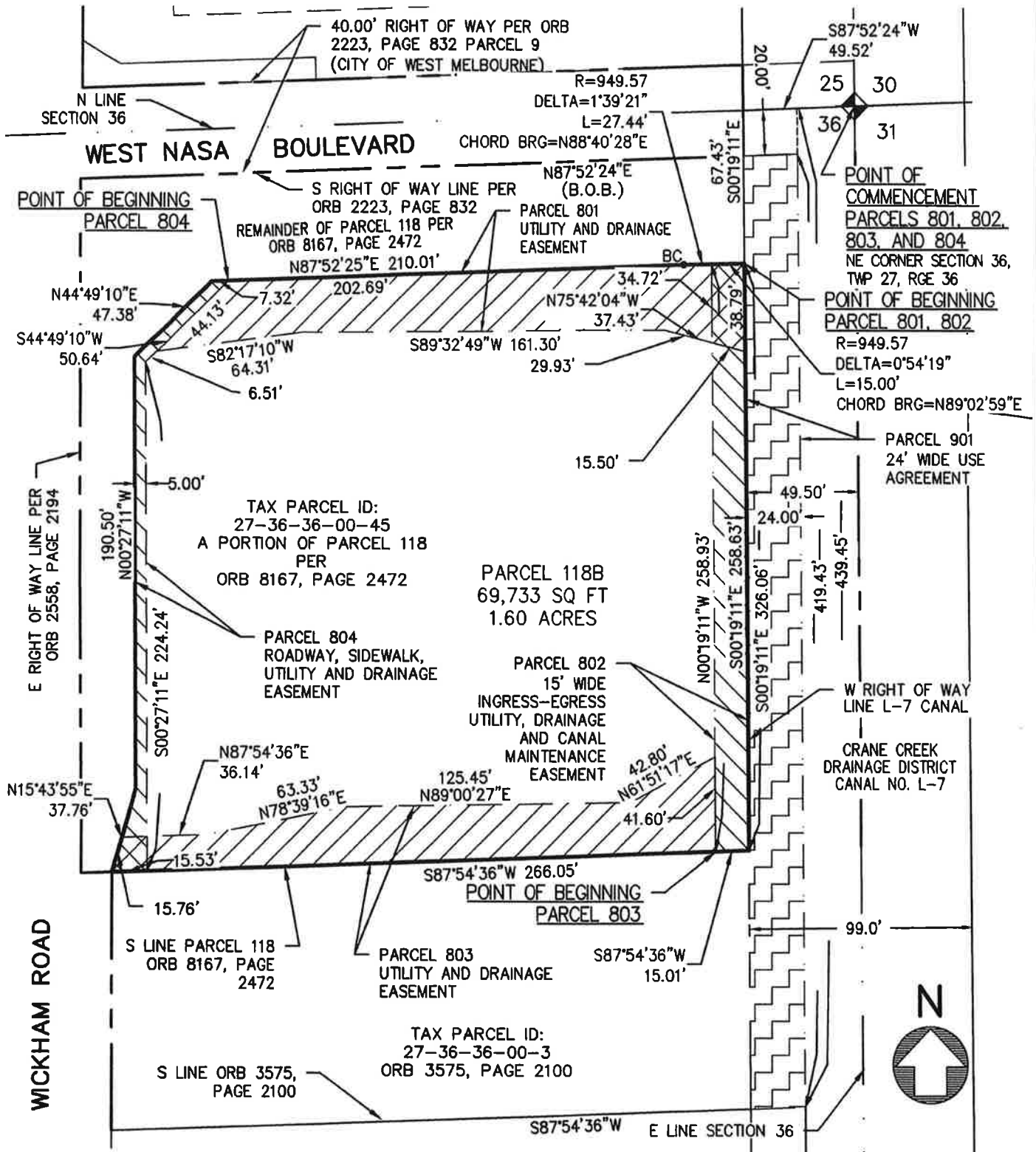
SKETCH OF DESCRIPTION PARCELS 801, 802, 803, 804, & 901

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST
PARENT PARCEL ID NO.: 27-36-36-00-45
PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

EXHIBIT "C"

SHEET 5 OF 5

NOT VALID WITHOUT SHEET 1, 2, 3, & 4 OF 5
THIS IS NOT A SURVEY



PREPARED BY: BREVARD COUNTY PUBLIC WORKS
SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,
VIERA, FLORIDA 32940
PHONE: (321) 633-2080

SCALE:

1"=60'

DRAWING NO.:

27362536_SK_1911026_WCKHAM-ELLUS.dwg

SECTION 36

TOWNSHIP 27 SOUTH
RANGE 36 EAST

**AMENDMENT TO EXCHANGE AGREEMENT BETWEEN NASA INVESTMENT
PARTNERS, LLC, AND BREVARD COUNTY, FLORIDA**

THIS AMENDMENT TO THE EXCHANGE AGREEMENT (hereinafter "Amendment") is hereby entered into the date of last signature below by and between NASA Investment Partners, LLC, a Florida limited liability company (hereinafter "N.I.P."), and Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County").

WITNESSETH:

Whereas, the County and N.I.P. entered into an exchange agreement on July 23, 2019 (hereinafter the "Exchange Agreement"), which is incorporated herein by this reference; and

Whereas, based on the work contemplated in the Exchange Agreement, modifications to the easements identified in County Obligations – Section f.(1) of the Exchange Agreement are needed; and

Whereas, Exhibit C attached to the Exchange Agreement, which outlines the associated easements, is also updated accordingly and is attached hereto as **Attachment A**; and

Whereas, the Board of County Commissioners of Brevard County, Florida, hereby finds that the property interests involved in this Amendment are in the best interest of the County and serve a public purpose.

Now, therefore, in consideration of the mutual covenants, promises, and conditions set forth in this Amendment, as set forth below, N.I.P., and its successors and assigns, and the County (collectively referred to as the "Parties") hereby agree as follows:

1. Recitals.

The recitals set forth above are incorporated herein by this reference and the matters set forth in those recitals are true representations and findings agreed upon by both Parties.

2. Incorporation.

Unless otherwise amended herein, all terms and conditions of the Exchange Agreement, which is incorporated herein by this reference, shall remain in full force and effect and are hereby ratified. In the event of any conflict between the Exchange Agreement and this Amendment to the Exchange Agreement, including associated attachments, this Amendment shall prevail.

3. Updates to Easements.

County Obligations – Section f.(1) is hereby amended to read as follows:

(1) convey by County deed to N.I.P. the property shown and described in Exhibit C, provided the County deed shall reserve, and/or N.I.P. shall dedicate the following non-exclusive easements as shown and described on Exhibit C:

- Parcel 801: an irregular shaped ~~roadway~~utility and drainage easement over the northern boundary of Parcel 118B
- Parcel 802: an ~~fifteen-foot-wide ingress, egress, utility, canal maintenance, and drainage easement located along the eastern boundary of Parcel 118B~~ ingress and egress easement for the purpose of maintaining the portion of the drainage ditch system adjacent to the easternmost property line of Parcel 118B,
- Parcel 803: a ~~fifteen-foot-wide drainage~~ and utility easement over the southern boundary of Parcel 118B
- Parcel 804: an irregular shaped roadway, sidewalk, utility, and drainage easement over the western boundary of Parcel 118B.

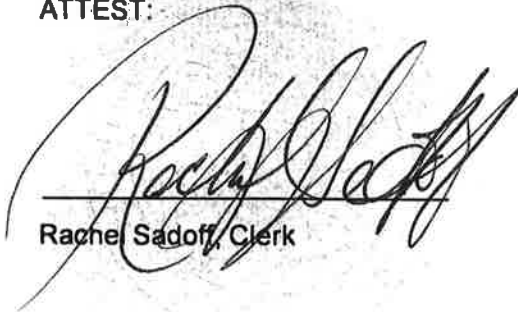
4. Update to Exhibit C.

Exhibit C in the Exchange Agreement, which describes the easements the County hereby reserves or N.I.P. shall dedicate to the County, is hereby replaced by new Exhibit C, which is attached hereto as **Attachment A**.

[SIGNATURES TO FOLLOW]

In witness whereof, the Parties hereto have set their hands and seals the day and year last written below.

ATTEST:


Rachel Sadoff, Clerk


BOARD OF COUNTY
COMMISSIONERS OF BREVARD
COUNTY FLORIDA

By: 
Rita Pritchett, Chair
Approved by the Board on: 08/24/2021


Approved for legal form and content
for Brevard County, Florida


Assistant County Attorney

Witnesses:

By: 
Printed name: Debbie Cruz

NASA Investment Partners, LLC

By: 
Name: Robert M. Renfro
Title: Manager

By: 
Printed name: Andrew Malach

LEGAL DESCRIPTION PARCELS 118B, 801, AND 802

ATTACHMENT A

EXHIBIT "C"
SHEET 1 OF 5

NOT VALID WITHOUT SHEET 2, 3, 4, & 5 OF 3
THIS IS NOT A SURVEY

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

LEGAL DESCRIPTION: PARCEL 118B (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 258.63 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL NUMBER 118; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 281.06 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 37.76 FEET; THENCE NORTH 00° 27' 11" WEST FOR A DISTANCE OF 190.50 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 47.38 FEET; THENCE NORTH 87° 52' 25" EAST FOR A DISTANCE OF 210.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS NORTH 88° 40' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET TO THE POINT OF BEGINNING, CONTAINING 69,733 SQUARE FEET (1.60 ACRES), MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 801. UTILITY AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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LEGAL DESCRIPTION: PARCEL 802. INGRESS-EGRESS, UTILITY, DRAINAGE AND CANAL MAINTENANCE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED



PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
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DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO.: 27362536_SK_1911026_WCKHAM-ELLIS.dwg

REVISIONS

DATE

DESCRIPTION

SECTION 36

TOWNSHIP 27 SOUTH

RANGE 36 EAST

DATE: JULY 30, 2021

SHEET: 1 OF 5

LEGAL DESCRIPTION

PARCELS 803, 804 AND 901

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

EXHIBIT "C"

SHEET 2 OF 5

NOT VALID WITHOUT SHEET 1, 3, 4, & 5 OF 5

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 803. UTILITY AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 326.06 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 87° 54' 36" WEST FOR A DISTANCE OF 266.05 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 15.76 FEET; THENCE NORTH 87° 54' 36" EAST FOR A DISTANCE OF 36.14 FEET; THENCE NORTH 78° 39' 16" EAST FOR A DISTANCE OF 63.33 FEET; THENCE NORTH 89° 00' 27" EAST FOR A DISTANCE OF 125.45 FEET; THENCE NORTH 61° 51' 17" EAST FOR A DISTANCE OF 42.80 FEET; THENCE SOUTH 00° 19' 11" EAST A DISTANCE OF 41.60 FEET TO THE POINT OF BEGINNING, CONTAINING 6053 SQUARE FEET (0.14 ACRES), MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 804. ROADWAY, SIDEWALK, UTILITY, AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS SOUTH 88° 40' 28" WEST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET; THENCE SOUTH 87° 52' 25" WEST FOR A DISTANCE OF 202.69 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 44° 49' 10" WEST FOR A DISTANCE OF 50.64 FEET; THENCE SOUTH 00° 27' 11" EAST FOR A DISTANCE OF 224.24 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.53 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 37.76 FEET; THENCE NORTH 00° 27' 11" WEST FOR A DISTANCE OF 190.50 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 47.38 FEET; THENCE NORTH 87° 52' 25" EAST A DISTANCE OF 7.32 FEET TO THE POINT OF BEGINNING, CONTAINING 1,561 SQUARE FEET (0.036 ACRES), MORE OR LESS

LEGAL DESCRIPTION: PARCEL 901. USE AGREEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THE L-7 CANAL OF THE CRANE CREEK DRAINAGE DISTRICT AND BEING LOCATED WITHIN THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS BEING THE WEST 24.00 FEET OF THE EAST 49.50 FEET OF THE SOUTH 419.43 FEET OF THE NORTH 439.45 FEET OF SAID SECTION 36, CONTAINING 10,066 SQUARE FEET (0.231 ACRES), MORE OR LESS.

UNLESS OTHERWISE INDICATED, ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED.

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO.: 27362536_SK_1911026_WCKHAM-ELLIS.dwg

REVISIONS

DATE

DESCRIPTION

DATE: JULY 30, 2021

SHEET: 2 OF 5

SECTION 36

TOWNSHIP 27 SOUTH

RANGE 36 EAST

LEGAL DESCRIPTION SURVEYOR'S NOTES, ABBREVIATIONS

EXHIBIT "C"

SHEET 3 OF 5

NOT VALID WITHOUT SHEET 1, 2, 4, & 5 OF 5

THIS IS NOT A SURVEY

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 9 IN OFFICIAL RECORDS BOOK 2223, PAGE 832 AS BEING SOUTH 87° 52' 25" EAST, AN ASSUMED BEARING.
3. ONLY RIGHTS OF WAY AND EASEMENTS SHOWN ON APPLICABLE RECORD PLATS ARE INDICATED HEREON. NO OWNERSHIP AND ENCUMBRANCE REPORT OR OTHER INFORMATION WAS FURNISHED TO THE SURVEYOR AND MAPPER.
4. REFERENCE MATERIAL:
 - a. FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR WICKHAM ROAD AT NASA BOULEVARD AND ELLIS ROAD, SECTION 70000, FIP NUMBER 404667 1 ON FILE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FIVE, SURVEYING AND MAPPING SECTION, DELAND, FLORIDA.
5. SECTIONAL BREAKDOWN AND ALIQUOT LINES ARE BASED SAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR WICKHAM ROAD AT NASA BOULEVARD AND ELLIS ROAD, SECTION 70000.

ABBREVIATIONS

BC	= BEGIN CURVE
B.O.B.	= BASIS OF BEARING
CHORD BRG	= CHORD BEARING
ID	= IDENTIFICATION
L	= LENGTH
N/F	= NOW OR FORMERLY
NTL	= NON TANGENT LINE
ORB	= OFFICIAL RECORD BOOK
R	= RADIUS
RGE	= RANGE
SQ.FT.	= SQUARE FEET
TWP	= TOWNSHIP

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO: 27362536_SK_1911026_WICKHAM-ELLIS.dwg

REVISIONS

DATE

DESCRIPTION

DATE: JULY 30, 2021

SHEET: 3 OF 5

SECTION 36

TOWNSHIP 27 SOUTH

RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL 118B

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

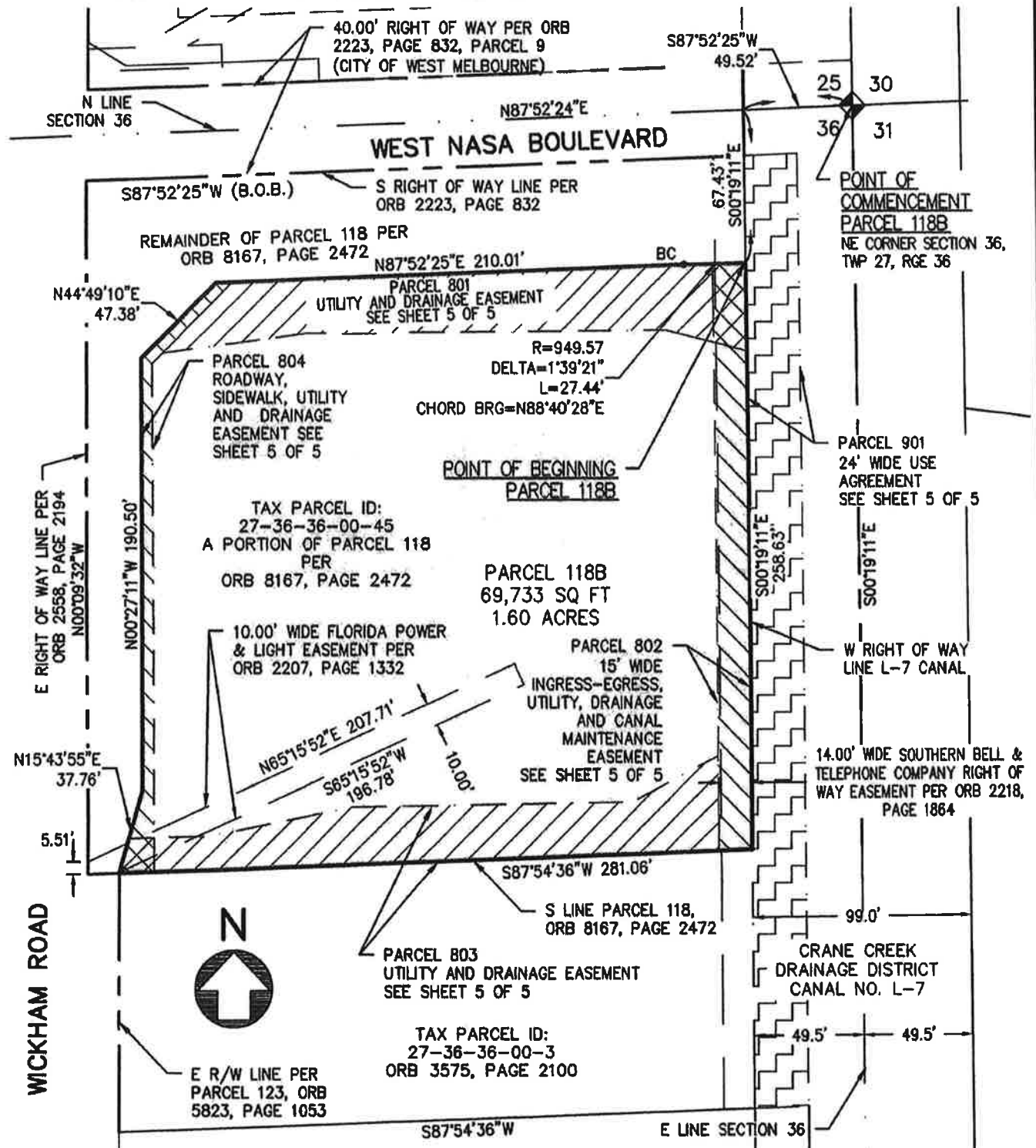
PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

EXHIBIT "C"

SHEET 4 OF 5

NOT VALID WITHOUT SHEET 1, 2, 3, & 5 OF 5

THIS IS NOT A SURVEY



PREPARED BY: BREVARD COUNTY PUBLIC WORKS
SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,
VIERA, FLORIDA 32940
PHONE: (321) 633-2080

SCALE:
1"=60'

DRAWING NO.:
27362536_SK_1911026_WICKHAM-ELUS.dwg

SECTION 36
TOWNSHIP 27 SOUTH
RANGE 36 EAST

SKETCH OF DESCRIPTION

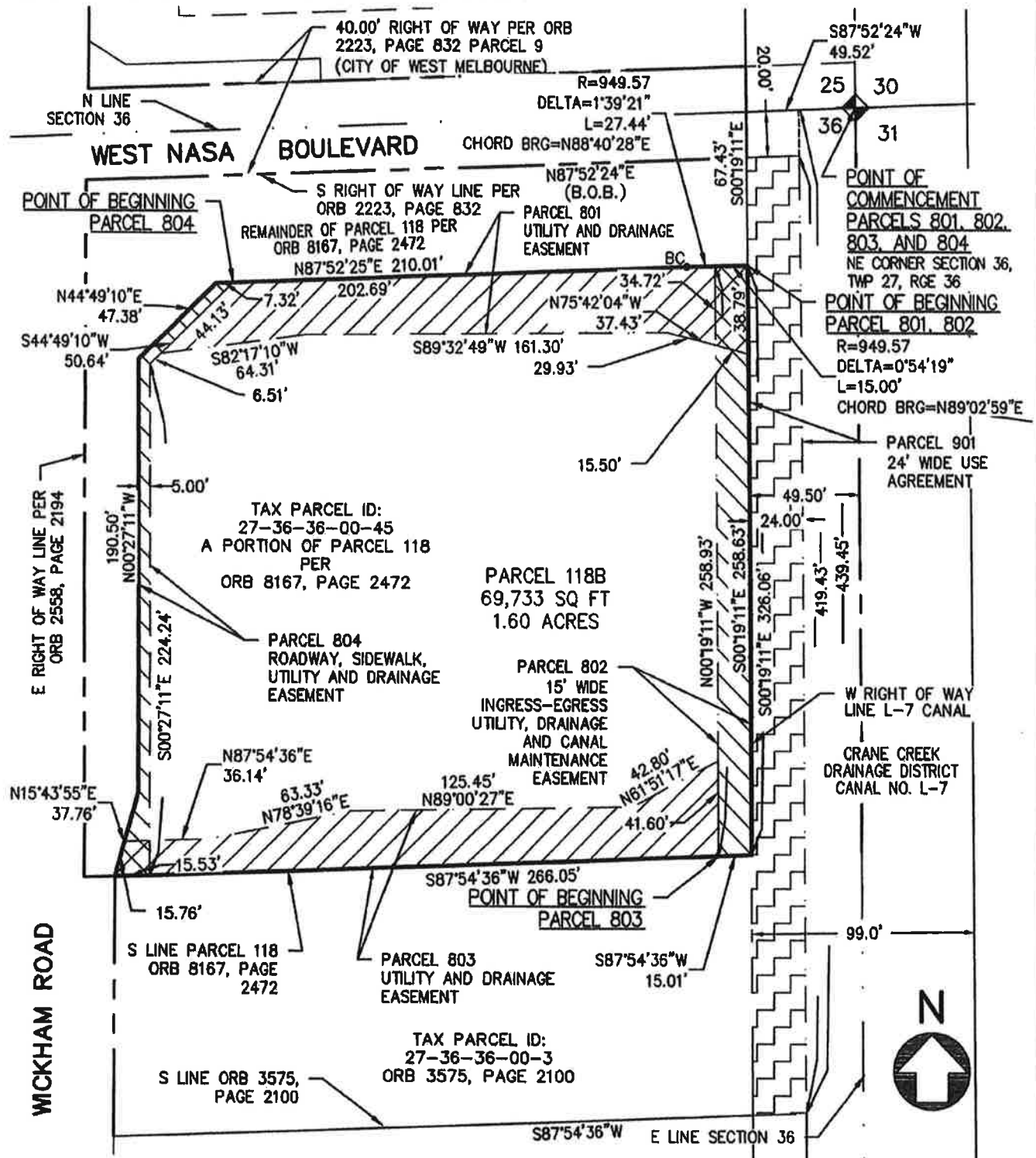
PARCELS 801, 802, 803, 804, & 901

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST
 PARENT PARCEL ID NO.: 27-36-36-00-45
 PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

EXHIBIT "C"

SHEET 5 OF 5

NOT VALID WITHOUT SHEET 1, 2, 3, & 4 OF 5
 THIS IS NOT A SURVEY



PREPARED BY: BREVARD COUNTY PUBLIC WORKS
 SURVEYING AND MAPPING DIVISION
 ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,
 VERA, FLORIDA 32940
 PHONE: (321) 633-2080

SCALE: 1"=60'
 DRAWING NO.: 27362536_SK_1911026_WICKHAM-ELLIS.dwg

SECTION 36
 TOWNSHIP 27 SOUTH
 RANGE 36 EAST

RIGHT-OF-WAY USE AGREEMENT

This Right-of-Way Use Agreement, hereinafter referred to as the "Agreement", is made and entered into by and between Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Nasa Investment Partners L.L.C., a Florida limited liability company having a principal address of 304 S Harbor City Blvd Ste 201, Melbourne, FL 32901, hereinafter referred to as the "L.L.C."

RECITALS

Whereas, the County owns the public right-of-way within Crane Creek Drainage District Canal L-7, shown in the exchange agreement entered into between the parties on July 23, 2019, which is incorporated herein by this reference; and

Whereas, the L.L.C. desires north/south ingress and egress over said right-of-way, hereinafter referred to as the "Premises" and identified more particularly in Exhibit A attached hereto; and

Whereas, the County, pursuant to the authority set forth in Section 125.01, Florida Statutes, may allow the use of public right-of-way for purposes which do not conflict with the interests of the public.

Now, therefore, in consideration of the covenants herein contained, it is mutually agreed between the Parties as follows:

Section 1. Recitals; Definitions

The above recitals are true and correct and incorporated into this Agreement by this reference. For purposes of this Agreement, the below terms are defined as follows:

- a) Agreement: shall mean this Right-of-Way Use Agreement.
- b) Improvements: shall mean those certain improvements installed or to be installed by the L.L.C. within the Premises in accordance with the Plans and maintained by the L.L.C. in accordance with the provisions of this Agreement as approved by the County pursuant to any Right-of-Way Permit issued by the County.
- c) Premises: shall mean the property identified in Exhibit A of the second recital above where the Improvements will be installed and maintained.
- d) Plans: shall mean those certain plans for the construction and installation of Improvements which have been approved by the L.L.C. and the County as part of a Right-of-Way Permit.
- e) Prompt or Promptly: shall mean no later than fourteen days after the L.L.C. receives written notice of the need for maintenance, repairs, or replacements to the applicable Improvements.

f) Right-of-Way Permit: shall mean the official written approval to begin construction or installation of Improvements according to the application, plans, specifications and conditions approved by the County.

Section 2. Term

The initial term of this Agreement shall be thirty (30) years commencing with the date of the execution of this Agreement and shall thereafter be automatically renewed for additional thirty (30) year terms unless terminated by either party, in accordance with Section 13 Termination herein.

Section 3. Premises

The County hereby agrees to permit the L.L.C. to utilize certain portions of the Premises for the purposes and under the conditions expressed herein and pursuant to Permit No. 19RW00956. The Premises is described as follows: a north to south ingress and egress access as shown on Exhibit A, which is attached hereto, abutting the westernmost boundary of the Crane Creek Drainage District Canal L-7 for its entire length from the W. NASA on the north to Old NASA Rd. on the south.

Section 4. Purposes

The L.L.C. shall use the Premises for ingress-egress and access from W. NASA Blvd. to Old NASA Rd. and those purposes only, and under the conditions expressed herein and pursuant to Permit No. 19RW00956. It is hereby mutually agreed and understood that the use of any improvements now or hereafter located on the Premises shall be for ingress -egress purposes only and not for human occupancy, nor shall such improvements create traffic hazards. L.L.C. shall not install any improvements on, under, or over the access in a manner which causes damage to any other County owned improvements. It is specifically agreed and understood that the use herein set forth shall be the only use consented to by the County, and that failure to comply with this provision shall be considered a material breach of this Agreement, whereupon the County shall be entitled to immediately terminate this Agreement.

It is expressly stipulated that this Agreement and the accompanying permit is a license for permissive use only and that the placing of improvements and/or facilities upon public property pursuant to this Agreement and permit shall not operate to create or vest any property right in said holder.

Section 5. Improvements

The plans and specifications for all improvements on the Premises, if any, shall be in accordance with all County specifications and shall be submitted as an attachment to the County "Roadway and Easement Improvement Application Form", or similar document, with appropriate fees, for approval by the County, or its designated representative. It is hereby agreed and understood that any improvements placed on or constructed on the Premises and permanently attached thereto, shall remain the property of the L.L.C. and that the L.L.C. retains the right to remove such improvements within forty-five (45) days of the date of termination of this Agreement, whether by breach or termination. In the event such improvements are not removed within forty-five (45) days of termination, the improvements shall become the property of the County, and the County may remove the Improvements. To the extent the County elects to

remove any such Improvements, the L.L.C. shall reimburse the County for the cost of removal within thirty (30) days of receipt of an invoice for such removal expenses.

Section 6. Utilities

The L.L.C. shall pay all charges for electrical service and other utility services supplied to the L.L.C. at the Premises.

Section 7. Construction, Repairs and Maintenance

During the term of this Agreement, the L.L.C. shall, at its own expense, construct and maintain improvements within the Premises, if any, in the manner described in this Agreement, as permitted by the County, and all applicable Florida Department of Transportation current maintenance and safety requirements, as may be updated. Improvements shall be constructed and installed in such a manner so as to not cause damage to or interfere with any County improvements or facilities. Any such damage to County improvements or facilities shall be remedied immediately at no cost to the County.

The L.L.C. shall, at its own expense, maintain all permitted L.L.C.-installed improvements, if any, on the Premises and make all necessary repairs and replacements to L.L.C. improvements, if any, on the Premises. Such maintenance, repairs and replacements shall be made promptly as and when necessary. Notification of the need for such repair and/or maintenance may be given to the L.L.C. by written or electronic communication.

Section 8. Illegal, Unlawful or Improper Use

The L.L.C. shall make no unlawful, improper, immoral or offensive use of the Premises, nor will the L.L.C. use the Premises or allow use of the Premises for any purposes other than that hereinabove set forth. Failure of the L.L.C. to comply with this provision shall be considered a material default under this Agreement. In the event any improvement is deemed traffic safety hazard by the County or Florida Department of Transportation, such use shall be deemed an improper use and the Agreement shall be subject to immediate termination.

Section 9. Indemnification and Insurance

Except where limited by law, the L.L.C. agrees that it will indemnify and save harmless the County from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the L.L.C.'s use, occupation, management or control of the Premises or any of the Improvements thereon by the L.L.C., or any equipment or fixtures used in connection with the Premises by the L.L.C., or its agents, employees or independent contractors. The L.L.C. agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the County in connection with any negligent, reckless, or intentional wrongful act or omission of the L.L.C. and persons employed or utilized by the L.L.C. as it relates to the Premises, and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in any such action or proceedings, except that the L.L.C. will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the negligence, recklessness, or intentional wrongful misconduct of the

County or any of its agents, servants, or employees. The parties acknowledge specific consideration has been exchanged for the provision. Nothing herein is intended to be or shall be construed as a waiver of the County's sovereign immunity protections or the limitations beyond the statutory provisions.

- a. The L.L.C. further agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the County, the following types of insurance policies. The policy limits required are to be considered minimum amounts:

General Liability Insurance insuring the L.L.C. against any and all claims, demands or causes of action whatsoever for injuries received and damages to property in connection with the use, occupation, management and control of the Premises and the Improvements thereon. Such policies of insurance shall insure the L.L.C. in an amount not less than one million dollars (\$1,000,000.00) combined single limit for each occurrence and that includes coverage for Explosion, Collapse, Underground (X.C.U.) hazards.

Workers' Compensation Insurance (for statutory limits) as required by Florida Statutes, Chapter 440.

- b. A certificate of such insurance policies shall be filed with the Public Works Department, 2725 Judge Fran Jamieson Way, Bldg. A. 201, Viera, Florida, 32940, within ten days of the date of execution of this Agreement by the L.L.C. and the County and annually upon insurance renewal. The County shall be named and endorsed as an additional insured on the policy/ies that the L.L.C. secures for work upon or involving the Premises. Such policy/ies may not be cancelled or modified without thirty days prior written notice to the County. It is the L.L.C.'s responsibility to verify that the County is included as an additional insured on any and all insurance policies between the L.L.C. and its contractors needed for work to be completed.
- c. The L.L.C. shall include in any contract for work upon or involving the Premises that the contractor shall indemnify and hold harmless the County from liabilities, damages, losses and costs, including, but not limited to, attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the contract.
- d. The L.L.C. shall notify the County promptly in writing of any hazardous condition existing on or about the Premises.
- e. All personal property, equipment, fixtures, structures, or Improvements constructed or placed on or about the Premises shall be at the risk of the L.L.C., and the County shall not be liable or responsible for any damage or loss to any personal property, equipment, fixtures, structures, or Improvements located thereon for any cause whatsoever. The L.L.C. agrees and understands that the

County does not and shall not carry liability, theft, or fire insurance on any of said items or facilities to cover the L.L.C.'s interests therein.

- f. At the time of execution of this Agreement, any existing improvements installed by the L.L.C. on the Premises will be the responsibility of the L.L.C. In the event any pre-existing improvements cause damage to County property, including, but not limited to, sidewalk/roadway/curb and gutter/drainage inlets, the L.L.C. will be responsible for immediate repair to such County property. If the L.L.C. fails to promptly repair the damage, the L.L.C. will pay the County all costs incurred by the County to repair the damage.
- g. Nothing contained in this Agreement shall be construed as a waiver of County's right to the protections of and/or limitations on damages afforded by sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the County's potential liability under State or Federal law.

Section 10. Right of Entry

It is expressly stipulated that this Agreement is a license for permissive use only and that the construction within and/or upon public property pursuant to this Agreement shall not operate to create or vest any property right in said holder. This Agreement does not relieve the L.L.C. of local or other jurisdictional requirements. The County or its agents may enter in and on the Premises at any time for any purpose, including, but not limited to, inspecting such property or performing other duties of the County as are required by law or by the terms of this Agreement. Nothing in this Agreement shall limit the County's ability to take necessary and appropriate action to protect property, preserve life, or ensure safety of citizens in any emergency situation. The County shall not be responsible to replace improvements if an emergency/safety situation requires immediate action be taken by the County whereby such actions result in the damage and/or removal to Improvements in order to preserve life, safety, and/or property.

Section 11. Compliance with Statutes

The L.L.C. shall promptly execute and comply with all statutes, ordinances, rules, regulations, and requirements of all local, State and Federal governmental bodies applicable to the Premises for the correction, prevention and abatement of nuisances or other grievances in, upon, or connected with the Premises during the term of the Agreement.

Section 12. Assignability

This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns. The L.L.C. shall not assign this Agreement or any portion thereof of the L.L.C.'s rights, obligations, or duties hereunder to any party without the prior written consent of the County. In the event the L.L.C. does assign the Agreement, the L.L.C. and any such assigns shall be jointly and severally responsible for the L.L.C.'s responsibilities under this Agreement. Nothing in the Agreement shall be interpreted or construed to make the L.L.C., or any of its agents or employees, to be the agent, employee or representative of the County.

Section 13. Termination

This Agreement may be terminated with or without cause by either party upon one hundred eighty days' written notice thereof to the other party; provided, however, that upon termination, the L.L.C., or if this Agreement or any portion thereof has been assigned as permitted hereunder, then the applicable assignees of this Agreement, shall, at the request of the County, remove all Improvements made to the Premises, if any, or, in the alternative, reimburse the County for the cost of such removal. In the event this Agreement is terminated and the County assumes ownership of the Improvements within the Premises, the County does not assume maintenance responsibility, unless expressly provided in writing. Any maintenance performed by the County will not constitute an assumption of maintenance responsibility as may be otherwise assigned by Florida law or County Code.

Section 14. Right to Audit Records

In the performance of this Agreement, the L.L.C., and any assignee, shall keep books, records and accounts of all activities related to the Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the L.L.C. in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The L.L.C. shall retain all documents, papers, books, and records for a period of five years after termination of this Agreement. Information that is exempt or exempt and confidential from public disclosure under Section 24(a) of Article I of the State Constitution and Chapter 119, Florida Statutes, shall not be released. All documents, papers, books, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. All records or documents created by the L.L.C., or any assignee, or provided to the L.L.C. or any assignee under the terms of this Agreement, are public records and the L.L.C. and any assignee agree to comply with any request for such public records made in accordance with Section 119.07, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the Information Technology Systems of the County.

Section 15. Notice; Notice of Breach

Notice under this Agreement shall be given to the County at:

Brevard County Public Works Department
Attn: Support Services Manager
2725 Judge Fran Jamieson Way, Bldg. A-201
Viera, Florida 32940

Notice under this Agreement shall be given to the L.L.C. at:

Nasa Investment Partners, L.L.C.
Attn: Robert M. Renfro, Manager
7331 Office Park Place, Ste 200
Viera, FL 32940

In the event the County determines the L.L.C., or any assignee, has breached any term or provision of this Agreement, the County shall provide written notice of such breach to the L.L.C., which shall have thirty days after receipt of such notice to cure such breach or, if such breach is of a nature that it cannot reasonably be cured within such thirty day period, then the L.L.C. shall have such longer period to cure the breach as is reasonably necessary; provided, however, the L.L.C. commences reasonable action to remedy the breach within such thirty-day period, and diligently and continuously prosecutes such remedy to completion so that such breach is cured in a timely manner.

Section 16. Waiver

The waiver by the County of any of the L.L.C.'s, or any assignee's, obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the L.L.C., or any assignee, under this Agreement.

Section 17. Entirety and Modifications

This Agreement represents the understanding between the parties in its entirety and no other agreements, either oral or written, exist between the County and the L.L.C. as to the subject matter of this Agreement. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. This Agreement may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto, except as otherwise provided herein.

Section 18. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 19. Attorney's Fees and Venue

In the event of any legal action to enforce, interpret, or construe the terms of this Agreement, each party shall bear its own attorney's fees and costs. Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and **ANY TRIAL SHALL BE NON-JURY.**

Section 20. Construction of Agreement

The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement.

Section 21. Effective Date

This Agreement shall be effective on the last signature date required set forth below.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the County and the L.L.C. caused this Agreement to be duly executed in their respective names as of the day and year last written below.

Attest:

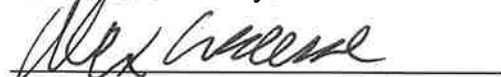
BREVARD COUNTY, FLORIDA


Rachel Sadoff, Clerk

By: 
Rita Pritchett, Chair Date

As approved by the Board on July 23, 2019

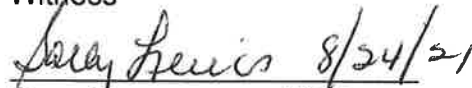

Approved as to legal form and content
for Brevard County:



Assistant County Attorney

NASA INVESTMENT PARTNERS L.L.C.

Witness



Signature Date

Name


Robert M. Renfro
Manager, Nasa Investment Partners, L.L.C.

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME personally appeared  known to me to be the person who executed the foregoing Agreement, and they acknowledged before me that they executed the same for the purposes described therein.

WITNESS my hand and official seal this 24 day of August, 2021.


Notary Public, State of Florida

My Commission Expires _____



CERTIFICATE

I, the undersigned, Robert M Renfro, do HEREBY CERTIFY that he is the Manager of the L.L.C. and fully vested with the authority to act in behalf of the NASA INVESTMENT PARTNERS, L.L.C. in the execution of this agreement.

Witness <u>[Signature]</u>	8-24-2021	<u>[Signature]</u>
Signature	Date	Robert M. Renfro
<u>Lucy Hamelers</u>		Manager, Nasa Investment Partners, L.L.C.
Name		

I HEREBY CERTIFY that on this day personally appeared before me Robert M. Renfro, to me known to be the person who signed the foregoing Certificate as such officer, and acknowledged the execution thereof to be his free act and deed on behalf of L.L.C. that he affixed thereto the official seal of L.L.C.; and that as such officer, he is duly authorized to do so.

[Signature] WITNESS my signature and official seal this 24 day of August 2021.

Notary Public, State of _____
My Commission Expires _____



LEGAL DESCRIPTION
PARCELS 118B, 801, AND 802

EXHIBIT A

EXHIBIT "C"
SHEET 1 OF 5

NOT VALID WITHOUT SHEET 2, 3, 4, & 5 OF 3
THIS IS NOT A SURVEY

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

LEGAL DESCRIPTION: PARCEL 118B. (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 258.63 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL NUMBER 118; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 281.06 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 37.76 FEET; THENCE NORTH 00° 27' 11" WEST FOR A DISTANCE OF 190.50 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 47.38 FEET; THENCE NORTH 87° 52' 25" EAST FOR A DISTANCE OF 210.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS NORTH 88° 40' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET TO THE POINT OF BEGINNING, CONTAINING 69,733 SQUARE FEET (1.60 ACRES), MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 801. UTILITY AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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LEGAL DESCRIPTION: PARCEL 802. INGRESS-EGRESS, UTILITY, DRAINAGE AND CANAL MAINTENANCE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

No. 4870

STATE OF

FLORIDA

PROFESSIONAL SURVEYOR & MAPPER

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO.: 27362536_SK_1911026_WICKHAM-ELLIS.dwg

REVISIONS

DATE

DESCRIPTION

DATE: JULY 30, 2021

SHEET: 1 OF 5

SECTION 36

TOWNSHIP 27 SOUTH

RANGE 36 EAST

LEGAL DESCRIPTION

PARCELS 803, 804 AND 901

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

EXHIBIT "C"

SHEET 2 OF 5

NOT VALID WITHOUT SHEET 1, 3, 4, & 5 OF 5

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 803, UTILITY AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 326.06 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 87° 54' 36" WEST FOR A DISTANCE OF 266.05 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 15.76 FEET; THENCE NORTH 87° 54' 36" EAST FOR A DISTANCE OF 36.14 FEET; THENCE NORTH 78° 39' 16" EAST FOR A DISTANCE OF 63.33 FEET; THENCE NORTH 89° 00' 27" EAST FOR A DISTANCE OF 125.45 FEET; THENCE NORTH 61° 51' 17" EAST FOR A DISTANCE OF 42.80 FEET; THENCE SOUTH 00° 19' 11" EAST A DISTANCE OF 41.60 FEET TO THE POINT OF BEGINNING, CONTAINING 6053 SQUARE FEET (0.14 ACRES), MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 804, ROADWAY, SIDEWALK, UTILITY, AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS SOUTH 88° 40' 28" WEST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET; THENCE SOUTH 87° 52' 25" WEST FOR A DISTANCE OF 202.69 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 44° 49' 10" WEST FOR A DISTANCE OF 50.64 FEET; THENCE SOUTH 00° 27' 11" EAST FOR A DISTANCE OF 224.24 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.53 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 37.76 FEET; THENCE NORTH 00° 27' 11" WEST FOR A DISTANCE OF 190.50 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 47.38 FEET; THENCE NORTH 87° 52' 25" EAST A DISTANCE OF 7.32 FEET TO THE POINT OF BEGINNING, CONTAINING 1,561 SQUARE FEET (0.036 ACRES), MORE OR LESS

LEGAL DESCRIPTION: PARCEL 901, USE AGREEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THE L-7 CANAL OF THE CRANE CREEK DRAINAGE DISTRICT AND BEING LOCATED WITHIN THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS BEING THE WEST 24.00 FEET OF THE EAST 49.50 FEET OF THE SOUTH 419.43 FEET OF THE NORTH 439.45 FEET OF SAID SECTION 36, CONTAINING 10,066 SQUARE FEET (0.231 ACRES), MORE OR LESS.

UNLESS OTHERWISE INDICATED, ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED.

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO.: 27362536_SK_1911026_WCKHAM-ELLIS.dwg

DATE: JULY 30, 2021

SHEET: 2 OF 5

REVISIONS

DATE

DESCRIPTION

SECTION 36
TOWNSHIP 27 SOUTH
RANGE 36 EAST

LEGAL DESCRIPTION SURVEYOR'S NOTES, ABBREVIATIONS

EXHIBIT "C"
SHEET 3 OF 5

NOT VALID WITHOUT SHEET 1, 2, 4, & 5 OF 5
THIS IS NOT A SURVEY

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 9 IN OFFICIAL RECORDS BOOK 2223, PAGE 832 AS BEING SOUTH 87° 52' 25" EAST, AN ASSUMED BEARING.
3. ONLY RIGHTS OF WAY AND EASEMENTS SHOWN ON APPLICABLE RECORD PLATS ARE INDICATED HEREON. NO OWNERSHIP AND ENCUMBRANCE REPORT OR OTHER INFORMATION WAS FURNISHED TO THE SURVEYOR AND MAPPER.
4. REFERENCE MATERIAL:
 - a. FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR WICKHAM ROAD AT NASA BOULEVARD AND ELLIS ROAD, SECTION 70000, FIP NUMBER 404667 1 ON FILE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FIVE, SURVEYING AND MAPPING SECTION, DELAND, FLORIDA.
5. SECTIONAL BREAKDOWN AND ALIQUOT LINES ARE BASED SAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR WICKHAM ROAD AT NASA BOULEVARD AND ELLIS ROAD, SECTION 70000.

ABBREVIATIONS

BC	= BEGIN CURVE
B.O.B.	= BASIS OF BEARING
CHORD BRG	= CHORD BEARING
ID	= IDENTIFICATION
L	= LENGTH
N/F	= NOW OR FORMERLY
NTL	= NON TANGENT LINE
ORB	= OFFICIAL RECORD BOOK
R	= RADIUS
RGE	= RANGE
SQ.FT.	= SQUARE FEET
TWP	= TOWNSHIP

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO.: 27362536_SK_1911026_WICKHAM-ELLIS.dwg

REVISIONS

DATE

DESCRIPTION

DATE: JULY 30, 2021

SHEET: 3 OF 5

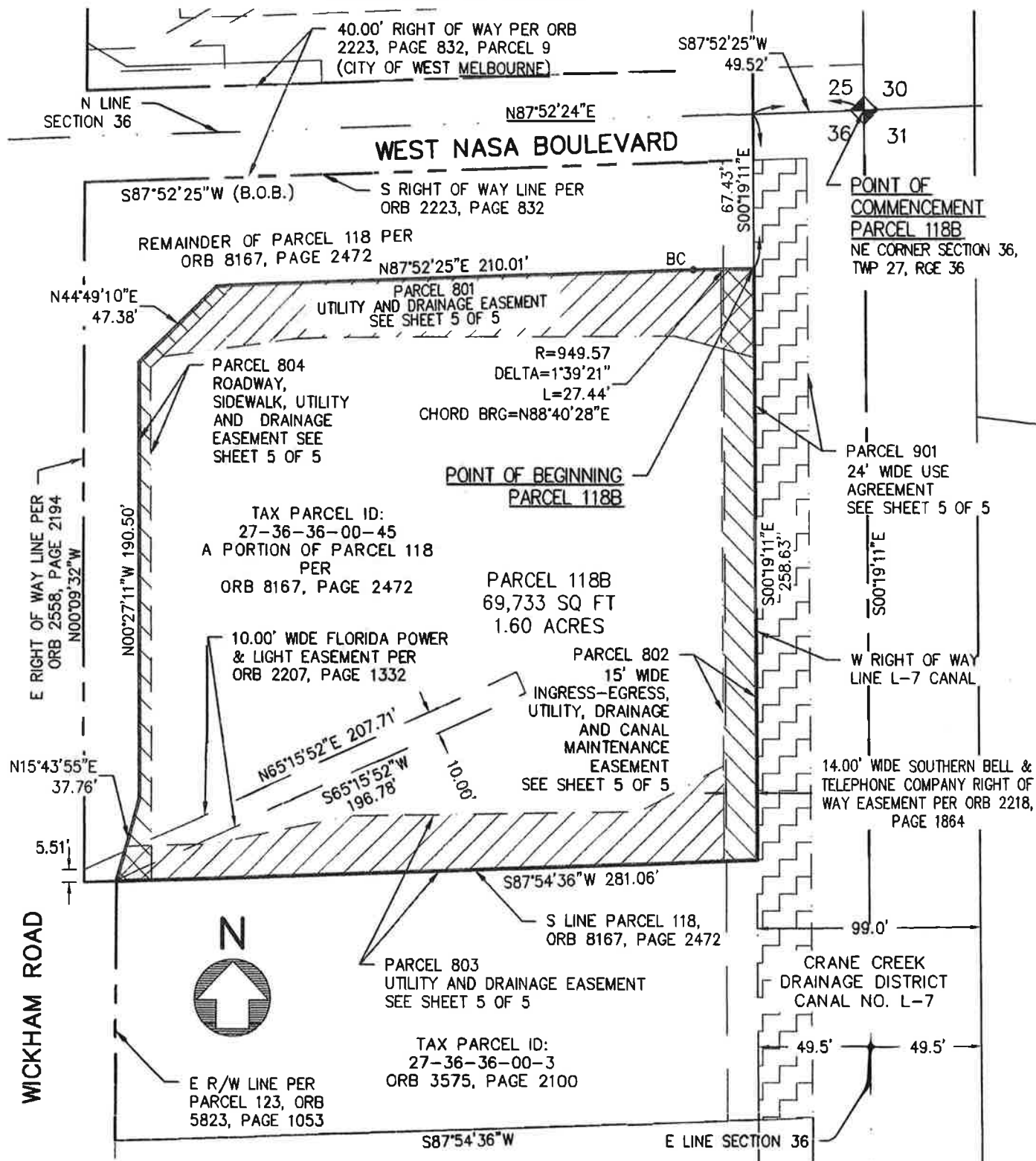
SECTION 36
TOWNSHIP 27 SOUTH
RANGE 36 EAST

PARCEL 118B

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

SHEET 4 OF 5

THIS IS NOT A SURVEY



PREPARED BY: BREVARD COUNTY PUBLIC WORKS
SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,
VIERA, FLORIDA 32940
PHONE: (321) 633-2080

SCALE: 1"=60'

DRAWING NO.: 27362536 SK 1911026

SECTION 36
TOWNSHIP 27 SOUTH
RANGE 36 EAST

PARCELS 801, 802, 803, 804, & 901

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

SHEET 5 OF 5

THIS IS NOT A SURVEY



SECTION 36
TOWNSHIP 27 SOUTH
RANGE 36 EAST

Legistar# 3232

Subject:

Approval, Re: Resolution, Amendment to Exchange Agreement Between Nasa Investment Partners, LLC and Brevard County, Florida and Right-of-Way Use Agreement – District 5.

Fiscal Impact:

None

Dept/Office:

Public Works Department / Land Acquisition

Requested Action:

It is requested that the Board of County Commissioners: 1) accept and authorize the Chair to execute the attached Resolution, Amendment to the Exchange Agreement Between Nasa Investment Partners, LLC and Brevard County, Florida and Right of Way Use Agreement, and 2) authorize the Chair to sign any and all documents to effectuate the Exchange.

Summary Explanation and Background:

The subject property is located in Section 36, Township 27 South, Range 36 East, at the intersection of Nasa Boulevard and Wickham Road in Melbourne.

The Board of County Commissioners, in regular session on July 23, 2019, approved and executed an Exchange Agreement with Nasa Investment Partners, LLC (N.I.P.) related to a stormwater retention area in the southeast quadrant of the intersection of Nasa Boulevard and Wickham Road, and authorized the Chair to sign all closing documents required at closing. The Agreement provided for specific easements which the parties are seeking to update and amend. The parties agree that the updates to the easements are needed to ensure certain property interests for access, ingress, egress, drainage, utilities, maintenance, roadway, sidewalk, and other purposes are retained. The changes to the easements are as follows:

Parcel 801 Roadway and Drainage easement is amended to Drainage and Utility Easement

Parcel 802 Ingress and Egress Easement is amended to Ingress, Egress, Drainage, Utility and Canal Maintenance Easement

Parcel 803 Drainage Easement is amended to Drainage and Utility Easement

Parcel 804 Roadway and Drainage Easement is amended to Roadway, Sidewalk, Utility and Drainage Easement

The Resolution is pursuant to Section 125.37, Florida Statutes, authorizing the Amendment to the Exchange Agreement of County property and property interests, for other real property and property interests owned by N.I.P.; and provides for an effective date.

The Right of Way Use Agreement, Exhibit C of the Exchange Agreement, is in substantial form as adopted by the Board in the original Agreement.

Staff has reviewed the requested revisions and has no objections.

The User Department approves this request.

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

Clerk to the Board Instructions:

Upon execution by the Chair, Public Works Department will contact the Clerk's office to make arrangements to pick up the original executed Resolution, Amendment to the Exchange Agreement and Right of Way Use Agreement between NASA Investment Partners, LLC and Brevard County, Florida.

**AMENDMENT TO EXCHANGE AGREEMENT BETWEEN NASA INVESTMENT
PARTNERS, LLC, AND BREVARD COUNTY, FLORIDA**

THIS AMENDMENT TO THE EXCHANGE AGREEMENT (hereinafter "Amendment") is hereby entered into the date of last signature below by and between NASA Investment Partners, LLC, a Florida limited liability company (hereinafter "N.I.P."), and Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County").

WITNESSETH:

Whereas, the County and N.I.P. entered into an exchange agreement on July 23, 2019 (hereinafter the "Exchange Agreement"), which is incorporated herein by this reference; and

Whereas, based on the work contemplated in the Exchange Agreement, modifications to the easements identified in County Obligations – Section f.(1) of the Exchange Agreement are needed; and

Whereas, Exhibit C attached to the Exchange Agreement, which outlines the associated easements, is also updated accordingly and is attached hereto as **Attachment A**; and

Whereas, the Board of County Commissioners of Brevard County, Florida, hereby finds that the property interests involved in this Amendment are in the best interest of the County and serve a public purpose.

Now, therefore, in consideration of the mutual covenants, promises, and conditions set forth in this Amendment, as set forth below, N.I.P., and its successors and assigns, and the County (collectively referred to as the "Parties") hereby agree as follows:

1. Recitals.

The recitals set forth above are incorporated herein by this reference and the matters set forth in those recitals are true representations and findings agreed upon by both Parties.

2. Incorporation.

Unless otherwise amended herein, all terms and conditions of the Exchange Agreement, which is incorporated herein by this reference, shall remain in full force and effect and are hereby ratified. In the event of any conflict between the Exchange Agreement and this Amendment to the Exchange Agreement, including associated attachments, this Amendment shall prevail.

3. Updates to Easements.

County Obligations – Section f.(1) is hereby amended to read as follows:

(1) convey by County deed to N.I.P. the property shown and described in Exhibit C, provided the County deed shall reserve, and/or N.I.P. shall dedicate the following non-exclusive easements as shown and described on Exhibit C:

- Parcel 801: an irregular shaped ~~roadway~~utility and drainage easement over the northern boundary of Parcel 118B
- Parcel 802: ~~an fifteen-foot-wide ingress, egress, utility, canal maintenance, and drainage easement located along the eastern boundary of Parcel 118B~~ingress and egress easement for the purpose of maintaining the portion of the drainage ditch system adjacent to the easternmost property line of Parcel 118B,
- Parcel 803: ~~a fifteen-foot-wide drainage~~ and utility easement over the southern boundary of Parcel 118B
- Parcel 804: an irregular shaped roadway, sidewalk, utility, and drainage easement over the western boundary of Parcel 118B.

4. Update to Exhibit C.

Exhibit C in the Exchange Agreement, which describes the easements the County hereby reserves or N.I.P. shall dedicate to the County, is hereby replaced by new Exhibit C, which is attached hereto as **Attachment A**.

[SIGNATURES TO FOLLOW]

In witness whereof, the Parties hereto have set their hands and seals the day and year last written below.

ATTEST:

BOARD OF COUNTY
COMMISSIONERS OF BREVARD
COUNTY FLORIDA

Rachel Sadoff, Clerk

By: _____
Rita Pritchett, Chair
Approved by the Board on: 08/24/2021

Approved for legal form and content
for Brevard County, Florida



Assistant County Attorney

Witnesses:

NASA Investment Partners, LLC

By: 

Printed name: Debbie Cruz

By: 

Name: Robert M. Renfro

Title: Manager

By: 

Printed name: Andrew Malachuk

LEGAL DESCRIPTION PARCELS 118B, 801, AND 802

ATTACHMENT A

EXHIBIT "C"
SHEET 1 OF 5

NOT VALID WITHOUT SHEET 2, 3, 4, & 5 OF 3
THIS IS NOT A SURVEY

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

LEGAL DESCRIPTION: PARCEL 118B, (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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LEGAL DESCRIPTION: PARCEL 801, UTILITY AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 38.79 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN NORTH 75° 42' 04" WEST FOR A DISTANCE OF 37.43 FEET; THENCE SOUTH 89° 32' 49" WEST FOR A DISTANCE OF 161.30 FEET; THENCE SOUTH 82° 17' 10" WEST FOR A DISTANCE OF 64.31 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 44.13 FEET; THENCE NORTH 87° 52' 25" EAST FOR A DISTANCE OF 202.69 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS NORTH 88° 40' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET TO THE POINT OF BEGINNING, CONTAINING 6,707 SQUARE FEET (0.15 ACRES), MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 802, INGRESS-EGRESS, UTILITY, DRAINAGE AND CANAL MAINTENANCE EASEMENT (BY SURVEYOR)

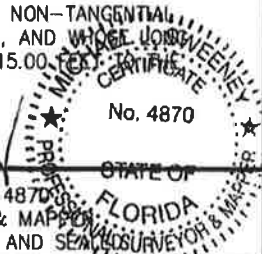
A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 00° 19' 11" EAST FOR A DISTANCE OF 258.63 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.01 FEET; THENCE NORTH 00° 19' 11" WEST FOR A DISTANCE OF 258.93 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 00° 54' 19", AND WHOSE LONG CHORD BEARS NORTH 89° 02' 59" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3882 SQUARE FEET (0.09 ACRES), MORE OR LESS.

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED



PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING	CHECKED BY: M. J. SWEENEY	DRAWING NO.: 27362536_SK_1911026_WICKHAM-ELLIS.dwg	SECTION 36
DATE: JULY 30, 2021	SHEET: 1 OF 5	REVISIONS	TOWNSHIP 27 SOUTH
		DATE	RANGE 36 EAST
		DESCRIPTION	

LEGAL DESCRIPTION PARCELS 803, 804 AND 901

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

EXHIBIT "C"

SHEET 2 OF 5

NOT VALID WITHOUT SHEET 1, 3, 4, & 5 OF 5

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 803, UTILITY AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 326.06 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 87° 54' 36" WEST FOR A DISTANCE OF 266.05 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 15.76 FEET; THENCE NORTH 87° 54' 36" EAST FOR A DISTANCE OF 36.14 FEET; THENCE NORTH 78° 39' 16" EAST FOR A DISTANCE OF 63.33 FEET; THENCE NORTH 89° 00' 27" EAST FOR A DISTANCE OF 125.45 FEET; THENCE NORTH 61° 51' 17" EAST FOR A DISTANCE OF 42.80 FEET; THENCE SOUTH 00° 19' 11" EAST A DISTANCE OF 41.60 FEET TO THE POINT OF BEGINNING, CONTAINING 6053 SQUARE FEET (0.14 ACRES), MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 804, ROADWAY, SIDEWALK, UTILITY, AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS SOUTH 88° 40' 28" WEST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET; THENCE SOUTH 87° 52' 25" WEST FOR A DISTANCE OF 202.69 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 44° 49' 10" WEST FOR A DISTANCE OF 50.64 FEET; THENCE SOUTH 00° 27' 11" EAST FOR A DISTANCE OF 224.24 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.53 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 37.76 FEET; THENCE NORTH 00° 27' 11" WEST FOR A DISTANCE OF 190.50 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 47.38 FEET; THENCE NORTH 87° 52' 25" EAST A DISTANCE OF 7.32 FEET TO THE POINT OF BEGINNING, CONTAINING 1,561 SQUARE FEET (0.036 ACRES), MORE OR LESS

LEGAL DESCRIPTION: PARCEL 901, USE AGREEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THE L-7 CANAL OF THE CRANE CREEK DRAINAGE DISTRICT AND BEING LOCATED WITHIN THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS BEING THE WEST 24.00 FEET OF THE EAST 49.50 FEET OF THE SOUTH 419.43 FEET OF THE NORTH 439.45 FEET OF SAID SECTION 36, CONTAINING 10,066 SQUARE FEET (0.231 ACRES), MORE OR LESS.

UNLESS OTHERWISE INDICATED, ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED.

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING	CHECKED BY: M. J. SWEENEY	DRAWING NO: 27362536_SK_1911026_WQXHAM-ELLIS.dwg	SECTION 36
DATE: JULY 30, 2021	SHEET: 2 OF 5	REVISIONS	TOWNSHIP 27 SOUTH
		DATE	RANGE 36 EAST
		DESCRIPTION	

LEGAL DESCRIPTION SURVEYOR'S NOTES, ABBREVIATIONS

EXHIBIT "C"
SHEET 3 OF 5

NOT VALID WITHOUT SHEET 1, 2, 4, & 5 OF 5
THIS IS NOT A SURVEY

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 9 IN OFFICIAL RECORDS BOOK 2223, PAGE 832 AS BEING SOUTH 87° 52' 25" EAST, AN ASSUMED BEARING.
3. ONLY RIGHTS OF WAY AND EASEMENTS SHOWN ON APPLICABLE RECORD PLATS ARE INDICATED HEREON. NO OWNERSHIP AND ENCUMBRANCE REPORT OR OTHER INFORMATION WAS FURNISHED TO THE SURVEYOR AND MAPPER.
4. REFERENCE MATERIAL:
 - a. FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR WICKHAM ROAD AT NASA BOULEVARD AND ELLIS ROAD, SECTION 70000, FIP NUMBER 404667 1 ON FILE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FIVE, SURVEYING AND MAPPING SECTION, DELAND, FLORIDA.
5. SECTIONAL BREAKDOWN AND ALIQUOT LINES ARE BASED SAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR WICKHAM ROAD AT NASA BOULEVARD AND ELLIS ROAD, SECTION 70000.

ABBREVIATIONS

BC	= BEGIN CURVE
B.O.B.	= BASIS OF BEARING
CHORD BRG	= CHORD BEARING
ID	= IDENTIFICATION
L	= LENGTH
N/F	= NOW OR FORMERLY
NTL	= NON TANGENT LINE
ORB	= OFFICIAL RECORD BOOK
R	= RADIUS
RGE	= RANGE
SQ.FT.	= SQUARE FEET
TWP	= TOWNSHIP

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO.: 27362536_SK_1911026_WCKHAM-ELLIS.dwg

REVISIONS

DATE

DESCRIPTION

DATE: JULY 30, 2021

SHEET: 3 OF 5

SECTION 36
TOWNSHIP 27 SOUTH
RANGE 36 EAST

THIS IS NOT A SURVEY

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT



RIGHT-OF-WAY USE AGREEMENT

This Right-of-Way Use Agreement, hereinafter referred to as the "Agreement", is made and entered into by and between Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County", and NASA Investment Partners L.L.C., a Florida limited liability company having a principal address of 304 S Harbor City Blvd Ste 201, Melbourne, FL 32901, hereinafter referred to as the "L.L.C."

RECITALS

Whereas, the County owns the public right-of-way within Crane Creek Drainage District Canal L-7, shown in the exchange agreement entered into between the parties on July 23, 2019, which is incorporated herein by this reference; and

Whereas, the L.L.C. desires north/south ingress and egress over said right-of-way, hereinafter referred to as the "Premises" and identified more particularly in Exhibit A attached hereto; and

Whereas, the County, pursuant to the authority set forth in Section 125.01, Florida Statutes, may allow the use of public right-of-way for purposes which do not conflict with the interests of the public.

Now, therefore, in consideration of the covenants herein contained, it is mutually agreed between the Parties as follows:

Section 1. Recitals; Definitions

The above recitals are true and correct and incorporated into this Agreement by this reference. For purposes of this Agreement, the below terms are defined as follows:

- a) Agreement: shall mean this Right-of-Way Use Agreement.
- b) Improvements: shall mean those certain improvements installed or to be installed by the L.L.C. within the Premises in accordance with the Plans and maintained by the L.L.C. in accordance with the provisions of this Agreement as approved by the County pursuant to any Right-of-Way Permit issued by the County.
- c) Premises: shall mean the property identified in Exhibit A of the second recital above where the Improvements will be installed and maintained.
- d) Plans: shall mean those certain plans for the construction and installation of Improvements which have been approved by the L.L.C. and the County as part of a Right-of-Way Permit.
- e) Prompt or Promptly: shall mean no later than fourteen days after the L.L.C. receives written notice of the need for maintenance, repairs, or replacements to the applicable Improvements.

f) Right-of-Way Permit: shall mean the official written approval to begin construction or installation of Improvements according to the application, plans, specifications and conditions approved by the County.

Section 2. Term

The initial term of this Agreement shall be thirty (30) years commencing with the date of the execution of this Agreement and shall thereafter be automatically renewed for additional thirty (30) year terms unless terminated by either party, in accordance with Section 13 Termination herein.

Section 3. Premises

The County hereby agrees to permit the L.L.C. to utilize certain portions of the Premises for the purposes and under the conditions expressed herein and pursuant to Permit No. 19RW00956. The Premises is described as follows: a north to south ingress and egress access as shown on Exhibit A, which is attached hereto, abutting the westernmost boundary of the Crane Creek Drainage District Canal L-7 for its entire length from the W. NASA on the north to Old NASA Rd. on the south.

Section 4. Purposes

The L.L.C. shall use the Premises for ingress-egress and access from W. NASA Blvd. to Old NASA Rd. and those purposes only, and under the conditions expressed herein and pursuant to Permit No. 19RW00956. It is hereby mutually agreed and understood that the use of any improvements now or hereafter located on the Premises shall be for ingress -egress purposes only and not for human occupancy, nor shall such improvements create traffic hazards. L.L.C. shall not install any improvements on, under, or over the access in a manner which causes damage to any other County owned improvements. It is specifically agreed and understood that the use herein set forth shall be the only use consented to by the County, and that failure to comply with this provision shall be considered a material breach of this Agreement, whereupon the County shall be entitled to immediately terminate this Agreement.

It is expressly stipulated that this Agreement and the accompanying permit is a license for permissive use only and that the placing of improvements and/or facilities upon public property pursuant to this Agreement and permit shall not operate to create or vest any property right in said holder.

Section 5. Improvements

The plans and specifications for all improvements on the Premises, if any, shall be in accordance with all County specifications and shall be submitted as an attachment to the County "Roadway and Easement Improvement Application Form", or similar document, with appropriate fees, for approval by the County, or its designated representative. It is hereby agreed and understood that any improvements placed on or constructed on the Premises and permanently attached thereto, shall remain the property of the L.L.C. and that the L.L.C. retains the right to remove such improvements within forty-five (45) days of the date of termination of this Agreement, whether by breach or termination. In the event such improvements are not removed within forty-five (45) days of termination, the improvements shall become the property of the County, and the County may remove the Improvements. To the extent the County elects to

remove any such Improvements, the L.L.C. shall reimburse the County for the cost of removal within thirty (30) days of receipt of an invoice for such removal expenses.

Section 6. Utilities

The L.L.C. shall pay all charges for electrical service and other utility services supplied to the L.L.C. at the Premises.

Section 7. Construction, Repairs and Maintenance

During the term of this Agreement, the L.L.C. shall, at its own expense, construct and maintain improvements within the Premises, if any, in the manner described in this Agreement, as permitted by the County, and all applicable Florida Department of Transportation current maintenance and safety requirements, as may be updated. Improvements shall be constructed and installed in such a manner so as to not cause damage to or interfere with any County improvements or facilities. Any such damage to County improvements or facilities shall be remedied immediately at no cost to the County.

The L.L.C. shall, at its own expense, maintain all permitted L.L.C.-installed improvements, if any, on the Premises and make all necessary repairs and replacements to L.L.C. improvements, if any, on the Premises. Such maintenance, repairs and replacements shall be made promptly as and when necessary. Notification of the need for such repair and/or maintenance may be given to the L.L.C. by written or electronic communication.

Section 8. Illegal, Unlawful or Improper Use

The L.L.C. shall make no unlawful, improper, immoral or offensive use of the Premises, nor will the L.L.C. use the Premises or allow use of the Premises for any purposes other than that hereinabove set forth. Failure of the L.L.C. to comply with this provision shall be considered a material default under this Agreement. In the event any improvement is deemed traffic safety hazard by the County or Florida Department of Transportation, such use shall be deemed an improper use and the Agreement shall be subject to immediate termination.

Section 9. Indemnification and Insurance

Except where limited by law, the L.L.C. agrees that it will indemnify and save harmless the County from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the L.L.C.'s use, occupation, management or control of the Premises or any of the Improvements thereon by the L.L.C., or any equipment or fixtures used in connection with the Premises by the L.L.C., or its agents, employees or independent contractors. The L.L.C. agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the County in connection with any negligent, reckless, or intentional wrongful act or omission of the L.L.C. and persons employed or utilized by the L.L.C. as it relates to the Premises, and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in any such action or proceedings, except that the L.L.C. will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the negligence, recklessness, or intentional wrongful misconduct of the

County or any of its agents, servants, or employees. The parties acknowledge specific consideration has been exchanged for the provision. Nothing herein is intended to be or shall be construed as a waiver of the County's sovereign immunity protections or the limitations beyond the statutory provisions.

- a. The L.L.C. further agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the County, the following types of insurance policies. The policy limits required are to be considered minimum amounts:

General Liability Insurance insuring the L.L.C. against any and all claims, demands or causes of action whatsoever for injuries received and damages to property in connection with the use, occupation, management and control of the Premises and the Improvements thereon. Such policies of insurance shall insure the L.L.C. in an amount not less than one million dollars (\$1,000,000.00) combined single limit for each occurrence and that includes coverage for Explosion, Collapse, Underground (X.C.U.) hazards.

Workers' Compensation Insurance (for statutory limits) as required by Florida Statutes, Chapter 440.

- b. A certificate of such insurance policies shall be filed with the Public Works Department, 2725 Judge Fran Jamieson Way, Bldg. A. 201, Viera, Florida, 32940, within ten days of the date of execution of this Agreement by the L.L.C. and the County and annually upon insurance renewal. The County shall be named and endorsed as an additional insured on the policy/ies that the L.L.C. secures for work upon or involving the Premises. Such policy/ies may not be cancelled or modified without thirty days prior written notice to the County. It is the L.L.C.'s responsibility to verify that the County is included as an additional insured on any and all insurance policies between the L.L.C. and its contractors needed for work to be completed.
- c. The L.L.C. shall include in any contract for work upon or involving the Premises that the contractor shall indemnify and hold harmless the County from liabilities, damages, losses and costs, including, but not limited to, attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the contract.
- d. The L.L.C. shall notify the County promptly in writing of any hazardous condition existing on or about the Premises.
- e. All personal property, equipment, fixtures, structures, or Improvements constructed or placed on or about the Premises shall be at the risk of the L.L.C., and the County shall not be liable or responsible for any damage or loss to any personal property, equipment, fixtures, structures, or Improvements located thereon for any cause whatsoever. The L.L.C. agrees and understands that the

County does not and shall not carry liability, theft, or fire insurance on any of said items or facilities to cover the L.L.C.'s interests therein.

- f. At the time of execution of this Agreement, any existing improvements installed by the L.L.C. on the Premises will be the responsibility of the L.L.C. In the event any pre-existing improvements cause damage to County property, including, but not limited to, sidewalk/roadway/curb and gutter/drainage inlets, the L.L.C. will be responsible for immediate repair to such County property. If the L.L.C. fails to promptly repair the damage, the L.L.C. will pay the County all costs incurred by the County to repair the damage.
- g. Nothing contained in this Agreement shall be construed as a waiver of County's right to the protections of and/or limitations on damages afforded by sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the County's potential liability under State or Federal law.

Section 10. Right of Entry

It is expressly stipulated that this Agreement is a license for permissive use only and that the construction within and/or upon public property pursuant to this Agreement shall not operate to create or vest any property right in said holder. This Agreement does not relieve the L.L.C. of local or other jurisdictional requirements. The County or its agents may enter in and on the Premises at any time for any purpose, including, but not limited to, inspecting such property or performing other duties of the County as are required by law or by the terms of this Agreement. Nothing in this Agreement shall limit the County's ability to take necessary and appropriate action to protect property, preserve life, or ensure safety of citizens in any emergency situation. The County shall not be responsible to replace improvements if an emergency/safety situation requires immediate action be taken by the County whereby such actions result in the damage and/or removal to Improvements in order to preserve life, safety, and/or property.

Section 11. Compliance with Statutes

The L.L.C. shall promptly execute and comply with all statutes, ordinances, rules, regulations, and requirements of all local, State and Federal governmental bodies applicable to the Premises for the correction, prevention and abatement of nuisances or other grievances in, upon, or connected with the Premises during the term of the Agreement.

Section 12. Assignability

This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns. The L.L.C. shall not assign this Agreement or any portion thereof of the L.L.C.'s rights, obligations, or duties hereunder to any party without the prior written consent of the County. In the event the L.L.C. does assign the Agreement, the L.L.C. and any such assigns shall be jointly and severally responsible for the L.L.C.'s responsibilities under this Agreement. Nothing in the Agreement shall be interpreted or construed to make the L.L.C., or any of its agents or employees, to be the agent, employee or representative of the County.

Section 13. Termination

This Agreement may be terminated with or without cause by either party upon one hundred eighty days' written notice thereof to the other party; provided, however, that upon termination, the L.L.C., or if this Agreement or any portion thereof has been assigned as permitted hereunder, then the applicable assignees of this Agreement, shall, at the request of the County, remove all Improvements made to the Premises, if any, or, in the alternative, reimburse the County for the cost of such removal. In the event this Agreement is terminated and the County assumes ownership of the Improvements within the Premises, the County does not assume maintenance responsibility, unless expressly provided in writing. Any maintenance performed by the County will not constitute an assumption of maintenance responsibility as may be otherwise assigned by Florida law or County Code.

Section 14. Right to Audit Records

In the performance of this Agreement, the L.L.C., and any assignee, shall keep books, records and accounts of all activities related to the Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the L.L.C. in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The L.L.C. shall retain all documents, papers, books, and records for a period of five years after termination of this Agreement. Information that is exempt or exempt and confidential from public disclosure under Section 24(a) of Article I of the State Constitution and Chapter 119, Florida Statutes, shall not be released. All documents, papers, books, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. All records or documents created by the L.L.C., or any assignee, or provided to the L.L.C. or any assignee under the terms of this Agreement, are public records and the L.L.C. and any assignee agree to comply with any request for such public records made in accordance with Section 119.07, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the Information Technology Systems of the County.

Section 15. Notice; Notice of Breach

Notice under this Agreement shall be given to the County at:

Brevard County Public Works Department
Attn: Support Services Manager
2725 Judge Fran Jamieson Way, Bldg. A-201
Viera, Florida 32940

Notice under this Agreement shall be given to the L.L.C. at:

NASA Investment Partners, L.L.C.
Attn: Matthew T. Williams, Manager
7331 Office Park Place, Ste 200
Viera, FL 32940

In the event the County determines the L.L.C., or any assignee, has breached any term or provision of this Agreement, the County shall provide written notice of such breach to the L.L.C., which shall have thirty days after receipt of such notice to cure such breach or, if such breach is of a nature that it cannot reasonably be cured within such thirty day period, then the L.L.C. shall have such longer period to cure the breach as is reasonably necessary; provided, however, the L.L.C. commences reasonable action to remedy the breach within such thirty-day period, and diligently and continuously prosecutes such remedy to completion so that such breach is cured in a timely manner.

Section 16. Waiver

The waiver by the County of any of the L.L.C.'s, or any assignee's, obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the L.L.C., or any assignee, under this Agreement.

Section 17. Entirety and Modifications

This Agreement represents the understanding between the parties in its entirety and no other agreements, either oral or written, exist between the County and the L.L.C. as to the subject matter of this Agreement. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. This Agreement may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto, except as otherwise provided herein.

Section 18. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 19. Attorney's Fees and Venue

In the event of any legal action to enforce, interpret, or construe the terms of this Agreement, each party shall bear its own attorney's fees and costs. Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and **ANY TRIAL SHALL BE NON-JURY.**

Section 20. Construction of Agreement

The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement.

Section 21. Effective Date

This Agreement shall be effective on the last signature date required set forth below.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the County and the L.L.C. caused this Agreement to be duly executed in their respective names as of the day and year last written below.

Attest:

BREVARD COUNTY, FLORIDA

Rachel Sadoff, Clerk

By: _____ 08/24/2021
Rita Pritchett, Chair Date

As approved by the Board on August 24, 2021

Approved as to legal form and content
for Brevard County:

Alex Gause

Assistant County Attorney

Witness

Delbie Cruz 08/24/2021
Signature Date

Delbie Cruz
Name

NASA INVESTMENT PARTNERS L.L.C.

Robert M. Renfro

BY: Robert M. Renfro
Manager, NASA Investment Partners, L.L.C.

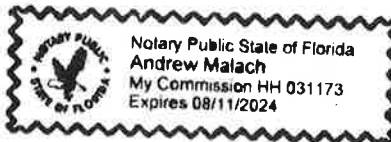
STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME personally appeared Robert M. Renfro, known to me to be the person who executed the foregoing Agreement, and they acknowledged before me that they executed the same for the purposes described therein.

WITNESS my hand and official seal this 11 day of August, 2021.

Andrew Malach
Notary Public, State of Florida

My Commission Expires 8/11/2024



CERTIFICATE

I, the undersigned, Robert M. Renfro, do HEREBY CERTIFY that I am the Manager of the L.L.C. and fully vested with the authority to act in behalf of the NASA INVESTMENT PARTNERS, L.L.C. in the execution of this agreement.

Witness

[Signature] 08/11/2021
Signature Date

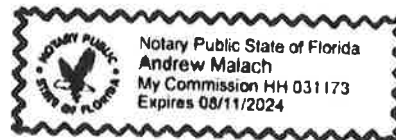
Debbie Cruz
Name

[Signature]
BY: Robert M. Renfro
Manager, NASA Investment Partners, L.L.C.

I HEREBY CERTIFY that on this day personally appeared before me Robert M. Renfro, to me known to be the person who signed the foregoing Certificate as such officer, and acknowledged the execution thereof to be his free act and deed on behalf of L.L.C. that he affixed thereto the official seal of L.L.C.; and that as such officer, he is duly authorized to do so.

WITNESS my signature and official seal this 11 day of August 2021.

[Signature]
Notary Public, State of Florida
My Commission Expires 8/11/2024



LEGAL DESCRIPTION
PARCELS 118B, 801, AND 802

ATTACHMENT A

EXHIBIT "C"

SHEET 1 OF 5

NOT VALID WITHOUT SHEET 2, 3, 4, & 5 OF 3

THIS IS NOT A SURVEY

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

LEGAL DESCRIPTION: PARCEL 118B. (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 258.63 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL NUMBER 118; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 281.06 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 37.78 FEET; THENCE NORTH 00° 27' 11" WEST FOR A DISTANCE OF 190.50 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 47.38 FEET; THENCE NORTH 87° 52' 25" EAST FOR A DISTANCE OF 210.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS NORTH 88° 40' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET TO THE POINT OF BEGINNING, CONTAINING 69,733 SQUARE FEET (1.60 ACRES), MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 801. UTILITY AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 38.79 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN NORTH 75° 42' 04" WEST FOR A DISTANCE OF 37.43 FEET; THENCE SOUTH 89° 32' 49" WEST FOR A DISTANCE OF 161.30 FEET; THENCE SOUTH 82° 17' 10" WEST FOR A DISTANCE OF 64.31 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 44.13 FEET; THENCE NORTH 87° 52' 25" EAST FOR A DISTANCE OF 202.69 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS NORTH 88° 40' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET TO THE POINT OF BEGINNING, CONTAINING 6,707 SQUARE FEET (0.15 ACRES), MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 802. INGRESS-EGRESS, UTILITY, DRAINAGE AND CANAL MAINTENANCE EASEMENT (BY SURVEYOR)

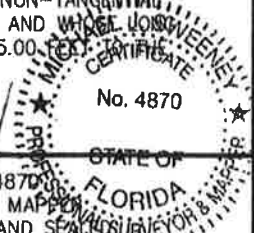
A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 00° 19' 11" EAST FOR A DISTANCE OF 258.63 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.01 FEET; THENCE NORTH 00° 19' 11" WEST FOR A DISTANCE OF 258.93 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 00° 54' 19", AND WHOSE LONG CHORD BEARS NORTH 89° 02' 59" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3882 SQUARE FEET (0.09 ACRES), MORE OR LESS.

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED



PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING	CHECKED BY: M. J. SWEENEY	DRAWING NO.: 27362536_SK_1911026_WCKHAM-ELIUS.dwg	SECTION 36
DATE: JULY 30, 2021	SHEET: 1 OF 5	REVISIONS	TOWNSHIP 27 SOUTH
		DATE	RANGE 36 EAST
		DESCRIPTION	

LEGAL DESCRIPTION
PARCELS 803, 804 AND 901

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

EXHIBIT "C"

SHEET 2 OF 5

NOT VALID WITHOUT SHEET 1, 3, 4, & 5 OF 5

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 803, UTILITY AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 326.06 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 87° 54' 36" WEST FOR A DISTANCE OF 266.05 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 15.76 FEET; THENCE NORTH 87° 54' 36" EAST FOR A DISTANCE OF 36.14 FEET; THENCE NORTH 78° 39' 16" EAST FOR A DISTANCE OF 63.33 FEET; THENCE NORTH 89° 00' 27" EAST FOR A DISTANCE OF 125.45 FEET; THENCE NORTH 61° 51' 17" EAST FOR A DISTANCE OF 42.80 FEET; THENCE SOUTH 00° 19' 11" EAST A DISTANCE OF 41.60 FEET TO THE POINT OF BEGINNING, CONTAINING 6053 SQUARE FEET (0.14 ACRES), MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 804, ROADWAY, SIDEWALK, UTILITY, AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS SOUTH 88° 40' 28" WEST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET; THENCE SOUTH 87° 52' 25" WEST FOR A DISTANCE OF 202.69 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 44° 49' 10" WEST FOR A DISTANCE OF 50.64 FEET; THENCE SOUTH 00° 27' 11" EAST FOR A DISTANCE OF 224.24 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.53 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 37.76 FEET; THENCE NORTH 00° 27' 11" WEST FOR A DISTANCE OF 190.50 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 47.38 FEET; THENCE NORTH 87° 52' 25" EAST A DISTANCE OF 7.32 FEET TO THE POINT OF BEGINNING, CONTAINING 1,561 SQUARE FEET (0.036 ACRES), MORE OR LESS

LEGAL DESCRIPTION: PARCEL 901, USE AGREEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THE L-7 CANAL OF THE CRANE CREEK DRAINAGE DISTRICT AND BEING LOCATED WITHIN THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS BEING THE WEST 24.00 FEET OF THE EAST 49.50 FEET OF THE SOUTH 419.43 FEET OF THE NORTH 439.45 FEET OF SAID SECTION 36, CONTAINING 10,066 SQUARE FEET (0.231 ACRES), MORE OR LESS.

UNLESS OTHERWISE INDICATED, ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED.

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO.: 27362536_SK_1911026_WCKHAM-ELJS.dwg

REVISIONS

DATE

DESCRIPTION

SECTION 36

TOWNSHIP 27 SOUTH

RANGE 36 EAST

DATE: JULY 30, 2021

SHEET: 2 OF 5

LEGAL DESCRIPTION SURVEYOR'S NOTES, ABBREVIATIONS

EXHIBIT "C"

SHEET 3 OF 5

NOT VALID WITHOUT SHEET 1, 2, 4, & 5 OF 5

THIS IS NOT A SURVEY

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 9 IN OFFICIAL RECORDS BOOK 2223, PAGE 832 AS BEING SOUTH 87° 52' 25" EAST, AN ASSUMED BEARING.
3. ONLY RIGHTS OF WAY AND EASEMENTS SHOWN ON APPLICABLE RECORD PLATS ARE INDICATED HEREON. NO OWNERSHIP AND ENCUMBRANCE REPORT OR OTHER INFORMATION WAS FURNISHED TO THE SURVEYOR AND MAPPER.
4. REFERENCE MATERIAL:
 - a. FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR WICKHAM ROAD AT NASA BOULEVARD AND ELLIS ROAD, SECTION 70000, FIP NUMBER 404667 1 ON FILE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FIVE, SURVEYING AND MAPPING SECTION, DELAND, FLORIDA.
5. SECTIONAL BREAKDOWN AND ALIQUOT LINES ARE BASED SAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR WICKHAM ROAD AT NASA BOULEVARD AND ELLIS ROAD, SECTION 70000.

ABBREVIATIONS

BC	= BEGIN CURVE
B.O.B.	= BASIS OF BEARING
CHORD BRG	= CHORD BEARING
ID	= IDENTIFICATION
L	= LENGTH
N/F	= NOW OR FORMERLY
NTL	= NON TANGENT LINE
ORB	= OFFICIAL RECORD BOOK
R	= RADIUS
RGE	= RANGE
SQ.FT.	= SQUARE FEET
TWP	= TOWNSHIP

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO: 27362536_SK_1911026_WICKHAM-ELLIS.dwg

REVISIONS

DATE

DESCRIPTION

DATE: JULY 30, 2021

SHEET: 3 OF 5

SECTION 36
TOWNSHIP 27 SOUTH
RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL 118B

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

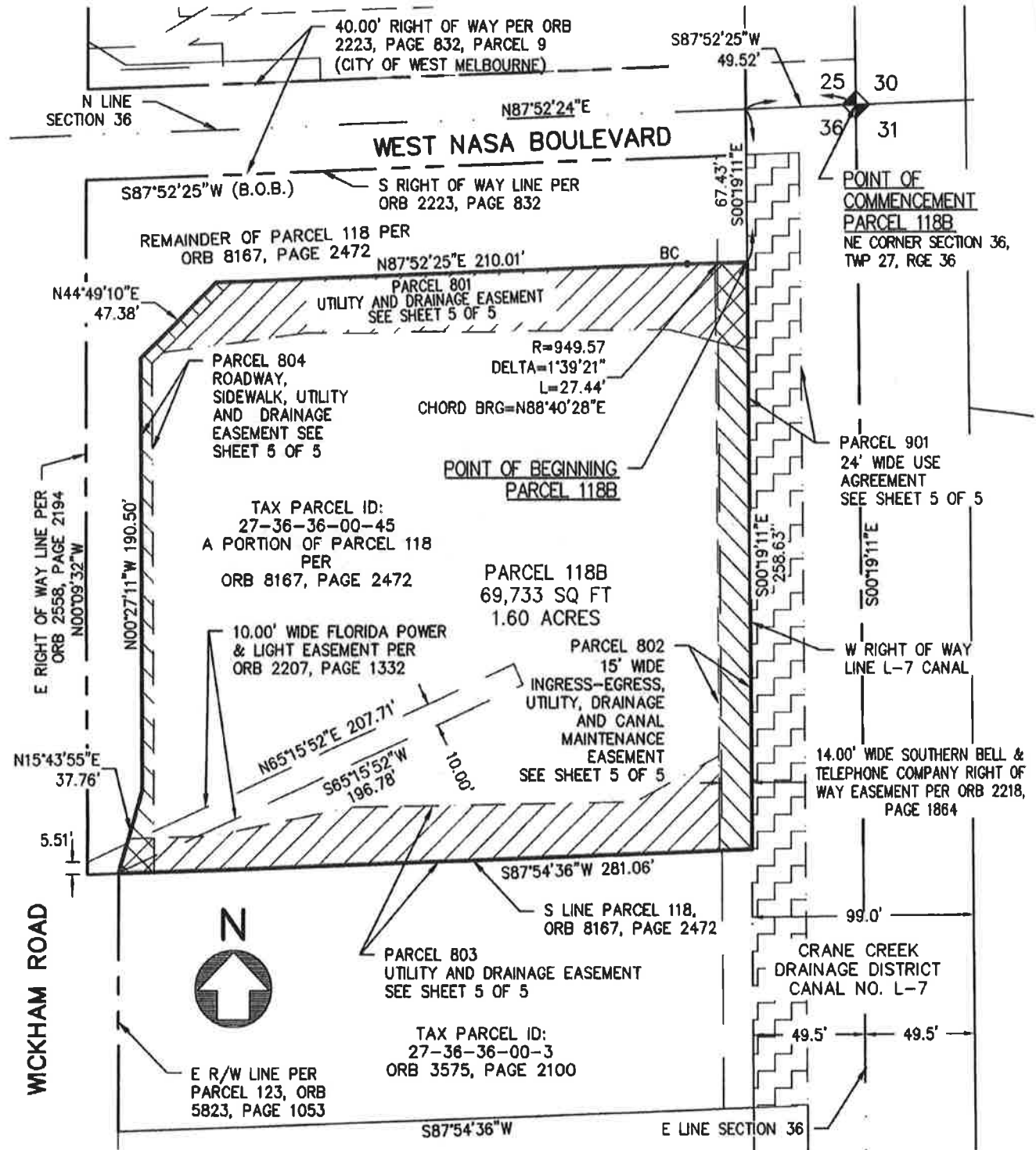
PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

EXHIBIT "C"

SHEET 4 OF 5

NOT VALID WITHOUT SHEET 1, 2, 3, & 5 OF 5

THIS IS NOT A SURVEY



PREPARED BY: BREVARD COUNTY PUBLIC WORKS
SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,
VIERA, FLORIDA 32940
PHONE: (321) 633-2080

SCALE: 1"=60'

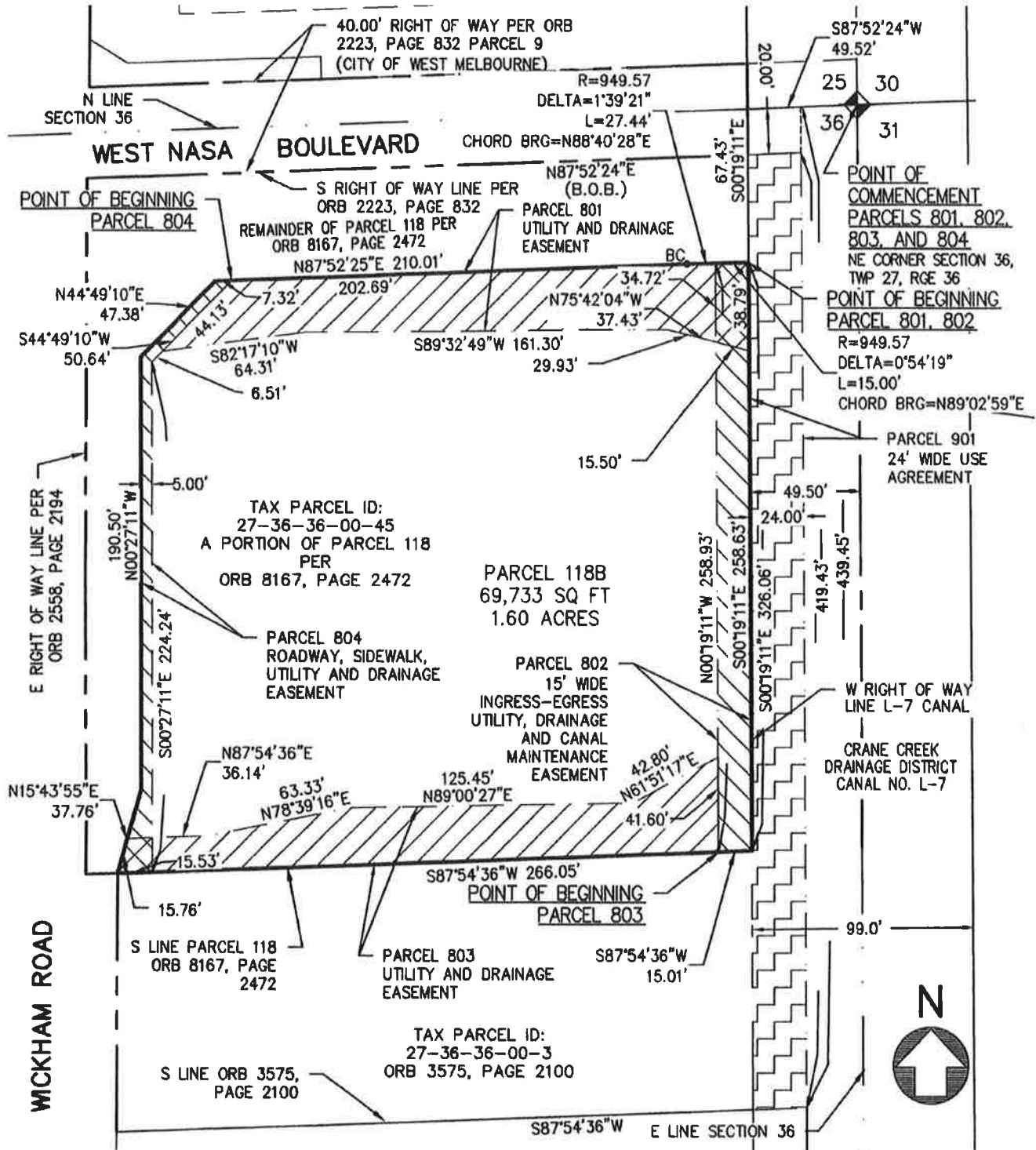
DRAWING NO.: 27362536_SK_1911026_WICKHAM-ELLIS.dwg

SECTION 36
TOWNSHIP 27 SOUTH
RANGE 36 EAST

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST
PARENT PARCEL ID NO.: 27-36-36-00-45
PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

SHEET 5 OF 5

NOT VALID WITHOUT SHEET 1, 2, 3, & 4 OF 5
THIS IS NOT A SURVEY



PREPARED BY: BREVARD COUNTY PUBLIC WORKS
SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,
VIERA, FLORIDA 32940
PHONE: (321) 633-2080

DRAWING NO.:
27362536_SK_1911026_WICKHAM-ELLIS.dwg

SECTION 36
TOWNSHIP 27 SOUTH
RANGE 36 EAST

BOARD OF COUNTY COMMISSIONERS

AGENDA REVIEW SHEET

AGENDA: Resolution, Amendment to Exchange Agreement and Right of Way Use Agreement Between NASA Investment Partners, LLC and Brevard County, Florida – District 5.

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lucy Hamelers, Land Acquisition Supervisor

CONTACT PHONE: 321-350-8353 Ext. 58353

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor		_____	<u>8.9.2021</u>
COUNTY ATTORNEY Alex Esseesse Assistant County Attorney		_____	<u>8/10/21</u>

RESOLUTION NO. 2021- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, (COUNTY) PURSUANT TO SECTION 125.37, FLORIDA STATUTES, AUTHORIZING THE AMENDMENT TO THE EXCHANGE OF COUNTY PROPERTY AND PROPERTY INTERESTS, FOR OTHER REAL PROPERTY AND PROPERTY INTERESTS OWNED BY NASA INVESTMENT PARTNERS, LLC (N.I.P.); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 23, 2019, the COUNTY entered into an exchange agreement with N.I.P. authorizing the exchange of certain real property subject to terms and conditions ("Exchange Agreement"), which is incorporated herein by this reference and attached hereto as Exhibit A; and

WHEREAS, on July 23, 2019, the COUNTY adopted Resolution 2019-117, which is incorporated herein by this reference and attached hereto as Exhibit B; and

WHEREAS, the COUNTY finds the exchange continues to be in the best interest of the public and that the COUNTY lands are unnecessary for public purposes; and

WHEREAS, the Parties agree that updates to the easements identified in Exhibit C of the Exchange Agreement are needed; and

WHEREAS, the Parties agree that updates to the easements identified in County Obligations – Section f.(1) of the Exchange Agreement are needed; and

WHEREAS, the COUNTY has determined that such an amendment is in the public interest and within its statutory responsibilities in order to effectuate the previously agreed upon Exchange Agreement, while ensuring certain property interests for access, ingress, egress, drainage, utilities, maintenance, roadway, sidewalk, and other purposes, are retained.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

The foregoing recitals are incorporated herein and adopted as part of this Resolution.

The COUNTY finds the Amended Exchange Agreement, attached hereto as Exhibit C, which updates the COUNTY easements identified in the Exchange Agreement, is necessary, will serve County purposes, and in the best interest of the COUNTY.

The Chair of the Board of County Commissioners is hereby authorized to sign any and all documents necessary to effectuate the property exchange between the COUNTY and N.I.P.

DONE, ORDERED, AND RESOLVED, by the Board of County Commissioners, this 24th day of August, 2021.

ATTEST:

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

By: _____
Rachel Sadoff, Clerk

By: _____
Rita Pritchett, Chair
As approved by the Board on 8-24-2021

EXHIBIT A

EXCHANGE AGREEMENT

This Exchange Agreement is made this ____ day of _____, 2019 by and between NASA Investment Partners, LLC, a Florida limited liability company, (hereafter referred to as "N.I.P.") and Brevard County, Florida, a political subdivision of the State of Florida (hereafter referred to as "County").

Whereas, N.I.P. has the 2.5-acre property described in Exhibit A under contract for purchase from the City of Melbourne, Florida, which is hereafter referred to as "the N.I.P. property"; and

Whereas, the County owns the 2.439-acre property described on Exhibit B, hereafter referred to as "County property" which is currently being used as a stormwater pond and right of way; and

Whereas, N.I.P. and the County desire, in accordance with the provisions set forth in Section 125.37, Florida Statutes, to effectuate an exchange of 1.6 acres more or less of the County property, as more particularly shown as Parcel 118B on Exhibit C, for the 2.5-acre N.I.P. property after that 2.5 acres is improved with a stormwater pond; and

Whereas, N.I.P. has agreed to reserve and dedicate perpetual easements to the County over portions of Parcel 118B (County property) for the purpose of drainage and right of way to ensure sufficient room for future expansion of NASA Blvd. and Wickham Rd; and

Whereas, the Parties have also agreed to N.I.P. reserving an easement for maintenance of the newly created stormwater pond on the future County pond parcel; and

Whereas, relocation, redesign and construction of a County stormwater pond to be located on the N.I.P. property, along with N.I.P.'s commitment to pay the cost for maintaining that stormwater pond will result in significant savings to the County as well as enhanced stormwater treatment capacity; and

Whereas, as part of the relocation and redesign, N.I.P. will, at no cost to the County, upgrade the drainage canal pipes and related structures located within a County maintained drainage canal located between W. NASA Blvd. and Old NASA Blvd., as highlighted shown on Exhibit D, attached hereto, at an estimated cost of \$150,000, as well as provide better access and stabilization for future County maintenance of that drainage canal easement by allowing access from both sides of the drainage canal; and

Whereas, the upgraded drainage pipes and structures under Old NASA Blvd. will mitigate the impacts of relocating the pond to the N.I.P. Parcel and has the potential to alleviate upstream

flooding that has historically occurred in areas north of the County property and N.I.P. property; and

Whereas, N.I.P. will assume all cost of maintenance of the new shared retention pond: at an estimated savings to the County set forth below, which includes the elimination of the need to replace existing underdrains on the current County-owned retention pond located on the site:

Annual maintenance savings:	\$14,000
30-year maintenance savings:	\$420,000 (Not adjusted for inflation or price increases.)
Replacement of under drains:	\$50,000 (estimated to occur every 10 years)
30-year underdrain savings:	\$150,000

Total 30-year savings on Maintenance: \$570,000; and

Whereas, the exchange will create private property at the corner of North Wickham Rd. and NASA Blvd. that will be subject to ad valorem taxation by the County that will result in the following estimated ad valorem tax revenues to the County:

Increase Ad Valorem Taxes on the corner parcel:

Current for both parcels:	\$0.00
Corner parcel:	\$38,000 annually
Over 30 years:	\$1,140,000; and

Whereas, the proposed use for the County property after the exchange will generate impact fees estimated at \$175,000; and

Whereas, proposed use on the County property, after the exchange, is estimated to provide new employment opportunities in the County as follows:

- General Manager
- Co-Manager
- 10 Full time associates
- 5 Part time associates
- Assistant Manager Relief
- 2 Assistant Manager-2

2 Assistant Manager-3

22 Total Employees; and

Whereas, the new construction of the proposed use on the County property, after the exchange is estimated at \$5,000,000; and

Whereas, the County is willing to exchange the N.I.P. property for the County property to upgrade and relocate the existing drainage system for the surrounding area currently served by the County property; and

Whereas, N.I.P. has agreed to construct the improvements required to install a new and upgraded capacity stormwater pond on the N.I.P. property prior to effectuating an exchange; and

Whereas, the Board of County Commissioners hereby finds that, upon completion of the stormwater pond on the N.I.P. property, the County will no longer need the County property for County purposes and desires to acquire the N.I.P. property, after the construction of an upgraded drainage system;

Now, therefore, in consideration of the promises, covenants and conditions set forth in this Agreement, as set forth below, N.I.P., and its successors and assigns, and the County (hereafter sometimes referred to as the "Parties") do agree as follows:

1. Recitals

The recitals set forth above are incorporated by reference in this Agreement and that the matters set forth in those recitals are true representations and findings agreed upon by both Parties.

2. Exchange, Consideration and Conditions

As consideration for this Agreement, N.I.P. agrees to perform the conditions set forth below and the County and N.I.P. agree to exchange the 1.6 acres, more or less, County parcel identified as Parcel 118B as shown and described on Composite Exhibit C for the N.I.P. property, and to exchange or reserve the easements shown on and described on Composite Exhibit C, subject to the satisfaction of the N.I.P. Obligations and County Obligations set forth in the subparagraphs, below.

N.I.P. Obligations

- a. NASA Investment Partners, LLC (N.I.P.) must acquire title to the N.I.P. property currently under contract for purchase within 45 days after the City of Melbourne

- approves a site plan for the construction of the stormwater pond to be located on the County property prior to the exchange.
- b. Within one hundred twenty days after the date this agreement is approved by the Board of County Commissioners, N.I.P. shall provide to the County signed and sealed engineering plans for the construction of an upgraded stormwater retention pond on the N.I.P. property for review and approval by County engineering staff.
- (1) The stormwater pond design in the submitted plans shall, at a minimum, provide for the collection, retention and treatment of stormwater runoff, to the extent reasonably required, to provide a functional drainage system.
- (2) The stormwater pond shall be designed to accommodate all of the existing stormwater runoff currently routed to the existing retention area, in accordance with the permits issued for the original pond construction, plus the volume required to accommodate and permit runoff from the new development on the 1.6 acre, more or less, parcel and from any runoff generated by additional lane widening abutting the boundaries of the 1.6 acre, more or less, property along Nasa Blvd. and Wickham Road. County shall have discretion in approval of the stormwater pond design plans, provided, nothing in this sentence shall be construed to eliminate or supersede the permitting requirements of city, state, or other agencies with permitting jurisdiction. Approval of stormwater pond design plans shall not be unreasonably withheld by County.
- c. Within one hundred twenty days after the date this Agreement is approved by the Board of County Commissioners of Brevard County, Florida, N.I.P. shall provide to the County signed and sealed engineering plans for the canal drainage improvements contemplated by Exhibit D for review and approval by County engineering staff.
- (1) The canal drainage improvements design in the submitted plans shall, at a minimum, be designed in a way to not adversely affect stages within the canal system and, to the extent required, to provide upgraded drainage pipes and structures to mitigate upstream flooding that has historically occurred in areas north of the County property and N.I.P. property.
- (2) County shall have discretion in approval of the canal drainage design plans, provided, nothing in this sentence shall be construed to eliminate or supersede the permitting requirements of city, state, or other agencies with permitting jurisdiction. Approval of canal drainage design plans shall not be unreasonably withheld by County.
- d. Upon approval by County engineering staff, and with the County cooperation specified in the County obligations below, N.I.P. shall prepare and submit permit applications for construction of the stormwater retention pond and canal drainage

- Improvements to all County and State agencies with jurisdiction to issue the permits required to construct the stormwater pond and canal drainage Improvements.
- e. Upon receipt of the necessary permits, N.I.P. shall be solely responsible for constructing the stormwater pond and canal drainage Improvements in accordance with the approved engineering plan and permits, at no expense to the County.
 - f. N.I.P. shall seek and obtain all inspections and approvals required from all agencies with jurisdiction to allow the use of the stormwater pond on what is currently the N.I.P. property. Upon connection to the new stormwater pond and receipt of those approvals, N.I.P. will disconnect the drainage system from the existing pond located on what is currently the County property.
 - g. N.I.P. shall provide the County an as-built survey of the newly constructed pond and drainage facilities.
 - h. N.I.P. shall seek and obtain all inspections and approvals required from all agencies with jurisdiction required for the canal drainage improvements.
 - i. N.I.P. shall bear all closing costs and costs for publishing the required statutory notice of exchange, as well as the preparation and recording of the documents necessary to complete the exchange by conveyance of the N.I.P. and the County properties.
 - j. At closing, N.I.P. shall transfer to the County the N.I.P. property described in Exhibit A in fee simple, subject to the reservation of a non-exclusive easement by N.I.P. for maintenance of the stormwater pond system over the 2.5 acres.

County Obligations

- a. The closing of the exchange of the N.I.P. property and the County property shall be conditioned upon satisfaction of the following conditions:
 - (1) Completion and connection of the new stormwater pond by N.I.P. on the 2.5-acre N.I.P. property and disconnection of the existing stormwater pond on the County property; and
 - (2) receipt of approval to place that new stormwater pond into operation from all agencies with jurisdiction; and
 - (3) completion of construction of the canal drainage improvements
 - (4) compliance in full by N.I.P. with this Agreement
 - (5)
- b. The County will provide the Sketch and Descriptions for the 1.6-acre parcel and easements shown on Composite Exhibit C.
- c. The County shall cooperate with N.I.P. and execute any necessary documents required by agencies for N.I.P. to acquire the permits, from any non-County agency, that are necessary to construct or utilize the new stormwater pond. The Board of

County Commissioners' approval of this Agreement shall constitute the authority for the Chair, County Manager or his designee to execute all documents required to obtain the applications and documents required by the agencies that will be issuing the necessary permits. The Board of County Commissioners approval of this Agreement shall also constitute authorization for N.I.P. to apply for any land use, zoning, site plan or other approval required to utilize the County property for commercial use but shall not guarantee approval of such application.

- d. The County shall review the proposed stormwater pond design engineering plans submitted to the County for approval within fifteen days after receiving the plans from N.I.P. If plan revisions are required by the County, the County shall review those revisions within fifteen days after receipt of the revised plans. Review times associated with any city, state, and federal agencies with jurisdiction are not guaranteed under this Agreement.
- e. The County may inspect the progress of the stormwater pond and canal drainage improvement construction at any time but shall provide and complete an inspection of the finished stormwater drainage system within five business days after final as-builts have been provided and notification from N.I.P. that the project has been completed.
- f. At closing of the exchange, the County will:
 - (1) convey by County deed to N.I.P. the property shown and described in Exhibit C, provided the County deed shall reserve, and/or N.I.P. shall dedicate, the following easements as shown and described on Exhibit C:
 - Parcel 801: an irregular shaped roadway and drainage easement over the northern boundary of Parcel 118B
 - Parcel 802: a fifteen-foot-wide ingress and egress easement for the purpose of maintaining the portion of the drainage ditch system adjacent to the easternmost property line of Parcel 118B,
 - Parcel 803: a fifteen-foot-wide drainage easement over the southern boundary of Parcel 118B
 - Parcel 804: an irregular shaped roadway and drainage easement over the western boundary of Parcel 118B
 - (2) approve and execute a 30-year Right of Way Use Agreement (ROWUA) with automatic 30-year extensions over the reserved easement and the area shown and described in the ROWUA, including the reserved easement area specified in subparagraph g.(1) above. The form and terms of ROWUA shall be substantially those set forth in Exhibit F, attached hereto, which terms shall allow access to and across the area described in the ROWUA to N.I.P., its successors, assigns, lessees and commercial or government vehicles providing service or delivery to

any business located on the 1.6-acre, more or less, site, including waste removal trucks and emergency vehicles. N.I.P. and the County agree that the County's use of the easement reserved under subparagraph g.(1) above will involve maintenance of the ditch using heavy equipment including track hoes. N.I.P. therefore agrees to design and construct its access over the portion of area described in the ROWUA abutting the property line of Parcel 118B, as that parcel property line is shown in Exhibit C to the exchange agreement between the parties with features and material of sufficient strength to support such heavy machinery.

3. Title Evidence and Insurance.

NIP shall provide marketable title to County. At least twenty days prior to Closing Date, a title insurance commitment for the N.I.P. property shall be issued by a Florida licensed title insurer with Brevard County, Florida as the insured, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an Owner's Policy of title insurance shall be obtained and delivered to the County. If N.I.P. has an Owner's Policy of title insurance covering the N.I.P. Property, a copy shall be furnished to the County and Closing Agent within fifteen days after obtaining that policy. N.I.P. shall designate the Closing Agent and pay for Owner's Policy and Charges including charges for closing services.

4. Title Examination

The County shall have ten days after receipt of Title Commitment to examine it and notify N.I.P. in writing specifying defect(s), if any, that render title unmarketable. If N.I.P. provides Title Commitment and it is delivered to the County less than twenty days prior to Closing Date, the County may extend Closing for up to ten days after date of receipt to examine same in accordance with this section. N.I.P. shall have thirty days ("Cure Period") after receipt of the County's notice to take reasonable diligent efforts to remove defects. If the County fails to so notify N.I.P., the County shall be deemed to have accepted title as it then is. If N.I.P. cures defects within Cure Period, N.I.P. will deliver written notice to the County (with proof of cure acceptable to the County and the County's attorney) and the Parties will close this exchange on the Closing Date (or if Closing Date has passed, within ten days after the County's receipt of N.I.P.'s notice). If N.I.P. is unable to cure defects within the Cure Period, then the County may, within five days after expiration of Cure Period, deliver written notice to N.I.P.:

- extending Cure Period for a specified period not to exceed 120 days within which N.I.P. shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or

- elect to accept title with existing defects and close this exchange on Closing Date (or if Closing Date has passed, within the earlier of ten days after end of Extended Cure Period or the County's receipt of N.I.P.'s notice), or
- elect to terminate this Agreement, thereby releasing the County and N.I.P. from all further obligations under this Agreement. If after reasonable diligent effort, N.I.P. is unable to timely cure defects, and the County does not waive the defects, this Agreement shall terminate, thereby releasing the County and N.I.P. from all further obligations under this Agreement.

5. Closing

The closing of the exchange shall take place within thirty days after the new stormwater pond on the 2.5-acre N.I.P. property has been connected and is operable in accordance with the final approval of the constructed stormwater system by the County and all other agencies with jurisdiction as well as completion of the canal drainage improvements contemplated in Exhibit D and according to the approved construction plans. Should N.I.P. fail to complete its obligations in full under this Agreement, the County may refuse to close and terminate this Agreement. N.I.P. assures the County that at the time of closing no mortgages or security will be placed upon Parcel 118B so as to take priority over the covenants and conditions agreed to in this Agreement.

6. Closing Documents and Costs

N.I.P. shall, at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the N.I.P. Property, a construction lien affidavit(s), owner's possession and no lien affidavit(s). N.I.P. shall furnish to the County and pay for a survey of Parcel 118B, as shown on Composite Exhibit C, as well as a description of the easements referenced in paragraph 2, above. Said survey shall be subject to review and approval by the County and County survey staff. N.I.P. shall be responsible for the preparation of all closing documents. N.I.P. shall also pay all closing and title insurance costs.

7. N.I.P. Representation as to Non-Foreign Status

N.I.P. hereby warrants and represents that it is a Florida limited liability company and not a "foreign person" as defined by FIRPTA, section 1445 of the Internal Revenue Code.

8. Maintenance and Lien in the Event of Default

N.I.P. or its assigns or successors in interest agree:

- a. to maintain the new stormwater pond constructed on the 2.5-acre N.I.P. property in perpetuity so long as the stormwater pond is used for stormwater collection purposes. Such maintenance shall be to County and State of Florida Department of Transportation

(F.D.O.T.) standards and shall include replacement of underdrains or reconstruction as necessary;

- b. to notify the County in writing thirty days prior to any non-routine replacements or reconstruction work and obtain any necessary permits or approvals as they may be required.
- c. that in the event N.I.P. or its successor defaults on its maintenance obligation, after delivering thirty days written notice of default and right to cure to N.I.P., the County may impose a lien for the reasonable cost to maintain the stormwater pond together with the reasonable administrative cost to the County for perfecting or recording such a lien. Subject to subparagraph d., below, the Parties agree that such a lien on the future N.I.P. property (Parcel 118B) is subject to foreclosure or other collection remedies available under Florida law.
- d. the stormwater pond maintenance obligation is being agreed to by N.I.P. as partial consideration for the exchange provided for in this Agreement.
- e. Delinquent amounts due and subject to lien for the cost to cure non-maintenance by N.I.P., or its successors and assigns, shall become due and payable at the office of the County Manager thirty days after the notice of default is mailed. If the amount is not paid or the lack of maintenance is not cured within thirty days, the lien may be recorded by the County and thereafter, the amount due to satisfy the lien shall bear interest at the rate of two percent above the prime interest rate per annum, as determined by the Wall Street Journal Prime Rate.
- f. Collection and foreclosure of a lien, including interest, penalties and a reasonable attorney's fee, may be made by the Board of County Commissioners by instituting proceedings in a court with jurisdiction to foreclose the lien as provided by law. At the County's discretion, the property subject to the lien may be redeemed at any time prior to sale by paying the total amount due, including interest, court costs, advertising costs and a reasonable attorney's fee or, at the County's discretion, allowing N.I.P. to perform the delinquent maintenance at its cost, plus payment of any court costs, advertising costs and a reasonable attorney's fee, if such fees have been incurred by and invoiced to the County.
- g. The lien right, maintenance obligation and collection rights provided for in this paragraph 8 shall survive closing.

9. Licensing

All contractors, subcontractors, consultants, sub-consultants, engineers, or other required professionals employed or contracted by N.I.P. to perform the requirements of this Agreement, including any and all future maintenance obligations pursuant to paragraph 8 of this

Agreement, shall be properly licensed as required by the State of Florida and the County. This provision shall survive closing.

10. Assignability

Upon construction of the improvements required under this Agreement and closing, this Agreement and N.I.P.'s obligations hereunder, may be assigned by N.I.P. to any affiliated entity or to any successor in interest to N.I.P. by reason of purchase or lease of the 1.6-acre (more or less) property being conveyed to N.I.P. by the County under this Exchange Agreement. Notice shall be provided by N.I.P. to the County within fifteen days of any such assignment. Such notice shall include contact information for the assignee. Following the closing on the exchange, all provisions surviving closing shall be binding upon on all such successors and assigns. This provision shall also survive closing.

11. Attorney's Fees

In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

12. Venue

Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

13. Insurance

N.I.P., or its successors and assigns, shall cause any contractor, sub-contractor, consultant or sub-consultant retained by N.I.P. to provide services necessary to fulfill the terms of this Agreement, including all maintenance activities required by this Agreement and paragraph 8, shall have in place the following insurance:

- **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars for Bodily Injury and Property Damage per occurrence.
- **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars combined single limits for Bodily Injury and Property Damage per accident.
- **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.
- **Insurance Certificates:** N.I.P. shall provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met under this Agreement and upon insurance renewal annually. Insurance carriers providing

coverage required herein must be licensed or authorized to conduct business in the State of Florida and must possess A.M. Best's Financial Strength Rating of A- Class VIII or better. Said Liability Policies shall provide that the County be an additional insured for the General Liability and Auto Liability Insurance. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

This provision shall survive closing.

14. Indemnification

- a. N.I.P., and its successors and assigns, shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of N.I.P., or anyone directly or indirectly employed by N.I.P., or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by in part by a party indemnified thereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by N.I.P. or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. The Parties acknowledge specific consideration has been exchanged for this provision. Nothing contained in this paragraph shall be construed as a waiver of the County's right to the protections of and/or caps on damages afforded by sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on County's potential liability under state or federal law. This indemnification shall survive the termination of this Agreement. This indemnification shall apply to maintenance activities included in paragraph 8. Nothing in this Agreement shall be interpreted to create any causes of action for any third parties not a party to this Agreement.
- b. N.I.P., and its successors and assigns, agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform work in connection with this Agreement, including any future maintenance activities required in paragraph 8:

"To the fullest extent permitted by law, the contractor shall indemnify and hold harmless Brevard County, Florida and its officers and employees from liabilities, damages, losses and costs including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the County's sovereign immunity."

This provision shall survive closing.

15. Independent Contractor

Nothing in this Agreement shall be interpreted or construed to constitute N.I.P., or any of its agents or employees, or any contractors, subcontractors, consultants, sub-consultants retained by N.I.P. to be the agent, employee or representative of the County.

16. Right to Audit Records

In performance of this Agreement, the N.I.P. shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by N.I.P. in conjunction with this Agreement, and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. N.I.P. shall retain all documents, books and records for a period of five years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. It will be N.I.P.'s duty to identify any information in records created by N.I.P. which it deems is exempt under Florida or federal law and identify the statute number which requires the information be held exempt. All records or documents created by or provided to N.I.P. by the County in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County. N.I.P. shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement and following termination of the Agreement if N.I.P. does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Agreement, N.I.P. may transfer, at no cost to the County, all public records in possession of N.I.P. If N.I.P. transfers all public records to the County upon termination of the Agreement, N.I.P. shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

17. Public Records

Pursuant to Section 119.0701, a request to inspect or copy public records relating to this Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify N.I.P. of the request and N.I.P. must provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. N.I.P. may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order-47, incorporated herein by this reference. A copy of Administrative Order-47 is available upon request from the County's public records custodian designated below.

If N.I.P. fails to provide the requested public records to the County within a reasonable time, N.I.P. may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. N.I.P.'s failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within N.I.P.'s possession and control, N.I.P. agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. N.I.P. shall hire and compensate attorney(s) to represent N.I.P. and County in defending such action. N.I.P. shall pay all costs to defend such action and any costs and attorneys fees awarded pursuant to Section 119.12.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE
PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF
PUBLIC RECORDS:**

ROBERT HENDRICKS 321-617-7202
robert.hendricks@brevardfl.gov
2725 Judge Fran Jamieson Way, Suite A-201
Viera, FL 32940

18. Further Assurances and Survival of Closing

The Parties agree that the provisions of this Agreement not directly related to the exchange of property by deed, including the construction, maintenance, ROWUA, plan preparation, permitting, cooperation and other similar obligations of the Parties, along with the further assurance agreement provided for in this paragraph, shall survive the closing of that exchange.

The Parties acknowledge that the construction of a new retention pond and continuing maintenance of that pond may require modifications to the easements and agreements that survive the closing. The Parties, therefore, provide a mutual assurance and agreement that neither party shall unreasonably withhold approval of any reasonably necessary modifications to the easements or provisions of this Agreement that survive closing where such modifications will allow or facilitate the performance of the Parties respective obligations under the surviving provisions of this Agreement. Nothing in this section shall be construed to supersede the requirements of paragraph 22 of this Agreement, applicable law, or the requirement that the Board of County Commissioners of Brevard County, Florida must approve any amendments to this Agreement.

19. Notice

Notice shall be provided to the Parties as follows:

- County: Public Works, c/o Public Works Director, 2725 Judge Fran Jamieson Way, Viera, FL 32940
- N.I.P.: to NASA Investment Partners LLC, the Manager identified in the corporate records of the Secretary of State, which is currently Dale A. Dettmer, 304 S Harbor City Blvd. Ste 201, Melbourne, FL 32901

20. Recording

N.I.P. shall be responsible for recording this Agreement in the official public records of Brevard County, Florida at the time of closing.

21. Covenants Running with the Land

This Agreement and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the Parties hereto. Each provision hereof (including the burden of perpetual maintenance of the stormwater pond to be built upon the lands described in Exhibit A) shall be deemed both a covenant and a condition and shall run with the lands described in Exhibit C upon closing:

LEGAL DESCRIPTION: PARCEL 118B, (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BEVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT

ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 258.63 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL NUMBER 118; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 281.06 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 37.76 FEET; THENCE NORTH 00° 27' 11" WEST FOR A DISTANCE OF 190.50 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 47.38 FEET; THENCE NORTH 87° 52' 25" EAST FOR A DISTANCE OF 210.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS NORTH 88° 40' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET TO THE POINT OF BEGINNING, CONTAINING 69,733 SQUARE FEET (1.60 ACRES), MORE OR LESS.

Subject only to taxes imposed by any governmental authority, each and every assessment of lien which the County has authority to impose, together with any collection costs, attorneys' fees, penalties or interest authorized to be established, reserved, or imposed hereby, or under this restrictive covenant shall relate back to this Agreement and shall be superior to any mortgage or other security placed on the property described in this section.

22. Entirety

This Agreement represents the understanding and agreement of the Parties in its entirety. There shall be no amendments to the Agreement unless such amendments are in writing and signed by both Parties.

23. Effective Date

This Agreement shall take effect upon date of execution by the last party to the Agreement.

In witness whereof, the Parties hereto have set their hands and seals the day and year first below written.

Attest:

Board of County Commissioners of
Brevard County, Florida



Scott Ellis, Clerk

BY: 

Kristine Isnardi, Chair
July 23, 2019


Date

Approved by the Board on: 7/23/19

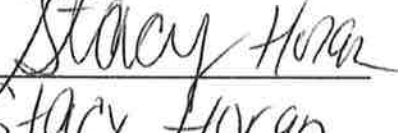
Approved as to legal form and content:

BY: _____
Assistant County Attorney

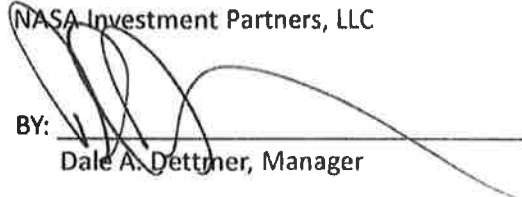
Witnesses:

BY: 

Debra L. Campos
Printed Name

BY: 

Stacy Horan
Printed Name

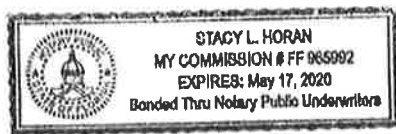
NASA Investment Partners, LLC
BY: 

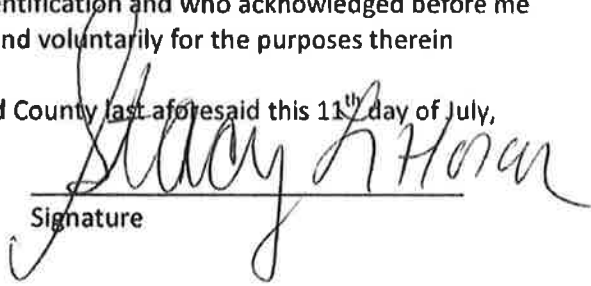
Dale A. Dettmer, Manager

STATE OF FLORIDA
COUNTY OF BREVARD

I hereby certify that before me, an officer duly authorized to take acknowledgments, personally appeared Dale A. Dettmer to me known to be the Manager of NASA Investment Partners, LLC, or provided _____ as identification and who acknowledged before me that they executed the within instrument freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal in the State and County last aforesaid this 11th day of July, 2019.





Signature

Notary Name (typed or printed)

MAP OF BOUNDARY SURVEY

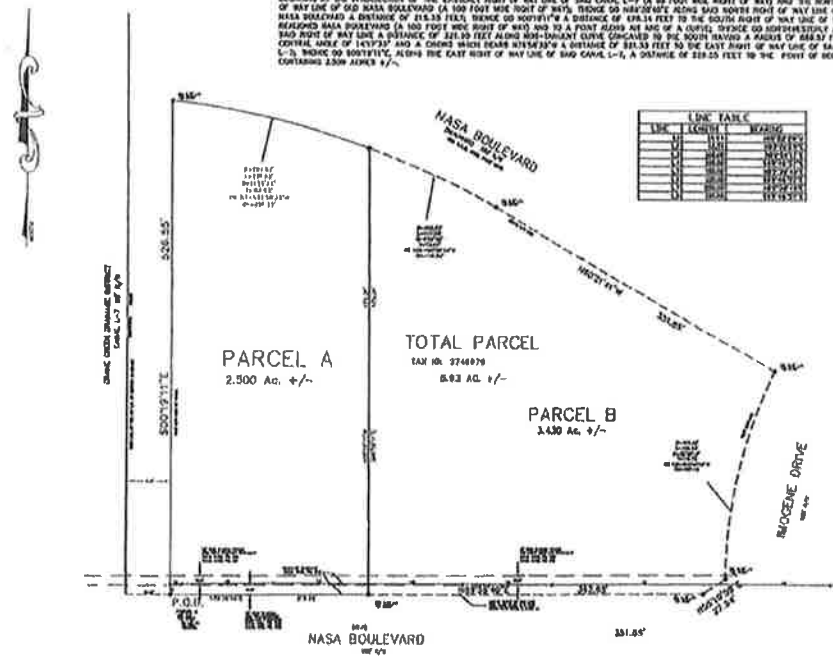
EXHIBIT "A"

SECTION 31, TOWNSHIP 27 SOUTH, RANGE 37 EAST

DESCRIPTION: PARCEL A (BY SURVEY)

A PARCEL OF LAND IN THE NORTHWEST ONE QUARTER OF SECTION 31, TOWNSHIP 27 SOUTH, RANGE 37 EAST, BROWARD COUNTY, FLORIDA, BOUNDED ON THE WEST BY CRANE CREEK DRAINAGE DISTRICT CANAL L-1, ON THE SOUTH BY OLD NASA BOULEVARD (AS SHOWN ON SITE OF WELLSBORO, NASA BOULEVARD RIGHT OF WAY MAP ROAD PLAT BOOK 1, PAGE 673, AND ON THE NORTH BY REMAINDER NASA BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK TABLE AT PAGE 6973 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDARY AT THE INTERSECTION OF THE EXISTING RIGHT OF WAY LINE OF SAID CANAL L-1 (A 100 FOOT WIDE RIGHT OF WAY) AND THE NORTH RIGHT OF WAY LINE OF OLD NASA BOULEVARD (A 100 FOOT WIDE RIGHT OF WAY), THENCE SO NORTHEAST ALONG SAID NORTH RIGHT OF WAY LINE OF OLD NASA BOULEVARD A DISTANCE OF 215.33 FEET, THENCE SO NORTHEAST A DISTANCE OF 674.14 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE REMAINDER NASA BOULEVARD (A 100 FOOT WIDE RIGHT OF WAY) AND TO A POINT ALONG SAID LINE OF A CURVE, THENCE SO NORTHEAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 321.30 FEET ALONG NON-TANGENT CURVE CALCULATED TO THE SOUTH HAVING A RADIUS OF 666.41 FEET, A CHORD BEING 147.97 FEET, AND A CHORD BEING BEARS N85°58'00" E A DISTANCE OF 321.33 FEET TO THE EAST RIGHT OF WAY LINE OF SAID CANAL L-1, THENCE SO SOUTHWEST, ALONG THE EAST RIGHT OF WAY LINE OF SAID CANAL L-1, A DISTANCE OF 215.33 FEET TO THE POINT OF BEGINNING, CONTAINING 2.500 ACRES +/-.



LEGEND

1	CRANE CREEK DRAINAGE DISTRICT CANAL L-1
2	OLD NASA BOULEVARD
3	REMAINDER NASA BOULEVARD
4	CRANE CREEK DRAINAGE DISTRICT CANAL L-1
5	CRANE CREEK DRAINAGE DISTRICT CANAL L-1
6	CRANE CREEK DRAINAGE DISTRICT CANAL L-1
7	CRANE CREEK DRAINAGE DISTRICT CANAL L-1
8	CRANE CREEK DRAINAGE DISTRICT CANAL L-1
9	CRANE CREEK DRAINAGE DISTRICT CANAL L-1
10	CRANE CREEK DRAINAGE DISTRICT CANAL L-1
11	CRANE CREEK DRAINAGE DISTRICT CANAL L-1
12	CRANE CREEK DRAINAGE DISTRICT CANAL L-1
13	CRANE CREEK DRAINAGE DISTRICT CANAL L-1
14	CRANE CREEK DRAINAGE DISTRICT CANAL L-1
15	CRANE CREEK DRAINAGE DISTRICT CANAL L-1
16	CRANE CREEK DRAINAGE DISTRICT CANAL L-1
17	CRANE CREEK DRAINAGE DISTRICT CANAL L-1
18	CRANE CREEK DRAINAGE DISTRICT CANAL L-1
19	CRANE CREEK DRAINAGE DISTRICT CANAL L-1
20	CRANE CREEK DRAINAGE DISTRICT CANAL L-1

WHEREAS IT IS UNLAWFUL FOR ANYONE TO PURSUE ANY OTHER COURSE OF ACTION THAN THAT SET FORTH IN THIS SURVEY MAP, THE FOLLOWING NOTES ARE HEREBY MADE:

1. THE SURVEY WAS MADE BY THE SURVEYOR AND THE RESULTS ARE SHOWN ON THIS SURVEY MAP.
2. THE SURVEY WAS MADE BY THE SURVEYOR AND THE RESULTS ARE SHOWN ON THIS SURVEY MAP.
3. THE SURVEY WAS MADE BY THE SURVEYOR AND THE RESULTS ARE SHOWN ON THIS SURVEY MAP.
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11. THE SURVEY WAS MADE BY THE SURVEYOR AND THE RESULTS ARE SHOWN ON THIS SURVEY MAP.
12. THE SURVEY WAS MADE BY THE SURVEYOR AND THE RESULTS ARE SHOWN ON THIS SURVEY MAP.
13. THE SURVEY WAS MADE BY THE SURVEYOR AND THE RESULTS ARE SHOWN ON THIS SURVEY MAP.
14. THE SURVEY WAS MADE BY THE SURVEYOR AND THE RESULTS ARE SHOWN ON THIS SURVEY MAP.
15. THE SURVEY WAS MADE BY THE SURVEYOR AND THE RESULTS ARE SHOWN ON THIS SURVEY MAP.
16. THE SURVEY WAS MADE BY THE SURVEYOR AND THE RESULTS ARE SHOWN ON THIS SURVEY MAP.
17. THE SURVEY WAS MADE BY THE SURVEYOR AND THE RESULTS ARE SHOWN ON THIS SURVEY MAP.
18. THE SURVEY WAS MADE BY THE SURVEYOR AND THE RESULTS ARE SHOWN ON THIS SURVEY MAP.
19. THE SURVEY WAS MADE BY THE SURVEYOR AND THE RESULTS ARE SHOWN ON THIS SURVEY MAP.
20. THE SURVEY WAS MADE BY THE SURVEYOR AND THE RESULTS ARE SHOWN ON THIS SURVEY MAP.

NOTES

1. BEARING BASIS FOR THIS SURVEY IS THE NORTH RIGHT OF WAY LINE OF OLD NASA BOULEVARD PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP P.L. NO. 440467-1, PAGE 6 OF 6, DATED 11-17-06 WHICH BEARS N85°58'00" E AND AS SHOWN HEREON.
2. THE PARCEL DESCRIBED HEREIN IS IN ZONE "A" AS PER THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP (FIRM) 0505 0, DATED 3-17-14.
3. THE LEGAL DESCRIPTION HEREIN IS AS FURNISHED BY FINNEY NATIONAL TITLE INSURANCE COMPANY AND HAS NOT BEEN ABSTRACTED BY THE UNDERSIGNED FOR EASEMENTS, RIGHTS OF WAY OR RESERVATIONS OF RECORD.
4. NASA RIGHT OF WAY IS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP P.L. NO. 440467-1, PAGE 4 & 5 OF 6, DATED 11-17-06, AND REFERRED TO HEREON AS "TODD MAP".
5. BELOW GROUND IMPROVEMENTS MAY NOT BE DETECTED ON THIS MAP OF SURVEY.
6. BEARINGS AND DISTANCES SHOWN HEREON REFLECT BOTH FOOT MAP AND MEASURED UNLESS OTHERWISE NOTED.



<p>HORIZON SURVEYORS OF CENTRAL FLORIDA, INC. 11000 W. BOULEVARD, SUITE 100 FORT WORTH, TEXAS 76116 PHONE: (817) 274-8033</p>	<p>DATE: 11-17-06 FILE NO.: 11-17-06 POLY DATE: 11-17-06</p>	<p>REVISIONS NO. DATE DESCRIPTION BY</p>	<p>PREPARED FOR THE EXCLUSIVE USE OF: INTERSTATE INDUSTRIAL COMPANY</p>	<p>I HEREBY CERTIFY THAT THE PROPERTY HEREON WAS SURVEYED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT THE MAP OF SURVEY IS ACCURATE AND CORRECT. I FURTHER CERTIFY THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS BY CHAPTER 461, FLORIDA STATUTES, AND IN ACCORDANCE WITH THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS BY CHAPTER 461, FLORIDA STATUTES, AND IN ACCORDANCE WITH THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS BY CHAPTER 461, FLORIDA STATUTES.</p>	<p>NOTE: THIS SURVEY IS NOT VALID UNLESS IT BEARS A SIGNATURE AND IS FILED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.</p>	<p>APPROVED FOR THE COUNTY CLERK BROWARD COUNTY, FLORIDA 8377.1.31.18</p>
---	--	--	---	--	--	---

EXHIBIT B

ALL OF THAT CERTAIN PARCEL OF LAND BEING DESCRIBED AS FOLLOWS:

"The North 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 38, Township 27 South, Range 36 East, Brevard County, Florida; lying East of Wickham Road; LESS AND EXCEPT the right-of-way for Ellis Road."

(The above described parcel of land being those lands described and recorded in Official Records Book 2558, Page 2194, Public Records of Brevard County, Florida.)

CONTAINING: 2.439 Acres, more or less.

LEGAL DESCRIPTION PARCELS 118B, 801, AND 802

EXHIBIT "C"
SHEET 1 OF 5

NOT VALID WITHOUT SHEET 2, 3, 4, & 5 OF 3
THIS IS NOT A SURVEY

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

LEGAL DESCRIPTION: PARCEL 118B, (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 258.63 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL NUMBER 118; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 281.06 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 37.76 FEET; THENCE NORTH 00° 27' 11" WEST FOR A DISTANCE OF 190.50 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 47.38 FEET; THENCE NORTH 87° 52' 25" EAST FOR A DISTANCE OF 210.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS NORTH 88° 40' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET TO THE POINT OF BEGINNING, CONTAINING 69,733 SQUARE FEET (1.60 ACRES), MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 801, ROADWAY AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 38.79 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN NORTH 75° 42' 04" WEST FOR A DISTANCE OF 37.43 FEET; THENCE SOUTH 89° 32' 49" WEST FOR A DISTANCE OF 224.00 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 32.28 FEET; THENCE NORTH 87° 52' 25" EAST FOR A DISTANCE OF 210.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS NORTH 88° 40' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET TO THE POINT OF BEGINNING, CONTAINING 6,631 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 802, INGRESS-EGRESS, DRAINAGE AND CANAL MAINTENANCE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 106.22 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 219.58 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.01 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00° 19' 11" WEST ALONG A LINE 15.00 FEET WEST OF AND PARALLEL TO SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 224.21 FEET; THENCE SOUTH 75° 42' 04" EAST FOR A DISTANCE OF 15.50 FEET TO THE POINT OF BEGINNING, CONTAINING 3,323 SQUARE FEET, MORE OR LESS.

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO.: 27362536_SK_1911026_WCKHAM-ELLIS.dwg

REVISIONS

DATE

DESCRIPTION

SECTION 36

TOWNSHIP 27 SOUTH

RANGE 36 EAST

DATE: JUNE 26, 2019

SHEET: 1 OF 5

LEGAL DESCRIPTION

PARCELS 803, 804 AND 901

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

EXHIBIT "C"

SHEET 2 OF 5

NOT VALID WITHOUT SHEET 1, 3, 4, & 5 OF 5

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 803, DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 326.06 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 281.06 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 15° 43' 55" EAST FOR A DISTANCE OF 15.76 FEET; THENCE NORTH 87° 54' 36" EAST ALONG A LINE 15.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE FOR A DISTANCE OF 276.70 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 4,183 SQUARE FEET, MORE OR LESS. UNLESS OTHERWISE INDICATED, ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED.

LEGAL DESCRIPTION: PARCEL 804, ROADWAY AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS SOUTH 88° 40' 28" WEST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET; THENCE SOUTH 87° 52' 25" WEST FOR A DISTANCE OF 210.01 FEET; THENCE SOUTH 44° 49' 10" WEST FOR A DISTANCE OF 32.28 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 44° 49' 10" WEST FOR A DISTANCE OF 15.10 FEET; THENCE SOUTH 00° 27' 11" EAST FOR A DISTANCE OF 190.50 FEET; THENCE SOUTH 15° 43' 55" WEST FOR A DISTANCE OF 37.76 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE NORTH 87° 54' 36" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.53 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00° 27' 11" WEST FOR A DISTANCE OF 224.24 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 18.06 FEET; THENCE SOUTH 89° 32' 49" WEST FOR A DISTANCE OF 7.10 FEET TO THE POINT OF BEGINNING, CONTAINING 1,399 SQUARE FEET, MORE OR LESS

LEGAL DESCRIPTION: PARCEL 901, USE AGREEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THE L-7 CANAL OF THE CRANE CREEK DRAINAGE DISTRICT AND BEING LOCATED WITHIN THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS BEING THE WEST 24.00 FEET OF THE EAST 49.50 FEET OF THE SOUTH 418.70 FEET OF THE NORTH 438.70 FEET OF SAID SECTION 36, CONTAINING 10,036 SQUARE FEET (0.23 ACRES), MORE OR LESS.

UNLESS OTHERWISE INDICATED, ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED.

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO: 27362536_SK_1911026_WCKHAM-ELUS.dwg

REVISIONS

DATE

DESCRIPTION

DATE: JUNE 26, 2019

SHEET: 2 OF 5

SECTION 36

TOWNSHIP 27 SOUTH

RANGE 36 EAST

LEGAL DESCRIPTION SURVEYOR'S NOTES, ABBREVIATIONS

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

EXHIBIT "C"

SHEET 3 OF 5

NOT VALID WITHOUT SHEET 1, 2, 4, & 5 OF 5

THIS IS NOT A SURVEY

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 9 IN OFFICIAL RECORDS BOOK 2223, PAGE 832 AS BEING SOUTH 87° 52' 25" EAST, AN ASSUMED BEARING.
3. ONLY RIGHTS OF WAY AND EASEMENTS SHOWN ON APPLICABLE RECORD PLATS ARE INDICATED HEREON. NO OWNERSHIP AND ENCUMBRANCE REPORT OR OTHER INFORMATION WAS FURNISHED TO THE SURVEYOR AND MAPPER.
4. REFERENCE MATERIAL:
 - a. FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR WICKHAM ROAD AT NASA BOULEVARD AND ELLIS ROAD, SECTION 70000, FIP NUMBER 404667 1 ON FILE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FIVE, SURVEYING AND MAPPING SECTION, DELAND, FLORIDA.
5. SECTIONAL BREAKDOWN AND ALIQUOT LINES ARE BASED SAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR WICKHAM ROAD AT NASA BOULEVARD AND ELLIS ROAD, SECTION 70000.

ABBREVIATIONS

BC = BEGIN CURVE
B.O.B. = BASIS OF BEARING
CB = CHORD BEARING
ID = IDENTIFICATION
L = LENGTH
N/F = NOW OR FORMERLY
NTL = NON TANGENT LINE
ORB = OFFICIAL RECORD BOOK
R = RADIUS
RGE = RANGE
SQ.FT. = SQUARE FEET
TWP = TOWNSHIP

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO.: 27362536_SK_1911026_WICKHAM-ELLIS.dwg

REVISIONS

DATE

DESCRIPTION

DATE: JUNE 26, 2019

SHEET: 3 OF 5

SECTION 36

TOWNSHIP 27 SOUTH

RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL 118B

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

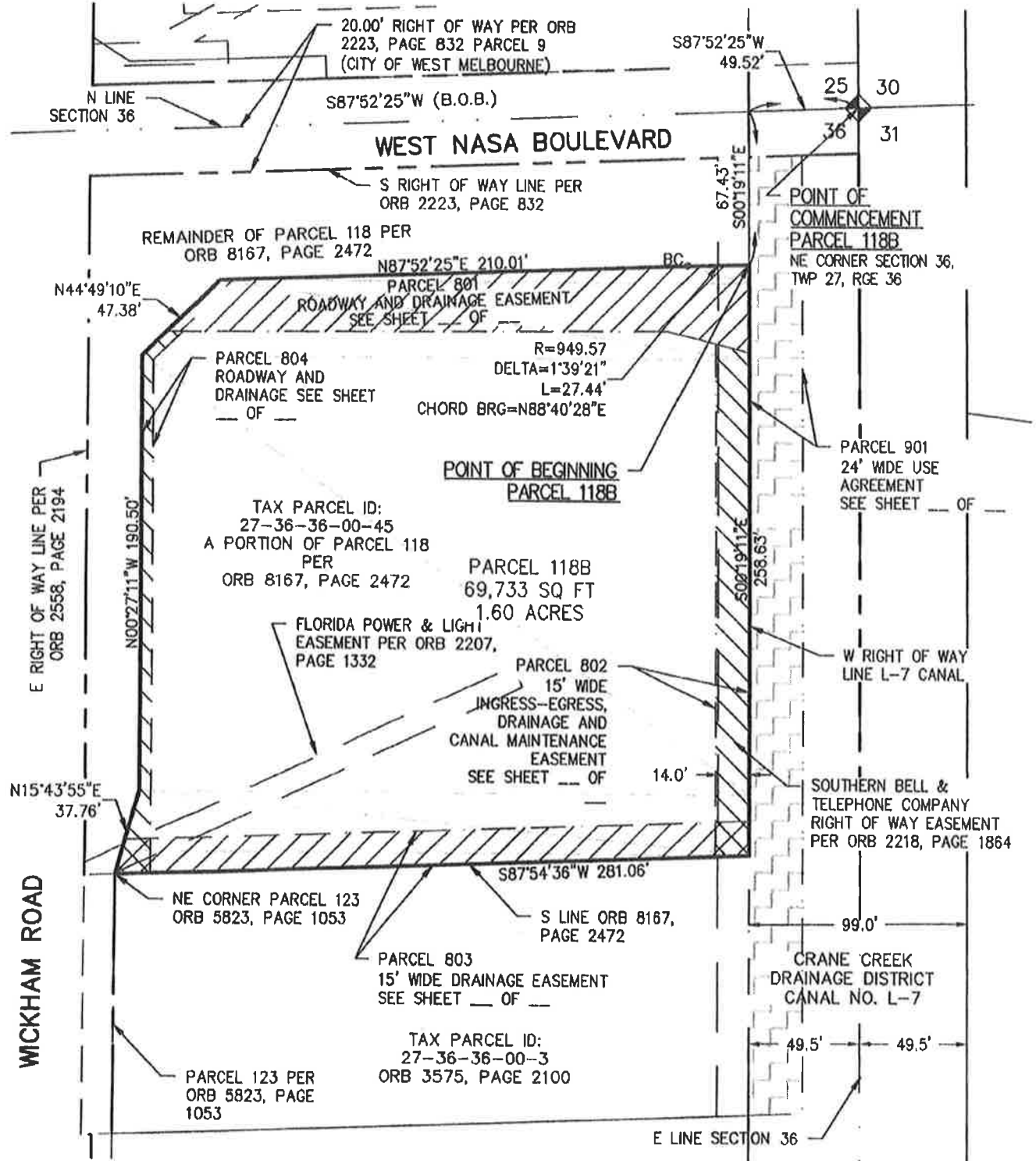


EXHIBIT "C"

SHEET 4 OF 5

NOT VALID WITHOUT SHEET 1, 2, 3, & 5 OF 5

THIS IS NOT A SURVEY



PREPARED BY: BREVARD COUNTY PUBLIC WORKS
SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,
VIERA, FLORIDA 32940

SCALE:

1"=60'

DRAWING NO.:

SECTION 36

TOWNSHIP 27 SOUTH
RANGE 36 EAST

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST
PARENT PARCEL ID NO.: 27-36-36-00-45
PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

THIS IS NOT A SURVEY



SECTION 36
TOWNSHIP 27 SOUTH
RANGE 36 EAST

EXHIBIT "D"

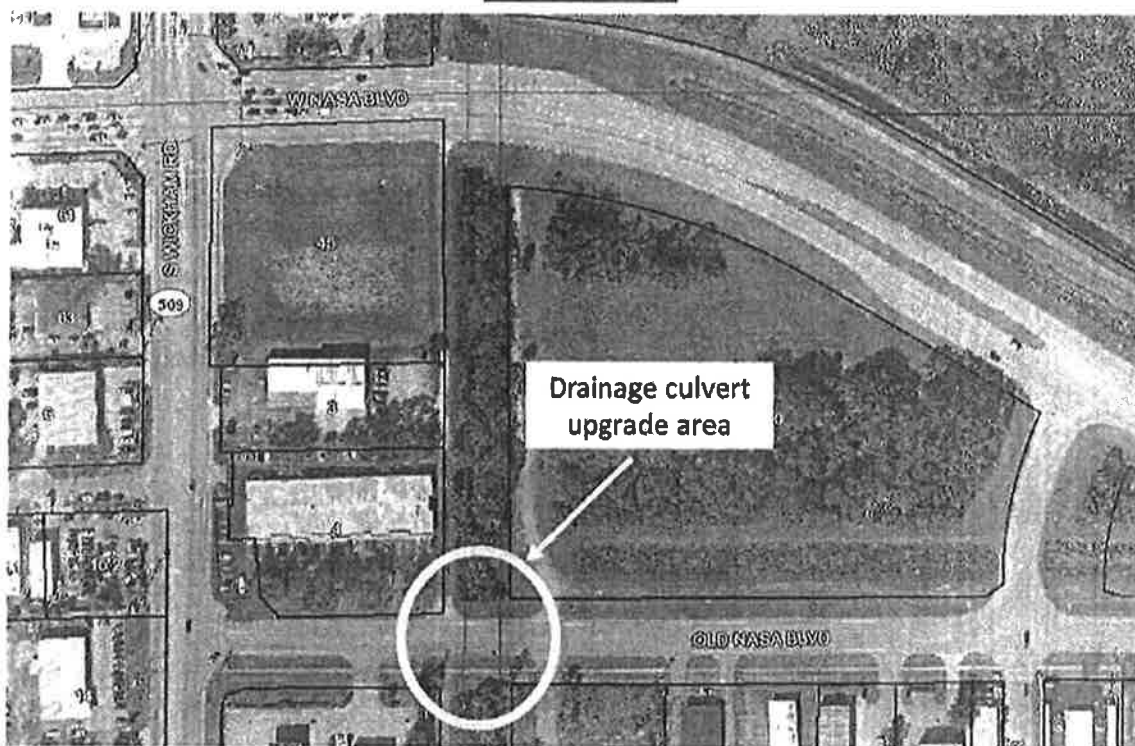


Exhibit E

PUBLIC NOTICE
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

Notice is hereby given that BREVARD COUNTY will consider entering into an agreement for the exchange of real property with NASA INVESTMENT PARTNERS, LLC at the regularly scheduled meeting at 9:00 a.m. on July 23, 2019. This notice is being published as required by Section 125.37, Florida Statutes. The County property being exchanged is described as follows:

LEGAL DESCRIPTION: PARCEL 118B, (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BEVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE PONT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 258.63 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL NUMBER 118; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 281.06 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 37.76 FEET; THENCE NORTH 00° 27' 11" WEST FOR A DISTANCE OF 190.50 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 47.38 FEET; THENCE NORTH 87° 52' 25" EAST FOR A DISTANCE OF 210.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS NORHT 88° 40' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET TO THE PONT OF BEGINNING, CONTAINING 69,733 SQUARE FEET (1.60 ACRES), MORE OR LESS.

The description of the property the County will receive is as follows:

LEGAL DESCRIPTION: PARCEL A (BY SURVEYOR)

A PARCEL OF LAND IN THE NORTHWEST ONE QUARTER OF SECTION 31, TOWNSHIP 27 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA, BOUNDED ON THE WEST BY CRANE CREEK DRAINAGE DISTRICT CANAL L-7, ON THE SOUTH BY OLD NASA BOULEBARD AS (SHOWN ON CITY OF MELBOURNE NASA BOULEVARD RIGHT OF WAY MAP ROAD PLAT BOOK 1, PAGE 61), AND ON THE NORTH BY REALIGNED NASA BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 5862 AT PAGE 6973 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SAID CANAL L-7 (A 99 FOOT WIDE RIGHT OF WAY) AND THE NORTH RIGHT OF WAY LINE OF OLD NASA BOULEVARD (A 100 FOOT WIDE RIGHT OF WAY); THENCE GO N89°38'40"E ALONG SAID NORTH

Exhibit E

RIGHT OF WAY LINE OF OLD NASA BOULEVARD A DISTANCE OF 215.35 FEET; THENCE GO N00°19'11"W A DISTANCE OF 475.34 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE REALIGNED NASA BOULEVARD (A 100 FOOT WIDE RIGHT OF WAY) AND TO A POINT ALONG AN ARC OF A CURVE; THENCE GO NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 221.90 FEET ALONG NON-TANGENT CURVE CONCAVED TO THE SOUTH HAVING A RADIUS OF 889.57 FEET, A CENTRAL ANGLE OF 14°17'33" AND A CHORD WHICH BEARS N76°58'33"W A DISTANCE OF 221.33 FEET TO THE EAST RIGHT OF WAY LINE OF SAID CANAL L-7; THENCE GO S00°19'11"E, ALONG THE EAST RIGHT OF WAY LINE OF SAID CANAL L-7, A DISTANCE OF 526.55 FEET TO THE POINT OF BEGINNING; CONTAINING 2.500 ACRES +/-.

The principal terms and conditions of the proposed exchange agreement are the following:

1. Prior to closing on Exchange, NASA Investment Partners must build a stormwater retention pond on the parcel being transferred and make improvements to an abutting county drainage canal.
2. NASA Investment Partners has agreed to provide for the maintenance of the stormwater pond in perpetuity.
3. The parties have reserved various drainage, maintenance and road easements over the properties being exchanged.

Specific terms and conditions of the agreement can be viewed at the County Attorney's office 2175 Judge Fran Jamieson Way, Bldg. C between the hours of 9:00 AM and 5:00PM, Monday through Friday prior to the County Commission meeting on July 23, 2019 when the County Commission will consider authorizing the Commission Chair to execute the agreement.

In accordance with the Americans with Disabilities Act and Section 286.26 of the Florida Statutes, persons needing special accommodations or an interpreter to participate in the proceedings, please notify Lucy Hamelers at 321-690-6847 in the Public Works Department, Land Acquisition Section, no later than 48 hours prior to the meeting.

EXHIBIT F

USE AGREEMENT

This agreement, made and entered into this ____ day of _____ 2019 by and between the Board of County Commissioners of Brevard, County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County", and NASA Investment Partners LLC, a Florida limited liability company having a principal address of 304 S HARBOR CITY BLVD STE 201, MELBOURNE, FL 32901, hereinafter referred to as the "LLC".

Recitals

Whereas the County owns the public right of way within Crane Creek Drainage District Canal L-7, shown on Exhibit C to the exchange agreement between the parties;

Whereas, the LLC desires north/south ingress and egress over said right of way; and,

Whereas, the County pursuant to the authority set forth in Section 125.01, Florida Statutes, may allow the use of public right of way for purposes which do not conflict with the interests of the public; and

Now therefore, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

The forgoing recitals are true and are incorporated herein by reference.

Section 1. Term

The initial term of this Agreement shall be thirty (30) years commencing with the date of the execution of this Agreement and shall thereafter be automatically renewed for additional thirty (30) year terms unless terminated by either party, in accordance with paragraph 13 Termination herein.

Section 2. Premises

The County hereby agrees to permit the LLC to utilize certain portions of the public right of way, hereinafter referred to as "Premises" for the purposes and under the conditions expressed herein and pursuant to Permit _____.

The right of way Premises are described as follows: a north to south ingress and egress access as shown on Exhibit C to the exchange agreement between the parties abutting the westernmost boundary of the Crane Creek Drainage District Canal L-7 for its entire length from the W. NASA on the north to Old NASA Rd. on the south.

Section 3. Purposes

The LLC shall use the Premises for ingress-egress and access from W. NASA Blvd. to Old NASA Rd. and those purposes only, and under the conditions

expressed herein. It is hereby mutually agreed and understood that the use of any improvements now or hereafter located on the Premises shall be for ingress -egress purposes only and not for human occupancy, nor shall such improvements create traffic hazards. LLC shall not install any improvements on, under, or over the access in a manner which causes damage to any other County owned improvements. It is specifically agreed and understood that the use herein set forth shall be the only use consented to by the County, and that failure to comply with this provision shall be considered a material breach of this Agreement, whereupon the County shall be entitled to immediately terminate this Agreement.

It is expressly stipulated that this Agreement and the accompanying permit is a license for permissive use only and that the placing of improvements and/or facilities upon public property pursuant to this Agreement and permit shall not operate to create or vest any property right in said holder.

Section 4. Improvements

The plans and specifications for all improvements on the Premises, if any, shall be in accordance with all County specifications and shall be submitted as an attachment to the County "Roadway and Easement Improvement Application Form" with appropriate fees, for approval by the County or its designated representative. It is hereby agreed and understood that any improvements placed on or constructed on the Premises and permanently attached thereto, shall remain the property of the LLC and that the LLC retains the right to remove such improvements within forty-five days of the date of termination of this Agreement, whether by breach or by expiration of its natural term. In the event such improvements are not removed within forty-five days of termination, the improvements shall become the property of the County.

Section 5. UTILITIES

The LLC shall pay all charges for electrical service and other utility services supplied to the LLC at the Premises.

Section 6. Construction, Repairs and Maintenance

During the term of this Agreement, LLC hereby agrees to construct and maintain improvements within the Premises, if any, in the manner described in this Agreement and as permitted by the County. Improvements shall be constructed and installed in such a manner so as to not cause damage to or interfere with any County improvements or facilities. Any such damage to County improvements or facilities shall be remedied immediately at no cost to the County.

The LLC shall, at its own expense, maintain all permitted LLC-installed improvements, if any, on the Premises and make all necessary repairs and replacements to LLC improvements, if any, on the Premises. Such maintenance, repairs and replacements shall be made promptly as and when necessary.

Section 7. Illegal, Unlawful or Improper Use

The LLC shall make no unlawful, improper, immoral or offensive use of the Premises, nor will the LLC use the Premises or allow use of the Premises for any purposes other than that hereinabove set forth. Failure of the LLC to comply with this provision shall be considered a material default under this Agreement. In the event any improvement is deemed traffic safety hazard by the County or Florida Department of Transportation, such use shall be deemed an improper use and the Agreement shall be subject to immediate termination.

Section 8. Indemnification and Insurance

Except where limited by law, the LLC agrees that it will indemnify and save harmless the County from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the LLC's use, occupation, management or control of the Premises, or any improvement placed thereon by the LLC, or any equipment or fixtures used by the LLC in connection with the Premises. The LLC agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the County in connection with any negligent, reckless, or intentional wrongful act or omission of the LLC and persons employed or utilized by the LLC as it relates to the Premises, and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in any such action or proceedings, except that the LLC will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the negligence, recklessness, or intentional wrongful misconduct of the County or any of its agents, servants, or employees. The parties acknowledge specific consideration has been exchanged for the provision. Nothing herein is intended to be or shall be construed as a waiver of the County's sovereign immunity beyond statutory provisions.

- a. The LLC further agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the County, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance insuring the LLC against any and all claims, demands, demands or causes of action whatsoever for injuries received and damages to property in connection with the use, occupation, management and control of the Premises and the improvements thereon. Such policies of insurance shall insure the LLC in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence.

The LLC and/or its contractors are further required to provide the following insurance: _____

- b. A certificate of such insurance policies shall be provided to the Public Works Department, 2725 Judge Fran Jamieson Way, Bldg. A-201, Viera, Florida, 32940, demonstrating that the aforementioned insurance requirements have been met within ten days of the date of execution of this Agreement and annually upon insurance renewal. The certificates of insurance shall indicate

that the aforementioned policies have been endorsed to name the County as an additional insured and that these policies may not be canceled or modified without thirty days prior written notice to the County.

- c. The LLC shall include in any contract for work upon or involving the Premises that the contractor shall indemnify and hold harmless County from liabilities, damages, losses and costs, including but not limited to attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the contract.
- d. The LLC shall notify the County immediately in writing of any potentially hazardous condition existing on or about the Premises.
- e. All personal property, equipment, fixtures, structures or improvements constructed or placed on or about the Premises shall be at the risk of the LLC and the County shall not be liable for any damage or loss to personal property, equipment, fixtures, structures, or improvements located thereon for any cause whatsoever. The LLC agrees and understands that the County does not and shall not carry liability, theft, or fire insurance on any of said improvements or facilities to cover the LLC's interests therein.
- f. At the time of execution of this Agreement, any existing improvements installed by the LLC, if any, on the Premises will be the responsibility of the LLC. In the event this existing landscaping improvements causes damage to County property, to include but not limited to, sidewalk/roadway/curb and gutter/drainage inlets, the LLC will be responsible for immediate repair to County property. If the LLC fails to repair the damage, the LLC will pay the County all costs incurred by the County to repair the damage.
- g. Nothing contained in this Agreement shall be construed as a waiver of County's right to the protections of and/or caps on damages afforded by sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the County's potential liability under state or federal law.

Section 9. Right of Entry

It is expressly stipulated that this Agreement is a license for permissive use only and that the construction within and/or upon public property pursuant to this Agreement shall not operate to create or vest any property right in said holder. This Agreement does not relieve LLC of local or other jurisdictional requirements. The County or its agents may enter in and on the Premises at any time for any purpose, including inspecting such property or performing other duties as are required by law or by the terms of this Agreement.

Section 10. Compliance with Statutes

The LLC shall promptly execute and comply with all statutes, ordinances, rules, regulations, and requirements of all local, state and federal governmental bodies applicable to the Premises, for the correction, prevention and abatement of

nuisances or other grievances in, upon, or connected with the Premises during the term of the Agreement.

Section 11. Assignability

The LLC shall not assign its responsibilities under this Agreement without the prior written consent of the County. In the event the LLC does assign this Agreement, the LLC and any such assigns shall be jointly and severally responsible for the LLC's responsibilities under this Agreement.

Section 12. Independent Contractor

The LLC shall perform the services under this Agreement as an Independent Contractor and nothing herein shall be construed to be inconsistent with this relationship or status. Nothing in the Agreement shall be interpreted or construed to constitute that the LLC or any of its agents or employees to be the agent, employee or representative of the County.

Section 13. Termination

This Agreement may be terminated with or without cause by either party upon forty-five days' written notice thereof to the other party; provided, however, that upon termination, the LLC shall, at the request of the County, remove all improvements made by LLC to the Premises, if any, or, in the alternative, reimburse the County for the cost of such removal.

Section 14. Right to Audit Records

In performance of this Agreement, the LLC shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the LLC in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The LLC shall retain all documents, books and records for a period of five years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the LLC by the County in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

Section 15. Notice

Notice under this Agreement shall be given to the:

Brevard County Public Works Department
Attn: Support Services Manager
2725 Judge Fran Jamieson Way, Bldg. A-201
Viera, Florida 32940

NASA INVESTMENT PARTNERS, LLC

304 S HARBOR CITY BLVD STE 201, MELBOURNE, FL 32901
Attn: Dale Dettmer

Section 16. Waiver

The waiver by the County of any of the LLC's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the LLC under this Agreement.

Section 17. Entirety

This Agreement represents the understanding between the parties in its entirety and no other agreements, either oral or written, exist between the County and the LLC. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto.

Section 18. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 19. Attorney's Fees and Venue

In the event of any legal action to enforce, interpret, or construe the terms of this Agreement, each party shall bear its own attorney's fees and costs. Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for **Brevard County, Florida, and any trial shall be non-jury.**

Section 20. Construction of Agreement

The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement.

DONE, ORDERED and ADOPTED in Regular Session this ____ day of _____ 20__.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Scott Ellis, Clerk

Kristine Isnardi, Chair
As approved by the Board

Reviewed for legal form and content:

Assistant County Attorney

NASA INVESTMENT PARTNERS LLC

(Witness)

BY: _____
(MANAGER)

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME personally appeared _____, known to me to be
the person who executed the foregoing Agreement, and they acknowledged before me
that they executed the same for the purposes described therein.

WITNESS my hand and official seal this ____ day of _____, 2019.

Notary Public, State of Florida

My Commission Expires _____

CERTIFICATE

I, the undersigned, _____, do HEREBY CERTIFY that he is the Manager of the LLC and fully vested with the authority to act in behalf of the NASA INVESTMENT PARTNERS, LLC in the execution of this agreement.

(Witness)

(Name/Title)
Manager, NASA Investment Partners, LLC

I HEREBY CERTIFY that on this day personally appeared before me _____, to me known to be the person who signed the foregoing Certificate as such officer, and acknowledged the execution thereof to be his free act and deed on behalf of LLC that he affixed thereto the official seal of LLC; and that as such officer, he is duly authorized to do so.

WITNESS my signature and official seal this ___day of _____ 20__.

Notary Public, State of _____
My Commission Expires _____

EXHIBIT B

RESOLUTION NO 2019 - 117

**A RESOLUTION PURSUANT TO SECTION 125.37, FLORIDA STATUTES
(2018) AUTHORIZING THE EXCHANGE OF COUNTY PROPERTY FOR
OTHER REAL PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Whereas, Nasa Investment Partners, LLC (N.I.P.) has the 2.5-acre property described in Exhibit A under contract for purchase from the City of Melbourne, Florida, which is hereafter referred to as "the N.I.P. property"; and

Whereas, the County owns the 2.439-acre property described on Exhibit B, hereafter referred to as "County property" which is currently being used as a stormwater pond and right of way; and

Whereas, N.I.P. and the County desire, in accordance with the provisions set forth in Section 125.37, Florida Statutes, to effectuate an exchange of 1.6 acres more or less of the County property, as more particularly shown as Parcel 118B on Exhibit C, for the 2.5-acre N.I.P. property after that 2.5 acres is improved with a stormwater pond; and

Whereas, N.I.P. has agreed to reserve and dedicate perpetual easements to the County over portions of Parcel 118B (County property) for the purpose of drainage and right of way to ensure sufficient room for future expansion of NASA Blvd. and Wickham Rd; and

Whereas, the Parties have also agreed to N.I.P. reserving an easement for maintenance of the newly created stormwater pond

Whereas, relocation, redesign and construction of a County stormwater pond to be located on the N.I.P. property, along with N.I.P.'s commitment to pay the cost for maintaining that stormwater pond will result in significant savings to the County as well as enhanced stormwater treatment capacity; and

Whereas, as part of the relocation and redesign, N.I.P. will, at no cost to the County, upgrade the drainage canal pipes and related structures located within a County maintained drainage canal located between W. NASA Blvd. and Old NASA Blvd., at an estimated cost of \$150,000, as well as provide better access and stabilization for future County maintenance of that drainage canal easement by allowing access from both sides of the drainage canal; and

Whereas, the upgraded drainage pipes and structures under Old NASA Blvd. will mitigate the impacts of relocating the pond to the N.I.P. Parcel and has the potential to alleviate upstream flooding that has historically occurred in areas north of the County property and N.I.P. property; and

Whereas, N.I.P. will assume all cost of maintenance of the new shared retention pond in perpetuity, at an estimated savings of \$570,000 over 30 years to the County, which includes the elimination of the need to replace existing underdrains on the current County-owned retention pond located on the site; and

Whereas, the exchange will create private property at the corner of North Wickham Rd. and NASA Blvd. that will be subject to ad valorem taxation by the County that will result in the following estimated ad valorem tax revenues to the County:

Increase Ad Valorem Taxes on the corner parcel:

Current for both parcels: \$0.00

Corner parcel: \$38,000 annually

Over 30 years: \$1,140,000; and

Whereas, the proposed use for the County property after the exchange will generate impact fees estimated at \$175,000; and

Whereas, proposed use on the County property, after the exchange, is estimated to provide

twenty-two (22) new employment opportunities in the County; and

Whereas, the new construction of the proposed use on the County property, after the exchange is estimated at \$5,000,000; and

Whereas, the County is willing to exchange the N.I.P. property for the County property to upgrade and relocate the existing drainage system for the surrounding area currently served by the County property; and

Whereas, N.I.P. has agreed to construct the improvements required to install a new and upgraded capacity stormwater pond on the N.I.P. property prior to effectuating an exchange; and

Whereas, the Board of County Commissioners hereby finds that, upon completion of the stormwater pond on the N.I.P. property, the County will no longer need the County property for County purposes and desires to acquire the N.I.P. property, after the construction of an upgraded drainage system; and

Whereas, notice of this exchange was properly advertised as required by Section 125.37, Florida Statutes; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

The foregoing recitals are incorporated herein and adopted as part of this resolution.

The parcel to be acquired is described as follows:

See Attached Exhibit "A"

The parcel to be exchanged is described as follows:

See Attached Exhibit "C" which shall be subject to the reservation of easements to the County described in the exchange agreement and noted on Exhibit C.

This resolution shall take effect immediately and the County Attorney is directed to prepare the necessary instruments. However, the exchange of real property and any interests therein shall not occur prior to the satisfaction by N.I.P. of all conditions and closing described above and pursuant to the Exchange Agreement executed between the parties on July 23, 2019.

DONE, ORDERED AND ADOPTED, in Regular Session, this 23 day of July, 2019,
2019, A.D.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

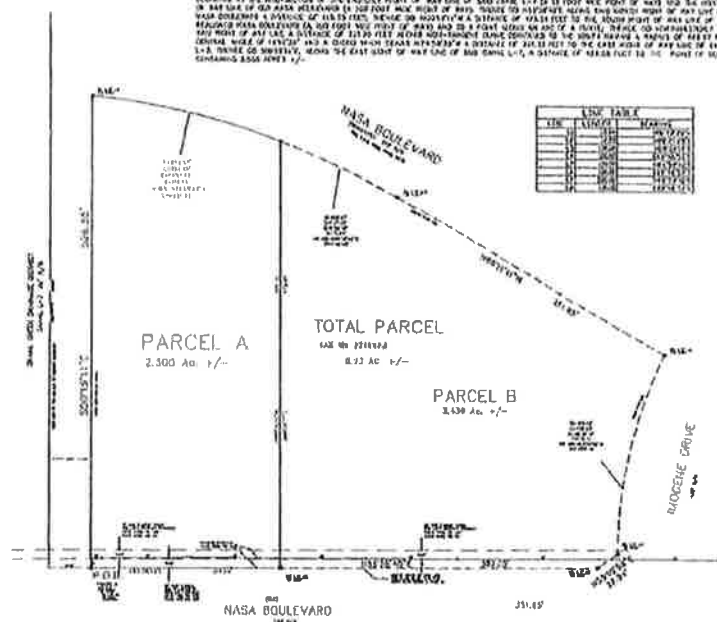


By: Bryan A. Lober
BRYAN A. LOBER VICE CHAIR
As approved by the Board on 7/23/19

SECTION 31, TOWNSHIP 27 SOUTH, RANGE 37 EAST

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	1. 1997-1998 2. 1999-2000 3. 2001-2002 4. 2003-2004 5. 2005-2006 6. 2007-2008 7. 2009-2010 8. 2011-2012 9. 2013-2014 10. 2015-2016 11. 2017-2018 12. 2019-2020 13. 2021-2022 14. 2023-2024 15. 2025-2026 16. 2027-2028 17. 2029-2030 18. 2031-2032 19. 2033-2034 20. 2035-2036 21. 2037-2038 22. 2039-2040 23. 2041-2042 24. 2043-2044 25. 2045-2046 26. 2047-2048 27. 2049-2050 28. 2051-2052 29. 2053-2054 30. 2055-2056 31. 2057-2058 32. 2059-2060 33. 2061-2062 34. 2063-2064 35. 2065-2066 36. 2067-2068 37. 2069-2070 38. 2071-2072 39. 2073-2074 40. 2075-2076 41. 2077-2078 42. 2079-2080 43. 2081-2082 44. 2083-2084 45. 2085-2086 46. 2087-2088 47. 2089-2090 48. 2091-2092 49. 2093-2094 50. 2095-2096 51. 2097-2098 52. 2099-2100 53. 2101-2102 54. 2103-2104 55. 2105-2106 56. 2107-2108 57. 2109-2110 58. 2111-2112 59. 2113-2114 60. 2115-2116 61. 2117-2118 62. 2119-2120 63. 2121-2122 64. 2123-2124 65. 2125-2126 66. 2127-2128 67. 2129-2130 68. 2131-2132 69. 2133-2134 70. 2135-2136 71. 2137-2138 72. 2139-2140 73. 2141-2142 74. 2143-2144 75. 2145-2146 76. 2147-2148 77. 2149-2150 78. 2151-2152 79. 2153-2154 80. 2155-2156 81. 2157-2158 82. 2159-2160 83. 2161-2162 84. 2163-2164 85. 2165-2166 86. 2167-2168 87. 2169-2170 88. 2171-2172 89. 2173-2174 90. 2175-2176 91. 2177-2178 92. 2179-2180 93. 2181-2182 94. 2183-2184 95. 2185-2186 96. 2187-2188 97. 2189-2190 98. 2191-2192 99. 2193-2194 100. 2195-2196 101. 2197-2198 102. 2199-2200 103. 2201-2202 104. 2203-2204 105. 2205-2206 106. 2207-2208 107. 2209-2210 108. 2211-2212 109. 2213-2214 110. 2215-2216 111. 2217-2218 112. 2219-2220 113. 2221-2222 114. 2223-2224 115. 2225-2226 116. 2227-2228 117. 2229-2230 118. 2231-2232 119. 2233-2234 120. 2235-2236 121. 2237-2238 122. 2239-2240 123. 2241-2242 124. 2243-2244 125. 2245-2246 126. 2247-2248 127. 2249-2250 128. 2251-2252 129. 2253-2254 130. 2255-2256 131. 2257-2258 132. 2259-2260 133. 2261-2262 134. 2263-2264 135. 2265-2266 136. 2267-2268 137. 2269-2270 138. 2271-2272 139. 2273-2274 140. 2275-2276 141. 2277-2278 142. 2279-2280 143. 2281-2282 144. 2283-2284 145. 2285-2286 146. 2287-2288 147. 2289-2290 148. 2291-2292 149. 2293-2294 150. 2295-2296 151. 2297-2298 152. 2299-2300 153. 2301-2302 154. 2303-2304 155. 2305-2306 156. 2307-2308 157. 2309-2310 158. 2311-2312 159. 2313-2314 160. 2315-2316 161. 2317-2318 162. 2319-2320 163. 2321-2322 164. 2323-2324 165. 2325-2326 166. 2327-2328 167. 2329-2330 168. 2331-2332 169. 2333-2334 170. 2335-2336 171. 2337-2338 172. 2339-2340 173. 2341-2342 174. 2343-2344 175. 2345-2346 176. 2347-2348 177. 2349-2350 178. 2351-2352 179. 2353-2354 180. 2355-2356 181. 2357-2358 182. 2359-2360 183. 2361-2362 184. 2363-2364 185. 2365-2366 186. 2367-2368 187. 2369-2370 188. 2371-2372 189. 2373-2374 190. 2375-2376 191. 2377-2378 192. 2379-2380 193. 2381-2382 194. 2383-2384 195. 2385-2386 196. 2387-2388 197. 2389-2390 198. 2391-2392 199. 2393-2394 200. 2395-2396 201. 2397-2398 202. 2399-2400 203. 2401-2402 204. 2403-2404 205. 2405-2406 206. 2407-2408 207. 2409-2410 208. 2411-2412 209. 2413-2414 210. 2415-2416 211. 2417-2418 212. 2419-2420 213. 2421-2422 214. 2423-2424 215. 2425-2426 216. 2427-2428 217. 2429-2430 218. 2431-2432 219. 2433-2434 220. 2435-2436 221.
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EXHIBIT B

ALL OF THAT CERTAIN PARCEL OF LAND BEING DESCRIBED AS FOLLOWS:

"The North 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 27 South, Range 36 East, Brevard County, Florida; lying East of Wickham Road; LESS AND EXCEPT the right-of-way for Ellis Road."

(The above described parcel of land being those lands described and recorded in Official Records Book 2558, Page 2194, Public Records of Brevard County, Florida.)

CONTAINING: 2.439 Acres, more or less.

LEGAL DESCRIPTION PARCELS 118B, 801, AND 802

EXHIBIT "C"
SHEET 1 OF 5

NOT VALID WITHOUT SHEET 2, 3, 4, & 5 OF 3
THIS IS NOT A SURVEY

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

LEGAL DESCRIPTION: PARCEL 118B, (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 258.63 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL NUMBER 118; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 281.06 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 37.76 FEET; THENCE NORTH 00° 27' 11" WEST FOR A DISTANCE OF 190.50 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 47.38 FEET; THENCE NORTH 87° 52' 25" EAST FOR A DISTANCE OF 210.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS NORTH 88° 40' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET TO THE POINT OF BEGINNING, CONTAINING 69,733 SQUARE FEET (1.60 ACRES), MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 801, ROADWAY AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 38.79 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN NORTH 75° 42' 04" WEST FOR A DISTANCE OF 37.43 FEET; THENCE SOUTH 89° 32' 49" WEST FOR A DISTANCE OF 224.00 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 32.28 FEET; THENCE NORTH 87° 52' 25" EAST FOR A DISTANCE OF 210.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS NORTH 88° 40' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET TO THE POINT OF BEGINNING, CONTAINING 6,631 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 802, INGRESS-EGRESS, DRAINAGE AND CANAL MAINTENANCE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 106.22 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 219.58 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.01 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00° 19' 11" WEST ALONG A LINE 15.00 FEET WEST OF AND PARALLEL TO SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 224.21 FEET; THENCE SOUTH 75° 42' 04" EAST FOR A DISTANCE OF 15.50 FEET TO THE POINT OF BEGINNING, CONTAINING 3,323 SQUARE FEET, MORE OR LESS.

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO: 27362536_SK_1911026_WCKHAM-ELUS.dwg

REVISIONS

DATE

DESCRIPTION

DATE: JUNE 26, 2019

SHEET: 1 OF 5

SECTION 36

TOWNSHIP 27 SOUTH

RANGE 36 EAST

LEGAL DESCRIPTION

PARCELS 803, 804 AND 901

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

EXHIBIT "C"

SHEET 2 OF 5

NOT VALID WITHOUT SHEET 1, 3, 4, & 5 OF 5

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 803, DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 326.06 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 281.06 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 15° 43' 55" EAST FOR A DISTANCE OF 15.76 FEET; THENCE NORTH 87° 54' 36" EAST ALONG A LINE 15.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE FOR A DISTANCE OF 276.70 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 4,183 SQUARE FEET, MORE OR LESS. UNLESS OTHERWISE INDICATED, ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED.

LEGAL DESCRIPTION: PARCEL 804, ROADWAY AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS SOUTH 88° 40' 28" WEST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET; THENCE SOUTH 87° 52' 25" WEST FOR A DISTANCE OF 210.01 FEET; THENCE SOUTH 44° 49' 10" WEST FOR A DISTANCE OF 32.28 FEET TO THE TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 44° 49' 10" WEST FOR A DISTANCE OF 15.10 FEET; THENCE SOUTH 00° 27' 11" EAST FOR A DISTANCE OF 190.50 FEET; THENCE SOUTH 15° 43' 55" WEST FOR A DISTANCE OF 37.76 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE NORTH 87° 54' 36" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.53 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00° 27' 11" WEST FOR A DISTANCE OF 224.24 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 18.06 FEET; THENCE SOUTH 89° 32' 49" WEST FOR A DISTANCE OF 7.10 FEET TO THE POINT OF BEGINNING, CONTAINING 1,399 SQUARE FEET, MORE OR LESS

LEGAL DESCRIPTION: PARCEL 901, USE AGREEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THE L-7 CANAL OF THE CRANE CREEK DRAINAGE DISTRICT AND BEING LOCATED WITHIN THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS BEING THE WEST 24.00 FEET OF THE EAST 49.50 FEET OF THE SOUTH 418.70 FEET OF THE NORTH 438.70 FEET OF SAID SECTION 36, CONTAINING 10,036 SQUARE FEET (0.23 ACRES), MORE OR LESS.

UNLESS OTHERWISE INDICATED, ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED.

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO.: 27362536_SK_1911026_WICKHAM-ELLIS.dwg

REVISIONS

DATE

DESCRIPTION

DATE: JUNE 28, 2019

SHEET: 2 OF 5

SECTION 36
TOWNSHIP 27 SOUTH
RANGE 36 EAST

LEGAL DESCRIPTION SURVEYOR'S NOTES, ABBREVIATIONS

EXHIBIT "C"
SHEET 3 OF 5

NOT VALID WITHOUT SHEET 1, 2, 4, & 5 OF 5
THIS IS NOT A SURVEY

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 9 IN OFFICIAL RECORDS BOOK 2223, PAGE 832 AS BEING SOUTH 87° 52' 25" EAST, AN ASSUMED BEARING.
3. ONLY RIGHTS OF WAY AND EASEMENTS SHOWN ON APPLICABLE RECORD PLATS ARE INDICATED HEREON. NO OWNERSHIP AND ENCUMBRANCE REPORT OR OTHER INFORMATION WAS FURNISHED TO THE SURVEYOR AND MAPPER.
4. REFERENCE MATERIAL:
 - a. FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR WICKHAM ROAD AT NASA BOULEVARD AND ELLIS ROAD, SECTION 70000, FIP NUMBER 404667 1 ON FILE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FIVE, SURVEYING AND MAPPING SECTION, DELAND, FLORIDA.
5. SECTIONAL BREAKDOWN AND ALIQUOT LINES ARE BASED SAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR WICKHAM ROAD AT NASA BOULEVARD AND ELLIS ROAD, SECTION 70000.

ABBREVIATIONS

BC = BEGIN CURVE
B.O.B. = BASIS OF BEARING
CB = CHORD BEARING
ID = IDENTIFICATION
L = LENGTH
N/F = NOW OR FORMERLY
NTL = NON TANGENT LINE
ORB = OFFICIAL RECORD BOOK
R = RADIUS
RGE = RANGE
SQ.FT. = SQUARE FEET
TWP = TOWNSHIP

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO.: 27362536_SK_1911026_WICKHAM-ELLIS.dwg

SECTION 36

TOWNSHIP 27 SOUTH

RANGE 36 EAST

REVISIONS

DATE

DESCRIPTION

DATE: JUNE 26, 2019

SHEET: 3 OF 5

SKETCH OF DESCRIPTION

PARCEL 118B

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

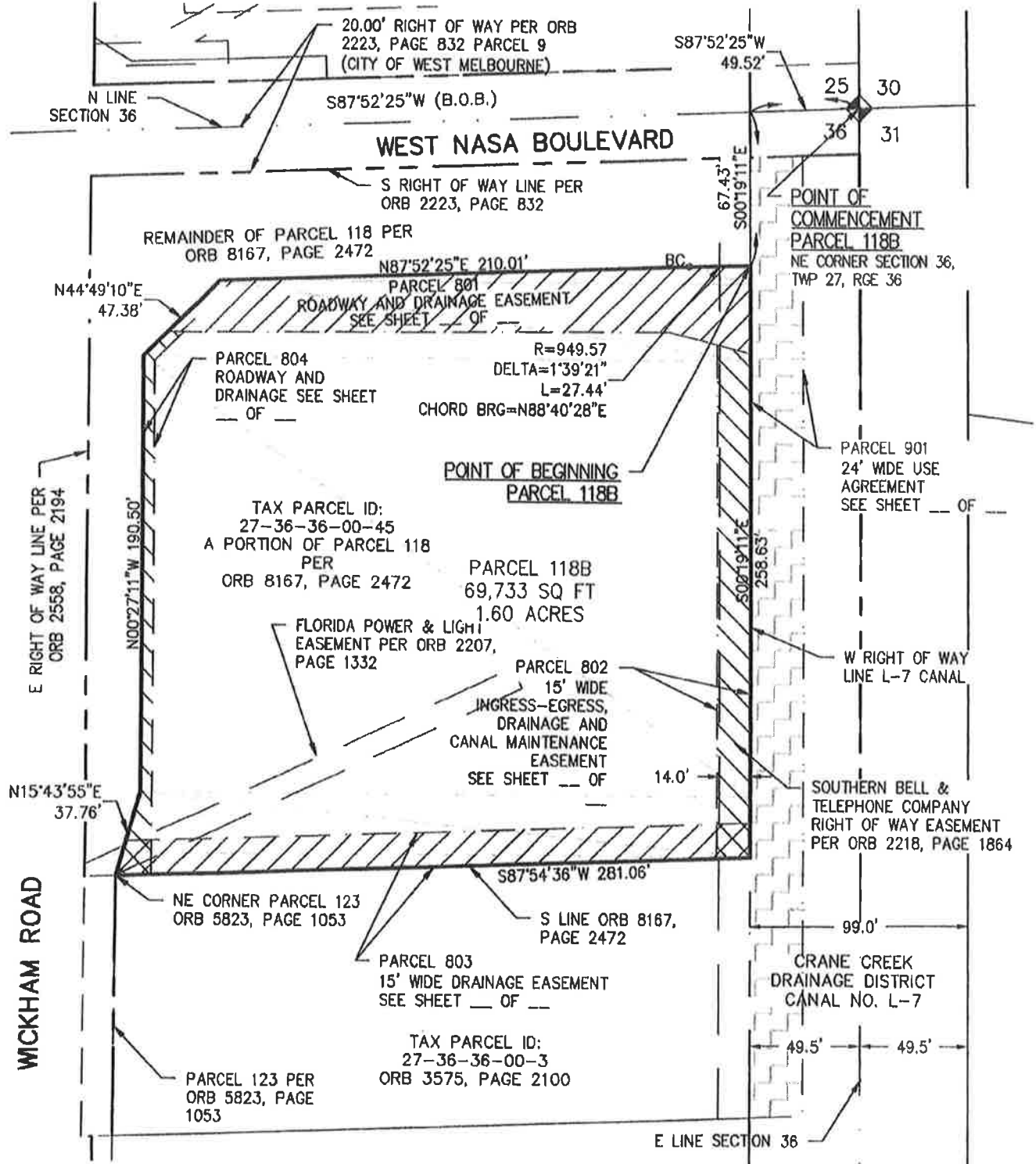


EXHIBIT "C"

SHEET 4 OF 5

NOT VALID WITHOUT SHEET 1, 2, 3, & 5 OF 5

THIS IS NOT A SURVEY



PREPARED BY: BREVARD COUNTY PUBLIC WORKS
SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,
VIERA, FLORIDA 32940

SCALE:

1"=60'

DRAWING NO.:

27304578 OF 1014008 WICKHAM BLVD

SECTION 36

TOWNSHIP 27 SOUTH

RANGE 36 EAST

1814

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST
PARENT PARCEL ID NO.: 27-36-36-00-45

THIS IS NOT A SURVEY



1815

EXHIBIT C

AMENDMENT TO EXCHANGE AGREEMENT BETWEEN NASA INVESTMENT PARTNERS, LLC, AND BREVARD COUNTY, FLORIDA

THIS AMENDMENT TO THE EXCHANGE AGREEMENT (hereinafter "Amendment") is hereby entered into the date of last signature below by and between NASA Investment Partners, LLC, a Florida limited liability company (hereinafter "N.I.P."), and Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County").

WITNESSETH:

Whereas, the County and N.I.P. entered into an exchange agreement on July 23, 2019 (hereinafter the "Exchange Agreement"), which is incorporated herein by this reference; and

Whereas, based on the work contemplated in the Exchange Agreement, modifications to the easements identified in County Obligations – Section f.(1) of the Exchange Agreement are needed; and

Whereas, Exhibit C attached to the Exchange Agreement, which outlines the associated easements, is also updated accordingly and is attached hereto as **Attachment A**; and

Whereas, the Board of County Commissioners of Brevard County, Florida, hereby finds that the property interests involved in this Amendment are in the best interest of the County and serve a public purpose.

Now, therefore, in consideration of the mutual covenants, promises, and conditions set forth in this Amendment, as set forth below, N.I.P., and its successors and assigns, and the County (collectively referred to as the "Parties") hereby agree as follows:

1. Recitals.

The recitals set forth above are incorporated herein by this reference and the matters set forth in those recitals are true representations and findings agreed upon by both Parties.

2. Incorporation.

Unless otherwise amended herein, all terms and conditions of the Exchange Agreement, which is incorporated herein by this reference, shall remain in full force and effect and are hereby ratified. In the event of any conflict between the Exchange Agreement and this Amendment to the Exchange Agreement, including associated attachments, this Amendment shall prevail.

3. Updates to Easements.

County Obligations – Section f.(1) is hereby amended to read as follows:

(1) convey by County deed to N.I.P. the property shown and described in Exhibit C, provided the County deed shall reserve, and/or N.I.P. shall dedicate the following non-exclusive easements as shown and described on Exhibit C:

- Parcel 801: an irregular shaped ~~roadway~~utility and drainage easement over the northern boundary of Parcel 118B
- Parcel 802: an ~~fifteen-foot-wide ingress, egress, utility, canal maintenance, and drainage easement located along the eastern boundary of Parcel 118B~~ ingress and egress easement for the purpose of maintaining the portion of the drainage ditch system adjacent to the easternmost property line of Parcel 118B,
- Parcel 803: a ~~fifteen-foot-wide drainage~~ and utility easement over the southern boundary of Parcel 118B
- Parcel 804: an irregular shaped roadway, sidewalk, utility, and drainage easement over the western boundary of Parcel 118B.

4. Update to Exhibit C.

Exhibit C in the Exchange Agreement, which describes the easements the County hereby reserves or N.I.P. shall dedicate to the County, is hereby replaced by new Exhibit C, which is attached hereto as **Attachment A**.

[SIGNATURES TO FOLLOW]

In witness whereof, the Parties hereto have set their hands and seals the day and year last written below.

ATTEST:

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

Rachel Sadoff, Clerk

By: _____
Rita Pritchett, Chair
Approved by the Board on: _____

Approved for legal form and content
for Brevard County, Florida

Assistant County Attorney

Witnesses:

NASA Investment Partners, LLC

By: _____

By: _____

Printed name: _____

Name: _____

Title: _____

By: _____

Printed name: _____

LEGAL DESCRIPTION PARCELS 118B, 801, AND 802

ATTACHMENT A

EXHIBIT "C"
SHEET 1 OF 5

NOT VALID WITHOUT SHEET 2, 3, 4, & 5 OF 3
THIS IS NOT A SURVEY

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

LEGAL DESCRIPTION: PARCEL 118B. (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 258.63 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL NUMBER 118; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 281.06 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 37.76 FEET; THENCE NORTH 00° 27' 11" WEST FOR A DISTANCE OF 190.50 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 47.38 FEET; THENCE NORTH 87° 52' 25" EAST FOR A DISTANCE OF 210.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS NORTH 88° 40' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET TO THE POINT OF BEGINNING, CONTAINING 69,733 SQUARE FEET (1.60 ACRES), MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 801. UTILITY AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 38.79 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN NORTH 75° 42' 04" WEST FOR A DISTANCE OF 37.43 FEET; THENCE SOUTH 89° 32' 49" WEST FOR A DISTANCE OF 161.30 FEET; THENCE SOUTH 82° 17' 10" WEST FOR A DISTANCE OF 64.31 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 44.13 FEET; THENCE NORTH 87° 52' 25" EAST FOR A DISTANCE OF 202.69 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS NORTH 88° 40' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET TO THE POINT OF BEGINNING, CONTAINING 6,707 SQUARE FEET (0.15 ACRES), MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 802. INGRESS-EGRESS, UTILITY, DRAINAGE AND CANAL MAINTENANCE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 00° 19' 11" EAST FOR A DISTANCE OF 258.63 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.01 FEET; THENCE NORTH 00° 19' 11" WEST FOR A DISTANCE OF 258.93 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 00° 54' 19", AND WHOSE LONG CHORD BEARS NORTH 89° 02' 59" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3882 SQUARE FEET (0.09 ACRES), MORE OR LESS.

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

No. 4870

STATE OF

FLORIDA

PROFESSIONAL SURVEYOR & MAPPER

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO.: 27362536_SK_1911026_WCKHAM-ELIJS.dwg

REVISIONS

DATE

DESCRIPTION

SECTION 36

TOWNSHIP 27 SOUTH

RANGE 36 EAST

DATE: JULY 30, 2021

SHEET: 1 OF 5

LEGAL DESCRIPTION PARCELS 803, 804 AND 901

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

EXHIBIT "C" SHEET 2 OF 5

NOT VALID WITHOUT SHEET 1, 3, 4, & 5 OF 5
THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 803, UTILITY AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 326.06 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 87° 54' 36" WEST FOR A DISTANCE OF 266.05 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 15.76 FEET; THENCE NORTH 87° 54' 36" EAST FOR A DISTANCE OF 36.14 FEET; THENCE NORTH 78° 39' 16" EAST FOR A DISTANCE OF 63.33 FEET; THENCE NORTH 89° 00' 27" EAST FOR A DISTANCE OF 125.45 FEET; THENCE NORTH 61° 51' 17" EAST FOR A DISTANCE OF 42.80 FEET; THENCE SOUTH 00° 19' 11" EAST A DISTANCE OF 41.60 FEET TO THE POINT OF BEGINNING, CONTAINING 6053 SQUARE FEET (0.14 ACRES), MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 804, ROADWAY, SIDEWALK, UTILITY, AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS SOUTH 88° 40' 28" WEST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET; THENCE SOUTH 87° 52' 25" WEST FOR A DISTANCE OF 202.69 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 44° 49' 10" WEST FOR A DISTANCE OF 50.64 FEET; THENCE SOUTH 00° 27' 11" EAST FOR A DISTANCE OF 224.24 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.53 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 37.76 FEET; THENCE NORTH 00° 27' 11" WEST FOR A DISTANCE OF 190.50 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 47.38 FEET; THENCE NORTH 87° 52' 25" EAST A DISTANCE OF 7.32 FEET TO THE POINT OF BEGINNING, CONTAINING 1,561 SQUARE FEET (0.036 ACRES), MORE OR LESS

LEGAL DESCRIPTION: PARCEL 901, USE AGREEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THE L-7 CANAL OF THE CRANE CREEK DRAINAGE DISTRICT AND BEING LOCATED WITHIN THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS BEING THE WEST 24.00 FEET OF THE EAST 49.50 FEET OF THE SOUTH 419.43 FEET OF THE NORTH 439.45 FEET OF SAID SECTION 36, CONTAINING 10,066 SQUARE FEET (0.231 ACRES), MORE OR LESS.

UNLESS OTHERWISE INDICATED, ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED.

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
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PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO: 27362536_SK_1911026_WCKHAM-ELLIS.dwg

REVISIONS

DATE

DESCRIPTION

DATE: JULY 30, 2021

SHEET: 2 OF 5

SECTION 36
TOWNSHIP 27 SOUTH
RANGE 36 EAST

LEGAL DESCRIPTION

SURVEYOR'S NOTES, ABBREVIATIONS

EXHIBIT "C"

SHEET 3 OF 5

NOT VALID WITHOUT SHEET 1, 2, 4, & 5 OF 5

THIS IS NOT A SURVEY

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 9 IN OFFICIAL RECORDS BOOK 2223, PAGE 832 AS BEING SOUTH 87° 52' 25" EAST, AN ASSUMED BEARING.
3. ONLY RIGHTS OF WAY AND EASEMENTS SHOWN ON APPLICABLE RECORD PLATS ARE INDICATED HEREON. NO OWNERSHIP AND ENCUMBRANCE REPORT OR OTHER INFORMATION WAS FURNISHED TO THE SURVEYOR AND MAPPER.
4. REFERENCE MATERIAL:
 - a. FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR WICKHAM ROAD AT NASA BOULEVARD AND ELLIS ROAD, SECTION 70000, FIP NUMBER 404667 1 ON FILE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FIVE, SURVEYING AND MAPPING SECTION, DELAND, FLORIDA.
5. SECTIONAL BREAKDOWN AND ALIQUOT LINES ARE BASED SAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR WICKHAM ROAD AT NASA BOULEVARD AND ELLIS ROAD, SECTION 70000.

ABBREVIATIONS

BC	= BEGIN CURVE
B.O.B.	= BASIS OF BEARING
CHORD BRG	= CHORD BEARING
ID	= IDENTIFICATION
L	= LENGTH
N/F	= NOW OR FORMERLY
NTL	= NON TANGENT LINE
ORB	= OFFICIAL RECORD BOOK
R	= RADIUS
RGE	= RANGE
SQ.FT.	= SQUARE FEET
TWP	= TOWNSHIP

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REVISIONS

DATE

DESCRIPTION

DATE: JULY 30, 2021

SHEET: 3 OF 5

SECTION 36
TOWNSHIP 27 SOUTH
RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL 118B

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

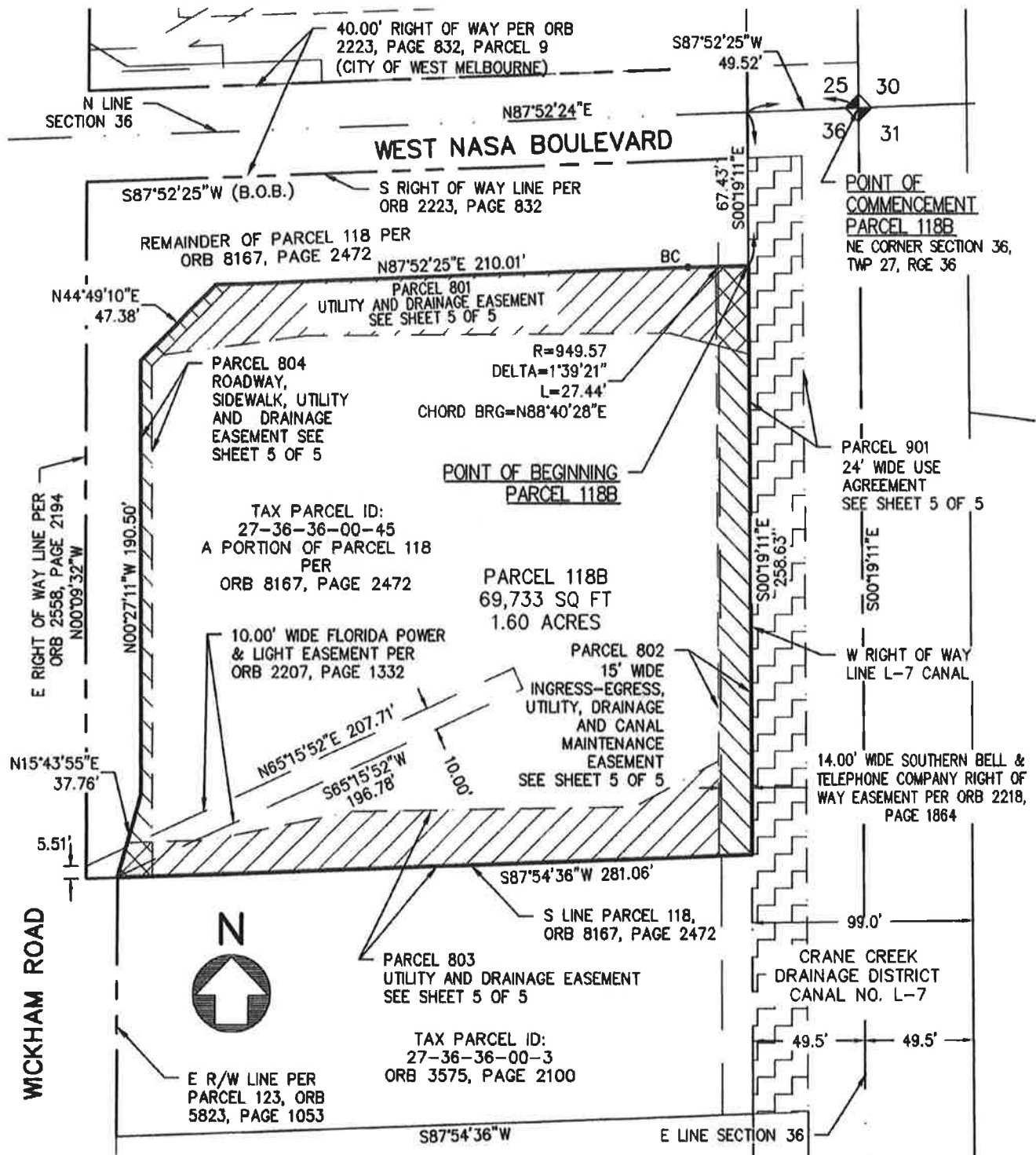
PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

EXHIBIT "C"

SHEET 4 OF 5

NOT VALID WITHOUT SHEET 1, 2, 3, & 5 OF 5

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SCALE:
1"=60'
DRAWING NO.:
27362536_SK_1911026_WICKHAM-ELLIS.dwg

SECTION 36
TOWNSHIP 27 SOUTH
RANGE 36 EAST

PARCELS 801, 802, 803, 804, & 901

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

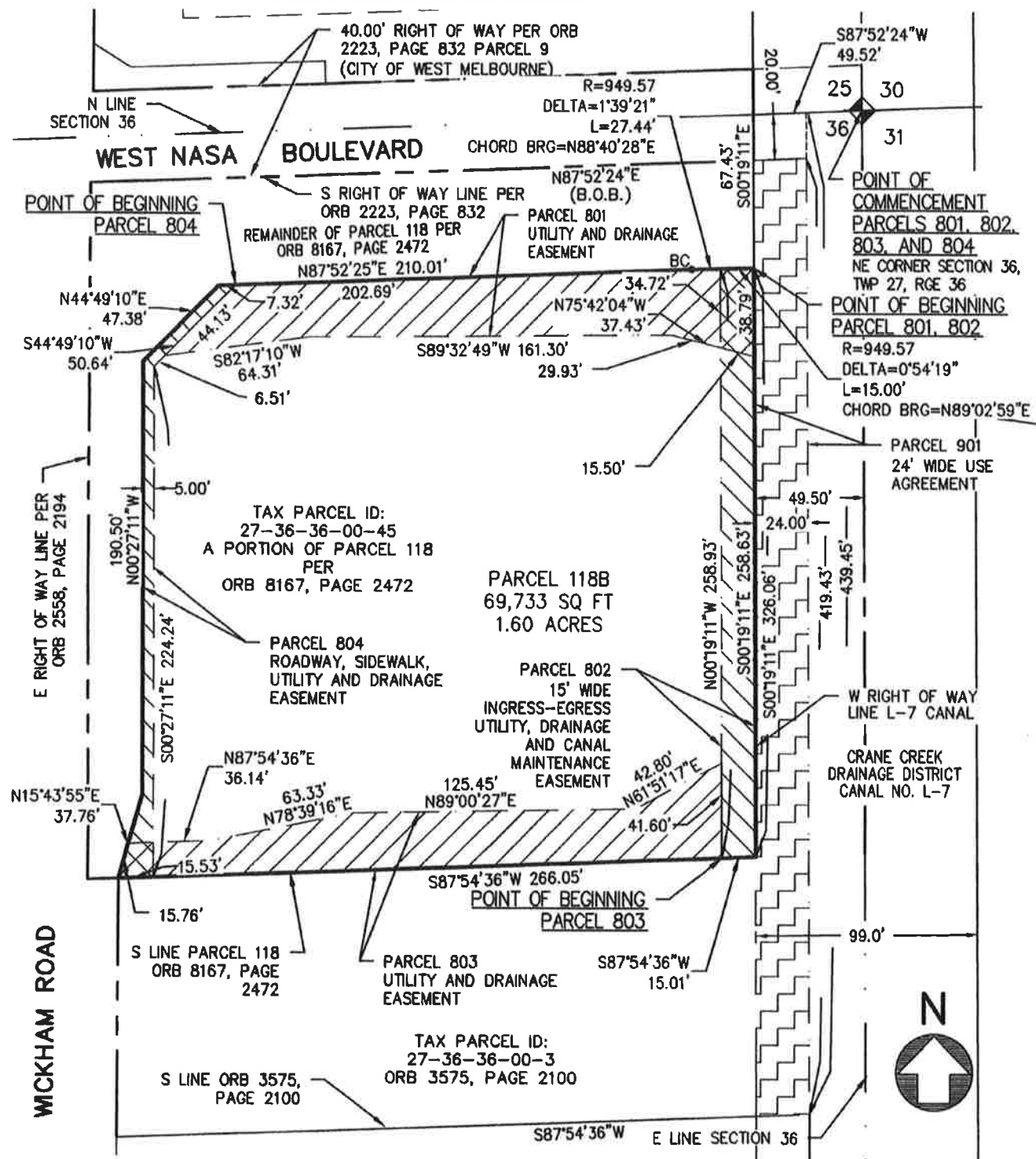
PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

EXHIBIT "C"

SHEET 5 OF 5

NOT VALID WITHOUT SHEET 1, 2, 3, & 4 OF 5

THIS IS NOT A SURVEY



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SCALE: 1"=60'

DRAWING NO.:
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SECTION 36
TOWNSHIP 27 SOUTH
RANGE 36 EAST

LOCATION MAP

Section 36, Township 27 South, Range 36 East - District: 5

PROPERTY LOCATION: At the intersection of Nasa Boulevard and Wickham Road in Melbourne

