

**F. Consent Agenda - Public Works Department
ITEM 1.**



**AGENDA REPORT
March 12, 2019**

**Approval Re: Grant of Easement at Dredged Materials Management Area
BV-2C from Florida Inland Navigation District (F.I.N.D.) for two Scottsmoor
Denitrification Bioreactor Projects – District 1.**

SUBJECT:

Approval Re: Grant of Easement at Dredged Materials Management Area BV-2C from Florida Inland Navigation District (F.I.N.D.) for two Scottsmoor Denitrification Bioreactor Projects – District 1.

FISCAL IMPACT:

Fiscal impact: FY 2018 – 2019: \$1,000 to FIND
Stormwater Assessments: 1111/260010/5650000 I.O 68558101 & 9664103 (split 50:50
between the two Capital Project Funded Programs)
FY 2019 – 2020: No impact

DEPT/OFFICE:

Public Works

REQUESTED ACTION:

It is requested that the Board of County Commissioners 1) accept and authorize the Chair to execute the attached Grant of Easement, and 2) approve payment to F.I.N.D. for the easement fee.

SUMMARY EXPLANATION and BACKGROUND:

The subject parcel is located in Section 38, Township 20, Range 35.

The Natural Resources Management Department is undertaking two projects located within the same Florida Inland Navigation District (F.I.N.D.) site known as the Dredged Materials Management Area BV-2C, Scottsmoor. The areas identified as suitable construction sites for the projects are immediately adjacent to drainage ditches located on Aurantia Road and Wheeler Road. Each project consists of constructing an iron enhanced sand filter and a wood chip denitrification bioreactor. These outfall water quality improvement projects are instrumental in reducing several forms of nitrogen and phosphorus from groundwater and surface water flow prior to reaching the Indian River Lagoon. In addition, a baffle box will be installed upstream of each media filter chamber to reduce the volume of sediments entering the filtration chambers.

On February 16, 2019, the F.I.N.D. Board authorized execution of the Grant of Easement

for a 25 year term with Brevard County for the construction of the aforementioned projects at DMMA BV-2C. The terms of the easement require a one-time fee in the amount of One Thousand Dollars (\$1,000.00) on or before the term beginning date. F.I.N.D. requires the requesting party to execute the Grant of Easement prior to execution by the F.I.N.D. Chair.

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

CLERK TO THE BOARD INSTRUCTIONS:

Return the original executed Florida Inland Navigation District Grant of Easement at Dredged Materials Management Area BV-2C for Brevard County, Florida with attachments and original Board approval memo to Public Works Land Acquisition Section with a copy to the Natural Resources Management Department.

ATTACHMENTS:

Description

- ▢ **F.I.N.D. Grant of Easement and Attorney Review Form**

BOARD OF COUNTY COMMISSIONERS

AGENDA: GRANT OF EASEMENT FROM FLORIDA INLAND NAVIGATION
DISTRICT (F.I.N.D.) FOR THE TWO SCOTTSMOOR DENITRICATION
BIOREACTOR PROECTS – AURANTIA ROAD AND WHEELER ROAD –
DISTRCT 1

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION /
NATURAL RESOURCES MANAGEMENT DEPARTMENT

AGENCY CONTACT: LUCY HAMELERS, LAND ACQUISITION SPECIALIST

CONTACT PHONE: 321-690-6847 (56316)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u></u>	<u> </u>	<u>2/26/19</u>
COUNTY ATTORNEY Christine Valliere Assistant County Attorney	<u></u>	<u> </u>	<u>2/27/19</u>

AGENDA DUE DATE: March 5, 2019 for the March 12, 2019 Board meeting

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

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

THANK YOU.



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

Telephone: (321) 637-2001

Fax: (321) 264-6972

Tammy.Rowe@brevardclerk.us

March 13, 2019

M E M O R A N D U M

TO: Corrina Gunn, Interim Public Works Director

RE: Item F.1., Approval for Grant of Easement at Dredged Materials Management Area BV-2C from Florida Inland Navigation District (FIND) for Two Scottsmoor Denitrification Bioreactor Projects

The Board of County Commissioners, in regular session on March 12, 2019, authorized the Chair to execute the Grant of Easement; and approved payment to FIND for the easement fee at for two Scottsmoor Denitrification Bioreactor Projects. Enclosed is an executed copy of the Grant of Easement.

Upon execution by FIND, please return a fully-executed copy of the Grant of Easement to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cmw

Encl. (1)

cc: Finance
Budget
Natural Resources Management Director

FLORIDA INLAND NAVIGATION DISTRICT
GRANT OF EASEMENT AT DREDGED
MATERIALS MANAGEMENT AREA BV-2C
FOR
BREVARD COUNTY, FLORIDA

FLORIDA INLAND NAVIGATION DISTRICT

GRANT OF EASEMENT

PREAMBLE

FLORIDA INLAND NAVIGATION DISTRICT, an independent special taxing district of the State of Florida (the "Grantor"), does hereby grant and convey to Brevard County, Florida, a political subdivision of the State of Florida (Grantee), a nonexclusive Easement to construct and maintain a stormwater denitrification system (the "Permitted Use") on, over, under, and across a portion of the property of Grantor known as Dredged Material Management Area BV-2C ("DMMA BV-2C"), situate, lying and being in Brevard County, Florida, as more particularly described in **Exhibit A** and depicted on **Exhibit B** attached to and made a part hereof by reference (the "Easement Area"). The Grantor and Grantee may be referred to as Parties or separately as a Party.

BASIC TERMS

1. TERM

1.1. Term. This Grant shall be for a term of twenty-five (25) years commencing **March 1, 2019** ("Term Beginning Date") and ending **May 31, 2043** ("Term Expiration Date") unless sooner terminated.

1.2. Termination. The Grantor may terminate this easement at any time in the event that the Easement Area is needed for the expansion, relocation or operation of Grantor's dredged material management facility, upon 120 days' written notice to Grantee.

2. FEES

Grantee shall pay Grantor a one-time fee in the amount of One Thousand Dollars (\$1,000.00) on or before the Term Beginning Date.

3. NOTICES

Any written notices required or permitted under this instrument shall be made by U.S. Mail, First Class Prepaid, Certified, Return Receipt Requested or by hand delivering such notice to the parties at the following addresses.

GRANTOR:

Florida Inland Navigation District
Attn: Executive Director
1314 Marcinski Road
Jupiter, FL 33477

GRANTEE:

Brevard County Public Works Dept.
Land Acquisition Section
2725 Judge Jamieson Way, Bldg. A-204
Viera, FL 32940

Either party may change its address by notice to the other party provided as above.

4. USE OF EASEMENT AREA

4.1. Permitted Use. The Grantee shall use the Easement Area solely for the purpose of constructing, maintaining and operating a stormwater denitrification system, as more particularly described in Exhibit C, attached hereto and made a part hereof by reference. Grantee's use of the Easement Area shall comply, at Grantee's sole cost and expense, with all Applicable Laws. The Grantee shall not use or occupy the Easement Area in any manner that is unlawful, dangerous, or that results in waste, unreasonable annoyance, or a nuisance to the Grantor.

4.2. Grantee Access. Grantee is granted the nonexclusive right to use the balance of DMMA BV-2C in common with the Grantor and its grantees and licensees as reasonably necessary for access to and from the Easement Area and the nearest public street or highway.

4.3. Grantor's Right of Access and Inspection. Grantor shall have the right to enter the Easement Area at any time and shall have the right to reasonably inspect Grantee's use of it and any of Grantee's improvements or property placed thereon, without notice.

4.4. Grantor's Reasonable Regulation. The use and occupation of the Easement Area and the exercise of the rights herein granted shall be subject to Grantor's reasonable restrictions and regulations regarding ingress, egress, safety, sanitation, and security, as Grantor, or its duly authorized representatives, may from time to time establish.

4.5. No Obstructions. Neither party shall use the property nor construct, erect, or place any objects, buildings, structures, signs, or wells of a permanent nature on, under, or over the Easement Area that will unreasonably interfere with the other Party's use of the premises, as set out in this Easement or its reservations.

4.6. Limitation of Grantee Rights. Except as is reasonably required to effect the purpose of this Easement, the Grantee has no right of use, license, easement, servitude, or usufruct, for any purpose, by necessity or otherwise, express or implied, on, over, across, or under any of the real property of the Grantor, and the Grantee agrees not to assert any such right or interest by reason of this Easement.

5. ABANDONMENT OR TERMINATION OF EASEMENT

5.1. Termination. This Easement may be terminated in whole or in part by the Grantor in the event Grantee fails, after notice and opportunity to cure, to comply with the terms of this Easement, and Grantor may terminate it for any part of the Easement Area that is abandoned or not used by the Grantee for 24 consecutive months. The Grantor shall give Grantee written notice of any noncompliance with the terms of this Easement, whereupon Grantee shall have thirty (30) days in which to cure the noncompliance (the "Cure Period"). If the nature of the noncompliance is such that Grantee cannot, through the use of due diligence, completely cure the noncompliance within the Cure Period, Grantee shall have thirty (30) days to commence the cure ("Cure Commencement Date"), which it shall diligently pursue to completion. If Grantee fails to cure the noncompliance within the Cure Period or to commence the cure by the Cure Commencement Date, as the case shall be, Grantor may notify the Grantee that Grantor is terminating this Easement, which termination shall be effective as of the date of the notice.

5.2. Remedies for Non-Compliance. In the event the Grantee fails to comply with any obligation under this Easement, the Grantor may, in addition to terminating the Easement pursuant to Section 5.1, pursue monetary damages, equitable relief, or both.

OPERATION OF THE EASEMENT AREA

6. EASEMENTS AND RIGHTS OF WAY

This Easement is subject to all outstanding easements, rights-of-way, rights in the nature of an easement, leases, permits, licenses, and uses (collectively, "Outgrants") for any purpose affecting the Easement Area. The Grantor may make additional Outgrants and make additional uses that may affect the Easement Area. However, any such additional Outgrants shall not be inconsistent with the use of the Easement Area by the Grantee under this Easement.

7. CONDITION OF EASEMENT AREA

The Grantee has inspected and knows the condition of the Easement Area. It is understood that the Easement is granted "as is, where is" without any warranty, representation, or obligation on the part of the Grantor to make any alterations, repairs, improvements, or corrections to conditions or to defects whether patent or latent. The Parties shall jointly perform and sign or otherwise authenticate a Physical Condition Report at the beginning of the Easement term to document the condition of the Easement Area. This report will be made a part of this Easement as **Exhibit D**.

8. MAINTENANCE OF EASEMENT AREA

8.1. Maintenance of Easement Area. The Grantee, at no expense to the Grantor, shall at all times preserve, maintain, repair, and manage the Easement Area, Grantee's improvements, and Grantee's equipment in an acceptable, safe, and sanitary condition in accordance with this Easement.

8.2. Damage to Grantor's Property. If the Grantee damages or destroys any real or personal property of the Grantor, the Grantee shall promptly repair or replace such real or personal property to the reasonable satisfaction of the Grantor. In lieu of such repair or

replacement, the Grantee may pay to the Grantor money in an amount sufficient to compensate for the loss sustained by the Grantor by reason of damage or destruction of District property, including natural resources.

9. INTENTIONALLY OMITTED

10. INSURANCE

10.1. Risk of Loss. The Grantee shall in any event and without prejudice to any other rights of the Grantor bear all risk of loss or damage or destruction to the Easement Area, and any building(s), Easement Area improvements, Grantee equipment, fixtures, or other property thereon, arising from any causes whatsoever, with or without fault by the Grantor, provided, however, the Grantor shall not be relieved of responsibility for loss or damage that is solely the result of the gross negligence or willful misconduct of the Grantor to the extent such loss or damage is not covered by coverage of insurance required under this Easement.

10.2. Grantee Insurance Coverage. Grantor acknowledges that at the time this Grant of Easement is being made, Grantee is self-insured. Grantee shall continuously maintain a program of self-insurance during the entire Easement Term. However, in the event that Grantee shall ever terminate its program of self-insurance, Grantee shall immediately, during the entire remaining Easement Term, at no expense to the Grantor, procure, carry and maintain the following types of insurance:

10.2.1. Commercial general liability insurance, on an occurrence basis, insuring against claims for bodily injury, death and property damage, occurring upon, in or about the Easement Area, including any building thereon and sidewalks, streets, passageways and interior space used to access the Easement Area. Such insurance must be effective at all times throughout the Easement Term, with limits of not less than \$1,000,000 per occurrence, general aggregate and products and completed operations aggregate, and include coverage for fire, legal liability, and medical payments. This coverage may be provided under primary liability and umbrella excess liability policies and shall include business auto liability insurance that insures against claims for bodily injury and property damage arising from the use of "any auto" with a combined single limit of \$1,000,000 per accident. All liability policies shall be primary and non-contributory to any insurance maintained by the Grantor.

10.2.1.1. The insurance carried and maintained by the Grantee pursuant to Paragraph 10.2.1 shall provide coverage to protect the Grantor from any damage and liability for which the Grantee is liable or responsible or agrees to hold harmless and indemnify the Grantor under this Easement.

10.2.1.2. Commercial general liability and business auto liability insurance required pursuant to Paragraph 10.2.1 shall be maintained for the limits specified and shall provide coverage for the mutual benefit of the Grantee and the Grantor as an additional insured with equal standing with the named insured for purposes of submitting claims directly with the insurer.

10.2.2. Workers' compensation or similar insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be

asserted against the Grantor or the Grantee, in form and amounts required by law (statutory limits), and employers' liability, with limits of \$1,000,000 each coverage and policy limit.

10.3. General Requirements. All insurance required by this Easement, if any, shall be: (i) effected under valid and enforceable policies, in such forms and amounts required under this Easement, (ii) issued by Qualified Insurers defined for purposes of this paragraph as insurers authorized to do business and to issue the insurance policies required under this Paragraph 10 in the State of Florida ; (iii) provide that no reduction in amount or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by the Grantor of written notice thereof; (iv) provide that any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon ten (10) days' written notice to the Grantor; (v) provide that the insurer shall have no right of subrogation against the Grantor; and (vi) be reasonably satisfactory to the Grantor in all other respects. Proceeds under all policies of insurance carried and maintained to provide coverage required by this Paragraph 10 shall be available only for the stated purposes of the insurance. Under no circumstances will the Grantee be entitled to assign to any third-party rights of action that the Grantee may have against the Grantor in connection with any insurance carried pursuant to this Paragraph.

10.4. Evidence of Insurance. The Grantee shall deliver or cause to be delivered upon any termination of Grantee's program of self-insurance as provided in paragraph 10.2 (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Paragraph 10), at the Grantor's option, a certified copy of each policy of insurance required by this Easement, or a certificate of insurance evidencing the insurance and conditions relating thereto required by this Easement, in a form acceptable to the Grantor, and including such endorsements necessary to afford additional insured status.

10.5. Damage or Destruction of Easement Area. In the event all or part of the Easement Area is damaged (except de minimis damage) or destroyed, the risk of which is assumed by the Grantee under Paragraph 10.1, the Grantee shall promptly give notice thereof to the Grantor and the Parties shall proceed as follows:

10.5.1. In the event that the Grantor, in consultation with the Grantee, determines that the magnitude of damage is so extensive that the Easement Area cannot be used by the Grantee for its operations and the repairs, rebuilding, or replacement of the Easement Area cannot reasonably be expected to be substantially completed within three (3) months of the occurrence of the casualty ("Extensive Damage or Destruction of Easement Area"), either Party may terminate this Easement as provided in Paragraph 5.1. If this Easement is terminated pursuant to Paragraph 5.1, any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied to the restoration of the Easement Area in accordance with Paragraph 13.

10.5.2. In the event that the Grantor, in consultation with the Grantee, shall determine that Extensive Damage or Destruction of the Easement Area has not occurred, then neither Party shall have the right to terminate this Easement. The Grantee shall, as soon as reasonably practicable after the casualty, restore the Easement Area as nearly as possible to the condition that existed immediately prior to such loss or damage. Any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied first, to restoring the damaged

area and removing any related debris to the reasonable satisfaction of the Grantor and second, to repairing, rebuilding, and/or replacing the Easement Area to the reasonable satisfaction of the Grantor.

11. ALTERATIONS

11.1. Alterations. At least 30 days before doing any work to repair, build, alter, modify, or demolish any improvements in the Easement Area, Grantee shall give written notice of its plans to the Grantor, who shall have the right to review and approve or reasonably modify the plans and to place reasonable restrictions on Grantee's access, equipment, methods, materials, and manpower related to accomplishing the work, in order to ensure it is done consistent with Grantor's use of the Easement Area and the operation of DMMA BV-2C.

12. INTENTIONALLY OMITTED

13. RESTORATION

13.1. Grantee's Removal Obligation. Upon the expiration, abandonment, or termination of the Easement, Grantor may elect, in its sole discretion, to require Grantee to remove all its improvements and other property from the Easement Area and restore the Easement Area at Grantee's sole expense to substantially the same condition that existed immediately before the grant, all to Grantor's satisfaction. Grantor shall give notice to Grantee of such election within a reasonable time after learning of Grantee's abandonment, or together with Grantor's notice of termination. Alternatively, at those same times, Grantor may elect and give written notice to Grantee that some or all of Grantee's easement improvements and any other property Grantee may leave on the Easement Area will revert or be transferred to Grantor. Such reversion or transfer in lieu of Grantee's removal and restoration obligation shall be automatic and at no cost to Grantor and shall be effective on the Easement Term Expiration Date or the effective date of any abandonment or termination, without additional consideration therefore. Grantee shall execute any documentation reasonably requested by the Grantor to confirm any transfer or conveyance.

13.2. Grantor Restoration of Easement Area. If Grantee fails to timely satisfy its removal and restoration obligations, then at Grantor's option, Grantee's improvements and personal property located on the Easement Area shall either become Grantor's property without compensation therefore or the Grantor may cause them to be removed or destroyed and the Easement Area to be so restored at the expense of Grantee; and no claim for damages against Grantor, its officers, employees, agents, or contractors shall be created by or made on account of such removal or destruction and restoration work. Grantee shall reimburse Grantor for any expenses it incurs to restore the Easement Area to the condition required by this grant within thirty (30) days after the Grantor provides written notice to Grantee of the reimbursement amount together with reasonable documentary support of the reimbursement amount.

CHANGES IN OWNERSHIP OR CONTROL

14. ASSIGNMENT

The Grantee may not assign this Easement without the prior written consent of the Grantor.

15. LIENS AND JUDGEMENTS

The Grantee shall not create or permit any liens or judgments to be placed on or against the Easement Area or any other property of the Grantor. If any liens or judgments shall be placed on or against the Easement Area or any other property, Grantee shall cause such liens or judgments to be released or transferred to a bond within thirty (30) days.

ENVIRONMENT

16. ENVIRONMENTAL PROTECTION

16.1. Compliance with Applicable Laws. Grantee shall comply with all applicable federal, State, and local laws, regulations, and standards for environmental protection, including flood plains, wetlands, and pollution control and abatement, as well as for payment of all fines and assessments by regulators for the failure to comply with such standards. Grantee shall also indemnify the Grantor to the full extent permitted by law for any violation of such law, regulation, or standard and shall also reimburse the Grantor for any civil or criminal fines or penalties levied against the Grantor for any environmental, safety, occupational health, or other infractions caused by or resulting from Grantee's action or inaction or that of its officers, agents, employees. In the event that any actions by Grantee including those of its officers, agents or employees, cause or contribute to a spill or other release of a substance or material, Grantee shall conduct any required cleanup, abatement, or response action in accordance with all applicable federal, State and local laws and regulations or, at the discretion of Grantor, indemnify Grantor for all costs of completing such cleanup, abatement, or response action, subject to the limits of Grantee's sovereign immunity under state or federal law.

16.2. Environmental Permits. The Grantee shall obtain at its sole cost and expense any environmental and other necessary permits required for its operations under this Easement, independent of any existing permits.

16.3. Indemnification. As a political subdivision of the State of Florida, the Grantee's liability is regulated by Florida law. Except for negligent acts or omissions of its employees acting within the course and scope of their employment, the Grantee shall not indemnify any entity or person and, then such indemnification is limited to the express terms of Section 768.28 Florida Statutes. The Grantee is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, the Grantee's liability and indemnification obligations in this Easement shall be effective only to the extent expressly required by 768.28 Florida Statutes or other limitations imposed on the Grantee's potential liability under state or federal law.

16.4. Grantor Caused Environmental Damage. Grantee does not assume any of Grantor's liability or responsibility for environmental impacts and damage resulting from Grantor's activities; however, this provision does not relieve Grantee of any obligation or liability it might

have or acquire with regard to third parties or regulatory authorities by operation of law.

16.5. Records Maintenance and Accessibility. The Grantor's rights under this Easement specifically include the right for Grantor officials to inspect the Easement Area for compliance with Applicable Laws, including environmental laws, rules, regulations, and standards. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Violations identified by the Grantor will be reported to the Grantee and to appropriate regulatory agencies, as required by Applicable Law. The Grantee will be liable for the payment of any fines and penalties that may be imposed as a result of the actions or omissions of the Grantee.

16.6. Intentionally Omitted.

16.7. Pesticide Management. Any pesticide use will require prior Grantor approval.

16.8. Intentionally Omitted.

16.9. Protection of Environment and Natural Resources. The Grantee will use all reasonable means available to protect environmental and natural resources, consistent with Applicable Laws and this Easement. Where damage nevertheless occurs, arising from the Grantee's activities, the Grantee shall be fully liable for any such damage.

16.10. Pesticides and Pesticide Related Chemicals in Soil. The Grantee acknowledges that the surface soil on the Easement Area may contain elevated levels of pesticides and pesticide-related chemicals applied in the normal course of maintaining the Easement Area. The Grantee shall manage all such soil on the Easement Area in accordance with the requirements of any Applicable Laws. The Grantor will not be responsible for injury or death of any person affected by such soil conditions whether the person is warned or not.

GENERAL PROVISIONS

17. GENERAL PROVISIONS

17.1. Remedies Cumulative; Failure of Grantor to Insist on Compliance. The specified remedies to which the Grantor may resort under the terms of this Easement are distinct, separate, and cumulative, and are not intended to be exclusive of any other remedies or means of redress to which the Grantor may be lawfully entitled in case of any breach or threatened breach by the Grantee of any provisions of this Easement. The failure of the Grantor to insist on any one or more instances upon strict performance of any of the terms, covenants, or conditions of this Easement shall not be construed as a waiver or a relinquishment of the Grantor's right to the future performance of any such terms, covenants, or conditions, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect. No waiver by the Grantor of any provisions of this Easement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the Grantor.

17.2. Counterparts. This Easement may be executed in counterparts, each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

17.3. Entire Agreement. It is expressly agreed that this written instrument, together with the provisions of other documents that are expressly incorporated by reference by the terms of this Easement, embodies the entire agreement between the Parties regarding the use of the Easement Area by the Grantee. In the event of any inconsistency between the terms of this Easement and of any provision that has been incorporated by reference, the terms of this Easement shall govern. There are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement. This instrument may only be modified or amended by mutual agreement of the Parties in writing and signed by each of the Parties.

17.4. Partial Invalidity. If any term or provision of this Easement, or the application of the term or provision to any person or circumstance, is, to any extent, invalid or unenforceable, the remainder of this Easement, or the application of the term or provision to persons or circumstances other than those for which the term or provision is held invalid or unenforceable, will not be affected by the application, and each remaining term or provision of this Easement will be valid and will be enforced to the fullest extent permitted by law.

17.5. Interpretation of Easement. The Parties and their legal counsel have participated fully in the negotiation and drafting of this Easement. This Easement has been prepared by the Parties equally, and should be interpreted according to its terms. No inference shall be drawn that this Easement was prepared by, or is the product of, either Party.

17.6. Approvals. Any approval or consent of the Parties required for any matter under this Easement shall be in writing and shall not be unreasonably withheld, conditioned or denied unless otherwise indicated in this Easement.

17.7. Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Easement and none of the provisions of this Easement shall be for the benefit of, or enforceable by, any creditors of the Grantee.

IN WITNESS WHEREOF, I have hereunto set my hand the _____ day of _____, 2019.

FLORIDA INLAND NAVIGATION
DISTRICT

By: _____
Don Donaldson, Chair

(continued to next page)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on the _____ day of _____, 2019 by Don Donaldson, as Chair of the Florida Inland Navigation District, on behalf of the District, and he is _____ personally known or _____ has provided _____ as identification.

[NOTARY SEAL]

Notary Public, State of Florida

ACCEPTANCE


The Grantee hereby accepts this Grant of Easement and agrees to be bound by its terms.

DATED: 12 day of March, 2019.

GRANTEE:

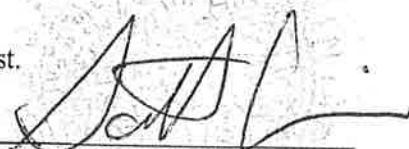
BREVARD COUNTY, FLORIDA

By:


Kristine Isnardi, Chair

Approved by Board: March 12, 2019

Attest.


SCOTT ELLIS, CLERK

LEGAL DESCRIPTION

PARCEL #802

PARENT PARCEL ID#: 20G-35-18-02-F
PURPOSE: DRAINAGE EASEMENT

EXHIBIT "B"

SHEET 1 OF 3

NOT VALID WITHOUT SHEETS 2, 3 OF 3

THIS IS NOT A SURVEY

DESCRIPTION: PARCEL 802 (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF TRACT F PER A REPLAT OF SUBDIVISION OF SECTION 18 OF INDIAN RIVER PARK A SUBDIVISION OF THE BERNADO SEGUI GRANT (ALSO KNOWN AS SECTION 38) ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 107 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOWNSHIP 20 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE SUBDIVISION OF SECTION 18 OF INDIAN RIVER PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 83; THENCE N. 76°16'11" E. ALONG THE NORTH LINE OF SAID NORTH LINE OF PLAT BOOK 2, PAGE 83 A DISTANCE OF 25.04 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF DIXIE WAY A 50' WIDE RIGHT OF WAY AS SHOWN ON THE PLAT OF INDIAN RIVER PARK, PLAT BOOK 2, PAGE 83 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S. 16°45'50" E. ALONG SAID NORTHERLY EXTENSION AND ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 3,202.41 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF AURANTIA ROAD (ALSO KNOWN AS INDIAN RIVER AVENUE AS SHOWN ON SAID PLATS); THENCE N. 76°16'47" E. ALONG THE NORTH RIGHT-OF-WAY LINE OF AURANTIA ROAD A DISTANCE OF 1,260.21 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE N. 76°16'47" E. ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 250.00 FEET; THENCE N. 13°43'13" W. A DISTANCE OF 250.00 FEET; THENCE S. 76°16'47" W. A DISTANCE OF 250.00 FEET; THENCE S. 13°43'13" E. A DISTANCE OF 250.00 FEET TO THE POINT-OF-BEGINNING

CONTAINING 1.43 ACRES (62,500 SQUARE FEET) MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS AND /OR RIGHTS-OF-WAYS OF RECORD.

NOTES:

- 1.) SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION.
- 2.) SEE SHEET 3 OF 3 FOR LEGEND, ADDITIONAL NOTES AND ADDITIONAL REVISIONS, IF ANY.

CERTIFICATE:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON IS AS DIRECTED BY THE BREVARD COUNTY SURVEY DEPARTMENT AND THAT IT MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JOSEPH BARRY CABANISS, P.L.S.

FLORIDA SURVEYOR'S CERTIFICATE NO.:

BUSSEN-MAYER ENGINEERING CERTIFICATE NO.:

NOT VALID UNLESS SIGNED AND SEALED

DATE
4524
3535

PREPARED FOR AND CERTIFIED TO:

THE BREVARD COUNTY BOARD OF
COUNTY COMMISSIONERS

PREPARED BY:



Bussen-Mayer Engineering Group

100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PH. NO.: (321) 453-0010 FAX NO.: (321) 454-8885



DRAWN BY: MRD

CHECKED BY: JBC

PROJECT NO. 387003A

REVISIONS

DATE

DESCRIPTION

DATE: 2018-06-13

DRAWING:
387003A-SK01.DWG

11/5/2018

BREVARD CO. COMMENTS

SECTION 38

TOWNSHIP 20 SOUTH
RANGE 35 EAST

LEGAL DESCRIPTION

PARCEL #802

PARENT PARCEL ID#: 20G-35-18-02-F

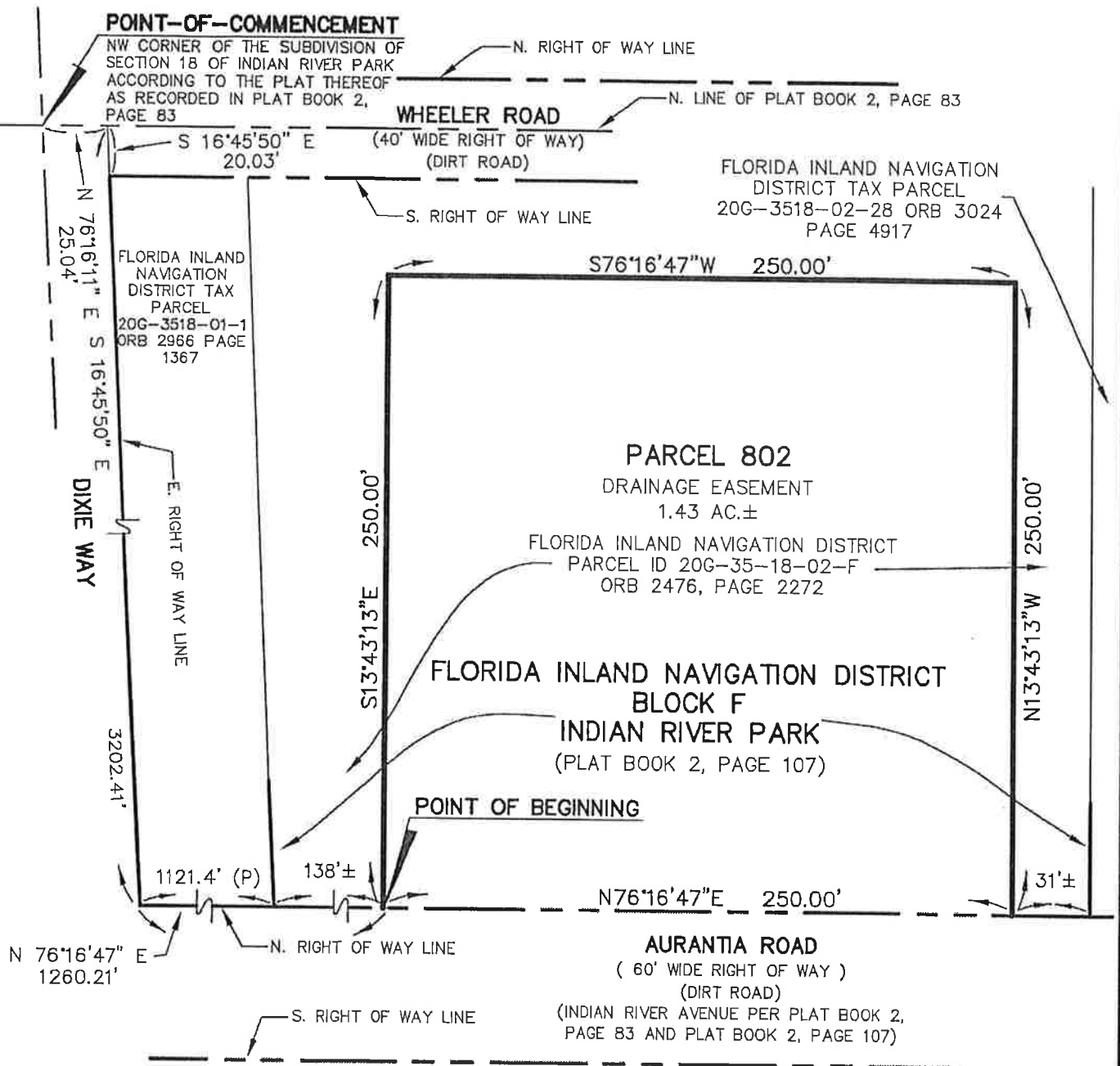
PURPOSE: DRAINAGE EASEMENT

EXHIBIT "B"

SHEET 2 OF 3

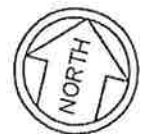
NOT VALID WITHOUT SHEETS 1, 3 OF 3

THIS IS NOT A SURVEY



NOTES:

- 1.) SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION AND CERTIFICATION.
- 2.) SEE SHEET 3 OF 3 FOR LEGEND, ADDITIONAL NOTES AND ADDITIONAL REVISIONS, IF ANY.



PREPARED BY:



Bussen-Mayer Engineering Group

100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PH. NO.: (321) 453-0010 FAX NO.: (321) 454-8885

SCALE:

1" = 60'

PROJECT NO.:

387003A

SECTION 38

TOWNSHIP 20 SOUTH
RANGE 35 EAST

LEGAL DESCRIPTION

PARCEL #802

PARENT PARCEL ID#: 20G-35-18-02-F

PURPOSE: DRAINAGE EASEMENT

EXHIBIT "B"

SHEET 3 OF 3

NOT VALID WITHOUT SHEETS 1, 2 OF 3

THIS IS NOT A SURVEY

LEGEND:

FND.	FOUND	CCR	CERTIFIED CORNER	①	LINE DESIGNATION
COR.	CORNER		RECORD		
C.M.	CONCRETE MONUMENT	W/	WITH		
O.R.B.	OFFICIAL RECORDS BOOK	¢	CENTERLINE		
PB	PLAT BOOK	—V—	GRAPHICS NOT TO		
PG.	PAGE		SCALE		
R/W	RIGHT-OF-WAY	(N.T.S.)	NOT TO SCALE		
PC	POINT-OF-CURVATURE	(N.I.C.)	NOT INCLUDED		
PRC	POINT-OF-REVERSE	SEC.	SECTION		
	CURVATURE	TWP.	TOWNSHIP		
PT	POINT-OF-TANGENCY	RNG.	RANGE		

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS SURVEYOR HAS NO INFORMATION OR DOCUMENTATION REGARDING THE REFERENCE TO "SECTION 38".
2. BEARINGS SHOWN HEREON ARE PER STATE PLANE EAST (NAD 83) COORDINATE SYSTEM AND ARE BASED ON THE NORTH LINE OF THE SUBDIVISION OF SECTION 18 OF INDIAN RIVER PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 83 BEING N 76°16'11" E.
3. THIS SKETCH AND DESCRIPTION IS VALID ONLY WHEN SIGNED AND SEALED.
4. PURSUANT TO "O & E REPORT" BY NEW REVELATIONS, INC. DATED 8/23/18 FILE No. 18-1539-A THE FOLLOWING ITEMS WERE REVIEWED;
 1. O.R. BOOK 237, PAGE 640; AN AGREEMENT THAT DOES NOT ENCUMBER THE SUBJECT PARCEL.
 2. O.R. BOOK 927, PAGE 205; A RESOLUTION VACATING ROADS NORTH OF AURANTIA ROAD IN THE REPLAT OF INDIAN RIVER PARK AS RECORDED IN PLAT BOOK2, PAGE 107 PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND DOES NOT ENCUMBER THE SUBJECT PARCEL.
5. THIS SKETCH AND DESCRIPTION CERTIFIED CORRECT TO
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY:



Bussen-Mayer Engineering Group

100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885



SCALE:

N.T.S.

PROJECT NO.:

387003A

SECTION 38

TOWNSHIP 20 SOUTH
RANGE 35 EAST

LEGAL DESCRIPTION

PARCEL #803

PARENT PARCEL ID#: 20G-35-18-01-1

PURPOSE: DRAINAGE EASEMENT

EXHIBIT "A"

SHEET 1 OF 3

NOT VALID WITHOUT SHEETS 2, 3 OF 3

THIS IS NOT A SURVEY

DESCRIPTION: PARCEL 803 (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF BLOCK 3 OF THE SUBDIVISION OF SECTION 18 OF INDIAN RIVER PARK A SUBDIVISION OF BERNADO SEGUI GRANT (ALSO KNOWN AS SECTION 38) ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 PAGE 83 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOWNSHIP 20 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF SAID SUBDIVISION OF SECTION 18 OF INDIAN RIVER PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 PAGE 83; THENCE N. 76°16'11" E. ALONG THE NORTH LINE OF SAID NORTH LINE OF PLAT BOOK 2 PAGE 83 A DISTANCE OF 25.04 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF DIXIE WAY, A 50 FOOT WIDE RIGHT OF WAY AS SHOWN ON THE PLAT OF INDIAN RIVER PARK, PLAT BOOK 2, PAGE 83 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S. 16°45'50" E. A DISTANCE OF 20.03 FEET TO A POINT OF THE SOUTH RIGHT-OF-WAY LINE OF WHEELER ROAD (A 40 FOOT WIDE RIGHT-OF-WAY AS SHOWN ON THE PLAT OF INDIAN RIVER PARK); THENCE N. 76°16'11" E., ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N. 76°16'11" E., ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 250.00 FEET; THENCE S. 13°43'49" E. A DISTANCE OF 250.00 FEET; THENCE S. 76°16'11" W. A DISTANCE OF 250.00 FEET; THENCE N. 13°43'49" W. A DISTANCE OF 250.00 FEET TO THE POINT-OF-BEGINNING

CONTAINING 1.43 ACRES (62,500 SQUARE FEET) MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS AND /OR RIGHTS-OF-WAYS OF RECORD


NOTES:

- 1.) SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION.
- 2.) SEE SHEET 3 OF 3 FOR LEGEND, ADDITIONAL NOTES AND ADDITIONAL REVISIONS, IF ANY.

CERTIFICATE:

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


JOSEPH BARRY CABANISS, P.L.S.
FLORIDA SURVEYOR'S CERTIFICATE NO.:
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100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885



DRAWN BY: MRD

CHECKED BY: JBC

PROJECT NO. 387003A

REVISIONS

DATE

DESCRIPTION

DATE: 2018-06-13

DRAWING:
387003-SK02.DWG

SECTION 38
TOWNSHIP 20 SOUTH
RANGE 35 EAST

LEGAL DESCRIPTION

PARCEL #803

PARENT PARCEL ID#: 20G-35-18-01-1

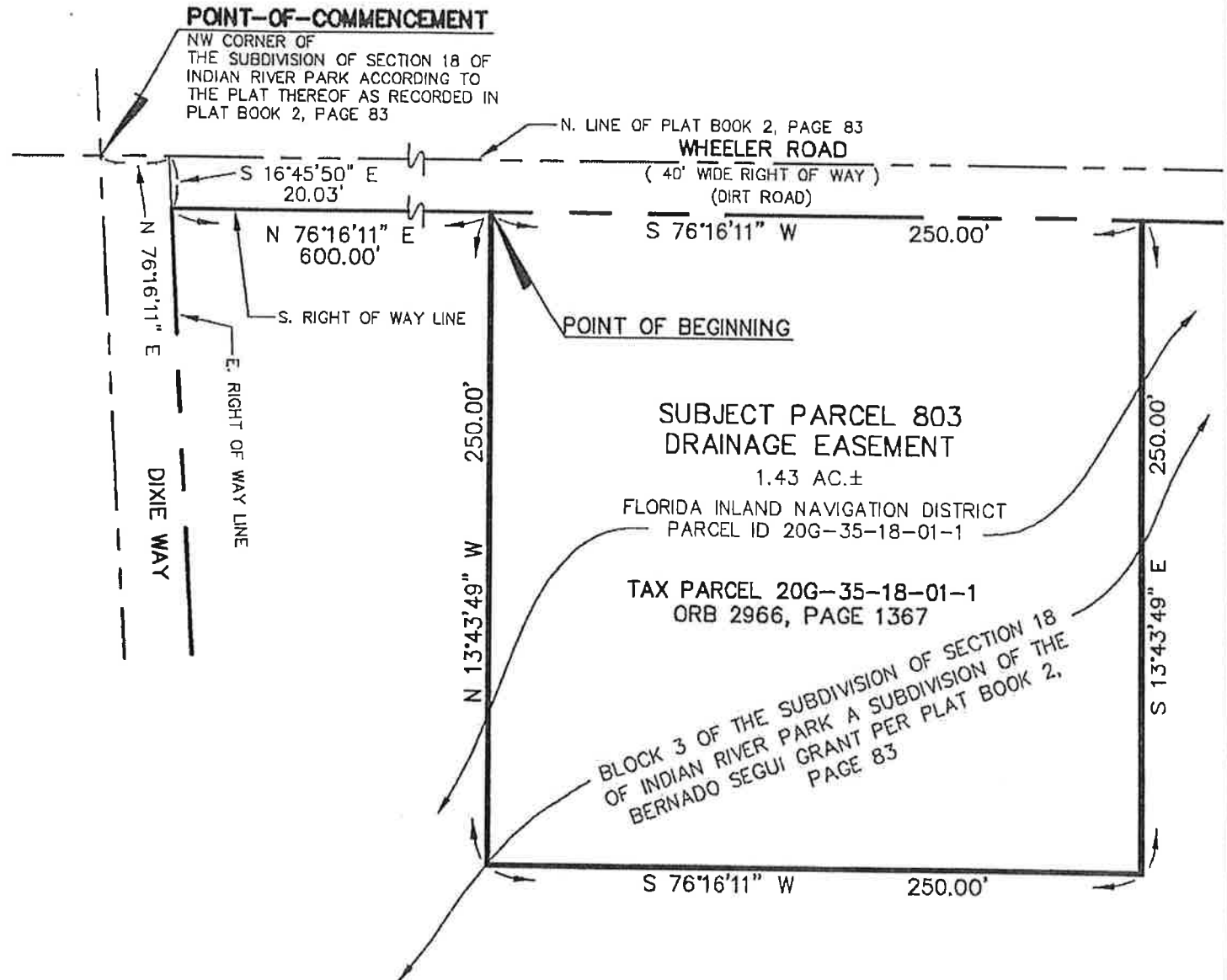
PURPOSE: DRAINAGE EASEMENT

EXHIBIT "A"

SHEET 2 OF 3

NOT VALID WITHOUT SHEETS 1, 3 OF 3

THIS IS NOT A SURVEY



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PREPARED BY:



Bussen-Mayer Engineering Group

100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885

SCALE:

1" = 60'

PROJECT NO.:

387003A

SECTION 38
TOWNSHIP 20 SOUTH
RANGE 35 EAST

LEGAL DESCRIPTION

PARCEL #803

PARENT PARCEL ID#: 20G-35-18-01-1

PURPOSE: DRAINAGE EASEMENT

EXHIBIT "A"

SHEET 3 OF 3

NOT VALID WITHOUT SHEETS 1, 2 OF 3

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LEGEND:

FND.	FOUND	CCR	CERTIFIED CORNER	①	LINE DESIGNATION
COR.	CORNER		RECORD		
C.M.	CONCRETE MONUMENT	W/	WITH		
O.R.B.	OFFICIAL RECORDS BOOK	¢	CENTERLINE		
PB	PLAT BOOK	—W—	GRAPHICS NOT TO		
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R/W	RIGHT-OF-WAY	(N.T.S.)	NOT TO SCALE		
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PRC	POINT-OF-REVERSE	SEC.	SECTION		
	CURVATURE	TWP.	TOWNSHIP		
PT	POINT-OF-TANGENCY	RNG.	RANGE		

NOTES:

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 2. O.R. BOOK 927, PAGE 205; A RESOLUTION VACATING ROADS NORTH OF AURANTIA ROAD IN THE REPLAT OF INDIAN RIVER PARK AS RECORDED IN PLAT BOOK 2, PAGE 107 PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND DOES NOT ENCUMBER THE SUBJECT PARCEL.
 3. O.R. BOOK 934, PAGE 847; A PERPETUAL DRAINAGE EASEMENT AND DOES NOT ENCUMBER THE SUBJECT PARCEL.
 4. O.R. BOOK 4061, PAGE 6799; A RAILROAD CROSSING LICENSE AND DOES NOT ENCUMBER THE SUBJECT PARCEL.
5. THIS SKETCH AND DESCRIPTION CERTIFIED CORRECT TO
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY:



Bussen-Mayer Engineering Group

100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PH. NO.: (321) 453-0010 FAX NO.: (321) 454-8885



SCALE:

N.T.S.

PROJECT NO.:

387003A

SECTION 38

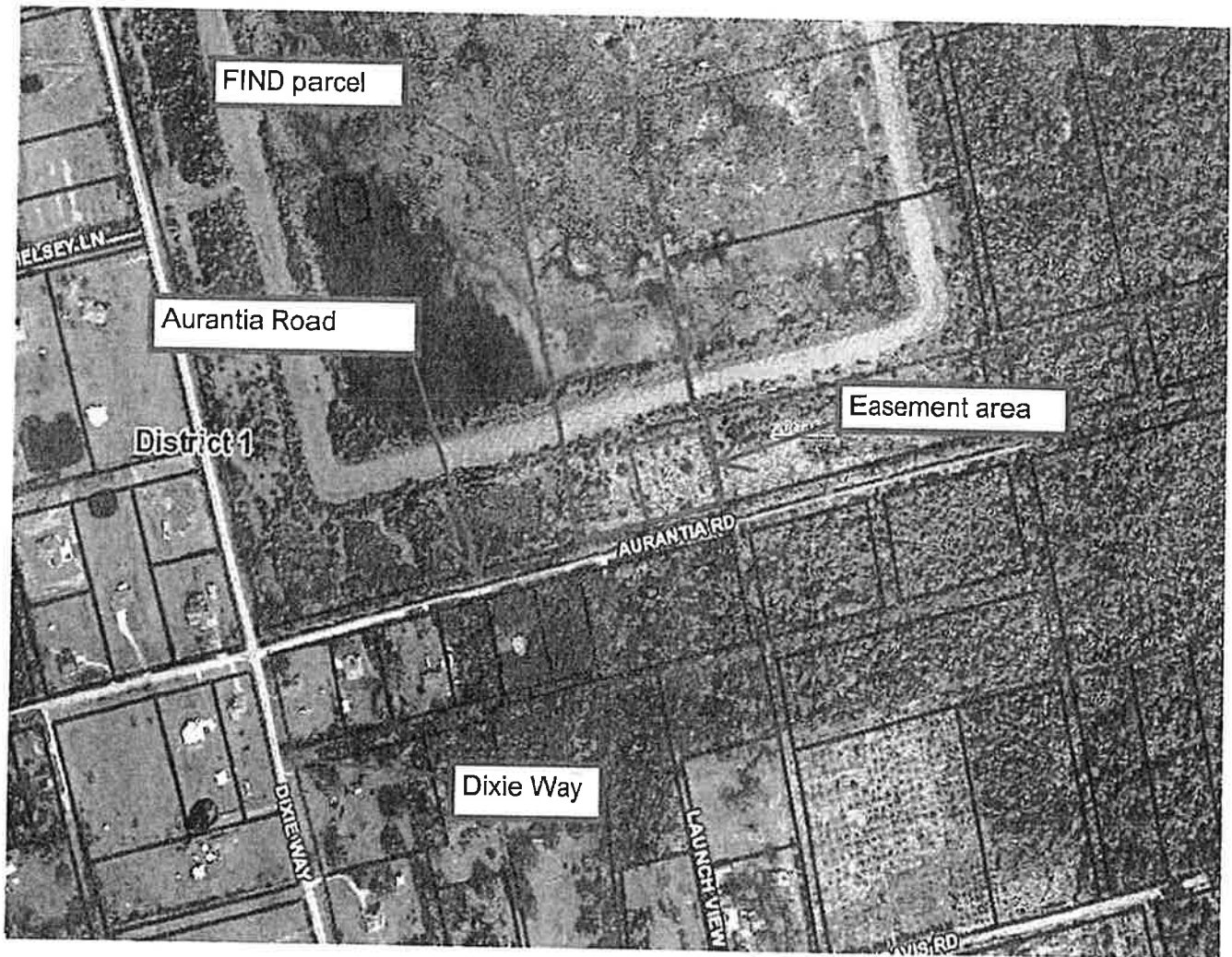
TOWNSHIP 20 SOUTH
RANGE 35 EAST

LOCATION MAP

TWP: 20 RNG: 35 SEC: 38 DISTRICT: 1

STREET NAME: Aurantia Road

OWNER'S NAME: Florida Inland Navigation District (FIND)



LOCATION MAP

TWP: 20 RNG: 35 SEC: 38 DISTRICT: 1

STREET NAME: Wheeler Road

OWNER'S NAME: Florida Inland Navigation District (FIND)

