



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Public Hearing

H.8.

5/21/2024

Subject:

Approval, Re: Resolution, Exchange Agreement, and Utility Easements between Brevard County and A. Duda and Sons, Inc. (Duda) - District 4.

Fiscal Impact:

None

Dept/Office:

Public Works / Land Acquisition / Utility Services Department

Requested Action:

It is requested that the Board of County Commissioners: 1) review and approve the attached Resolution and Exchange Agreement; 2) authorize the Chair to execute the Resolution and Exchange Agreement, and any other documents necessary to effectuate or carryout the exchange; 3) authorize the Chair to execute the attached Utility Easement to Duda and Florida Power and Light Company; and 4) approve and accept the Utility Easement from Duda.

Summary Explanation and Background:

The subject properties are located in Sections 7, 13 and 18, Township 26 South, Range 35 and 36 East, north and south of Charlie Corbeil Way in Viera.

Notice of this Exchange was published from a period beginning April 29, 2024, through May 10, 2024.

The attached Resolution is pursuant to Section 125.37, Florida Statutes, authorizing the exchange of County property for other real property; and providing for an effective date.

Duda has requested a utility easement in favor of Duda and Florida Power and Light Company (FPL) from the County over, under, and across a portion of the County Property having Brevard County Property Appraiser Parcel ID Number 26-36-18-00-3 for the installation of underground electricity lines and related components to provide electrical service to the Duda Benefitted Property having Brevard County Property Appraiser Parcel ID Number 26-35-13-00-1. The County needs a Utility Easement over, under, and across a portion of the Duda Property having Brevard County Property Appraiser ID Numbers 26-36-07-00-1 and 26-36-07-00-750 for the installation of underground reuse lines and related components to serve the County's reuse water plant to provide reuse water services to the residents of Brevard County. Both parties agree that, to reach a mutually beneficial solution, the attached Exchange Agreement and easements are needed.

The User Department approves this request.

This acquisition follows the policies and procedures as set forth in Administrative Order 37 and Section 125.37, Florida Statutes.

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, Exchange Agreement and Utility Easement.



May 22, 2024

MEMORANDUM

TO: Marc Bernath, Public Works Director

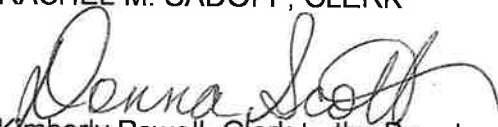
RE: Item H.8., Approval of Resolution, Exchange Agreement, and Utility Easements Between Brevard County and A. Duda and Sons, Inc.

The Board of County Commissioners, in regular session on May 21, 2024, executed and adopted Resolution No. 24-053, authorizing the exchange of County property; authorized the execution of the Exchange Agreement and any other documents necessary to effectuate or carry out the exchange; approved and authorized the execution of the Utility Easements to A. Duda and Sons, Inc. and Florida Power and Light Company (FP&L); and approved and accepted the Utility Easement from A. Duda and Sons, Inc. Enclosed is a fully-executed Resolution, Exchange Agreement, and Utility Easements.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

for 
Kimberly Powell, Clerk to the Board

Encls. (3)

cc: Contracts Administration
Utility Services

RESOLUTION NO. 24-053

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, (COUNTY) PURSUANT TO SECTION 125.37, FLORIDA STATUTES, AUTHORIZING THE EXCHANGE OF COUNTY PROPERTY AND PROPERTY INTERESTS FOR OTHER REAL PROPERTY AND PROPERTY INTERESTS OWNED BY A. DUDA & SONS, INC., A FLORIDA CORPORATION (DUDA).

RECITALS

WHEREAS, the County owns certain real property described in **Exhibit "A"**, which is attached hereto and incorporated herein by this reference ("County Property"); and

WHEREAS, Duda has requested that the County grant an underground electric utility easement over a portion of the County Property to Duda and Florida Power and Light Company (FPL) in order for electricity to be provided to property owned by Duda located directly to the east of the County Property, which is further described in **Exhibit "B"** attached hereto and incorporated herein by this reference ("Duda Benefitted Property"); and

WHEREAS, in exchange for the County easement being granted to Duda and FPL, which is further described in **Exhibit "C"** attached hereto and incorporated herein by this reference ("County Easement Property"), the County will receive a utility easement over a separate property owned by Duda that will enable the County to develop and better operate its reuse water plant and more efficiently run the plant, which is further described in **Exhibit "D"** attached hereto and incorporated herein by this reference ("Duda Easement Property"); and

WHEREAS, the County finds that it holds and possesses the real property in question, that the easement area over the County Property being exchanged with Duda is not needed for County purposes, that the electric utility easement being granted to Duda will not conflict with the County's intended use(s) of its property, that the exchange will allow for greater development within Brevard County, that the exchange will result in increased services to the residents of Brevard County, and that the exchange is in the best interest of the County to, among other things, ensure the plant continues to operate effectively.

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

1. The above recitals are true and correct, and incorporated herein.
2. It is in the best interests of the County for the easement exchange to take place in accordance with the terms and conditions of the Exchange Agreement to be entered into by the Parties, which is incorporated herein by this reference.

3. This Resolution shall take effect immediately upon its adoption. The terms and conditions of the Exchange Agreement shall govern any processes and procedures necessary to effectuate the exchange of easements. County staff is hereby directed to prepare any necessary instruments and to record any documents in order to effectuate the exchange. The Chair is hereby authorized to execute any documents necessary to effectuate the exchange.

DONE, ORDERED, and ADOPTED in Regular Session this 21st day of May, 2024.

ATTEST:

By: 

Rachel Sadoff, Clerk of the Court

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 

Jason Steele, Chair

As approved by the Board on May 21, 2024

Exhibit "A"

Brevard County Parcel

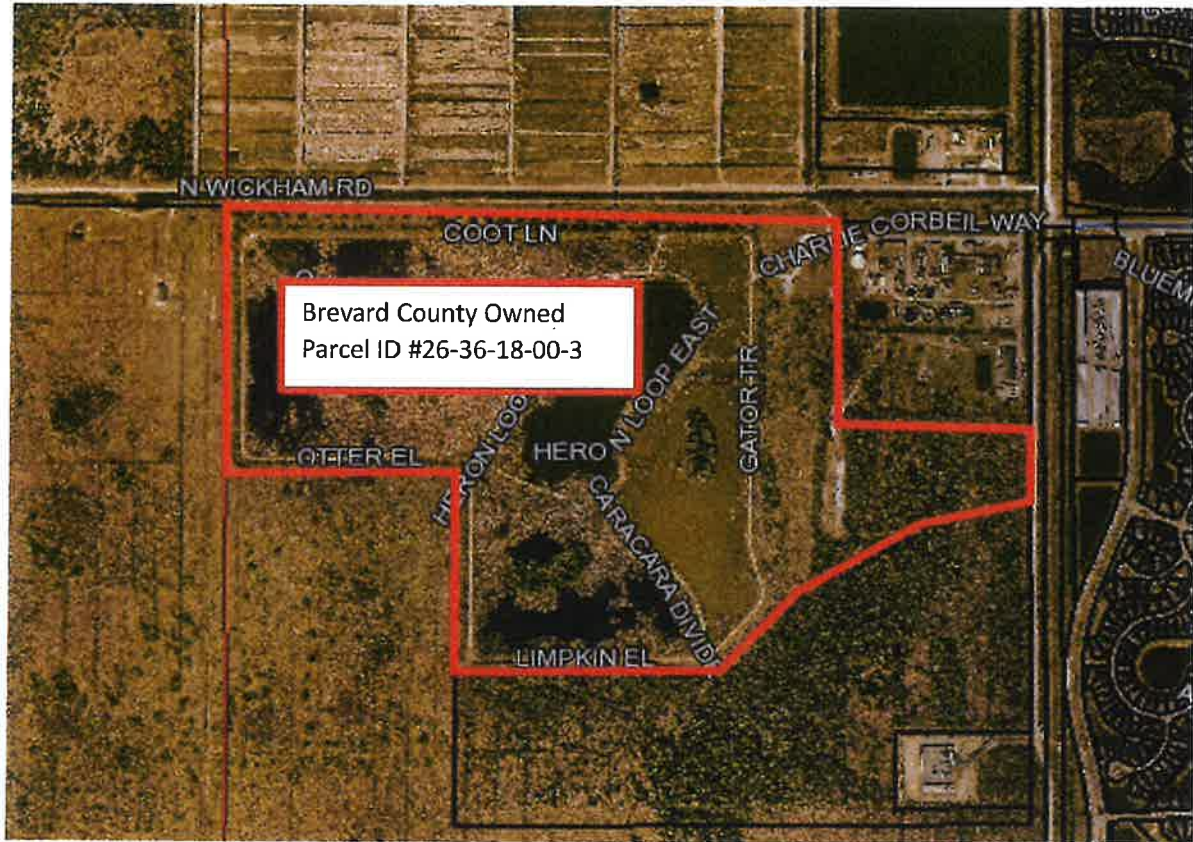
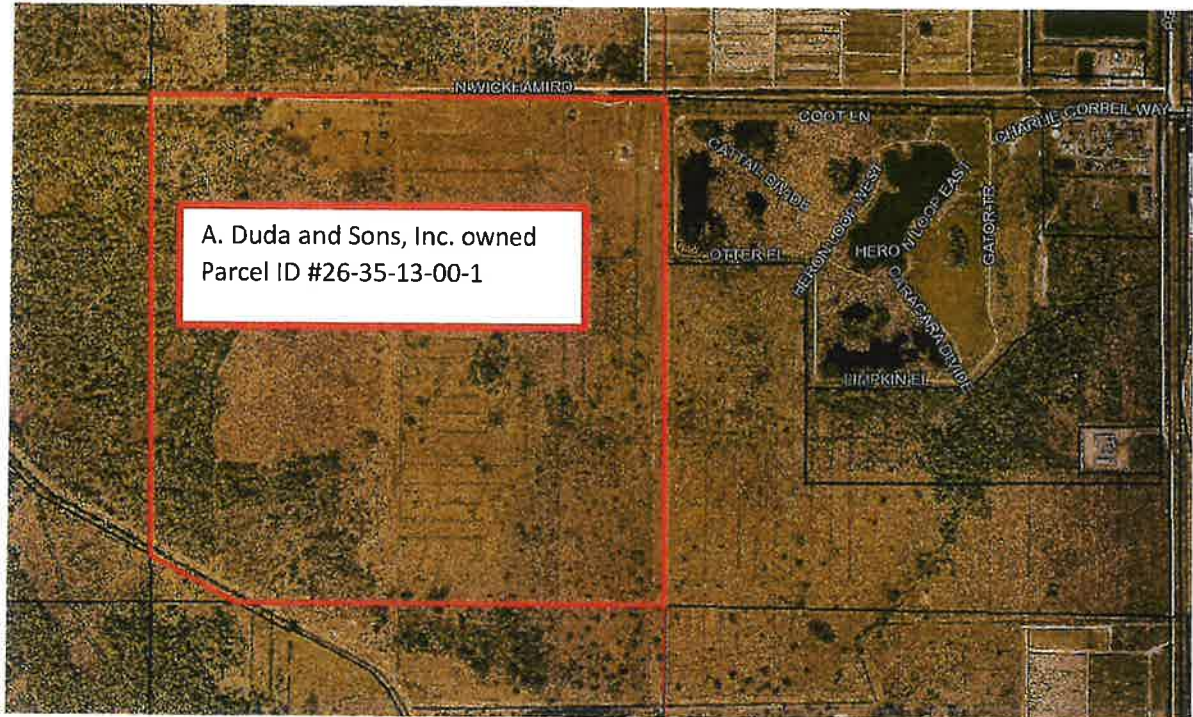


Exhibit "B"

A. Duda and Sons, Inc. Benefited Property



LEGAL DESCRIPTION

PARCEL 802

PARENT PARCEL ID#: 26-36-18-00-3

PURPOSE: UTILITY EASEMENT

EXHIBIT "C"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 802 (PREPARED BY SURVEYOR)

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 36 EAST, IN BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°23'53" EAST, ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 158.88 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°58'38" EAST, 237.60 FEET; THENCE RUN SOUTH 00°01'22" WEST, 5.00 FEET TO A REFERENCE POINT ON THE CENTERLINE OF THE FPL EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 8225 PAGE 2598; THENCE CONTINUE SOUTH 00°01'22" WEST, 5.00 FEET; THENCE RUN NORTH 89°58'38" WEST, 237.52 FEET TO THE WEST LINE OF SAID SECTION 18; THENCE RUN NORTH 00°23'53" WEST, ALONG SAID WEST LINE; 10.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN BREVARD COUNTY, FLORIDA AND CONTAINS 0.055 ACRES (2,375.59 SQUARE FEET) MORE OR LESS.

SURVEYORS NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE SPECIFICALLY BASED ON THE WEST LINE OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 36 EAST AS BEING SOUTH 00°23'53" EAST AS DETERMINED BY THEIR COORDINATE VALUES PER SAID FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE.
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (6) THIS SKETCH & DESCRIPTION COMPLIES WITH FLORIDA CHAPTER 5J-17, F.A.C. AND BREVARD COUNTY PUBLIC WORKS FINANCE AND CONTRACTS ADMINISTRATION CHECKLIST.



Digitally signed
by David A
White

Date: 2023.04.27
11:18:59 -04'00'

PREPARED FOR AND CERTIFIED TO:
BREVARD COUNTY BOARD OF COMMISSIONERS

DAVID A. WHITE, PSM 4044
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY:

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

DRAWN BY: R.J.G.

CHECKED BY: D.A.W.

PROJECT NO. 23-027 SKOD-C3D.dwg

SECTION 18

REVISIONS

DATE

DESCRIPTION

TOWNSHIP 26 SOUTH
RANGE 36 EAST

DATE: MARCH, 23 2018

SHEET: 1 OF 2

04-27-2023

ADDRESS COMMENTS

SKETCH OF DESCRIPTION

PARCEL 802

PARENT PARCEL ID#: 26-36-18-00-3

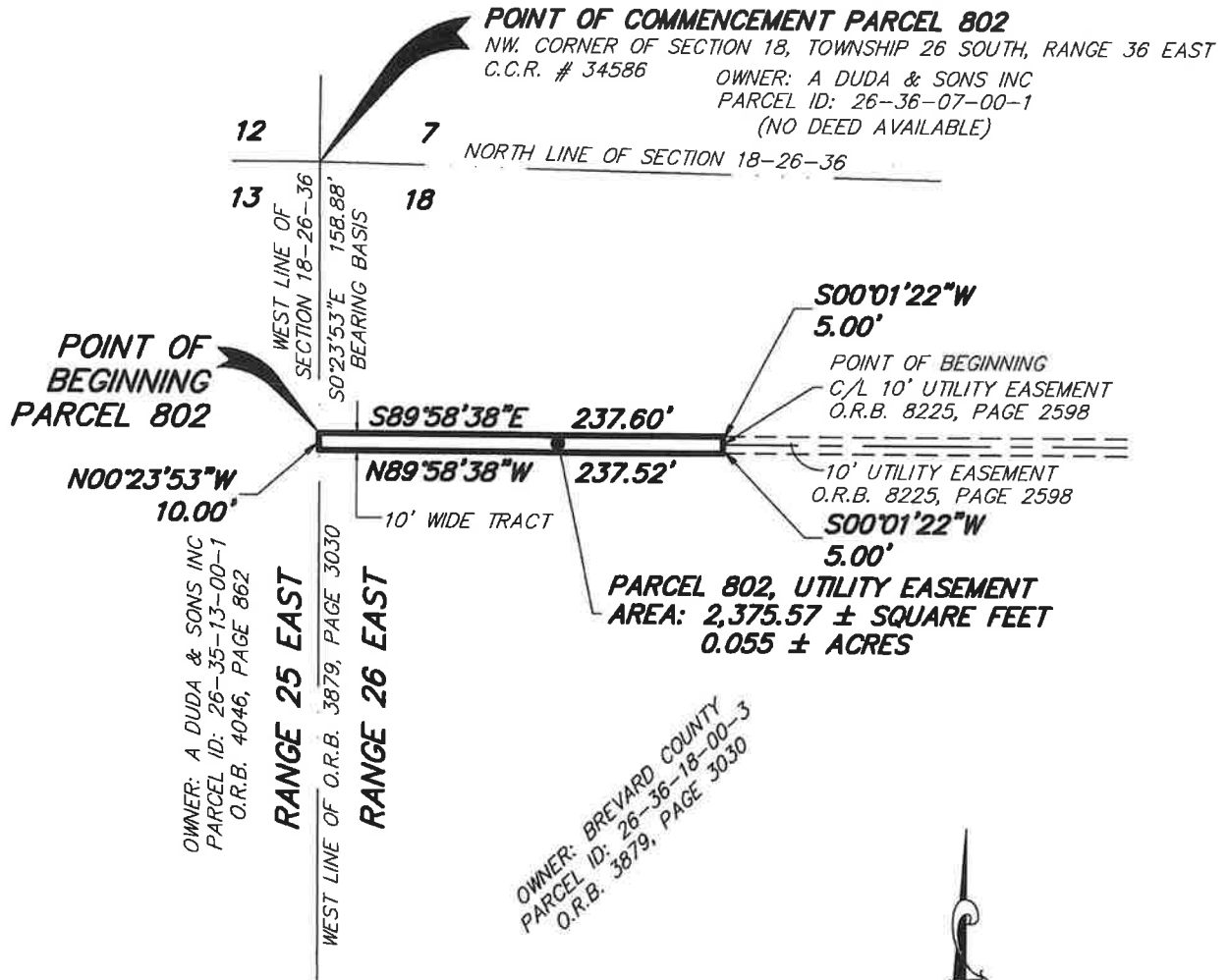
PURPOSE: UTILITY EASEMENT

EXHIBIT "C"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY



PREPARED BY:

PEC

SURVEYING AND MAPPING, LLC

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
WWW.PECONLINE.COM

SCALE:

1"=100'

PROJECT NO.:

23-027 SKOD-C3D.dwg

SECTION 18

TOWNSHIP 26 SOUTH
RANGE 36 EAST

LEGAL DESCRIPTION

PARCEL 801

PARENT PARCEL ID#: 26-36-07-00-1
26-36-07-00-750

PURPOSE: UTILITY EASEMENT

EXHIBIT "D"

SHEET 1 OF 4

NOT VALID WITHOUT SHEET 2 THROUGH 4 OF 4

THIS IS NOT A SURVEY

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

A 30 FOOT WIDE STRIP OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 36 EAST AND BEING A PART OF THE LANDS DESCRIBED IN DEED BOOK 378 PAGE 208 AND OFFICIAL RECORDS BOOK 5262 PAGE 3836 BREVARD COUNTY, FLORIDA, THE CENTERLINE OF WHICH IS BEING DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT THE SOUTHEAST CORNER OF SAID SECTION 7 AND PROCEED NORTH 88°41'16" WEST ALONG THE SOUTH LINE OF SAID SECTION 7 A DISTANCE OF 1,382.01 FEET TO A POINT LYING ON THE SOUTHERLY PROLONGATION OF A LINE PARALLEL WITH AND 100.00 FEET EAST OF THE WEST LINE OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5262 PAGE 3836 PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE BEARING NORTH 00°03'31" WEST A DISTANCE OF 670.97 FEET TO THE INTERSECTION WITH THE NORTH LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 5262 PAGE 3836 AND THE POINT OF TERMINATION OF THE CENTERLINE OF THE DESCRIBED EASEMENT. CONTAINING 20,129 SQUARE FEET OR 0.46 ACRES MORE OR LESS.

O&E REPORT

NEW REVELATIONS, INC. FILE NUMBER: 23-1309-A & 23-1309-B

SEARCHED FROM: 10/07/1953 THROUGH EFFECTIVE DATE: 10/01/2023

OWNER OF RECORD:

DUDA & SONS, INC., A FLORIDA CORPORATION

VESTED BY:

DEED RECORDED IN DEED BOOK 378, PAGE 208.

LESS AND EXCEPT DEED RECORDED IN OFFICIAL RECORDS BOOK 4203, PAGE 2463

PARENT TRACT LEGAL DESCRIPTION: DEED BOOK 378 PAGE 208 & OFFICIAL RECORDS BOOK 5262 PAGE 3836

EASEMENTS AND EXCEPTIONS:

RIGHT-OF-WAY AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 97, PAGE 646 (DOES NOT AFFECT THE SUBJECT PARCEL, SHOWN ON SKETCH).

EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2955, PAGE 1168 (DOES NOT AFFECT THE SUBJECT PARCEL, SHOWN ON SKETCH).

EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2955, PAGE 1170 (DOES NOT AFFECT THE SUBJECT PARCEL, NOT SHOWN).

AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 4203, PAGE 2450 (TWO PARCELS DESCRIBED, NORTH PARCEL AFFECTS THE SUBJECT PARCEL AND IS SHOWN ON THE SKETCH, SOUTH PARCEL DOES NOT AFFECT THE SUBJECT PARCEL AND IS NOT SHOWN).

EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 4203, PAGE 2492 (AFFECTS THE PARENT TRACT, DOES NOT AFFECT THE SUBJECT PARCEL, NOT SHOWN ON SKETCH).

EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 5262, PAGE 3843 (AFFECTS THE PARENT TRACT, DOES NOT AFFECT THE SUBJECT PARCEL, NOT SHOWN ON SKETCH).

EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 5262, PAGE 3851 (AFFECTS THE SUBJECT PARCEL, SHOWN ON SURVEY)

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY: ISS SURVEYING

LB NO. 8459

ADDRESS: 7175 MURRELL RD, MELBOURNE, FL 32940

PHONE: 321-622-4646

kurt stafflinger

ON FILE: 1/10/2023
ON FILE: 1/10/2023
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ON FILE: 1/10/2023



KURT STAFFLINGER, PSM 5496
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

DRAWN BY: KS

CHECKED BY: CS

PROJECT NO. BRV035

REVISIONS

DATE

DESCRIPTION

DATE: 08/28/2023

DRAWING:
BRV035-BRV-CO-UTIL-ESMT

2/29/24

AS REQUESTED

SECTION 7

TOWNSHIP 26 SOUTH

RANGE 36 EAST

LEGAL DESCRIPTION

PARCEL 801

PARENT PARCEL ID#: 26-36-07-00-1
26-36-07-00-750

EXHIBIT "D"

SHEET 2 OF 4

NOT VALID WITHOUT SHEET 1, 3 AND 4 OF 4

THIS IS NOT A SURVEY

SURVEYORS NOTES:

1. THIS IS A LEGAL DESCRIPTION WITH A SKETCH AS DEFINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION HEREIN.
2. THE BEARINGS SHOWN HEREON SPECIFICALLY BASED ON SOUTH LINE OF SECTION 7 TOWNSHIP 26 SOUTH RANGE 36 EAST. SAID BEARING OF THE SOUTH LINE OF SAID SECTION 7 BEARS NORTH 88°41'16" WEST, AN ASSUMED BEARING BASIS.
3. THE TAX PARCEL NUMBERS SHOWN WERE TAKEN FROM THE BREVARD COUNTY PROPERTY APPRAISER'S WEB SITE AND DEPICT TAX PARCEL NUMBERS AS SHOWN AND DESCRIBED ON SAID WEB SITE AT TIME OF PREPARATION OF SKETCH AND LEGAL SHOWN HEREIN.
4. NO OPINION OF TITLE, OWNERSHIP, OR UNDERWRITTEN RIGHTS IS EXPRESSED OR IMPLIED BY SURVEYOR.

5. REFERENCE MATERIAL:

A:ORB 8751 PAGE 252
B:ORB 7770 PAGE 1523
C:ORB 5262 PAGE

ABBREVIATIONS:

C/L = CENTERLINE
POC = POINT OF COMMENCEMENT
PU&DE = PUBLIC UTILITY AND
DRAINAGE EASEMENT
L = ARC LENGTH
COR = CORNER

ORB = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
POB = POINT OF BEGINNING
R = RADIUS
TYP = TYPICAL
R/W = RIGHT OF WAY
PG = PAGE
POT = POINT OF TERMINATION

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY: ISS SURVEYING

LB NO. 8459

ADDRESS: 7175 MURRELL RD, MELBOURNE, FL 32940

PHONE: 321-622-4646

DRAWN BY: KS

CHECKED BY: CS

PROJECT NO. BRV035

REVISIONS

DATE

DESCRIPTION

SECTION 7

TOWNSHIP 26 SOUTH

RANGE 36 EAST

DATE: 08/28/2023

DRAWING:

BRV035-BRV-CO-UTILITY-ESMT

SKETCH OF DESCRIPTION

EXHIBIT "D"

SHEET 3 OF 4

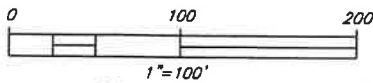
NOT VALID WITHOUT SHEET 1, 2 AND 4 OF 4

THIS IS NOT A SURVEY

PARCEL 801

PARENT PARCEL ID#: 26-36-7-00-1
PARENT PARCEL ID#: 26-36-7-00-750
PURPOSE: UTILITY EASEMENT

PARCEL ID:
26-36-07-00-2
ORB 4203 PG 2463
SCRWS WETLAND
NORTH AREA



NORTH LINE ORB 5262 PG 3836

E LINE
SCRWS WETLANDS NORTH AREA
ORB 4203 PG 2450 &
ORB 4203 PG 2463

ORB 5262, PG 3836
PARCEL ID: 26-36-07-00-750

SEE SHEET 4 OF 4
MATCHLINE

S LINE
SCRWS WETLANDS NORTH AREA
ORB 4203 PG 2450

S LINE
ORB 4203 PG 2463

EAST LINE ORB 5262 PG 3836
N00°26'18"W 321.09'

ORB 4203 PG 2463
PARCEL ID: 26-36-07-00-2

110' WIDE FLORIDA POWER &
LIGHT EASEMENT ORB 97 PG 646
EAST LINE SECTION 7 T26S R36E

PARCEL: 26-36-07
00-1 REMAINDER
DB 378, PG 208

N88°41'16"W 1185.15'
SOUTH LINE ORB 5262 PG 3836

50' WIDE DRAINAGE EASEMENT
ORB 5456 PG 7661 & ORB 4060 PG 1872

N88°41'16"W 149.27'

ORB 4203 PG 2473
FOUR MILE CANAL

100' WIDE DRAINAGE
EASEMENT ORB 3249
PG 603 & ORB 4195 PG 1824

REMAINDER OF DB 378 PG 208
PARCEL ID: 26-36-07-00-1

POC

PARCEL 801
SE CORNER SECTION 7
TWP 26S, RNG 36E

ACCESS EASEMENT
ORB 5262 PG 3794 & ORB 5262 PG 3851

SOUTH LINE SECTION 7 T26S R36E

N88°41'16"W

1382.01'

BASIS OF BEARING LINE

ORB 2951, PG 1574
PARCEL ID: 26-36-18-00-2

7 8
18 17

PREPARED BY: ISS SURVEYING
LB NO 8459
ADDRESS: 7175 MURRELL RD, MELBOURNE, FL 32940
PHONE: 321-622-4646

SCALE:
1"=100'
PROJECT NO.:
BRV035

SECTION 7
TOWNSHIP 26 SOUTH
RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL 801

PARENT PARCEL ID#: 26-36-7-00-1
 PARENT PARCEL ID#: 26-36-7-00-750
 PURPOSE: UTILITY EASEMENT

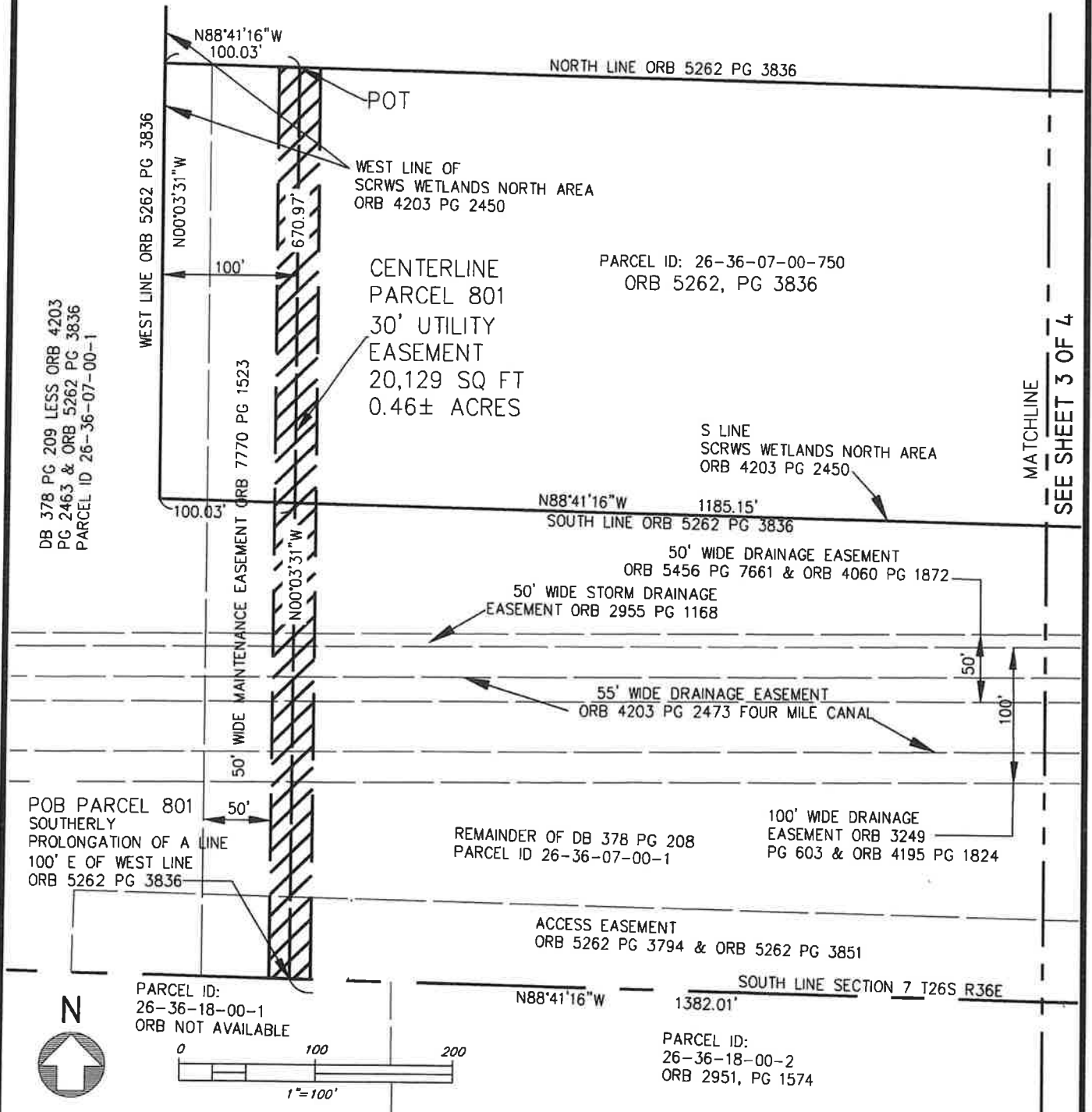
PARCEL ID:
 26-36-07-00-2
 SCRWS WETLANDS NORTH AREA
 ORB 4203 PG 2463

NOT VALID WITHOUT SHEET 1 THROUGH 3 OF 4

THIS IS NOT A SURVEY

EXHIBIT "D"

SHEET 4 OF 4



PREPARED BY: ISS SURVEYING
 LB NO. 8459
 ADDRESS: 7175 MURRELL RD, MELBOURNE, FL 32940
 PHONE: 321-622-4646

SCALE:
 1"=100'
 PROJECT NO.:
 BRV035

SECTION 7
 TOWNSHIP 26 SOUTH
 RANGE 36 EAST

EASEMENT EXCHANGE AGREEMENT

This Easement Exchange Agreement (this "**Agreement**") is made and entered into on the last date signed below by and between the following parties: Brevard County, Florida, a political subdivision of the State of Florida (the "**County**"), whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940; A. Duda & Sons, Inc., a Florida corporation ("**Duda**"), whose address is 7380 Murrell Road, Suite 201, Viera, Florida 32940. "**Party**" or "**Parties**" means the parties to this Agreement, individually or collectively as indicated in the context by which it appears.

RECITALS

WHEREAS, the County owns that certain property having Brevard County Property Appraiser Parcel ID Number 26-36-18-00-3 (the "**County Property**"); and

WHEREAS, the County Property is adjacent to, and due east of, the property of Duda having Brevard County Property Appraiser Parcel ID Number 26-35-13-00-1 (the "**Duda Benefitted Property**");

WHEREAS, the locations of the County Property and the Duda Benefitted Property are graphically depicted in Exhibit A attached hereto and incorporated herein by this reference.

WHEREAS, Duda has requested an easement in favor of Duda and Florida Power & Light Company ("**FPL**") over, under, and across a portion of the County Property, more particularly identified and described in Exhibit B attached hereto and incorporated herein by this reference (the "**County Easement Property**"), for the installation of underground electricity lines and related components to provide electrical service to the Duda Benefitted Property (the "**Duda Utility Easement**"); and

WHEREAS, the County has agreed to grant the Duda Utility Easement to Duda and FPL in exchange for receiving the "**County Utility Easement**" defined below, subject to the terms and conditions of this Agreement; and

WHEREAS, in exchange for the County agreeing to grant the Duda Utility Easement over the County Easement Property to Duda and FPL, the County will receive an easement over the property of Duda being portions of the properties having Brevard County Property Appraiser Parcel ID Numbers 26-36-07-00-1 and 26-36-07-00-750 and more particularly described in EXHIBIT C, attached hereto and incorporated herein by this reference (the "**Duda Easement Property**"), for the installation of underground reuse lines and related components to serve the County's reuse water plant near the Duda Easement Property and provide reuse water services to residents in Brevard County (the "**County Utility Easement**"); and

WHEREAS, the Brevard County Board of County Commissioners ("**Board**") finds that the County Utility Easement will enable the County to develop and better operate its reuse water plant, more efficiently run the plant, and that granting the Duda Utility Easement to Duda and

FPL to accommodate electricity service to the Duda Benefitted Property will allow for greater development within the County; and

WHEREAS, the Board finds that this Agreement, including the exchange of easements, will not adversely impact the County's intended use of or purpose for the County Easement Property and that the exchange of easements will be in the best interest of the public; and

WHEREAS, both Parties desire to effectuate an exchange of easements affecting the County Easement Property and the Duda Easement Property in accordance with the provisions set forth in Section 125.37, Florida Statutes, and on the terms as set forth herein.

NOW, THEREFORE, in consideration of the promises, covenants and conditions set forth in this Agreement, as set forth below, the Parties do agree as follows:

1. Recitals. The recitals set forth above are incorporated by reference into this Agreement and the matters set forth in those recitals are true and correct.

2. Contract to Pursue Exchange and Granting of Easements. The Parties, in consideration of the mutual covenants and promises set forth in this Agreement and other valuable consideration, the sufficiency of which is hereby acknowledged, hereby agree to an exchange of easements whereby the County grants the Duda Utility Easement over, under, and across the County Easement Property, and Duda grants the County the County Utility Easement over, under, and across the Duda Easement Property (the "**Easement Exchange**"), on the terms and conditions set forth in this Agreement:

a. **Public Hearing and Notice Requirements.** The Parties acknowledge that the Easement Exchange contemplated in this Agreement complies with the procedural requirements of Section 125.37, Florida Statutes.

b. In order to effectuate the Easement Exchange, the Board finds that the County holds and possesses the County Property, that the County Easement Property is not needed for County purposes, and that the exchange of the County Easement Property for the Duda Easement Property is in the best interest of the County to achieve County purposes.

c. The Parties acknowledge that the Board approved this Agreement at a public hearing, in its sole discretion. The Parties agree that time is of the essence in processing the exchange of easements, and that the Parties shall expeditiously cooperate to arrange for the exchange to occur.

d. **Effective Date.** The effective date of this Agreement is the last date signed by the Parties.

e. **Execution of Easement Agreements.** Upon the approval of this Agreement by both Parties, the Parties will execute an easement agreement for the Duda Utility Easement over the County Easement Property and an easement agreement for the County Utility Easement over the Duda Easement Property within thirty (30) days of the Effective Date of this Agreement. Such easement

agreements shall be recorded contemporaneously within the 30-day timeframe, unless such time frame is extended in writing by mutual agreement of the Parties. Duda shall pay the recording fee applicable to the Duda Utility Easement and the County shall pay the recording fee applicable to the County Utility Easement. The easement agreement for the Duda Utility Easement, in substantial form, is set forth in EXHIBIT D attached hereto and incorporated herein by this reference. The easement agreement for the County Utility Easement, in substantial form, is set forth in EXHIBIT E attached hereto and incorporated herein by this reference.

f. The Chair of the Board is hereby authorized to execute any and all documents necessary for the County to carry out this Agreement and effectuate the exchange of easements.

g. Duda shall be responsible for all closing costs, recording costs, and costs for publishing the required statutory notice(s) of the exchange, as well as the preparation and recording of the documents necessary to complete the exchange.

3. Definitions and Conditions.

a. Time is of the Essence in this Agreement. Unless expressly stated otherwise, all time periods herein shall be calculated using calendar days. For purposes of this Agreement, any time period that falls on a Saturday, Sunday or legal holiday under laws of the State of Florida, will be extended to the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time in Brevard County, Florida.

b. Each Party acquiring an easement as a part of this Agreement shall receive the applicable easement property in "as-is" condition.

c. Neither Party shall have the right to assign, transfer or assume this Agreement, or any portion of the duties and responsibilities of this Agreement, without the other Party's prior written consent. However, each easement shall run with the land upon which it encumbers and is binding on and shall inure to the benefit of each Party and their respective heirs, legal representatives, successors, and assigns.

d. Each Party's respective easement rights relating to the Duda Utility Easement or the County Utility Easement shall be subject to: (1) comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; and (2) other matters of public record.

4. Occupancy; Brokers; Warranties.

a. Duda and the County represent to the other that, with respect to its respective property, there are no other occupants in possession of such property except itself and that there is no brokerage commission or like fee compensation due to any party with respect to the Easement Exchange contemplated herein.

b. Each Party warrants that the person signing this Agreement on behalf of each respective Party has all necessary authority to sign and bind the Party.

c. Each Party warrants that it is not a foreign person or foreign entity within the meaning of Section 1445(f) of the Internal Revenue Code.

d. Duda and the County each respectively represent and warrant to the other that there are no leases, contracts or agreements encumbering their respective Easement Exchange property that would prohibit the free exercise of the easement rights being granted by such Party as a part of the Easement Exchange. Each Party shall not enter into any new leases, contracts, or agreements impacting their respective Easement Exchange property that would prohibit the free exercise of the easement rights being granted by such Party as a part of this Agreement.

e. Duda and the County each respectively represent and warrant to the other that to the best of its knowledge, no hazardous substance or toxic waste are or have been stored upon, or contaminate, their respective Easement Exchange property, nor are any hazardous substances or toxic waste or other pollutants contained upon or under the such property or being discharged from such property directly or indirectly into any body of water; and that there are no underground tanks located on or under the such property.

f. Both Parties warranties and representations shall be true and correct as of the date hereof and shall survive the execution and recording of the easement agreements for the Easement Exchange.

7. Failure of Performance; Extensions: The Parties understand and acknowledge that this Agreement must be approved or disapproved by the Board in its sole discretion during a public meeting. If this Agreement is not approved, then neither party shall have any further rights, the Easement Exchange shall not take place, and this Agreement shall be null and void. If a Party fails to perform this Agreement once executed and within the applicable times specified herein, the other Party may proceed in equity to enforce its rights under this Agreement. Any timeframes specified in this Agreement may be extended upon written agreement executed by the duly authorized representative of each Party.

8. Notices. Any notice to be delivered to either Party under this Agreement or by any statute, decision, or rule of law shall be in writing and may be served personally or sent by registered or certified mail until a different address is furnished in writing addressed as follows:

A. DUDA & SONS, INC.
c/o Legal Department
7380 Murrell Road, Suite 201
Viera, Florida 32940

BREVARD COUNTY:
c/o Land Acquisition
2725 Judge Fran Jamieson Way, Building A
Viera, Florida 32940

Any such notice, if necessary, shall be deemed given as of the date delivered, if served personally, or as of the date post-marked when deposited in any Post Office Box regularly maintained by the United States Postal Service, if mailed.

9. Miscellaneous.

- a. The terms, conditions, warranties, covenant, and obligations contained in this Agreement shall in every case apply to and be binding on the Parties and their respective successors and assigns. Nothing in this Agreement shall be interpreted to create any cause(s) of action for any third parties not a party to this Agreement, except for each Party's successors and assigns.
- b. This Agreement shall be interpreted under the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be in Brevard County, Florida. **THE PARTIES AGREE ANY TRIAL SHALL BE NON-JURY AND THAT EACH HEREBY WAIVES ANY RIGHT TO A JURY TRIAL.** Except as outlined in Paragraph 9.h. below, in the event of any litigation to enforce, interpret, or construe this Agreement, the Parties agree that each Party shall bear its own attorney's fees and costs.
- c. The section and paragraph headings given throughout this Agreement have been inserted only for convenience in reference and in no way limit, describe, or define the scope of this Agreement or any sections, paragraphs, or provisions thereof.
- d. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
- e. This Agreement contains the entire Contract of the Parties. Each Party acknowledges that it has been advised, or has had the opportunity to be advised, by its own counsel with respect to the transaction governed by this Agreement. Consequently, this Agreement shall not be more strictly or more harshly construed against either Party as the drafter. There are no oral understandings, terms, or conditions and neither party has relied upon any representations, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement. No modification to or change in this Agreement shall be valid or binding upon the Parties unless in writing and executed by the Parties.
- f. This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same Agreement. A facsimile or similar electronic transmission of a counterpart signed by a party hereto shall be regarded as an original signed by such party for all purposes.

g. Each Party, without further consideration, shall take such action, execute and deliver such documents as the other may reasonably request to correct or effectuate the purpose of this Agreement.

h. Public Records. Pursuant to Chapter 119, Florida Statutes, 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 Duda of the request and Duda must provide the records to the County or allow the records to be inspected or copied within forty-eight hours (excluding weekends and legal holidays) of the request so that the County can comply with the requirements of Chapter 119, Florida Statutes.

If Duda fails to provide the requested public records to the County within a reasonable time, Duda may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Duda'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 Duda's possession and control, Duda agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. Duda shall hire and compensate attorney(s) to represent Duda and County in defending such action. Duda shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12, Florida Statutes.

Upon the assignment of Duda's rights and obligations under this Agreement to any other party, that other party shall be responsible for the obligations under this paragraph and Duda shall be released from further obligation under this paragraph except that Duda shall have the continuing obligations provided above as to the records generated or used by Duda prior to the assignment unless Duda transfers such records to the other party for compliance with this paragraph.

IF DUDA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DUDA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: BREVARD COUNTY UTILITY SERVICES DEPARTMENT, 2725 JUDGE FRAN JAMIESON WAY, A-213, VIERA, FL 32940; (321) 633-2091; PUBLICRECORDSREQUEST@BREVARDFL.GOV.

i. Right to Audit Records. In performance of this Agreement, Duda 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 Duda 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. Duda 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 Chapter 119, Florida Statutes. It will be Duda's duty to identify any information in records created by Duda 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 Duda 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. Duda 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 Duda does not transfer the records to a successor or assign, or the County. Duda shall specifically identify what statutory provisions apply to records or information claimed to be confidential and/or exempt from disclosure.

j. Sovereign Immunity. Nothing contained in this Agreement shall be construed as a waiver of the 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. This indemnification shall survive the conclusion, expiration, or termination of this Agreement.

IN WITNESS WHEREOF each Party has caused this Agreement to be executed in its name by its legally authorized representative on the last day and year annotated below.

Witness:

Benjamin E. Wilson
Name Benjamin E. Wilson
Cheryl W. Dixon
Signature Cheryl W. Dixon

DUDA:

A DUDA & SONS, INC.,
a Florida corporation

By: Todd J. Pokrywka
Name: Todd J. Pokrywka
Title: Senior Vice President, Real Estate
Date: April 25, 2024



Attest:

Rachel Sadoff
Rachel Sadoff, Clerk of the Courts

BREVARD COUNTY, FLORIDA

BY: Jason Steele
Jason Steele, Chair

DATE: MAY 21, 2024

Approved as to legal form and content
solely for Brevard County, Florida
BY: Alex Hesse
Deputy County Attorney

As approved by the Board on:
MAY 21, 2024

EXHIBIT A

SKETCH OF THE COUNTY PROPERTY AND THE DUDA BENEFITTED PROPERTY

EXHIBIT "A"

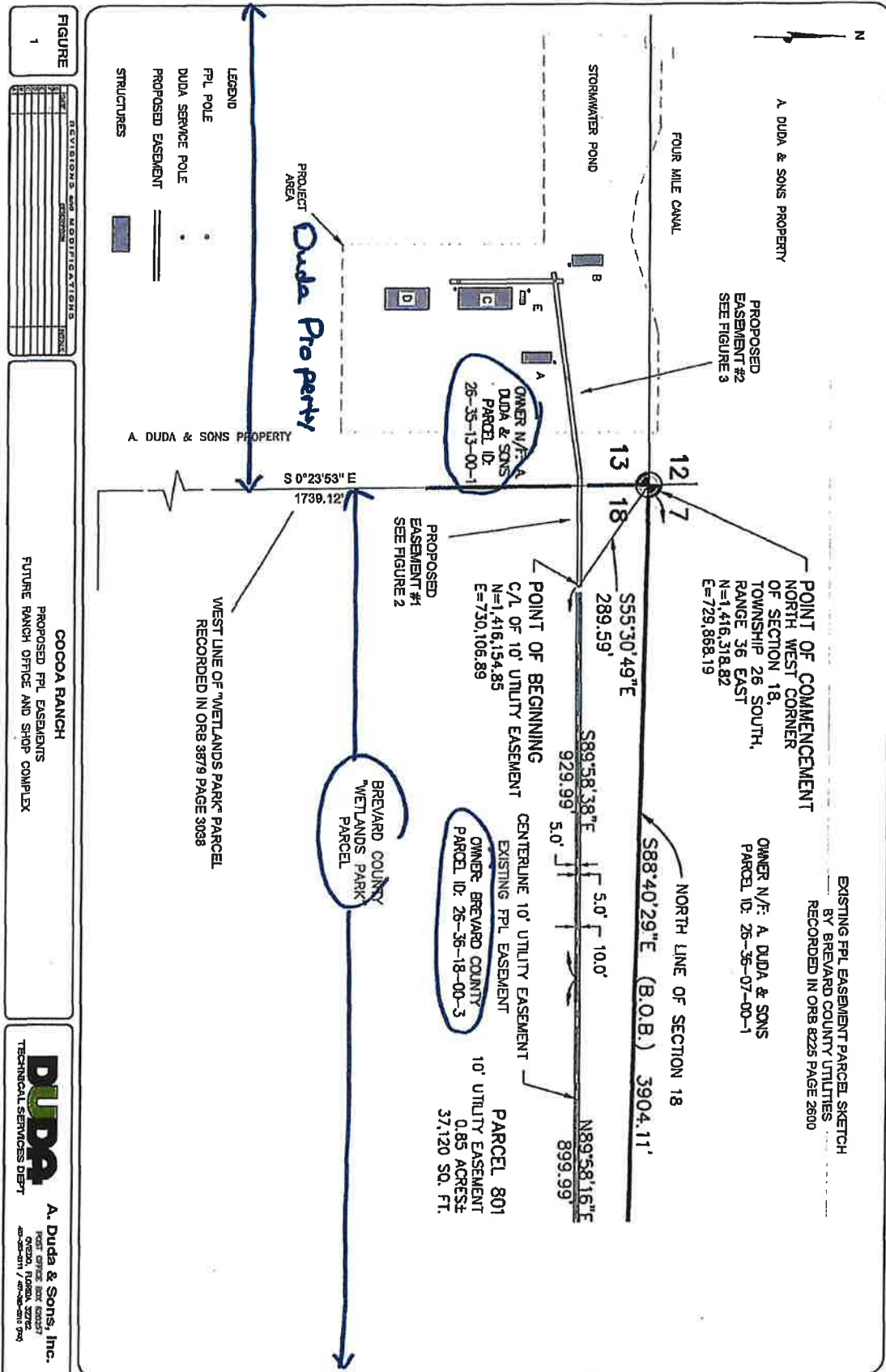


EXHIBIT B

SKETCH AND LEGAL DESCRIPTION OF THE COUNTY EASEMENT PROPERTY

LEGAL DESCRIPTION

PARCEL 802

PARENT PARCEL ID#: 26-36-18-00-3
PURPOSE: UTILITY EASEMENT

EXHIBIT "B"

SHEET 1 OF 2
NOT VALID WITHOUT SHEET 2 OF 2
THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 802 (PREPARED BY SURVEYOR)

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 36 EAST, IN BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°23'53" EAST, ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 158.88 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°58'38" EAST, 237.60 FEET; THENCE RUN SOUTH 00°01'22" WEST, 5.00 FEET TO A REFERENCE POINT ON THE CENTERLINE OF THE FPL EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 8225 PAGE 2598; THENCE CONTINUE SOUTH 00°01'22" WEST, 5.00 FEET; THENCE RUN NORTH 89°58'38" WEST; 237.52 FEET TO THE WEST LINE OF SAID SECTION 18; THENCE RUN NORTH 00°23'53" WEST, ALONG SAID WEST LINE; 10.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN BREVARD COUNTY, FLORIDA AND CONTAINS 0.055 ACRES (2,375.59 SQUARE FEET) MORE OR LESS.

SURVEYORS NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE SPECIFICALLY BASED ON THE WEST LINE OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 36 EAST AS BEING SOUTH 00°23'53" EAST AS DETERMINED BY THEIR COORDINATE VALUES PER SAID FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE.
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (6) THIS SKETCH & DESCRIPTION COMPLIES WITH FLORIDA CHAPTER 5J-17, F.A.C. AND BREVARD COUNTY PUBLIC WORKS FINANCE AND CONTRACTS ADMINISTRATION CHECKLIST.



Digitally signed
by David A
White
Date: 2023.04.27
11:18:59 -04'00'

PREPARED FOR AND CERTIFIED TO:
BREVARD COUNTY BOARD OF COMMISSIONERS

DAVID A. WHITE, PSM 4044
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY:

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
WWW.PECONLINE.COM

| | | | |
|----------------------|--------------------|---------------------------------|-------------------|
| DRAWN BY: R.J.G. | CHECKED BY: D.A.W. | PROJECT NO. 23-027 SKOD-C3D.dwg | SECTION 18 |
| | | REVISIONS | TOWNSHIP 26 SOUTH |
| | | DATE | RANGE 36 EAST |
| | | 04-27-2023 | |
| | | DESCRIPTION | |
| | | ADDRESS COMMENTS | |
| DATE: MARCH, 23 2018 | SHEET: 1 OF 2 | | |

SKETCH OF DESCRIPTION

PARCEL 802

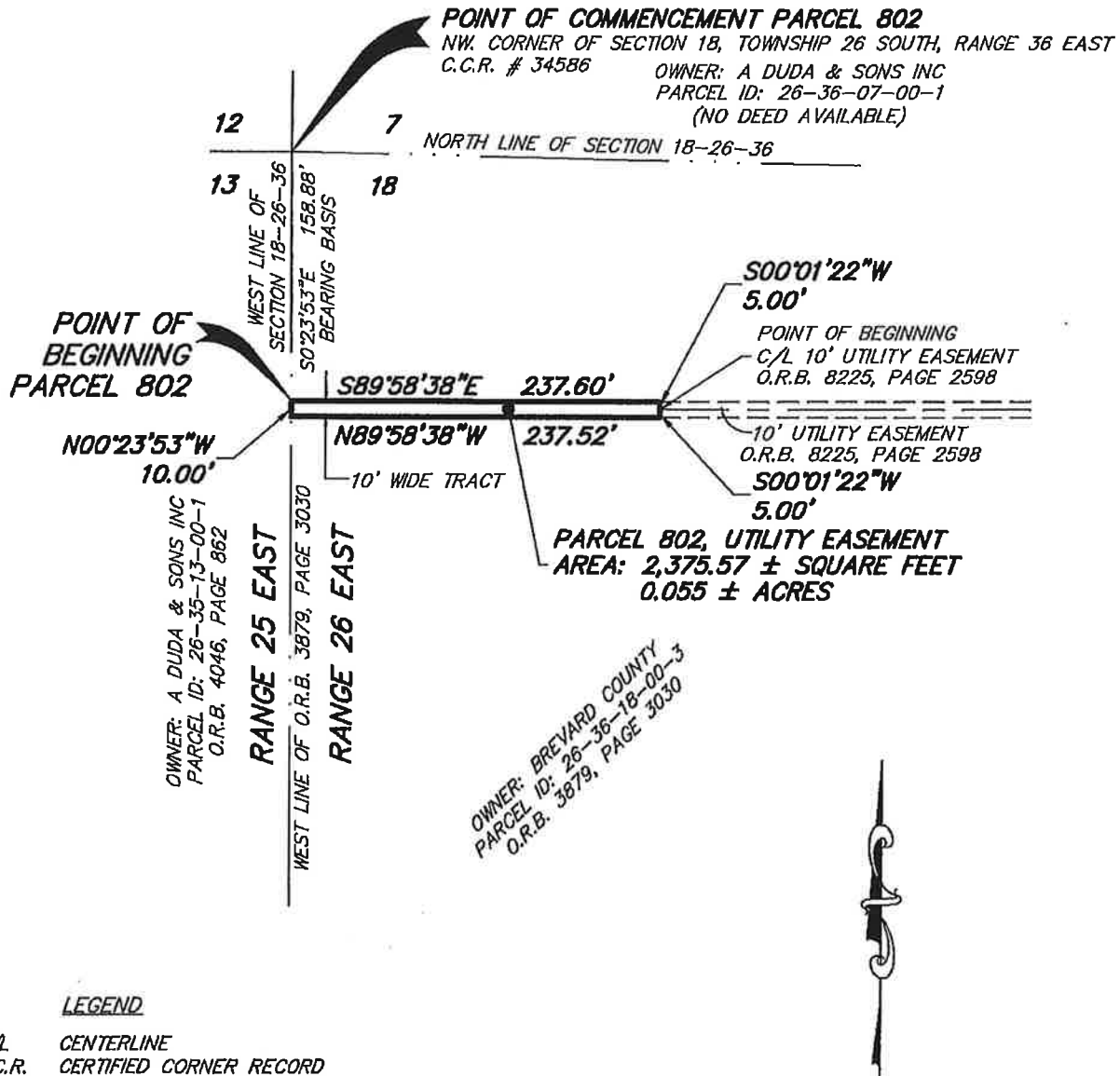
PARENT PARCEL ID#: 26-36-18-00-3
PURPOSE: UTILITY EASEMENT

EXHIBIT "B"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY



LEGEND

C/L CENTERLINE
C.C.R. CERTIFIED CORNER RECORD
E: EASTING
N: NORTHING
O.R.B. OFFICIAL RECORDS BOOK

SCALE 1"=100'



PREPARED BY:

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

SCALE:

1"=100'

PROJECT NO.:

23-027 SKOD-C3D.dwg

SECTION 18

TOWNSHIP 26 SOUTH

RANGE 36 EAST

EXHIBIT C

SKETCH AND LEGAL DESCRIPTION OF THE DUDA EASEMENT PROPERTY

LEGAL DESCRIPTION

PARCEL 801

PARENT PARCEL ID#: 26-36-07-00-1
26-36-07-00-750

PURPOSE: UTILITY EASEMENT

EXHIBIT "C"

SHEET 1 OF 4

NOT VALID WITHOUT SHEET 2 THROUGH 4 OF 4

THIS IS NOT A SURVEY

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

A 30 FOOT WIDE STRIP OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 36 EAST AND BEING A PART OF THE LANDS DESCRIBED IN DEED BOOK 378 PAGE 208 AND OFFICIAL RECORDS BOOK 5262 PAGE 3836 BREVARD COUNTY, FLORIDA, THE CENTERLINE OF WHICH IS BEING DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT THE SOUTHEAST CORNER OF SAID SECTION 7 AND PROCEED NORTH 88°41'16" WEST ALONG THE SOUTH LINE OF SAID SECTION 7 A DISTANCE OF 1,382.01 FEET TO A POINT LYING ON THE SOUTHERLY PROLONGATION OF A LINE PARALLEL WITH AND 100.00 FEET EAST OF THE WEST LINE OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5262 PAGE 3836 PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE BEARING NORTH 00°03'31" WEST A DISTANCE OF 670.97 FEET TO THE INTERSECTION WITH THE NORTH LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 5262 PAGE 3836 AND THE POINT OF TERMINATION OF THE CENTERLINE OF THE DESCRIBED EASEMENT. CONTAINING 20,129 SQUARE FEET OR 0.46 ACRES MORE OR LESS.

O&E REPORT

NEW REVELATIONS, INC. FILE NUMBER: 23-1309-A & 23-1309-B

SEARCHED FROM: 10/07/1953 THROUGH EFFECTIVE DATE: 10/01/2023

OWNER OF RECORD:

DUDA & SONS, INC., A FLORIDA CORPORATION

VESTED BY:

DEED RECORDED IN DEED BOOK 378, PAGE 208.

LESS AND EXCEPT DEED RECORDED IN OFFICIAL RECORDS BOOK 4203, PAGE 2463

PARENT TRACT LEGAL DESCRIPTION: DEED BOOK 378 PAGE 208 & OFFICIAL RECORDS BOOK 5262 PAGE 3836

EASEMENTS AND EXCEPTIONS:

RIGHT-OF-WAY AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 97, PAGE 646 (DOES NOT AFFECT THE SUBJECT PARCEL, SHOWN ON SKETCH).

EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2955, PAGE 1168 (DOES NOT AFFECT THE SUBJECT PARCEL, SHOWN ON SKETCH).

EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2955, PAGE 1170 (DOES NOT AFFECT THE SUBJECT PARCEL, NOT SHOWN).

AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 4203, PAGE 2450 (TWO PARCELS DESCRIBED, NORTH PARCEL AFFECTS THE

SUBJECT PARCEL AND IS SHOWN ON THE SKETCH, SOUTH PARCEL DOES NOT AFFECT THE SUBJECT PARCEL AND IS NOT SHOWN).

EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 4203, PAGE 2492 (AFFECTS THE PARENT TRACT, DOES NOT AFFECT THE SUBJECT PARCEL, NOT SHOWN ON SKETCH).

EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 5262, PAGE 3843 (AFFECTS THE PARENT TRACT, DOES NOT AFFECT THE SUBJECT PARCEL, NOT SHOWN ON SKETCH).

EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 5262, PAGE 3851 (AFFECTS THE SUBJECT PARCEL, SHOWN ON SURVEY)



kurt stafflinger

Surveyor & Mapper
Kurt Stafflinger
License Number 5496
State of Florida
Surveyor & Mapper
Kurt Stafflinger
License Number 5496
State of Florida
Surveyor & Mapper

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

KURT STAFFLINGER, PSM 5496
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: ISS SURVEYING

LB NO. 8459

ADDRESS: 7175 MURRELL RD, MELBOURNE, FL 32940

PHONE: 321-622-4646

DRAWN BY: KS

CHECKED BY: CS

PROJECT NO. BRV035

REVISIONS

DATE

DESCRIPTION

DATE: 08/28/2023

DRAWING:
BRV035-BRV-CO-UTIL-ESMT

2/29/24

AS REQUESTED

SECTION 7
TOWNSHIP 26 SOUTH
RANGE 36 EAST

LEGAL DESCRIPTION

PARCEL 801

PARENT PARCEL ID#: 26-36-07-00-1
26-36-07-00-750

EXHIBIT "C"

SHEET 2 OF 4

NOT VALID WITHOUT SHEET 1, 3 AND 4 OF 4

THIS IS NOT A SURVEY

SURVEYORS NOTES:

1. THIS IS A LEGAL DESCRIPTION WITH A SKETCH AS DEFINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION HEREIN.
2. THE BEARINGS SHOWN HEREON SPECIFICALLY BASED ON SOUTH LINE OF SECTION 7 TOWNSHIP 26 SOUTH RANGE 36 EAST. SAID BEARING OF THE SOUTH LINE OF SAID SECTION 7 BEARS NORTH 88°41'16" WEST, AN ASSUMED BEARING BASIS.
3. THE TAX PARCEL NUMBERS SHOWN WERE TAKEN FROM THE BREVARD COUNTY PROPERTY APPRAISER'S WEB SITE AND DEPICT TAX PARCEL NUMBERS AS SHOWN AND DESCRIBED ON SAID WEB SITE AT TIME OF PREPARATION OF SKETCH AND LEGAL SHOWN HEREIN.
4. NO OPINION OF TITLE, OWNERSHIP, OR UNDERWRITTEN RIGHTS IS EXPRESSED OR IMPLIED BY SURVEYOR.

5. REFERENCE MATERIAL:

A: ORB 8751 PAGE 252
B: ORB 7770 PAGE 1523
C: ORB 5262 PAGE

ABBREVIATIONS:

C/L = CENTERLINE
POC = POINT OF COMMENCEMENT
PU&DE = PUBLIC UTILITY AND
DRAINAGE EASEMENT
L = ARC LENGTH
COR = CORNER

ORB = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
POB = POINT OF BEGINNING
R = RADIUS
TYP = TYPICAL
R/W = RIGHT OF WAY
PG = PAGE
POT = POINT OF TERMINATION

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY: ISS SURVEYING

LB NO. 8459

ADDRESS: 7175 MURRELL RD, MELBOURNE, FL 32940

PHONE: 321-622-4646

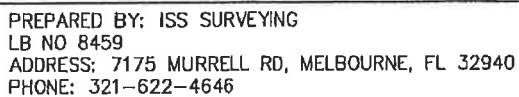
| | | | | | |
|------------------|--|--------------------|------|-------------|---|
| DRAWN BY: KS | CHECKED BY: CS | PROJECT NO. BRV035 | | | SECTION 7 TOWNSHIP 26 SOUTH RANGE 36 EAST |
| | | REVISIONS | DATE | DESCRIPTION | |
| DATE: 08/28/2023 | DRAWING: BRV035-BRV-CO-UTILITY-ESMT | | | | |
| | | | | | |

PARCEL 801

PARCEL ID:
26-36-07-00-2
ORB 4203 PG 2483
SCRWS WETLAND
NORTH AREA

SHEET 3 OF 4

THIS IS NOT A SURVEY



| | |
|--------------|---------|
| SCALE: | 1"=100' |
| PROJECT NO.: | BRV035 |

SECTION 7
TOWNSHIP 26 SOUTH
RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL 801

PARENT PARCEL ID#: 26-36-7-00-1
 PARENT PARCEL ID#: 26-36-7-00-750
 PURPOSE: UTILITY EASEMENT

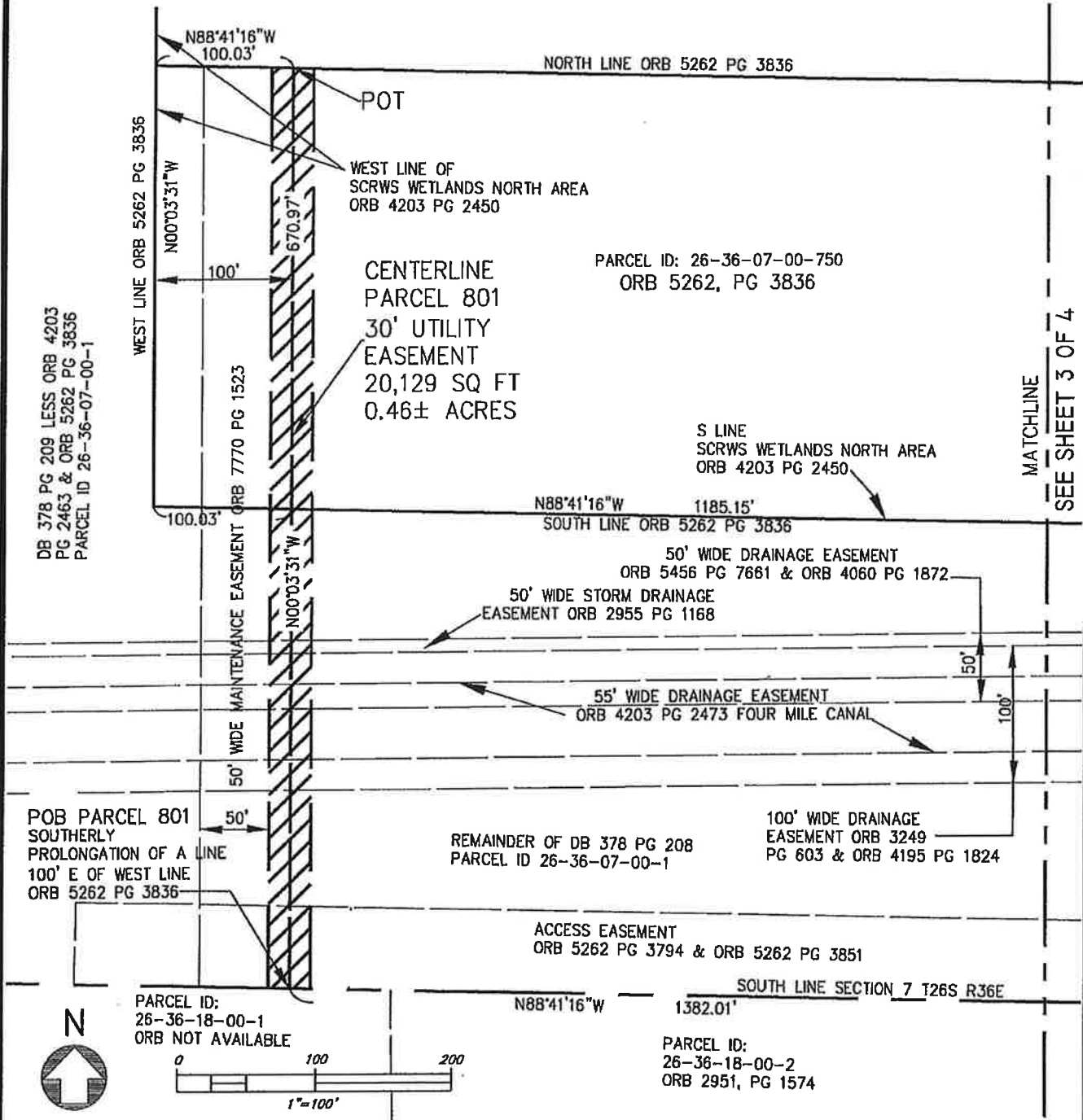
PARCEL ID:
 26-36-07-00-2
 SCRWS WETLANDS NORTH AREA
 ORB 4203 PG 2463

EXHIBIT "C"

SHEET 4 OF 4

NOT VALID WITHOUT SHEET 1 THROUGH 3 OF 4

THIS IS NOT A SURVEY



PREPARED BY: ISS SURVEYING
 LB NO. 8459
 ADDRESS: 7175 MURRELL RD, MELBOURNE, FL 32940
 PHONE: 321-622-4646

SCALE:
 1"=100'
 PROJECT NO.:
 BRV035

SECTION 7
 TOWNSHIP 26 SOUTH
 RANGE 36 EAST

EXHIBIT D

DUDA UTILITY EASEMENT AGREEMENT FORM

EXHIBIT "D"

EASEMENT

Work Request No. _____

Sec. 18, Twp 26 S, Rge 36 E

Parcel I.D. A portion of the
following parcel: 26-36-18-00-3
(Maintained by County Appraiser)

This Instrument Prepared By

Name: Benjamin E. Wilson, Esq
Co. Name: The Viera Company
Address: 7380 Murrell Road, Suite
Viera, FL 32940

BREVARD COUNTY, a political subdivision of the State of Florida ("Grantor"), in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, hereby grants and gives to A. Duda & Sons, Inc., a Florida corporation ("Duda"), and Florida Power & Light Company ("FPL") and its affiliates, licensees, agents, successors, and assigns (collectively, "Grantees"), a non-exclusive perpetual easement over, under, and across that certain real property of Grantor located in Brevard County, Florida and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Area") for the construction, operation and maintenance of underground electric utility facilities (including wires, cables, conduits and appurtenant underground and surface mounted equipment) to be installed by FPL from time to time to provide electricity service to the adjacent property of Duda more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference (the "Duda Property"), with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as the size of, and remove such facilities or any of them within the Easement Area, together with (a) the right to permit Grantees to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes, but not for video service, cable television service, internet access service, or any information service, (b) the right of ingress and egress to and from the Easement Area at all times, (c) the right to clear the land comprising the Easement Area and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area, and (d) the right to trim and cut and keep trimmed and cut, upon advanced written notice to the Grantor, all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area which might reasonably interfere with systems of communications or power transmission or distribution of FPL (and FPL's authorized installation and maintenance activities under this easement) within, or from, the Easement Area.

Reserved for Circuit Court

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on May 21
_____, 2024.

Attest:


Rachel Sadoff, Clerk of the Courts

Board of County Commissioners
Brevard County, Florida

BY: 

Jason Steele, Chair

DATE: May 21, 2024

As approved by the Board on: May 21, 2024

Approved as to legal form and content:

BY: _____

Deputy County Attorney

LEGAL DESCRIPTION

PARCEL 802

PARENT PARCEL ID#: 26-36-18-00-3
PURPOSE: UTILITY EASEMENT

EXHIBIT "A"

SHEET 1 OF 2
NOT VALID WITHOUT SHEET 2 OF 2
THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 802 (PREPARED BY SURVEYOR)

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 36 EAST, IN BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°23'53" EAST, ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 158.88 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°58'38" EAST, 237.60 FEET; THENCE RUN SOUTH 00°01'22" WEST, 5.00 FEET TO A REFERENCE POINT ON THE CENTERLINE OF THE FPL EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 8225 PAGE 2598; THENCE CONTINUE SOUTH 00°01'22" WEST, 5.00 FEET; THENCE RUN NORTH 89°58'38" WEST; 237.52 FEET TO THE WEST LINE OF SAID SECTION 18; THENCE RUN NORTH 00°23'53" WEST, ALONG SAID WEST LINE; 10.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN BREVARD COUNTY, FLORIDA AND CONTAINS 0.055 ACRES (2,375.59 SQUARE FEET) MORE OR LESS.

SURVEYORS NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE SPECIFICALLY BASED ON THE WEST LINE OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 36 EAST AS BEING SOUTH 00°23'53" EAST AS DETERMINED BY THEIR COORDINATE VALUES PER SAID FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE.
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (6) THIS SKETCH & DESCRIPTION COMPLIES WITH FLORIDA CHAPTER 5J-17, F.A.C. AND BREVARD COUNTY PUBLIC WORKS FINANCE AND CONTRACTS ADMINISTRATION CHECKLIST.



Digitally signed
by David A
White
Date: 2023.04.27
11:18:59 -04'00'

PREPARED FOR AND CERTIFIED TO:
BREVARD COUNTY BOARD OF COMMISSIONERS

DAVID A. WHITE, PSM 4044
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY:

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
WWW.PECONLINE.COM

DRAWN BY: R.J.G.

CHECKED BY: D.A.W.

PROJECT NO. 23-027 SKOD-C3D.dwg

SECTION 18
TOWNSHIP 26 SOUTH
RANGE 36 EAST

REVISIONS

DATE

DESCRIPTION

04-27-2023

ADDRESS COMMENTS

DATE: MARCH, 23 2018

SHEET: 1 OF 2

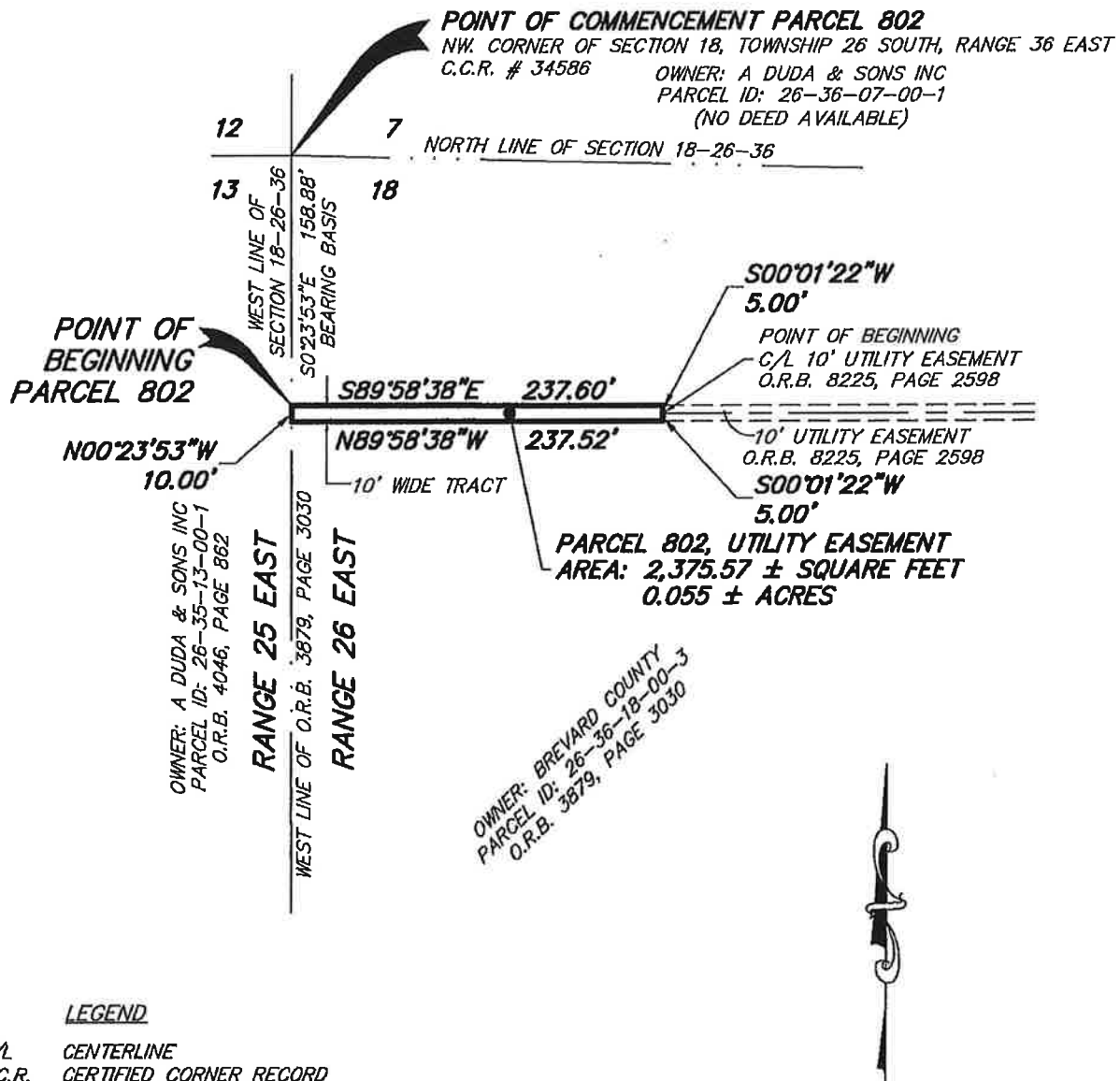
SKETCH OF DESCRIPTION

PARCEL 802

PARENT PARCEL ID#: 26-36-18-00-3
PURPOSE: UTILITY EASEMENT

EXHIBIT "A"

SHEET 2 OF 2
NOT VALID WITHOUT SHEET 1 OF 2
THIS IS NOT A SURVEY



LEGEND

C/L CENTERLINE
C.C.R. CERTIFIED CORNER RECORD
E: EASTING
N: NORTHING
O.R.B. OFFICIAL RECORDS BOOK

SCALE 1"=100'



PREPARED BY:

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

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WWW.PECONLINE.COM

SCALE:

1"=100'

PROJECT NO.:

23-027 SKOD-C3D.dwg

SECTION 18

TOWNSHIP 26 SOUTH

RANGE 36 EAST

Exhibit "B"

Description of the Duda Property

That certain real property having Brevard County Property Appraiser Parcel ID Number 26-35-13-00-1 and graphically depicted in the following enclosed sketch.

X:\LEGAL VC\Brevard County Forms\Easements\Duda Easement for New Ranch Office (2023)\V2 Form Utility Easement to Duda and Florida Power Light CAO reviewed 3-21-24.docx



EXHIBIT E

COUNTY UTILITY EASEMENT AGREEMENT FORM

Prepared by and return to: Lisa J. Kruse
Public Works Department, Land Acquisition
2725 Judge Fran Jamieson Way, A204, Viera, Florida 32940
A portion of Interest in Tax Parcel ID: 26-36-07-00-1 and
26-36-07-00-750

EXHIBIT "E"

UTILITY EASEMENT

THIS INDENTURE, made this _____ day of _____, 2024, between A. Duda & Sons, Inc., a Florida corporation, whose address is 7380 Murrell Road, Suite 201, Melbourne, FL 32940, as the grantor ("**Grantor**"), and Brevard County, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, as the grantee ("**Grantee**"), for the use and benefit of Brevard County, Florida.

WITNESSETH that Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration paid, the receipt of which is acknowledged, grants unto Grantee, its successors and assigns, a perpetual easement commencing on the above date for the purposes of operating, constructing, reconstructing, reconfiguring, and maintaining underground reuse water lines, components, facilities and other underground related uses (the "**Utility Improvements**") pertaining thereto, over, under, upon, above, and through the following lands:

The land affected by the granting of the easement is located in Section 07, Township 26 South, Range 36 East, Brevard County, Florida, and being more particularly described as follows (the "**Easement Area**"):

SEE LEGAL DESCRIPTION ATTACHED HERETO AS "EXHIBIT A"

Including the right of ingress and egress onto the Easement Area as may be necessary for the full use and enjoyment by Grantee of its easement. Grantor shall have full use and enjoyment of the Easement Area, but shall not make any improvements within the Easement Area which will conflict or interfere with the easement granted herein.

The parties acknowledge that the Easement Area is a part of land that will be a future extension of public right-of-way Wickham Road or a private roadway or driveway serving the land of which the Easement Area is a part of. Consequently, Grantee acknowledges and agrees that all Utility Improvements shall be installed underground to avoid obstruction of use of the aforementioned roadways or driveways.

TO HAVE AND TO HOLD said easement unto Grantee and to its successors and/or assigns. Grantor does covenant with Grantee that it is lawfully seized and possessed of the Easement Area and that it has a good and lawful right to convey the easement over the Easement Area described in this agreement.

(Signatures and Notary on next page)

Prepared by and return to: _____
Public Works Department, Land Acquisition
2725 Judge Fran Jamieson Way, A204, Viera, Florida 32940
A portion of Interest in Tax Parcel ID: _____

IN WITNESS WHEREOF, Grantor has caused this agreement to be executed,
the day and year first above written,

Signed, sealed and delivered in the presence of:

Witness

Print Name

Witness

Print Name

A. DUDA & SONS, INC.,
a Florida corporation

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of [] physical
presence or [] online notarization on this ___ day of _____, 2024
by _____ as _____ for
A. Duda & Sons, Inc., a Florida corporation. He is personally known or produced
_____ as identification.

Notary Signature
SEAL

Board Meeting Date: _____
Agenda Item # _____

EXHIBIT "A"

THE EASEMENT AREA

X:\LEGAL_VC\BREVARD COUNTY FORMS\EASEMENTS\DUDA EASEMENT FOR NEW RANCH OFFICE (2023)\FORM
OF COUNTY UTILITY EASEMENT (BASED ON COUNTY FORM).DOCX

LEGAL DESCRIPTION

PARCEL 801

PARENT PARCEL ID#: 26-36-07-00-1
26-36-07-00-750

PURPOSE: UTILITY EASEMENT

EXHIBIT "A"

SHEET 1 OF 4

NOT VALID WITHOUT SHEET 2 THROUGH 4 OF 4

THIS IS NOT A SURVEY

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

A 30 FOOT WIDE STRIP OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 36 EAST AND BEING A PART OF THE LANDS DESCRIBED IN DEED BOOK 378 PAGE 208 AND OFFICIAL RECORDS BOOK 5262 PAGE 3836 BREVARD COUNTY, FLORIDA, THE CENTERLINE OF WHICH IS BEING DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT THE SOUTHEAST CORNER OF SAID SECTION 7 AND PROCEED NORTH 88°41'16" WEST ALONG THE SOUTH LINE OF SAID SECTION 7 A DISTANCE OF 1,382.01 FEET TO A POINT LYING ON THE SOUTHERLY PROLONGATION OF A LINE PARALLEL WITH AND 100.00 FEET EAST OF THE WEST LINE OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5262 PAGE 3836 PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE BEARING NORTH 00°03'31" WEST A DISTANCE OF 670.97 FEET TO THE INTERSECTION WITH THE NORTH LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 5262 PAGE 3836 AND THE POINT OF TERMINATION OF THE CENTERLINE OF THE DESCRIBED EASEMENT. CONTAINING 20,129 SQUARE FEET OR 0.46 ACRES MORE OR LESS.

O&E REPORT

NEW REVELATIONS, INC. FILE NUMBER: 23-1309-A & 23-1309-B
SEARCHED FROM: 10/07/1953 THROUGH EFFECTIVE DATE: 10/01/2023
OWNER OF RECORD:
DUDA & SONS, INC., A FLORIDA CORPORATION
VESTED BY:
DEED RECORDED IN DEED BOOK 378, PAGE 208.
LESS AND EXCEPT DEED RECORDED IN OFFICIAL RECORDS BOOK 4203, PAGE 2463

PARENT TRACT LEGAL DESCRIPTION: DEED BOOK 378 PAGE 208 & OFFICIAL RECORDS BOOK 5262 PAGE 3836

EASEMENTS AND EXCEPTIONS:

RIGHT-OF-WAY AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 97, PAGE 646 (DOES NOT AFFECT THE SUBJECT PARCEL, SHOWN ON SKETCH).

EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2955, PAGE 1168 (DOES NOT AFFECT THE SUBJECT PARCEL, SHOWN ON SKETCH).

EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2955, PAGE 1170 (DOES NOT AFFECT THE SUBJECT PARCEL, NOT SHOWN).

AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 4203, PAGE 2450 (TWO PARCELS DESCRIBED, NORTH PARCEL AFFECTS THE SUBJECT PARCEL AND IS SHOWN ON THE SKETCH, SOUTH PARCEL DOES NOT AFFECT THE SUBJECT PARCEL AND IS NOT SHOWN).

EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 4203, PAGE 2492 (AFFECTS THE PARENT TRACT, DOES NOT AFFECT THE SUBJECT PARCEL, NOT SHOWN ON SKETCH).

EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 5262, PAGE 3843 (AFFECTS THE PARENT TRACT, DOES NOT AFFECT THE SUBJECT PARCEL, NOT SHOWN ON SKETCH).

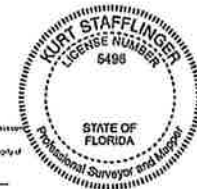
EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 5262, PAGE 3851 (AFFECTS THE SUBJECT PARCEL, SHOWN ON SURVEY)

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

kurt stafflinger

KURT STAFFLINGER, PSM 5496
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED



PREPARED BY: ISS SURVEYING

LB NO. 8459

ADDRESS: 7175 MURRELL RD, MELBOURNE, FL 32940

PHONE: 321-622-4646

DRAWN BY: KS

CHECKED BY: CS

PROJECT NO. BRV035

REVISIONS

DATE

DESCRIPTION

DATE: 08/28/2023

DRAWING:
BRV035-BRV-CO-UTIL-ESMT

2/29/24

AS REQUESTED

SECTION 7

TOWNSHIP 26 SOUTH

RANGE 36 EAST

LEGAL DESCRIPTION

PARCEL 801

PARENT PARCEL ID#: 26-36-07-00-1
26-36-07-00-750

EXHIBIT "A"

SHEET 2 OF 4

NOT VALID WITHOUT SHEET 1, 3 AND 4 OF 4

THIS IS NOT A SURVEY

SURVEYORS NOTES:

1. THIS IS A LEGAL DESCRIPTION WITH A SKETCH AS DEFINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION HEREIN.
2. THE BEARINGS SHOWN HEREON SPECIFICALLY BASED ON SOUTH LINE OF SECTION 7 TOWNSHIP 26 SOUTH RANGE 36 EAST. SAID BEARING OF THE SOUTH LINE OF SAID SECTION 7 BEARS NORTH 88°41'16" WEST, AN ASSUMED BEARING BASIS.
3. THE TAX PARCEL NUMBERS SHOWN WERE TAKEN FROM THE BREVARD COUNTY PROPERTY APPRAISER'S WEB SITE AND DEPICT TAX PARCEL NUMBERS AS SHOWN AND DESCRIBED ON SAID WEB SITE AT TIME OF PREPARATION OF SKETCH AND LEGAL SHOWN HEREIN.
4. NO OPINION OF TITLE, OWNERSHIP, OR UNDERWRITTEN RIGHTS IS EXPRESSED OR IMPLIED BY SURVEYOR.
5. REFERENCE MATERIAL:

A: ORB 8751 PAGE 252
B: ORB 7770 PAGE 1523
C: ORB 5262 PAGE

ABBREVIATIONS:

C/L = CENTERLINE
POC = POINT OF COMMENCEMENT
PU&DE = PUBLIC UTILITY AND
DRAINAGE EASEMENT
L = ARC LENGTH
COR = CORNER

ORB = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
POB = POINT OF BEGINNING
R = RADIUS
TYP = TYPICAL
R/W = RIGHT OF WAY
PG = PAGE
POT = POINT OF TERMINATION

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY: ISS SURVEYING
LB NO. 8459
ADDRESS: 7175 MURRELL RD, MELBOURNE, FL 32940
PHONE: 321-622-4646

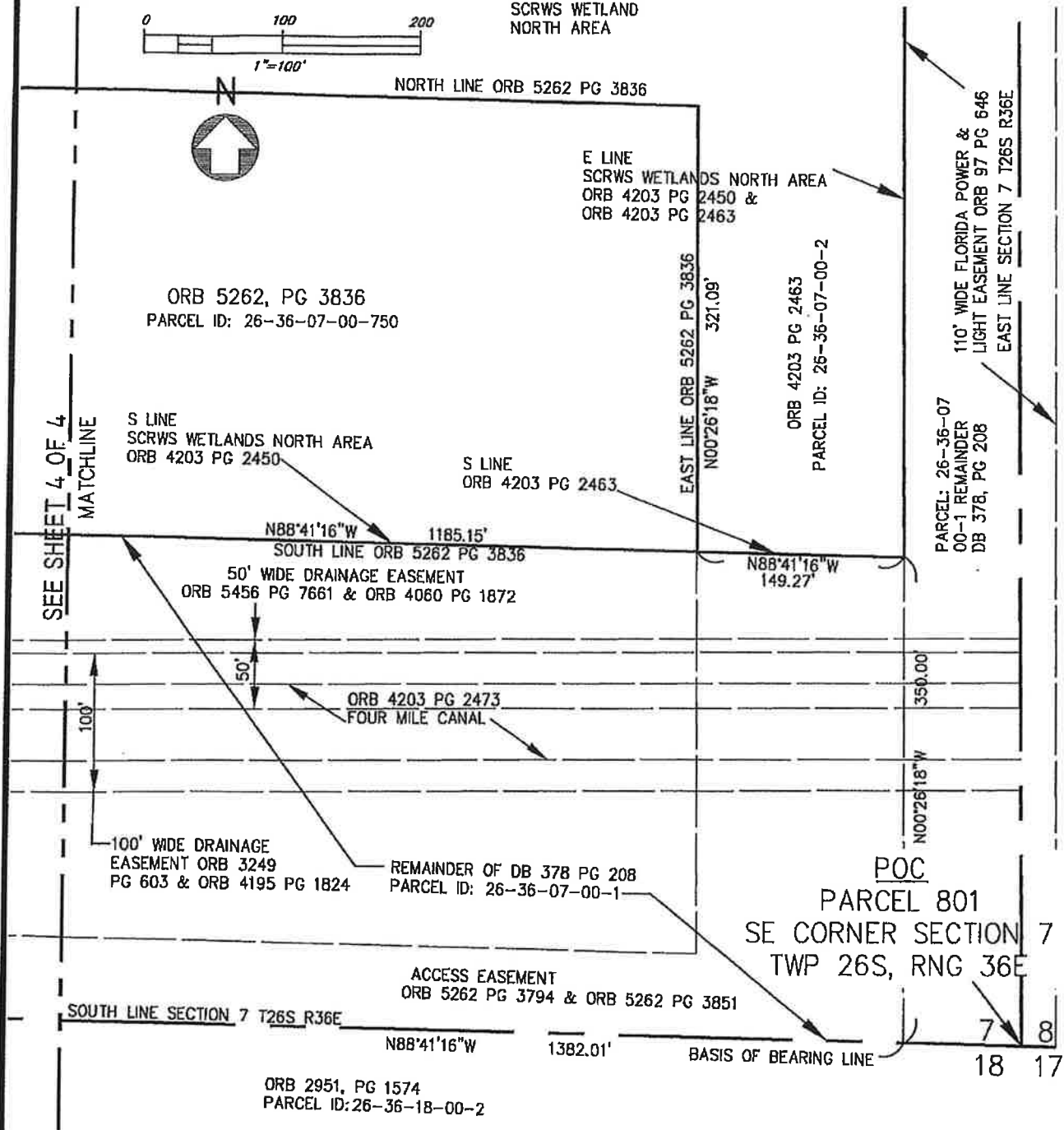
| | | | | | |
|------------------|--|--------------------|------|-------------|---|
| DRAWN BY: KS | CHECKED BY: CS | PROJECT NO. BRV035 | | | SECTION 7 TOWNSHIP 26 SOUTH RANGE 36 EAST |
| | | REVISIONS | DATE | DESCRIPTION | |
| DATE: 08/28/2023 | DRAWING: BRV035-BRV-CO-UTILITY-ESMT | | | | |
| | | | | | |

PARCEL 801

PARCEL ID:
26-36-07-00-2
ORB 4203 PG 2463
SCRWS WETLAND
NORTH AREA

SHEET 3 OF 4

THIS IS NOT A SURVEY



SECTION 7
TOWNSHIP 26 SOUTH
RANGE 36 EAST

EASEMENT

Work Request No. _____

Sec. 18, Twp 26 S, Rge 36 E

Parcel I.D. A portion of the
following parcel: 26-36-18-00-3
(Maintained by County Appraiser)

This Instrument Prepared By

Name: Benjamin E. Wilson, Esq
Co. Name: The Viera Company
Address: 7380 Murrell Road, Suite
Viera, FL 32940

BREVARD COUNTY, a political subdivision of the State of Florida ("Grantor"), in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, hereby grants and gives to A. Duda & Sons, Inc., a Florida corporation ("Duda"), and Florida Power & Light Company ("FPL") and its affiliates, licensees, agents, successors, and assigns (collectively, "Grantees"), a non-exclusive perpetual easement over, under, and across that certain real property of Grantor located in Brevard County, Florida and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Easement Area") for the construction, operation and maintenance of underground electric utility facilities (including wires, cables, conduits and appurtenant underground and surface mounted equipment) to be installed by FPL from time to time to provide electricity service to the adjacent property of Duda more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Duda Property"), with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as the size of, and remove such facilities or any of them within the Easement Area, together with (a) the right to permit Grantees to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes, but not for video service, cable television service, internet access service, or any information service, (b) the right of ingress and egress to and from the Easement Area at all times, (c) the right to clear the land comprising the Easement Area and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area, and (d) the right to trim and cut and keep trimmed and cut, upon advanced written notice to the Grantor, all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area which might reasonably interfere with systems of communications or power transmission or distribution of FPL (and FPL's authorized installation and maintenance activities under this easement) within, or from, the Easement Area.

Reserved for Circuit Court

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on May
21, 2024.

Attest:


Rachel Sadoff, Clerk of the Courts

Board of County Commissioners
Brevard County, Florida

BY: 

Jason Steele, Chair

DATE: May 21, 2024

As approved by the Board on: May 21, 2024

Approved as to legal form and content:

BY: 
Deputy County Attorney

Exhibit "A"

Description of the Easement Area

See attached sketch and legal description.

LEGAL DESCRIPTION

PARCEL 802

PARENT PARCEL ID#: 26-36-18-00-3

PURPOSE: UTILITY EASEMENT

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 802 (PREPARED BY SURVEYOR)

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 36 EAST, IN BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 18 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°23'53" EAST, ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 158.88 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°58'38" EAST, 237.60 FEET; THENCE RUN SOUTH 00°01'22" WEST, 5.00 FEET TO A REFERENCE POINT ON THE CENTERLINE OF THE FPL EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 8225 PAGE 2598; THENCE CONTINUE SOUTH 00°01'22" WEST, 5.00 FEET; THENCE RUN NORTH 89°58'38" WEST, 237.52 FEET TO THE WEST LINE OF SAID SECTION 18; THENCE RUN NORTH 00°23'53" WEST, ALONG SAID WEST LINE; 10.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN BREVARD COUNTY, FLORIDA AND CONTAINS 0.055 ACRES (2,375.59 SQUARE FEET) MORE OR LESS.

SURVEYORS NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE SPECIFICALLY BASED ON THE WEST LINE OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 36 EAST AS BEING SOUTH 00°23'53" EAST AS DETERMINED BY THEIR COORDINATE VALUES PER SAID FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE.
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (6) THIS SKETCH & DESCRIPTION COMPLIES WITH FLORIDA CHAPTER 5J-17, F.A.C. AND BREVARD COUNTY PUBLIC WORKS FINANCE AND CONTRACTS ADMINISTRATION CHECKLIST.



Digitally signed
by David A
White
Date: 2023.04.27
11:18:59 -04'00'

PREPARED FOR AND CERTIFIED TO:
BREVARD COUNTY BOARD OF COMMISSIONERS

DAVID A. WHITE, PSM 4044
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY:

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

DRAWN BY: R.J.G.

CHECKED BY: D.A.W.

PROJECT NO. 23-027 SK0D-C3D.dwg

REVISIONS

DATE

DESCRIPTION

04-27-2023

ADDRESS COMMENTS

DATE: MARCH, 23 2018

SHEET: 1 OF 2

SECTION 18
TOWNSHIP 26 SOUTH
RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL 802

PARENT PARCEL ID#: 26-36-18-00-3

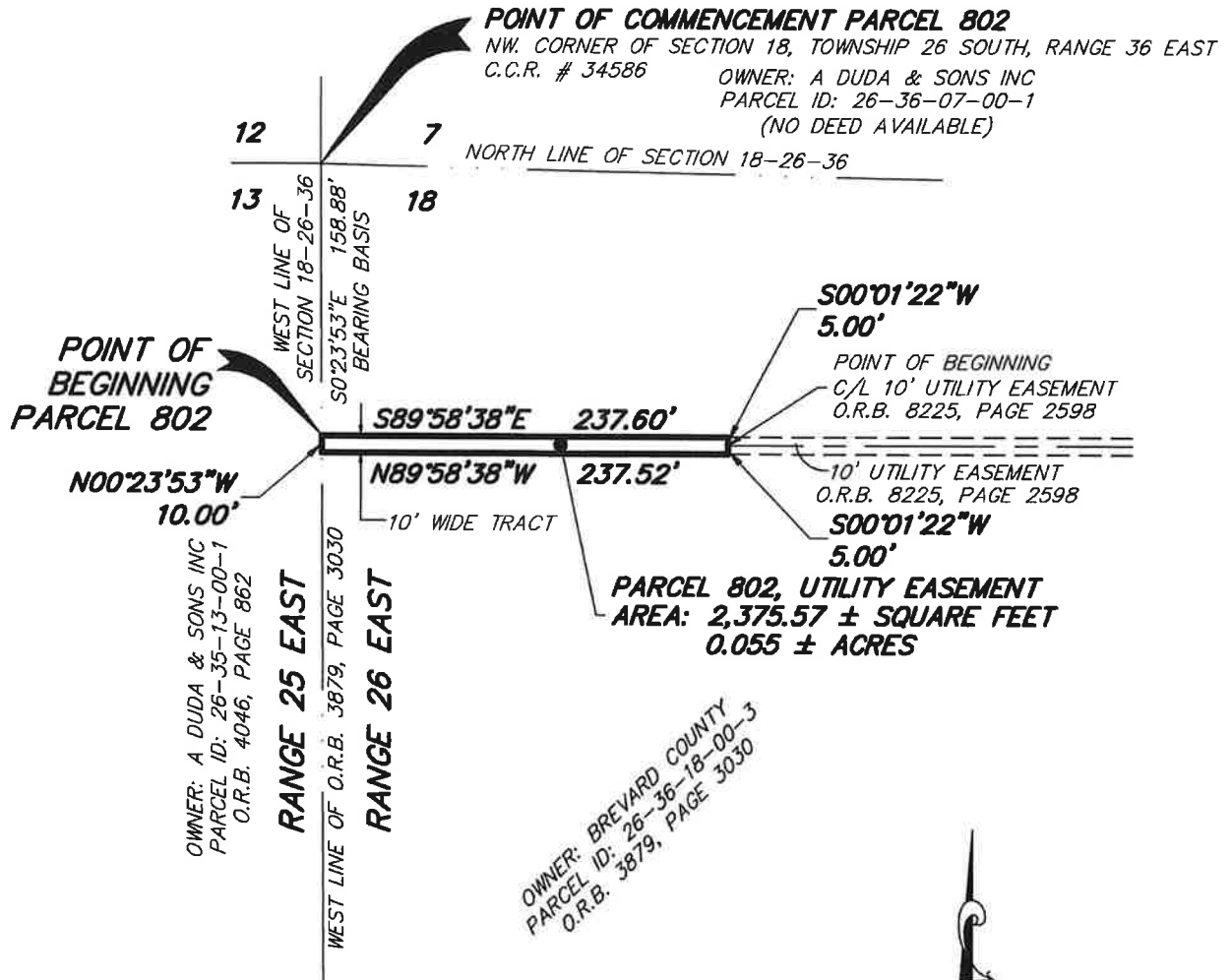
PURPOSE: UTILITY EASEMENT

EXHIBIT "A"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY



PREPARED BY: **PEC** | **SURVEYING AND MAPPING, LLC**
CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
WWW.PECONLINE.COM

SCALE: 1"=100'
PROJECT NO.: 23-027 SK0D-C3D.dwg

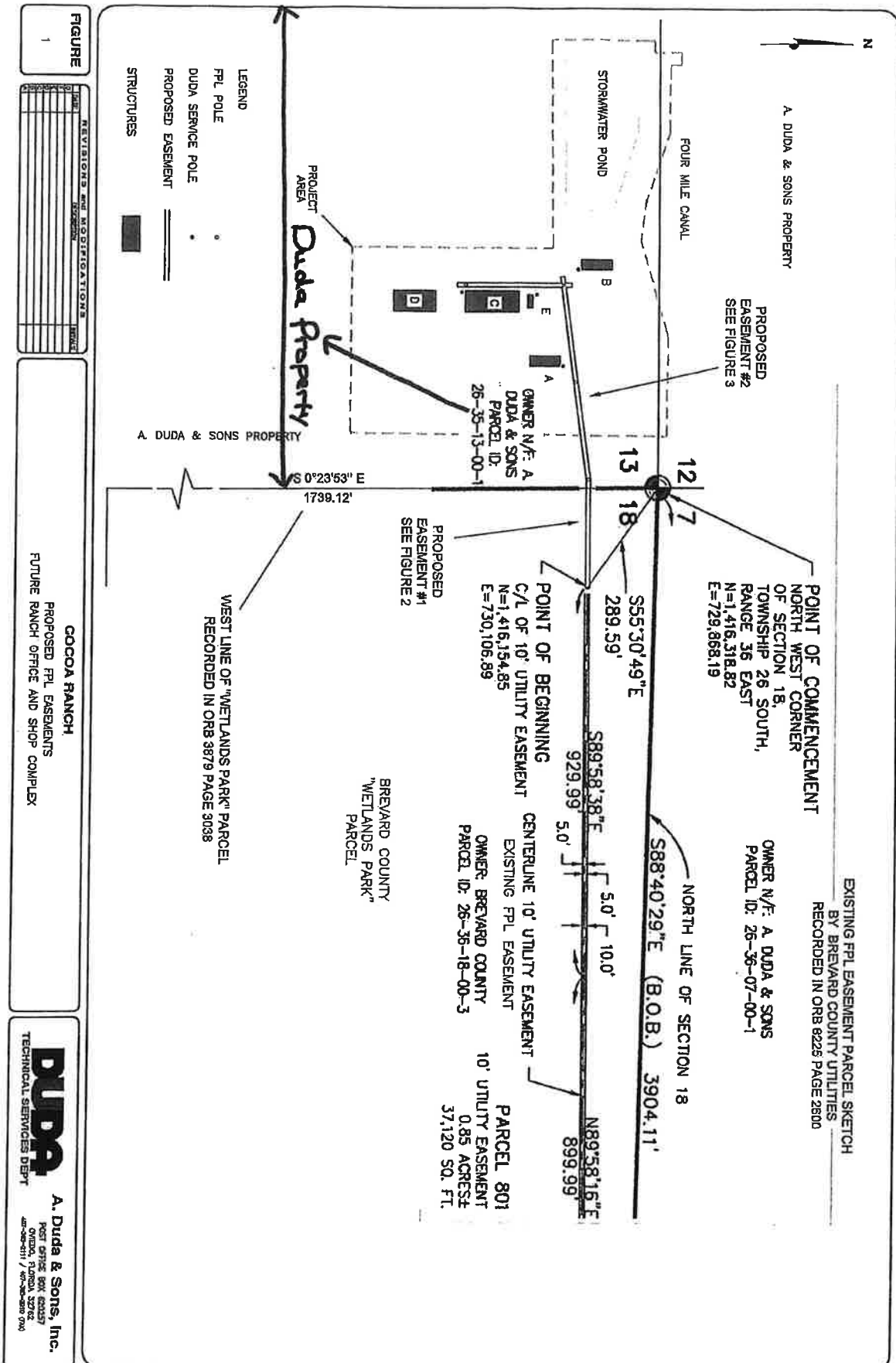
SECTION 18
TOWNSHIP 26 SOUTH
RANGE 36 EAST

Exhibit "B"

Description of the Duda Property

See attached sketch and legal description.

EXHIBIT "B"



BOARD OF COUNTY COMMISSIONERS

AGENDA REVIEW SHEET

AGENDA: Resolution, Exchange Agreement, and Utility Easements between Brevard County and A. Duda and Sons, Inc. (Duda) – District 4.

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lisa J. Kruse, Land Acquisition Specialist

CONTACT PHONE: 321-350-8353

| | APPROVE | DISAPPROVE | DATE |
|---|-----------|-----------------------------|---------------|
| LAND ACQUISITION Lucy Hamelers, Supervisor | <u>PA</u> | <u> </u> | <u>5-6-24</u> |
| COUNTY ATTORNEY Alex Esseeesse Deputy County Attorney | <u>AE</u> | <u> </u> | <u>5/7/24</u> |

LOCATION MAP

Sections 7, 13 & 18, Township 26 South, Ranges 35 and 36 East – District 4

PROPERTY LOCATIONS: Properties are located North and South of Charlie Corbeil Way in Viera

OWNERS NAME(S):

Brevard County – Parcel Identification Number 26-36-18-00-3

A Duda and Son's, Inc. – Parcel Identification Numbers 26-36-07-00-1; 26-36-07-00-730 and 26-35-13-00-1

