



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.2.

9/14/2021

Subject:

St Johns River Water Management District Intergovernmental Agreement for the Crane Creek M-1 Canal Restoration Project - D5

Fiscal Impact:

None.

Dept/Office:

Natural Resources Management Department

Requested Action:

1) Authorize the Chair to execute the Crane Creek M-1 Canal Restoration Project Intergovernmental Agreement with the Water Management District; 2) Authorize the County Manager or designee to sign amendments; 3) Authorize the Chair to execute related easements and property transfers documents once approved by Land Acquisition, Legal, and Risk Management.

Summary Explanation and Background:

The Crane Creek/M-1 Canal Flow Restoration Project was approved by the County Commission on February 26, 2019 as a substitute project included in the 2019 Update to the Save Our Indian River Lagoon Project Plan. The project is to be constructed and operated by the St Johns River Water Management District (S.J.R.W.M.D.).

The Crane Creek/M-1 Canal cuts through the coastal ridge diverting stormwater flow from approximately 5,300 acres of the historic St. Johns River basin to the Indian River Lagoon. This Project will restore M-1 Canal baseflows and small stormflows west of Evans Road back to the St. Johns River basin by constructing an operable diversion structure in the M-1 Canal to divert flows to a pump station that will pump stormwater runoff from the M-1 canal to a stormwater treatment area west of I-95. This stormwater treatment area will treat the runoff prior to discharging to the St. Johns River.

The flood storage area located west of the St Johns Heritage Parkway is to be transferred to the S.J.R.W.M.D. for providing water quality treatment. Compensatory floodplain storage associated with the property will be reserved to the County through an easement upon transfer.

This project will reduce the amount of excess freshwater and nutrients flowing to the Indian River Lagoon by treating and diverting baseflows and storm flows back to the St. Johns River basin through the installation of a weir, pumps and stormwater treatment area. The nutrient reduction benefit of this project to the Indian River Lagoon is estimated to be 23,113 pounds per year of total nitrogen and 2,719 pounds per year of total phosphorus.

Clerk to the Board Instructions:

Execute two Originals of the Agreement.



September 15, 2021

M E M O R A N D U M

TO: Virginia Barker, Natural Resources Director

RE: Item F.2., St Johns River Water Management District (SJRWMD) Intergovernmental Agreement for the Crane Creek M-1 Canal Restoration Project

The Board of County Commissioners, in regular session on September 14, 2021, authorized the Chair to execute the Crane Creek M-1 Canal Restoration Project Intergovernmental Agreement with SJRWMD; authorized the County Manager or designee, to sign amendments; and authorized the Chair to execute related easements and property transfers documents once approved by Land Acquisition, Legal, and Risk Management. Enclosed are two executed Intergovernmental Agreements.

Upon execution by all parties, please return the fully-executed Agreement to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell
Kimberly Powell, Clerk to the Board

/ns

Encls. (2)

cc: County Manager
County Attorney

**AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
CRANE CREEK
M-1 CANAL RESTORATION PROJECT**

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made this ____ day of _____, 2021, by and between the following Parties: BREVARD COUNTY , a political subdivision of the State of Florida, whose mailing address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940 ("County"), and ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, whose mailing address is Post Office Box 1429, Palatka, Florida 32178-1429 ("District"). As used herein, all references to the Parties include the Parties' agents, contractors and employees.

RECITALS

The District is a special taxing district created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373 Florida Statutes.

The Crane Creek/M-1 Canal Flow Restoration Project ("Project"), as more specifically defined in Exhibit A to this Agreement, is designed to restore flows that were historically diverted away from the St. Johns River Basin to the Indian River Lagoon. Restoring these flows to the St. Johns River will benefit the Indian River Lagoon by reducing nutrient, sediment, and freshwater loads to Crane Creek, and ultimately the Indian River Lagoon, while also helping restore these flows to the St. Johns River Basin.

The M-1 Canal, as part of the Crane Creek Drainage District, is a century old, man-made flood control feature in Brevard County that cuts through the coastal ridge diverting stormwater flow from approximately 5,300 acres of the historic St. Johns River basin to the Indian River Lagoon. This Project will restore M-1 Canal baseflows and small stormflows west of Evans Road back to the St. Johns River basin, by constructing an operable diversion structure in the M-1 Canal to divert flows to a pump station that will pump stormwater runoff from the M-1 canal to a stormwater treatment area ("STA"). This stormwater treatment area will treat the runoff prior to discharging to the St. Johns River marsh. This Project will result in a Total Nitrogen and Total Phosphorus reduction to the Indian River Lagoon and restore historic drainage patterns.

Reduced nutrient, sediment, and freshwater loads, along with restored historical flows, will provide environmental benefit to the Indian River Lagoon and

water supply benefit to the St. Johns River.

It is anticipated that the Project will include six main components as shown on the attached Exhibit B: (1) an operable weir structure located near the natural coastal ridge, (2) an east stormwater pump station, (3) a canal stormwater force main, (4) a Stormwater Treatment Area west of Interstate 95, (5) a west stormwater pump station, and (6) a west discharge stormwater force main.

This Project is solely a St. Johns Water Management District project. The County has assisted the District by permitting portions of the project to be constructed on County lands. The District has also identified Project property locations on District lands.

The District's Project is mutually beneficial to both Parties, as it is consistent with and furthers the Parties' goal of protecting the Indian River Lagoon and provides a water supply benefit to the people of Brevard County.

On March 5, 2020, the Parties entered into an Intergovernmental Agreement for the Project ("Intergovernmental Agreement") setting forth their respective participation for this Project. The Parties wish to amend and restate the Intergovernmental Agreement to reflect modification of their participation roles due to changes in conceptual Project design and property ownership.

In consideration of the recitals above and of the mutual promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Recitals and Exhibits.

The recitals above are true and correct and incorporated into this Agreement. Exhibits A, B, C, D, E, F-1, F-2, G-1, G-2 are attached and incorporated to this Agreement by this reference.

2. Purpose of Agreement.

This Project is solely a St. Johns Water Management District project. The purpose of this Agreement is to set forth the overarching outline for this Project, as well as how the County has agreed to assist the District's efforts. The Project generally consists of the construction, operation, and maintenance of an STA, weir structure, an east pump station with stormwater force main, and a west (STA) pump station with discharge stormwater force main as described in the Statement of Work, attached as Exhibit A. The weir

structure will be constructed on County right-of-way. The east pump station and portions of the east force main will be constructed on District property and within City of West Melbourne right-of-way and within County right-of-way. The STA and west pump station will be constructed on property currently owned by the County that will be conveyed to the District pursuant to paragraph 6.c., below. The STA discharge stormwater force main will be located within County and FDOT right-of-way for St. John's Heritage Parkway and SR 192.

- a. The weir structure will be located on County drainage right-of-way near the Melbourne Square Mall, south of Monopole Park.
- b. The east pump station and pump inlet structure will be located on District property on Coastal Lane (also known as Dike Road), approximately 0.4 mile north of New Haven Avenue. The District property is shown on attached Exhibit C.
- c. The east force main will be located on County property in West Melbourne and portions of unincorporated Brevard County. The County properties are shown on attached Exhibit D.
- d. The west pump station will be located west of the St. Johns Heritage Parkway within the STA property that is to be conveyed to the District in accordance with paragraph 6.c., below.
- e. The STA discharge stormwater force main will be constructed within the St. Johns Heritage Parkway rights-of-way.

3. Term of Agreement.

This Agreement shall commence on the Effective Date as defined herein. The initial term of the Agreement is through March 5, 2050, after which it shall renew automatically for additional 30-year terms.

4. Consideration.

The County and the District recognize that the Project serves a public purpose and provides a benefit of improving the water quality and natural resources within the Indian River Lagoon, together with ancillary water supply benefits. The Project will be designed and operated in a manner that minimizes the risk of an increase in flooding stages throughout the Project area as well as minimizing adverse impacts to the M-1 Canal.

5. District Responsibilities.

The District is solely and entirely responsible for the Project, as follows:

- a. The District will design, construct , operate, and maintain the STA, weir structure , stormwater pump stations, and stormwater force mains, which will include all pipes, structures , access drives, and any other component for proper functioning of the system. Project development will be in accordance with the final design and specifications prepared by the District and approved by the County as generally described in Exhibit A. The design and construction contracts for the Project shall include the indemnification and insurance requirements in the attached Exhibit E.
- b. The District will provide to the County copies of the stormwater models, including supporting data, created for the permitting, for the final operations manual, and any subsequent modifications.
- c. The District is responsible for obtaining and renewing at its expense all permits or other authorizations that may be required by the Florida Department of Environmental Protection, United States Fish and Wildlife Service, United States Army Corps of Engineers, Florida Department of Transportation, Brevard County, City of West Melbourne, City of Melbourne, and any other local, state, or federal governmental entities .
- d. The District will be the contact point for stakeholder questions and concerns about the Project.
- e. The District shall be solely responsible for overall management, operation, and maintenance of the Project including, but not limited to, general maintenance, mowing, and repair of pipes, pumps, overflow weir, and access berm.
- f. The Parties agree that the Florida Department of Transportation has rights to floodplain compensation and emergency access on the STA site pursuant to a perpetual easement, which is attached and incorporated to this agreement as Exhibit F-2, as well as access rights across County property to get to the STA site pursuant to an additional perpetual easement, which is attached and incorporated to this agreement as Exhibit G-2. Prior to constructing this project, the District will coordinate with and seek necessary approvals from the Florida Department of Transportation to the extent required by law.

- g. The Parties understand that the County's transfer of the STA property is conditioned upon the County retaining its current floodplain compensation credits, and the reserve floodplain compensation credits that currently exist on the STA site. Simultaneous with the County's conveyance of the STA property to the District, the County shall retain an easement to utilize the STA property for the County's floodplain compensation in the amount of 140.26 acre-feet, as delineated in the chart included in paragraph 7.b., below. The form of the easement shall be over the same parcel as found in the attached Exhibit F1 and F2.
- h. The Parties agree that should District decide to remove more fill dirt from the STA site, County will have a right of first refusal to the fill dirt.
- i. The District agrees to provide and monitor water level sensors at the following four locations: (a) the USGS water level sensor at State Road 192, (b) redundant water level sensors in the M-1 canal at the East Pump Station, (c) redundant water level sensors at the Operable Weir, and (d) a water level sensor at the intersection of the L15 canal and the M1 Canal, adjacent to the Department of Transportation interchange at Ellis Road and I-95.
- j. The District agrees to implement Exhibit "A" in a manner that (a) includes a pump station on the STA which will discharge a volume of water to the St. John's River that is roughly equal to the volume of water pumped into the STA; (b) allows for flood waters to flow into the STA during a storm or other high water event, thus providing flood storage mitigation; and (c) does not interfere with any existing ditches on the north and south sides of the property currently used by adjacent property owners.

6. County Responsibilities.

- a. The County will provide to the District all information available for the District to complete the design of the STA, which may include but is not limited to signed and sealed as-built drawings reflecting the work completed by the County at the STA site as part of the County's transportation project known as the St. John's Heritage Parkway. The St. Johns Heritage Parkway project is a separate and distinct project from the District's stormwater project. Any work the County performs as part of the St. John's Heritage Parkway project that is beneficial to the District's project is incidental to the County's transportation project.

- b. The County will provide any reasonable assistance requested by the District to obtain all necessary permits.
- c. Prior to construction of the STA, and contingent upon the District's implementation of its STA plan continuing to include 5i and j above, the County will, pursuant to Section 125.38, Florida Statutes, deed fee simple ownership of the portion of Brevard County Property Appraiser parcel 27-36-34-00-502 on which the STA is located to the District, as shown in the attached Exhibit F-1. Said deed shall include a reverter clause wherein the property will revert back to the County should it no longer be used as an STA. The County shall also retain an easement over the property for its floodplain compensation purposes.
- d. The County will grant a temporary construction access easement (entrance) to the District to the County's retention pond property, as said "Temporary Construction Access" is shown in the attached Exhibit G-1. The temporary construction easement shall be valid only until the construction at the site is complete, after which time, the District shall remove any cement driveway on the south side, and perform all repairs necessary to return the land to its former condition.
- e. The Parties agree the County will grant the District a permanent perpetual easement across the County's retention pond property. The Parties agree the District shall have only one permanent access road to the STA site, as said easement is shown in the attached Exhibit G-1, but said easement does not include any right to permanently access the southern end of the easement from St. John's Heritage Parkway. Portions of the permanent easement are also subject to a nonexclusive perpetual easement in favor of the Florida Department of Transportation, as shown in the attached Exhibit G-2.
- f. To the extent additional authority is necessary for the weir or improvements located in the County right-of-way or County property, the County will grant a license or appropriate authority to the District. A right-of-way permit issued by the County will be necessary for construction, operation, and maintenance of the weir and all improvements in the County right-of-way and County property. District shall apply for the right of way permit and meet all County requirements prior to issuance of the permit.

- g. The County will exercise diligence in reviewing the District's proposed operating plan.
- h. The County will review any necessary Federal Emergency Management Agency flood mapping or no rise certifications and take any necessary action to comply with applicable law.

7. Additional Terms and Conditions.

- a. During the Agreement's term, the Project facilities on the County property and the District property west of South John Rodes Boulevard shall not be open to the public. However, public recreational access may be allowed within the Crane Creek (M-1) right-of-way.
- b. The STA design, and any subsequent alterations, must not affect activities the County has undertaken to mitigate the floodplain impacts of the St. Johns Heritage Parkway project, FDOT Ellis Road interchange project, and future Washingtonia Drive extension project. Specifically, the stormwater treatment area design, construction and operation shall not reduce the floodplain compensation capacity approved in District permit number IND-009-126163-3. The Parties agree that the floodplain compensation capacity of the property on which the stormwater treatment area is located is 224.06 acre-feet. To date, a total required floodplain compensation volume of 186.82 acre-feet has been calculated for the St. Johns Heritage Parkway project, the F.D.O.T. Ellis Road Interchange project (note: FDOT's floodplain compensation easement is 78.6 acre feet), and the future Washingtonia Drive extension project, which results in a reserve floodplain compensation capacity of 37.24 acre-feet. The Parties agree that the DISTRICT may use 5.20 acre-feet of the reserve floodplain volume for its project maintenance access, and the balance (32.04 acre-feet) will be reserved to Brevard County for its future use.

Description	Volume (acre-feet)
Floodplain volume created by Brevard County during construction of St. John's Heritage Parkway	224.06

Description	Volume (acre-feet)
Floodplain volume used for St. John's Heritage Parkway, FDOT's Ellis Road Interchange and the Washington Drive Extension	186.82 *FDOT's portion is 78.6
Reserve Excess Volume (Jones Edmunds Calculations)	37.24
District volume required for District project maintenance access	5.20
Excess Volume reserved for Brevard County Future Use	32.04

- c. The District, in partnership with the County, will develop an operation and maintenance plan for the pump and weir structure. An agreed upon operation and maintenance plan shall be a prerequisite for the required County right-of-way permit in paragraph 5.c. Modifications to the plan will be made in partnership with the County.
- d. If unanticipated circumstances arise, the District, in partnership with the County, will develop a contingency plan to mitigate them. Unanticipated circumstances include, but are not limited to, excessive vegetative growth, flooding of neighboring properties, and variance of rainfall or frequency rates.

8. Notices.

All notices, consents, approvals , waivers and elections that any Party is required or desires to provide shall be in writing and shall be sufficiently provided: (i) when mailed by certified mail, postage prepaid, return receipt requested; (ii) by hand delivery or e-mail to the named individuals representing the Party to be notified; or (iii) by private parcel delivery services. Notices, including notice of a change of address shall be addressed or transmitted to the following addresses:

District:

St. Johns River Water Management District
Marc Van Heden, P. E., Project Manager
Post Office Box 1429
Palatka, Florida 32178-1429
Phone: 321-676-6604
Email: mvanheden@sjrwmd.com

Copy to:

St. Johns River Water Management District
Director, Real Estate Services Program
Post Office Box 1429 Palatka, Florida 32178-1429
Email: RealEstateServices@sjrwmd.com

County:

Brevard County
Natural Resources Management Dept.
Stormwater Program & Public Works
Engineering
2725 Judge Fran Jamieson Way, Ste A-219
Viera, Florida 32940
Phone: 321-633-2016

9. Liability and Insurance.

Each Party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that Party, its officers, employees and agents. Nothing contained herein shall be construed or interpreted as denying to any Party any remedy or defense available under the laws of the State of Florida, nor as a waiver of sovereign immunity of the State of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each Party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by its current rules and regulations. In addition, the District will include the indemnification and insurance language in the attached Exhibit E in all design and construction contracts for the Project.

10. Non-Waiver of District's Regulatory Authority.

No provision in this Agreement shall be construed as a waiver of or contract with respect to the District's regulatory and permitting authority as it now or hereafter exists under applicable laws, rules, and regulations.

11. Entire Agreement.

This Agreement constitutes the entire agreement of the Parties. There are no understandings or dealings with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except in writing signed by the Parties.

12. Abandonment.

Should the District, or its successors, abandon the Project in the future, the District or its successor shall, before abandonment, submit and obtain County approval of a plan for removing the weir structure and appurtenances thereto from the M-1 Canal and returning the area to its former condition as near as practical; removing the force main and returning the stormwater treatment area to its former condition as near as practical; and terminating this Agreement. Assumption of maintenance and operation obligations by a successor to the District will not be deemed an abandonment of the Project.

13. Governing Law, Venue, Attorney's Fees, Waiver of Right to Jury Trial.

This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one Party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Brevard County, Florida; (2) each Party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, **THE PARTIES HEREBY CONSENT TO TRIAL BY THE COURT AND WAIVE THE RIGHT TO JURY TRIAL.**

14. Disclaimer of Third-Party Beneficiaries.

This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of any third-party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or corporation other than the Parties, any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representation, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

15. Severability.

If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if

the intentions of the Parties can still be accomplished.

16. Recording and Effective Date.

The effective date of this Agreement is the date upon which the last Party to this Agreement has dated and executed the same. The District will record this Agreement, the temporary access easement, and the Deed in the Official Records in and for Brevard County, Florida after execution.

17. Separate Counterparts.

This Agreement may be executed in separate counterparts, which shall not affect its validity.

18. Amendment.

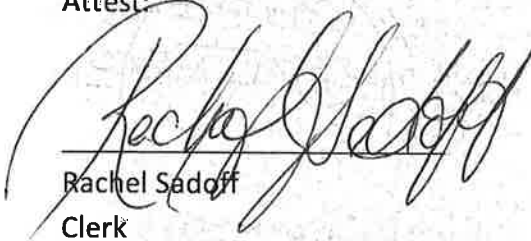
The District and the County may periodically review and adjust this Agreement, as needed, to accommodate changing circumstances or make other necessary construction or operational adjustments. These adjustments may be made by letter of agreement executed by the County's County Manager or designee and the District's Executive Director or Governing Board Chair, and appended to this Agreement, which shall be recorded by the District in the Official Records in and for Brevard County, Florida after execution.

(Signature Pages Follow)

The Parties by and through their authorized officers or legal representatives, have executed this Agreement, on the dates and year written below, the latest of which shall be inserted in the introductory paragraph.

**Board of County Commissioners of
Brevard County**

Attest:


Rachel Sadoff
Clerk

Date: 9/14/2021



Rita Pritchett
Chair

(approved by the Board on 9/14/21)

Date: 9/14/2021

APPROVED AS TO FORM CONTENT

Asst. County Attorney

(Signatures Continue)

The Parties by and through their authorized officers or legal representatives, have executed this Agreement, on the dates and year written below, the latest of which shall be inserted in the introductory paragraph.

**St. Johns River Water
Management District**

Attest:

Mary Ellen Winkler
General Counsel

Lisa A. Kelley, J.D.
Acting Executive Director

Date: _____

Date: _____

Approved as to form and legality (for use by SJRWMD)

Karen Ferguson
Asst. General Counsel

EXHIBIT A

Statement of Work

An operable control structure within the M-1 Canal east of Evans Road, including pneumatic crest gates (weirs); concrete hardened flow channel; flow channel center dividing wall; flow attenuation blocks; foundations; rip rap; mechanical equipment; power supply and equipment; concrete slabs; instrumentation and controls; paving; grading; and other incidental work.

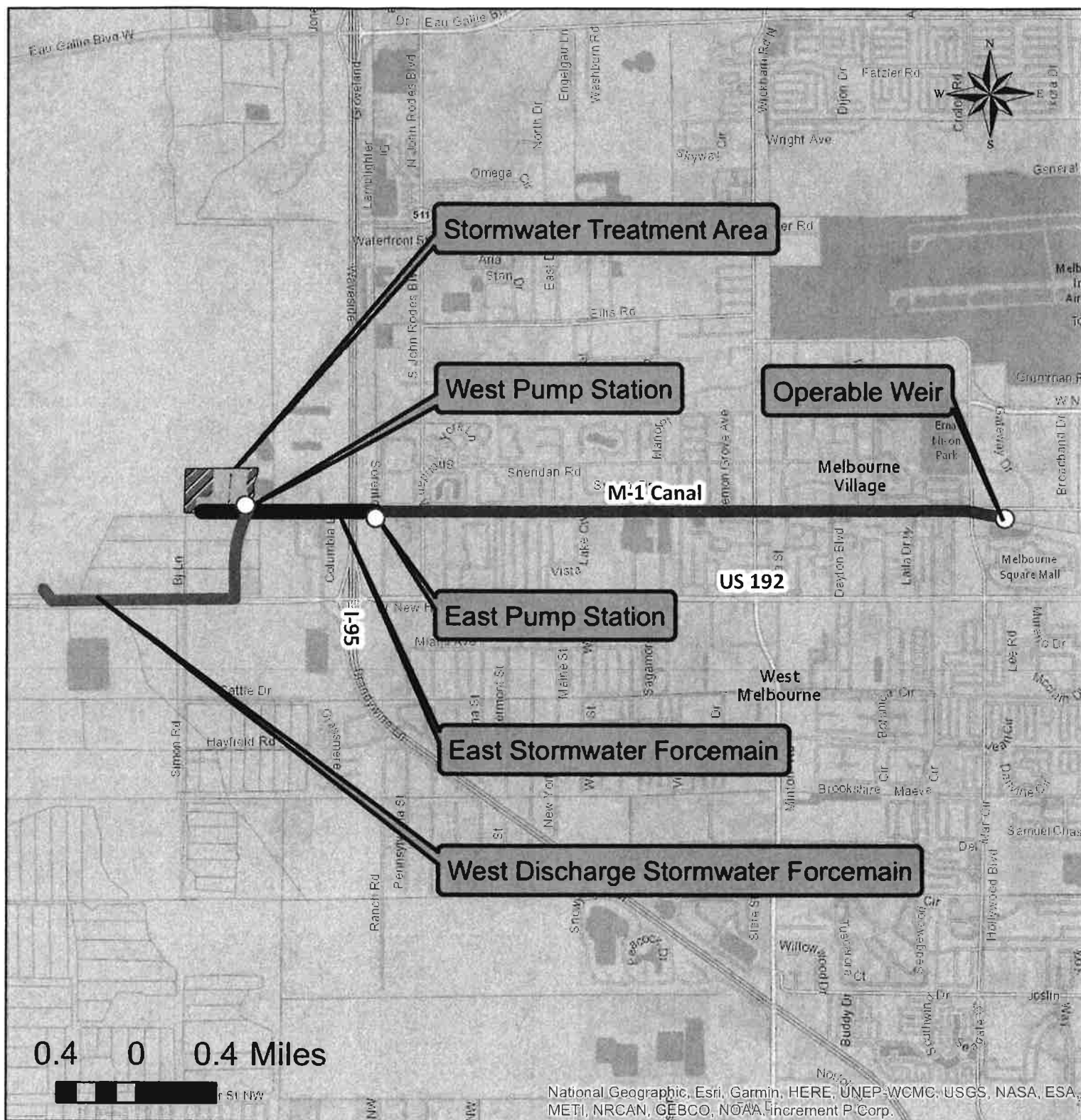
An east stormwater pumping station east of 1-95 adjacent to the M-1 Canal along Coastal Lane, including canal intake structure and screen; intake piping and manholes; concrete wet well; pumps; discharge piping; valves; pipe supports; power supply and equipment; concrete slabs and pavement; instrumentation and controls; paving; grading; and other incidental work.

A 24-inch-diameter underground high-density polyethylene stormwater force main from the pump station at Coastal Lane crossing under 1-95, existing utility easements, and the St. Johns Heritage Parkway (SJHP) by horizontal directional drilling, along with open-cut trenching in areas, valves, fittings, surface restoration, and other incidental work.

A stormwater treatment area (STA) on a floodplain compensation site just west of SJHP, as further described in Exhibit F-1. The STA will include earthwork for reshaping the banks and access of an existing wet detention pond using existing borrow pits on the site, and other incidental work.

A west stormwater pumping station within the STA parcel, including canal intake structure and screen; intake piping and manholes; concrete wet well; pumps; discharge piping; valves; pipe supports; power supply and equipment; concrete slabs and pavement; instrumentation and controls; paving; grading; and other incidental work.

A 24-inch-diameter underground high-density polyethylene stormwater force main from the pump station at the STA, through a corridor along the St. John's Heritage Parkway (SJHP) and SR 192, by horizontal directional drilling, along with open-cut trenching in areas, valves, fittings, outflow structure, surface restoration, and other incidental work.



Project Components

Exhibit B



The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1429, 4049 Reid Street Palatka, Florida 32178-1429 Tel: (386) 329-4500.

Tax Parcel 28-36-03-00-16

Pump Station and Pump Inlet Structure to be Located on District Property

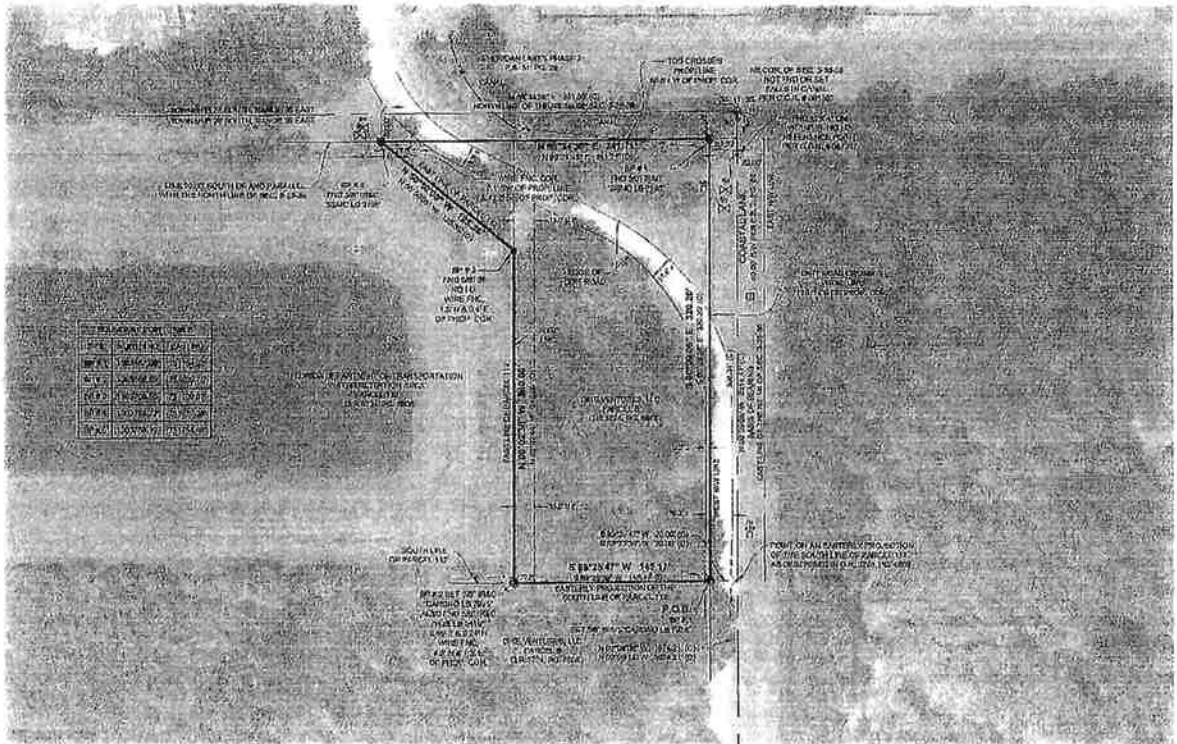


Exhibit D

Weir Site

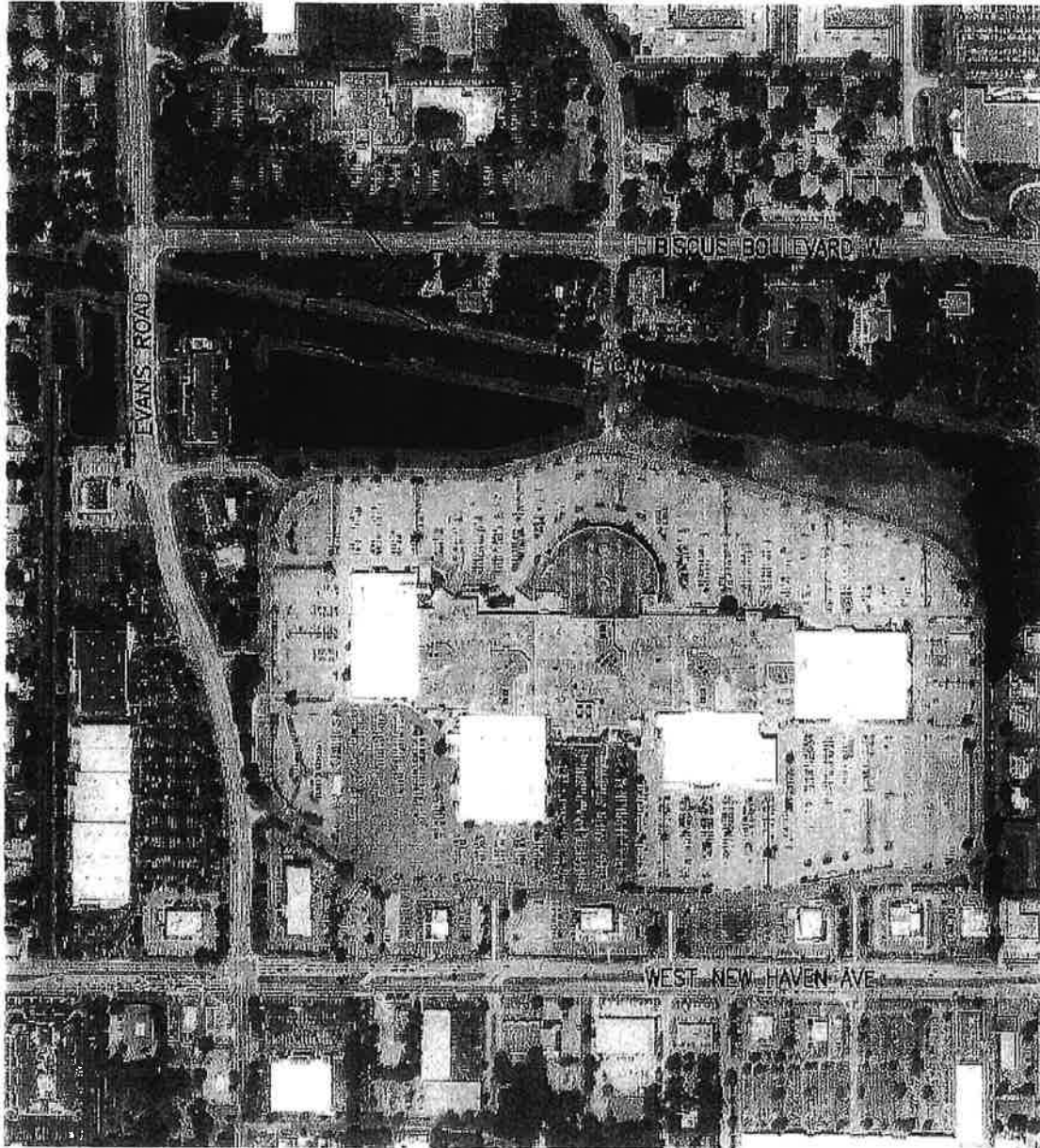


EXHIBIT E

INDEMNIFICATION. Contractor, and its successors or assigns, shall indemnify and hold harmless, release, and forever discharge the District and Brevard County, Florida, a political sub-division of the State of Florida, and both entities' public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, arising from or caused by the Contractor's, and/or its employees' or subcontractors' performance of the Work. Contractor shall further indemnify the District for all costs and penalties the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Contractor-employees performing under this Contract. The Parties acknowledge specific consideration has been exchanged for this provision. This indemnification and hold harmless shall survive the termination of this Contract. Nothing in this Contract is intended to inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of Brevard County's sovereign immunity. The District and County's indemnity and liability obligations hereunder shall be subject to each entity's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes.

INSURANCE. Contractor shall acquire and maintain all insurance required by Attachment B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the District to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance. Additionally, Contractor shall provide a certificate of insurance to Brevard County, Florida, a political sub-division of the State of Florida, with County as an additional insured, for the general liability requirements at Attachment B. Contractor's General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent, naming Brevard County, Florida as Additional Insured, and this endorsement must accompany the COI. The COUNTY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

Exhibit F-1

LEGAL DESCRIPTION OF STORMWATER TREATMENT AREA (STA)
SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST
PARENT PARCEL ID: 27-36-34-00-502
PURPOSE: FEE SIMPLE CONVEYANCE AND FLOODPLAIN
COMPENSATION EASEMENT

DESCRIPTION: STORMWATER TREATMENT AREA (STA) (BY SURVEYOR)

A portion of the Southwest Quarter of Section 34, Township 27 South, Range 36 East, Brevard County, Florida being more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of Section 34, Township 27 South, Range 36 East, Brevard County, Florida; thence South 89°27'21" West, a distance of 746.70 feet along the South line of the Southwest Quarter of said Section 34 to the POINT OF BEGINNING; thence South 89°27'21" West, a distance of 1902.35 feet along said South line to the Southwest corner of Section 34; thence North 00°09'33" West, a distance of 1249.85 feet along the West line of said Section 34 to the Northwest corner of the South 1/2 of the Southwest 1/4 of Section 34; thence North 89°31'48" East, a distance of 2114.83 feet along the North line of the South 1/2 of the Southwest 1/4 of said Section 34; thence departing said North line, South 00°50'03" East, a distance of 359.60 feet; thence South 29°23'16" West, a distance of 116.10 feet; thence South 07°27'10" West, a distance of 122.86 feet; thence South 14°28'56" East, a distance of 293.34 feet to a point on the Westerly Right of Way line of St. Johns Heritage Parkway; thence South 30°33'36" West, a distance of 199.71 feet along said West line to the point of curvature of a tangent curve concave Southeasterly, having a radius of 2969.79 feet and a central angle of 04°36'49"; thence Southwesterly 239.14 feet along the arc of said curve to the POINT OF BEGINNING.

Containing 59.24 acres, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the South line of the Southwest Quarter of Section 34, Township 27 South, Range 36 East, being North 89°27'21" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.
3. Official Records Book 8853, Page 203 is a perpetual easement which appears to enclose the entirety of the Stormwater Treatment Area.

Sketch of Descriptoin

Date: November 20, 2020 CWS

Certification Number LB2108 52783022

FOR

Job Number: 52783 Scale: 1" = 400'

Brevard County Board of
County Commissioners

Chapter 5J-17, Florida
Administrative Code requires
that a legal description drawing
bear the notation that
THIS IS NOT A SURVEY.

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
e-mail: info@southeasternsurveying.com

RYAN E. JOHNSON, PSM
Registered Land Surveyor Number 7130

SKETCH OF DESCRIPTION

SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID: 27-36-34-00-502

PURPOSE: FEE SIMPLE CONVEYANCE AND FLOODPLAIN
COMPENSATION EASEMENTSW CORNER OF SECTION 34,
TOWNSHIP 27 SOUTH,
RANGE 36 EAST

N00°09'33"W 1249.85'

NW CORNER OF S 1/2 OF
SW 1/4 OF SECTION 34,
TOWNSHIP 27 SOUTH,
RANGE 36 EAST

W LINE SECTION 34-27-36

1" = 400'
GRAPHIC SCALE
0 400NOT PLATTED
PARCEL ID:
27-36-34-00-502
BREVARD COUNTY
OFFICIAL RECORDS BOOK
8184, PAGE 1303PERPETUAL EASEMENT PER
OFFICIAL RECORDS BOOK 8853, PAGE 203STORMWATER TREATMENT
AREA (STA)
59.24 ACRESR=2969.79'
L=239.14'
Δ=4°36'49"
CH=239.07'
CB=S28°15'11"W

S14°28'56"E

293.34' S07°27'10"W

122.86'

S29°23'16"W

116.10'

S00°50'03"E

359.60'

PERPETUAL EASEMENT
BOOK 8853, PAGE 197
WEST RIGHT OF WAY LINE
E ST. JOHNS
HERITAGE PARKWAYE LINE OF SW 1/4
SECTION 34-27-36E PROPERTY LINE
OF PARCEL
27-36-00-502NOT PLATTED
PARCEL ID:
27-36-34-00-502
WELCHWOOD
ENTERPRISES INC.
OFFICIAL RECORDS BOOK
8184, PAGE 1303NOT PLATTED
PARCEL ID: 27-36-34-00-500
HERITAGE LAKES OF WEST MELBOURNE INC
OFFICIAL RECORDS BOOK 2982, PAGE 931SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108

e-mail: info@southeasternsurveying.com

LEGEND & ABBREVIATIONS:

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
PC = POINT OF CURVATURE
R = RADIUS
L = LENGTH
Δ = DELTA
CH = CHORD LENGTH
CB = CHORD BEARING
CL = CENTERLINE

Drawing No. 52783022

Job No. 52783

Date: NOVEMBER 20, 2020

SHEET 2 OF 2

See Sheet 1 for Description

THIS IS NOT A SURVEY.

NOT VALID WITHOUT SHEET 1 THROUGH 2

Exhibit F-2

07-PE11-09/01

July 8, 2020

This instrument prepared by

Marika Tremblay

Under the direction of

DANIEL L. MCDERMOTT, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 812.1B

SECTION 70220

F.P. NO. 426905 3

STATE ROAD 9

COUNTY BREVARD

PERPETUAL EASEMENT

THIS EASEMENT made this 21 day of July, 2020, by BREVARD COUNTY, a political subdivision of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual and non-exclusive easement for the limited purpose of providing up to 78.6 acre feet of flood plain compensation to grantee as required for FDOT F.P. No. 426905-3 (a/k/a the SR 9/Ellis Rd. Interchange Project), together with access as may be necessary to perform emergency maintenance in the event the St. Johns River Water Management District or Brevard County fails to adequately maintain the flood plain compensation area, over, under, upon and through the following described land in Brevard County, Florida, viz:

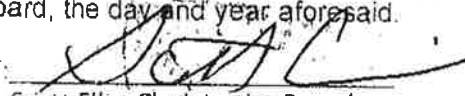
SEE ATTACHED SKETCH OF DESCRIPTION

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

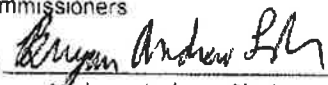
PARCEL NO. 812.1B
SECTION 70220
F.P. NO. 426905 3
PAGE 2

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson (or Vice-Chairperson) of said Board, the day and year aforesaid.

ATTEST:


Scott Ellis, Clerk to the Board
Clerk (or Deputy Clerk)

BREVARD COUNTY, FLORIDA,
By Its Board of County
Commissioners

By: 
Bryan Andrew Lober, Chair
Its Chairperson
(or Vice-Chairperson)

ADDRESS OF GRANTOR:
2727 Judge Fran Jameison Way
Viera, FL 32940

LEGAL DESCRIPTION

SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST
 BREVARD COUNTY PARCEL ID: 27-36-34-00-502
 OWNER NAME: BREVARD COUNTY

EXHIBIT "A"
 SHEET 1 OF 2
 NOT VALID WITHOUT SHEETS
 2 OF 2

812B:

PREPARED BY DRMP, INC.

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8184, PAGE 1303, BEING THAT PART OF PARCEL 107 OF EXHIBIT "A", LOCATED IN THE SW 1/4 (ONE-QUARTER) OF SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 (ONE-QUARTER) OF SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST; THENCE SOUTH 89°27'21" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 (ONE-QUARTER), A DISTANCE OF 746.70 FEET TO THE PROPOSED WESTERLY RIGHT OF WAY LINE OF PROPOSED ST. JOHNS HERITAGE PARKWAY AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°27'21" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1902.35 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 00°09'33" WEST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 1249.85 FEET TO THE NORTH LINE OF THE SOUTH 1/2 (ONE-HALF) OF SAID SOUTHWEST 1/4; THENCE, DEPARTING SAID WEST LINE, NORTH 89°31'48" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2114.83 FEET; THENCE, DEPARTING SAID NORTH LINE, SOUTH 00°50'03" EAST, A DISTANCE OF 359.60 FEET; THENCE SOUTH 29°23'16" WEST, A DISTANCE OF 116.10 FEET; THENCE SOUTH 07°27'10" WEST, A DISTANCE OF 122.86 FEET; THENCE SOUTH 14°28'56" EAST, A DISTANCE OF 293.33 FEET TO SAID PROPOSED WESTERLY RIGHT OF WAY LINE OF PROPOSED ST. JOHNS HERITAGE PARKWAY; THENCE RUN SOUTH 30°33'36" WEST, A DISTANCE OF 199.72 FEET ALONG SAID PROPOSED WESTERLY RIGHT OF WAY LINE TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2969.79 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 239.13 FEET THROUGH A CENTRAL ANGLE OF 04°36'49" TO THE POINT OF BEGINNING.

CONTAINING 59.243 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST, AS BEING SOUTH 89°27'21" WEST.
2. THE PURPOSE OF THIS LEGAL DESCRIPTION ACCOMPANIED BY A SKETCH OF DESCRIPTION IS TO PROVIDE A GEOGRAPHICAL DESCRIPTION OF REAL PROPERTY FOR THE PURPOSES OF IDENTIFYING THE PROPERTY FOR LEGAL TRANSACTIONS.
3. THE SKETCH OF DESCRIPTION SHOWN ON SHEET 2 OF 2 HEREIN, DOES NOT CONSTITUTE A BOUNDARY SURVEY.
4. THIS SKETCH AND DESCRIPTION OR THE COPIES THEREOF, EXCEPT THOSE WITH ELECTRONIC SIGNATURE AND ELECTRONIC SEAL ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS SKETCH IS NOT A SURVEY

 TEGAN DESMOND, PSM FLORIDA REGISTRATION NO. LS 6083 DATE 5/29/20	ST. JOHNS HERITAGE PARKWAY BREVARD COUNTY, FLORIDA	RIGHT OF WAY PARCEL SKETCH
	PARCEL 812B	
DRAWN TO 11/08/19 CHECKED FL 11/08/19 06-0809-008	DATA SOURCE N/A SCALE N/A	SKETCH PREPARED BY  DRMP ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648

SKETCH OF DESCRIPTION

SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST
BREVARD COUNTY PARCEL ID: 27-36-34-00-502
OWNER NAME: BREVARD COUNTY

0 200 400 800

Scale: 1" = 400'

EXHIBIT "A"
SHEET 2 OF 2
NOT VALID WITHOUT SHEETS
1 OF 2

N

S.W. CORNER OF
THE S.W. 1/4 OF
SEC. 34-T27S-R36E

W. LINE OF THE S.W. 1/4 OF SEC. 34

N00°09'33"W 1249.85'

O.R.B. 2962, PG. 1918
PARCEL ID: 27-36-34-00-502

NOT PLATTED

NOT PLATTED

SEC. 3

T28S

T27S

S. LINE OF THE
S.W. 1/4 OF SEC. 34

SEC. 34

812B

CURVE
CONCAVE
EASTERLY
Δ: 04°36'49"
L: 239.13'
R: 2969.79'
CH: 239.07'
CB: S28°15'11"W

N. LINE OF THE S. 1/2
OF THE S.W. 1/4 OF SEC. 34

N89°31'48"E 2114.83'

LEGEND

Δ	CENTRAL ANGLE
CB	CHORD BEARING
CH	CHORD DISTANCE
ID	IDENTIFICATION
L	LENGTH
L.B.	LICENSED BUSINESS
NO.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
P.	PROPERTY LINE
P.B.	PLAT BOOK
PC	POINT OF CURVATURE
PG.	PAGE
R	RANGE/RADII
R/W	RIGHT OF WAY
SEC.	SECTION
T	TOWNSHIP

HERITAGE LAKES OF
WEST MELBOURNE, INC.
27-36-34-00-500
O.R. 2982, PG. 931

FLORIDA INDIAN RIVER
LAND COMPANY SUBDIVISION
(P.B. 2, PG. 80)

POINT OF
BEGINNING

POINT OF
COMMENCEMENT
S.E. CORNER OF
THE S.W. 1/4 OF
SEC. 34-T27S-R36E

S89°27'21"W
746.70'

PC

S30°33'36"W
199.72'

PROPOSED ST. JOHNS
HERITAGE PARKWAY

L1	S00°50'03"E	359.60'
L2	S29°23'16"W	116.10'
L3	S07°27'10"W	122.86'
L4	S14°28'56"E	293.33'

N. 1/2 OF
THE S.W. 1/4
OF SEC. 34

S.E. 1/4 OF SEC. 34

THIS SKETCH IS NOT A SURVEY

ST. JOHNS HERITAGE PARKWAY
BREVARD COUNTY, FLORIDA

RIGHT OF WAY
PARCEL SKETCH

PARCEL 812B

SKETCH PREPARED BY
DRMP
941 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594
L.B. No. 2648

DRAWN	TO	11/08/19	DATE	11/08/19
CHECKED	FL	11/08/19	DATE	11/08/19

Exhibit G-1

LEGAL DESCRIPTION OF PERMANENT ACCESS EASEMENT
SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST
PARENT PARCEL ID: 27-36-34-00-502
PURPOSE: PERMANENT ACCESS EASEMENT

DESCRIPTION PERMANENT ACCESS EASEMENT (BY SURVEYOR):


A portion of the Southwest Quarter of Section 34, Township 27 South, Range 36 East, Brevard County, Florida being more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of Section 34, Township 27 South, Range 36 East, Brevard County, Florida; thence South 89°27'21" West, a distance of 628.84 feet along the South line of the Southwest Quarter of said Section 34 to a point on the centerline of St. Johns Heritage Parkway, said point being on a non-tangent curve concave Southeasterly, having a radius of 2864.79 feet and a central angle of 03°33'44"; thence from a tangent bearing of North 26°59'52" East Northerly along the arc of said curve a distance of 178.11 feet to a point of tangency; thence North 30°33'36" East along said centerline, a distance of 746.02' to a point of curvature of a curve concave Northwesterly, having a radius of 1909.89 feet and a central angle of 12°23'29"; thence Northerly along the arc of said curve a distance of 413.06' feet; thence North 71°30'52" West departing said centerline, a distance of 105.00 feet to a point on the West Right of Way Line of St. Johns Heritage Parkway, said point being the POINT OF BEGINNING and a point on a non-tangent curve concave West, having a radius of 1804.89 feet and a central angle of 01°25'38"; thence from a tangent bearing of South 18°09'00" West Southerly along the arc of said curve and said West Right of Way line a distance of 44.96 feet; thence departing said line, North 70°25'22" West a distance of 35.91 feet; thence South 89°24'02" West, a distance of 310.00 feet; thence South 45°00'00" West, a distance of 27.75 feet; thence South 00°50'03" East, a distance of 222.53 feet; thence South 29°23'16" West, a distance of 164.98 feet; thence South 07°27'10" West, a distance of 120.74 feet; thence South 14°28'56" East, a distance of 152.98 feet; thence South 59°26'24" East, a distance of 65.58 feet to a point on the Westerly Right of Way Line of St. Johns Heritage Parkway; thence South 30°33'36" West a distance of 122.01 feet along said line; thence departing said line, North 14°28'56" West a distance of 91.36 feet; thence North 30°33'35" East, a distance of 14.13 feet; thence North 14°28'56" West, a distance of 190.06 feet; thence North 07°27'10" East, a distance of 132.37 feet; thence North 29°23'16" East, a distance of 162.70 feet; thence North 00°50'03" West, a distance of 227.11 feet; thence North 45°00'00" East, a distance of 52.67 feet; thence North 89°24'02" East, a distance of 370.93 feet to the POINT OF BEGINNING.

Containing 0.89 acres, more or less

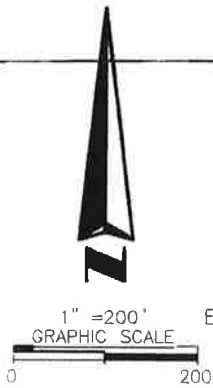
SURVEYOR'S REPORT:

- Bearings shown hereon are based on the South line of the Southwest Quarter of Section 34, Township 27 South, Range 36 East, being South 89°27'21" West.
- I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.

Sketch of Description FOR St. Johns River Water Management District	Date: 11/18/2020 CWS		Certification Number LB2108 52783021
	Job Number: 52783	Scale: 1" = 200'	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 8500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		
RYAN E. JOHNSON REGISTERED LAND SURVEYOR Number 7130			

SKETCH OF DESCRIPTION
SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST
PARENT PARCEL ID: 27-36-34-00-502
PURPOSE: PERMANENT ACCESS EASEMENT

NOT PLATTED
PARCEL ID: 27-36-34-00-500
HERITAGE LAKES OF WEST MELBOURNE INC
OFFICIAL RECORDS BOOK 2982, PAGE 931



NOT PLATTED
PARCEL ID:
27-36-34-00-502
BREVARD COUNTY
OFFICIAL RECORDS BOOK
8184, PAGE 1303

LEGEND & ABBREVIATIONS:

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
R = RADIUS
L = LENGTH
Δ = DELTA
CH = CHORD LENGTH
CB = CHORD BEARING
CL = CENTERLINE

PERPETUAL EASEMENT PER
OFFICIAL RECORDS
BOOK 8853, PAGE 203

R=2864.79'
L=178.11'
Δ=3°33'44"
CH=178.08'
CB=N28°46'44"E

S LINE OF SW 1/4
SECTION 34-27-36

20.00' RIGHT OF WAY
PER PLAT BOOK 2, PAGE 80

BEARING BASIS
S89°27'21"W 628.84'

POC
SOUTHEAST CORNER OF THE
SOUTHWEST 1/4 OF SECTION 34,
TOWNSHIP 27 SOUTH, RANGE 36 EAST



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108

e-mail: info@southeasternsurveying.com

Drawing No: 52783021
Job No: 52783
Date: 11/18/2020
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEETS 1 THROUGH 2

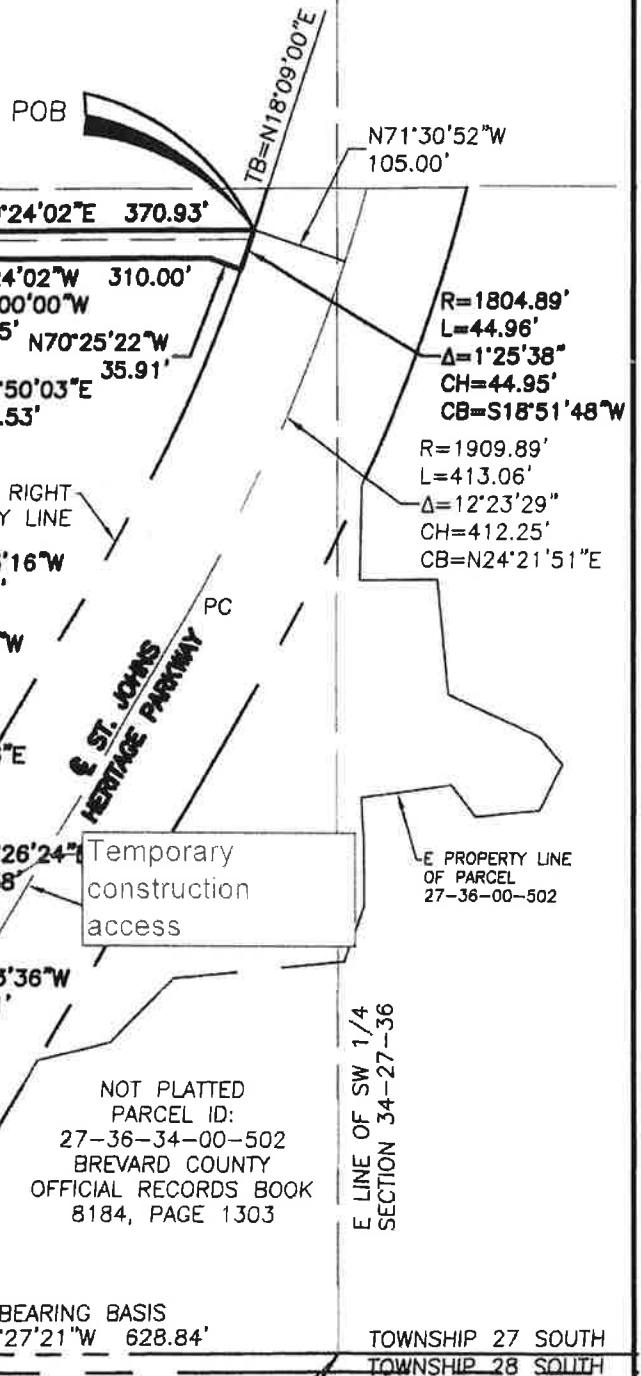


Exhibit G-2

June 3, 2020

This instrument prepared by

Marika Tremblay

Under the direction of

DANIEL L. MCDERMOTT, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 812.1A

SECTION 70220

F.P. NO. 426905 3

STATE ROAD 9

COUNTY BREVARD

PERPETUAL EASEMENT

THIS EASEMENT made this 21 day of July, 2020, by BREVARD COUNTY, a political subdivision of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION its successors and assigns, grantee.

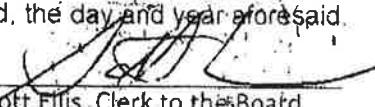
WITNESSETH: That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement for the purpose of nonexclusive access, in, over, under, upon and through the following described land in Brevard County, Florida, viz:

SEE ATTACHED SKETCH OF DESCRIPTION

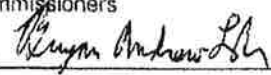
TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

PARCEL NO. 812 1A
SECTION 70220
F.P. NO. 426905 3
PAGE 2

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson (or Vice-Chairperson) of said Board, the day and year aforesaid.

ATTEST: 
Scott Ellis, Clerk to the Board
Clerk (or Deputy Clerk)

BREVARD COUNTY, FLORIDA,
By Its Board of County
Commissioners

By: 
Bryan Andrew Lober, Chair
Its Chairperson
(or Vice-Chairperson)

ADDRESS OF GRANTOR
2727 Judge Fran Jamieson Way
Viera, FL 32940

LEGAL DESCRIPTION

SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST
 BREVARD COUNTY PARCEL ID: 27 36-34-00-502
 OWNER NAME: BREVARD COUNTY

EXHIBIT "A"
 SHEET 1 OF 2
 NOT VALID WITHOUT
 SHEET 2 OF 2

PREPARED BY DRMP, INC


A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8184, PAGE 1303, BEING THAT PART OF PARCEL 107 OF EXHIBIT "A", LOCATED IN THE SOUTHWEST 1/4 (ONE-QUARTER) OF SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

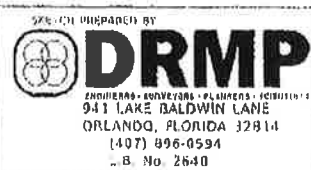
COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 (ONE-QUARTER) OF SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST; THENCE RUN SOUTH 89°27'21" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 (ONE-QUARTER), A DISTANCE OF 628.84 FEET TO A POINT ON THE CENTERLINE OF THE PROPOSED ST. JOHNS HERITAGE PARKWAY, BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 2864.79 FEET AND A CHORD WHICH BEARS NORTH 28°46'44" EAST, A DISTANCE OF 178.08 FEET; THENCE DEPARTING SAID SOUTH LINE AND ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°33'44", FOR A LENGTH OF 178.11 FEET TO A POINT OF TANGENCY; THENCE NORTH 30°33'36" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 746.02 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1909.86 FEET; THENCE ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°04'28" FOR A LENGTH OF 402.48 FEET TO THE END OF SAID CURVE, THENCE NORTH 71°30'52" WEST, DEPARTING SAID CENTERLINE, A DISTANCE OF 105.00 FEET TO THE WESTERLY RIGHT OF WAY LINE AND THE POINT OF BEGINNING; THENCE ALONG A CURVE THROUGH A CENTRAL ANGLE OF 01°05'29" FOR A LENGTH OF 34.38 FEET HAVING A RADIUS OF 1804.86 FEET, A CHORD BEARING OF SOUTH 19°01'53" WEST AND A CHORD DISTANCE OF 34.38 FEET; THENCE NORTH 70°25'22" WEST, A DISTANCE OF 35.91 FEET; THENCE SOUTH 89°24'02" WEST, A DISTANCE OF 394.90 FEET; THENCE NORTH 00°50'03" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°24'02" EAST, A DISTANCE OF 440.24 FEET TO THE POINT OF BEGINNING

CONTAINING 8971 SQUARE FEET, MORE OR LESS

SURVEYOR'S NOTES:

- 1 THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST, AS BEING SOUTH 89°27'21" WEST.
- 2 THE PURPOSE OF THIS LEGAL DESCRIPTION ACCOMPANIED BY A SKETCH OF DESCRIPTION IS TO PROVIDE A GEOGRAPHICAL DESCRIPTION OF REAL PROPERTY FOR THE PURPOSES OF IDENTIFYING THE PROPERTY FOR LEGAL TRANSACTIONS.
- 3 THE SKETCH OF DESCRIPTION SHOWN ON SHEET 2 OF 2 HEREIN, DOES NOT CONSTITUTE A BOUNDARY SURVEY.
- 4 THIS SKETCH AND DESCRIPTION OR THE COPIES THEREOF, EXCEPT THOSE WITH ELECTRONIC SIGNATURE AND ELECTRONIC SEAL ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

 5-27-20 MEGAN DESMOND, PSM FLORIDA REGISTRATION No. LS 6083		ST. JOHNS HERITAGE PARKWAY BREVARD COUNTY, FLORIDA		RIGHT OF WAY PARCEL SKETCH											
		PARCEL 812A <table border="1"> <tr> <td>BY</td> <td>DATE</td> <td>DATA SOURCE</td> <td>SCALE</td> </tr> <tr> <td>DRAWN</td> <td>TO</td> <td>05/27/20</td> <td>N/A</td> </tr> <tr> <td>CHECKED</td> <td>FL</td> <td>05/27/20</td> <td>36-0809.000</td> </tr> </table>				BY	DATE	DATA SOURCE	SCALE	DRAWN	TO	05/27/20	N/A	CHECKED	FL
BY	DATE	DATA SOURCE	SCALE												
DRAWN	TO	05/27/20	N/A												
CHECKED	FL	05/27/20	36-0809.000												


 ENGINEERS • SURVEYORS • PLANNERS • ARCHITECTS
 941 LAKE BALDWIN LANE
 ORLANDO, FLORIDA 32814
 (407) 896-0594
 L.B. No. 2640

