



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.1.

10/22/2019

Subject:

Wetlands Mitigation for the Pines Industrial Stormwater Project

Fiscal Impact:

The mitigation cost (<\$100,000) was already approved in the adopted budget for this Capital Improvement Project in Commission District 4. (Fund 1114, Stormwater. Although the mitigation is located in District 2, it mitigates a Stormwater Capital Project in District 4.)

Dept/Office:

Natural Resources Management Department

Requested Action:

It is requested that the Board of County Commissioners (1) adopt and execute a Resolution affirming the recording of a conservation easement; (2) approve and authorize the Chair to sign a Conservation Easement conveyance to the Saint Johns River Water Management District associated with the Pines Industrial Stormwater Project after review and approval by Risk Management and the County Attorney's Office; and (3) approve the bid, award, and authorize the Chair or County Manager to sign contracts for the mitigation work to be performed in association with the Pines Industrial Stormwater Project after review and approval by Risk Management and the County Attorney's Office.

Summary Explanation and Background:

The Pines Industrial Pond with Denitrification Bioreactor Project is a Board approved Capital Improvement Project to treat run-off from a 71-acre commercial and industrial area in District 4 near the east end of Barnes Boulevard. This project includes constructing a 4-acre retention pond that will discharge through a bed of denitrification media and phosphorus-binding baffle filters. This treatment train will intercept and reduce pollution discharged through the existing conveyance system to the Indian River Lagoon.

A significant portion of the project site has wetlands. Due to the location of the project, purchase of mitigation credits would cost over \$400,000. Alternatively, a portion of County-owned wetlands within the existing Hall Road mosquito impoundment can be placed under a conservation easement and treated for exotic and invasive vegetation. The estimated cost for this mitigation work is under \$100,000 and is included in the approved budget for the Pines Industrial Stormwater project.

The proposed mitigation plan has been approved by the Saint Johns River Water Management District and the Environmentally Endangered Lands program. The proposed work and conservation easement will not affect the Hall Road Drainage Improvement project.

Clerk to the Board Instructions:

Chairman to execute four (4) Conservation Easements and one (1) original Resolution (after Attorney's review and approval).



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 23, 2019

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Director

RE: Item F.1., Wetlands Mitigation for the Pines Industrial Stormwater Project

The Board of County Commissioners, in regular session on October 22, 2019, adopted Resolution No. 19-209, affirming the recording of a conservation easement; approved and authorized the Chair to execute Conservation Easement with St. Johns River Water Management District associated with the Pines Industrial Stormwater Project after review and approval by Risk Management and the County Attorney's Office; and approved the bid, awarded, and authorize the Chair or County Manager to sign contracts for the mitigation work to be performed in association with the Pines Industrial Stormwater Project after review and approval by Risk Management and the County Attorney's Office. Enclosed is a fully-executed Resolution.

Upon execution by all parties and recordation, please return a fully-executed Conservation Easement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

Encl. (1)

cc: Asset Management
Finance
Budget

RESOLUTION NO. 2019- 209

A RESOLUTION PURSUANT TO SECTION 125.38, FLORIDA STATUTES, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY INTEREST BY THE COUNTY.

WHEREAS, Brevard County, Florida (COUNTY), owns certain real property described in Exhibit "A" and desires to preserve said property as mitigation for impacts due to the COUNTY Pines Industrial Stormwater Project; and

WHEREAS, the Saint Johns River Water Management District requires a conservation easement over said real property described in Exhibit A in order to consider said property as mitigation for impacts due to a COUNTY project; and


WHEREAS, said Conservation Easement Agreement benefits the COUNTY and will not conflict with the COUNTY's use of the servient property;

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

1. The foregoing recitals are incorporated herein and adopted as part of this resolution.
2. The COUNTY hereby agrees to convey a non-exclusive perpetual Conservation Easement Agreement to the Saint Johns River Water Management District for the purpose of preserving the native flora and fauna in their natural state with full rights of ingress and egress for the purposes stated herein. No payment or consideration shall be required.

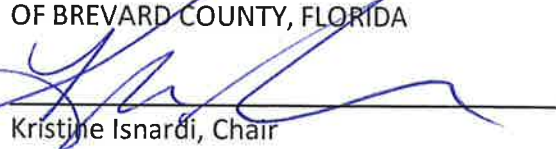
This Resolution is PASSED AND ADOPTED in Regular Session, this 22 day of Oct, 2019.

ATTEST:



Scott Ellis, Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Kristine Isnardi, Chair

As approved by Board October 22, 2019



Brevard County Natural Resources Management
 2725 Judge Fran Jamieson Way
 Viera, FL 32490



MAP IS FOR INFORMATIONAL PURPOSES ONLY
 Not intended as a survey or construction plan.
 C. Lieberman July 19, 2019

Prepared by:

Return original or certified recorded document to:
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177

**Deed of Conservation Easement
Standard**

*This is a Draft
Never Received
Original Deed of
Conservation Easement
but, Tammy included
in Tammy's answer*

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this _____ day of _____, 20____, by _____ ("Grantor") whose mailing address is _____ to **St. Johns River Water Management District** ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in _____ County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. _____ ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.



2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas; and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. **Grantee's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. **Taxes.** When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. **Written Notice.** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in _____ County, Florida.

14. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of _____ County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, ("Grantor") has hereunto set its authorized hand this _____ day of

_____, 20____.

A Florida corporation or _____ (choose one)

By: _____
(Signature)

Name:

Title:

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of _____ (corporation), a Florida corporation, or _____ (choose one) and acknowledged that he/she executed the same on behalf of said corporation, or _____ (choose one) and that he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

Mortgagee (Lender) Joinder, Consent, and Subordination

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, _____, the owner and holder of a mortgage dated _____, given by ("Mortgagor/Borrower") to _____ ("Mortgagee/Lender"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____, (together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all in the Public Records of _____ County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement granted to the **St. Johns River Water Management District**, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee/Lender Joinder, Consent, and Subordination is made this _____ day of _____, 20____.

By: _____
(Signature)

(Mortgagee/Lender)

Name: _____

Title: _____
(Print)

WITNESSES:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (print name), as _____ (title) of _____ (Mortgagee/Lender), on behalf of the corporation, or _____ (choose one). He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

EXHIBIT A

[LOCATION MAP]

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]

LEGAL DESCRIPTION

PARCEL 801 AND 802

EXHIBIT "A"

SHEET 1 OF 4

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

THIS IS NOT A SURVEY

SEE SURVEYORS NOTE #1

SHEET 4 OF 4

PARENT PARCEL ID#: 24-36-01-NJ-A

PURPOSE: CONSERVATION EASEMENT

LEGAL DESCRIPTION: PARCEL 801 CONSERVATION EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF TRACT "A", BELLA VITA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 32, PAGE 4 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND ALSO BEING LOCATED WITHIN THE WEST HALF OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "A"; THENCE SOUTH 00° 11' 04" EAST ALONG THE EAST LINE OF SAID TRACT "A", SAID LINE ALSO BEING THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 1050.30 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 11' 04" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 209.03 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 06° 30' 56" WEST FOR A DISTANCE OF 50.02 FEET; THENCE SOUTH 41° 02' 17" WEST FOR A DISTANCE OF 39.48 FEET; THENCE SOUTH 48° 18' 57" WEST FOR A DISTANCE OF 39.14 FEET; THENCE SOUTH 04° 54' 16" EAST FOR A DISTANCE OF 53.31 FEET; THENCE SOUTH 34° 01' 08" EAST FOR A DISTANCE OF 67.15 FEET; THENCE SOUTH 04° 35' 58" WEST FOR A DISTANCE OF 403.75 FEET; THENCE SOUTH 01° 23' 45" WEST FOR A DISTANCE OF 109.59 FEET; THENCE SOUTH 02° 11' 55" EAST FOR A DISTANCE OF 97.87 FEET; THENCE SOUTH 02° 03' 38" EAST FOR A DISTANCE OF 206.84 FEET; THENCE SOUTH 00° 13' 00" WEST FOR A DISTANCE OF 219.66 FEET; THENCE SOUTH 02° 00' 43" EAST FOR A DISTANCE OF 112.25 FEET; THENCE SOUTH 00° 35' 35" EAST FOR A DISTANCE OF 807.93 FEET; THENCE SOUTH 03° 30' 11" WEST FOR A DISTANCE OF 204.32 FEET; THENCE SOUTH 03° 16' 24" EAST FOR A DISTANCE OF 56.60 FEET; THENCE SOUTH 20° 46' 28" EAST FOR A DISTANCE OF 67.79 FEET; THENCE SOUTH 35° 14' 00" EAST FOR A DISTANCE OF 42.39 FEET TO A POINT ON EAST LINE OF SAID TRACT "A", SAID LINE ALSO BEING THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE SOUTH 00° 11' 08" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 498.73 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 75° 00' 00" WEST FOR A DISTANCE OF 379.74 FEET; THENCE NORTH 00° 00' 00" EAST FOR A DISTANCE OF 200.00 FEET; THENCE NORTH 40° 00' 00" WEST FOR A DISTANCE OF 415.00 FEET; THENCE NORTH 08° 00' 00" WEST FOR A DISTANCE OF 1408.28 FEET; THENCE NORTH 30° 00' 00" EAST FOR A DISTANCE OF 120.00 FEET; THENCE NORTH 90° 00' 00" EAST FOR A DISTANCE OF 275.00 FEET; THENCE NORTH 09° 01' 14" EAST FOR A DISTANCE OF 1122.67 FEET; THENCE NORTH 87° 32' 08" EAST A DISTANCE OF 308.37 FEET TO THE POINT OF BEGINNING, CONTAINING 38.65 ACRES (1,683, 391 SQUARE FEET), MORE OR LESS.

CONTINUED ON SHEET 2 OF 4



Michael J. Sweeney

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

PREPARED FOR:

BREVARD COUNTY BOARD OF COUNTY
COMMISSIONERS

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



DRAWN BY: M SWEENEY

CHECKED BY: T VITALE

PROJECT NO. 19-08-072

SECTION 1
TOWNSHIP 24 SOUTH
RANGE 36 EAST

DATE: ####

SHEET: 1 OF 4

REVISIONS

DATE

DESCRIPTION

LEGAL DESCRIPTION

PARCEL 801 AND 802

PARENT PARCEL ID#: 24-36-01-NJ-A
PURPOSE: CONSERVATION EASEMENT

EXHIBIT "A"

SHEET 2 OF 4

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

THIS IS NOT A SURVEY
SEE SURVEYORS NOTE #1
SHEET 4 OF 4

CONTINUED FROM SHEET 1 OF 4

LEGAL DESCRIPTION: PARCEL 802 CONSERVATION EASEMENT (BY SURVEYOR)
A PARCEL OF LAND BEING A PORTION OF TRACT "A", BELLA VITA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 32, PAGE 4 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND ALSO BEING LOCATED WITHIN THE WEST HALF OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "A"; THENCE SOUTH 00° 11' 04" EAST ALONG THE EAST LINE OF SAID TRACT "A", SAID LINE ALSO BEING THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 1540.60 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE CONTINUE SOUTH 00° 11' 04" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 991.36 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE SOUTH 00° 11' 08" EAST ALONG THE EAST LINE OF SAID TRACT "A", SAID LINE ALSO BEING THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 1 FOR A DISTANCE OF 1211.83 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 35° 14' 00" WEST FOR A DISTANCE OF 3.58 FEET; THENCE NORTH 20° 46' 28" WEST FOR A DISTANCE OF 60.77 FEET; THENCE NORTH 03° 16' 24" WEST FOR A DISTANCE OF 51.27 FEET; THENCE NORTH 03° 30' 11" EAST FOR A DISTANCE OF 203.73 FEET; THENCE NORTH 00° 35' 35" WEST FOR A DISTANCE OF 809.14 FEET; THENCE NORTH 02° 00' 43" WEST FOR A DISTANCE OF 112.07 FEET; THENCE NORTH 00° 13' 00" EAST FOR A DISTANCE OF 219.67 FEET; THENCE NORTH 02° 03' 38" WEST FOR A DISTANCE OF 207.37 FEET; THENCE NORTH 02° 11' 55" WEST FOR A DISTANCE OF 97.12 FEET; THENCE NORTH 01° 23' 45" EAST FOR A DISTANCE OF 108.11 FEET; THENCE NORTH 04° 35' 58" EAST A DISTANCE OF 336.86 FEET TO THE POINT OF BEGINNING, CONTAINING 0.96 ACRES (41,756 SQUARE FEET), MORE OR LESS

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

THE TOTAL ACREAGE OF PARCEL 801 AND PARCEL 802 IS 39.61 ACRES, MORE OR LESS.

SEE SHEET 4 OF 4 FOR SURVEYOR'S NOTES.



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

SCALE: NA
PROJECT NO.: 19-08-072

SECTION 1
TOWNSHIP 24 SOUTH
RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL 801 AND 802

EXHIBIT "A"

SHEET 3 OF 4

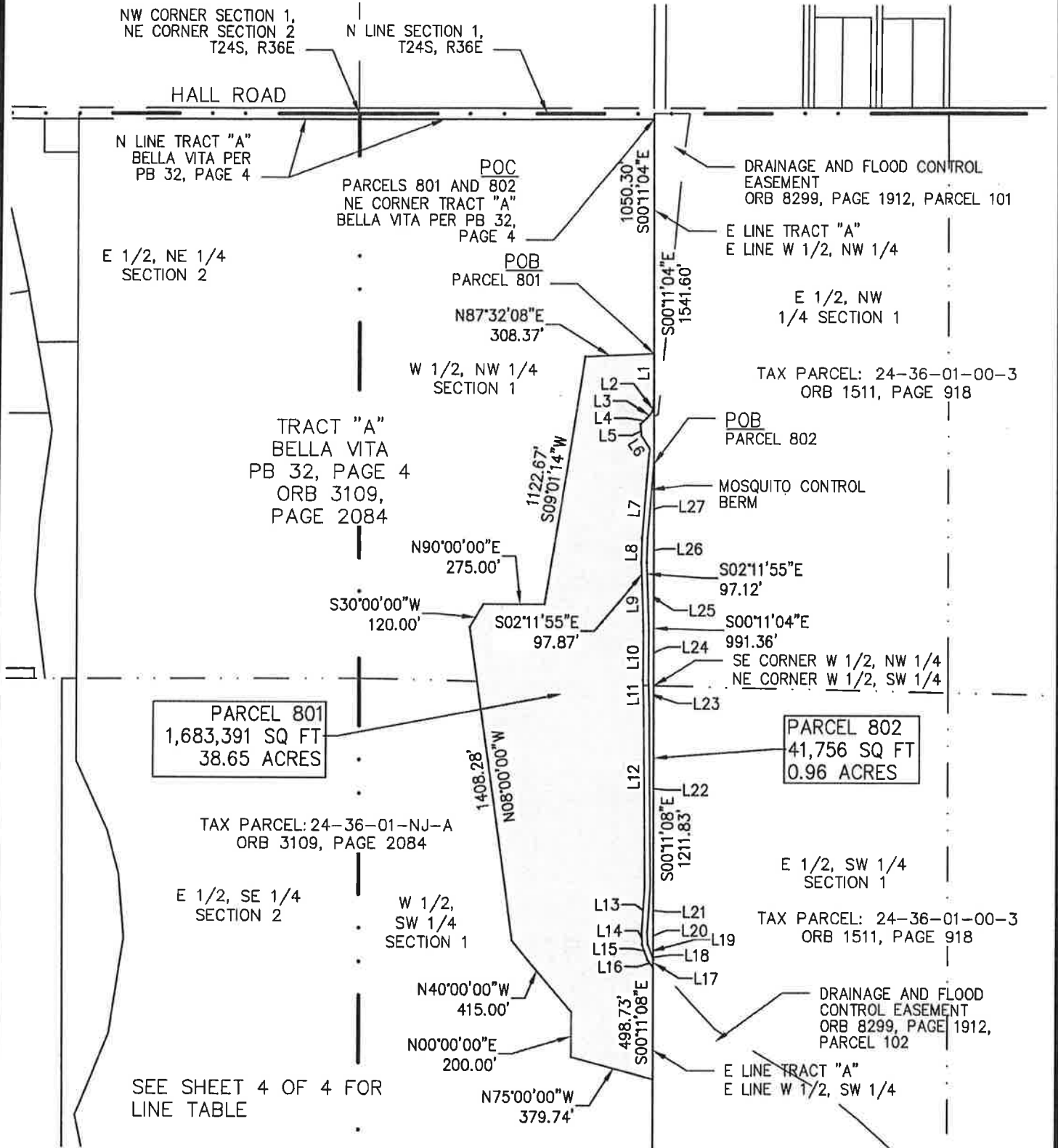
NOT VALID WITHOUT SHEET 1, 2, & 4 OF 4

THIS IS NOT A SURVEY

PARENT PARCEL ID#: 24-36-01-NJ-A

PURPOSE: CONSERVATION EASEMENT

SEE SURVEYORS NOTE #1, SHEET 4 OF 4



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

SCALE: 1" = 600'
 PROJECT NO.: 19-08-072

SECTION 1
 TOWNSHIP 24 SOUTH
 RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL 801 AND 802

PARENT PARCEL ID#: 24-36-01-NJ-A
 PURPOSE: CONSERVATION EASEMENT

EXHIBIT "A"

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

THIS IS NOT A SURVEY

SEE SURVEYORS NOTE #1

Parcel Line Table

Line #	Length	Direction
L1	209.03'	S0° 11' 04"E
L2	50.02'	S6° 30' 56"W
L3	39.48'	S41° 02' 17"W
L4	39.14'	S48° 18' 57"W
L5	53.31'	S4° 54' 16"E
L6	67.15'	S34° 01' 08"E
L7	403.75'	S4° 35' 58"W
L8	109.59'	S1° 23' 45"W
L9	206.84'	S2° 03' 38"E
L10	219.66'	S0° 13' 00"W
L11	112.25'	S2° 00' 43"E
L12	807.93'	S0° 35' 35"E
L13	204.32'	S3° 30' 11"W
L14	56.60'	S3° 16' 24"E
L15	67.79'	S20° 46' 28"E
L16	42.39'	S35° 14' 00"E
L17	43.53'	N0° 11' 08"W
L18	3.58'	N35° 14' 00"W
L19	60.77'	N20° 46' 28"W
L20	51.27'	N3° 16' 24"W

Parcel Line Table

Line #	Length	Direction
L21	203.73'	N3° 30' 11"E
L22	809.14'	N0° 35' 35"W
L23	112.07'	N2° 00' 43"W
L24	219.67'	N0° 13' 00"E
L25	207.37'	N2° 03' 38"W
L26	108.11'	N1° 23' 45"E
L27	336.86'	N4° 35' 58"E

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS SHOWN HEREON ARE SPECIFICALLY BASED ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1 AS BEING SOUTH 00° 11' 04" EAST AS DETERMINED BY THEIR COORDINATE VALUES PER SAID FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE 0901.
3. ONLY RIGHTS OF WAY AND EASEMENTS SHOWN ON APPLICABLE RECORD PLATS ARE INDICATED HEREON. NO OWNERSHIP AND ENCUMBRANCE REPORT OR OTHER INFORMATION WAS FURNISHED TO THE SURVEYOR AND MAPPER.
4. REFERENCE MATERIAL:
 A. SPECIFIC PURPOSE SURVEY, MOSQUITO CONTROL BERM SOUTH OF HALL ROAD, PREPARED FOR BREVARD COUNTY MOSQUITO CONTROL, PREPARED BY BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION, PROJECT NO. 1702032, DATED 7/27/17, LATEST REVISION 4/27/18.

ABBREVIATIONS:

- ORB = OFFICIAL RECORDS BOOK
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- PB = PLAT BOOK
- SQ FT = SQUARE FEET



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SCALE: NA
 PROJECT NO.: 19-08-072

SECTION 1
 TOWNSHIP 24 SOUTH
 RANGE 36 EAST