



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.2.

5/6/2025

Subject:

Sovereign Submerge Lands Easement (SSL) for the Titusville Causeway Multi-Trophic Shoreline Restoration and Resiliency Action Project - District 1.

Fiscal Impact:

None

Dept/Office:

Natural Resources Management

Requested Action:

It is requested that the Board of County Commissioners approve the Sovereign Submerged Lands Easement and authorize the Chairman to execute the original easement upon Florida Department of Environmental Protection's approval.

Summary Explanation and Background:

The Board of County Commissioners, in regular session on July 25, 2023, approved the execution of cost-share agreements, solicitation of bids and execution of contracts to facilitate the construction of an innovative nearshore breakwater reef, living shoreline, seagrass plantings, and clam seeding in the lee of the breakwater, to protect the Titusville Causeway right-of-way and improve water quality on the southeast side of the Titusville Causeway.

The south side of the Titusville Causeway has experienced frequent erosion of the shoreline jeopardizing the road, local wildlife and recreational use of the area. This project will showcase the use of Wave Attenuation Devices (WADs) to reduce the wind-generated wave action that is affecting the shoreline. To obtain authorization for the installation of the WADs, the St Johns Water Management District (SJRWMD) issued a Consolidated Environmental Resource Permit (ERP) Number 1711984-3 on June 13, 2024. This permit includes a six (6) acre easement that authorizes the County's use of state-owned Sovereign Submerge Lands (SSL) in the Indian River at the Titusville Causeway project site. The easement is located at Township 21 South, Range 35 East, Sections 35. The easement that depicts the sketch and description is attached.

The project encompasses a total of twenty acres, and it is under construction. The estimated completion date is June 27, 2025. The project construction is fully funded with monies from the Tourist Development Council (\$500,000), SJRWMD Cost-Share Agreement Number 39253 (\$1,265,241), the Department of Environmental Protection (DEP) Resilient Florida Program (\$2,310,856), the Fish & Wildlife Foundation of Florida (\$525,000), and Florida Power and Light Environmental Services (\$25,000).

Clerk to the Board Instructions:

Forward Clerk memo to NRM.



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

May 7, 2025

M E M O R A N D U M

TO: Virginia Barker, Natural Resources Management Director

RE: Item F.2., Sovereign Submerge Lands (SSL) Easement for the Titusville Causeway Multi-Trophic Shoreline Restoration and Resiliency Action Project

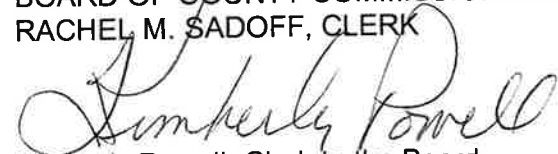
The Board of County Commissioners, in regular session on May 6, 2025, approved the SSL Easement for the Titusville Causeway Multi-trophic Shoreline Restoration and Resiliency Action Project; and authorized the Chairman to execute the Easement upon Florida Department of Environmental Protection's (FDEP) approval. Enclosed is an executed Easement.

Upon execution by the Florida Department of Environmental Protection, please return the fully-executed Easement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK



Kimberly Powell, Clerk to the Board

Encl. (1)

cc: County Manager
County Attorney

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: DEP as Agent of the Board of Trustees of the internal improvements trust fund		2. Amount: 0.00
3. Fund/Account #: 1111-260010	4. Department Name: Natural Resources	
5. Contract Description: Submerge Lands Easement Titusville Causeway		
6. Contract Monitor: Mary Blakely	8. Contract Type: INTERGOVT/STATE	
7. Dept/Office Director: Virginia Barker		
9. Type of Procurement: Other		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

SECTION III - CONTRACTS MANAGEMENT DATABASE CHECKLIST

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alvarez, Carolina <small>Digitally signed by Alvarez, Carolina Date: 2025.03.31 16:17:05 -04'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Mary Bowers 4/10/25</i>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Watson, Michael <small>Digitally signed by Watson, Michael Date: 2025.04.11 09:50:25 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Balser, Heather <small>Digitally signed by Balser, Heather Date: 2025.04.02 14:31:04 -04'00'</small>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

This Instrument Prepared By:
Lisa-Marie Raulerson
Action No. 49605
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. 43024
BOT FILE NO. 050367712
PA NO. 171984-3

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Brevard County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, as defined in 18-21.003, Florida Administrative Code, if any, contained within the following legal description:

A parcel of sovereignty submerged land in Section 35, Township 21 South, Range 35 East, in Indian River Lagoon, Brevard County, Florida, containing 261,346 square feet, more or less, as is more particularly described and shown on Attachment A, dated September 12, 2024.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from July 22, 2024, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for the installation and maintenance of wave attenuation devices for shoreline protection and Grantee shall not engage in any activity related to this use except as described in the St. Johns River Water Management District Environmental Resource Permit No. 171984-3, dated June 13, 2024, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

[42]

4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

10. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Brevard County, Florida
Board of County Commissioners
Brevard County Natural Resources
2725 Judge Fran Jamieson Way, Suite A 21
Melbourne, Florida 32940

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in paragraph 10 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. AMENDMENT/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

15. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

16. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

17. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this easement, the Grantee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the upland property that is riparian to any nearshore areas of preemption of sovereign submerged lands allowed by this easement, together with the necessary riparian rights appurtenant thereto. If such interest is terminated or the Grantor determines that such interest did not exist on the effective date of this easement, this easement may be terminated at the option of the Grantor. If the Grantor terminates this easement, the Grantee agrees not to assert a claim or defense against the Grantor arising out of this easement.

18. ACCRETION INTEREST: In further consideration of the issuance of this easement by Grantor, Grantee expressly waives any right, title or interest in and to any accretions or additions to Grantee's shoreline resulting from any activity approved herein.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE OF
FLORIDA

(SEAL)

BY: _____

Brad Richardson, Chief, Bureau of Public Land
Administration, Division of State Lands, State of Florida
Department of Environmental Protection, as agent for
and on behalf of the Board of Trustees of the Internal
Improvement Trust Fund of the State of Florida

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____
20____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida
Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust
Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Toni Sturtevant 3/30/2025

DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

ATTEST:



Rachel Sadoff, Clerk of the Court

BREVARD COUNTY, FLORIDA

By:



Rob Feltner, Chairman

Date: MAY 06 2025

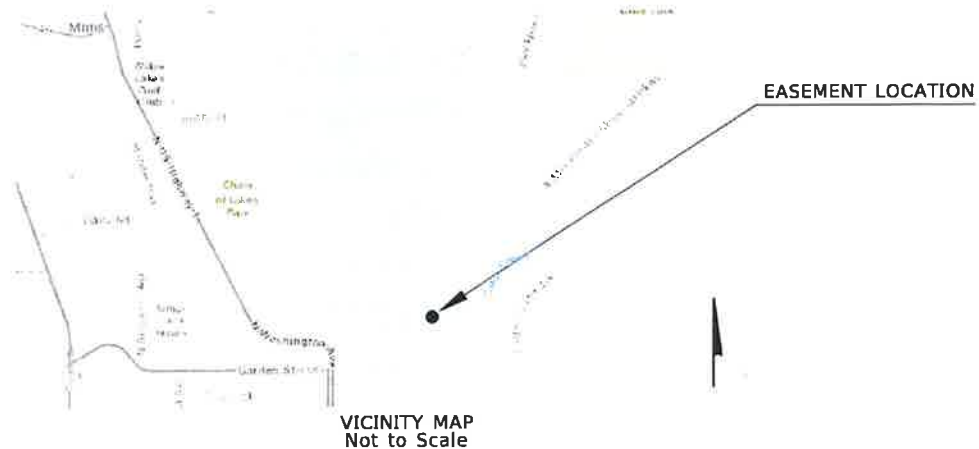
As approved by the Board on MAY 06 2025

Reviewed for legal form and content
for Brevard County:

Assistant County Attorney

SKETCH OF DESCRIPTION FOR A SOVEREIGN SUBMERGED LAND EASEMENT

A PORTION OF THE SOVEREIGN LANDS OF THE STATE OF FLORIDA
LYING IN THE INDIAN RIVER LAGOON
SECTION 35, TOWNSHIP 21 SOUTH, RANGE 35 EAST
BREVARD COUNTY, FLORIDA



LEGEND

- OR - Official Records Book
- PG - Page
- NAVD88 - North American Vertical Datum 1988
- Sta. - Station
- CL - Centerline
- NO. - Number
- Sec - Section
- P.C. - Point of Curvature
- P.T. - Point of Tangency
- FDOT - FL Dept of Transportation

Surveyor's Notes

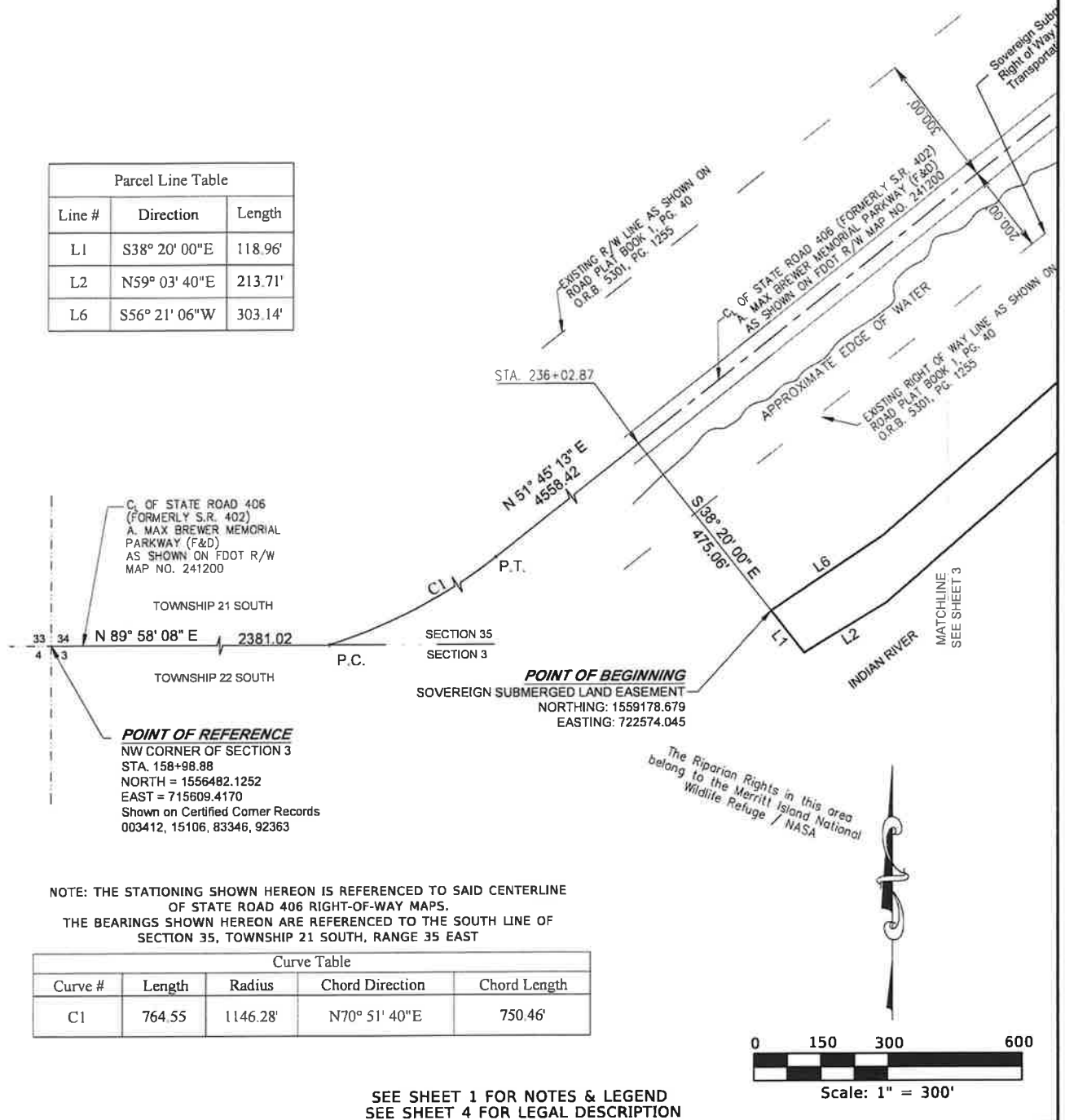
1. This is a field survey.
2. This is not a Boundary Survey.
3. The coordinates, bearings and dimensions shown hereon are based on Florida State Plane Coordinates, NAD 83 (2011) Florida East Zone, U.S. Survey Feet.
4. Bearings are based on the Centerline of State Road 406 as shown on FDOT Right-of-Way Map Section No. 241200.
5. The Purpose of this Survey is to describe and depict the location of this Proposed Sovereign Submerged Land Lease.

COVER SHEET

			Certified to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida			
			INDIAN RIVER		BREVARD COUNTY	
			BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 (82648 904-641-0123)	DATA SOURCE: SEE GENERAL NOTES
			DRAWN	LMR	09-12-24	19-0501.003_Titusville_Causeway_Multi_Trophic_Shorel
REVISION	BY	DATE	CHECKED	RLT	09-12-24	SHEET 1 OF 4

Attachment A
Page 6 of 9 Pages
Sovereignty Submerged Lands Easement No. 43024

Parcel Line Table		
Line #	Direction	Length
L1	S38° 20' 00"E	118.96'
L2	N59° 03' 40"E	213.71'
L6	S56° 21' 06"W	303.14'



SEE SHEET 1 FOR NOTES & LEGEND
 SEE SHEET 4 FOR LEGAL DESCRIPTION

			Certified to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida		
			INDIAN RIVER		
			BREVARD COUNTY		
			BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 LB#7648 904-641-0123
			DRAWN	LMR	09-12-24
			CHECKED	RLT	09-12-24
REVISION	BY	DATE	19-0501.003_Titusville_Causeway_Multi-Trophic_Shorel		
					SHEET 2 OF 4

Description:

Being A Portion Of The Sovereign Lands Of The State Of Florida, Lying In The Indian River Lagoon, Section 35, Township 21 South, Range 35 East, Brevard County, Florida, And Being More Particularly Described As Follows:

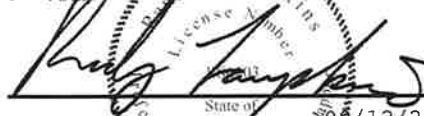
Commence At The Southwest Corner Of Section 35, Township 21 South, Range 35 East; Thence The Following Three (3) Courses Along The Centerline Of State Road 406 (Formerly State Road 402), A. Max Brewer Memorial Parkway, As Shown In The Florida Department Of Transportation Right-Of-Way Map Section No. 241200; (1) Thence North 89°58'08" East, 2381.02 Feet To A Point Of Curvature Of A Curve Concave Northwesterly, Having A Radius Of 1146.28 Feet; (2) Thence Northeasterly Along The Arc Of Said Curve An Arc Length Of 764.55 Feet, Said Curve Being Subtended By A Chord Bearing And Distance Of North 70°51'40" East, 750.46 Feet To A Point Of Tangency; (3) Thence North 51°45'13" East, 4558.42 Feet; Thence South 38°20'00" East, Leaving Said Centerline Of State Road 406, 475.06 Feet To The **Point Of Beginning**.

From The **Point Of Beginning** Thus Described; Thence The Following Six (6) Courses: (1) Thence South 38°20'00" East, 118.96 Feet; (2) Thence North 59°03'40" East, 213.71 Feet; (3) Thence North 49°12'18" East, 2003.38 Feet; (4) Thence North 40°45'49" West, 116.68 Feet; (5) Thence South 49°14'11" West, 1908.11 Feet; (6) Thence South 56°21'06" West, 303.14 To The **Point Of Beginning**.

Containing 261,345.526 Sq. Ft. Or 6.0 Acres, More Or Less.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION, CONSISTING OF SHEETS 1 THROUGH 4, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS TRUE AND ACCURATE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



Digitally Signed By
Randy L. Tompkins
Date: 2024.09.12 10:33:43 - 04'00'

RANDY L. TOMPKINS
FLORIDA PROFESSIONAL LAND SURVEYOR AND MAPPER No. 6503
THIS SKETCH AND DESCRIPTION AND COPIES THEREOF ARE NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND ORIGINAL RAISED SEAL.

			Certified to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida		
			INDIAN RIVER		
			BREVARD COUNTY		
			BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 (B#2648 904-641-0123)
			DRAWN	LMR	09-12-24
			CHECKED	RLT	09-12-24
REVISION	BY	DATE	19-0501.003_Titusville_Causeway_Multi_Trophic_Shorel		
			SHEET 4 OF 4		

Attachment A
Page 9 of 9 Pages
Sovereignty Submerged Lands Easement No. 43024



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

July 26, 2023

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Director

RE: Item F.4., Funding Agreements for the Titusville Causeway Multi-Trophic Shoreline Stabilization and Resiliency Action Project, Phases 2a-2c

The Board of County Commissioners, in regular session on July 25, 2023, authorized execution of Grant Agreement and amendments, upon review and approval by the County Attorney's Office, Risk Management, and Purchasing Services; approved the legal venue in Leon County for the State grant; granted extension of FY 21-22 Tourism Development Council (TDC) Tourism + Lagoon Grant term limit to September 30, 2024; authorized any associated Budget Change Requests; and approved execution by the County Manager of all competitively procured construction contracts, amendments, and change orders, upon review and approval by the County Attorney's Office, Risk Management, and Purchasing Services.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

cc: Purchasing Services
Risk Management
County Manager
County Attorney
Finance
Budget