

Meeting Date
August 8, 2017



AGENDA	
Section	Consent
Item No.	<i>II.A.5</i>

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval Re: Sovereignty Submerged Lands Easement (draft) for oyster reef living shoreline installation at Eastminster Presbyterian Church of Indialantic vacant parcel site - District 5. (Fiscal Impact: None)
DEPT/OFFICE:	Public Works Department / Land Acquisition Section / Natural Resources Management Department

Requested Action:
 It is requested that the Board of County Commissioners: 1) approve the draft Sovereignty Submerged Lands Easement as to form and content (a public submerged lands easement); and 2) authorize the Chairman to execute the original easement when presented at a later date.

Summary Explanation & Background:
 This subject property is located in Section 36, Township 27 South, Range 37 East.
 This is a vacant parcel on North Riverside Drive in Indialantic, owned by Eastminster Presbyterian Church of Indialantic, parcel ID#: 27-37-36-00-750.
 The Board of County Commissioners, in regular session on May 26, 2015, approved executing a Cost-Share Agreement Between St. Johns River Water Management District (SJRWMD) and Brevard County for Oyster Reef Living Shorelines in the Indian River Lagoon. The objective of the contract is to provide cost-share dollars to facilitate the design and construction of multiple living shoreline pilot projects along 2,360 feet of the Indian River Lagoon. These living shorelines will include shoreline planting and incorporate living oyster reef as a wave break. Once constructed, it is expected that there will be a reduction in shoreline erosion, nutrient pollution, algal blooms, and turbidity.
 The Eastminster site was selected as part of a larger Living Shoreline Demonstration Site project that will showcase living shoreline designs on three adjacent parcels in Indialantic (refer to Figure 1. Living Shoreline Demonstration Site Project Map). The Eastminster site living shoreline project will satisfy 160 linear feet of the 2,360 feet of constructed oyster reef required under cost-share contract #28256 with SJRWMD (Oyster Reef Living Shorelines in the Indian River Lagoon).
 To obtain authorization for project installation on State-owned Submerged Lands, a public submerged lands easement is required at the Eastminster site, because the project extends more than 10 feet beyond the mean high water line and does not qualify for a Letter of Consent per the Florida Department of Environmental Protection (DEP).
Fiscal Impact: FY 2016-2017: No Impact
FY 2017-2018: No Impact

Clerk to the Board Instructions: Forward Board approval memo to Department .

Exhibits Attached: Draft Sovereignty Submerged Lands Easement, vicinity map, survey sketch of the site and Figure 1. Living Shoreline Demonstration Site Project Map

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager	Interim Assistant County Manager	Department Director / Extension
Frank Abbate <i>FAB</i>	John Denninghoff <i>J.D.</i>	Andrew J. Holmes, PE (Interim) / 57202 <i>A.J.H.</i>
		Virginia Barker / 52016 <i>V.B.</i>

BOARD OF COUNTY COMMISSIONERS

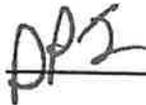
AGENDA: APPROVAL OF DRAFT SOVEREIGNTY SUBMERGED LANDS
EASEMENT (TIIF), AS TO FORM AND CONTENT, FOR OYSTER REEF
LIVING SHORELINE INSTALLATION AT EASTMINSTER
PRESBYTERIAN CHURCH- DISTRICT 5

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

AGENCY CONTACT: DAN JONES, LAND ACQUISITION SUPERVISOR

CONTACT PHONE: 321-690-6847

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u></u>	_____	<u>7/25/17</u>
COUNTY ATTORNEY Christine Valliere Assistant County Attorney	<u></u>	_____	<u>7/27/17</u>
PUBLIC WORKS Andrew J. Holmes, Interim Director	_____	_____	_____
NATURAL RESOURCES MANAGEMENT Virginia Barker, Director	_____	_____	_____
Risk Management Julie Jones, Risk Manager	_____	_____	_____

AGENDA DUE DATE: July 25, 2017 for the August 8, 2017 Board meeting

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

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

THANK YOU.

BOARD OF COUNTY COMMISSIONERS

AGENDA: APPROVAL OF DRAFT SOVEREIGNTY SUBMERGED LANDS EASEMENT (TIIF), AS TO FORM AND CONTENT, FOR OYSTER REEF LIVING SHORELINE INSTALLATION AT EASTMINSTER PRESBYTERIAN CHURCH- DISTRICT 5

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

AGENCY CONTACT: DAN JONES, LAND ACQUISITION SUPERVISOR

CONTACT PHONE: 321-690-6847

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u>DPJ</u>	_____	<u>7/25/17</u>
COUNTY ATTORNEY Christine Vallere Assistant County Attorney	_____	_____	_____
PUBLIC WORKS Andrew J. Holmes, Interim Director	<u>ALS</u>	_____	<u>7/26/17</u>
NATURAL RESOURCES MANAGEMENT Virginia Barker, Director	<u>VHB</u>	_____	<u>7/26/17</u>
Risk Management Julie Jones, Risk Manager	<u>JLS</u>	_____	<u>7/25/2017</u>

AGENDA DUE DATE: July 25, 2017 for the August 8, 2017 Board meeting

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

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

THANK YOU.



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

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

August 9, 2017

M E M O R A N D U M

TO: Andrew Holmes, Interim Public Works Director

RE: Item II.A.5., Approval of Draft of Sovereignty Submerged Lands Easement for Oyster Reef Living Shoreline Installation at Eastminster Presbyterian Church of Indialantic Vacant Parcel Site

The Board of County Commissioners, in regular session on August 8, 2017, approved the draft Sovereignty Submerged Lands Easement as to form and content (a public submerged lands easement) with Board of Trustees of the Internal Improvement Trust Fund of the State of Florida; and authorized the Chairman to execute the original easement when presented at a later date.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cmw

cc: Natural Resources Management Director
Asset Management

This Instrument Prepared By:
Tiana D. Brown
Action No. 32026
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

CFN 2017195872. OR BK 7986 PAGE 1939,
Recorded 09/22/2017 at 09:12 AM, Scott Ellis, Clerk of Courts,
Brevard County
Pgs:11

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

SOVEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. 41992
BOT FILE NO. 050240713
PA NO. 05-351348-001

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, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Section 36,
Township 27 South, Range 37 East, in Indian River Lagoon,
Brevard County, Florida, as is more particularly described
and shown on Attachment 'A', dated July 20, 2017.

TO HAVE THE USE OF the hereinabove described premises for a period of 10 years from June 13, 2017, 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 oyster mats and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 0351348-001-EI, dated June 5, 2017, 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/GUARANTEED 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.

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
2725 Judge Fran Jamieson Way
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. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

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

WITNESSES:

Celeda Wallace
Original Signature

Celeda Wallace
Print/Type Name of Witness

Kathy C. Griffin
Original Signature

Kathy C. Griffin
Print/Type Name of Witness

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

(SEAL)

BY: Cheryl C. McCall

Cheryl C. McCall, 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 this 7th day of September, 2017, by Cheryl C. McCall, 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. She is personally known to me.

APPROVED AS SUBJECT TO PROPER EXECUTION:

[Signature] 8/9/2017
DEP Attorney Date

Kathy C. Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name **KATHY C. GRIFFIN**
My Commission Expires **Notary Public - State of Florida**
Commission # FF 917725
My Comm. Expires Nov 27, 2019
Banner through National Notary Assn.
Commission/Serial No. _____

WITNESSES:

Molly Tice
Original Signature

Molly Tice
Typed/Printed Name of Witness

Jennifer Valliere
Original Signature

Jennifer Valliere
Typed/Printed Name of Witness

STATE OF _____

COUNTY OF _____

Brevard County, Florida (SEAL)
By its Board of County Commissioners

BY: Curt Smith
Original Signature of Executing Authority

Curt Smith
Typed/Printed Name of Executing Authority

Chairman
Title of Executing Authority

“GRANTEE”

The foregoing instrument was acknowledged before me this 30th day of August, 2017, by Curt Smith as Chairman, for and on behalf of Board of County Commissioners of Brevard County, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

9/6/17

Commission/Serial No. 106509

Karen Lane
Notary Public, State of Florida

Karen Lane
Printed, Typed or Stamped Name

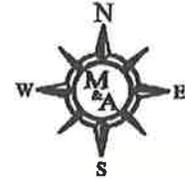




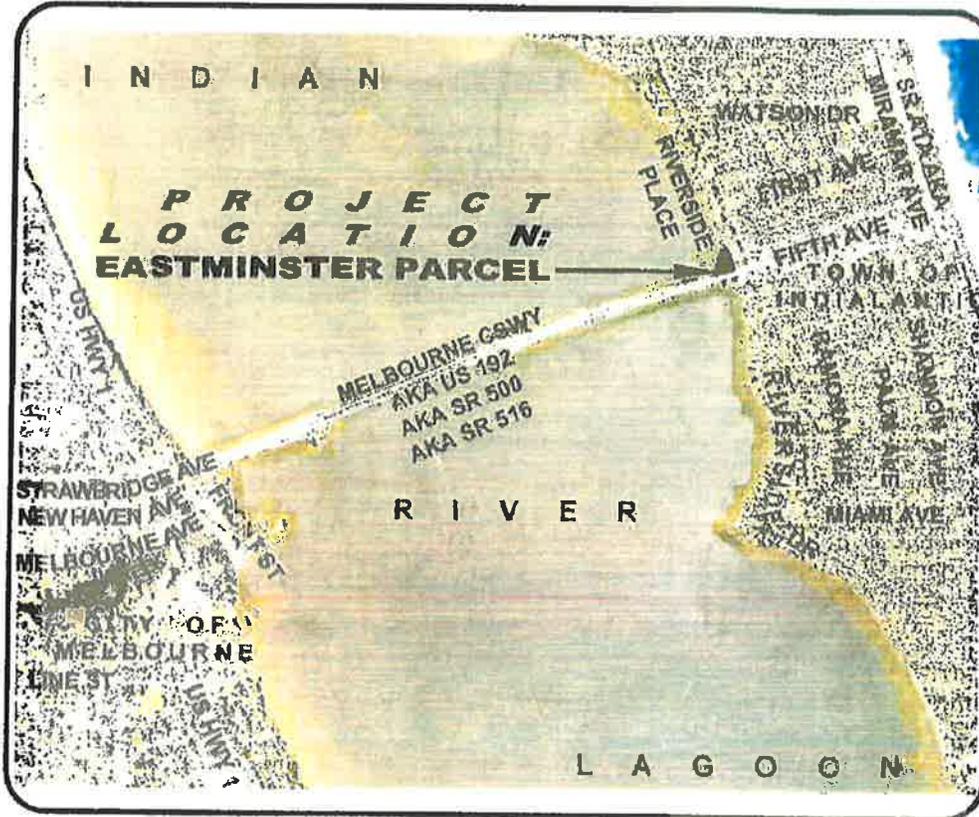
(IN FEET)
1 Inch = 2500 Feet

EASTMINSTER PARCEL

OYSTER MODULE SUBMERGED LAND EASEMENT SPECIAL PURPOSE SURVEY
BREVARD COUNTY, FLORIDA
SECTION 36, TOWNSHIP 27 SOUTH, RANGE 37 EAST



VICINITY MAP 1 INCH = 2500 FEET



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PREPARED FOR AND CERTIFIED TO:

1) EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA, INC.



2) THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (FDEP).



PURPOSE: THE PURPOSE OF THIS SPECIAL PURPOSE SURVEY IS TO PROVIDE THE LOCATION OF THE PROPOSED SUBMERGED LAND EASEMENT, ITS EXISTING IMPROVEMENTS, AND LEGAL DESCRIPTION.

LOCATION: EASTMINSTER PRESBYTERIAN CHURCH, INDIALANTIC, FL 32903
ADDRESS: 106 N. RIVERSIDE DR. INDIALANTIC, FL 32903

SHEET 1 OF 6. NOT VALID WITHOUT SHEETS 1 THROUGH 6

PARCEL: 27-37-36-00-750

DRAWN BY: JTH **CHKD BY:** CB **PROJECT:** 2016-102 EASTMINSTER.DWG

ACCOUNT: 2730361

CERTIFICATION

I HEREBY CERTIFY THAT THIS SPECIAL PURPOSE SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 6J-17.062(2), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

MORGAN & Associates

Consulting Engineers, Inc.

504 N Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040

CHRISTOPHER S. BOWERS P.S.M.
FLA. CERT. NO. 5990

SIGNING DATE: 7/20/2017

EASTMINSTER PARCEL

**OYSTER MODULE SUBMERGED LAND EASEMENT SPECIAL PURPOSE SURVEY
BREVARD COUNTY, FLORIDA**

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 37 EAST

SURVEYOR'S NOTES & LEGEND:

1. **TYPE OF SURVEY: SPECIAL PURPOSE**
THIS SPECIAL PURPOSE SURVEY IS PREPARED TO PROVIDE THE LOCATION OF A PROPOSED SUBMERGED LAND EASEMENT. EXISTING IMPROVEMENTS, AND ADJOINING UPLANDS ARE SHOWN HEREON AS PURSUANT TO THE INSTRUCTIONS OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), SUBMERGED LANDS AND ENVIRONMENTAL RESOURCES PROGRAM, SAID PARCEL IS NOT REQUIRED TO BE, NOR IS, FIELD MONUMENTED. HOWEVER, WITNESS MONUMENTATION WAS FOUND ON THE ADJOINING UPLANDS PARCELS AS SHOWN ON SHEET 4 OF 6.
2. **DATE OF FIELD SURVEY: DECEMBER 6, 2016.**
3. **THE BEARINGS SHOWN HEREON ARE BASED ON FLORIDA'S STATE PLANE COORDINATE SYSTEM, EAST ZONE 901. THE RETRACEMENT OF THE ADJOINING UPLAND PARCELS WERE INITIALLY ESTABLISHED USING A SURVEY PERFORMED BY BRIEL & ASSOCIATES LAND SURVEYORS, INC. REFERENCED BELOW IN NOTE 6, AS WELL AS THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT OF WAY MAP SECTION 70060-2611, SHEET 8, DATED: JANUARY 22, 1974. BEARINGS SHOWN HEREON HAVE BEEN ROTATED TO FLORIDA'S STATE PLANE COORDINATE SYSTEM, EAST ZONE 901, HOLDING THE NORTH RIGHT OF WAY OF SR 516 AT THE INTERSECTION OF THE NORTH RIGHT OF WAY OF STATE ROAD 516 & THE WEST RIGHT OF WAY OF RIVERSIDE PLACE. THE ANGLE OF ROTATION BETWEEN THE RECORD BEARING SHOWN ON THE BRIEL SURVEY MENTIONED BELOW AND STATE PLANE BEARINGS IS: 0°12'30", COUNTER-CLOCKWISE FROM THE POINT OF COMMENCEMENT SHOWN ON THE SKETCH.**
4. **ELEVATIONS SHOWN HEREON ARE REFERENCED IN FEET TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), AS ESTABLISHED FROM A CLOSED LEVEL LOOP USING A 2.5" BRASS DISK SET BY BREVARD COUNTY SURVEYING & MAPPING. BC PID NO.: 422-26 | ELEVATION: 6.482 FEET (NAVD88) | STAMPING: 422-26 2006
LATITUDE: 28° 06' 24.1" N | LONGITUDE: 80° 34' 34.9"W**
5. **NO INSTRUMENTS OF RECORDS AND/OR TITLE COMMITMENT REFLECTING OWNERSHIP, ENCUMBRANCES OF EXISTING EASEMENTS, RIGHTS OF WAY, OR RESTRICTIONS OF RECORD WERE PROVIDED TO THE SURVEYOR.**
6. **THE UPLANDS PARCEL SHOWN ON SHEET 4 OF 6 IS BASED ON THE SURVEY PREPARED FOR EASTMINSTER PRESBYTERIAN CHURCH BY BRIEL & ASSOCIATES LAND SURVEYORS, INC., "BOUNDARY & MEAN HIGH WATER SURVEY", PROJECT NO. 01013, DATED: APRIL 12, 2001, SHEET 1 OF 1. SAID UPLANDS PARCEL IS SHOWN FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A PART OF THIS SURVEY. EXISTING IMPROVEMENTS, ABOVE AND/OR BELOW GROUND WHICH ARE LOCATED ON THE ADJOINING UPLAND PARCEL WERE NOT LOCATED.**
7. **AS DIRECTED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING (BSM), THE SAFE UPLANDS LINE (SUL) IS SHOWN IN LIEU OF THE ORDINARY HIGH WATER LINE (OHWL), AN ELEVATION OF 0.60 FEET (NAVD88) FOR THE SAFE UPLAND LINE WAS PROVIDED BY THE BSM AS BEING AT OR ABOVE THE MEAN HIGH WATER LINE, FOR A PROJECT SIMILAR IN SCOPE, BEING APPROXIMATELY 1.25 MILES WEST IN THE SAME BODY OF WATER, AS PROPOSED BY MICHAEL SWEENEY, BREVARD COUNTY SURVEYOR, TO FDEP, BSCM PROJECT NO.: 16-07-058, DATED: JULY 28, 2016, "KIWANIS PARK AT GEIGER POINT".**

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AKA = ALSO KNOWN AS (D) = DEED (M) = MEASURED (SP) = STATE PLANE (R) = RECORD N = NORTH OR NORTHING S = SOUTH E = EAST, OR EASTING W = WEST ORB = OFFICIAL RECORDS BOOK Pg. = PAGE	FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION INTC = INTERSECTION LB = LICENSED BUSINESS NAVD88 = NORTH AMERICAN VERTICAL DATUM OF 1988 P.B. = PLAT BOOK PLS = PROFESSIONAL LAND SURVEYOR POB = POINT-OF-BEGINNING POC = POINT-OF-COMMENCEMENT R/W = RIGHT-OF-WAY	SR = STATE ROAD S/L = SAFE UPLAND LINE TOB = TOP OF BANK TOE = TOE OF SLOPE TYP. = TYPICAL L# = LINE NUMBER NSXX'XX"OE = BEARING ' = DEGREES " = MINUTES OR FEET " = SECONDS OR INCHES (E) = CONTOUR ELEVATION	P = IRON PIPE R = IRON ROD RC = IRON ROD & CAP  = CONCRETE MONUMENT FOUND  = IRON ROD & CAP FOUND  = IRON MARKER SET  = NAIL & DISK FOUND  = NAIL & DISK SET
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PREPARED FOR AND CERTIFIED TO:

- 1) EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA, INC. 
- 2) THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (FDEP). 

PURPOSE: THE PURPOSE OF THIS SPECIAL PURPOSE SURVEY IS TO PROVIDE THE LOCATION OF THE PROPOSED SUBMERGED LAND EASEMENT, ITS EXISTING IMPROVEMENTS, AND LEGAL DESCRIPTION.

LOCATION: EASTMINSTER PRESBYTERIAN CHURCH, INDIALANTIC, FL 32903
ADDRESS: 108 N. RIVERSIDE DR. INDIALANTIC, FL 32903
PARCEL: 27-37-36-00-750
ACCOUNT: 2730361

SHEET 2 OF 6. NOT VALID WITHOUT SHEETS 1 THROUGH 6

DRAWN BY: JTH | CHD.BY: CB | PROJECT: 2016-102 EASTMINSTER.DWG

CERTIFICATION

I HEREBY CERTIFY THAT THIS SPECIAL PURPOSE SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 6J-17.062(2), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

CHRISTOPHER S. BOWERS P.S.M.
FLA. CERT. NO. 5990

SIGNING DATE: 7/20/2017



Consulting Engineers, Inc.

504 N Harbor City Blvd. Melbourne, FL 32935
 Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040

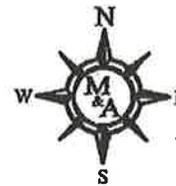


(IN FEET)
1 Inch = 200 Feet

EASTMINSTER PARCEL

OYSTER MODULE SUBMERGED LAND EASEMENT SPECIAL PURPOSE SURVEY

CONTROL DATA



1. VERTICAL CONTROL:

PRIMARY BENCHMARK #1:

2.5" BRASS DISK SET BY BREVARD COUNTY SURVEYING & MAPPING.
BC PID NO.: 422-26
ELEVATION: 5.482 FEET (NAVD88)
STAMPING: 422-26 2005
LATITUDE: 28° 05' 24.1" N
LONGITUDE: 80° 34' 34.9"W

SITE BENCHMARK #2:

TRAVERSE POINT NAIL & DISK SET BY:
MORGAN & ASSOCIATES CONSULTING ENGINEERS, INC.
MARKED: "TRAV. PT. LB 7040"
POINT #2
ELEVATION: 5.12' (NAVD88)

PRIMARY BENCHMARK #1



2. HORIZONTAL CONTROL (GPS):

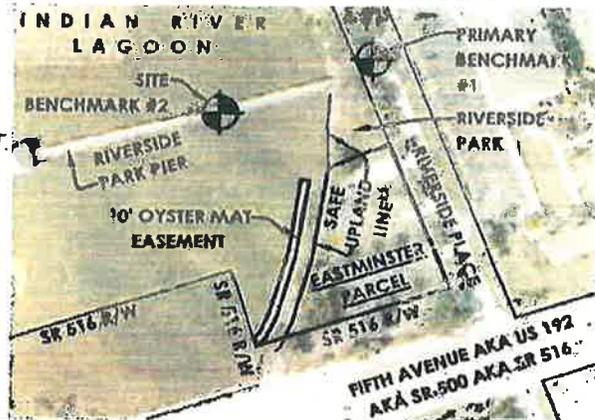
STATION #1:

PRIMARY BENCHMARK ABOVE ALSO A HORIZONTAL CONTROL POINT.
THROUGH NETWORK GPS OBSERVATIONS, STATION #1,
ALSO BEING THE PRIMARY BENCHMARK, WAS FOUND TO
HAVE FLORIDA STATE PLANE COORDINATE VALUES
FOR EAST ZONE 901, AS FOLLOWS:
NORTHING: 1365649.3362 (NAD83)
EASTING: 792755.2536 (NAD83)

STATION #2:

SITE BENCHMARK ABOVE ALSO A HORIZONTAL CONTROL POINT.
THROUGH NETWORK GPS OBSERVATIONS, STATION #2,
ALSO BEING THE SITE BENCHMARK, WAS FOUND TO
HAVE FLORIDA STATE PLANE COORDINATE VALUES
FOR EAST ZONE 901, AS FOLLOWS:
NORTHING: 1365584.0143 (NAD83)
EASTING: 792571.5422 (NAD83)

VERTICAL & HORIZONTAL CONTROL. 1" = 200'



**SECTION 36
TOWNSHIP 27 SOUTH
RANGE 37 EAST
BREVARD COUNTY,
FLORIDA**

PREPARED FOR AND CERTIFIED TO:

- EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA, INC.
- THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (FDEP).



PURPOSE: THE PURPOSE OF THIS SPECIAL PURPOSE SURVEY IS TO PROVIDE THE LOCATION OF THE PROPOSED SUBMERGED LAND EASEMENT, ITS EXISTING IMPROVEMENTS, AND LEGAL DESCRIPTION.

LOCATION: EASTMINSTER PRESBYTERIAN CHURCH, INDIALANTIC, FL 32903
ADDRESS: 108 N. RIVERSIDE DR. INDIALANTIC, FL 32903

PARCEL: 27-37-36-00-750

ACCOUNT: 2730361

SHEET 3 OF 8. NOT VALID WITHOUT SHEETS 1 THROUGH 6

DRAWN BY: JTH | CHD.BY: CB | PROJECT: 2016-102 EASTMINSTER.DWG

CERTIFICATION

I HEREBY CERTIFY THAT THIS SPECIAL PURPOSE SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 6J-17.002(2), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

CHRISTOPHER S. BOWERS P.S.M.
FLA. CERT. NO. 6990

SIGNING DATE: 7/20/2017

MORGAN & Associates

Consulting Engineers, Inc.

504 N Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040

© 2017 Morgan & Associates Consulting Engineers, Inc.

GRAPHIC SCALE



(IN FEET)

1 Inch = 50 Feet

PROJECT BENCHMARK
SEE SHEET 3 OF 6

EASTMINSTER PARCEL

OYSTER MODULE SUBMERGED LAND
EASEMENT SPECIAL PURPOSE SURVEY

SKETCH OF DESCRIPTION
NOT A FIELD SURVEY.

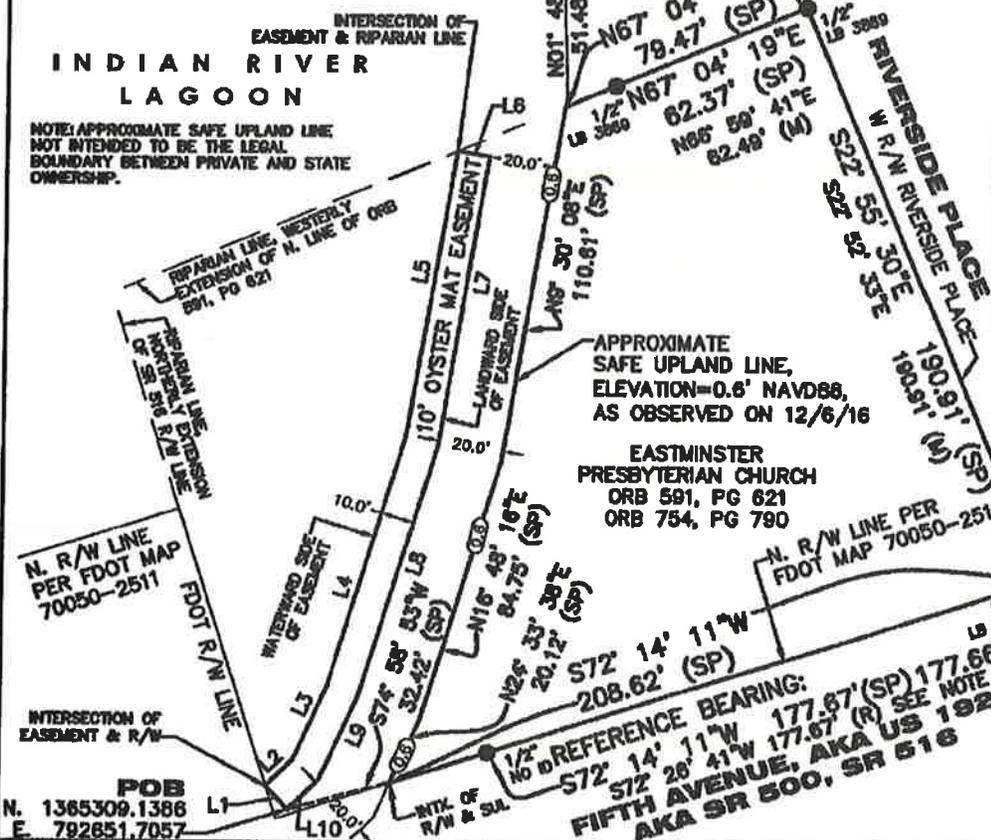


RIVERSIDE PARK PIER (PEDESTRIAN ACCESS ONLY)

SITE BENCHMARK #2
SEE SHEET 3 OF 6

INDIAN RIVER
LAGOON

NOTE: APPROXIMATE SAFE UPLAND LINE
NOT INTENDED TO BE THE LEGAL
BOUNDARY BETWEEN PRIVATE AND STATE
OWNSHIP.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N43°25'11"W	10.00'
L2	N46°34'49"E	11.35'
L3	N24°33'38"E	24.47'
L4	N16°48'18"E	80.80'
L5	N06°30'08"E	89.84'
L6	S80°29'52"E	10.00'
L7	S09°30'08"W	90.27'
L8	S16°48'16"W	82.12'
L9	S24°33'38"W	27.00'
L10	S46°34'49"W	13.30'

APPROXIMATE
SAFE UPLAND LINE,
ELEVATION=0.6' NAVD88,
AS OBSERVED ON 12/6/16

EASTMINSTER
PRESBYTERIAN CHURCH
ORB 591, PG 621
ORB 754, PG 790

POC
INTERSECTION OF
N. R/W OF SR 516
& W. R/W OF
RIVERSIDE PLACE
N. 1365372.7879
E. 792850.3826

SECTION 36
TOWNSHIP 27 SOUTH
RANGE 37 EAST
BREVARD COUNTY,
FLORIDA

POB
N. 1365309.1386
E. 792851.7057

PREPARED FOR AND CERTIFIED TO:
1) EAST COAST ZOOLOGICAL SOCIETY OF
FLORIDA, INC.



2) THE BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST FUND OF
THE STATE OF FLORIDA (FDEP).



PURPOSE: THE PURPOSE OF THIS SPECIAL PURPOSE
SURVEY IS TO PROVIDE THE LOCATION OF THE
PROPOSED SUBMERGED LAND EASEMENT, ITS
EXISTING IMPROVEMENTS, AND LEGAL DESCRIPTION.

LOCATION: EASTMINSTER PRESBYTERIAN CHURCH,
INDIALANTIC, FL 32903
ADDRESS: 106 N. RIVERSIDE DR.,
INDIALANTIC, FL 32903

SHEET 4 OF 6. NOT VALID WITHOUT SHEETS 1 THROUGH 6

PARCEL: 27-37-36-00-750
ACCOUNT: 2730361

DRAWN BY: JTH CHD.BY: CB PROJECT: 2016-102 EASTMINSTER.DWG

CERTIFICATION

I HEREBY CERTIFY THAT THIS SPECIAL PURPOSE SURVEY WAS MADE UNDER MY
RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY
THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 6J-17.052(2), FLORIDA
ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

CHRISTOPHER S. BOWERS P.S.M.
FLA. CERT. NO. 5990

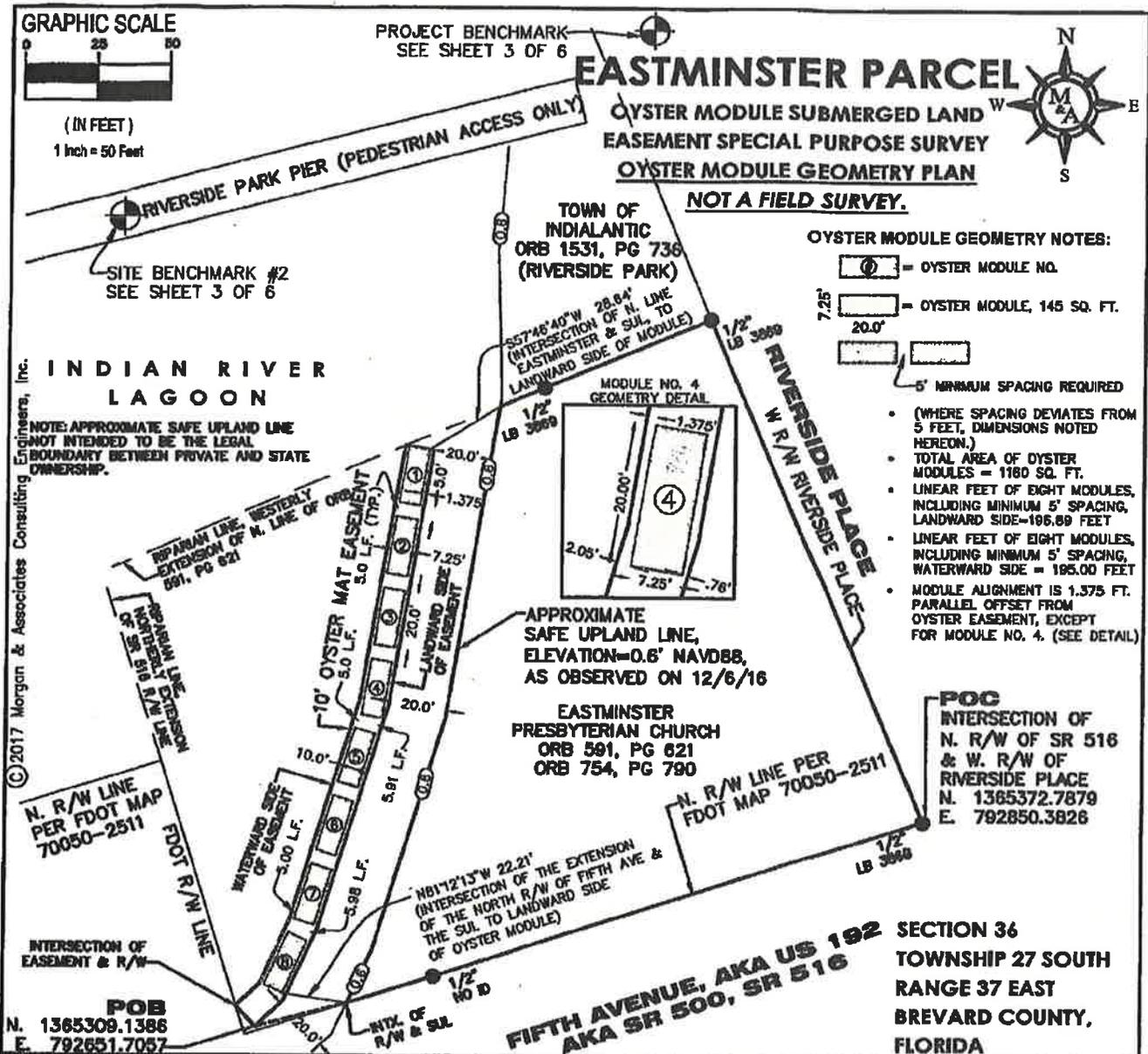
SIGNING DATE: 7/20/2017

MORGAN & Associates

Consulting Engineers, Inc.

504 N Harbor City Blvd. Melbourne, FL 32905
Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040

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EASTMINSTER PARCEL
OYSTER MODULE SUBMERGED LAND
EASEMENT SPECIAL PURPOSE SURVEY
OYSTER MODULE GEOMETRY PLAN
NOT A FIELD SURVEY.

- OYSTER MODULE GEOMETRY NOTES:**
- = OYSTER MODULE NO.
 - = OYSTER MODULE, 145 SQ. FT.
 - = 5' MINIMUM SPACING REQUIRED
- (WHERE SPACING DEVIATES FROM 5 FEET, DIMENSIONS NOTED HEREON.)
 - TOTAL AREA OF OYSTER MODULES = 1180 SQ. FT.
 - LINEAR FEET OF EIGHT MODULES, INCLUDING MINIMUM 5' SPACING, LANDWARD SIDE = 196.89 FEET
 - LINEAR FEET OF EIGHT MODULES, INCLUDING MINIMUM 5' SPACING, WATERWARD SIDE = 195.00 FEET
 - MODULE ALIGNMENT IS 1.375 FT. PARALLEL OFFSET FROM OYSTER EASEMENT, EXCEPT FOR MODULE NO. 4. (SEE DETAIL)

INDIAN RIVER LAGOON
 NOTE: APPROXIMATE SAFE UPLAND LINE NOT INTENDED TO BE THE LEGAL BOUNDARY BETWEEN PRIVATE AND STATE OWNERSHIP.

EASTMINSTER PRESBYTERIAN CHURCH
 ORB 591, PG 621
 ORB 754, PG 790

POC INTERSECTION OF N. R/W OF SR 516 & W. R/W OF RIVERSIDE PLACE N. 1365372.7879 E. 792850.3828

POB
 N. 1365309.1386
 E. 792651.7057

FIFTH AVENUE, AKA US 192
AKA SR 500, SR 516

SECTION 36
TOWNSHIP 27 SOUTH
RANGE 37 EAST
BREVARD COUNTY,
FLORIDA

PREPARED FOR AND CERTIFIED TO:

- 1) EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA, INC.
- 2) THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (FDEP).



PURPOSE: THE PURPOSE OF THIS SPECIAL PURPOSE SURVEY IS TO PROVIDE THE LOCATION OF THE PROPOSED SUBMERGED LAND EASEMENT, ITS EXISTING IMPROVEMENTS, AND LEGAL DESCRIPTION.

LOCATION: EASTMINSTER PRESBYTERIAN CHURCH, INDIALANTIC, FL 32903

ADDRESS: 106 N. RIVERSIDE DR. INDIALANTIC, FL 32903

PARCEL: 27-37-36-00-750

ACCOUNT: 2730361

SHEET 5 OF 6. NOT VALID WITHOUT SHEETS 1 THROUGH 6

DRAWN BY: JTH | CHD. BY: CB | PROJECT: 2016-102 EASTMINSTER.DWG

CERTIFICATION

I HEREBY CERTIFY THAT THIS SPECIAL PURPOSE SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 6J-17.062(2), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

CHRISTOPHER S. BOWERS P.S.M.
 FLA. CERT. NO. 5890

SIGNING DATE: 7/20/2017

MORGAN & Associates
 Consulting Engineers, Inc.

504 N Harbor City Blvd. Melbourne, FL 32935
 Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040

EASTMINSTER PARCEL

OYSTER MODULE SUBMERGED LAND EASEMENT SPECIAL PURPOSE SURVEY
 BREVARD COUNTY, FLORIDA
 SECTION 36, TOWNSHIP 27 SOUTH, RANGE 37 EAST

LEGAL DESCRIPTION: (PREPARED BY SURVEYOR)

A SUBMERGED PARCEL OF SOVEREIGN LANDS BEING A PART OF THE INDIAN RIVER LAGOON WHICH LIES ADJACENT TO AND COINCIDENT WITH OFFICIAL RECORDS BOOK 591, PAGE 621 & OFFICIAL RECORDS BOOK 754, PAGE 790, ALL SAID RECORDS BEING OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; SAID SUBJECT PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY OF STATE ROAD 516 WITH THE WEST RIGHT OF WAY OF RIVERSIDE PLACE, AND RUN S72° 14' 11"W, ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 208.62 FEET, TO THE INTERSECTION OF SAID NORTH RIGHT OF WAY WITH THE SAFE UPLAND LINE AS MAPPED ADJACENT TO OFFICIAL RECORDS BOOK 754, PAGE 790, THENCE DEPARTING SAID NORTH RIGHT OF WAY, AND ENTERING SAID SOVEREIGN LANDS OF THE INDIAN RIVER LAGOON, RUN S74° 58' 53"W, A DISTANCE OF 32.42 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT:

- THENCE N43° 25' 11"W, A DISTANCE OF 10.00 FEET TO THE WATERWARD SIDE OF SAID EASEMENT; SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY OF STATE ROAD 516;
- THENCE N46° 34' 49"E, A DISTANCE OF 11.35 FEET;
- THENCE N24° 33' 38"E, A DISTANCE OF 24.47 FEET;
- THENCE N16° 48' 16"E, A DISTANCE OF 80.80 FEET;
- THENCE N09° 30' 08"E, A DISTANCE OF 89.64 FEET TO THE INTERSECTION OF THE WATERWARD SIDE OF SAID EASEMENT WITH THE NORTH RIPARIAN LINE OF THE EASTMINSTER PARCEL;
- THENCE S80° 29' 52"E, A DISTANCE OF 10.00 FEET TO THE LANDWARD SIDE OF SAID EASEMENT;
- THENCE S09° 30' 08"W, A DISTANCE OF 90.27 FEET;
- THENCE S18° 48' 18"W, A DISTANCE OF 82.12 FEET;
- THENCE S24° 33' 38"W, A DISTANCE OF 27.09 FEET;
- THENCE S46° 34' 49"W, A DISTANCE OF 13.30 FEET, TO THE POINT OF BEGINNING.

CONTAINING: 2095.17 SQUARE FEET OF SUBMERGED LAND, OR 0.048 ACRES.

©2017 Morgan & Associates Consulting Engineers, Inc.

PREPARED FOR AND CERTIFIED TO:
 1) EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA, INC.



2) THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (FDEP).



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CHRISTOPHER S. BOWERS P.S.M.

SIGNING DATE: 7/20/2017

FLA. CERT. NO. 5990

MORGAN & Associates

Consulting Engineers, Inc.

504 N Harbor City Blvd, Melbourne, FL 32935
 Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040



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

September 20, 2017

MEMORANDUM

TO: Andrew Holmes, Interim Public Works Department Director Attn: Dan Jones

RE: Item II.A.11., Sovereignty Submerged Lands Easement for Oyster Reef Living Shoreline Installation at Kiwanis Park – Geiger Point

The Board of County Commissioners, in regular session on September 19, 2017, executed and accepted the Sovereignty Submerged Lands Easement adjacent to Kiwanis Park – Geiger Point for the Oyster Reef Living Shoreline Installation. Enclosed is the executed Sovereignty Submerged Lands Easement for your action.

Upon execution by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, please return the fully-executed Sovereignty Submerged Lands Easement to this for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

for Donna Scott
Tammy Rowe, Deputy Clerk

/ds

Encl. (1)

cc: Natural Resources Management Director
Assistant County Manager Denninghoff
Utility Services Director
Asset Management

This Instrument Prepared By:
Tiana D. Brown
Action No. 32084
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

CFN 2017214399, OR BK 8005 PAGE 1246,
Recorded 10/17/2017 at 09:54 AM, Scott Ellis, Clerk of Courts,
Brevard County
Doc D: \$0.70 # Pgs:15

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

SOVEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. 41989
BOT FILE NO. 050240683
PA NO. 05-321162-003

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, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Section 02 ,
Township 28 South, Range 37 East, in Indian River Lagoon,
Brevard County, Florida, as is more particularly described
and shown on Attachment A, dated June 13, 2017.

TO HAVE THE USE OF the hereinabove described premises for a period of 10 years from June 19, 2017, 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 oyster mats and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 0321162-002-EI, dated May 10, 2017, and Permit Modification No. 0321162-003-EM, dated July 7, 2017, 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.

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
2725 Judge Fran Jamieson Way
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. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

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

WITNESSES:

M. Sue Jones
Original Signature

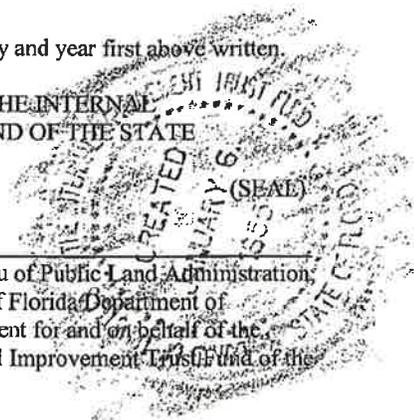
M. Sue Jones
Print/Type Name of Witness

Kathy C Griffin
Original Signature

Kathy C Griffin
Print/Type Name of Witness

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

BY: [Signature]
Cheryl C. McCall, 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 this 16th day of October, 2017, by Cheryl C. McCall, 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. She is personally known to me.

APPROVED AS SUBJECT TO PROPER EXECUTION:

[Signature] 8/21/2017
DEP Attorney Date

Kathy C Griffin
Notary Public, State of Florida

Printed, Typed or Stamp Name **KATHY C GRIFFIN**
My Commission **Notary Public - State of Florida**
Commission # FF 017725
My Comm. Expires Nov 27, 2019
Commission/Series **Bonded through National Notary Assn.**

WITNESSES:

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

STATE OF _____

COUNTY OF _____

Brevard County, Florida

(SEAL)

By its Board of County Commissioners

BY:

Original Signature of Executing Authority

Curt Smith

Typed/Printed Name of Executing Authority

Chairman

Title of Executing Authority

ATTEST:

SCOTT ELLIS, CLERK

The foregoing instrument was acknowledged before me this 19 day of September, 2017, by Curt Smith as Chairman, for and on behalf of Board of County Commissioners of Brevard County, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

June 10, 2020

Commission/Serial No. FF997773

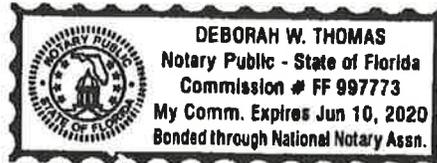
Deborah W. Thomas
Notary Public, State of Florida

DEBORAH W. THOMAS
Printed, Typed or Stamped Name

Reviewed for legal form and content:

[Signature]

Assistant County Attorney



SKETCH OF DESCRIPTION

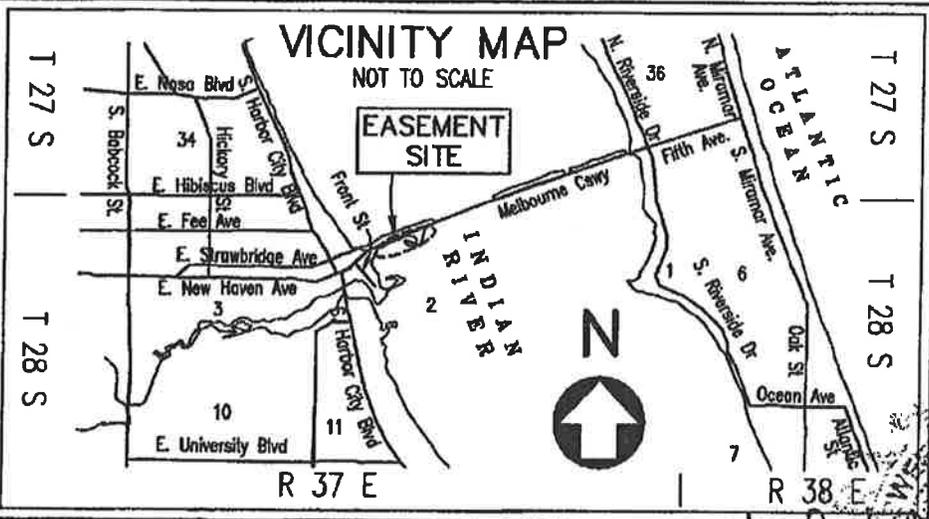
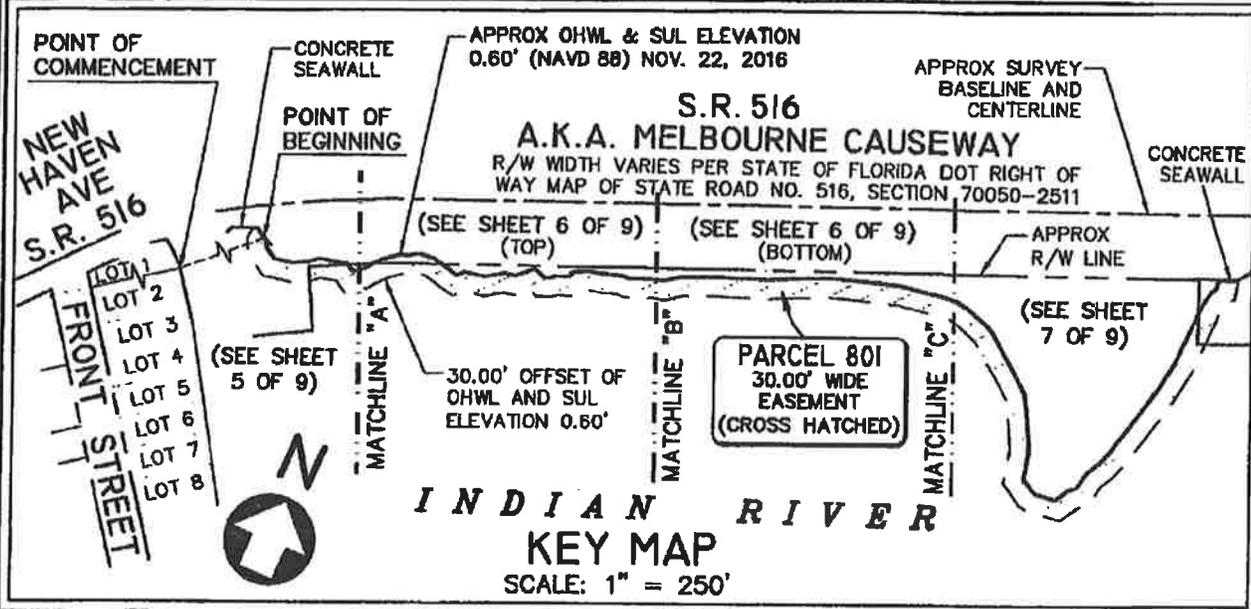
PARCEL 801

PARENT PARCEL ID#: N/A, SOVEREIGN LAND OF THE STATE OF FLORIDA
 PURPOSE: EASEMENT
 SECTION 2, TOWNSHIP 28 SOUTH, RANGE 37 EAST

SEE SHEET 9 FOR
 ABBREVIATIONS &
 LEGEND

EXHIBIT "A"

SHEET 1 OF 10
 NOT VALID WITHOUT SHEETS 2 THROUGH 10
 NOT A FIELD SURVEY
 SEE SURVEYORS NOTE #1



INDEX OF SHEETS

SHEET	DESCRIPTION
1	KEY MAP AND VICINITY MAP
2-3	LEGAL DESCRIPTION
4	NOTES
5-7	SKETCH OF DESCRIPTION
8-9	LINE TABLES, ABBREVIATIONS
10	PROPOSED OYSTER BED DETAIL

RECEIVED
 JUN 26 2017

DEP Central Dist.

PREPARED FOR: BREVARD COUNTY DEPARTMENT OF NATURAL RESOURCES MANAGEMENT

MICHAEL J. SWEENEY, P.S.M. 4874
 PROFESSIONAL SURVEYOR & MAPPER
 NOT VALID UNLESS SIGNED AND SEALED

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



DRAWN BY: M. CORNELL	CHECKED BY: M. J. SWEENEY	PROJECT NO. 16-07-058-1		SECTION 02 TOWNSHIP 28 SOUTH RANGE 37 EAST
		REVISIONS	DATE	
DATE: NOVEMBER 22, 2016	SHEET: 1 OF 10		4/25/17	1. REVISE LEGAL DESCRIPTION PER FDP COMMENTS AND ADDED OYSTER BED DETAIL, SHEET 10
			8/13/17	2. REVISE LEGAL DESCRIPTION PER FDP COMMENTS.

SKETCH OF DESCRIPTION

SECTION 2, TOWNSHIP 28
SOUTH, RANGE 37 EAST

EXHIBIT "A"

PARCEL 801

SHEET 2 OF 10
NOT VALID WITHOUT SHEETS 1 & 3 THROUGH 10

PARENT PARCEL ID#: N/A, SOVEREIGN LAND OF THE STATE OF FLORIDA
PURPOSE: EASEMENT

NOT A FIELD SURVEY
SEE SURVEYORS NOTE #1

LEGAL DESCRIPTION: PARCEL 801, EASEMENT (BY SURVEYOR)

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY FLORIDA, BEING THAT PART OF THE SOVEREIGN LANDS OF THE STATE OF FLORIDA THAT LIE WITHIN THE INDIAN RIVER AND LIE WITHIN THE FOLLOWING DESCRIBED AREA:

COMMENCE AT THE NORTHEAST CORNER OF LOT 2, BLOCK 24, ACCORDING TO THE SUBDIVISION PLAT TITLED PLAT OF RESURVEY OF EAST PART OF BLOCK 18, PLAT BOOK 1, PAGE 55, AND BLOCK 24, PL. BK. 1, PAGE 84 AS RECORDED IN PLAT BOOK 9, PAGE 74 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N 48°17'15" E FOR A DISTANCE OF 389.95 FEET TO A POINT ON THE SOUTH FACE OF AN EXISTING CONCRETE SEA WALL AT THE 0.60 FEET ELEVATION CONTOUR ACCORDING TO NORTH AMERICAN VERTICAL DATUM OF 1988, SAID 0.60 FEET ELEVATION CONTOUR BEING THE ORDINARY HIGH WATER LINE OF SAID INDIAN RIVER AS FIELD LOCATED ON NOVEMBER 22, 2016, AND SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN ALONG SAID 0.60 FEET ELEVATION CONTOUR FOR THE FOLLOWING SEVENTY SIX (76) COURSES; THENCE S 07° 58' 25" W FOR A DISTANCE OF 1.95 FEET; THENCE S 26° 12' 45" E FOR A DISTANCE OF 7.69 FEET; THENCE S 58° 23' 48" E FOR A DISTANCE OF 11.25 FEET; THENCE S 59° 40' 37" E FOR A DISTANCE OF 9.78 FEET; THENCE N 79° 40' 23" E FOR A DISTANCE OF 30.13 FEET; THENCE N 59° 08' 12" E FOR A DISTANCE OF 6.58 FEET; THENCE N 64° 00' 48" E FOR A DISTANCE OF 16.89 FEET; THENCE N 50° 05' 35" E FOR A DISTANCE OF 18.48 FEET; THENCE N 77° 47' 31" E FOR A DISTANCE OF 43.23 FEET; THENCE S 61° 37' 28" E FOR A DISTANCE OF 14.76 FEET; THENCE N 56° 12' 32" E FOR A DISTANCE OF 11.87 FEET; THENCE N 40° 52' 18" E FOR A DISTANCE OF 37.59 FEET; THENCE N 51° 45' 46" E FOR A DISTANCE OF 28.78 FEET; THENCE N 72° 06' 31" E FOR A DISTANCE OF 15.07 FEET; THENCE N 50° 34' 39" E FOR A DISTANCE OF 6.48 FEET; THENCE N 60° 57' 38" E FOR A DISTANCE OF 7.32 FEET; THENCE N 83° 11' 43" E FOR A DISTANCE OF 23.42 FEET; THENCE S 76° 13' 17" E FOR A DISTANCE OF 43.35 FEET; THENCE N 54° 26' 25" E FOR A DISTANCE OF 6.05 FEET; THENCE N 42° 12' 44" E FOR A DISTANCE OF 7.95 FEET; THENCE N 80° 21' 43" E FOR A DISTANCE OF 31.41 FEET; THENCE N 57° 03' 11" E FOR A DISTANCE OF 33.16 FEET; THENCE N 85° 54' 36" E FOR A DISTANCE OF 10.72 FEET; THENCE N 73° 51' 40" E FOR A DISTANCE OF 6.02 FEET; THENCE N 46° 27' 38" E FOR A DISTANCE OF 26.13 FEET; THENCE N 65° 54' 52" E FOR A DISTANCE OF 8.22 FEET; THENCE S 68° 00' 28" E FOR A DISTANCE OF 17.06 FEET; THENCE N 70° 56' 16" E FOR A DISTANCE OF 5.52 FEET; THENCE N 53° 26' 07" E FOR A DISTANCE OF 12.97 FEET; THENCE N 70° 10' 23" E FOR A DISTANCE OF 20.08 FEET; THENCE N 32° 53' 47" E FOR A DISTANCE OF 4.29 FEET; THENCE N 23° 22' 44" W FOR A DISTANCE OF 3.47 FEET; THENCE N 43° 26' 59" E FOR A DISTANCE OF 4.61 FEET; THENCE N 62° 44' 44" E FOR A DISTANCE OF 22.19 FEET; THENCE N 77° 31' 21" E FOR A DISTANCE OF 25.05 FEET; THENCE N 72° 16' 19" E FOR A DISTANCE OF 31.41 FEET; THENCE S 85° 47' 54" E FOR A DISTANCE OF 9.53 FEET; THENCE N 68° 25' 22" E FOR A DISTANCE OF 40.91 FEET; THENCE N 75° 31' 43" E FOR A DISTANCE OF 13.42 FEET; THENCE N 54° 54' 26" E FOR A DISTANCE OF 26.30 FEET; THENCE N 66° 45' 58" E FOR A DISTANCE OF 60.35 FEET; THENCE N 89° 47' 03" E FOR A DISTANCE OF 75.93 FEET; THENCE N 63° 47' 18" E FOR A DISTANCE OF 42.51 FEET; THENCE N 66° 25' 51" E FOR A DISTANCE OF 54.51 FEET; THENCE N 72° 32' 08" E FOR A DISTANCE OF 85.79 FEET; THENCE N 74° 07' 54" E FOR A DISTANCE OF 24.56 FEET; THENCE N 81° 14' 41" E FOR A DISTANCE OF 53.81 FEET; THENCE N 83° 22' 06" E FOR A DISTANCE OF 30.31 FEET; THENCE S 83° 14' 56" E FOR A DISTANCE OF 21.47 FEET; THENCE S 72° 31' 58" E FOR A DISTANCE OF 42.17 FEET; THENCE S 61° 00' 46" E FOR A DISTANCE OF 12.81 FEET; THENCE S 52° 04' 18" E FOR A DISTANCE OF 66.47 FEET; THENCE S 51° 16' 16" E FOR A DISTANCE OF 42.28 FEET; THENCE S 29° 03' 47" E FOR A DISTANCE OF 43.90 FEET; THENCE S 27° 11' 07" E FOR A DISTANCE OF 46.26 FEET; THENCE S 12° 58' 42" E FOR A DISTANCE OF 45.20 FEET; THENCE S 58° 12' 33" E FOR A DISTANCE OF 24.61 FEET; THENCE S 81° 53' 50" E FOR A DISTANCE OF 9.30 FEET; THENCE N 82° 43' 53" E FOR A DISTANCE OF 28.68 FEET; THENCE N 30° 49' 56" E FOR A DISTANCE OF 23.76 FEET; THENCE N 47° 56' 01" E FOR A DISTANCE OF 11.78 FEET; THENCE N 27° 29' 56" E FOR A DISTANCE OF 5.22 FEET; THENCE N 11° 32' 09" E FOR A DISTANCE OF 28.63 FEET; THENCE N 28° 08' 21" E FOR A DISTANCE OF 25.60 FEET; THENCE N 16° 15' 34" E FOR A DISTANCE OF 29.70 FEET; THENCE N 13° 29' 20" E FOR A DISTANCE OF 38.65 FEET; THENCE N 13° 32' 31" E FOR A DISTANCE OF 70.82 FEET; THENCE N 09° 32' 39" E FOR A DISTANCE OF 53.70 FEET; THENCE N 00° 03' 40" E FOR A DISTANCE OF 26.02 FEET; THENCE N 07° 14' 21" E FOR A DISTANCE OF 11.70 FEET; THENCE N 00° 22' 00" W FOR A DISTANCE OF 8.07 FEET; THENCE N 02° 50' 47" E FOR A DISTANCE OF 32.59 FEET; THENCE N 00° 10' 19" E FOR A DISTANCE OF 20.66 FEET; THENCE N 13° 09' 24" E FOR A DISTANCE OF 25.02 FEET; THENCE N 30° 16' 10" E FOR A DISTANCE OF 11.46 FEET;



PREPARED BY: BREVARD COUNTY PUBLIC WORKS
SURVEYING AND MAPPING DIVISION
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SCALE: NONE
PROJECT NO.: 16-07-058-1

SECTION 02
TOWNSHIP 28 SOUTH
RANGE 37 EAST

SKETCH OF DESCRIPTION

SECTION 2, TOWNSHIP 28
SOUTH, RANGE 37 EAST

EXHIBIT "A"

PARCEL 801

SHEET 3 OF 10
NOT VALID WITHOUT SHEETS 1, 2 & 4 THROUGH 10

PARENT PARCEL ID#: N/A, SOVEREIGN LAND OF THE STATE OF FLORIDA
PURPOSE: EASEMENT

NOT A FIELD SURVEY
SEE SURVEYORS NOTE #1

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

THENCE N 14° 32' 57" W FOR A DISTANCE OF 13.28 FEET TO A POINT ON THE SOUTH FACE AT THE OF AN EXISTING CONCRETE SEA WALL AT SAID 0.60 FEET ELEVATION CONTOUR; THENCE NORTH 68° 15' 42" EAST ALONG SAID SOUTH FACE AND ALONG SAID 0.60 FEET ELEVATION CONTOUR FOR A DISTANCE OF 30.24 FEET; THENCE DEPARTING SAID SOUTH FACE AND SAID 0.60 FEET ELEVATION CONTOUR, RUN THE FOLLOWING SEVENTY TWO (72) COURSES ALONG A LINE PARALLEL TO AND 30.00 FEET SOUTHERLY OF SAID 0.60 FEET ELEVATION CONTOUR LINE; THENCE S 14° 32' 57" E FOR A DISTANCE OF 29.44 FEET; THENCE S 30° 16' 10" W FOR A DISTANCE OF 19.32 FEET; THENCE S 13° 09' 24" W FOR A DISTANCE OF 17.09 FEET; THENCE S 00° 10' 19" W FOR A DISTANCE OF 17.95 FEET; THENCE S 02° 50' 47" W FOR A DISTANCE OF 32.45 FEET; THENCE S 00° 22' 00" E FOR A DISTANCE OF 9.22 FEET; THENCE S 07° 14' 21" W FOR A DISTANCE OF 11.81 FEET; THENCE S 00° 03' 40" W FOR A DISTANCE OF 26.62 FEET; THENCE S 09° 32' 39" W FOR A DISTANCE OF 57.24 FEET; THENCE S 13° 32' 31" W FOR A DISTANCE OF 71.84 FEET; THENCE S 13° 29' 20" W FOR A DISTANCE OF 39.38 FEET; THENCE S 16° 15' 34" W FOR A DISTANCE OF 33.54 FEET; THENCE S 28° 08' 21" W FOR A DISTANCE OF 24.35 FEET; THENCE S 11° 32' 09" W FOR A DISTANCE OF 26.47 FEET; THENCE S 27° 29' 56" W FOR A DISTANCE OF 14.83 FEET; THENCE S 47° 56' 01" W FOR A DISTANCE OF 12.68 FEET; THENCE S 30° 49' 56" W FOR A DISTANCE OF 33.85 FEET; THENCE S 82° 43' 53" W FOR A DISTANCE OF 47.31 FEET; THENCE N 81° 53' 50" W FOR A DISTANCE OF 19.64 FEET; THENCE N 58° 12' 33" W FOR A DISTANCE OF 43.40 FEET; THENCE N 12° 58' 42" W FOR A DISTANCE OF 53.96 FEET; THENCE N 27° 11' 07" W FOR A DISTANCE OF 42.03 FEET; THENCE N 29° 03' 47" W FOR A DISTANCE OF 37.52 FEET; THENCE N 51° 16' 16" W FOR A DISTANCE OF 36.19 FEET; THENCE N 52° 04' 18" W FOR A DISTANCE OF 63.92 FEET; THENCE N 61° 00' 46" W FOR A DISTANCE OF 7.44 FEET; THENCE N 72° 31' 58" W FOR A DISTANCE OF 36.33 FEET; THENCE N 83° 14' 56" W FOR A DISTANCE OF 15.13 FEET; THENCE S 83° 22' 06" W FOR A DISTANCE OF 28.24 FEET; THENCE S 81° 14' 41" W FOR A DISTANCE OF 51.39 FEET; THENCE S 74° 07' 54" W FOR A DISTANCE OF 22.28 FEET; THENCE S 72° 32' 08" W FOR A DISTANCE OF 83.77 FEET; THENCE S 66° 25' 51" W FOR A DISTANCE OF 52.22 FEET; THENCE S 63° 47' 18" W FOR A DISTANCE OF 43.39 FEET; THENCE S 69° 47' 03" W FOR A DISTANCE OF 76.71 FEET; THENCE S 66° 45' 58" W FOR A DISTANCE OF 56.44 FEET; THENCE S 54° 54' 26" W FOR A DISTANCE OF 28.65 FEET; THENCE S 75° 31' 43" W FOR A DISTANCE OF 17.01 FEET; THENCE S 68° 25' 22" W FOR A DISTANCE OF 45.91 FEET; THENCE N 85° 47' 54" W FOR A DISTANCE OF 10.58 FEET; THENCE S 72° 16' 19" W FOR A DISTANCE OF 26.98 FEET; THENCE S 77° 31' 21" W FOR A DISTANCE OF 22.54 FEET; THENCE S 62° 44' 44" W FOR A DISTANCE OF 6.20 FEET; THENCE S 32° 53' 47" W FOR A DISTANCE OF 16.43 FEET; THENCE S 70° 10' 23" W FOR A DISTANCE OF 25.78 FEET; THENCE S 53° 26' 07" W FOR A DISTANCE OF 13.17 FEET; THENCE S 70° 56' 16" W FOR A DISTANCE OF 21.37 FEET; THENCE N 68° 00' 28" W FOR A DISTANCE OF 11.99 FEET; THENCE S 46° 27' 38" W FOR A DISTANCE OF 20.63 FEET; THENCE S 73° 51' 40" W FOR A DISTANCE OF 16.50 FEET; THENCE S 85° 54' 36" W FOR A DISTANCE OF 6.17 FEET; THENCE S 57° 03' 11" W FOR A DISTANCE OF 31.63 FEET; THENCE S 80° 21' 43" W FOR A DISTANCE OF 27.22 FEET; THENCE S 42° 12' 44" W FOR A DISTANCE OF 0.79 FEET; THENCE S 54° 26' 25" W FOR A DISTANCE OF 23.04 FEET; THENCE N 76° 13' 17" W FOR A DISTANCE OF 51.68 FEET; THENCE S 83° 11' 43" W FOR A DISTANCE OF 11.64 FEET; THENCE S 50° 34' 39" W FOR A DISTANCE OF 8.54 FEET; THENCE S 72° 06' 31" W FOR A DISTANCE OF 15.39 FEET; THENCE S 51° 45' 46" W FOR A DISTANCE OF 20.54 FEET; THENCE S 40° 52' 18" W FOR A DISTANCE OF 38.77 FEET; THENCE S 56° 12' 32" W FOR A DISTANCE OF 34.00 FEET; THENCE N 61° 37' 28" W FOR A DISTANCE OF 21.75 FEET; THENCE S 77° 47' 31" W FOR A DISTANCE OF 24.75 FEET; THENCE S 50° 05' 35" W FOR A DISTANCE OF 14.75 FEET; THENCE S 64° 00' 46" W FOR A DISTANCE OF 19.27 FEET; THENCE S 59° 08' 12" W FOR A DISTANCE OF 10.74 FEET; THENCE S 79° 40' 23" W FOR A DISTANCE OF 46.87 FEET; THENCE N 59° 40' 37" W FOR A DISTANCE OF 21.23 FEET; THENCE N 58° 23' 48" W FOR A DISTANCE OF 20.24 FEET; THENCE N 26° 12' 45" W FOR A DISTANCE OF 25.57 FEET; THENCE N 07° 58' 25" E FOR A DISTANCE OF 17.03 FEET TO A POINT ON THE SOUTH FACE OF AN EXISTING CONCRETE SEA WALL AT SAID 0.60 FEET ELEVATION CONTOUR; THENCE NORTH 68° 03' 00" EAST ALONG SAID SOUTH FACE AND ALONG SAID 0.60 FEET ELEVATION CONTOUR FOR A DISTANCE OF 6.63 FEET; THENCE SOUTH 61° 21' 19" EAST CONTINUING ALONG SAID SOUTH FACE AND ALONG SAID 0.60 FEET ELEVATION CONTOUR A DISTANCE OF 25.93 FEET TO THE POINT OF BEGINNING, CONTAINING 1.38 ACRES (60,290 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 RIGHTS-OF-WAY, EASEMENTS, AGREEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD.



PREPARED BY: BREVARD COUNTY PUBLIC WORKS
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SCALE: NONE
PROJECT NO.: 16-07-058-1

SECTION 02
TOWNSHIP 28 SOUTH
RANGE 37 EAST

SKETCH OF DESCRIPTION

PARCEL 801

PARENT PARCEL ID#: N/A, SOVEREIGN LAND OF THE STATE OF FLORIDA
 PURPOSE: EASEMENT
 SECTION 2, TOWNSHIP 28 SOUTH, RANGE 37 EAST

EXHIBIT "A"

SHEET 4 OF 10

NOT VALID WITHOUT SHEETS 1, 2, 3 & 5 THROUGH 10

NOT A FIELD SURVEY

SEE SURVEYORS NOTE #1

NOTES:

DATA SOURCES AND REFERENCES:

ALL DEED, MAP AND PLAT REFERENCES AS SHOWN HEREON.

- STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, STATE ROAD NO. 516 BREVARD COUNTY, SECTION 70050-2511, DATED 1/22/74, LAST REVISION 8/1/74.
- BOUNDARY SURVEY OF FRONT STREET PARK PREPARED BY FRAZIER ENGINEERING, DATED 08/10/05.
- PLAT OF A RESURVEY OF EAST PART OF BLOCK 18, PLAT BOOK 1, PAGE 55 AND BLOCK 24, PLAT BOOK 1, PAGE 84 AS RECORDED IN PLAT BOOK 9, PAGE 74.
- DEED BOOK 250, PAGE 213; DEED BOOK 250, PAGE 217; DEED BOOK 250, PAGE 224; AND DEED BOOK 241, PAGE 243 AS SHOWN ON ABOVE STATED DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP.

EXCEPT AS NOTED, INSTRUMENTS OF RECORD PERTAINING TO ENCUMBRANCES SUCH AS EASEMENTS, RIGHTS OF WAY, COVENANTS, AGREEMENTS, AND RESTRICTIONS WERE NOT PROVIDED BY THE CLIENT. A SEARCH OF THE PUBLIC RECORDS WAS NOT PERFORMED BY THIS SURVEYOR AND NO TITLE REPORT WAS PROVIDED. NO OPINION OF TITLE, OWNERSHIP OR UNWRITTEN RIGHTS IS EXPRESSED OR IMPLIED. ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY FLORIDA.

LIMITATIONS:

- BASELINE OF SURVEY AND THE SOUTHERLY RIGHT OF WAY LINE OF SATE ROAD NO. 516 ARE APPROXIMATE AND BASED ON FOUND MONUMENTATION CORRELATED TO ADJUTING, PREVIOUS SURVEYS. IT WAS NOT REQUIRED BY THE SCOPE OF THIS SURVEY TO ESTABLISH THE PRECISE LOCATION OF SAID SOUTHERLY RIGHT OF WAY LINE.
- THE SHORELINE EAST OF BLOCK 24 ACCORDING TO PLAT BOOK 9, PAGE 74 IS APPROXIMATE, BASED ON 2016 AERIAL PHOTOGRAPHY. THIS APPROXIMATE SHORELINE IS SHOWN FOR INFORMATIONAL PURPOSES ONLY AND HAS NOT BEEN VERIFIED BY AN ACTUAL FIELD SURVEY.
- AT THIS LOCATION, THE INDIAN RIVER IS CONSIDERED NON-TIDALLY INFLUENCED WATER BODY.
- THE APPROXIMATE ORDINARY HIGH WATER LINE IS BASED ON OBSERVED HIGH WATER MARKS ALONG THE SHORELINE. THE AVERAGE ELEVATION OF THESE OBSERVED HIGH WATER MARKS WAS DETERMINED TO BE 0.6 FEET (NAVD88).
- BASED ON THE 1927 FLORIDA SUPREME COURT CASE: TILDEN V. SMITH, THAT FOR THE PURPOSE OF THIS SURVEY THE ORDINARY HIGH-WATER MARK WAS DETERMINED BY EXAMINING THE BED AND THE BANKS AND ASCERTAINING WHERE THE PRESENCE AND ACTION OF THE WATER ARE SO COMMON AND USUAL AND SO LONG CONTINUED IN ALL ORDINARY YEARS AS TO MARK UPON THE SOIL OF THE BED A CHARACTER DISTINCT FROM THAT OF THE BANKS IN RESPECT TO VEGETATION, AS WELL AS TO THE NATURE OF THE SOIL ITSELF. THIS LINE MAY NOT BE THE HIGHEST POINT TO WHICH THE WATER RISES IN TIMES OF FRESHETS. THIS PROCEDURE TO LOCATE THE ORDINARY HIGH WATER MARK AGREES WITH THE ARMY CORPS OF ENGINEERS DEFINITION OF THE APPROXIMATE LOCATION AS BEING THE LINE ON THE SHORE ESTABLISHED BY FLUCTUATIONS OF WATER AND INDICATED BY PHYSICAL CHARACTERISTICS SUCH AS SHELVEING, DESTRUCTION OF TERRESTRIAL VEGETATION, PRESENCE OF LITTER OR DEBRIS, OR CHANGES IN THE CHARACTER OF SOIL.
- THE APPROXIMATE ORDINARY HIGH WATER LINE IS NOT INTENDED TO BE THE LEGAL BOUNDARY BETWEEN PRIVATE AND STATE OWNERSHIP.
- THE SAFE UPLAND LINE ELEVATION OF 0.6 FEET NAVD88 PROVIDED BY THE DIVISION OF STATE LANDS' BUREAU OF SURVEY AND MAPPING FOR THIS PORTION OF THE INDIAN RIVER ON 11/22/16. PER CHAPTER 62-819, LAND ACQUISITION PROCEDURES, THE "SAFE UPLAND LINE" MEANS A LINE AT OR ABOVE THE MEAN OR ORDINARY HIGH WATER LINE USED TO CALCULATE THE ACREAGE OF A PARCEL OF LAND.

SURVEY NOTES:

- THIS SKETCH AND DESCRIPTION IS NOT A FIELD SURVEY.
- SHEET 10 OF 10 IS INCLUDED AS AN INFORMATIONAL DETAIL SHOWING PROPOSED IMPROVEMENTS. CERTIFICATION DOES NOT INCLUDE THE PROPOSED IMPROVEMENTS.
- COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE 0901, NORTH AMERICAN DATUM OF 1983 AND READJUSTED IN 2011(NAD83(2011)), REFERENCED TO THE FOLLOWING NATIONAL GEODETIC SURVEY CONTROL STATION:
 - "BREVARD GPS 5063 COOK", A FOUND ALUMINUM ALLOY ROD DRIVEN INTO THE GROUND TO REFUSAL WITH A BREVARD COUNTY LOGO CAP STAMPED "GPS 5063 COOK 2003". PID# = "DC8759". LATITUDE = 28°04'58.14590"(N). LONGITUDE = 080°37'15.77758"(W). NORTHING = 1,363,003.70. EASTING = 778,357.11.
 - THE SCALE FACTOR AT THIS STATION IS 0.99985829. THE COMBINED FACTOR IS 0.99986175 AND THE CONVERGENCE IS +0°10'42.2".
 - UNLESS OTHERWISE NOTED, ALL DISTANCES SHOWN HEREIN ARE GROUND DISTANCES.
- BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE 0901, NORTH AMERICAN DATUM OF 1983 AND READJUSTED IN 2011(NAD83(2011)) AND SPECIFICALLY BASED ON THE MONUMENTED NORTH LINE OF LOT 2 OF PLAT BOOK 9, PAGE 74 AS BEING NORTH 54°24' 14" EAST AS DETERMINED BY THEIR COORDINATE VALUES PER SAID FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE 0901.
- VERTICAL CONTROL: BASED ON CLOSED VERTICAL CONTROL NETWORK WITH LINEAR CLOSURE THAT MEETS AND/OR EXCEEDS FLORIDA MINIMUM TECHNICAL STANDARDS CHAPTER 5J-17.051 (3)(b)15.a.
 - PRIMARY BENCHMARK: BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
 - PRIMARY BENCHMARK #1 DESCRIPTION: TOP OF BRASS DISK SET IN CONCRETE HEADWALL STAMPED "1843 D TIDAL". PID# DK6631. ELEVATION = 3.635 FEET (NAVD88).
 - PRIMARY BENCHMARK #2 DESCRIPTION: TOP OF BRASS DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "1843 B TIDAL". PID# DK6629. ELEVATION = 6.279 FEET (NAVD88).
 - TO CALCULATE ELEVATIONS IN THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29) ADD 1.401 FEET TO THE NAVD88 ELEVATIONS SHOWN HEREON (NGVD29 = NAVD88 + 1.401).
- THIS SURVEY DOES NOT INCLUDE THE LOCATION OF ANY SUBSURFACE FEATURES, I.E. UNDERGROUND FOUNDATION, ENCROACHMENTS OR UNDERGROUND IMPROVEMENTS, EXCEPT AS SHOWN HEREON.



PREPARED BY: BREVARD COUNTY PUBLIC WORKS
 SURVEYING AND MAPPING DIVISION
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SCALE: NONE
 PROJECT NO.: 16-07-058-1

SECTION 02
 TOWNSHIP 28 SOUTH
 RANGE 37 EAST

SKETCH OF DESCRIPTION

PARCEL 801

PARENT PARCEL ID#: N/A, SOVEREIGN LAND OF THE STATE OF FLORIDA

PURPOSE: EASEMENT
SECTION 2, TOWNSHIP 28 SOUTH, RANGE 37 EAST

SEE SHEET 9 FOR ABBREVIATIONS & LEGEND

TAX PARCEL ID: 28-37-02-28-24-1
OWNER: N/F BREVARD COUNTY
ADDRESS: 1311 E. NEW HAVEN AVE. MELBOURNE, FL

2' WIDE CONCRETE SEAWALL

APPROXIMATE SHORE LINE BASED ON 2016 AERIAL IMAGE FOR INFORMATION PURPOSES ONLY

POINT OF BEGINNING
SOUTH FACE OF AN EXISTING CONCRETE SEA WALL AT THE 0.60 FEET ELEVATION CONTOUR ACCORDING TO NAVD88, SAID 0.60 FEET ELEVATION CONTOUR AS FIELD LOCATED ON NOVEMBER 22, 2016
N. = 1,362,339.90, E. = 785,314.35

EXHIBIT "A"

SHEET 5 OF 10
NOT VALID WITHOUT SHEETS 1 THROUGH 4 & 6 THROUGH 10
NOT A FIELD SURVEY
SEE SURVEYORS NOTE #1

APPROX SURVEY BASELINE AND CENTERLINE OF R/W

S.R. 516
A.K.A. MELBOURNE CAUSEWAY
(RIGHT OF WAY WIDTH VARIES PER STATE OF FLORIDA DOT RIGHT OF WAY MAP OF STATE ROAD NO. 516, SECTION 70050-2511)

SEE DETAIL "A" BELOW

APPROX OHWL AND SUL ELEVATION 0.60' (NAVD 88) NOV. 22, 2016

S. R. 516
A.K.A. NEW HAVEN AVE.

FOUND "X" CUT IN CONCRETE

FRONT STREET
(60' R/W WIDTH PER PB 9, PG 74)



30.00' OFFSET OF OHWL AND SUL ELEVATION 0.60'

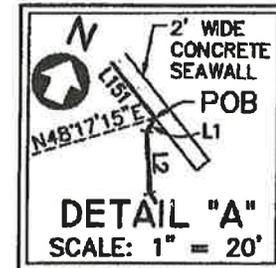
PARCEL 801
30.00' WIDE EASEMENT (CROSS HATCHED)

INDIAN RIVER

APPROX R/W LINE

POINT OF COMMENCEMENT

FOUND 1/2" IRON ROD & CAP STAMPED "LB 6929" (HELD)
N. = 1362080.44
E. = 785023.26
NORTHEAST CORNER OF LOT 2, BLOCK 24 OF PLAT BOOK 9, PAGE 74



(IN FEET)
1 inch = 60 ft.



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PHONE: (321) 633-2080

SCALE: 1" = 60'
PROJECT NO.: 16-07-058-1

SECTION 02
TOWNSHIP 28 SOUTH
RANGE 37 EAST

SKETCH OF DESCRIPTION

PARCEL 801

PARENT PARCEL ID#: N/A, SOVEREIGN
 LAND OF THE STATE OF FLORIDA
 PURPOSE: EASEMENT
 SECTION 2, TOWNSHIP 28
 SOUTH, RANGE 37 EAST

SEE SHEET 9
 FOR
 ABBREVIATIONS
 & LEGEND

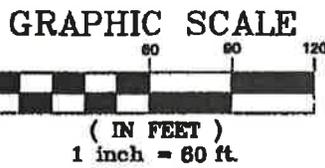
EXHIBIT "A"

SHEET 6 OF 10
 NOT VALID WITHOUT SHEETS 1
 THROUGH 5 & 7 THROUGH 10
NOT A FIELD SURVEY
 SEE SURVEYORS NOTE #1

S.R. 516 A.K.A. MELBOURNE CAUSEWAY

(RIGHT OF WAY WIDTH VARIES PER STATE
 OF FLORIDA DOT RIGHT OF WAY MAP OF
 STATE ROAD NO. 516, SECTION 70050-2511)

APPROX SURVEY
 BASELINE AND
 CENTERLINE OF R/W

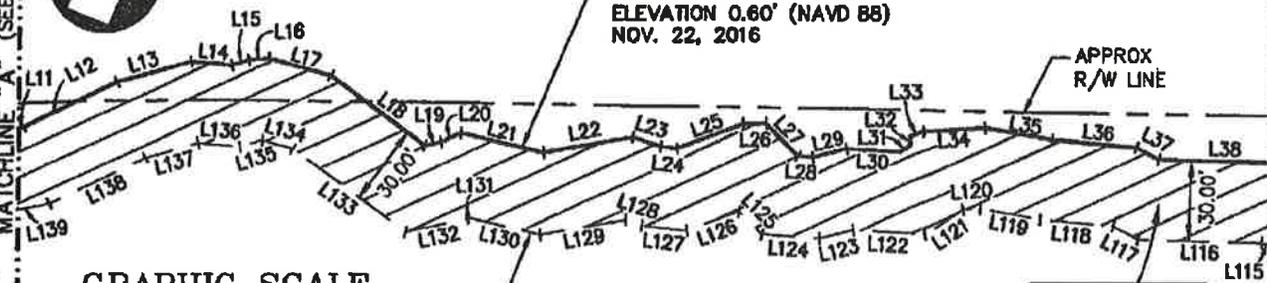


APPROX OHWL AND SUL
 ELEVATION 0.60' (NAVD 88)
 NOV. 22, 2016

APPROX
 R/W LINE

MATCHLINE "A" (SEE SHEET 5 OF 9)

MATCHLINE "B" (SEE BELOW LEFT)



INDIAN RIVER

PARCEL 801
 30.00' WIDE
 EASEMENT
 (CROSS HATCHED)

30.00' OFFSET OF OHWL
 AND SUL ELEVATION 0.60'

S.R. 516

A.K.A. MELBOURNE CAUSEWAY

(RIGHT OF WAY WIDTH VARIES PER STATE OF FLORIDA DOT RIGHT
 OF WAY MAP OF STATE ROAD NO. 516, SECTION 70050-2511)

APPROX SURVEY
 BASELINE AND
 CENTERLINE OF R/W

PRIMARY BENCHMARK #2:
 TOP OF BRASS DISK SET IN TOP
 OF CONCRETE MONUMENT STAMPED
 "1843 B TIDAL". ELEVATION =
 4.878 FEET (NAVD88).

CONTROL POINT (BOC)
 SET MAG NAIL & DISK STAMPED "TRAVERSE PT.
 BREVARD CO." ELEVATION = 2.664 FEET (NAVD88)
 N. = 1,362,639.1038, E. = 786,038.2038

APPROX R/W LINE
 N. = 1,362,592.55
 E. = 786,052.83

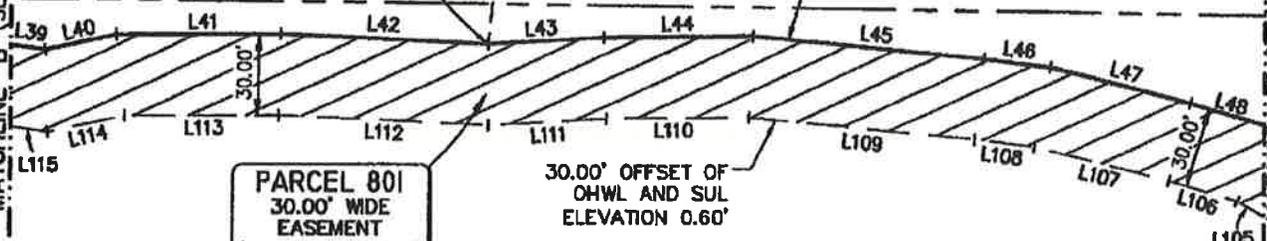
S17°26'35"E
 48.80'

APPROX OHWL AND SUL
 ELEVATION 0.60' (NAVD 88)
 NOV. 22, 2016



MATCHLINE "B" (SEE ABOVE RIGHT)

MATCHLINE "C" (SEE SHEET 7 OF 9)



INDIAN RIVER

PARCEL 801
 30.00' WIDE
 EASEMENT
 (CROSS HATCHED)

30.00' OFFSET OF
 OHWL AND SUL
 ELEVATION 0.60'



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" = 60'
 PROJECT NO.:
 16-07-058-1

SECTION 02
 TOWNSHIP 28 SOUTH
 RANGE 37 EAST

SKETCH OF DESCRIPTION

PARCEL 801

PARENT PARCEL ID#: N/A. SOVEREIGN
LAND OF THE STATE OF FLORIDA

PURPOSE: EASEMENT
SECTION 2, TOWNSHIP 28
SOUTH, RANGE 37 EAST

SEE SHEET 9
FOR
ABBREVIATIONS
& LEGEND

EXHIBIT "A"
SHEET 7 OF 10
NOT VALID WITHOUT SHEETS 1 THROUGH 6,
& 8 THROUGH 10
NOT A FIELD SURVEY
SEE SURVEYORS NOTE #1

S.R. 516 A.K.A. MELBOURNE CAUSEWAY

(RIGHT OF WAY WIDTH VARIES PER STATE
OF FLORIDA DOT RIGHT OF WAY MAP OF
STATE ROAD NO. 516, SECTION 70050-2511)

APPROX SURVEY
BASELINE AND
CENTERLINE OF R/W

PRIMARY BENCHMARK #1:
TOP OF BRASS DISK SET IN CONCRETE
HEADWALL STAMPED "1843 D TIDAL".
ELEVATION = 2.234 FEET (NAVD88)

2' WIDE CONCRETE SEAWALL

POINT ON THE SOUTH FACE
OF AN EXISTING CONCRETE
SEA WALL AT SAID 0.60
FEET ELEVATION CONTOUR
N. = 1,362,869.89
E. = 786,693.80

APPROX
R/W LINE

APPROX OHWL AND SUL
ELEVATION 0.60' (NAVD 88)
NOV. 22, 2016

PRIMARY BENCHMARK #3:
TOP OF BRASS CAP ON
STAINLESS STEEL ROD
DRIVEN TO REFUSAL
STAMPED "1843 C TIDAL".
ELEVATION = 1.135 FEET
(NAVD88)

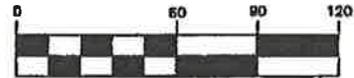
PARCEL 801
30.00' WIDE
EASEMENT
(CROSS HATCHED)

INDIAN
RIVER

INDIAN
RIVER



GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

30.00' OFFSET OF
OHWL AND SUL
ELEVATION 0.60'



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" = 60'
PROJECT NO.:
16-07-058-1

SECTION 02
TOWNSHIP 28 SOUTH
RANGE 37 EAST

SKETCH OF DESCRIPTION

PARCEL 801

PARENT PARCEL ID#: N/A, SOVEREIGN LAND OF THE STATE OF FLORIDA
 PURPOSE: EASEMENT
 SECTION 2, TOWNSHIP 28 SOUTH, RANGE 37 EAST

EXHIBIT "A"

SHEET 8 OF 10
 NOT VALID WITHOUT SHEETS 1 THROUGH 7, & 9 & 10
NOT A FIELD SURVEY
 SEE SURVEYORS NOTE #1

Parcel Line Table		
Line #	Length	Direction
L1	1.95	S07° 58' 25"W
L2	7.69	S26° 12' 45"E
L3	11.25	S58° 23' 48"E
L4	9.78	S59° 40' 37"E
L5	30.13	N79° 40' 23"E
L6	6.58	N59° 08' 12"E
L7	16.89	N64° 00' 46"E
L8	18.48	N50° 05' 35"E
L9	43.23	N77° 47' 31"E
L10	14.76	S61° 37' 28"E
L11	11.87	N56° 12' 32"E
L12	37.59	N40° 52' 18"E
L13	28.78	N51° 45' 46"E
L14	15.07	N72° 06' 31"E
L15	6.48	N50° 34' 39"E
L16	7.32	N60° 57' 38"E
L17	23.42	N83° 11' 43"E
L18	43.35	S76° 13' 17"E
L19	6.05	N54° 26' 25"E
L20	7.95	N42° 12' 44"E
L21	31.41	N80° 21' 43"E
L22	33.16	N57° 03' 11"E
L23	10.72	N85° 54' 36"E
L24	6.02	N73° 51' 40"E
L25	26.13	N46° 27' 38"E
L26	8.22	N65° 54' 52"E
L27	17.06	S68° 00' 28"E
L28	5.52	N70° 56' 16"E
L29	12.97	N53° 26' 07"E
L30	20.08	N70° 10' 23"E
L31	4.29	N32° 53' 47"E
L32	3.47	N23° 22' 44"W

Parcel Line Table		
Line #	Length	Direction
L33	4.61	N43° 26' 59"E
L34	22.19	N62° 44' 44"E
L35	25.05	N77° 31' 21"E
L36	31.41	N72° 16' 19"E
L37	9.53	S85° 47' 54"E
L38	40.91	N68° 25' 22"E
L39	13.42	N75° 31' 43"E
L40	26.30	N54° 54' 26"E
L41	60.35	N66° 45' 58"E
L42	75.93	N69° 47' 03"E
L43	42.51	N63° 47' 18"E
L44	54.51	N66° 25' 51"E
L45	85.79	N72° 32' 08"E
L46	24.56	N74° 07' 54"E
L47	53.81	N81° 14' 41"E
L48	30.31	N83° 22' 06"E
L49	21.47	S83° 14' 56"E
L50	42.17	S72° 31' 58"E
L51	12.81	S61° 00' 46"E
L52	66.47	S52° 04' 18"E
L53	42.28	S51° 16' 16"E
L54	43.90	S29° 03' 47"E
L55	46.26	S27° 11' 07"E
L56	45.20	S12° 58' 42"E
L57	24.61	S58° 12' 33"E
L58	9.30	S81° 53' 50"E
L59	28.66	N82° 43' 53"E
L60	23.76	N30° 49' 56"E
L61	11.78	N47° 56' 01"E
L62	5.22	N27° 29' 56"E
L63	26.63	N11° 32' 09"E
L64	25.60	N28° 06' 21"E

Parcel Line Table		
Line #	Length	Direction
L65	29.70	N16° 15' 34"E
L66	38.65	N13° 29' 20"E
L67	70.82	N13° 32' 31"E
L68	53.70	N09° 32' 39"E
L69	26.02	N00° 03' 40"E
L70	11.70	N07° 14' 21"E
L71	8.07	N00° 22' 00"W
L72	32.59	N02° 50' 47"E
L73	20.66	N00° 10' 19"E
L74	25.02	N13° 09' 24"E
L75	11.46	N30° 16' 10"E
L76	13.28	N14° 32' 57"W
L77	30.24	N68° 15' 42"E
L78	29.44	S14° 32' 57"E
L79	19.32	S30° 16' 10"W
L80	17.09	S13° 09' 24"W
L81	17.95	S00° 10' 19"W
L82	32.45	S2° 50' 47"W
L83	9.22	S00° 22' 00"E
L84	11.81	S07° 14' 21"W
L85	26.62	S00° 03' 40"W
L86	57.24	S09° 32' 39"W
L87	71.84	S13° 32' 31"W
L88	39.38	S13° 29' 20"W
L89	33.54	S16° 15' 34"W
L90	24.35	S28° 06' 21"W
L91	26.47	S11° 32' 09"W
L92	14.83	S27° 29' 56"W
L93	12.68	S47° 56' 01"W
L94	33.85	S30° 49' 56"W
L95	47.31	S82° 43' 53"W
L96	19.64	N81° 53' 50"W



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

SCALE: NONE
 PROJECT NO.: 16-07-058-1

SECTION 02
 TOWNSHIP 28 SOUTH
 RANGE 37 EAST

SKETCH OF DESCRIPTION

PARCEL 801

PARENT PARCEL ID#: N/A, SOVEREIGN LAND OF THE STATE OF FLORIDA

PURPOSE: EASEMENT

SECTION 2, TOWNSHIP 28 SOUTH, RANGE 37 EAST

EXHIBIT "A"

SHEET 9 OF 10

NOT VALID WITHOUT SHEETS 1 THROUGH 8, & 10

NOT A FIELD SURVEY

SEE SURVEYORS NOTE #1

Parcel Line Table		
Line #	Length	Direction
L97	43.40	N58° 12' 33"W
L98	53.96	N12° 58' 42"W
L99	42.03	N27° 11' 07"W
L100	37.52	N29° 03' 47"W
L101	36.19	N51° 16' 16"W
L102	63.92	N52° 04' 18"W
L103	7.44	N61° 00' 46"W
L104	36.33	N72° 31' 58"W
L105	15.13	N83° 14' 56"W
L106	26.24	S83° 22' 06"W
L107	51.39	S81° 14' 41"W
L108	22.28	S74° 07' 54"W
L109	83.77	S72° 32' 08"W
L110	52.22	S66° 25' 51"W
L111	43.39	S63° 47' 18"W
L112	76.71	S69° 47' 03"W
L113	56.44	S66° 45' 58"W
L114	28.65	S54° 54' 26"W
L115	17.01	S75° 31' 43"W
L116	45.91	S68° 25' 22"W
L117	10.58	N85° 47' 54"W
L118	26.98	S72° 16' 19"W
L119	22.54	S77° 31' 21"W
L120	6.20	S62° 44' 44"W
L121	16.43	S32° 53' 47"W
L122	25.78	S70° 10' 23"W
L123	13.17	S53° 26' 07"W
L124	21.37	S70° 56' 16"W
L125	11.99	N68° 00' 28"W
L126	20.63	S46° 27' 38"W
L127	16.50	S73° 51' 40"W
L128	6.17	S85° 54' 36"W

Parcel Line Table		
Line #	Length	Direction
L129	31.63	S57° 03' 11"W
L130	27.22	S80° 21' 43"W
L131	0.79	S42° 12' 44"W
L132	23.04	S54° 26' 25"W
L133	51.68	N76° 13' 17"W
L134	11.64	S83° 11' 43"W
L135	8.54	S50° 34' 39"W
L136	15.39	S72° 06' 31"W
L137	20.54	S51° 45' 46"W
L138	38.77	S40° 52' 18"W
L139	34.00	S56° 12' 32"W
L140	21.75	N61° 37' 28"W
L141	24.75	S77° 47' 31"W
L142	14.75	S50° 05' 35"W
L143	19.27	S64° 00' 46"W
L144	10.74	S59° 08' 12"W
L145	46.67	S79° 40' 23"W
L146	21.23	N59° 40' 37"W
L147	20.24	N58° 23' 48"W
L148	25.57	N26° 12' 45"W
L149	17.03	N07° 58' 25"E
L150	6.63	N68° 03' 00"E
L151	25.93	S61° 21' 19"E

ABBREVIATIONS

A.K.A. = ALSO KNOWN AS
 APPROX = APPROXIMATE
 BOB = BASIS OF BEARING
 BOC = BASIS OF COORDINATES
 DOT = DEPARTMENT OF TRANSPORTATION
 E. = EASTING
 EL = ELEVATION
 EOP = EDGE OF PAVEMENT
 EORR = EDGE OF RIPRAP
 ID = IDENTIFICATION
 INV = INVERT
 LB = LICENSED BUSINESS
 MHWL = MEAN HIGH WATER LINE
 N. = NORTHING
 NAVD88 = NORTH AMERICAN VERTICAL DATUM OF 1988
 NGVD29 = NATIONAL GEODETIC VERTICAL DATUM OF 1929
 N/A = NOT APPLICABLE
 N/F = NOW OR FORMERLY
 ORB = OFFICIAL RECORD BOOK
 PB = PLAT BOOK
 PG = PAGE
 PLS = PROFESSIONAL LAND SURVEYOR
 POB = POINT OF BEGINNING
 R/W = RIGHT OF WAY
 S.R. = STATE ROAD
 SUL = SAFE UPLAND LINE
 TOB = TOP OF BANK
 TYP = TYPICAL

LEGEND

--- -- -- -- -- APPROXIMATE RIGHT OF WAY LINE
 - - - - - APPROXIMATE LOT LINE
 _____ APPROXIMATE PARCEL LINE
 ○ FOUND IRON ROD AS NOTED
 ⊕ BENCHMARK
 ▲ CONTROL POINT
 30.00' WIDE EASEMENT



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

SCALE: NONE
 PROJECT NO.: 16-07-058-1

SECTION 02
 TOWNSHIP 28 SOUTH
 RANGE 37 EAST

PROPOSED OYSTER BED DETAIL

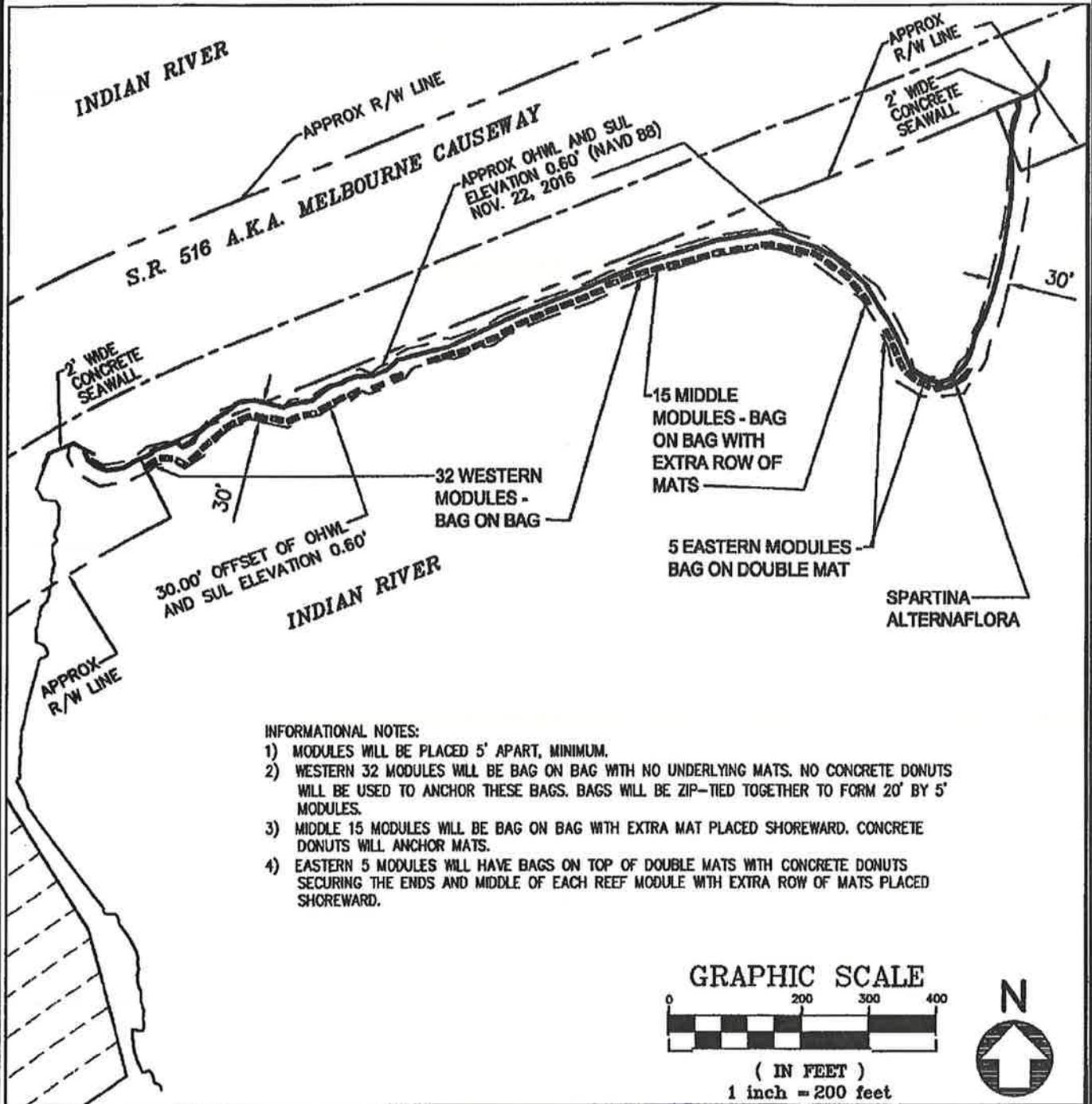
PARCEL 801

SECTION 2, TOWNSHIP 28 SOUTH, RANGE 37 EAST

EXHIBIT "A"

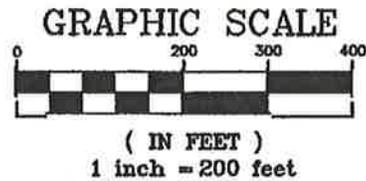
SHEET 10 OF 10
NOT VALID WITHOUT SHEETS 1 THROUGH 9

NOT A FIELD SURVEY
SEE SURVEY NOTE 2, SHEET 4 OF 10



INFORMATIONAL NOTES:

- 1) MODULES WILL BE PLACED 5' APART, MINIMUM.
- 2) WESTERN 32 MODULES WILL BE BAG ON BAG WITH NO UNDERLYING MATS. NO CONCRETE DONUTS WILL BE USED TO ANCHOR THESE BAGS. BAGS WILL BE ZIP-TIED TOGETHER TO FORM 20' BY 5' MODULES.
- 3) MIDDLE 15 MODULES WILL BE BAG ON BAG WITH EXTRA MAT PLACED SHOREWARD. CONCRETE DONUTS WILL ANCHOR MATS.
- 4) EASTERN 5 MODULES WILL HAVE BAGS ON TOP OF DOUBLE MATS WITH CONCRETE DONUTS SECURING THE ENDS AND MIDDLE OF EACH REEF MODULE WITH EXTRA ROW OF MATS PLACED SHOREWARD.



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" = 200'
PROJECT NO.: 16-07-058-1

SECTION 02
TOWNSHIP 28 SOUTH
RANGE 37 EAST

This Instrument Prepared By:
Tiana D. Brown
Action No. 32026
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

DRAFT

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

SOVEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. 41992
BOT FILE NO. 050240713
PA NO. 05-351348-001

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, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Section 36, Township 27 South, Range 37 East, in Indian River Lagoon, Brevard County, Florida, as is more particularly described and shown on Attachment A, dated July 20, 2017.

TO HAVE THE USE OF the hereinabove described premises for a period of 10 years from June 13, 2017, 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 oyster mats and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 0351348-001-EI, dated June 5, 2017, 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.

DRAFT

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.

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
2725 Judge Fran Jamieson Way
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. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

DRAFT

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

WITNESSES:

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

Original Signature

(SEAL)

Print/Type Name of Witness

BY: _____
Cheryl C. McCall, 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

Original Signature

Print/Type Name of Witness

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Cheryl C. McCall, 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. She is personally known to me.

APPROVED AS SUBJECT TO PROPER EXECUTION:

Notary Public, State of Florida

DEP Attorney

Date

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

Brevard County, Florida (SEAL)
By its Board of County Commissioners

Original Signature

BY:

Original Signature of Executing Authority

Typed/Printed Name of Witness

Curt Smith

Typed/Printed Name of Executing Authority

Original Signature

Chairman

Title of Executing Authority

Typed/Printed Name of Witness

“GRANTEE”

STATE OF _____

COUNTY OF _____

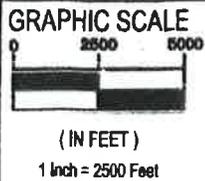
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Curt Smith as Chairman, for and on behalf of Board of County Commissioners of Brevard County, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

Notary Public, State of _____

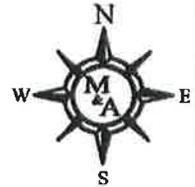
Commission/Serial No. _____

Printed, Typed or Stamped Name

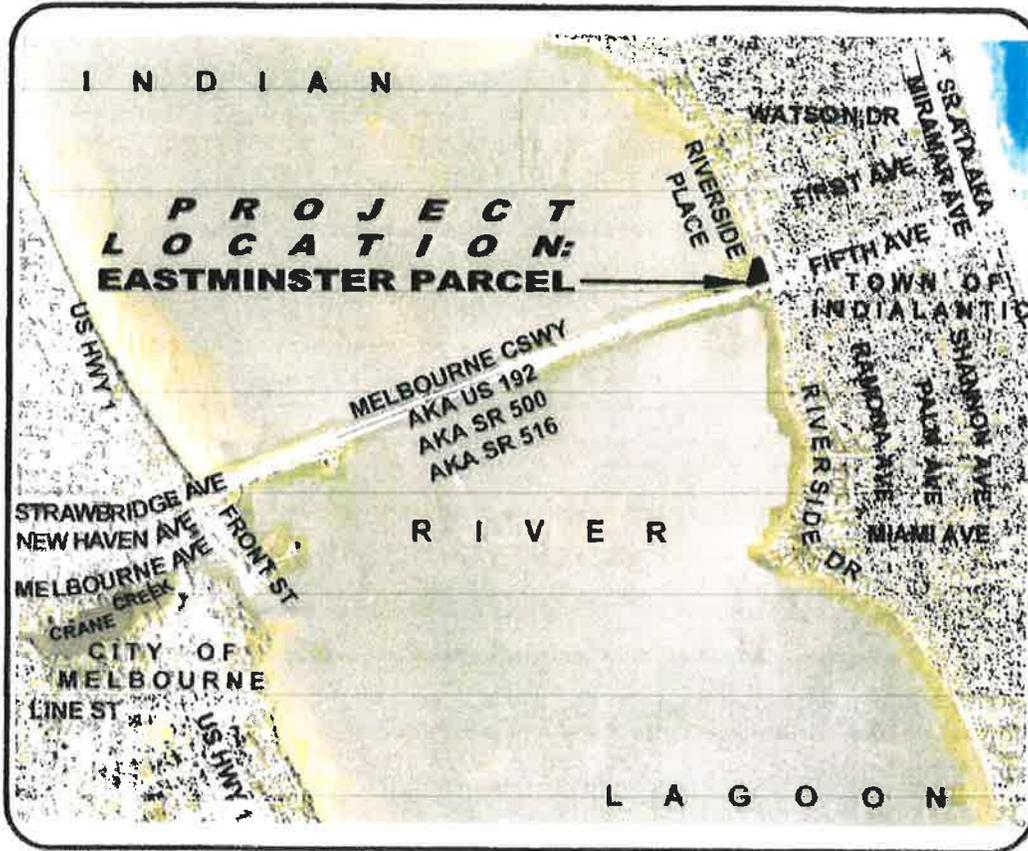


EASTMINSTER PARCEL

OYSTER MODULE SUBMERGED LAND EASEMENT SPECIAL PURPOSE SURVEY
 BREVARD COUNTY, FLORIDA
 SECTION 36, TOWNSHIP 27 SOUTH, RANGE 37 EAST



VICINITY MAP 1 INCH = 2500 FEET



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PREPARED FOR AND CERTIFIED TO:
 1) EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA, INC.



2) THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (FDEP).



PURPOSE: THE PURPOSE OF THIS SPECIAL PURPOSE SURVEY IS TO PROVIDE THE LOCATION OF THE PROPOSED SUBMERGED LAND EASEMENT, ITS EXISTING IMPROVEMENTS, AND LEGAL DESCRIPTION.

LOCATION: EASTMINSTER PRESBYTERIAN CHURCH, INDIALANTIC, FL 32903
ADDRESS: 106 N. RIVERSIDE DR. INDIALANTIC, FL 32903

SHEET 1 OF 6. NOT VALID WITHOUT SHEETS 1 THROUGH 6

PARCEL: 27-37-36-00-750
ACCOUNT: 2730361

DRAWN BY: JTH | CHD. BY: CB | PROJECT: 2016-102 EASTMINSTER.DWG

CERTIFICATION

I HEREBY CERTIFY THAT THIS SPECIAL PURPOSE SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 6J-17.052(2), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

CHRISTOPHER S. BOWERS P.S.M.
 FLA. CERT. NO. 5990

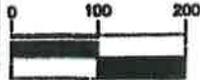
SIGNING DATE: 7/20/2017

MORGAN & Associates

Consulting Engineers, Inc.

504 N Harbor City Blvd. Melbourne, FL 32935
 Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040

GRAPHIC SCALE



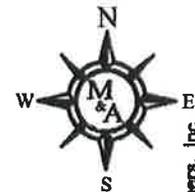
(IN FEET)

1 Inch = 200 Feet

EASTMINSTER PARCEL

OYSTER MODULE SUBMERGED LAND EASEMENT SPECIAL PURPOSE SURVEY

CONTROL DATA



1. VERTICAL CONTROL:

PRIMARY BENCHMARK #1:

2.5" BRASS DISK SET BY BREVARD COUNTY SURVEYING & MAPPING.
 BC PID NO.: 422-26
 ELEVATION: 5.482 FEET (NAVD88)
 STAMPING: 422-26 2005
 LATITUDE: 28° 05' 24.1" N
 LONGITUDE: 80° 34' 34.9"W

PRIMARY BENCHMARK #1



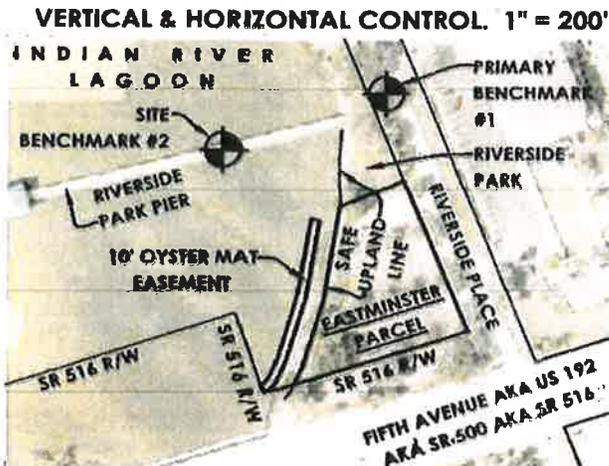
SITE BENCHMARK #2:

TRAVERSE POINT NAIL & DISK SET BY:
 MORGAN & ASSOCIATES CONSULTING ENGINEERS, INC.
 MARKED: "TRAV. PT. LB 7040"
 POINT #2
 ELEVATION: 5.12' (NAVD88)

2. HORIZONTAL CONTROL (GPS):

STATION #1:
 PRIMARY BENCHMARK ABOVE ALSO A HORIZONTAL CONTROL POINT.
 THROUGH NETWORK GPS OBSERVATIONS, STATION #1,
 ALSO BEING THE PRIMARY BENCHMARK, WAS FOUND TO
 HAVE FLORIDA STATE PLANE COORDINATE VALUES
 FOR EAST ZONE 901, AS FOLLOWS:
 NORTHING: 1365649.3362 (NAD83)
 EASTING: 792755.2538 (NAD83)

STATION #2:
 SITE BENCHMARK ABOVE ALSO A HORIZONTAL CONTROL POINT
 THROUGH NETWORK GPS OBSERVATIONS, STATION #2,
 ALSO BEING THE SITE BENCHMARK, WAS FOUND TO
 HAVE FLORIDA STATE PLANE COORDINATE VALUES
 FOR EAST ZONE 901, AS FOLLOWS:
 NORTHING: 1365584.0143 (NAD83)
 EASTING: 792571.5422 (NAD83)



**SECTION 36
 TOWNSHIP 27 SOUTH
 RANGE 37 EAST
 BREVARD COUNTY,
 FLORIDA**

PREPARED FOR AND CERTIFIED TO:
 1) EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA, INC.



2) THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (FDEP).



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LOCATION: EASTMINSTER PRESBYTERIAN CHURCH, INDIALANTIC, FL 32903
ADDRESS: 108 N. RIVERSIDE DR. INDIALANTIC, FL 32903

PARCEL: 27-37-36-00-750
ACCOUNT: 2730381

SHEET 3 OF 6. NOT VALID WITHOUT SHEETS 1 THROUGH 6

DRAWN BY: JTH | CHD. BY: CB | PROJECT: 2016-102 EASTMINSTER.DWG

CERTIFICATION

I HEREBY CERTIFY THAT THIS SPECIAL PURPOSE SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 6J-17.052(2), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

CHRISTOPHER S. BOWERS P.S.M.

SIGNING DATE: 7/20/2017

FLA. CERT. NO. 5990

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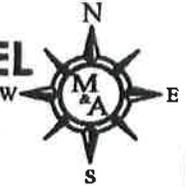


(IN FEET)
1 Inch = 50 Feet

PROJECT BENCHMARK
SEE SHEET 3 OF 6

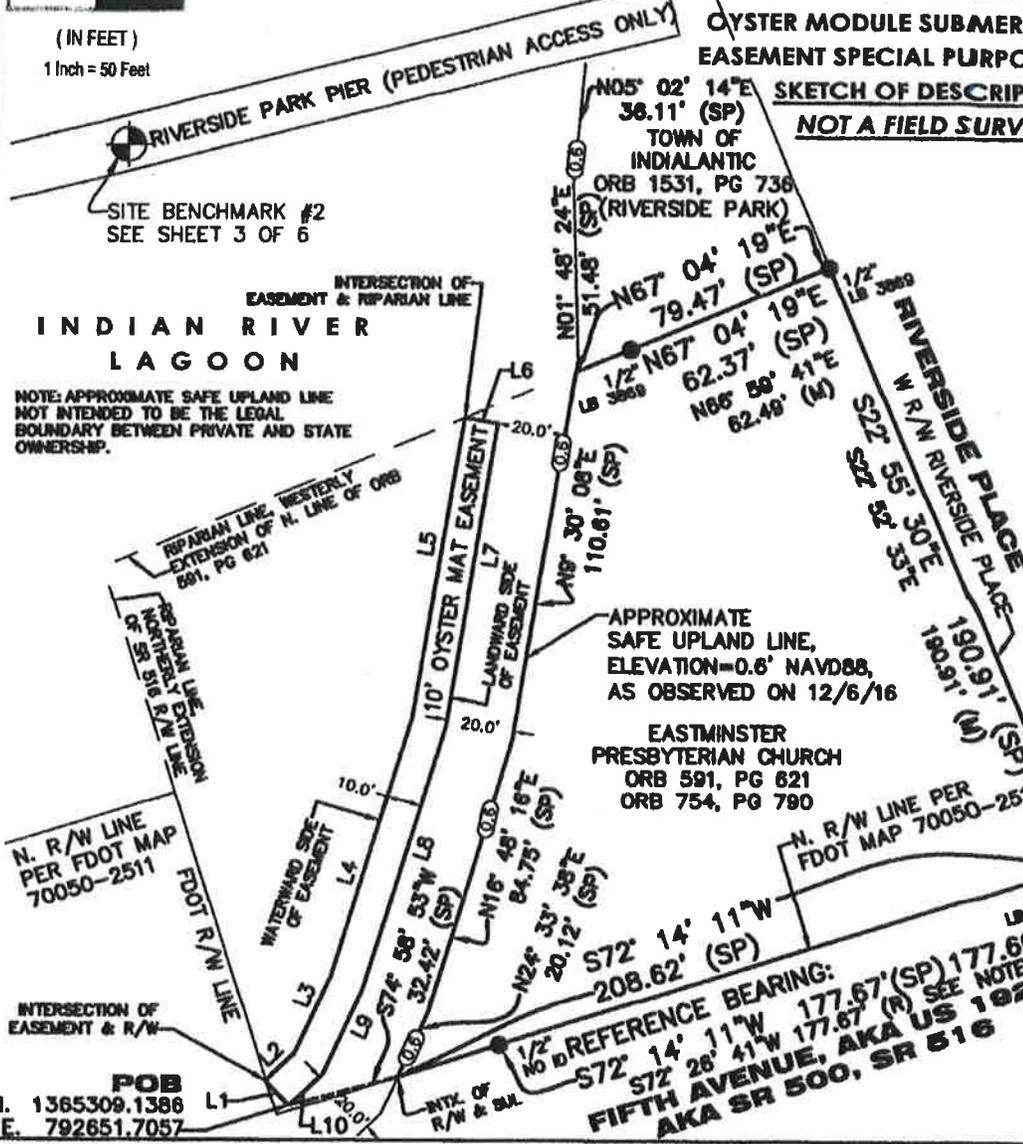
EASTMINSTER PARCEL

OYSTER MODULE SUBMERGED LAND
EASEMENT SPECIAL PURPOSE SURVEY



SKETCH OF DESCRIPTION
NOT A FIELD SURVEY.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N43°25'11"W	10.00'
L2	N46°34'40"E	11.35'
L3	N24°33'38"E	24.47'
L4	N16°48'16"E	80.80'
L5	N09°30'08"E	89.64'
L6	S80°29'52"E	10.00'
L7	S09°30'08"W	90.27'
L8	S16°48'16"W	82.12'
L9	S24°33'38"W	27.09'
L10	S46°34'40"W	13.30'



POC
INTERSECTION OF
N. R/W OF SR 516
& W. R/W OF
RIVERSIDE PLACE
N. 1365372.7879
E. 792850.3826

SECTION 36
TOWNSHIP 27 SOUTH
RANGE 37 EAST
BREVARD COUNTY,
FLORIDA

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LOCATION: EASTMINSTER PRESBYTERIAN CHURCH, INDIALANTIC, FL 32903
ADDRESS: 106 N. RIVERSIDE DR. INDIALANTIC, FL 32903

PARCEL: 27-37-36-00-750
ACCOUNT: 2730361

SHEET 4 OF 6. NOT VALID WITHOUT SHEETS 1 THROUGH 6

DRAWN BY: JTH | CHD. BY: CB | PROJECT: 2016-102 EASTMINSTER.DWG

CERTIFICATION

I HEREBY CERTIFY THAT THIS SPECIAL PURPOSE SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 6J-17.052(2), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

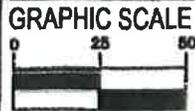
CHRISTOPHER S. BOWERS P.S.M.
FLA. CERT. NO. 5990

SIGNING DATE: 7/20/2017

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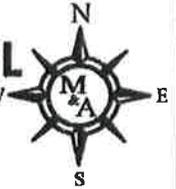


(IN FEET)
1 Inch = 50 Feet

PROJECT BENCHMARK
SEE SHEET 3 OF 6

EASTMINSTER PARCEL

OYSTER MODULE SUBMERGED LAND
EASEMENT SPECIAL PURPOSE SURVEY
OYSTER MODULE GEOMETRY PLAN



NOT A FIELD SURVEY.

OYSTER MODULE GEOMETRY NOTES:

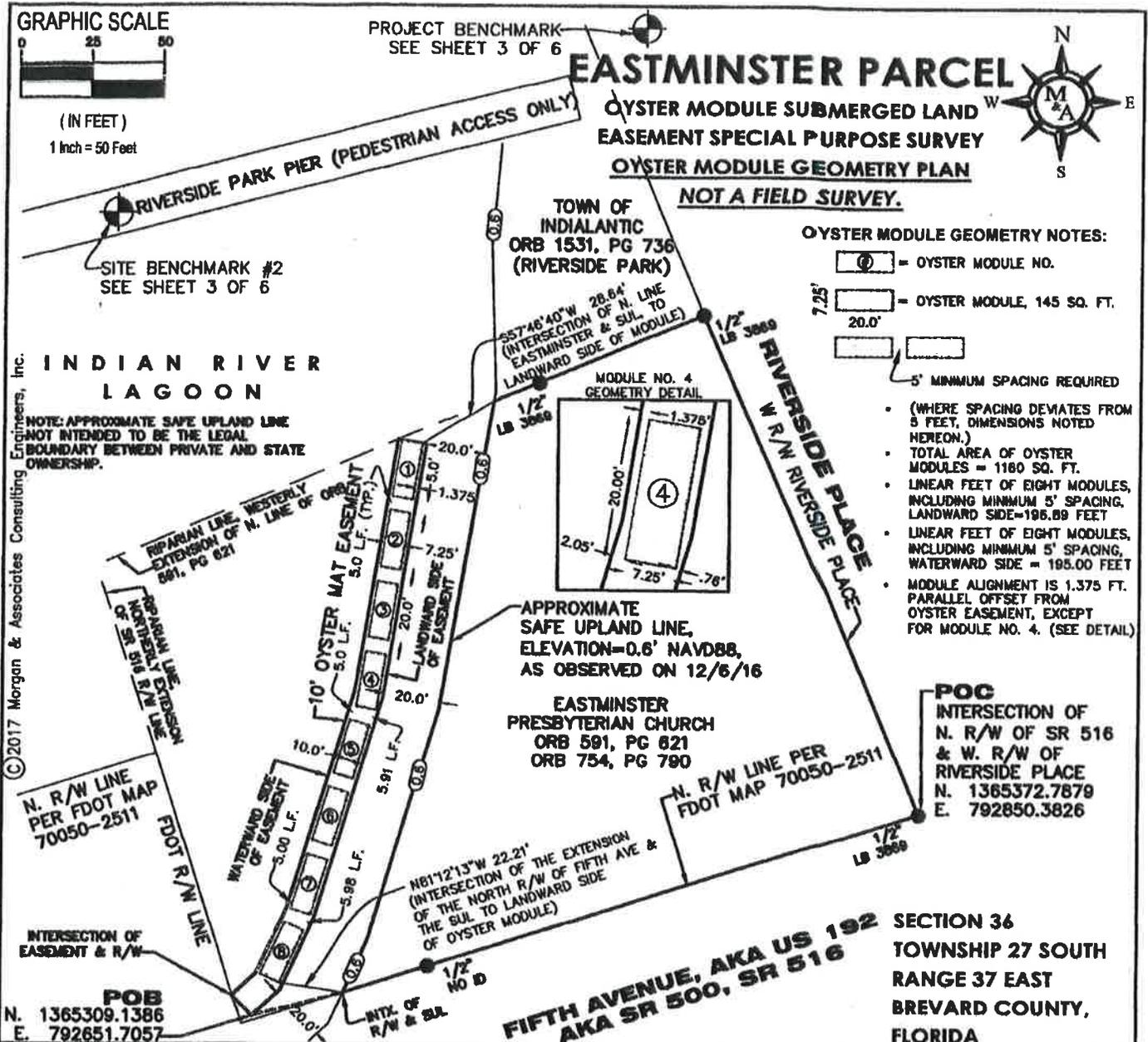
- = OYSTER MODULE NO.
- = OYSTER MODULE, 145 SQ. FT.

- 5' MINIMUM SPACING REQUIRED
- (WHERE SPACING DEVIATES FROM 5 FEET, DIMENSIONS NOTED HEREON.)
- TOTAL AREA OF OYSTER MODULES = 1180 SQ. FT.
- LINEAR FEET OF EIGHT MODULES, INCLUDING MINIMUM 5' SPACING, LANDWARD SIDE = 196.89 FEET
- LINEAR FEET OF EIGHT MODULES, INCLUDING MINIMUM 5' SPACING, WATERWARD SIDE = 195.00 FEET
- MODULE ALIGNMENT IS 1.375 FT. PARALLEL OFFSET FROM OYSTER EASEMENT, EXCEPT FOR MODULE NO. 4. (SEE DETAIL.)

INDIAN RIVER LAGOON

NOTE: APPROXIMATE SAFE UPLAND LINE NOT INTENDED TO BE THE LEGAL BOUNDARY BETWEEN PRIVATE AND STATE OWNERSHIP.

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POB
N. 1365309.1386
E. 792851.7057

SECTION 36
TOWNSHIP 27 SOUTH
RANGE 37 EAST
BREVARD COUNTY,
FLORIDA

PREPARED FOR AND CERTIFIED TO:

- EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA, INC.
- THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (FDEP).



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LOCATION: EASTMINSTER PRESBYTERIAN CHURCH, INDIALANTIC, FL 32903

ADDRESS: 106 N. RIVERSIDE DR. INDIALANTIC, FL 32903

PARCEL: 27-37-36-00-750

ACCOUNT: 2730361

SHEET 5 OF 6. NOT VALID WITHOUT SHEETS 1 THROUGH 6

DRAWN BY: JTH CHD.BY: CB PROJECT: 2016-102 EASTMINSTER.DWG

CERTIFICATION

I HEREBY CERTIFY THAT THIS SPECIAL PURPOSE SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 6J-17.062(2), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

CHRISTOPHER S. BOWERS P.S.M.
FLA. CERT. NO. 5990

SIGNING DATE: 7/20/2017

MORGAN & Associates
Consulting Engineers, Inc.

304 N Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040

EASTMINSTER PARCEL

OYSTER MODULE SUBMERGED LAND EASEMENT SPECIAL PURPOSE SURVEY
BREVARD COUNTY, FLORIDA
SECTION 36, TOWNSHIP 27 SOUTH, RANGE 37 EAST

LEGAL DESCRIPTION: (PREPARED BY SURVEYOR)

A SUBMERGED PARCEL OF SOVEREIGN LANDS BEING A PART OF THE INDIAN RIVER LAGOON WHICH LIES ADJACENT TO AND COINCIDENT WITH OFFICIAL RECORDS BOOK 591, PAGE 621 & OFFICIAL RECORDS BOOK 754, PAGE 790, ALL SAID RECORDS BEING OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; SAID SUBJECT PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY OF STATE ROAD 516 WITH THE WEST RIGHT OF WAY OF RIVERSIDE PLACE, AND RUN S72° 14' 11"W, ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 208.62 FEET, TO THE INTERSECTION OF SAID NORTH RIGHT OF WAY WITH THE SAFE UPLAND LINE AS MAPPED ADJACENT TO OFFICIAL RECORDS BOOK 754, PAGE 790, THENCE DEPARTING SAID NORTH RIGHT OF WAY, AND ENTERING SAID SOVEREIGN LANDS OF THE INDIAN RIVER LAGOON, RUN S74° 58' 53"W, A DISTANCE OF 32.42 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT:

THENCE N43° 25' 11"W, A DISTANCE OF 10.00 FEET TO THE WATERWARD SIDE OF SAID EASEMENT; SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY OF STATE ROAD 516;
 THENCE N46° 34' 49"E, A DISTANCE OF 11.35 FEET;
 THENCE N24° 33' 38"E, A DISTANCE OF 24.47 FEET;
 THENCE N16° 48' 16"E, A DISTANCE OF 80.80 FEET;
 THENCE N09° 30' 08"E, A DISTANCE OF 89.64 FEET TO THE INTERSECTION OF THE WATERWARD SIDE OF SAID EASEMENT WITH THE NORTH RIPARIAN LINE OF THE EASTMINSTER PARCEL;
 THENCE S80° 29' 52"E, A DISTANCE OF 10.00 FEET TO THE LANDWARD SIDE OF SAID EASEMENT;
 THENCE S09° 30' 08"W, A DISTANCE OF 90.27 FEET;
 THENCE S16° 48' 16"W, A DISTANCE OF 82.12 FEET;
 THENCE S24° 33' 38"W, A DISTANCE OF 27.09 FEET;
 THENCE S46° 34' 49"W, A DISTANCE OF 13.30 FEET, TO THE POINT OF BEGINNING.

CONTAINING: 2095.17 SQUARE FEET OF SUBMERGED LAND, OR 0.048 ACRES.

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PREPARED FOR AND CERTIFIED TO: 1) EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA, INC.	 BREVARD ZOO	PURPOSE: THE PURPOSE OF THIS SPECIAL PURPOSE SURVEY IS TO PROVIDE THE LOCATION OF THE PROPOSED SUBMERGED LAND EASEMENT, ITS EXISTING IMPROVEMENTS, AND LEGAL DESCRIPTION. LOCATION: EASTMINSTER PRESBYTERIAN CHURCH, INDIALANTIC, FL 32903 ADDRESS: 106 N. RIVERSIDE DR. INDIALANTIC, FL 32903
2) THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (FDEP).		PARCEL: 27-37-36-00-750 ACCOUNT: 2730361
SHEET 6 OF 6. NOT VALID WITHOUT SHEETS 1 THROUGH 6		
DRAWN BY: JTH CHD.BY: CB PROJECT: 2016-102 EASTMINSTER.DWG		
CERTIFICATION I HEREBY CERTIFY THAT THIS SPECIAL PURPOSE SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 6J-17.052(2), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.		 MORGAN & Associates Consulting Engineers, Inc. 504 N Harbor City Blvd. Melbourne, FL 32935 Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040
SIGNING DATE: 7/20/2017		CHRISTOPHER S. BOWERS P.S.M. FLA. CERT. NO. 6990

The Living Shoreline Demonstration Site project will showcase living shoreline designs on three adjacent parcels in Indialantic with current shoreline conditions representative of many parcels throughout Brevard County (e.g. natural shoreline, armored shoreline - rock revetment, and armored shoreline - seawall). Designs will incorporate a combination of oyster reefs, salt marsh grasses, or mangroves to demonstrate specific "living shoreline" options suitable for these three shoreline conditions to local waterfront property owners. Ultimately, the project's design concepts will show local citizens a variety of in-water and shoreline stabilization techniques that also provide an ecological benefit, becoming a prototype for future living shoreline projects within Brevard County.

The Eastminster Living Shoreline will consist of planted native vegetation along the shore and an in-water oyster reef breakwater installed at a vacant parcel of land located to the south of the observation pier at Riverside Park and north of US 192. The parcel is owned by the Eastminster Presbyterian Church of Indialantic.

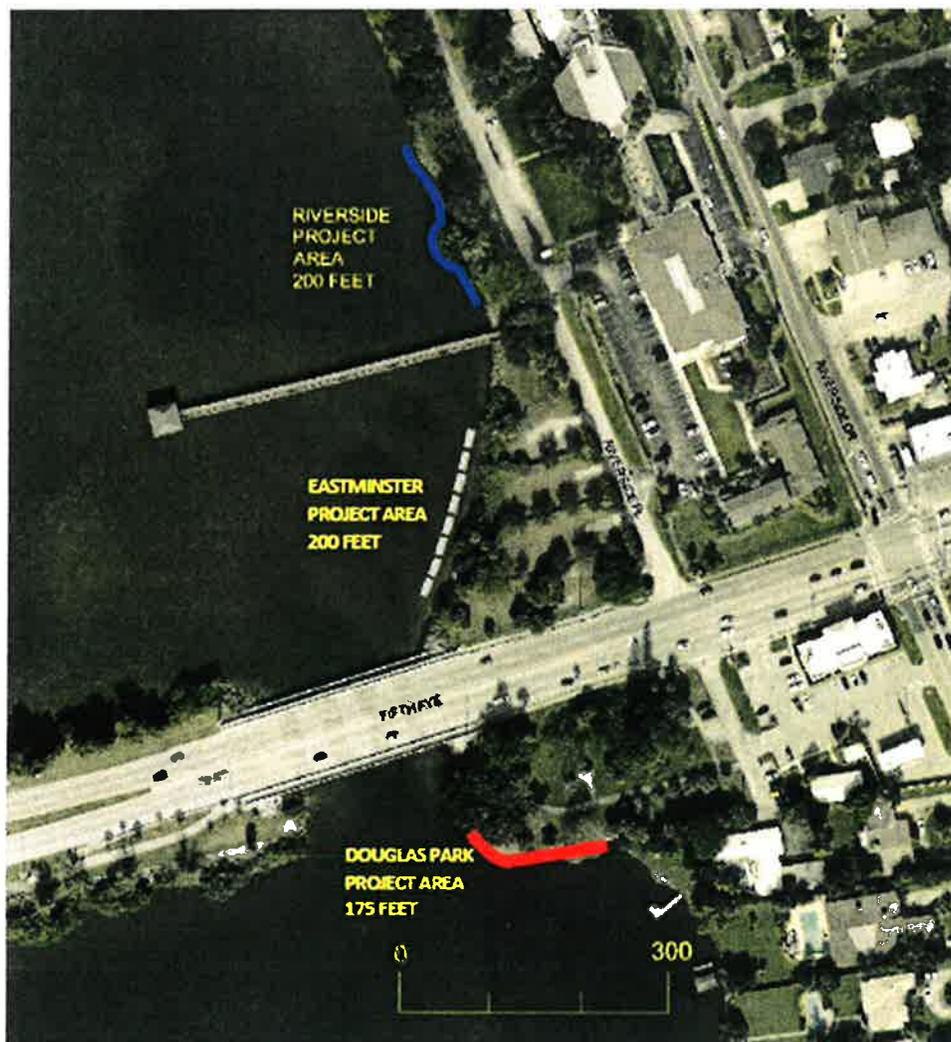


Figure 1. Living Shoreline Demonstration Site Project Map