

Meeting Date  
**December 19, 2017**



AGENDA	
Section	Consent
Item No.	<b>II.A.3</b>

**AGENDA REPORT**  
**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

<b>SUBJECT:</b>	Approval Re: Hall Road Conservation Easement, Resolution, and Affidavit of Ownership in favor of the St. Johns River Water Management - District 1 and 2. (Fiscal Impact: \$8,075.00 Parks & Recreation Department)
<b>DEPT/OFFICE:</b>	Public Works Department / Land Acquisition Section / Parks and Recreation Department

**Requested Action:**

It is requested that the Board of County Commissioners approve and authorize the Chairman to execute the Conservation Easement, Resolution, and Affidavit of Ownership for conveyance to the St. Johns River Water Management District (SJRWMD).

**Summary Explanation & Background:**

The subject (mitigation) property is located in Section 36, Township 23 South, Range 36 East.

On June 26, 2013, the County acquired a parcel of land to expand parking for the existing, County-owned, Scottsmoor Community Center. Paving for the additional parking had a negative environmental impact to an area of wetlands located on the site. The SJRWMD requires the County to offset and mitigate for the impacts, which included loss of wetlands and native vegetation.

The Brevard County Environmentally Endangered Lands Program (EEL) purchased an 89± Acre parcel on February 8, 2008, for preservation. The land is located on Hall Road in Merritt Island and lies within the same qualifying mitigation basin as the impacted Scottsmoor property.

To offset and mitigate the negative impact, the County will be able to use a portion of the Hall Road property (Kabboord Nature Sanctuary) for mitigation. As the managing entity for the property, the EEL program will receive a one-time management fee in the amount of \$8,075.00 from the Parks and Recreation Department for the long-term management of the site to begin after a 5-year monitoring and maintenance period is complete.

The property has been found favorable for mediation, restoration, and maintenance of a natural habitat by the SJRWMD. The amount of area required by SJRWMD to be covered by the Conservation Easement is 16.15 Acres.

The County desires to comply with the requirements of the SJRWMD to restore the selected mitigation property to its natural pristine condition, to preserve the property in perpetuity, and to prevent any use of the property that will impair or interfere with the properties environmental value.

**Fiscal impact: FY 2017-2018: \$8,075.00 Parks & Recreation Department**  
**Funding Account: North Area Referendum-Scottsmoor Project 3140/332010**  
**FY 2018-2019: No impact**

**Clerk to the Board Instructions:** Return executed Conservation Easement, Resolution, and Affidavit of Ownership to the Department

**Exhibits Attached:** Original Conservation Easement, Resolution, Affidavit of Ownership, Location Map, Property Fact Sheet

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

County Manager Frank Abbate <i>FAC</i>	Assistant County Manager John P. Denninghoff <i>JPD</i>	Department Director / Extension Andrew J. Holmes, PE / 57202 <i>AJH</i>
	Interim Assistant County Manager Jim Liesenfelt <i>JL</i>	Mary Ellen Donner / 52046 <i>Mary Ellen Donner</i>



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

December 20, 2017

**M E M O R A N D U M**

**TO:** Andrew Holmes, Public Works Director

**RE:** Item II.A.3., Resolution, Conservation Easement, and Affidavit of Ownership in favor of St. Johns River Water Management District for Hall Road

The Board of County Commissioners, in regular session on December 19, 2017, adopted Resolution No. 17-254, executed Conservation Easement, and executed Affidavit of Ownership in favor of St. Johns River Water Management District for Hall Road. Enclosed are a fully-executed Resolution and fully-executed Conservation Easement and Affidavit of Ownership.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

A handwritten signature in cursive script that reads "Tammy Rowe".

Tammy Rowe, Deputy Clerk

Encls. (3)

cc: Parks and Recreation Director  
Contracts Administration  
Asset Management  
Finance  
Budget

RESOLUTION NO. 17- 254

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

WHEREAS, Brevard County, Florida, a political subdivision of the State of Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, hereafter known as County, owns certain real property described in Exhibit "A" attached to and made a part of this Resolution, and

WHEREAS, ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, State of Florida, hereinafter known as the District, as a condition of their permit for the Scottsmoor Community Center, and

WHEREAS, Grantor desires to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions and preserve the Property in its natural condition in perpetuity;

WHEREAS, the COUNTY has agreed to assume responsibility for design, management, plans and monitoring as necessary for restoration and preservation of the wetlands;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Brevard County, Florida, that;

The County hereby agrees to convey a Conservation Easement in perpetuity to the District as a condition of permit #145145-1 issued by Grantee for the Scottsmoor Community Center Mitigation area.

DONE ORDERED AND ADOPTED this 19 day of Dec., 2017.

ATTEST:

  
By: Scott Ellis, Clerk

BREVARD COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

By:   
Rita Pritchett, Chair  
Brevard County Board of County  
Commissioners

Approved by Board December 19, 2017

As approved by the Board on 12/19/17  
Item # II.A.3

Prepared by: Blaise M. Mancini, Land Acquisition Specialist  
Brevard County Public Works Department, Land Acquisition Section  
2725 Judge Fran Jamieson Way, Building A-#204, Viera, Florida 32940  
Being a portion of interest in Tax Parcel ID#'s 23-36-36-00-255 &  
23-36-36-00-504

Return recorded original to:  
Office of General Counsel  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, FL 32177-2529

### **CONSERVATION EASEMENT**

THIS CONSERVATION EASEMENT is made this 19 day of December,  
2017 by Brevard County having an address at 2725 Judge Fran Jamieson Way, Viera,  
FL 32940 ("Grantor"), in favor of the ST. JOHNS RIVER WATER MANAGEMENT  
DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing  
address at 4049 Reid Street, Palatka, Florida 32177 ("Grantee").

#### WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in Brevard  
County, Florida, more particularly described in Exhibit "A" and Exhibit "B" attached  
hereto and incorporated by this reference (the "Property");

WHEREAS, Grantor grants this conservation easement as a condition of permit  
# 145145-1 issued by Grantee, solely to off-set adverse impacts to natural resources,  
fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in  
perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants,  
terms, conditions and restrictions contained herein, and pursuant to the provisions of

section 704.06, Florida Statutes (2016), Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing and except as otherwise authorized by the Permit, the following activities and uses are expressly prohibited:

(a) Constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground except that trail roads may be maintained to their pre-existing condition. Authorized maintenance activities shall be limited to (i) removal of dead vegetation; (ii) necessary pruning and removal of hazardous trees and plants; (iii) the application of permeable materials necessary to impede erosion (e.g. sand, gravel, crushed stone); (iv) replacement of culverts; (v) grading of trail roads; (vi) maintenance of upland cut roadside ditches; (vii) controlled burning and fire line maintenance that is conducted in accordance with plans approved in writing by Grantee; (viii) maintenance or improvement of upland areas for scrub jay habitat preservation pursuant to the Environmentally Endangered Land Program Sanctuary Management Manual adopted by the Board of County Commissioners on

September 23, 1997; and (ix) any additional maintenance activities specifically described and approved in writing by Grantee.

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

(c) Removing or destroying trees, shrubs, or other vegetation except exotic and nuisance plant species identified in the Florida Exotic Pest Plant Council's Most Recent or Current List of Invasive Species. In addition, Grantor and its successors and assigns may undertake the following maintenance activities: (i) removal of dead vegetation; (ii) necessary pruning and removal of hazardous trees and plants; (iii) controlled burning and fire line maintenance that is conducted in accordance with plans approved in writing by Grantee; (iv) maintenance or improvement of upland areas for scrub jay habitat preservation pursuant to the Environmentally Endangered Land Program Sanctuary Management Manual adopted by the Board of County Commissioners on September 23, 1997; and (v) any additional maintenance activities specifically described and approved in writing by Grantee.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein, including, but not limited to, management activities to enhance the ecological value of the land that are conducted in accordance with plans approved in writing by Grantee, such as controlled burning and fire line maintenance where wetland soil disturbance will not occur. The Grantor reserves unto itself, and its successors and assigns, the right to manage and to allow public access to the Property as a Category 3 Site as defined in the Environmentally Endangered Land Program Sanctuary Management Manual adopted by the Board of County Commissioners on September 23, 1997.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of

the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property, however nothing herein is intended to waive Grantor's sovereign immunity. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any

necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

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

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

10. Amendment. This Conservation Easement may be amended by mutual written agreement of the parties so long as such amendment does not violate the terms of section 704.06, Florida Statutes.

11. Termination. If the fee simple interest in the Property is conveyed to the Board of Trustees of the Internal Improvement Trust Fund, this Conservation Easement shall terminate.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Attest:

By:

  
\_\_\_\_\_  
Scott Ellis, Clerk of the Court



As to the County:  
**Brevard County Board of County  
Commissioners**

By:

  
\_\_\_\_\_  
Rita Pritchett, Chair  
Brevard County Board of County  
Commissioners

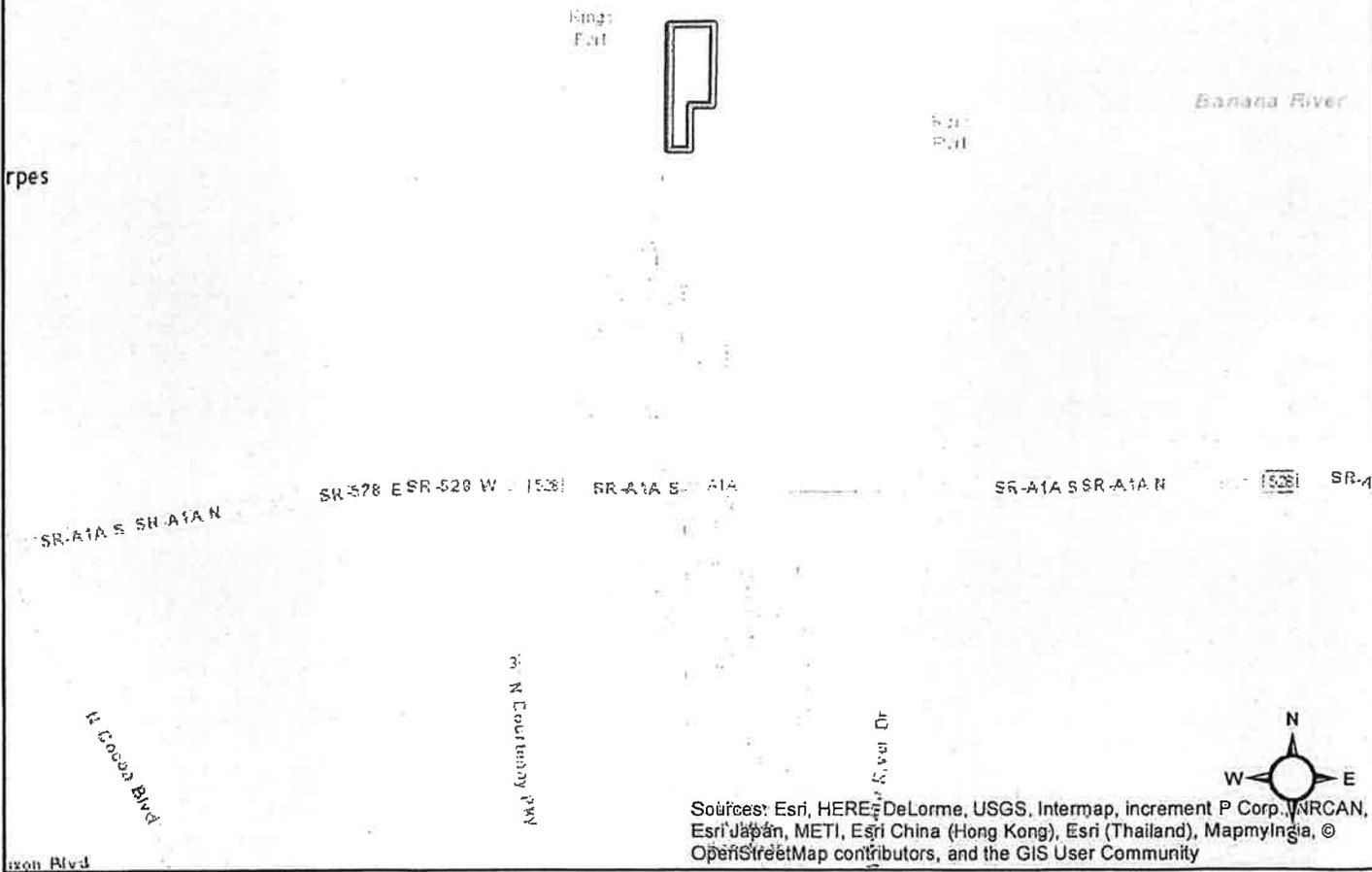
Approved by Board December 19, 2017

As Approved by the Board on: 12/19/17

Agenda Item # II.A.3

 Project Boundary

EXHIBIT "A"  
LOCATION MAP 1 OF 2



**Project: Scottsmoor Community Center**

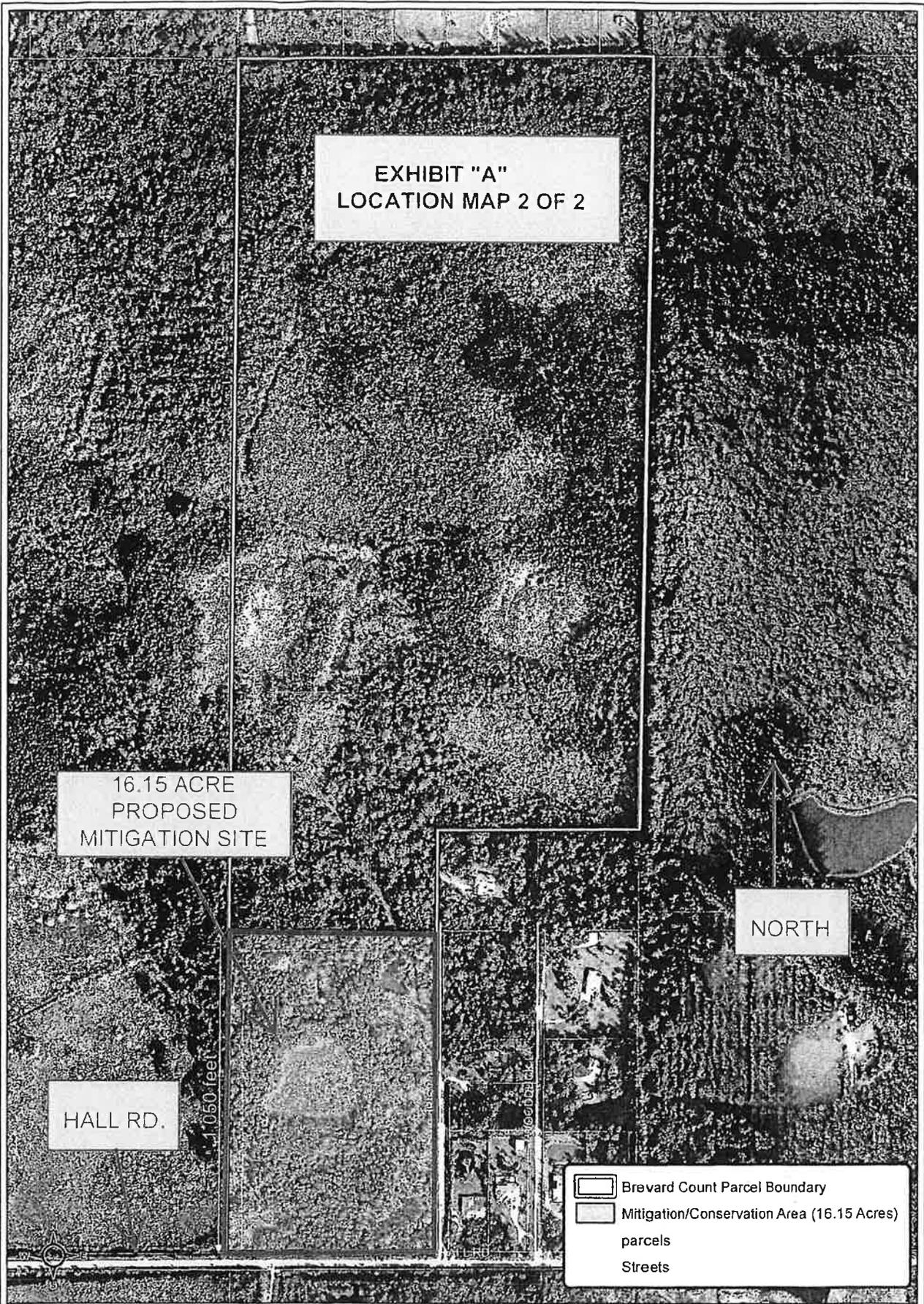
**Figure 6: Mitigation Location Map**



Brevard County, Florida

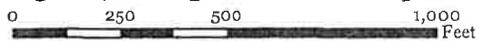


AES Proj #: 14142



**Project: Scottsmoor CC Mitigation Site**

**Figure 7: Mitigation Aerial Map**



2015 Aerial, Brevard County, Florida



AES Proj #: 14142

# LEGAL DESCRIPTION

PARCEL 801

SECTION 36, TOWNSHIP 23 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 23-36-36-00-255 & 23-36-36-00-504

PURPOSE: CONSERVATION EASEMENT

EXHIBIT "B"

1 of 3

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

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

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 7477 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING LOCATED WITHIN THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER; THENCE SOUTH 89°44'38" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER FOR A DISTANCE OF 660.05 TO A POINT ON THE EAST LINE OF SAID DESCRIBED LANDS; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°28'34" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 89° 44' 38" WEST ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE SOUTHWEST ONE-QUARTER FOR A DISTANCE OF 664.62 FEET TO A POINT ON THE WEST LINE OF SAID EAST ONE-HALF; THENCE NORTH 00° 20' 58" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 1056.69 FEET; THENCE NORTH 89° 44' 38" EAST FOR A DISTANCE OF 666.96 FEET TO A POINT ON THE EAST LINE OF SAID DESCRIBED LANDS; THENCE SOUTH 00° 28' 34" WEST FOR A DISTANCE OF 1056.72 FEET TO THE POINT OF BEGINNING, CONTAINING 16.15 ACRES (703,494 SQUARE FEET) MORE OR LESS.

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

**SURVEYORS NOTES:**

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36, TOWNSHIP 23 SOUTH, RANGE 36 EAST AS BEING SOUTH 89°44'38" WEST, AN ASSUMED BEARING.
3. METES AND BOUNDS DESCRIPTION OF THE ALIQUOT PART DESCRIPTION BASED ON THE SECTIONAL BREAKDOWN OF SAID SECTION 36 AS SHOWN ON THE BOUNDARY SURVEY PREPARED BY DRMP, INC., FOR BREVARD COUNTY, PROJECT NO. 06-0103.002, DATED AUGUST 2007.
4. NO DEED OR PLAT WAS FOUND THAT DEDICATES OR SPECIFICALLY DESCRIBES THE RIGHT OF WAY OF HALL ROAD ADJACENT TO THE PARENT PARCELS. OFFICIAL RECORDS BOOK 5844, PAGE 7477 EXCLUDES THE RIGHT OF WAY FOR HALL ROAD BUT WITH NO SPECIFIC WIDTH OR DIMENSION.
5. THIS SKETCH AND DESCRIPTION WAS PREPARED WITH BENEFIT OF ALTA OWNER'S POLICY BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, AGENT'S FILE NO. 20693, OWNER'S POLICY NO. A02-1235641. WITH RESPECT TO EXCEPTIONS FROM COVERAGE AS LISTED:
  - a. ITEMS 1 THROUGH 5 DELETED BY SAID TITLE POLICY;
  - b. ITEM 6: NOT APPLICABLE;
  - c. ITEM 7: DEED BOOK 262, PAGE 74 DOES NOT AFFECT THE SUBJECT EASEMENT;
  - d. ITEM 8: THE 25 SQUARE OVERLAP AS SHOWN ON SAID DRMP BOUNDARY SURVEY DOES NOT AFFECT THE SUBJECT EASEMENT;
  - e. ITEM 9: THE 15.0' DRAINAGE DITCH AS SHOWN ON SAID DRMP BOUNDARY SURVEY DOES NOT AFFECT THE SUBJECT EASEMENT;
  - f. ITEM 10: THE 4' BARBED WIRE FENCE AS SHOWN ON SAID DRMP BOUNDARY SURVEY DOES NOT AFFECT THE SUBJECT EASEMENT.

PREPARED FOR AND CERTIFIED TO:  
 BREVARD COUNTY FACILITIES, CENTRAL SERVICES;  
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870  
 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, VIERA, FLORIDA 32940  
 PHONE: (321) 633-2080



DRAWN BY: R. HENNING	CHECKED BY: M. J. SWEENEY	PROJECT NO. 16-04-044		SECTION 36 TOWNSHIP 23 SOUTH RANGE 36 EAST			
DATE: MAY 25, 2016	SHEET: 1 OF 2	REVISIONS	<table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>6/14/16</td> <td>ADD AND ADDRESS TITLE OPINION</td> </tr> </tbody> </table>		DATE	DESCRIPTION	6/14/16
DATE	DESCRIPTION						
6/14/16	ADD AND ADDRESS TITLE OPINION						

# SKETCH OF DESCRIPTION

PARCEL 801

SECTION 36, TOWNSHIP 23 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 23-36-36-00-255 & 23-36-36-00-504  
 PURPOSE: CONSERVATION EASEMENT



Exhibit "B"  
 Sheet 2 of 3

SHEET 2 OF 2  
 NOT VALID WITHOUT SHEET 1 OF 2

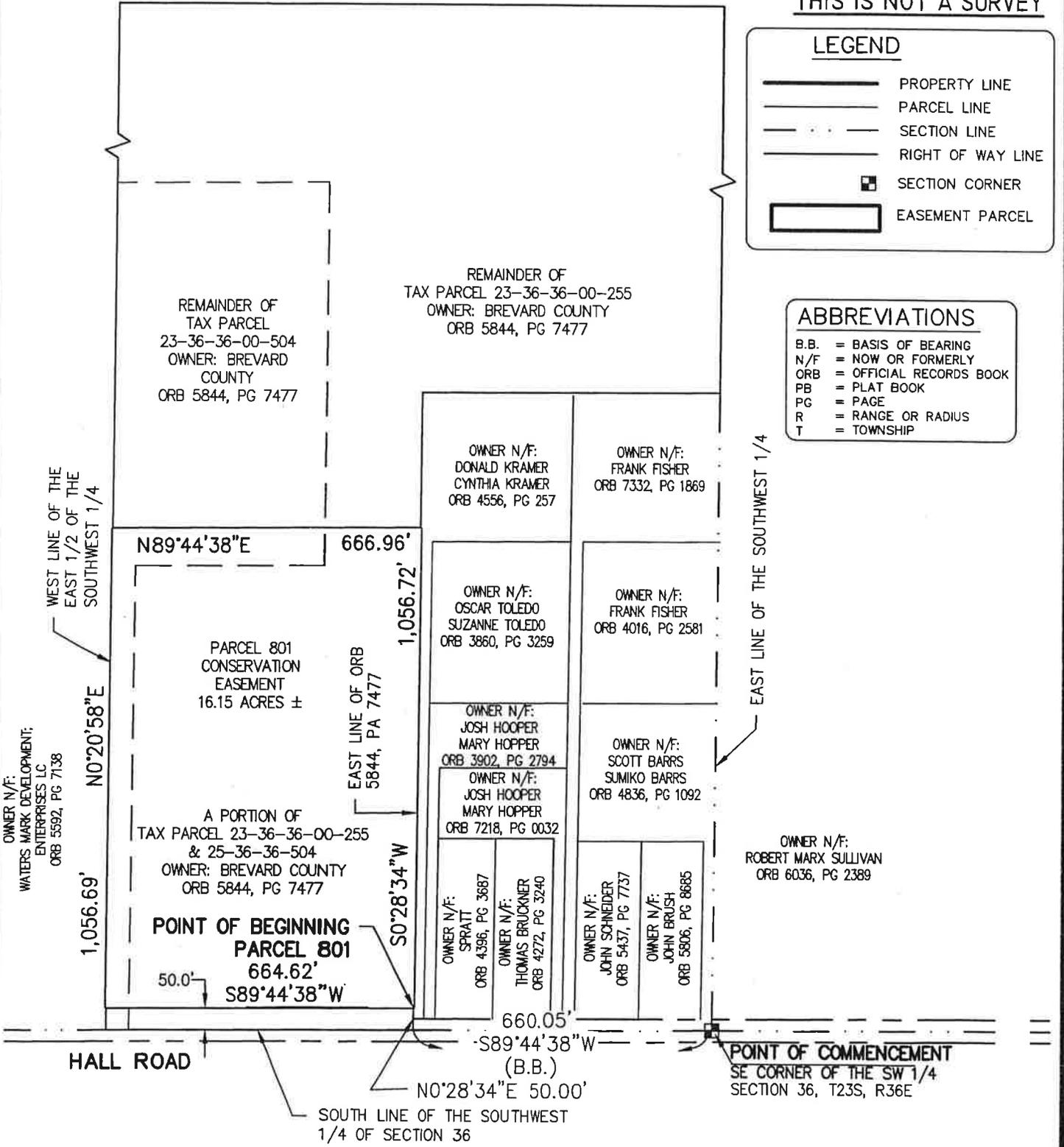
**THIS IS NOT A SURVEY**

**LEGEND**

- PROPERTY LINE
- PARCEL LINE
- SECTION LINE
- RIGHT OF WAY LINE
- SECTION CORNER
- EASEMENT PARCEL

**ABBREVIATIONS**

- B.B. = BASIS OF BEARING
- N/F = NOW OR FORMERLY
- ORB = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE
- R = RANGE OR RADIUS
- T = TOWNSHIP



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"=300'  
 PROJECT NO.:  
 16-04-044

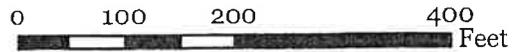
SECTION 36  
 TOWNSHIP 23 SOUTH  
 RANGE 36 EAST

-  Mitigation Area (16.15 Acres)
-  500. Borrow Pond - Excluded from mitigation area acreage (0.21 Acres)
-  617. Mixed Wetland Hardwoods - 20% Exotic Coverage (7.74 Acres)
-  617. Mixed Wetland Hardwoods - 60% Exotic Coverage (2.29 Acres)
-  619. Exotic Wetland Hardwoods - 90% Exotic Coverage (2.97 Acres)
-  641. Freshwater Marsh - <1% Exotic Coverage (1.69 Acres)
-  641. Freshwater Marsh - 20% Exotic Coverage (0.55 Acres)
-  642. Saltwater Marsh - 10% Exotic Coverage (0.70 Acres)



**Project: Scottsmoor CC Mitigation Site**

**Figure 8: Mitigation Existing Land Use Map**



2014 Aerial, Brevard County, Florida



AES Proj #: 14142

# LEGAL DESCRIPTION

## EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

### PARCEL 801

SECTION 36, TOWNSHIP 23 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 23-36-36-00-255 & 23-36-36-00-504

PURPOSE: CONSERVATION EASEMENT

### LEGAL DESCRIPTION: PARCEL 801, CONSERVATION EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 7477 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING LOCATED WITHIN THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER; THENCE SOUTH 89°44'38" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER FOR A DISTANCE OF 660.05 TO A POINT ON THE EAST LINE OF SAID DESCRIBED LANDS; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°28'34" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 89° 44' 38" WEST ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE SOUTHWEST ONE-QUARTER FOR A DISTANCE OF 664.62 FEET TO A POINT ON THE WEST LINE OF SAID EAST ONE-HALF; THENCE NORTH 00° 20' 58" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 1056.69 FEET; THENCE NORTH 89° 44' 38" EAST FOR A DISTANCE OF 666.96 FEET TO A POINT ON THE EAST LINE OF SAID DESCRIBED LANDS; THENCE SOUTH 00° 28' 34" WEST FOR A DISTANCE OF 1056.72 FEET TO THE POINT OF BEGINNING, CONTAINING 16.15 ACRES (703,494 SQUARE FEET) MORE OR LESS.

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

### SURVEYORS NOTES:

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36, TOWNSHIP 23 SOUTH, RANGE 36 EAST AS BEING SOUTH 89°44'38" WEST, AN ASSUMED BEARING.
3. METES AND BOUNDS DESCRIPTION OF THE ALIQUOT PART DESCRIPTION BASED ON THE SECTIONAL BREAKDOWN OF SAID SECTION 36 AS SHOWN ON THE BOUNDARY SURVEY PREPARED BY DRMP, INC., FOR BREVARD COUNTY, PROJECT NO. 06-0103.002, DATED AUGUST 2007.
4. NO DEED OR PLAT WAS FOUND THAT DEDICATES OR SPECIFICALLY DESCRIBES THE RIGHT OF WAY OF HALL ROAD ADJACENT TO THE PARENT PARCELS. OFFICIAL RECORDS BOOK 5844, PAGE 7477 EXCLUDES THE RIGHT OF WAY FOR HALL ROAD BUT WITH NO SPECIFIC WIDTH OR DIMENSION.
5. THIS SKETCH AND DESCRIPTION WAS PREPARED WITH BENEFIT OF ALTA OWNER'S POLICY BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, AGENT'S FILE NO. 20693, OWNER'S POLICY NO. A02-1235641. WITH RESPECT TO EXCEPTIONS FROM COVERAGE AS LISTED:
  - a. ITEMS 1 THROUGH 5 DELETED BY SAID TITLE POLICY;
  - b. ITEM 6: NOT APPLICABLE;
  - c. ITEM 7: DEED BOOK 262, PAGE 74 DOES NOT AFFECT THE SUBJECT EASEMENT;
  - d. ITEM 8: THE 25 SQUARE OVERLAP AS SHOWN ON SAID DRMP BOUNDARY SURVEY DOES NOT AFFECT THE SUBJECT EASEMENT;
  - e. ITEM 9: THE 15.0' DRAINAGE DITCH AS SHOWN ON SAID DRMP BOUNDARY SURVEY DOES NOT AFFECT THE SUBJECT EASEMENT;
  - f. ITEM 10: THE 4' BARBED WIRE FENCE AS SHOWN ON SAID DRMP BOUNDARY SURVEY DOES NOT AFFECT THE SUBJECT EASEMENT.

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY FACILITIES, CENTRAL SERVICES;  
BREVARD COUNTY BOARD OF COUNTY COMMISSSIONERS

  
MICHAEL J. SWEENEY, PSM 4870  
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, VIERA, FLORIDA 32940  
PHONE: (321) 633-2080



DRAWN BY: R. HENNING	CHECKED BY: M. J. SWEENEY	PROJECT NO. 16-04-044		SECTION 36
		REVISIONS	DATE	
DATE: MAY 25, 2016	SHEET: 1 OF 2		6/14/16	ADD AND ADDRESS TITLE OPINION
				TOWNSHIP 23 SOUTH RANGE 36 EAST

# SKETCH OF DESCRIPTION

PARCEL 801

SECTION 36, TOWNSHIP 23 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 23-36-36-00-255 & 23-36-36-00-504

PURPOSE: CONSERVATION EASEMENT



EXHIBIT "A"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

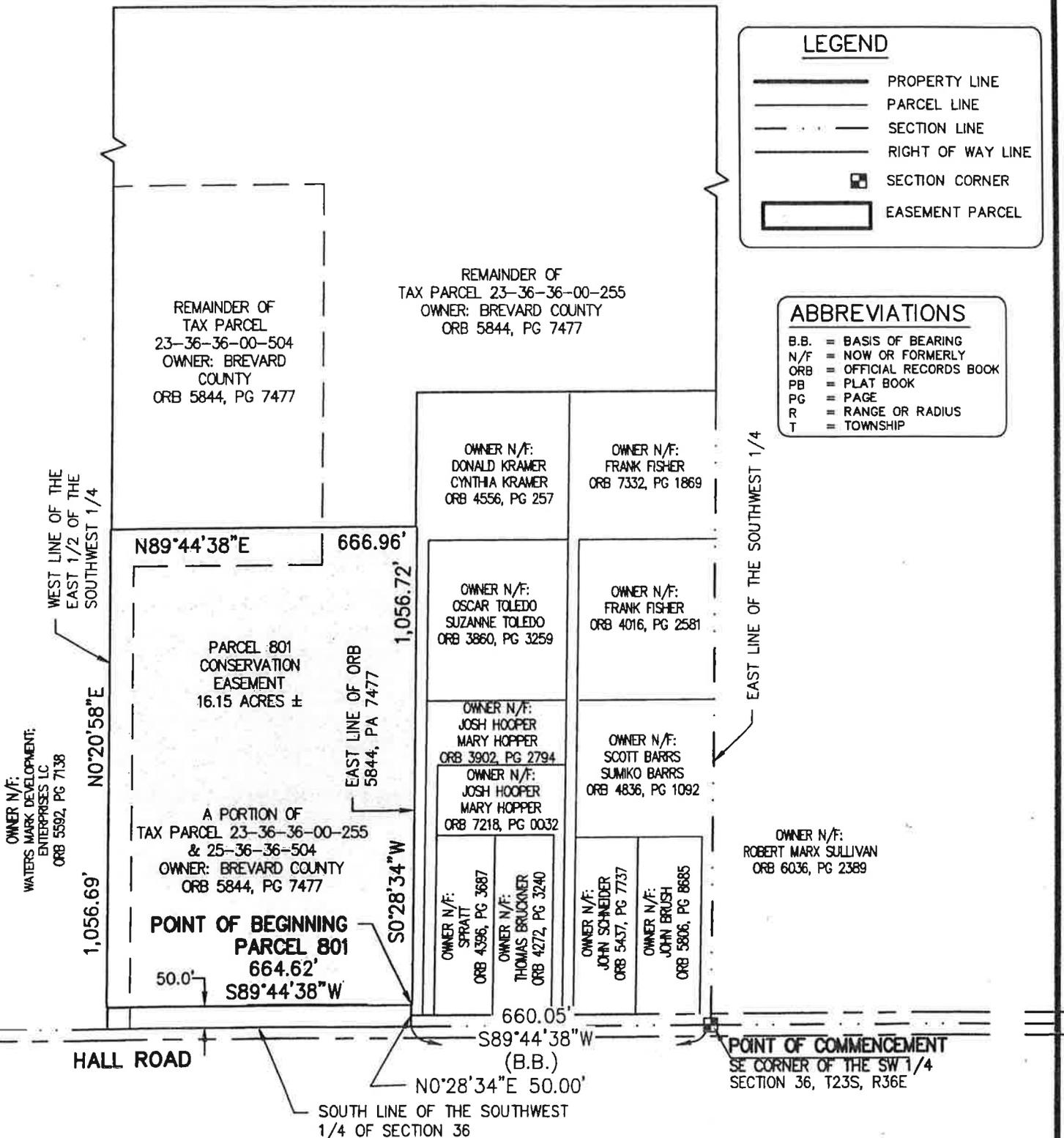
THIS IS NOT A SURVEY

## LEGEND

- PROPERTY LINE
- PARCEL LINE
- SECTION LINE
- RIGHT OF WAY LINE
- SECTION CORNER
- EASEMENT PARCEL

## ABBREVIATIONS

- B.B. = BASIS OF BEARING
- N/F = NOW OR FORMERLY
- ORB = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE
- R = RANGE OR RADIUS
- T = TOWNSHIP



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" = 300'  
 PROJECT NO.: 16-04-044

SECTION 36  
 TOWNSHIP 23 SOUTH  
 RANGE 36 EAST

## OWNERS' AFFIDAVIT

### BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

**BREVARD COUNTY** ("Affiant"), being first duly sworn, deposes and says that Affiant on behalf of Grantor (as hereinafter defined) makes these representations to the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT** (the DISTRICT and the GRANTEE), to induce the DISTRICT to issue Permit No. 145145, and to accept a conservation easement in that certain real property described below. Affiant further states that:

1. The Affiant is the CHAIRMAN of THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, ("Grantor") and in such capacity has personal knowledge of the matters set forth herein, and he has been authorized by the Grantor to make this Affidavit on Grantor's behalf.
2. Grantor is the sole owner in fee simple and now in possession of the real property together with the improvements located thereon described as follows:

See Exhibit "A" attached hereto and by this reference  
made a part hereof (hereinafter the "Property").
3. The Property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for easements, restrictions, or other title matters listed in the schedule of exceptions in the title information provided to the District for the property subject to this conservation easement in the Property to be received by Grantee in this transaction.
4. There are no matters pending against the Grantor that could give rise to a lien that would attach to the Property or cause a loss of title or impair the title, and the Grantor has not and will not execute any instrument that would adversely affect the interest to be insured.
5. Grantor has undisputed possession of the Property, there is no other person or entity in possession or who has any possessory right in the Property; and Grantor knows of no defects in the fee simple title to the Property, other than items shown in the list of exceptions in the title information described in Paragraph 3.
6. No "Notice of Commencement" has been recorded which pertains to the Property since the date of the title search, there are no unrecorded laborer's, mechanic's or materialmen's liens against the Property, and no material has been furnished to the Property for which payment has not been paid in full. If a "Notice of Commencement" has been recorded, the Grantor agrees to execute and record a Subordination of Notice of Commencement to the conservation easement in the Property to be received by Grantees in this transaction.
7. Within the past 90 days there have been no improvements, alterations, or repairs to the Property for which the costs thereof remain unpaid, and that within the past 90 days there

have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid.

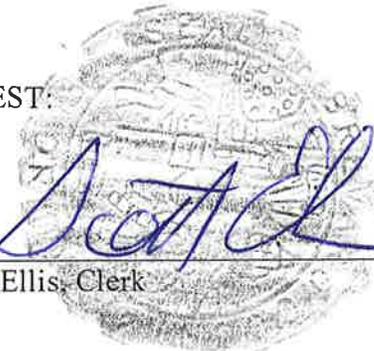
8. There are not due, or to come due, unpaid bills, liens or assessments for mowing, water, sanitary sewers, paving or other public utilities or improvements made by any governmental authority. Should any bill be found which relates to Grantor's possession, Grantor will pay such bill upon demand. No notice has been received of any public hearing regarding future or pending zoning changes or assessments for improvements by any governmental authority.
9. There are no unrecorded deeds, agreements for deed, judgments, liens, mortgages, easements or rights of way for users, or adverse interests with respect to the Property.
10. There are no claims, liens or security interests whatsoever of any kind or description against the Property. All real property taxes are paid in full.
11. There are no existing contracts for sale affecting the Property.
12. There is no civil action pending which involves the Property in any way.
13. There are no federal tax claims, liens or penalties assessed against the Grantor either individually or in any other capacity.
14. No proceedings in bankruptcy have ever been brought by or against Grantor nor has an assignment for the benefit of creditors been made at anytime, nor is there now in effect any assignment of rents of the Property or any part thereof.
15. The real estate taxes will be kept current.
16. Grantor is not a "non-resident alien" for the purposes of United States income taxation, nor is Grantor a "foreign person" (as such term is defined in Section 1445 of the Internal Revenue Code of the United States and its related Income Tax Regulations). Grantor understands that the certification made in this paragraph may be disclosed to the Internal Revenue Service by the Grantees; that any false statement contained in this paragraph could be punished by fine, imprisonment, or both; and that the information contained in this paragraph is true and correct and as provided under penalties of perjury.
17. Grantor has no knowledge as to any hazardous substances (as defined by any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree) present on the Property. There has been no production, placement, disposal, storage, release or discharge on or from the Property of any hazardous substances, and there are no buried, partially buried, or aboveground tanks, storage vessels, drums or containers located on the Property. Grantor has received no warning notices, notices of violation, administrative complaints, judicial complaints or other formal or informal notices from

any governmental agency alleging that conditions on the Property are in violation of environmental laws, regulations, ordinances or rules.

THIS AFFIDAVIT is made for the purpose of inducing the DISTRICT to issue Permit No. 145145, and to accept a conservation easement in that certain real property described in Exhibit "A", Paragraph 2 above.

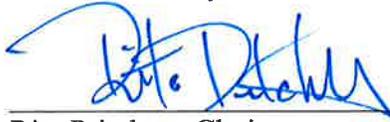
Grantor intends for the DISTRICT rely on these representations. This Affidavit is made under the full understanding of the law regarding liability for any misrepresentation herein.

ATTEST:



  
\_\_\_\_\_  
Scott Ellis, Clerk

Grantor: Brevard County  
Board of County Commissioners



\_\_\_\_\_  
Rita Pritchett, Chair  
Brevard County Board of County  
Commissioners

Date: 12/19/17

Approved by Board December 19, 2017

STATE OF FLORIDA  
COUNTY OF BREVARD

Approved by the Board 12/19/17  
Agenda Item # II . A . 3

# LEGAL DESCRIPTION

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

PARCEL 801

SECTION 36, TOWNSHIP 23 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 23-36-36-00-255 & 23-36-36-00-504

PURPOSE: CONSERVATION EASEMENT

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

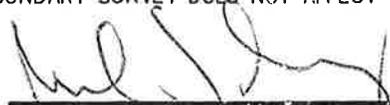
A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5844, PAGE 7477 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING LOCATED WITHIN THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER; THENCE SOUTH 89°44'38" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER FOR A DISTANCE OF 660.05 TO A POINT ON THE EAST LINE OF SAID DESCRIBED LANDS; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°28'34" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 89° 44' 38" WEST ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE SOUTHWEST ONE-QUARTER FOR A DISTANCE OF 664.62 FEET TO A POINT ON THE WEST LINE OF SAID EAST ONE-HALF; THENCE NORTH 00° 20' 58" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 1056.69 FEET; THENCE NORTH 89° 44' 38" EAST FOR A DISTANCE OF 666.96 FEET TO A POINT ON THE EAST LINE OF SAID DESCRIBED LANDS; THENCE SOUTH 00° 28' 34" WEST FOR A DISTANCE OF 1056.72 FEET TO THE POINT OF BEGINNING, CONTAINING 16.15 ACRES (703,494 SQUARE FEET) MORE OR LESS.

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

**SURVEYORS NOTES:**

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36, TOWNSHIP 23 SOUTH, RANGE 36 EAST AS BEING SOUTH 89°44'38" WEST, AN ASSUMED BEARING.
3. METES AND BOUNDS DESCRIPTION OF THE ALIQUOT PART DESCRIPTION BASED ON THE SECTIONAL BREAKDOWN OF SAID SECTION 36 AS SHOWN ON THE BOUNDARY SURVEY PREPARED BY DRMP, INC., FOR BREVARD COUNTY, PROJECT NO. 06-0103.002, DATED AUGUST 2007.
4. NO DEED OR PLAT WAS FOUND THAT DEDICATES OR SPECIFICALLY DESCRIBES THE RIGHT OF WAY OF HALL ROAD ADJACENT TO THE PARENT PARCELS. OFFICIAL RECORDS BOOK 5844, PAGE 7477 EXCLUDES THE RIGHT OF WAY FOR HALL ROAD BUT WITH NO SPECIFIC WIDTH OR DIMENSION.
5. THIS SKETCH AND DESCRIPTION WAS PREPARED WITH BENEFIT OF ALTA OWNER'S POLICY BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, AGENT'S FILE NO. 20693, OWNER'S POLICY NO. A02-1235641. WITH RESPECT TO EXCEPTIONS FROM COVERAGE AS LISTED:
  - a. ITEMS 1 THROUGH 5 DELETED BY SAID TITLE POLICY;
  - b. ITEM 6: NOT APPLICABLE;
  - c. ITEM 7: DEED BOOK 262, PAGE 74 DOES NOT AFFECT THE SUBJECT EASEMENT;
  - d. ITEM 8: THE 25 SQUARE OVERLAP AS SHOWN ON SAID DRMP BOUNDARY SURVEY DOES NOT AFFECT THE SUBJECT EASEMENT;
  - e. ITEM 9: THE 15.0' DRAINAGE DITCH AS SHOWN ON SAID DRMP BOUNDARY SURVEY DOES NOT AFFECT THE SUBJECT EASEMENT;
  - f. ITEM 10: THE 4' BARBED WIRE FENCE AS SHOWN ON SAID DRMP BOUNDARY SURVEY DOES NOT AFFECT THE SUBJECT EASEMENT.



PREPARED FOR AND CERTIFIED TO:  
 BREVARD COUNTY FACILITIES, CENTRAL SERVICES;  
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870  
 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, VIERA, FLORIDA 32940  
 PHONE: (321) 633-2080



DRAWN BY: R. HENNING	CHECKED BY: M. J. SWEENEY	PROJECT NO. 16-04-044		SECTION 36 TOWNSHIP 23 SOUTH RANGE 36 EAST
		REVISIONS	DATE	
DATE: MAY 25, 2016	SHEET: 1 OF 2		6/14/16	ADD AND ADDRESS TITLE OPINION

# SKETCH OF DESCRIPTION

PARCEL 801

SECTION 36, TOWNSHIP 23 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 23-36-36-00-255 & 23-36-36-00-504

PURPOSE: CONSERVATION EASEMENT



EXHIBIT "A"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

**THIS IS NOT A SURVEY**

## LEGEND

- PROPERTY LINE
- PARCEL LINE
- SECTION LINE
- RIGHT OF WAY LINE
- SECTION CORNER
- EASEMENT PARCEL

## ABBREVIATIONS

- B.B. = BASIS OF BEARING
- N/F = NOW OR FORMERLY
- ORB = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE
- R = RANGE OR RADIUS
- T = TOWNSHIP

REMAINDER OF  
TAX PARCEL 23-36-36-00-255  
OWNER: BREVARD COUNTY  
ORB 5844, PG 7477

REMAINDER OF  
TAX PARCEL  
23-36-36-00-504  
OWNER: BREVARD  
COUNTY  
ORB 5844, PG 7477

OWNER N/F:  
DONALD KRAMER  
CYNTHIA KRAMER  
ORB 4556, PG 257

OWNER N/F:  
FRANK FISHER  
ORB 7332, PG 1869

OWNER N/F:  
OSCAR TOLEDO  
SUZANNE TOLEDO  
ORB 3860, PG 3259

OWNER N/F:  
FRANK FISHER  
ORB 4016, PG 2581

OWNER N/F:  
JOSH HOOPER  
MARY HOPPER  
ORB 3902, PG 2794

OWNER N/F:  
SCOTT BARRS  
SUMIKO BARRS  
ORB 4836, PG 1092

OWNER N/F:  
JOSH HOOPER  
MARY HOPPER  
ORB 7218, PG 0032

OWNER N/F:  
SPRATT  
ORB 4396, PG 3687

OWNER N/F:  
THOMAS BRUCKNER  
ORB 4272, PG 3240

OWNER N/F:  
JOHN SCHNEIDER  
ORB 5437, PG 7737

OWNER N/F:  
JOHN BRUSH  
ORB 5806, PG 8685

OWNER N/F:  
ROBERT MARX SULLIVAN  
ORB 6036, PG 2389

A PORTION OF  
TAX PARCEL 23-36-36-00-255  
& 25-36-36-504  
OWNER: BREVARD COUNTY  
ORB 5844, PG 7477

POINT OF BEGINNING  
PARCEL 801  
664.62'  
S89°44'38"W

1,056.69'

N0°20'58"E

N89°44'38"E

EAST LINE OF ORB  
5844, PA 7477

1,056.72'

S0°28'34"W

660.05'

S89°44'38"W

(B.B.)

N0°28'34"E 50.00'

HALL ROAD

SOUTH LINE OF THE SOUTHWEST  
1/4 OF SECTION 36

POINT OF COMMENCEMENT  
SE CORNER OF THE SW 1/4  
SECTION 36, T23S, R36E

WEST LINE OF THE  
EAST 1/2 OF THE  
SOUTHWEST 1/4

EAST LINE OF THE SOUTHWEST 1/4

OWNER N/F:  
WATERS MARK DEVELOPMENT  
ENTERPRISES LC  
ORB 5592, PG 7138



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"=300'  
PROJECT NO.:  
16-04-044

SECTION 36  
TOWNSHIP 23 SOUTH  
RANGE 36 EAST

## Property Fact Sheet

Owners:	Brevard County
Parcel Location:	East Hall Road, Merritt Island (Approximately 1.22 Miles east of SR#3)
Parent Parcel:	89.09 Acres
Conservation Area to be encumbered:	16.15 Acres
Zoning/ Land Use:	Preservation
Improvements:	None
Topography:	Wetlands
Flood Zone:	AE-Special Flood Hazard Area (SFHA): area subject to inundation by the 1-percent-annual-chance flood event.
Tax Parcel ID:	23-36-36-00-255
Market Value/Per Property Appraiser:	\$490,000.00
Property Transaction:	Purchase date: 02/08/2008
(Clerk of the Court Records)	Sale amount: \$1,450,000.00

---

---

# LOCATION MAP

---

---

SEC: 36 TWP: 23 RNG: 36 DISTRICT: 2

---

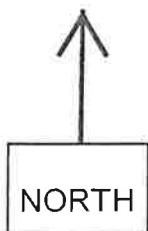
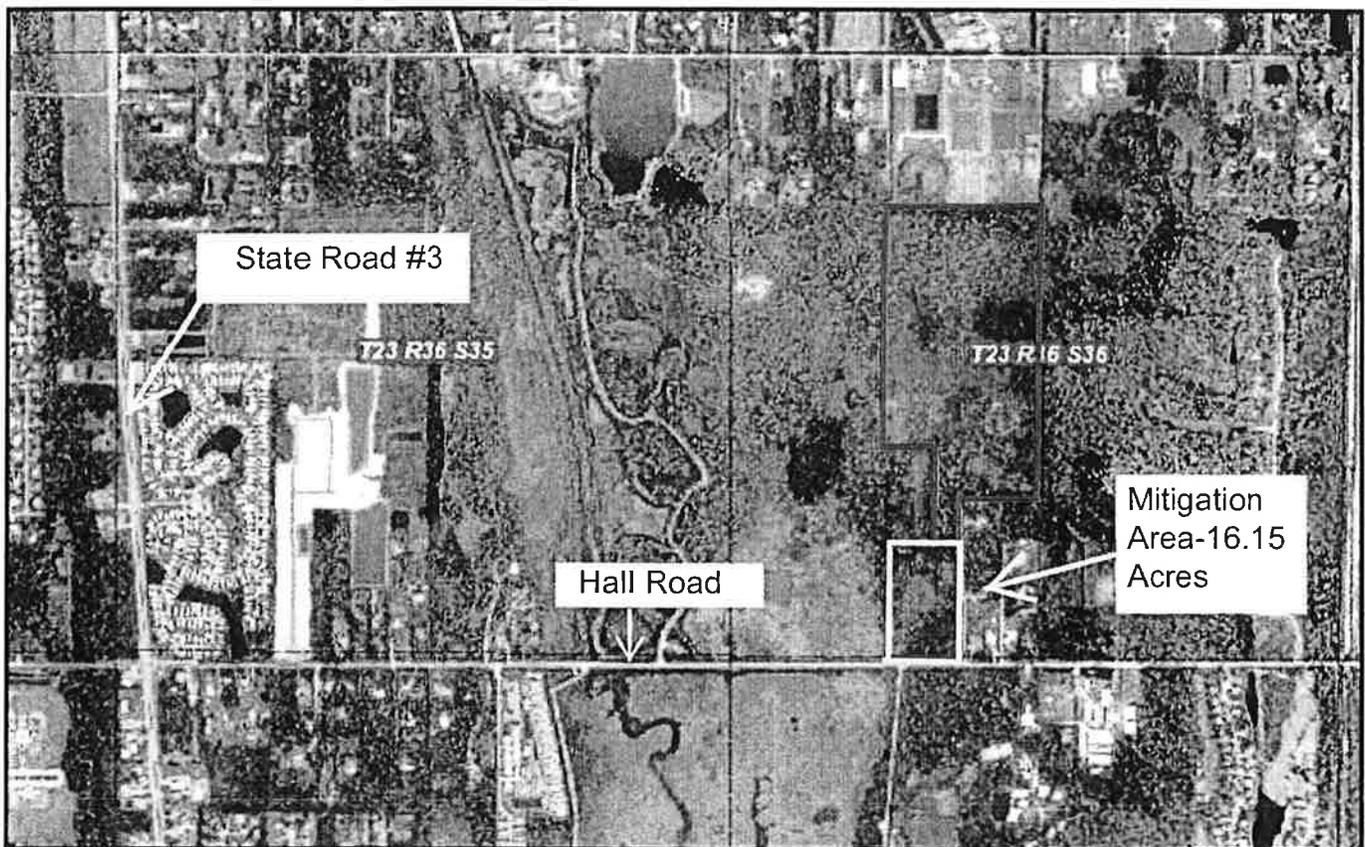
---

STREET NAME: HALL ROAD

---

OWNER'S NAME: BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

---



**BOARD OF COUNTY COMMISSIONERS**

AGENDA: HALL ROAD CONSERVATION EASEMENT, RESOLUTION, AND AFFIDAVIT OF OWNERSHIP IN FAVOR OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT - DISTRICTS 1 AND 2

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION / PARKS AND RECREATION DEPARTMENT

AGENCY CONTACT: BLAISE M. MANCINI, LAND ACQUISITION SPECIALIST

CONTACT PHONE: 321-690-6847(5-2886)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Daniel P. Jones, Supervisor	<u>DPJ</u>	_____	<u>11/16/17</u>
COUNTY ATTORNEY Eden Bentley, Deputy County Attorney	<u>EB</u>	_____	<u>11/16/17</u>
<i>See change to affidavit #5</i> PUBLIC WORKS Andrew J. Holmes, Director	<u>AJH</u>	_____	<u>12/4/17</u>
PARKS AND RECREATION Mary Ellen Donner, Director	<u>Mary Ellen Donner</u>	_____	<u>11/17/17</u>

AGENDA DUE DATE: December 5, 2017 for the December 19, 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 (5-6316) WHEN READY TO BE PICKED UP.

THANK YOU.

**BOARD OF COUNTY COMMISSIONERS**

AGENDA: HALL ROAD CONSERVATION EASEMENT, RESOLUTION, AND AFFIDAVIT OF OWNERSHIP IN FAVOR OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT - DISTRICTS 1 AND 2

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION / PARKS AND RECREATION DEPARTMENT

AGENCY CONTACT: BLAISE M. MANCINI, LAND ACQUISITION SPECIALIST

CONTACT PHONE: 321-690-6847(5-2886)

**REVIEW**

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Daniel P. Jones, Supervisor	<u>DPJ</u>	_____	<u>11/30/17</u>
COUNTY ATTORNEY Eden Bentley, Deputy County Attorney	<u>see attached</u>	_____	<u>11/16/17</u>
PUBLIC WORKS Andrew J. Holmes, Director	_____	_____	_____
PARKS AND RECREATION Mary Ellen Donner, Director	<u>MED</u>	_____	<u>11/30/17</u>

AGENDA DUE DATE: December 5, 2017 for the December 19, 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 (5-6316) WHEN READY TO BE PICKED UP.

THANK YOU.