BOARD OF COUNTY COMMISSIONERS

AGENDA REVIEW SHEET

- AGENDA: Approval, Re: Temporary Drainage Easement from A. Duda and Sons, Inc. and The Viera Company for the Stadium Parkway Segment E Infrastructure Improvements – District 4.
- AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lisa J. Kruse, Land Acquisition Specialist

CONTACT PHONE: 321-350-8353

LAND ACQUISITION Lucy Hamelers, Supervisor

COUNTY ATTORNEY **Christine Schverak** Assistant County Attorney

APPROVE

DISAPPROVE

DATE

.2022

6-30-2022

cms

This instrument prepared by: Lisa J. Kruse Brevard County Land Acquisition 2725 Judge Fran Jamieson Way Viera, Florida 32940

TEMPORARY DRAINAGE EASEMENT (Stadium Parkway, Segment E)

A. DUDA & SONS, INC., a Florida corporation and THE VIERA COMPANY, a Florida corporation (collectively "Grantor"), whose mailing address is 1200 Duda Trail, Oviedo, Florida 32765 and 7380 Murrell Road, Suite 201, Viera, Florida 32940, as of this 12 day of June 2022, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, hereby grant and convey, but subject to the reservations and other matters set forth hereinbelow, to BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida ("Grantee"), whose mailing address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, a temporary easement for the purpose of installing, operating, inspecting, repairing, maintaining, replacing and improving stormwater drainage pipes, lines and related facilities and for stormwater drainage flow under, upon and through that certain real property of Grantor more particularly described in Exhibit "A" and Exhibit "B", attached hereto and made a part hereof (the "Easement Area"), said temporary easement being (the "Easement"). As part of the Easement, Grantee is granted the right to discharge stormwater drainage from portions of the Stadium Parkway public right of way, as noted on Exhibit "A" and Exhibit "B" hereof, into the respective portions of the Easement Area adjacent to those portions of Stadium Parkway. To the extent that any drainage pipes or structures connecting to the Easement Area are also within those portions of the Stadium Parkway public right of way, Grantee shall be responsible for maintaining only those drainage pipes and structures located within the public right of way. Grantee shall not have any responsibility regarding installation, operating, inspecting, repairing, replacement or improving of any storm pipes, storm structures or associated storm water management facilities located within the limits of the Easement Area or any private stormwater drainage system.

TOGETHER WITH the right in favor of Grantee for reasonable ingress and egress over and across the Easement Area at all times to facilitate the purposes of the Easement and the right to cut, trim, and keep the Easement Area clear of trees, brush and undergrowth.

THE EASEMENT hereby granted is non-exclusive, made subject to easements, conditions, restrictions, reservations and other matters of record encumbering the Easement Area as of the date of this instrument and as respectively granted by Grantor from time to time, and shall in no way restrict the right or interest of Grantor in the use and quiet enjoyment of its respective portions of the Easement Area to the extent that such use does not unreasonably interfere with the rights granted herein to Grantee. Without limiting the generality of the preceding sentence, Grantor expressly reserves the right to utilize its respective portions of the Easement Area for roadway, driveway, sidewalk, landscaping and signage purposes and for the installation of utilities such as potable water lines, reuse water lines and related improvements, and in

connection therewith to construct, install, repair, maintain and improve roadways, utility lines, driveways, sidewalks, landscaping, irrigation systems, signs, and improvements related thereto over, across, upon and under its respective portions of the Easement Area or any part thereof, to the extent that such use does not unreasonably interfere with the rights granted herein to Grantee.

GRANTOR anticipates that Grantor shall, in connection with platting and developing the lands of which the Easement Area is a part, dedicate the Easement Area, in whole or in parts, to Grantee for use as, *inter alia*, a public right-of-way for roadway and utility and/or drainage purposes and/or a utility and/or drainage easement. Therefore, all Easement rights and interests hereby granted to Grantee with respect to any portion of the Easement Area hereafter so dedicated to Grantee by Grantor shall automatically terminate and be in all respects extinguished, null, void and of no further force and effect as to the dedicated portion of the Easement Area upon the recording a subdivision plat in the Public Records of Brevard County, Florida containing such a dedication to Grantee.

(SIGNATURES ARE ON THE FOLLOWING PAGES.)

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name by a proper officer thereunto duly authorized on the day and year first above written.

Signed, sealed and delivered in the presence of:

Print Name

Witness

Benjamin E. Wilson Print Name GRANTOR:

A. DUDA & SONS, INC., a Florida corporation

Name: Todd J. Pokrywa Title: Corporate Vice President, Real Estate

(CORPORATE SEAL)

ORPORT SEAL 08/27/1953 ORIO

STATE OF FLORIDA COUNTY OF BREVARD

The foregoing instrument was acknowledged before me _____by personal appearement of a contract of the corporate Vice President, Real Estate of A. Duda & Sons, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

(SEAL)

CHARLENE R. SPANGLER

Notary Public - State of Florida

Commission # GG 341423 My Comm. Expires Jun 3, 2023

Bonded through National Notary Assn.

Charlene R.) Print Name: Charlene

Notary Public, State of Florida Commission Np.: 66341423 6131 Expires: 20

(SIGNATURE OF THE VIERA COMPANY IS ON THE FOLLOWING PAGE.)

Signed, sealed and delivered in the presence of:

Charlene R. So angre

Charlene R. Spang Print Name:

Benjanu Witness

Benjamin E Print Name

GRANTOR:

THE VIERA COMPANY, a Florida corporation

By:

Name: Todd J. Pokrywa Title: President

(CORPORATE SEAL)



STATE OF FLORIDA COUNTY OF BREVARD

The foregoing instrument was acknowledged before me <u></u>by personal appearance or online notarization this **22**nd day of **June** 2022, by Todd J. Pokrywa, as President of The Viera Company, a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

Expires:

63

(SEAL)



han Ver Print Name: Charlene Notary Public, State of Florida Commission No.: 66341423

2023

LEGAL DESCRIPTION

PARCEL #700

PARENT PARCEL ID#: 26-36-20-00-2 PURPOSE: TEMPORARY STORMWATER POND EASEMENT #1 EXHIBIT "A" SHEET I OF 2 NOT VALID WITHOUT SHEET 2 OF 2 THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL # 700 TEMPORARY STORMWATER POND # 1 (PREPARED BY SURVEYOR)

A PARCEL OF LAND LOCATED IN SECTION 20, TOWNSHIP 26 SOUTH, RANGE 36, EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF STADIUM PARKWAY, ACCORDING TO THE PLAT OF STADIUM PARKWAY-SEGMENT E, AS RECORDED IN ROAD PLAT BOOK 5, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN ALONG THE EAST RIGHT-OF-WAY LINE OF SAID STADIUM PARKWAY THE FOLLOWING FIVE (5) COURSES AND DISTANCES; 1) THENCE S48°53'34"W ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 150.20 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°41'58", A CHORD BEARING OF N87°59'16"W AND A CHORD LENGTH OF 34.64 FEET), A DISTANCE OF 38.27 FEET TO THE END OF SAID CURVE; 3) THENCE S48°09'45"W A DISTANCE OF 1163.16 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1625.00 FEET, A CENTRAL ANGLE OF 7°00'05", A CHORD BEARING OF S44°39'43"W AND A CHORD LENGTH OF 198.44 FEET), A DISTANCE OF 198.57 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; 5) THENCE CONTINUE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1625.00 FEET, A CENTRAL ANGLE OF 20°18'13", A CHORD BEARING OF S31°00'34"W AND A CHORD LENGTH OF 572.84 FEET), A DISTANCE OF 575.85 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; THENCE S89°04'28"E, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 161.45 FEET; THENCE S00°57'16"W, A DISTANCE OF 20.00 FEET, TO THE NORTH LINE OF 2 MILE CANAL, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8384, PAGE 264, PUBLIC RECORDS OF BREVARD COUNTY; THENCE S89°04'28"E ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET; THENCE N00°57'16"E, A DISTANCE OF 20.00 FEET; THENCE S89°04'28"E, A DISTANCE OF 268.21 FEET; THENCE N00°43'25"W A DISTANCE OF 367.26 FEET; THENCE N48°50'19"W A DISTANCE OF 199.04 FEET TO THE POINT OF BEGINNING. CONTAINING 3.42 ACRES, MORE OR LESS.

SURVEYORS NOTES:

- 1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
- BEARING REFERENCE: ASSUMED BEARING OF \$48°09'45"W ON THE EAST RIGHT-OF-WAY LINE OF STADIUM PARKWAY, ACCORDING TO THE PLAT OF STADIUM PARKWAY-SEGMENT E, AS RECORDED IN ROAD PLAT BOOK 5, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA
- 3. THIS DESCRIPTION IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.
- 4. THIS DESCRIPTION WAS PREPARED WITH THE BENEFIT OF THAT CERTAIN FIDELITY NATIONAL TITLE INSURANCE COMPANY PROPERTY INFORMATION REPORT, ORDER NO.: 10221312, CUSTOMER REFERENCE NUMBER: 11561.01 LAST DATED 01/31/2022. NO PLOTTABLE EASEMENTS ADVERSELY AFFECTING THE LANDS DESCRIBED HEREON WERE FOUND IN SAID PROPERTY INFORMATION REPORT.
- THIS DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNLESS ELECTRONICALLY SIGNED AND SEALED IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 472.025.
- 6. THIS DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY FLORIDA STATUTES CHAPTER 472 AND THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE

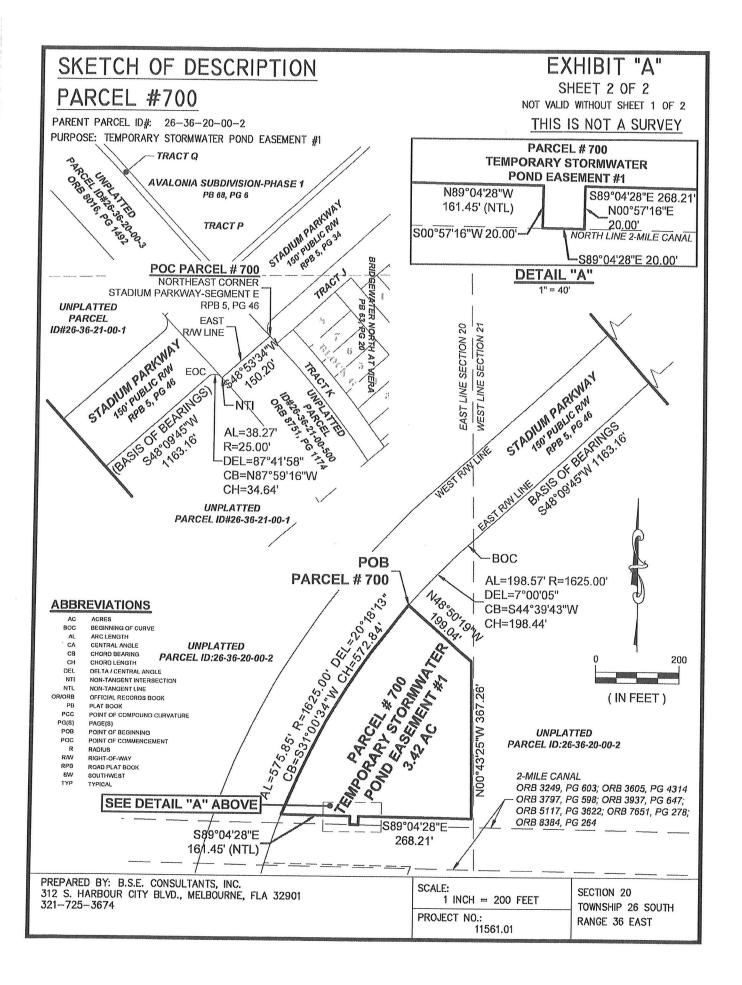


PREPARED FOR AND CERTIFIED TO: BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

LESLIE E. HOWARD, PSM 5611 PROFESSIONAL SURVEYOR & MAPPER NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: B.S.E. CONSULTANTS, INC. 312 S. HARBOUR CITY BLVD., MELBOURNE, FLA 32901 321-725-3674

DRAWN BY: EAK/LEH	CHECKED BY: LEH	PROJECT NO. 11561.01			SECTION 20
		REVISIONS	DATE	DESCRIPTION	TOWNSHIP 26 SOUTH
DATE: 3/10/2022	DRAWING: 1156101_100_001	1	5/2/22	COUNTY COMMENTS	
			5/11/22	COUNTY COMMENTS	RANGE 36 EAST
l			5/18/22	COUNTY COMMENTS	1



LEGAL DESCRIPTION

PARCEL #701

EXHIBIT "B" SHEET I OF 4

NOT VALID WITHOUT SHEET 2, 3 & 4 OF 4 THIS IS NOT A SURVEY

PARENT PARCEL ID#: 26-36-20-00-2 AND 26-36-29-00-2 PURPOSE: TEMPORARY STORMWATER POND EASEMENT #2

LEGAL DESCRIPTION: PARCEL #701 TEMPORARY STORMWATER POND #2 (PREPARED BY SURVEYOR)

A PARCEL OF LAND LOCATED IN SECTIONS 20 AND 29, TOWNSHIP 26 SOUTH, RANGE 36, EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF STADIUM PARKWAY, ACCORDING TO THE PLAT OF STADIUM PARKWAY-SEGMENT E, AS RECORDED IN ROAD PLAT BOOK 5, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN ALONG THE EAST RIGHT-OF-WAY LINE OF SAID STADIUM PARKWAY THE FOLLOWING FIVE (5) COURSES AND DISTANCES; 1) THENCE S48°53'34"W A DISTANCE OF 150.20 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°41'58", A CHORD BEARING OF N87°59'16"W AND A CHORD LENGTH OF 34.64 FEET), A DISTANCE OF 38.27 FEET TO THE END OF SAID CURVE; 3) THENCE S48°09'45"W A DISTANCE OF 1163.16 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1625.00 FEET, A CENTRAL ANGLE OF 31°33'53", A CHORD BEARING OF S32°22'49"W AND A CHORD LENGTH OF 883.95 FEET), A DISTANCE OF 895.22 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 1625.00 FEET, A CENTRAL ANGLE OF 09°20'57", A CHORD BEARING OF S11°55'24"W AND A CHORD LENGTH OF 264.86 FEET), A DISTANCE OF 265.16 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; THENCE S89º04'28"E, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 150.90 FEET; THENCE S00°55'32"W, A DISTANCE OF 549.43 FEET; THENCE S90°00'00"W, A DISTANCE OF 155.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF SAID STADIUM PARKWAY; THENCE S00°00'00"E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 260.00 FEET; THENCE N90°00'00"E A DISTANCE OF 155.00 FEET; THENCE S00°06'03"E, A DISTANCE OF 869.12 FEET; THENCE S84°05'54"W A DISTANCE OF 104.82 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID STADIUM PARKWAY; THENCE S05°54'06"E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 360.00 FEET; THENCE N84°05'54"E A DISTANCE OF 280.00 FEET; THENCE N05°54'06"W A DISTANCE OF 360.00 FEET; THENCE S84°05'54"W A DISTANCE OF 104.82 FEET; THENCE N00°06'03"W A DISTANCE OF 861.88 FEET; THENCE N90°00'00"E A DISTANCE OF 155.00 FEET; THENCE N00°00'00"W A DISTANCE OF 260.00 FEET; THENCE S90°00'00"W A DISTANCE OF 155.00 FEET; THENCE N00°55'32"E A DISTANCE OF 548.30 FEET; THENCE S89°04'28"E A DISTANCE OF 111.64 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1295.00 FEET, A CENTRAL ANGLE OF 11°52'14", A CHORD BEARING OF N14°48'17"E AND A CHORD LENGTH OF 267.82 FEET), A DISTANCE OF 268.30 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHWEST; THENCE N89º04'28"W, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 346.26 FEET TO THE POINT OF BEGINNING. CONTAINING 8.87 ACRES, MORE OR LESS.

SURVEYORS NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.

- 2. BEARING REFERENCE: ASSUMED BEARING OF S48°09'45"W ON THE EAST RIGHT-OF-WAY LINE OF STADIUM PARKWAY, ACCORDING TO THE PLAT OF STADIUM PARKWAY-SEGMENT E, AS RECORDED IN ROAD PLAT BOOK 5, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA
- 3. THIS DESCRIPTION IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.
- 4. THIS DESCRIPTION WAS PREPARED WITH THE BENEFIT OF THE CERTAIN FIDELITY NATIONAL TITLE INSURANCE COMPANY PRIOERTY INFORMATION REPORT, ORDER NO.: 10221312, CUSTOMER REFERENCE NUMBER: 11561.01, LAST DATED 01/31/2022. NO PLOTTABLE EASEMENTS ADVERSELY AFFECTING THE LANDS DESCRIBED HEREON WERE FOUND IN SAID PROPERTY INFORMATION REPORT.
- 5. THIS DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNLESS ELECTRONICALLY SIGNED AND SEALED IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 472.025.
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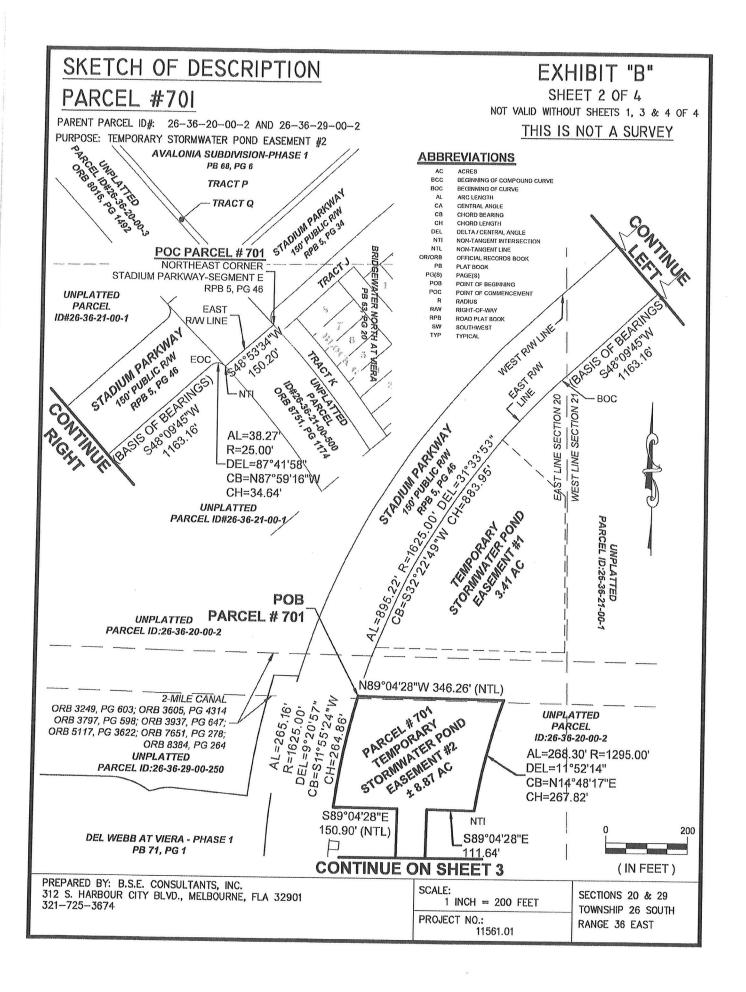


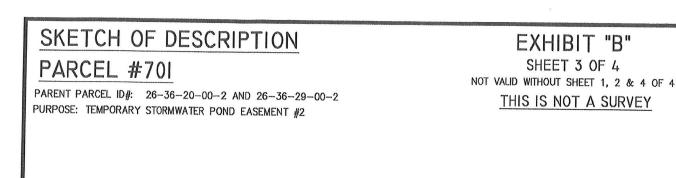
PREPARED FOR AND CERTIFIED TO: BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

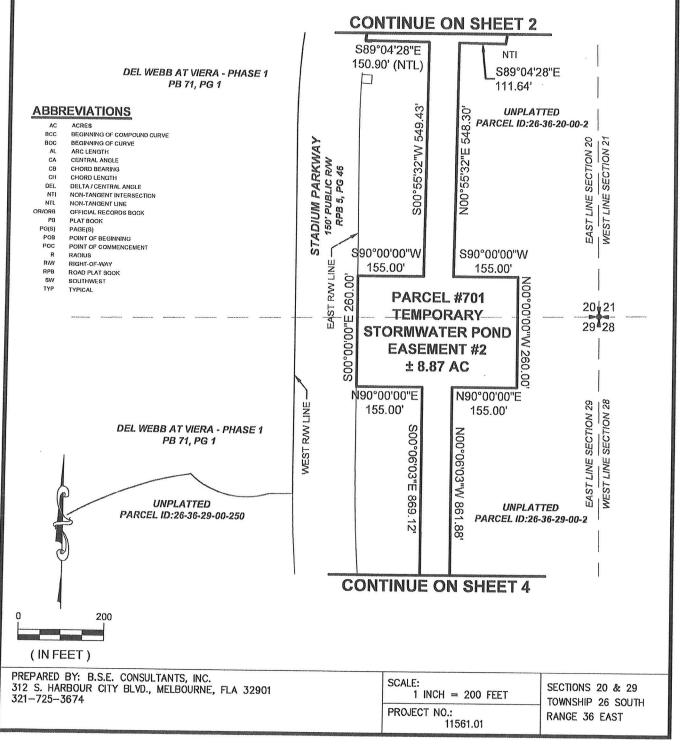
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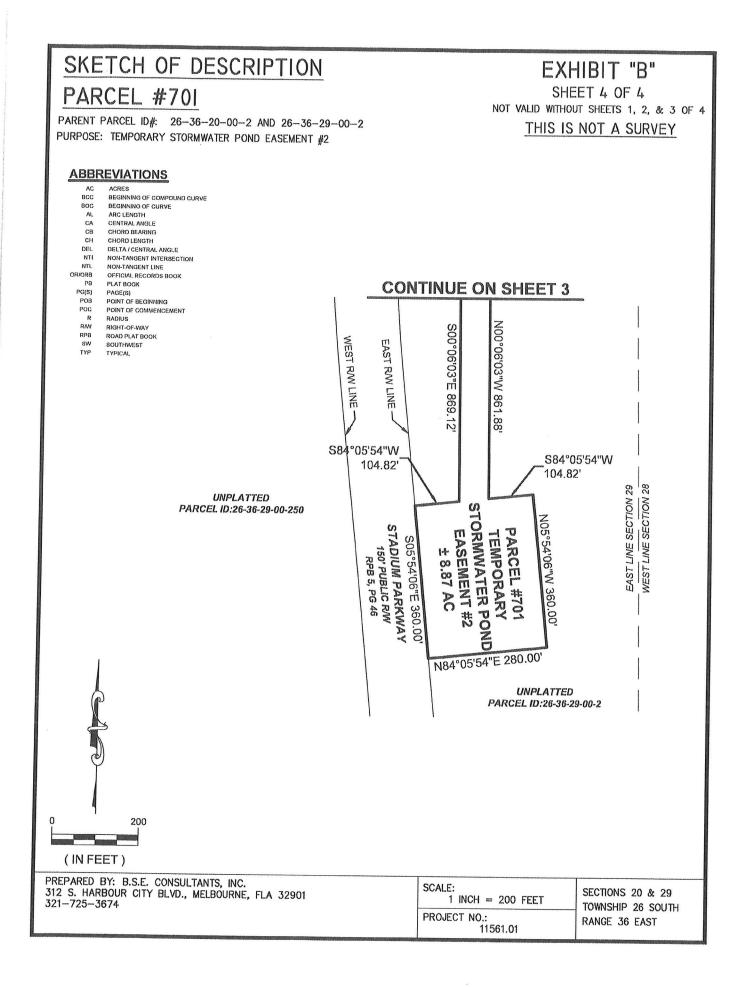
PREPARED BY: B.S.E. CONSULTANTS, INC. 312 S. HARBOUR CITY BLVD., MELBOURNE, FLA 32901 321-725-3674

DRAWN BY: EAK/LEH	CHECKED BY: LEH	PROJECT NO. 11561.01			SECTIONS 20 & 29
		REVISIONS	DATE	DESCRIPTION	TOWNSHIP 26 SOUTH
DATE: 3/10/2022	DRAWING: 1156101_100_002	-	5/2/22	COUNTY COMMENTS	
			5/11/22	COUNTY COMMENTS	RANGE 36 EAST
L			5/18/22	COUNTY COMMENTS	









LOCATION MAP

Sections 20 and 29, Township 26 South, Range 36 East - District: 4

PROPERTY LOCATION: South of Pineda Boulevard and southeast of Stadium Parkway in Viera

OWNERS NAME(S): A. Duda and Sons, Inc. and The Viera Company

