BOARD OF COUNTY COMMISSIONERS

AGENDA REVIEW SHEET

AGENDA:

Resolution and Off System Right of Way Acquisition Agreement between

State of Florida, Department of Transportation, Brevard County and the City of West Melbourne for the Ellis Road Widening Project—District 5.

AGENCY:

Public Works Department / Land Acquisition

AGENCY CONTACT:

Lucy Hamelers, Land Acquisition Supervisor

CONTACT PHONE:

321-350-8336

APRROVE

LAND ACQUISITION Lucy Hamelers, Supervisor

COUNTY ATTORNEY
Alex Esseesse
Assistant County Attorney

DISAPPROVE

DATE

2/17/22

A Resolution Authorizing the Execution of the Off System Right of Way Acquisition Agreement with State of Florida, Department of Transportation, and Brevard County and the City of West Melbourne for St. Johns Heritage Parkway/Ellis Road from John Rodes Boulevard to West of Wickham Road for the Ellis Road Widening Project (FM 426905-4-43-01).

Whereas, the State of Florida, Department of Transportation, ("F.D.O.T.") Brevard County, and the City of West Melbourne ("West Melbourne") desire to facilitate the widening of Ellis Road; and

Whereas, it is in the best interest of the F.D.O.T., Brevard County, and West Melbourne for the F.D.O.T. to act on behalf of Brevard County in completing all aspects of any portion of the Project not on the State Highway System, including, but not necessarily limited to the acquisition of real property through voluntary acquisition and through the use of the power of eminent domain, if necessary, to complete this Project as authorized by §336.467, Florida Statutes; and

Whereas, the F.D.O.T. has requested Brevard County to execute and deliver to the F.D.O.T. the Off System Right of Way Agreement for the aforementioned project, FM 426905-4-43-01, to allow the F.D.O.T. to act on behalf of Brevard County.

Now, therefore, be it resolved by Brevard County, through Kristine Zonka, Chair of the Board of County Commissioners of Brevard County, Florida, who is hereby authorized to make, execute, and deliver to the F.D.O.T. the Off System Right of Way Acquisition Agreement for the aforementioned project, FM 426905-4-43-01, allowing the F.D.O.T. to act on behalf of Brevard County.

DONE AND RESOLVED this 8th day of March, 2022.

ATTEST:	BREVARD COUNTY, FLORIDA				
 Rachel Sadoff, Clerk	Kristine Zonka, Chair				
	As approved by the Board on March 8, 2022				

OFF SYSTEM RIGHT OF WAY ACQUISITION AGREEMENT Between STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("DEPARTMENT")

and

BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida ("BREVARD COUNTY")

and

THE CITY OF WEST MELBOURNE, an incorporated Municipality under the laws of the State of Florida ("CITY OF WEST MELBOURNE")

WHEREAS, the State of Florida Legislature has approved and mandated the DEPARTMENT to complete the various projects included in the DEPARTMENT'S Work Program; and

WHEREAS, included in the DEPARTMENT'S Work Program is Project Financial Management Number (FM#) 426905-4-43-01 ("Right of Way Acquisition for St. Johns Heritage Parkway/Ellis Road from John Rodes Boulevard to west of Wickham Road") located in Brevard County, Florida, hereinafter referred to as the "Project", all of which is <u>not</u> on the State Highway System; and

WHEREAS, the parties hereto agree that it is in the best interest of the DEPARTMENT and of BREVARD COUNTY and the CITY OF WEST MELBOURNE, collectively referred to as the LOCAL GOVERNMENTS, for the DEPARTMENT to act on behalf of the LOCAL GOVERNMENTS in completing all aspects of any portion of the Project not on the State Highway System, including, but not necessarily limited to the acquisition of real property necessary for the Project to be constructed through voluntary acquisition and through the use of the power of eminent domain, if necessary, to complete this Project as authorized by Section 336.467, Florida Statutes; and

NOW THEREFORE,

1. The parties agree that the DEPARTMENT shall undertake and complete project FM# 426905-4-43-01, generally described as "Right of Way Acquisition for St. Johns Heritage Parkway/Ellis Road from John Rodes Boulevard to west of Wickham Road", hereinafter "Project". The Project shall include the tasks described in Exhibit "A" hereto and all other tasks associated with or arising out of the tasks listed therein. The LOCAL GOVERNMENTS shall fully cooperate with and shall support the DEPARTMENT'S work efforts in these regards. The LOCAL GOVERNMENTS hereby grant to the DEPARTMENT, its Contractors, representatives, employees, and agents, the right to enter onto each LOCAL GOVERNMENT'S respective property to accomplish the tasks required by the Project. This right of entry shall continue in full force and effect throughout the time that the Project is ongoing. BREVARD COUNTY shall have final decision-making authority with respect to the acquisition of

property necessary for this Project. The DEPARTMENT will commence the acquisition process upon this agreement being fully executed and once the design plans and Right of Way Map Section 70000, F.P. 426905-2, Ellis Road (Brevard County) are complete and the documents have been delivered to the DEPARTMENT's Right-of-Way Manager.

- 2. The LOCAL GOVERNMENTS by virtue of the formal resolutions approving this agreement, consent to and authorize the DEPARTMENT to act on behalf of, for the benefit of, and in the name of the LOCAL GOVERNMENTS, respectively, and to further do all acts necessary to acquire all necessary right(s)-of-way to construct the Project, attached hereto as Exhibit "B". Any and all right(s)-of-way for the portion of the Project not located on the State Highway System will be acquired in the name of the LOCAL GOVERNMENTS, respectively, based on the existing ownership of that segment of the Project. In this regard, the segment of the Project from John Rodes Boulevard to just west of Technology Drive, as reflected on the attached Right of Way Map of Brevard County, herein the "West Segment", shall be acquired in the name of and for the benefit of BREVARD COUNTY, less and except the parcels titled to the CITY OF WEST MELBOURNE. The segment of the Project from the east end of the West Segment to just west of Wickham Road as reflected on the attached Right of Way Map of Brevard County, herein the "East Segment", shall be acquired in the name of and for the benefit of the CITY OF WEST MELBOURNE. The Right of Way Map is attached hereto as Exhibit "C" and incorporated herein by this reference.
- 3. The LOCAL GOVERNMENTS acknowledge that the DEPARTMENT will be utilizing federal funds on the Project and, as a result thereof, upon completion of the Project, the respective LOCAL GOVERNMENTS agree to ensure maintenance of those portions of the Project that will be located within the jurisdictional limits of St. Johns Heritage Parkway/Ellis Road from John Rodes Boulevard to west of Wickham Road in perpetuity. BREVARD COUNTY shall be responsible for the maintenance of the West Segment of the Project, and the CITY OF WEST MELBOURNE shall be responsible to maintain the East Segment of the Project. Nothing herein shall be deemed to preclude the transfer of the jurisdiction and the responsibility for operation and maintenance of Ellis Road in the future. The assignment of maintenance of each segment described herein shall control over the Local Agency Program agreement previously signed by Brevard County which assigned maintenance responsibility of the entire Project to Brevard County.
- 4. The LOCAL GOVERNMENTS acknowledge and agree that the right(s)-of-way and the existing improvements, facilities, and structures on St. Johns Heritage Parkway/Ellis Road from John Rodes Boulevard to west of Wickham Road are and will remain under the ownership of the respective LOCAL GOVERNMENT as described above. The LOCAL GOVERNMENTS agree that any real property interests that the DEPARTMENT may need to acquire to undertake and to complete the Project will be acquired by the DEPARTMENT for the benefit, use, and ownership of the respective LOCAL GOVERNMENT that owns the underlying fee interest in the real estate on which Ellis Road exists. All parcels will be acquired by the DEPARTMENT in the name of the respective LOCAL GOVERNMENT. All parcels acquired in the name of the respective LOCAL GOVERNMENT will be owned and will be maintained by the respective LOCAL GOVERNMENT after the DEPARTMENT has certified that the right of way has been cleared, or

until otherwise transferred or conveyed by the LOCAL GOVERNMENT to another local government.

- 5. The DEPARTMENT and the LOCAL GOVERNMENTS shall cooperate with each other and keep each other well informed of the work efforts and progress hereunder, including the DEPARTMENT providing the recording information associated with the acquisition of the real property that are acquired for the Project.
- 6. This Agreement shall become effective as of the date all three parties hereto have executed the Agreement and shall continue in full force and effect until the acquisition of the real property has been completed as described herein. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to, budgetary and cost considerations.
- 7. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENTS to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENTS in conjunction with this Agreement except for the obligation of the LOCAL GOVERNMENTS to maintain the Project and said Agreement shall be perpetual as to that obligation.
- 8. If any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the LOCAL GOVERNMENTS to enter into this Agreement or to undertake the Project, the LOCAL GOVERNMENTS will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.
- 9. It is understood that the DEPARTMENT'S participation in said Project is subject to:
 - a.) Legislative approval of the DEPARTMENT'S appropriation request in the work program year that the Project is scheduled; and
 - b.) Availability of funds based on the following limitations:
 - i.) The DEPARTMENT'S performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature. If the DEPARTMENT'S funding for this Project is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.
 - ii.) In the event this Agreement is in excess of \$25,000.00 and has a term of a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller

of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executor only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT, which are for an amount in excess of \$25,000.00 and which have term for a period of more than one (1) year."

- 10. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- 11. Each LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:
 - a.) All persons employed by each LOCAL GOVERNMENT during the term of the Contract to perform employment duties within Florida; and
 - b.) All persons, including, subcontractors, assigned by each LOCAL GOVERNMENT to perform work pursuant to the contract with the DEPARTMENT.
- 12. All general notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, express mail or electronic mail (e-mail) and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this Agreement. Unless otherwise notified in writing, notices shall be sent to the following:

To the LOCAL GOVERNMENTS:

Brevard County
Attn: Tammy Thomas-Wood, Support Services Manager
2725 Judge Fran Jamieson Way
Viera, Florida 32940
Tammy.Thomas-Wood@brevardfl.gov

City of West Melbourne Attn: Scott Morgan, City Manager 2240 Minton Road West Melbourne, Florida 32904

To the DEPARTMENT:
State of Florida, Department of Transportation
District Five- Local Programs
719 South Woodland Boulevard, M.S. 4-520

DeLand, Florida 32720 D5-LocalPrograms@dot.state.fl.us

- 13. The LOCAL GOVERNMENTS and the DEPARTMENT shall each be solely responsible for the negligent or wrongful acts of its respective employees and agents acting within the scope of their employment. Further, each party shall bear its own costs of every name and description, including attorneys' fees, arising from, or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by its employees and agents acting within the scope of their employment. However, nothing contained herein shall constitute a waiver by the LOCAL GOVERNMENTS and the DEPARTMENT of its sovereign immunity or waiver or modification of Section 768.28, Florida Statutes.
- 14. No modification of this Agreement shall be binding on the Parties unless reduced to writing and signed by a duly authorized representative of the Parties.
- 15. In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.
- 16. The individual identified as the person to receive notice hereunder shall be the point of contact to coordinate engineering decisions relating to the respective LOCAL GOVERNMENTS' roadways as described in Exhibit "A", Scope of Services, associated with the design, right of way acquisition, and construction of the Project. Input will be considered by BREVARD COUNTY, but BREVARD COUNTY shall have final decision-making authority as it pertains to design and construction of the Project. The individuals identified below shall have the authority to receive notice and to act on behalf of the LOCAL GOVERNMENTS and the DEPARTMENT, respectively, under the terms of this Agreement.

To the LOCAL GOVERNMENTS:

Brevard County Attn: Rachel Gerena, P.E., Engineering Manager 2725 Judge Fran Jamieson Way, Suite A-204 Viera, Florida 32940

> City of West Melbourne Attn: Scott Morgan, City Manager 2240 Minton Road West Melbourne, Florida 32904

To the DEPARTMENT:
State of Florida, DEPARTMENT of Transportation
C. Jack Adkins, Director of Transportation Development
719 South Woodland Boulevard
DeLand, Florida 32720

FΜ	#426905-4-43-01
Pag	e 6

STATE OF FLORIDA

17. <u>Counterparts</u>. This Amendment may be executed in counterparts, and all counterparts together shall be construed as one document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited, by the signatures below.

Ву:
Name: C. Jack Adkins
Title: <u>Director of Transportation Development</u>
Date:
DEPARTMENT Legal Review:
By: Daniel L. McDermott
Attorney

DEPARTMENT OF TRANSPORTATION

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

CITY OF WEST MELBOURNE CITY COUNCIL

See Attached Signature Page

See Attached Signature Page

Off System Right-of-Way Acquisition Agreement between State of Florida, Department of Transportation, and Brevard County, Florida, and the City of West Melbourne FM# 426905-4-43-01

Signature Page: Brevard County, Florida	
By: Kristine Zonka, Chair	
As approved by the Board on $\frac{3}{8}$ / $\frac{8}{2022}$	
Attest:	
By:	
Rachel Sadoff, Clerk	
Reviewed for legal form and content	
or Brevard County:	
alex hereese	
ssistant County Attorney	

Off System Right-of-Way Acquisition Agreement between State of Florida, Department of Transportation, and Brevard County, Florida, and the City of West Melbourne FM# 426905-4-43-01

CITY OF WEST MELBOURNE, a chartered municipal corporation

ATTEST:

Hal J. Rose, Mayor

As approved by Council on: February 15, 2022

Reviewed for legal form and sufficiency:

Morris Richardson, City Attorney

EXHIBIT "A" SCOPE OF SERVICES

The DEPARTMENT has committed to performing the Right of Way acquisition phase for the LOCAL GOVERNMENTS using federal funding for Project FM# 426905-4-43-01 (St. Johns Heritage Parkway/Ellis Road from John Rodes Boulevard to west of Wickham Road) located in Brevard County, Florida, a Project <u>not</u> on the State Highway System. For the LOCAL GOVERNMENTS to meet all federal requirements and be eligible for obtaining federal funds if they become available for other phases of the Project, the Right of Way acquisition phase must be performed in accordance with federal requirements. Since the LOCAL GOVERNMENTS do not have the resources to perform this phase of the Project, the DEPARTMENT has agreed to fund and perform all required services associated with the acquisition of right of way for the Project.

The DEPARTMENT will acquire those parcels identified in the Right of Way Map, Section 70000, F.P. 426905-2, Ellis Road (Brevard County). The DEPARTMENT will acquire the real estate interests in the name of the respective LOCAL GOVERNMENT that owns the underlying real estate on which Ellis Road exists as reflected on the right of way maps herein referenced. The DEPARTMENT will take all steps necessary to certify that the right of way is "clear", which includes demolition of any structures and removal of any improvements that are located within the area of acquisition. Once the DEPARTMENT certifies that all right of way has been acquired and cleared and the Project is certified as clear by the DEPARTMENT'S Right of Way Manager, the respective LOCAL GOVERNMENT will be solely responsible to ensure maintenance of all of the right of way for Ellis Road, including all parcels and all right of way acquired pursuant to this Agreement unless and until some of the real property is transferred or conveyed to another local government.

The remainder of this page intentionally left blank.

EXHIBIT "B" RESOLUTION

The respective LOCAL GOVERNMENT Resolution(s), or other official authorization(s), authorizing entry into this Agreement are attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

RESOLUTION NO. 2022-06

A RESOLUTION OF THE CITY OF WEST MELBOURNE, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE OFF SYSTEM RIGHT OF WAY ACQUISITION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORATION, BREVARD COUNTY, AND THE CITY OF WEST MELBOURNE FOR ST. JOHNS HERITAGE PARKWAY/ELLIS ROAD FROM JOHN RODES BOULEVARD TO WEST OF WICKHAM ROAD FOR THE ELLIS ROAD WIDENING PROJECT (FM 426905-4-43-01); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation ("F.D.O.T."), Brevard County, and the City of West Melbourne (the "City") desire to facilitate the widening of Ellis Road, which is included in the work program Project Financial Management Number (FM#) 426905-4-43-01 located in Brevard County, Florida, hereinafter referred to as the "Project," all of which is not on the State Highway System; and

WHEREAS, it is in the best interest of the City for F.D.O.T. to act on behalf of the City in completing all aspects of any portion of the Project not on the State Highway System but located within the municipal boundaries of the City, including but not necessarily limited to the acquisition of real property through voluntary acquisition and through the use of the power of eminent domain, if necessary, to complete this Project as authorized by Section 336.467, Florida Statutes; and

WHEREAS, F.D.O.T. has requested the City to execute and deliver to F.D.O.T. the Off System Right of Way Agreement for the aforementioned project, FM 426905-4-43-01, to authorize F.D.O.T. to act on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST MELBOURNE, FLORIDA THAT:

SECTION 1. The foregoing recitals are true and correct and are incorporated in this Resolution by reference.

SECTION 2. The Off System Right of Way Acquisition Agreement is approved substantially in the form of the attached (the "Agreement").

Resolution No. 2022-06 Page 2

SECTION 3. The Mayor is authorized to execute the Agreement for the aforementioned Project, FM 426905-4-43-01, allowing FDOT to act on behalf of the City in the acquisition of the parcels identified therein.

SECTION 4. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of West Melbourne, Brevard County, Florida, this 15th day of February, 2022.

ATTEST:

Cynthia Hanscom, City Clerk

NEST ME

SEAL

1959 COUNTY A

Hal J. Rose, Mayor

Approved as to legal form and sufficiency:

Morris Richardson, City Attorney

Attachment: Off System Right of Way Acquisition Agreement

A Resolution Authorizing the Execution of the Off System Right of Way Acquisition Agreement with State of Florida, Department of Transportation, and Brevard County and the City of West Melbourne for St. Johns Heritage Parkway/Ellis Road from John Rodes Boulevard to West of Wickham Road for the Ellis Road Widening Project (FM 426905-4-43-01).

Whereas, the State of Florida, Department of Transportation, ("F.D.O.T.") Brevard County, and the City of West Melbourne ("West Melbourne") desire to facilitate the widening of Ellis Road; and

Whereas, it is in the best interest of the F.D.O.T., Brevard County, and West Melbourne for the F.D.O.T. to act on behalf of Brevard County in completing all aspects of any portion of the Project not on the State Highway System, including, but not necessarily limited to the acquisition of real property through voluntary acquisition and through the use of the power of eminent domain, if necessary, to complete this Project as authorized by §336.467, Florida Statutes; and

Whereas, the F.D.O.T. has requested Brevard County to execute and deliver to the F.D.O.T. the Off System Right of Way Agreement for the aforementioned project, FM 426905-4-43-01, to allow the F.D.O.T. to act on behalf of Brevard County.

Now, therefore, be it resolved by Brevard County, through Kristine Zonka, Chair of the Board of County Commissioners of Brevard County, Florida, who is hereby authorized to make, execute, and deliver to the F.D.O.T. the Off System Right of Way Acquisition Agreement for the aforementioned project, FM 426905-4-43-01, allowing the F.D.O.T. to act on behalf of Brevard County.

DONE AND RESOLVED this 8th day of March, 2022.

ATTEST:	BREVARD COUNTY, FLORIDA				
 Rachel Sadoff, Clerk	Kristine Zonka, Chair				
	As approved by the Board on March 8, 2022				

EXHIBIT "C" Right-of-Way Map

The Right-of-Way Map is attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

LEGEND LIMITS OF CONSTRUCTION = LEF LIMITED ACCESS = MITEAD END SECTION MONUMENT = NOT APPLICABLE = NAIL - NAIL & OIDK - NOT TO SCALE OFFICIAL RECORDS BOOK - AHEAD - BACKFLOW PREVENTER AH = AHEAD AVEIAV = AVENUE BK = BACK E = BASELINE BLWF = BARBED WIRE FENCE BLOD = BUILDING CLF = CHAIN LINK FENCE CHO = CHORD LEARING CB = CHORD LEARING COMM = COMMERCIAL = BOLLARD = CLEANOUT (SANITARY SEWER) = ELECTRIC SERVICE CABINET BWF BLVD BLDG CLF CHD CB COMM CBS CONC CPVT - FIRE HYDRANT - FLOODLIGHT - GUY ANCHOR - MANHOLE (SANITARY SEWER) - COMMERCIAL = OFFICIAL RECORDS BOOK - MANHOLE (STORM SEWER) = CONCRETE BLOCK STRUCTURE - PAVEMENT = MANHOLE (TELEPHONE) = CONCRETE = METER (ELECTRIC) - CONCRETE PAVEMENT = PERPETUAL DRAINAGE EASEMENT - METER (WATER) CSL = CONCRETE SLAB P.D.&M.E. = PERPETUAL DRAINAGE = CORNER & MAINTENANCE EASEMENT 6. MAINTENANCE EASEMENT PERPETUAL GOARMAGE 6. WALL EASEMENT PERPETUAL SLODE/HARRONIZING EASEMENT PERPETUAL WALL 6. MAINTENANCE EASEMENT PROFESSIONAL SURVEYOR AND MAPPER PROFESSIONAL LAND SURVEYOR PROPERTY LINE POINT OF CUNYATURE PROFESSION OF CONTROL OF = CENTERLINE P.D.&W.E. - UTILITY POLE = CENTERLINE = CALCULATED DATA = CERTIFIED CORNER RECORD = CONCRETE MONUMENT = COUNTY ROAD = CRANE CREEK DRAINAGE DISTRICT - VALVE ILINIANOWNI P.W.&M.E. PSM PLS = VALVE COVER (GAS) - VALVE COVER (WATER) (D) = DEED BOOK - POINT ON TANGENT = DEMOLITION - POINT OF TANGENCY = DIAMETER = PROJECT = PROJECT = RADIUS = RANGE = REGISTERED LAND SURVEYOR = RIGHT = RIGHT OF WAY = DRIVE - DRIVEWAY EOP EXIST = EXISTING = DELTA (CENTRAL ANGLE) = ROAD = STRAIGHT END WALL = FEDERAL = FLORIDA POWER & LIGHT COMPANY FP&L = SAINT JOHN'S HERITAGE PARKWAY = FOUND = SET IRON ROD & CAP "FDOT LB 7917" = FIELD DATA (SEE GENERAL NOTE 4) - SET N&D "FDOT LE 7917" - STATE ROAD = FLORIDA DEPARTMENT FDOT = STATION OF TRANSPORTATION - STREET # HOG WIRE FENCE - SIDEWALK

= TANGENT LENGTH

= TANGENT BEARING = TEMPORARY CONSTRUCTION FASEMENT

= TOWNSHIP
- TRUSTLES OF THE INTERNAL IMPROVEMENT TRUST FUND
- UTILITY FASEMENT
- WITH
- WATER RETENTION AREA
- WOOD BOARD FENCE

BREVARD COUNTY, FLORIDA
PUBLIC WORKS DEPARTMENT

Exhibit C

ROAD PLAT BOOK , PAGE

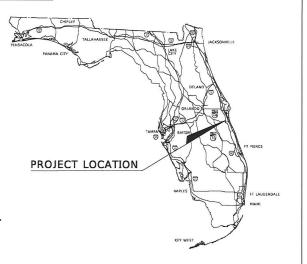
RIGHT OF WAY MAP

SECTION No 70000 FP No 426905-2 ELLIS RD

FROM: CR 511 (JOHN RODES BLVD)

TO: CR 509 (WICKHAM RD)

IN SECTIONS 25, 26, 34, 35, AND 36 TOWNSHIP 27 SOUTH, RANGE 36 EAST



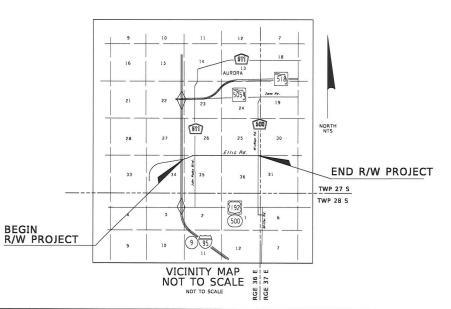
GENERAL NOTES

= IDENTIFICATION

= IRON PIPE = IRON ROD = IRON ROD & CAP = LANDS DESCRIBED IN = ARC LENGTH = LICENSED BUSINESS = LICENSED SURVEYOR

- INGRESS/EGRESS

- THIS RIGHT OF WAY MAP IS SUPPORTED BY A RIGHT OF WAY CONTROL SURVEY, SECTION 70000
 FF No. 42895-2, DATED LIDUIZOZI, PREPARED UNDER THE RESPONSIBLE CHARGE OF THOMAS
 MUSTERD, LIDUIDA PROFESSIONES SURVEYOR AND MAPPER NO 5770, FILED IN THE BREVALOH
 OF WAY CONTROL SURVEY, SECTION 70220, FF NO. 42895-3, DATED DISPOZOZIE, FALEPARED
 UNDER THE RESPONSIBLE CHARGE OF THOMAS HASELDA, PROFESSIONAL SURVEYOR AND MAPPER
 NO. 5770, FILED IN THIS SURVEYING AND MAPPIRE UNTO GF THE FLORIDA DEPARTMENT OF
 THANSPORTATION, DISTRICT, FIVE OPTICE, DELADO, CONDIDA.
- 2. THE BEARINGS AND COORDINATES SHOWN HEREON ARE GRID AND ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1989 NORTH MERCICAN DATUM, 1996 ADJUSTMENT, AS STRAILSHEED BY THE FLORIDA DEARMENT OF TRANSPORTATION, DISTRICT FIVE PROJECT PRIMARY HORIZONFAL CONTROL REVINOR (PIPCU) 4225, PIRCU BY THE TOOT, DISTRICT FIVE OFFICE DEALD, STAND BY THE TOOT, DISTRICT FIVE OFFICE DEALD STAND BY THE OFFICE DEALD BY THE TOOT, DISTRICT FIVE OFFICE DEALD STAND BY THE OFFICE DEALD BY THE OFFICE DEALD
- 3. THE CURVE DATA ITANGENT AND LENGTHI AND THE CENTERLINE OF SURVEY STATIONING HAS BEEN CALCULATED MASED ON THE CENTRAL ARGLE OF THE CURVES LEPRESSED TO DISCTEMENT (BOLD) OF ACCOUNTS AND THE CONDIGINAT UNLES FOR THE "CONTINUE TO THE CONTINUE TO ATTENDED TO ATTENDED THE CONTINUE AND THE STATION OF ACCOUNTS OF A THE CONTINUE AND THE STATION AND THE CONTINUE AN
- 4. UNLESS OTHERWISE NOTED ALL THE DATA DESIGNATED AS (F) IS TAKEN FROM THE RIGHT OF WAY CONTROL SURVEYS REFERENCED IN GENERAL NOTE 1 ABOVE.
- 5. ONLY THE FIXED IMPROVEMENTS PERTINENT TO THE PARCELS BEING ACQUIRED ARE SHOWN HEREON,
- THE CENTERLINE OF SURVEY WAS STAKED ON A PROPORTIONAL DISTANCE BETWEEN THE MAJOR CONTROL POINTS, SO THE CENTERLINE STATIONS WILL COINCIDE WITH THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 1990 ADJUSTMENT.
- 7. THE EXISTING RIGHT OF WAY LINES AS SHOWN HEREON ARE BASED UPON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAR'S SECTION 20220, PF No 40865-3, SECTION 2000. FF No 40867-1, ACCORD THE ANDION RAZ TOLEGATION, AS DEPICTED HEREON, THE RESTRICT DEPARTMENT GAME CREEK DANAMED ESTRICT UNRECORDED WAY OF RECLAMATION FAIR IN TOWNSHIPS 27 & 22, RANGES 36 & 37.
- 9. ALL OFFICIAL RECORDS AND PLATS REFERENCED HEREIN ARE RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- 10. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
- 12. PROPERTY BOUNDARIES HAVE BEEN DETERMINED FROM FIELD SURVEY, PLATS OF RECORD AND RECORD TITLE.
- 13. ALL SURVEY MONUMENTATION FOUND OR SET IS AT OR NEAR GRADE, UNLESS NOTED OTHERWISE.
- 14. CITY LIMITS SHOWN HEREON TAKEN FROM BREVARD COUNTY GIS SHAPEFILES



THIS MAP IS NOT A SURVEY ELLIS RD FROM CR 511 (JOHN RODES BLVD) TO CR 509 (WICKHAM RD)

RIGHT OF WAY MAP

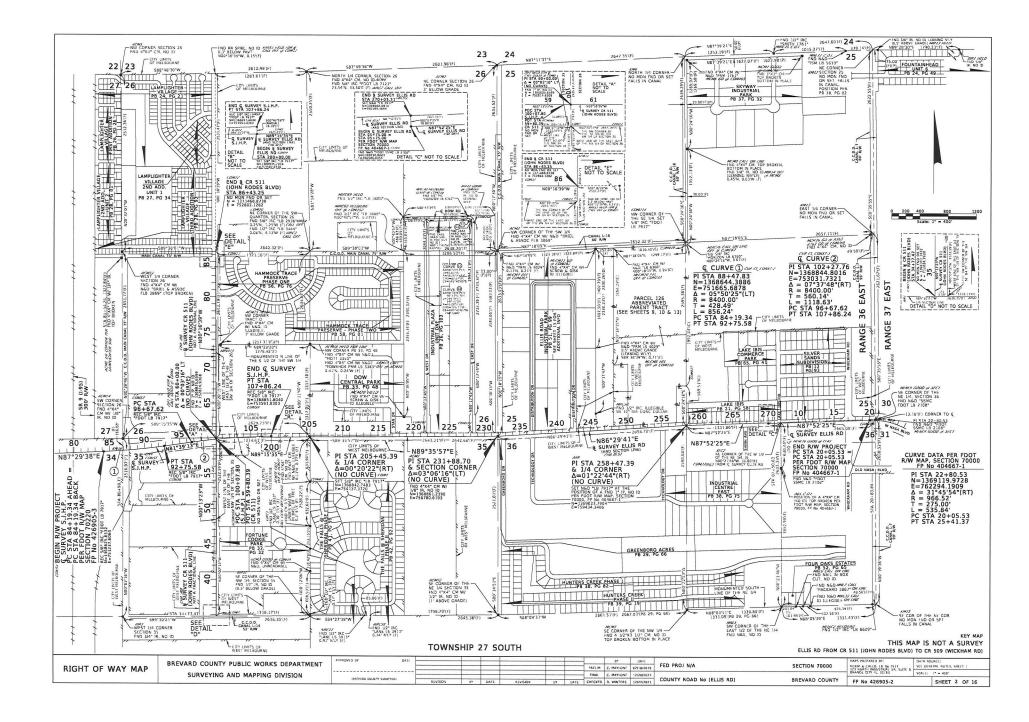
BREVARD COUNTY PUBLIC WORKS DEPARTMENT
SURVEYING AND MAPPING DIVISION

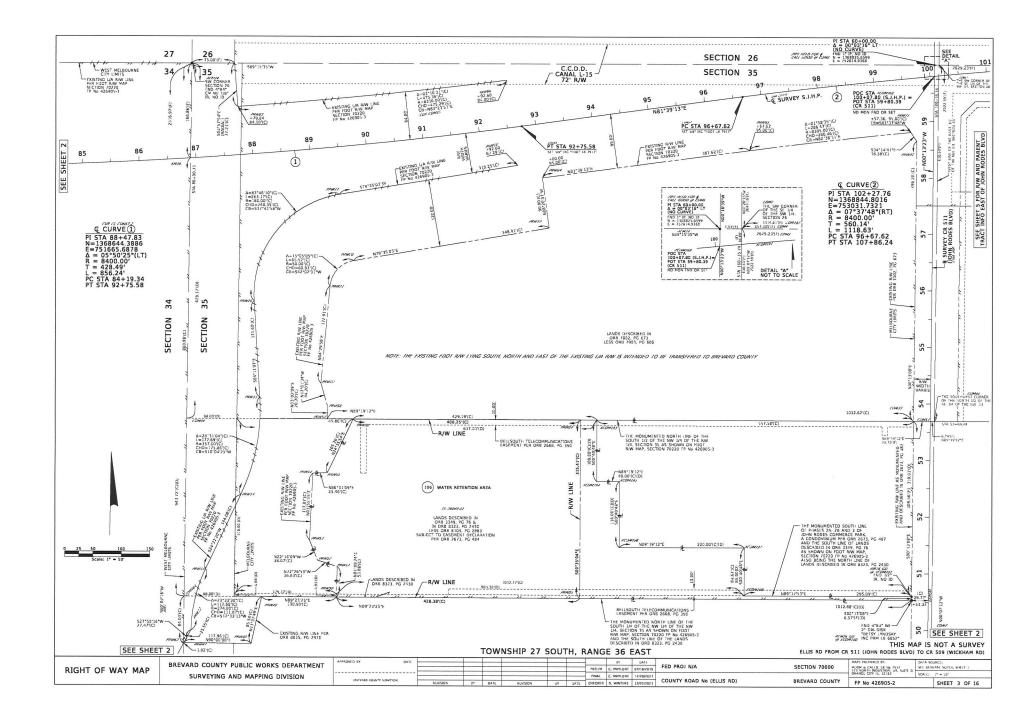
BREVARD COUNTY PUBLIC WORKS DEPARTMENT
SURVEYING AND MAPPING DIVISION

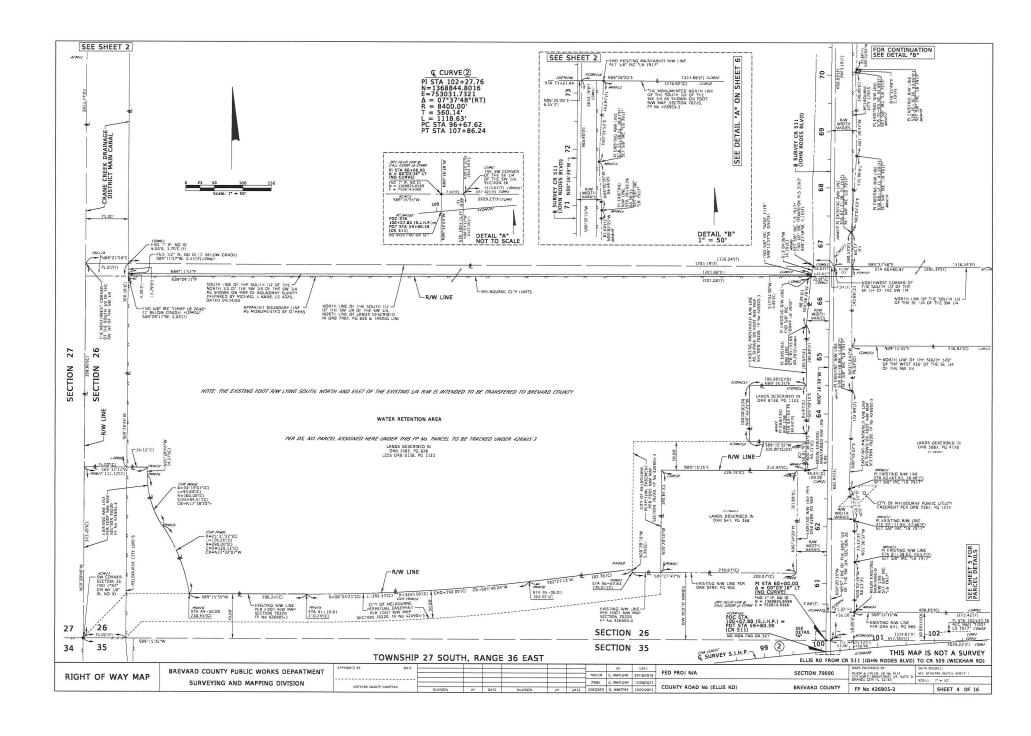
BREVARD COUNTY PUBLIC WORKS DEPARTMENT

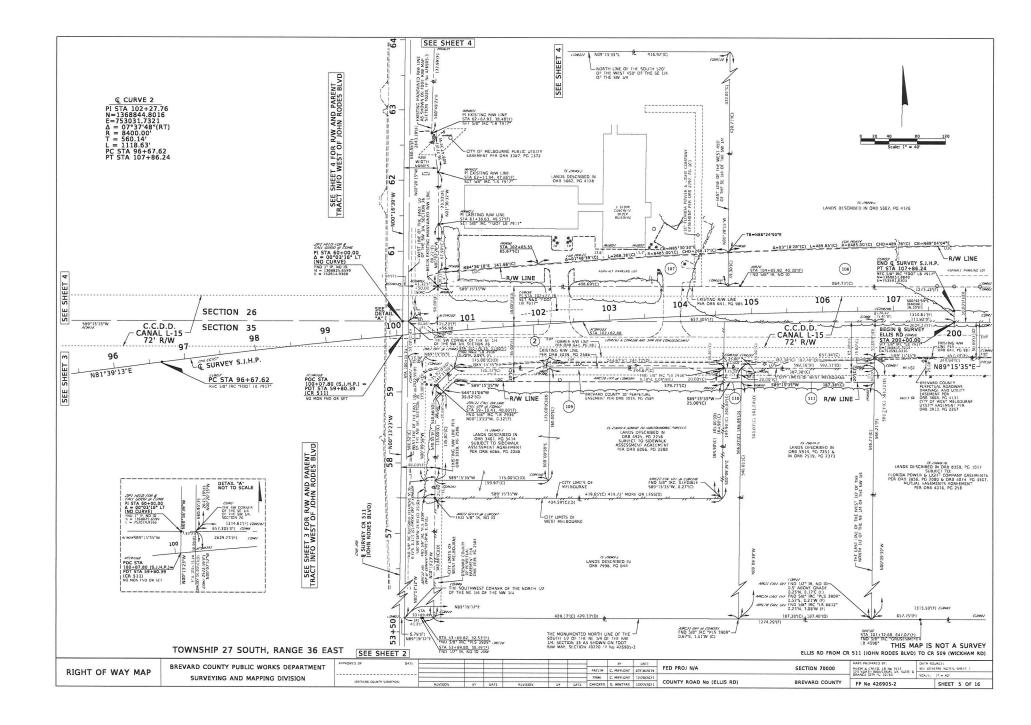
BREVARD COUNTY PUBLIC WORKS DEPARTMENT

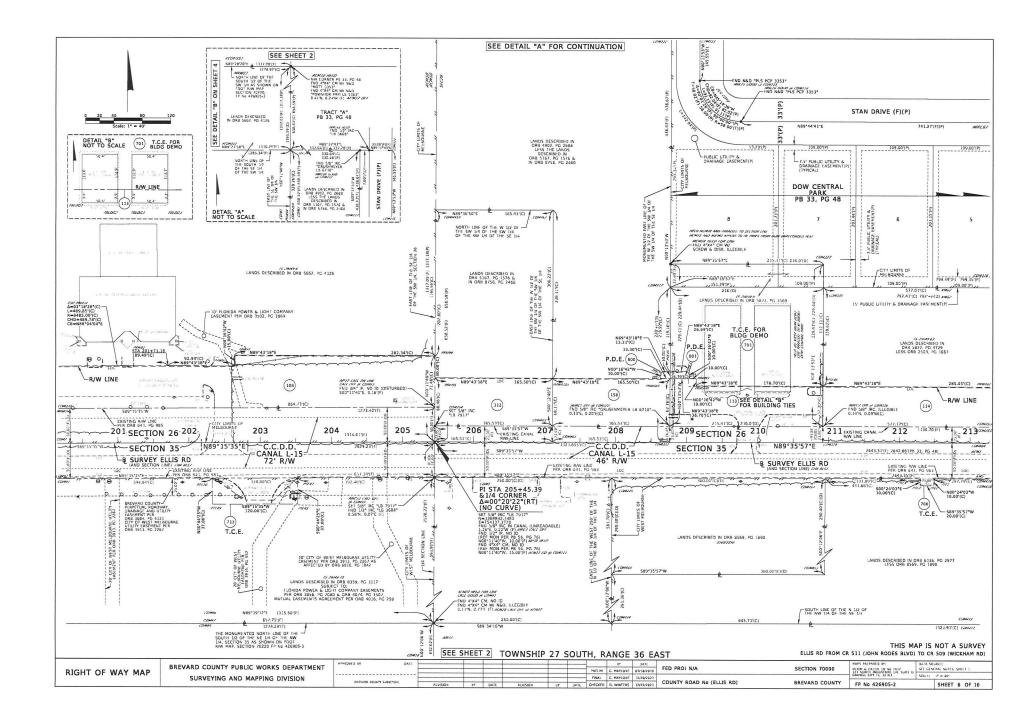
BREVARD COUNTY OF DATE OF DATE

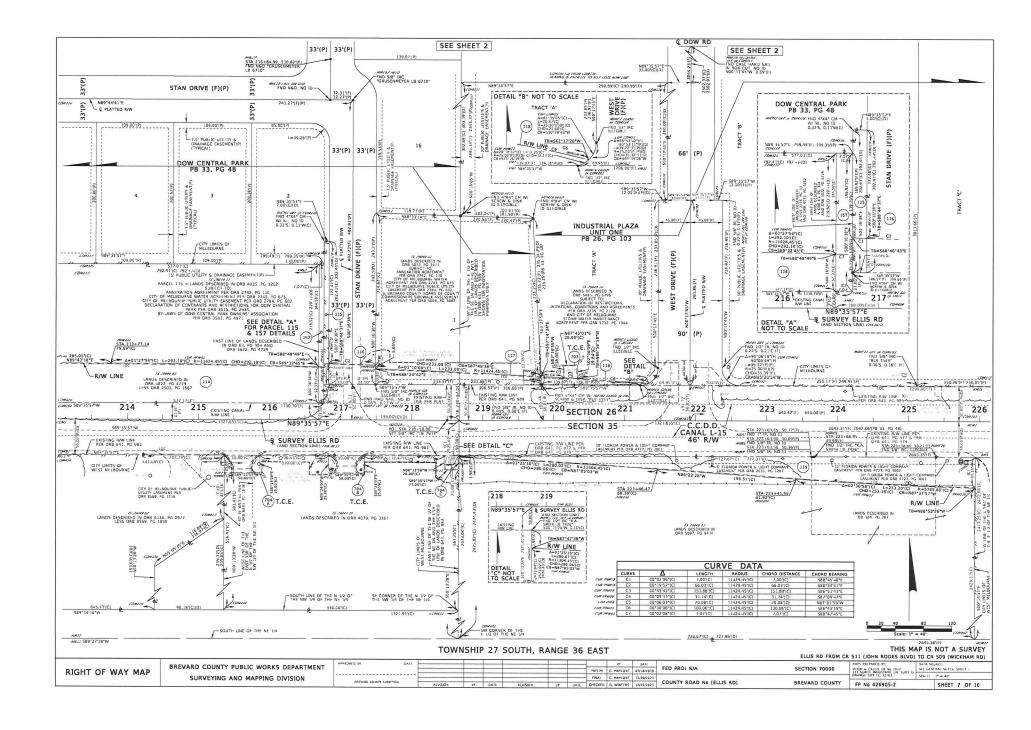


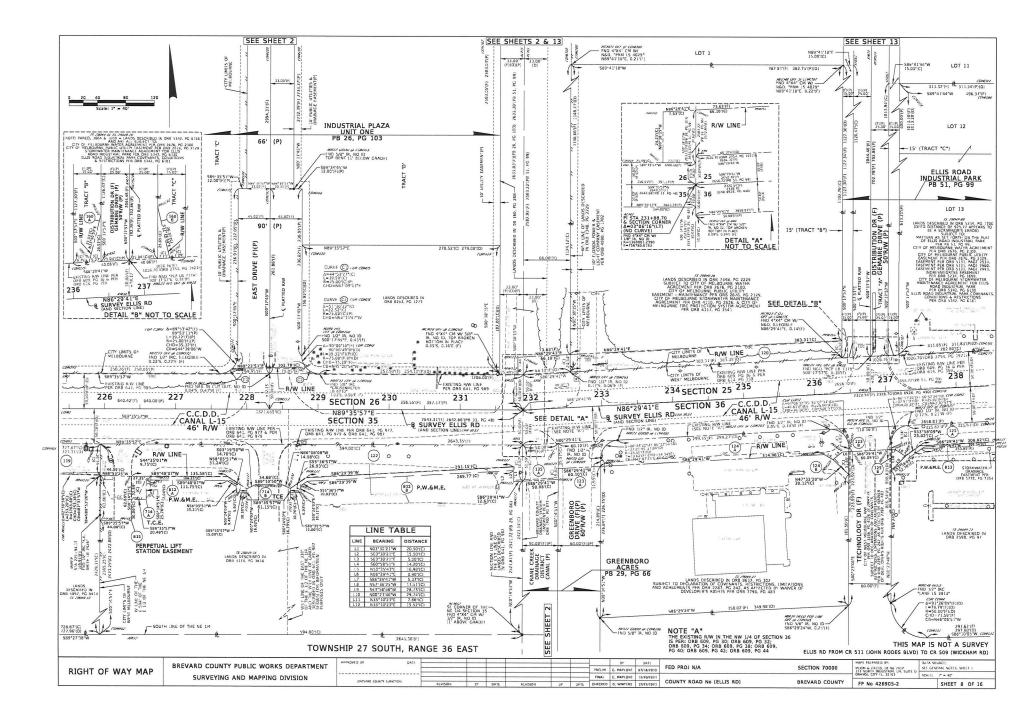


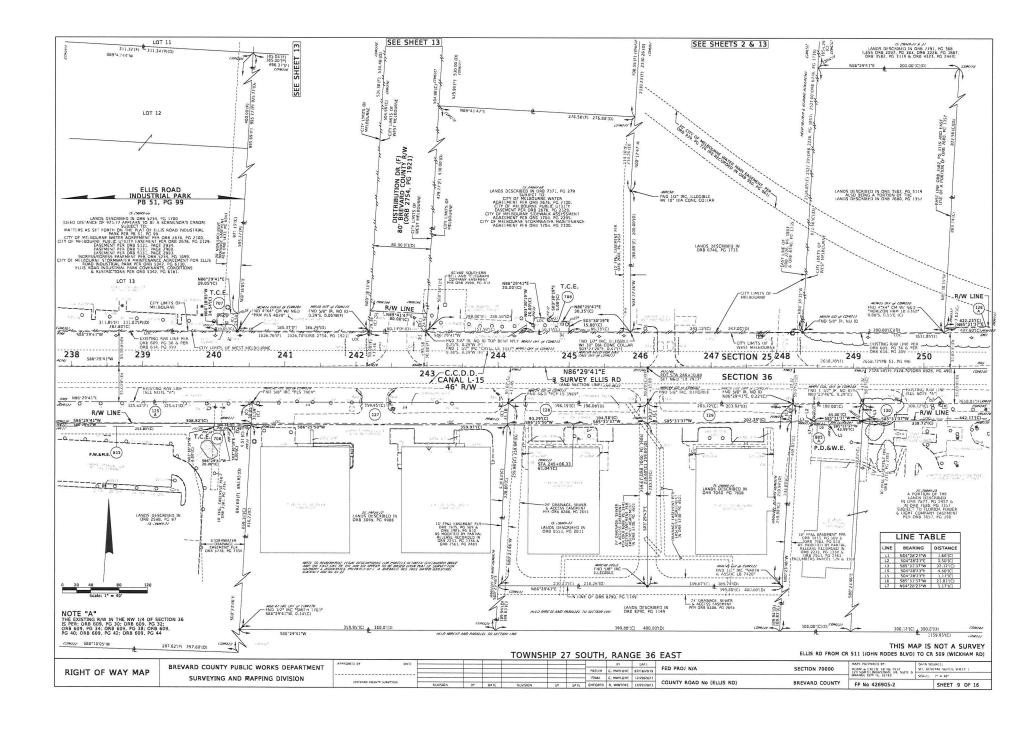


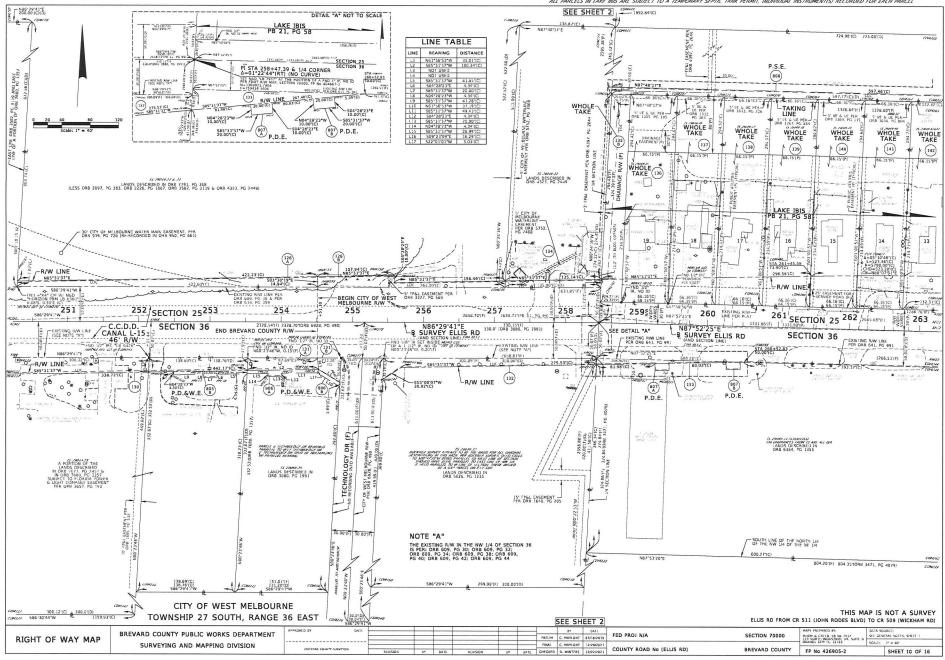


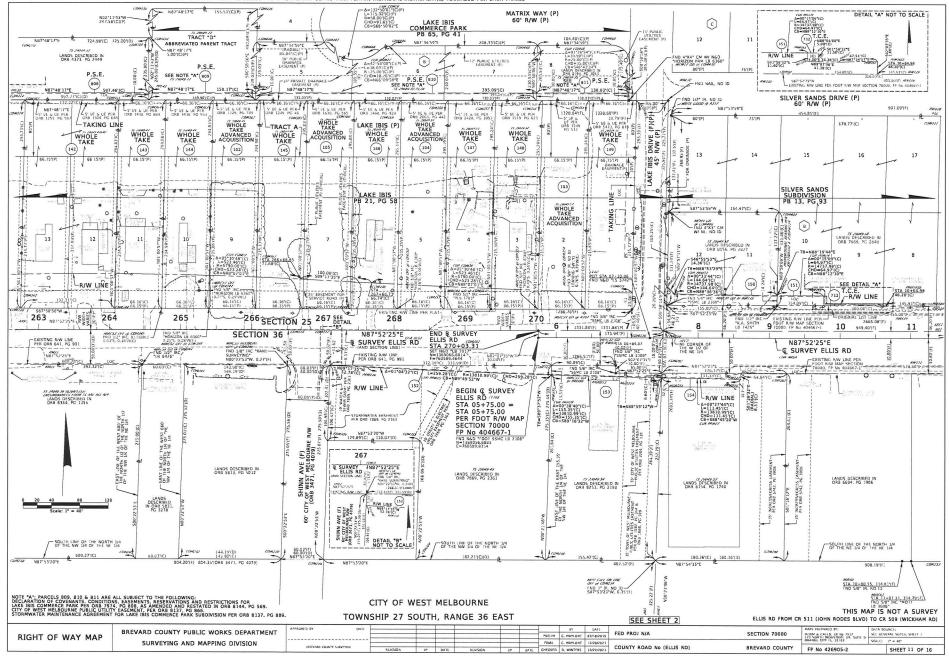


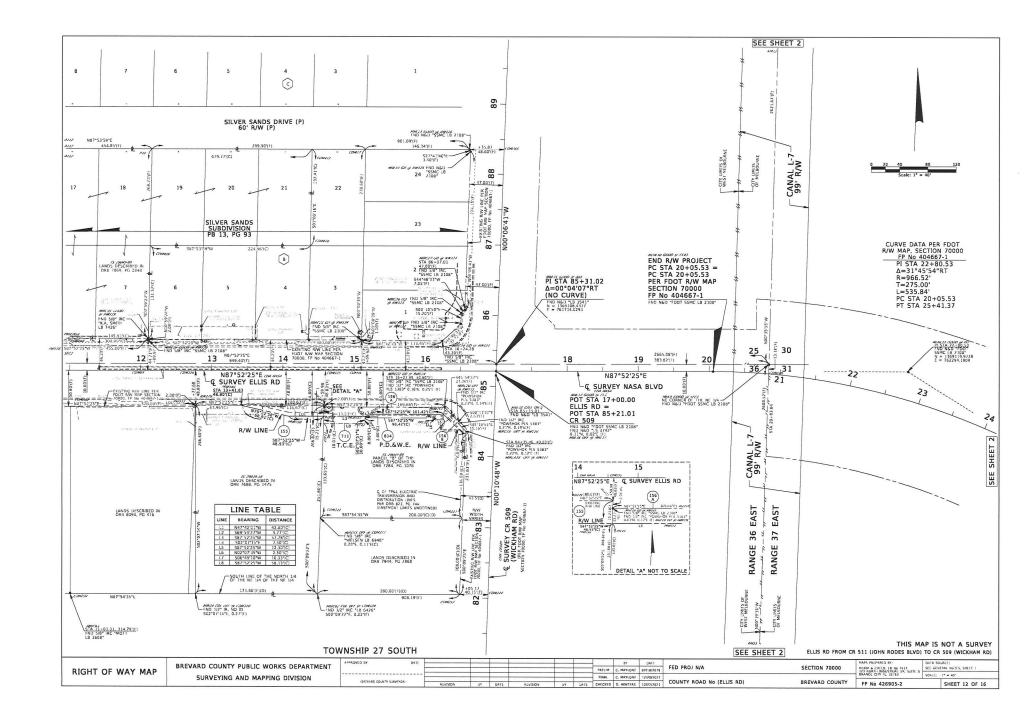


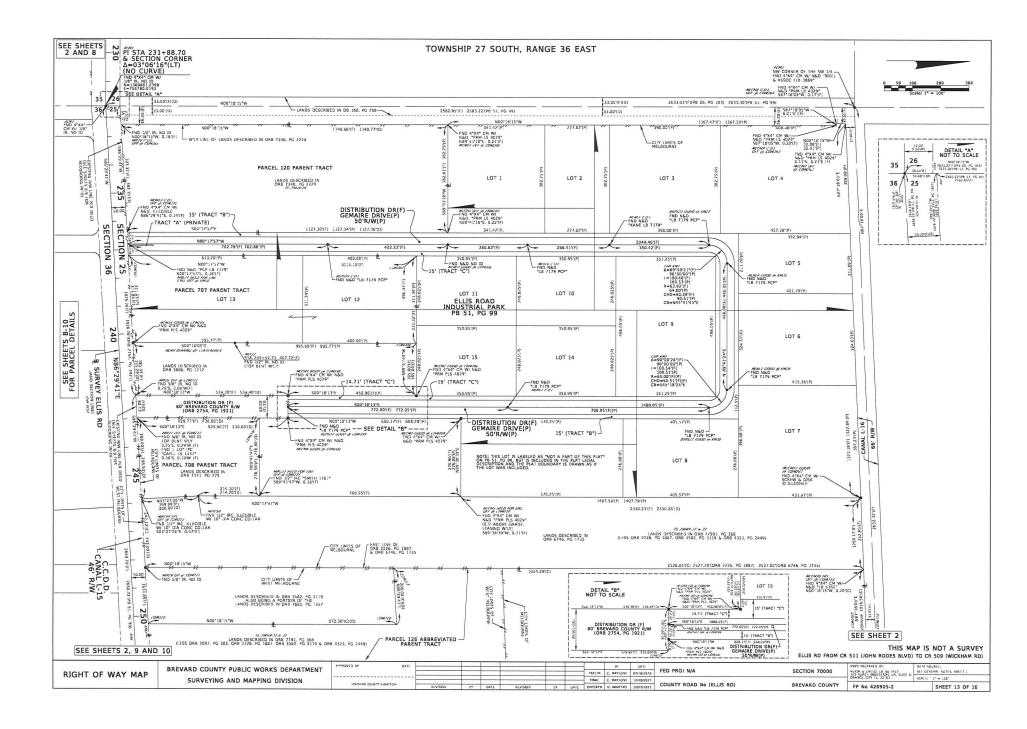












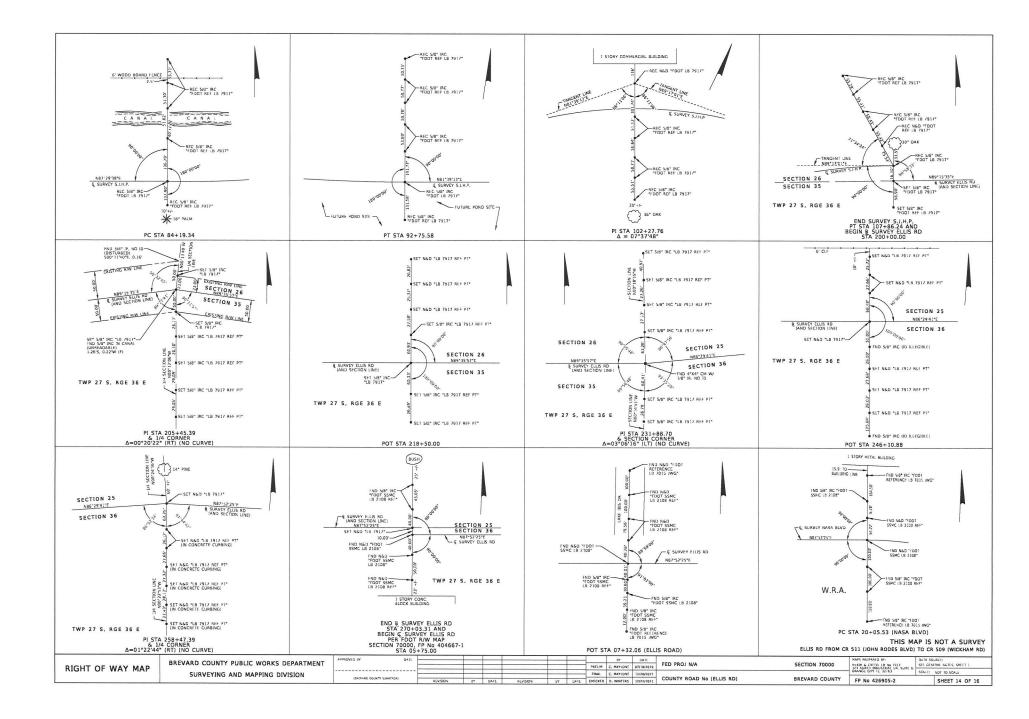


	TABLE					OF	OWNERSHIPS			
	PARCEL No	SHEET No	NAME	AREA TAKEN	REMA LEFT	INDERS RIGHT	COMMENTS	RECORDING DATA	REVISIONS	
	100	N/A	NOT USED	N/A	N/A	N/A			REVISION	BV
	101	N/A	NOT USED	N/A	N/A	N/A				
TS 29049-45 TS 29049-53	102	11	VAUGHN DEVELOPMENT, LLC VAUGHN DEVELOPMENT, LLC	19,510 SF	0 SF	N/A	WHOLE TAKE, ADVANCED ACQUISITION - WATER RETENTION AREA	ORB 7530, PG 315		
75 29049-50	104	11	VAUGHN DEVELOPMENT, ELC	19,533 SF 19,523 SF	0 SF	N/A N/A	WHOLE TAKE, ADVANCED ACQUISITION - WATER RETENTION AREA WHOLE TAKE, ADVANCED ACQUISITION - WATER RETENTION AREA	ORB 7530, PG 319 ORB 7534, PG 1630		
TS 29049-47	105	11	VAUGHN DEVELOPMENT, LLC	19,516 SF	0 SF	N/A	WHOLE TAKE, ADVANCED ACQUISITION - WATER RETENTION AREA	ORB 7534, PG 1630		
TS 29049-61	106	3	BRYAN RUSSELL	3.244 AC	N/A	0.902 AC	WATER RETENTION AREA	ORD 7330, 10 320		
TS 29049-2	107	5	CYPRESS COMPLEX, LLC	14,698 SF	4.128 AC	N/A				
TS 29049-6	108	5 & 6	HICKORY COMPLEX, LLC	1.234 AC	31.633 AC	N/A				
29049-3 G 29049-4	109	5	INTERCONTINENTAL TRADE AND MANAGEMENT, LLC	8,096 SF	N/A	1.525 AC				
75 29049-5	110	5	JOHN D. SULLIVAN AND THEODORA SULLIVAN	500 SF	N/A	3.849 AC				
75 29049 7	111	5	JOHN A. CHRISTIANO AND DAVID C. HALLQUIST	3,748 SF	N/A	2.349 AC				
75 29049-8	112	6	KILMER PROPERTIES, INC. AND INDUSTRIAL ROAD PROPERTIES, LLC	11,303 SF	0.904 AC	N/A				
75 29049 9	113	6	CLAUDE H. VANDIVER AND SHIRLEY S. VANDIVER, AS CO-TRUSTEES OF THE CLAUDE H. VANDIVER TRUST	12,759 SF	0.842 AC	N/A				
TS 29049-63 TS 29049-11	114	6 & 7 7	THOMAS E. O'BRIEN AND VERA O'BRIEN, AS TRUSTEES OF THE THOMAS E. O'BRIEN AND VERA O'BRIEN TRUST DOW CENTRAL PARK OWNERS ASSOCIATION, INC.	0.743 AC 210 SF	1.866 AC 1207 SF	N/A N/A				
15 25045 11	116	7	CITY OF MELBOURNE	1,908 SF	N/A	N/A N/A				
15 29049 12	117	7	CLAUDE H. VANDIVER AND SHIRLEY S. VANDIVER, AS CO-TRUSTEES OF THE CLAUDE H. VANDIVER TRUST	4,195 SF	1.148 AC	N/A				
TS 29049-14	118	7	Y ENTERPRISES, LLC	1,174 SF	2.928 AC	N/A				
TS 29049-13	119	7 & 8	ARIDIAN PUBLISHING CORPORATION	17.399 SF	N/A	40.959 AC				
TS 29049-16	120	8	HDC EQUITIES, INC.	9,391 SF	9.784 AC	N/A				
049-18 & 29049-20	121	N/A	NOT USED	N/A	N/A	N/A				
TS 29049-15	122	8	FLORIDA POWER AND LIGHT COMPANY	0.603 AC	N/A	33.114 AC				
I	123	8	CITY OF WEST MELBOURNE	4.651 SF	N/A	N/A				
15 29049 11	124	8	7705 PARTNERS, LLC	12,594 SF	N/A	1.712 AC				
TS 29049 21	125	8 & 9	ELLIS ROAD INDUSTRIAL COMPLEX, LLC	10.965 SF	N/A	6.847 AC				
TS 29049-27 6 31	126	9 & 10	ROBERT L. COCHRAN JR., AS PERSONAL REPRESENTATIVE OF THE ESTATE OF EVA MAE COCHRAN	7.782 SF	53.083 AC	N/A	ABBREVIATED PARENT TRACT			
TS 29049-22 TS 29049-23	127	9	ELLIS PROPERTIES, INC.	11,281 SF	N/A	3.453 AC				
75 29049-24	128	9	NAVIS AUREA, LLC	6,026 SF	N/A	1.073 AC				
29049-25, 26 6 28	129	9 6 10	MV 51 INVESTMENTS, LLC INDIGO OF BREVARD, LLC AND WILKIE PROPERTIES, LLC	5,594 SF	N/A	1.044 AC				
15 29049-29	131	10	CODISCO INTERNATIONAL, LLC	11,954 SF 1,852 SF	N/A N/A	4.909 AC 0.957 AC				
75 29049-32	132	10	BS-MELBOURNE FL, LLC	3,499 SF	N/A	2.808 AC				
TS 29049-34	133	10	BOOZER PROPERTIES, LLC	879 SF	N/A	3.767 AC				
TS 29049-33	134	10	SECUREWAY SELF STORAGE, LLC	1,425 SF	4.920 AC	N/A				
	135A	8	CITY OF WEST MELBOURNE	2,530 SF	N/A	N/A				
AINAGE ROW NO TS	1358	10	CITY OF WEST MELBOURNE	8.300 SF	N/A	N/A	WHOLE TAKE - WATER RETENTION AREA		-	
TS 29049-35	136	10	SURFSIDE ENTERPRISES OF BREVARD, LLC	19,476 SF	0 SF	N/A	WHOLE TAKE - WATER RETENTION AREA			
75 29049-36	137	10	NORMA BLACK	19,479 SF	0 SF	N/A	WHOLE TAKE - WATER RETENTION AREA			
75 29049-37	138	10	JERRY LORTON AND JAMES LORTON	19,483 SF	0 SF	N/A	WHOLE TAKE - WATER RETENTION AREA			
75 29049-38	139	10	TAMMY L. MULLON	19,486 SF	0 SF	N/A	WHOLE TAKE - WATER RETENTION AREA			
15 29049-39	140	10	THE HEIRS/DEVICEES OF THE ESTATE OF AGNES COOOPER, DECEASED	19,489 SF	0 SF	N/A	WHOLE TAKE - WATER RETENTION AREA			
TS 29049-40 TS 29049-41 & 42	141	10	PFTER ROGELL AND CINDY L. ROGELL	19,493 SF	0 SF	N/A	WHOLE TAKE - WATER RETENTION AREA			
75 29049-47 & 42 75 29049-43	143	10 & 11	PETER L. ROGELL	38.996 SF	0 SF	N/A	WHOLE TAKE - WATER RETENTION AREA			
15 29049-44	144	11	CYNTHIA E, PEACOCK DANIEL L, WHEELER AND EVELYN M, WHEELER	19,503 SF 19,506 SF	0 SF	N/A N/A	WHOLE TAKE - WATER RETENTION AREA WHOLE TAKE - WATER RETENTION AREA			
15 29049-46	145	11	JAKE KEO	19,506 SF 19,513 SF	0 SF	N/A N/A	WHOLE TAKE - WATER RETENTION AREA WHOLE TAKE - WATER RETENTION AREA			
75 29049-49	146	11	GLORIA G. ASHBURN	19,513 SF	0 SF	N/A N/A	WHOLE TAKE - WATER RETENTION AREA WHOLE TAKE - WATER RETENTION AREA			
75 29049-51	147	11	QUALITY HOMES OF PALM BAY, INC.	19,527 SF	0 SF	N/A	WHOLE TAKE - WATER RETENTION AREA			
TS 29049 52	148	11	JUDITH JONES BACHELOR, ET AL	19.530 SF	0 SF	N/A	WHOLE TAKE - WATER RETENTION AREA			
TS 29049·55	149	11	DWA PROPERTIES, LLC	19.537 SF	0 SF	N/A	WHOLE TAKE - WATER RETENTION AREA			
TS 29049-56	150	11	LELIEVRE ELLIS RD PROPERTIES, LLC	2,395 SF	17.981 SF	N/A				
15 29049 58	151	11	LMA REALTY, LLC	1,075 SF	3.024 AC	N/A				
TS 29049-48	152	11	R & A MOTORSPORTS, LLC	2,356 SF	N/A	1,415 AC				
75 29049-54	153	11	5 STAR SERVICE CENTER, INC.	1,720 SF	N/A	0.926 AC				
TS 29049-57	154	11	DAS 7621, LLC	839 SF	N/A	1.062 AC				
75 29049-59	155	12	7615 ELLIS RO, LLC	1,259 SF	N/A	1.049 AC				
TS 29049-60	156	12	LEGGIO PROPERTIES, LLC	2.209 SF	N/A	0.658 AC				
780	157	7	JOHN W. YOUNG	369 SF	1,023 SF	N/A				
75 29049-8	158	6	LINDA HURLEY AND BETH TOTH, INDIVIDUALLY AND SUCCESSOR CO-TRUSTEES OF THE JOHN HENRY HAMLETT IR AND LENA IMOGENE HAMLETT TRUST AGREEMENT	11,244 SF	3.405 AC	N/A				
	159	N/A	NOT USED							
TS 29049-18 & 20	160	N/A 8	NOT USED ELLIS ROAD INDUSTRIAL PARK OWNERS ASSOCIATION, INC.	369 SF 153 SF	1,023 SF 0.734 AC	N/A				
	100		LELD NORD MODEL TARK DWINERS ASSOCIATION, INC.	103 51	0.734 AC	N/A	ABBREVIATED PARENT TRACT(S)			
				+	+	-				
					1					

PARCEL NUMBER ID.

800-899

900-999

TYPE USE

PERPETUAL EASEMENTS

LICENSE

BREVARD COUNTY PUBLIC WORKS DEPARTMENT

SURVEYING AND MAPPING DIVISION

PARCEL NUMBER ID.

100-699

700-799

IRREVARD COUNTY SURVEYORS

TYPE USE

DEEDS OF ALL TYPES

TEMPORARY EASEMENTS

DATA SOUNCE:
127 NORTH MODIFIED IS NO HEIZ
127 NORTH MODIFIED IS NO HEIZ
128 NORTH MODIFIED IS SURE D

SCALE: NA

FP No 426905-2

SHEET 15 OF 16

SECTION 70000

BREVARD COUNTY FP No 426905-2

i		TABLE			OF		OWNERSHIPS		
PARCEL No	SHEET No	NAME	AREA TAKEN	REMAI LEFT	RIGHT	COMMENTS	RECORDING DATA	REVISIONS	
				-	-			REVISION	81
700	6	MADISON HOLDINGS OF BREVARD, LLC	200 SF	N/A	7.403 AC	TEMPORARY CONSTRUCTION EASEMENT			
701	6	CLAUDE H. VANDIVER AND SHIRLEY S. VANDIVER, AS CO-TRUSTEES OF THE CLAUDE H. VANDIVER TRUST	0.835 AC	SEE PARCEL 113	N/A	TEMPORARY CONSTRUCTION EASEMENT			
702	N/A	NOT USED	N/A	N/A	N/A	TEMPORARY CONSTRUCTION EASEMENT			
703	7	Y ENTERPRISES, LLC	378 SF	SEE PARCEL 118	N/A	TEMPORARY CONSTRUCTION EASEMENT			
704	7	CARL W. CHAMPION AND PATRICIA L. CHAMPION	2,920 SF	N/A	4.404 AC	TEMPORARY CONSTRUCTION EASEMENT			
705	N/A	NOT USED	N/A	N/A	N/A	TEMPORARY CONSTRUCTION EASEMENT			
706	9	ELLIS ROAD INDUSTRIAL COMPLEX, LLC IRA FOOD SERVICE, LLC	120 SF 712 SF	N/A	SEE PARCEL 125	TEMPORARY CONSTRUCTION EASEMENT TEMPORARY CONSTRUCTION EASEMENT			
708	9	MORGAN BRO. SUPPLY INCORPORATED	855 SF	7.179 AC 2.705 AC	N/A N/A	TEMPORARY CONSTRUCTION EASEMENT			
709	N/A	NOT USED	N/A	N/A	N/A	TEMPORARY CONSTRUCTION EASEMENT			
710	N/A	NOT USED	N/A	N/A	N/A	TEMPORARY CONSTRUCTION EASEMENT			
711	12	LEGGIO PROPERTIES, LLC	580 SF	N/A	SEE PARCEL 156	TEMPORARY CONSTRUCTION EASEMENT			
712	11	LMA REALTY, LLC	57 SF	SEE PARCEL 151	N/A	TEMPORARY CONSTRUCTION EASEMENT			
713	6	CHW INVESTMENTS, INC.	4,440 SF	N/A	8.778 AC	TEMPORARY CONSTRUCTION EASEMENT			
714	8	FLORIDA POWER AND LIGHT COMPANY	1,996 SF	N/A	SEE PARCEL 122	TEMPORARY CONSTRUCTION EASEMENT			
.									
									-
.		TINDA HURLEY AND RETH TOTH INDIVIDUALLY AND SUCCESCOR CO. TRUSTEES OF		-					-
800	6	LINDA HURLEY AND BETH TOTH, INDIVIDUALLY AND SUCCESSOR CO-TRUSTEES OF THE JOHN HENRY HAMLETT JR AND LENA IMOGENE HAMLETT TRUST AGREEMENT	133 SF	SEE PARCEL 112	N/A	PERPETUAL DRAINAGE EASEMENT			
801	6	CLAUDE H. VANDIVER AND SHIRLEY S. VANDIVER NOT USED	267 SF	SEE PARCEL 113	N/A	PERPETUAL DRAINAGE EASEMENT			
802	N/A N/A	NOT USED	N/A	N/A	N/A				
803	N/A	NOT USED	N/A	N/A	N/A				-
805	9 & 10	INDIGO OF BREVARD, LLC AND WILKIE PROPERTIES, LLC	N/A 869 SF	N/A N/A	N/A SEE PARCEL 130	PERPETUAL DRAINAGE AND WALL EASEMENT			
806	10	CODISCO INTERNATIONAL, LLC	715 SF	N/A	SEE PARCEL 131	PERPETUAL DRAINAGE AND WALL EASEMENT			
807	10	BOOZER PROPERTIES, LLC	400 SF	N/A	SEE PARCEL 133	PERPETUAL DRAINAGE EASEMENT			
808	10 & 11	SECUREWAY SELF STORAGE, LLC	5,976 SF	N/A	SEE PARCEL 134	PERPETUAL SLOPE/HARMONIZING EASEMENT			
809	11	ROBERT L. COCHRAN JR., AS TRUSTEE OF THE EVA MAE COCHRAN REVOCABLE TRUST	1.501 SF	1.727 AC	N/A	PERPETUAL SLOPE/HARMONIZING EASEMENT			
810	11	MELBOURNE CENTER INC	3,951 SF	1.937 AC	N/A	PERPETUAL SLOPE/HARMONIZING EASEMENT			
811	11	NATHAN HAMMOND	1,300 SF	0.626 AC	N/A	PERPETUAL SLOPE/HARMONIZING EASEMENT			
812	8	FLORIDA POWER AND LIGHT COMPANY	2,302 SF	N/A	SEE PARCEL 122	PERPETUAL WALL AND MAINTENANCE EASEMENT			
813	8 & 9	FLLIS ROAD INDUSTRIAL COMPLEX, LLC	1.579 SF	N/A	SEE PARCEL 125	PERPETUAL WALL AND MAINTENANCE FASEMENT			
814	12	LEGGIO PROPERTIES, LLC	570 SF	N/A	SEF PARCEL 156	PERPETUAL DRAINAGE AND WALL EASEMENT			
815	8	FLORIDA POWER AND LIGHT COMPANY	2,789 SF	N/A	SEE PARCEL 122	PERPETUAL LIFT STATION EASEMENT			
. —									
. —	-								
. ———	-								_
	-								
				-					
	-		_						
. —				-					
				-					
				+					
				-					
									-
									-

PARCEL NUMBER ID.

800-899

900-999

TYPE USE

PERPETUAL EASEMENTS

LICENSE

PARCEL NUMBER ID.

100-699

(BREWARD COUNTY SURVEYOR)

BREVARD COUNTY PUBLIC WORKS DEPARTMENT

SURVEYING AND MAPPING DIVISION

TYPE USE

DEEDS OF ALL TYPES

TEMPORARY EASEMENTS

MAPS PREPARED BY:
MCCMIG. CRIFE. IS NO 7917
IST NORTH MODISTRAF L. PR. SUITE D
DRAWGE CITY PL. 32763

SCALE: MA

SHEET 16 OF 16

SECTION 70000

BREVARD COUNTY FP No 426905-2

| PAFLIM C. MAYONE 11/11/2019 | FED PROJ N/A | | PAFLIM C. MAYONE 11/11/2019 | FED PROJ N/A | | PAFLIM C. MAYONE 11/11/2019 |

LOCATION MAP

Section 25, 26, 34, 35, 36, Township 27 South, Range 36 East - District: 5

PROPERTY LOCATION: on Ellis Road from John Rodes Boulevard to west of Wickham Road

