

BOARD OF COUNTY COMMISSIONERS

AGENDA REVIEW SHEET

AGENDA: Drainage Easement from The Viera Company for the Viera Boulevard
Commercial Center Project – District 4.

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lucy Hamelers, Land Acquisition Supervisor

CONTACT PHONE: 321-350-8336 (58336)

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor	<u></u>	<u> </u>	<u>10-23-2020</u>
COUNTY ATTORNEY Christine Schverak Assistant County Attorney	<u>cms</u>	<u> </u>	<u>10-24-2020</u>

AGENDA DUE DATE: November 3, 2020 for the November 10, 2020 Board meeting

Prepared by and return to: Page Whittle
Public Works Department, Land Acquisition
2725 Judge Fran Jamieson Way, A204, Viera, Florida 32940
A portion of Interest in Tax Parcel ID: 25-36-33-XE-C-1

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT (this "Drainage Easement") is made this 12th day of OCTOBER 2020, between The Viera Company, a Florida corporation ("**Grantor**"), whose address is 7380 Murrell Road, Suite 201, Viera, Florida 32940, as the grantor, and Brevard County, a political subdivision of the State of Florida ("**Grantee**"), whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, as the Grantee, for the use and benefit of the Grantee. Central Viera Community Association, Inc., a Florida not-for-profit corporation ("**CVCA**"), whose address is 7380 Murrell Road, Suite 201, Viera, Florida 32940, joins in the execution of this Drainage Easement.

WITNESSETH: That Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration paid, the receipt of which is acknowledged, grants unto Grantee, and its successors and assigns, a perpetual non-exclusive easement commencing on the above date for the purposes of allowing for drainage and flowage of stormwater and groundwater, and a perpetual access easement for the purposes of emergency maintenance to restore drainage flow and other allied uses pertaining thereto, over, under, upon, above, and through the following lands:

The land affected by the granting of the easement is located in Section 33, Township 25 South, Range 36 East, Brevard County, Florida, and being more particularly described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

including the right of ingress and egress onto the easement area as may be necessary for the full use and enjoyment by Grantee of its easement. Grantor shall have full use and enjoyment of the easement area, but shall not make any improvements within the easement area which will unreasonably interfere with the easement granted herein. Notwithstanding the foregoing, the parties acknowledge and agree that a driveway and related above-ground improvements (including, without limitation, landscaping) shall be permitted to be constructed and maintained within the easement area by Grantor or any successor owner of the easement area, but shall be subject to the easement rights, including rights of ingress and egress, of Grantee herein.

CVCA is joining into the execution of this Drainage Easement because CVCA also has non-exclusive easement rights over the easement area for drainage and stormwater and groundwater flow pursuant to that certain Drainage Easement Agreement between Grantor, as grantor, and CVCA, as grantee, dated September 15, 2020 and recorded on September 15, 2020 in Official Records Book 8855, Page 2904, of the Public Records of Brevard County, Florida (the “**CVCA Drainage Easement**”). Under the CVCA Drainage Easement, CVCA is responsible, at its expense, for the construction, maintenance, replacement and repair of underground stormwater drainage pipes and related components and facilities within the easement area as part of its “Master Drainage System.” Consequently, by joining into the execution of this Drainage Easement, CVCA agrees to assume, at its expense, the responsibility for any and all construction, maintenance, repair, and reconstruction of the stormwater drainage system pipes and related components and facilities within the easement area. CVCA agrees to timely perform all necessary operation, maintenance, inspection, repairs, and replacement work to ensure proper functioning of the stormwater system in the easement area. In no event shall Grantee have any obligation to pay any part of the cost of such maintenance, repair, or replacement unless damage thereto is caused by the negligence of Grantee or its employees, to the fullest extent permitted by Florida law.

TO HAVE AND TO HOLD said easement unto Grantee and to its successors and/or assigns as a covenant running with the land and ownership of the easement area. Grantor does covenant with Grantee that it is lawfully seized and possessed of the lands above described and that it has a good and lawful right to convey it or any part thereof.

(Signatures and Notary continued on next page)

IN WITNESS WHEREOF, Grantor has caused this easement to be executed,
the day and year first above written,

Signed, sealed and delivered in the presence of:

Benjamin E. Wilson

Witness

Benjamin E. Wilson

Print Name

Charlene R. Spangler

Witness

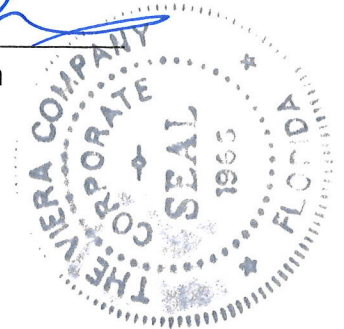
Charlene R. Spangler

Print Name

The Viera Company,
a Florida corporation

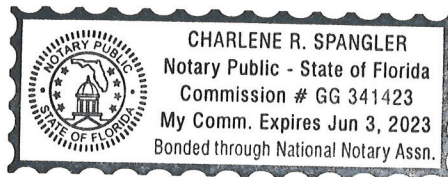
Todd J. Pokrywa

Todd J. Pokrywa
President



STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical
presence or ☐ online notarization on this 12th day of October 2020
by Todd J. Pokrywa as President for The Viera Company, a Florida corporation. He
is personally known or produced _____ as identification.



Charlene R. Spangler

Notary Signature

SEAL

(Signatures and Acknowledgements Continued on Next Page)

Acceptance by Grantee

Brevard County Board of County Commissioners accepts the Drainage Easement and agrees to be bound by its terms.

Dated: _____ day of _____, 2020.

Attest:

Brevard County, Florida

Scott Ellis, Clerk of the Board

Bryan Andrew Lober, Chair
Board of County Commissioners

Board Meeting Date: _____

Agenda Item # _____

(Joinder by CVCA is on the following page.)

Joinder by CVCA

Central Viera Community Association, Inc., a Florida not-for-profit corporation ("CVCA") joins in the execution of this Drainage Easement to affirm its agreement to the terms and conditions set forth in this Drainage Easement.

Signed, sealed and delivered in the presence of:

Benjamin E. Wilson

Witness

Benjamin E. Wilson

Print Name

Charlene R. Spangler

Witness

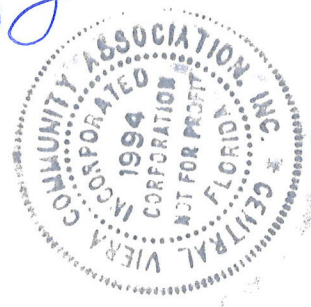
Charlene R. Spangler

Print Name

Central Viera Community
Association, Inc.,
a Florida not-for-profit corporation

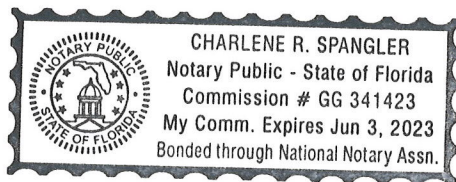
Eva M. Rey

Eva M. Rey
President



STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [] online notarization on this 9th day of October 2020 by Eva M. Rey as President for Central Viera Community Association, Inc., a Florida not-for-profit corporation. She is personally known or produced _____ as identification.



Charlene R. Spangler

Notary Signature
SEAL

LEGAL DESCRIPTION

PARCEL # 800

PARENT PARCEL ID#: 25-36-33-XE-C-1

PURPOSE: DRAINAGE EASEMENT

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL # 800 (PREPARED BY SURVEYOR)

PART OF LOT 1, BLOCK C, VIERA BOULEVARD COMMERCIAL CENTER I - PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGE 46, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 33, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT B OF SAID VIERA BOULEVARD COMMERCIAL CENTER I - PHASE 1 AND RUN N89°43'28"E, ALONG THE NORTH LINE OF SAID TRACT B, A DISTANCE OF 134.95 FEET TO THE NORTHEAST CORNER OF SAID TRACT B; THENCE N44°43'28"E, ALONG THE BOUNDARY OF SAID LOT 1, BLOCK C, A DISTANCE OF 28.28 FEET; THENCE S89°43'28"W, PARALLEL TO AND 20.00 FEET NORTH OF, (AS MEASURED PERPENDICULARLY), THE NORTH LINE OF SAID TRACT B, A DISTANCE OF 154.16 FEET TO THE EAST RIGHT-OF-WAY LINE OF LAKE ANDREW DRIVE, A 120.00 FOOT WIDE PUBLIC RIGHT-OF-WAY PER THE PLAT OF SAID VIERA BOULEVARD COMMERCIAL CENTER I - PHASE 1; THENCE S01°59'20"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 20.02 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.07 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 N89°43'28"E ON THE NORTH LINE OF TRACT B, VIERA BOULEVARD COMMERCIAL CENTER I - PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, 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.: 8397679, CUSTOMER REFERENCE NUMBER BSE# 11359 DATED 04/28/2020. NO EASEMENTS AFFECTING THE PARCEL OF LAND DESCRIBED HEREON WERE FOUND IN SAID 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.
6. THIS DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY FLORIDA STATUTES CHAPTER 472 AND THE MINIMUM TECHNICAL STANDARDS 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: LEH

CHECKED BY: LEH

PROJECT NO. 11359

SECTION 33

TOWNSHIP 25 SOUTH
RANGE 36 EAST

REVISIONS

DATE

DESCRIPTION

DATE: 05/11/2020

DRAWING: 11371_100_021

05/15/2020

REVISED SURVEYOR NOTE # 4

SKETCH OF DESCRIPTION

PARCEL # 800

PARENT PARCEL ID#: 25-36-33-XE-C-1

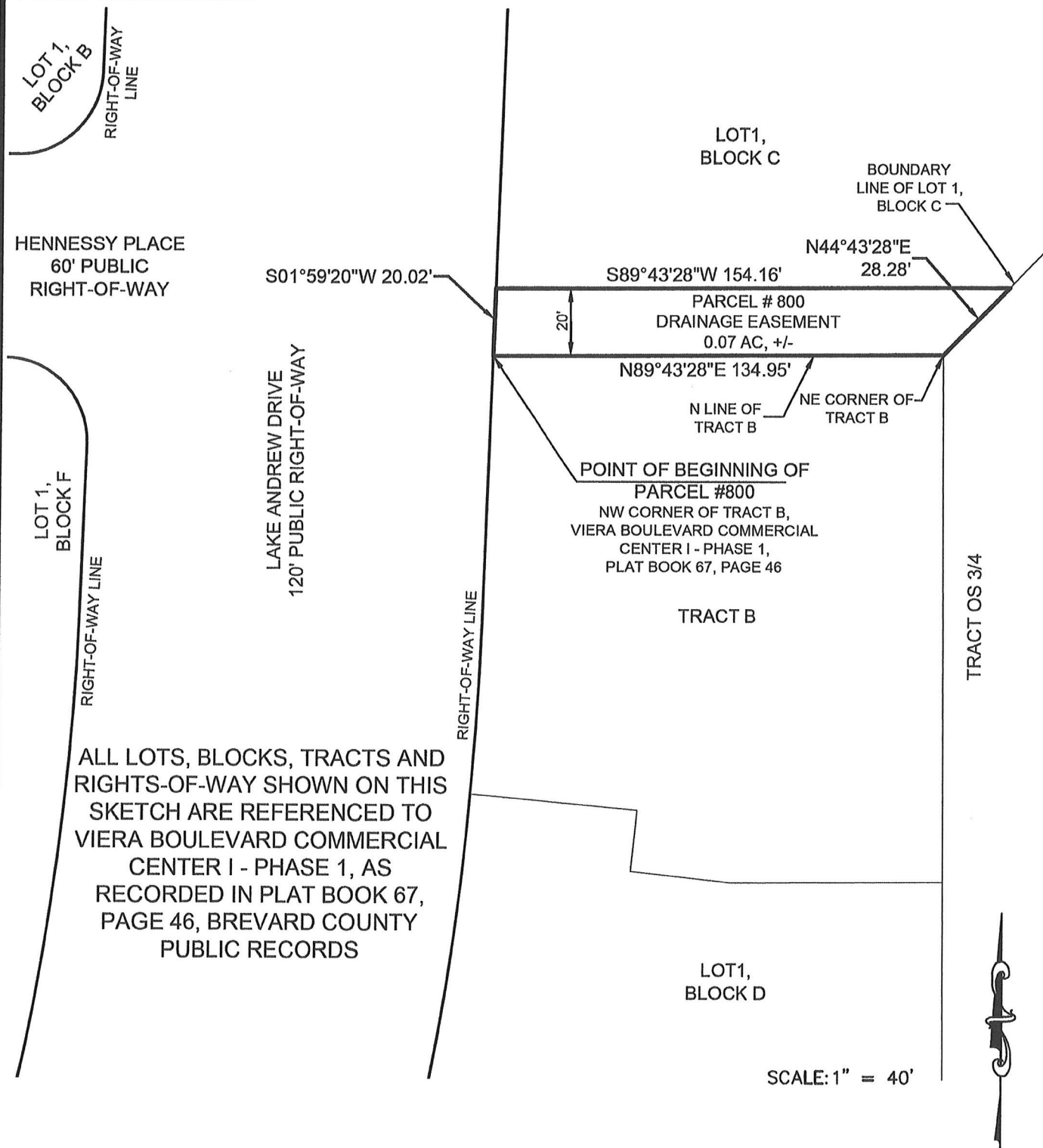
PURPOSE: DRAINAGE EASEMENT

EXHIBIT "A"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY



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

SCALE:
1 INCH = 40 FEET

PROJECT NO.:
11371

SECTION 33
TOWNSHIP 25 SOUTH
RANGE 36 EAST

THIS INSTRUMENT WAS PREPARED
BY AND RETURN TO:

BENJAMIN E. WILSON, ESQ.
THE VIERA COMPANY
7380 MURRELL ROAD, SUITE 201
MELBOURNE, FL 32940
(321) 242-1200

Note: Reference to Right of Way Deed recorded on August 30, 1994 in Official Records Book 3417, Page 3719, of the Public Records of Brevard County, Florida.

RELEASE OF EASEMENT RIGHTS
(DRAINAGE PARCEL E)

THIS RELEASE OF EASEMENT RIGHTS (this "Release") is executed on the effective date below, by BREVARD COUNTY, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County is the holder of easement rights pursuant to that certain Right-of-Way Deed dated August 26, 1994 and recorded on August 30, 1994 in Official Records Book 3417, Page 3719, of the Public Records of Brevard County, Florida (the "Right-of-Way Deed"); and

WHEREAS, among the real property subject to the easement rights of the County in the Right of Way Deed are the "Drainage Parcels" more particularly described in Exhibit "B" of the Right-of-Way Deed; and

WHEREAS, the County desires to execute this Release to release its easement rights under the Right-of-Way Deed affecting "Parcel E" of the Drainage Parcels, with said Parcel E also more particularly described in Exhibit "B" of the said Right-of-Way Deed, as more particularly set forth below.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged and accepted by the County, the County agrees as follows:

1. Recitals. The above recitals are true and correct and incorporated into this Release by this reference.
2. Release of Easement Rights. The County does fully release, discharge, relinquish and otherwise terminate all of its easement rights relating to Parcel E of the Drainage Parcels described in Exhibit "B" of the said Right-of-Way Deed arising from and after the Effective Date. Parcel E of the Drainage Parcels is also more particularly described in Exhibit A attached to this Release and incorporated into this Release by this reference. The foregoing release shall not

release, discharge, relinquish or otherwise terminate any other rights of the County under the said Right-of-Way Deed.

IN WITNESS WHEREOF, the County has caused this release to be executed in its name by its Board of County Commissioners, acting by the Chair of said Board, this ____ day of _____ 2020 (herein the "Effective Date").

Signed, sealed and delivered in the presence of:

ATTEST:

COUNTY:

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

APPROVED AS TO FORM:

G. Schwertke 10/27/2020
Assistant County Attorney

By: _____
Bryan Andrew Lober, Chair

WITNESSES

As approved by the Board on _____
Agenda Item #: _____

Name:

Name:

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020 by Bryan Andrew Lober, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

Exhibit A

Description of Parcel E

A parcel of land lying in Section 33, Township 25 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the southeast corner of Section 5, Township 26 South, Range 36 East; thence N00 48'40" W, along the east line of said Section 5 a distance of 3,294.26 feet; thence S57 07'59"E a distance of 252.35 feet; thence N00 48'40"W a distance of 1,105.68 feet to the point of curvature of a curve concave to the southwest having a radius of 1,775.00 feet; thence northwesterly along the arc of said curve through a central angle of 23 30'00" and an arc distance of 697.04 feet to a point of tangency; thence N23 18'40"W a distance of 545.70 feet to a point of curvature of a curve concave to the southeast having a radius of 1,015.00 feet; thence northeasterly along the arc of said curve through a central angle of 81 53'33" and an arc distance of 1,450.73 feet to a point of reverse curve of a curve concave to the northwest having a radius of 875.00 feet; thence northerly along the arc of said curve through a central angle of 58 51'25" and an arc distance of 898.84 feet to a point of tangency; thence N00 16'32"W a distance of 301.98 feet to the POINT OF BEGINNING of the herein described Parcel E; thence continue N00 16'32"W a distance of 270.00 feet; thence N89 43'28"E a distance of 355.00 feet; thence S00 16'32"E a distance of 270.00 feet; thence S89 43'28"W a distance of 355.00 feet to the POINT OF BEGINNING, containing 2.20 acres more or less.

EXHIBIT "B"

LEGAL DESCRIPTION OF THE DRAINAGE PARCELS

PARCEL D:

A parcel of land lying in Section 5 and 4 and Township 26 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the southeast corner of said Section 5; thence N00°48'40"W, along the east line of said Section 5, a distance of 3294.26 feet; thence S57°07'59"E, a distance of 252.35 feet; thence N00°48'40"W, a distance of 1105.68 feet, to a point of curvature of a curve concave to the Southwest, having a radius of 1775.00 feet; thence northwesterly along the arc of said curve through a central angle of 05°39'29", an arc distance of 175.28 feet, to the POINT OF BEGINNING of the herein described Parcel D; thence continue along said curve having a radius of 1775.00 feet; thence northwesterly along the arc of said curve, through a central angle of 10°32'06", an arc distance of 326.37 feet; thence N89°11'20"E, a distance of 649.47 feet; thence S12°46'11"E, a distance of 327.10 feet; thence S89°11'20"W, a distance of 655.98 feet, to the POINT OF BEGINNING, containing 4.76 acres more or less.

PARCEL E:

A parcel of land lying in Section 33, Township 25 South, Range 36 East Brevard County, Florida, being more particularly described as follows:

Commence at the southeast corner of Section 5, Township 26 South, Range 36 East; thence N00°48'40"W, along the east line of said Section 5, a distance of 3294.26 feet; thence S57°07'59"E, a distance of 252.35 feet; thence N00°48'40"W, a distance of 1105.68 feet, to the point of curvature of a curve concave to the southwest, having a radius of 1775.00 feet; thence northwesterly along the arc of said curve through a central angle of 23°30'00", an arc distance of 697.04 feet, to a point of tangency; thence N23°18'40"W, a distance of 545.70 feet, to a point of curvature of a curve concave to the southeast, having a radius of 1015.00 feet; thence northeasterly along the arc of said curve through a central angle of 81°53'33", an arc distance of 1450.73 feet, to a point of reverse curve of a curve concave to the northwest, having a radius of 875.00 feet; thence northerly along the arc of said curve through a central angle of 58°51'25", an arc distance of 898.84 feet, to a point of tangency; thence N00°16'32"W, a distance of 301.98 feet, to the POINT OF BEGINNING of the herein described Parcel E; thence continue N00°16'32"W, a distance of 270.00 feet; thence N89°43'28"E, a distance of 355.00 feet; thence S00°16'32"E, a distance of 270.00 feet; thence S89°43'28"W, a distance of 355.00 feet, to the POINT OF BEGINNING, containing 2.20 acres more or less.

PARCEL F:

A parcel of land lying in Section 32, Township 25 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the northeast corner of Section 29, Township 25 South, Range 36 East; thence S89°20'44"W, along the north line of said Section 29, a distance of 1353.09 feet, to a point lying on the east line of an existing 200.00 foot wide right-of-way as described in Official Records Book 1094, Page 523 of the Public Records of Brevard County, Florida; thence S00°10'56"E, along said east line, a distance of 136.38 feet, to a point lying on the south end of said right-of-way; thence S89°49'04"W, along the south end of said right-of-way, a distance of 175.00 feet; thence S00°10'56"E, a distance of 1805.43 feet, to the point of curvature of a curve concave to the northeast, having a radius of 2795.00 feet; thence southeasterly along the arc of said curve through a central angle of 21°05'36", an arc distance of 1028.97 feet, to a point of tangency; thence S21°16'32"E, a distance of 638.11 feet, to a point of curvature of a curve concave to the southwest, having a radius of 2171.17 feet; thence southerly along the arc of said curve through a central angle of 20°15'52", an arc distance of 767.90 feet, to a point of tangency; thence S01°00'40"E, a distance of 612.19 feet, to a point of curvature of a curve concave to the northwest, having a radius of 1275.00 feet; thence southeasterly along the arc of said curve, through a central angle of 41°53'22", an arc distance of 932.16 feet, to a point of tangency; thence S42°54'02"E, a distance of 7.48 feet, to the POINT OF BEGINNING of the herein described Parcel F; thence continue S42°54'02"E, a distance of 430.60 feet; thence S89°05'58"W, a distance of 831.65 feet; thence N00°54'02"W, a distance of 320.00 feet; thence N89°05'58"E, a distance of 543.52 feet, to the POINT OF BEGINNING, containing 5.05 acres more or less.

UNSUITABLE
FOR
MICROFILM

BK 34 17 PG 3728

LOCATION MAP

Section 33, Township 25 South, Range 36 East - District 4

PROPERTY LOCATION: South of Viera Boulevard, west of Interstate 95 along the east side of Lake Andrew Drive in Viera

OWNERS NAME: The Viera Company

