

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Assignment**") is made this 15th day of April 2021 (the "**Effective Date**") by and between VIERA STEWARDSHIP DISTRICT, a special purpose unit of local government established pursuant to Chapter 2006-360, Laws of Florida, as amended, and Chapter 189, Florida Statutes ("**Assignor**") and BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida ("**Assignee**").

WITNESSETH

WHEREAS, Assignor and Florida Power & Light Company, a Florida corporation ("**FPL**") are parties to that certain Right-of-Way Consent and Encroachment Agreement dated April 15, 2021, 2021 relating to FPL's consent to the construction and installation of a sanitary sewer force main and related components (the "**Improvements**") on the property of Assignor more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "**Encroachment Area**") (said agreement being the "**Consent Agreement**") due to the fact that FPL has easement rights over the Encroachment Area and adjacent real property pursuant to the "FPL Easements" referenced in the Consent Agreement;

WHEREAS, the construction and installation of the Improvements have been completed in accordance with plans and specifications approved by Assignee, Assignee has approved the final construction of the Improvements, and simultaneously with the execution of this Assignment, Assignor has conveyed the Improvements to Assignee and granted Assignee a perpetual, non-exclusive easement over the Encroachment Area for sanitary sewer purposes, subject to the terms and conditions of the FPL Easements and the Consent Agreement; and

WHEREAS, Assignee has agreed to accept an assignment of Assignor's rights and a delegation of Assignor's duties under the Consent Agreement in connection with Assignor's conveyance of the Improvements to Assignee, but on the terms and conditions set forth in this Assignment, as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency and receipt of which are acknowledged by Assignor and Assignee, Assignor and Assignee hereby agree as follows:

1. The above recitals are true and correct and are incorporated into this Assignment by this reference.

2. Assignor hereby assigns to Assignee all of the rights and interests of the Assignor as "Owner" under the Consent Agreement arising from and after the Effective Date, subject to the terms and conditions of this Assignment. Assignor hereby delegates to Assignee all of Assignor's duties and obligations as "Owner" under the Consent Agreement arising from and after the Effective Date, subject to the terms and conditions of this Assignment. However, the foregoing delegation of duties and obligations to Assignee shall not include the delegation to Assignee of any duties and obligations of Assignor as "VSD" (and not as "Owner") under the Consent Agreement that, pursuant to the Consent Agreement, are expressly excepted from Assignee or expressly survive to Assignor as "VSD" under the Consent Agreement following the Effective Date of this Assignment, including, without limitation, Assignor's obligation as "VSD" under Paragraph 13 of the Consent Agreement for the financial obligations of "Owner" in connection with any relocation of the Improvements or any reimbursement of FPL for relocation, rearrangement or related efforts and Assignor's obligation for an indemnification of Assignee for any costs

or expenses applicable to or incurred by Assignee in connection therewith, as more particularly described in Paragraph 13 of the Consent Agreement.

3. Assignee hereby accepts the foregoing assignment of Assignor's right and interests, and assumes Assignor's foregoing delegated duties and obligations, in, to, and under the Consent Agreement as of the Effective Date, subject to the terms and conditions of this Assignment.

4. In addition to the aforementioned obligations of Assignor as the "VSD" and the related indemnification by Assignor to Assignee expressly set forth in Paragraph 2 above and Paragraph 13 of the Consent Agreement, which shall survive the Effective Date of this Assignment as provided in Paragraph 13 of the Consent Agreement, Assignor agrees to, and hereby does, to the extent permitted by applicable law, indemnify, save and hold Assignee harmless of, from and against any and all loss, cost, cost, expense, liability, damages, actions, causes of action, demands or claims arising out of or in connection with the actions and obligations of Assignor relating to the Consent Agreement arising prior to the Effective Date of this Assignment. Nothing contained herein shall be construed as a waiver of sovereign immunity or the limitations of liability pursuant to Section 768.28, Florida Statutes or other laws, if applicable, to Assignor.

5. The provisions of this Assignment shall be binding upon, and inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

6. This Assignment may be executed by Assignor and Assignee in counterparts.

7. The parties understand and agree that all documents of any kind provided to the other party in connection with this Assignment may be public records and shall be treated as such in accordance with Florida law.

(SIGNATURES ARE ON THE FOLLOWING PAGE.)

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment of the Effective Date.

Signed, sealed and delivered
in the presence of:

ASSIGNOR:

VIERA STEWARDSHIP DISTRICT
a special purpose unit of local government
established pursuant to Chapter 2006-360,
Laws of Florida, as amended, and Chapter
189, Florida Statutes

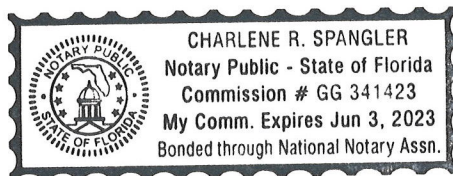
Charlene R. Spangler
Signature:
Print Name: Charlene R. Spangler

By: [Signature]
Its: Chairman
Print Name: Todd J. Pokrywa

Cheryl W. Dixon
Signature:
Print Name: Cheryl W. Dixon

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by ✓ physical presence or _____
online notarization this 15th day of April 2021 by TODD J. POKRYWA as
CHAIRMAN of Viera Stewardship District, a special purpose unit of local government
established pursuant to Chapter 2006-360, Laws of Florida, as amended, and Chapter 189,
Florida Statutes, on behalf of the district. Said person (check one) ☒ is personally known to
me, ☐ produced a driver's license (issued by a state of the United States within the last five (5)
years) as identification, or ☐ produced other identification, to wit:



Charlene R. Spangler
Print Name: Charlene R. Spangler
Notary Public
Commission No.: GG-341423
My Commission Expires: 6/3/2023

(SIGNATURE OF ASSIGNEE IS ON THE FOLLOWING PAGE.)

ASSIGNEE:

ATTEST:

BREVARD COUNTY, FLORIDA,
by and through

Rachel M. Sadoff, Clerk

Board of County Commissioners of Brevard County,
Florida

Approved as to legal form and content:

Christine M Schwerak
Assistant County Attorney

By: Rita Pritchett

Title: Chair

As approved by the Board on 05/04/2021

Exhibit "A"
Legal Description of the Encroachment Area

DESCRIPTION OF A PARCEL OF LAND IN SECTIONS 17 AND 18, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.

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

DESCRIPTION PREPARED AS REQUESTED BY:

BEARING REFERENCE: ASSUMED BEARING OF S89°08'33"W ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WICKHAM ROAD, A 150 FOOT PUBLIC RIGHT-OF-WAY, TRASONA AT ADDISON VILLAGE - PHASE 4 ACCORDING TO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 3, PAGE 88, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

THIS DESCRIPTION IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

THIS DESCRIPTION IS SUBJECT TO ANY FACTS THAT MAY BE REVEALED BY A COMPLETE AND ACCURATE TITLE SEARCH.

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.

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

DESCRIPTION

A 20.00 FOOT WIDE STRIP OF LAND IN SECTIONS 17 AND 18, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTHWEST CORNER OF WICKHAM ROAD, A 150 FOOT WIDE PUBLIC RIGHT-OF-WAY, ACCORDING TO THE PLAT OF TRASONA AT ADDISON VILLAGE - PHASE 4 (WICKHAM ROAD AND PINEDA BOULEVARD) AS RECORDED IN ROAD PLAT BOOK 3, PAGE 88, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN S89°08'33"W, A DISTANCE OF 573.29 FEET TO THE EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2951, PAGE 1574, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S00°25'32"E ALONG SAID EAST LINE, A DISTANCE OF 484.19 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE N89°34'28"E, A DISTANCE OF 95.00 FEET TO A POINT 15.00 FEET WEST OF (AS MEASURED PERPENDICULARLY) THE WEST LINE OF THAT CERTAIN 30.00 FOOT WIDE UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 509, PAGE 815, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND END OF THIS CENTERLINE. (SAID POINT ALSO BEING KNOWN AS REFERENCE POINT ONE).

TOGETHER WITH A 30.00 FOOT WIDE STRIP OF LAND IN SECTIONS 17 AND 18, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA, LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT ONE AND RUN S00°25'32"E PARALLEL TO AND 15.00 FEET WEST OF THE WEST LINE OF THE AFOREMENTIONED 30.00 FOOT WIDE UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 509, PAGE 815, A DISTANCE OF 2145.28 FEET TO REFERENCE POINT TWO AND THE END OF THIS CENTERLINE.

ALSO TOGETHER WITH A 20.00 FOOT WIDE STRIP OF LAND IN SECTION 17, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE AFOREMENTIONED REFERENCE POINT TWO AND RUN N89°34'28"E, A DISTANCE OF 64.87 FEET; THENCE S82°52'00"E, A DISTANCE OF 48.78 FEET TO A POINT 20 FEET WEST OF (AS MEASURED PERPENDICULARLY) THE WEST RIGHT-OF-WAY LINE OF PINEDA BOULEVARD, A 120 FOOT WIDE PUBLIC RIGHT-OF-WAY, ACCORDING TO THE PLAT OF TRASONA AT ADDISON VILLAGE - PHASE 9, AS RECORDED IN PLAT BOOK 66, PAGE 74, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, PARALLEL TO AND 20.00 FEET WEST OF (AS MEASURED PERPENDICULARLY) SAID RIGHT-OF-WAY OF PINEDA BOULEVARD, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 1580.00 FEET, A CENTRAL ANGLE OF 16°46'16", A CHORD BEARING OF S01°15'08"E AND A CHORD LENGTH OF 460.83 FEET), A DISTANCE OF 462.48 FEET TO THE END OF THIS CENTERLINE. CONTAINING 1.78 ACRES, MORE OR LESS.

SCOTT M. GLAUBITZ
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NUMBER 4151

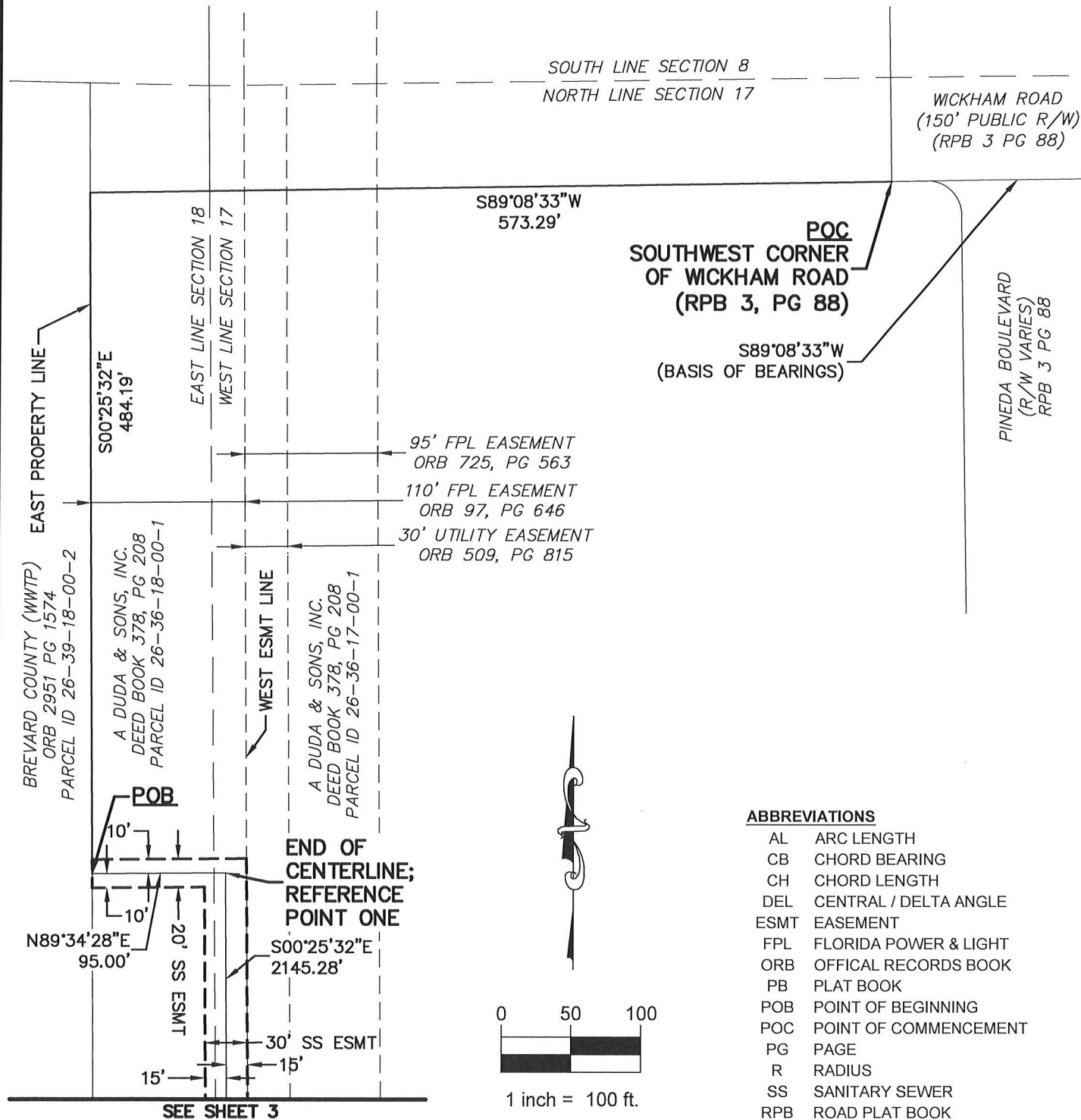
SANITARY SEWER EASEMENT

LESLIE E. HOWARD
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611



B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 03/29/2021
DESIGN/DRAWN: HAK/WFV
DRAWING# 1153101_100_002
PROJECT# 11531.01
SHEET 1 OF 3



ABBREVIATIONS

AL	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
DEL	CENTRAL / DELTA ANGLE
ESMT	EASEMENT
FPL	FLORIDA POWER & LIGHT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PG	PAGE
R	RADIUS
SS	SANITARY SEWER
RPB	ROAD PLAT BOOK
R/W	RIGHT-OF-WAY

SANITARY SEWER EASEMENT

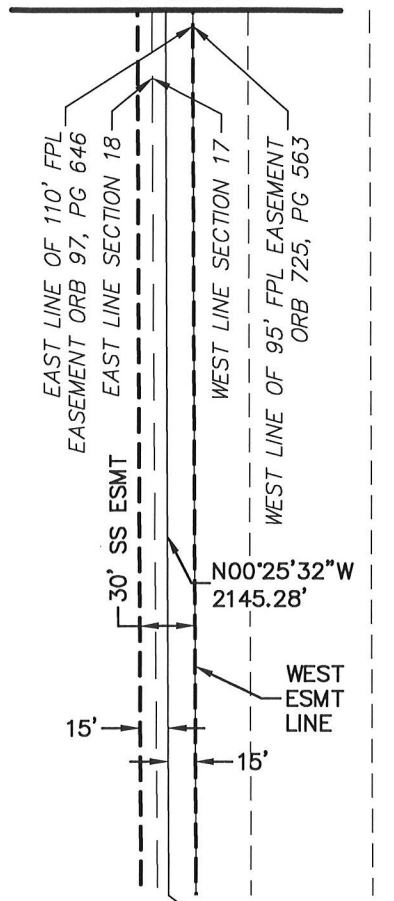


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 SHEET 2 OF 3

SEE SHEET 2

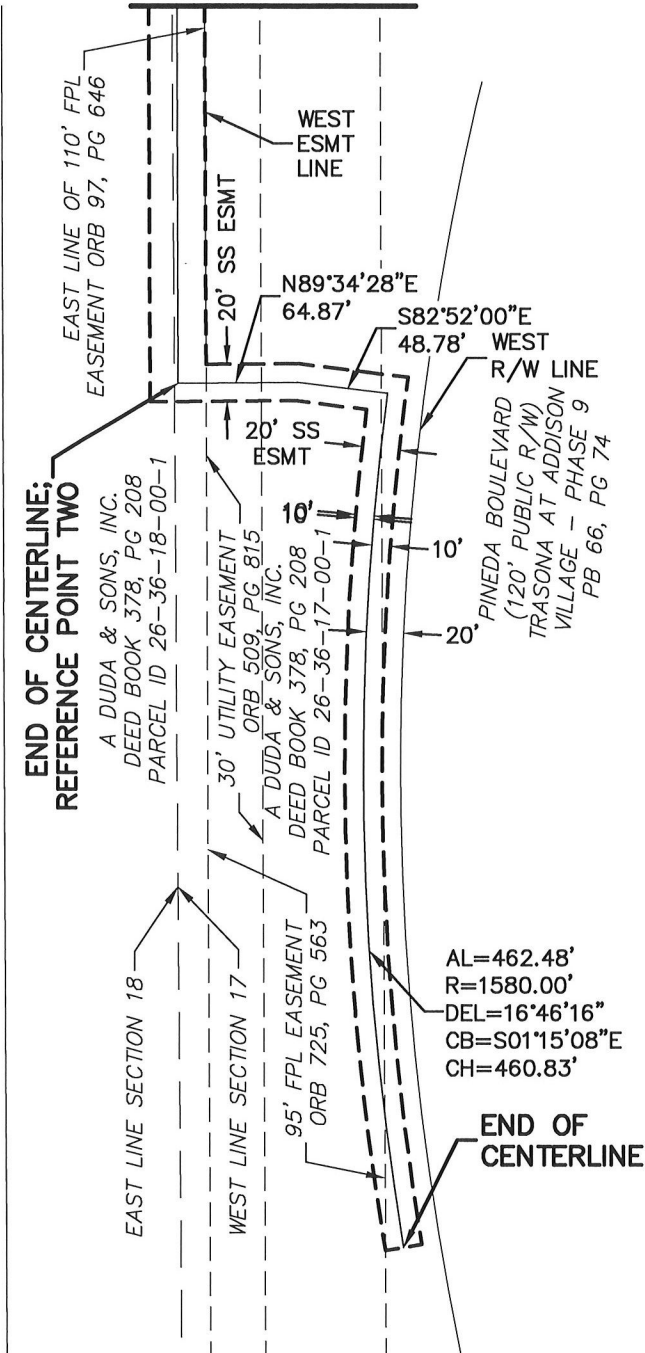


SEE ABOVE RIGHT

ABBREVIATIONS

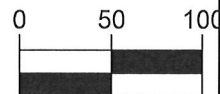
AL	ARC LENGTH
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POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PG	PAGE
R	RADIUS
SS	SANITARY SEWER
RPB	ROAD PLAT BOOK
R/W	RIGHT-OF-WAY

SEE BELOW LEFT



AL=462.48'
R=1580.00'
DEL=16°46'16\"/>

END OF CENTERLINE



1 inch = 100 ft.

SANITARY SEWER EASEMENT



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SHEET 3 OF 3