

## **RIGHT-OF-WAY USE AGREEMENT**

This Right-of-Way Use Agreement, hereinafter referred to as the "Agreement", is made and entered into by and between Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County", and NASA Investment Partners L.L.C., a Florida limited liability company having a principal address of 304 S Harbor City Blvd Ste 201, Melbourne, FL 32901, hereinafter referred to as the "L.L.C."

### **RECITALS**

Whereas, the County owns the public right-of-way within Crane Creek Drainage District Canal L-7, shown in the exchange agreement entered into between the parties on July 23, 2019, which is incorporated herein by this reference; and

Whereas, the L.L.C. desires north/south ingress and egress over said right-of-way, hereinafter referred to as the "Premises" and identified more particularly in Exhibit A attached hereto; and

Whereas, the County, pursuant to the authority set forth in Section 125.01, Florida Statutes, may allow the use of public right-of-way for purposes which do not conflict with the interests of the public.

Now, therefore, in consideration of the covenants herein contained, it is mutually agreed between the Parties as follows:

#### **Section 1. Recitals; Definitions**

The above recitals are true and correct and incorporated into this Agreement by this reference. For purposes of this Agreement, the below terms are defined as follows:

- a) Agreement: shall mean this Right-of-Way Use Agreement.
- b) Improvements: shall mean those certain improvements installed or to be installed by the L.L.C. within the Premises in accordance with the Plans and maintained by the L.L.C. in accordance with the provisions of this Agreement as approved by the County pursuant to any Right-of-Way Permit issued by the County.
- c) Premises: shall mean the property identified in Exhibit A of the second recital above where the Improvements will be installed and maintained.
- d) Plans: shall mean those certain plans for the construction and installation of Improvements which have been approved by the L.L.C. and the County as part of a Right-of-Way Permit.
- e) Prompt or Promptly: shall mean no later than fourteen days after the L.L.C. receives written notice of the need for maintenance, repairs, or replacements to the applicable Improvements.

f) Right-of-Way Permit: shall mean the official written approval to begin construction or installation of Improvements according to the application, plans, specifications and conditions approved by the County.

## **Section 2. Term**

The initial term of this Agreement shall be thirty (30) years commencing with the date of the execution of this Agreement and shall thereafter be automatically renewed for additional thirty (30) year terms unless terminated by either party, in accordance with Section 13 Termination herein.

## **Section 3. Premises**

The County hereby agrees to permit the L.L.C. to utilize certain portions of the Premises for the purposes and under the conditions expressed herein and pursuant to Permit No. 19RW00956. The Premises is described as follows: a north to south ingress and egress access as shown on Exhibit A, which is attached hereto, abutting the westernmost boundary of the Crane Creek Drainage District Canal L-7 for its entire length from the W. NASA on the north to Old NASA Rd. on the south.

## **Section 4. Purposes**

The L.L.C. shall use the Premises for ingress-egress and access from W. NASA Blvd. to Old NASA Rd. and those purposes only, and under the conditions expressed herein and pursuant to Permit No. 19RW00956. It is hereby mutually agreed and understood that the use of any improvements now or hereafter located on the Premises shall be for ingress -egress purposes only and not for human occupancy, nor shall such improvements create traffic hazards. L.L.C. shall not install any improvements on, under, or over the access in a manner which causes damage to any other County owned improvements. It is specifically agreed and understood that the use herein set forth shall be the only use consented to by the County, and that failure to comply with this provision shall be considered a material breach of this Agreement, whereupon the County shall be entitled to immediately terminate this Agreement.

It is expressly stipulated that this Agreement and the accompanying permit is a license for permissive use only and that the placing of improvements and/or facilities upon public property pursuant to this Agreement and permit shall not operate to create or vest any property right in said holder.

## **Section 5. Improvements**

The plans and specifications for all improvements on the Premises, if any, shall be in accordance with all County specifications and shall be submitted as an attachment to the County "Roadway and Easement Improvement Application Form", or similar document, with appropriate fees, for approval by the County, or its designated representative. It is hereby agreed and understood that any improvements placed on or constructed on the Premises and permanently attached thereto, shall remain the property of the L.L.C. and that the L.L.C. retains the right to remove such improvements within forty-five (45) days of the date of termination of this Agreement, whether by breach or termination. In the event such improvements are not removed within forty-five (45) days of termination, the improvements shall become the property of the County, and the County may remove the Improvements. To the extent the County elects to

remove any such Improvements, the L.L.C. shall reimburse the County for the cost of removal within thirty (30) days of receipt of an invoice for such removal expenses.

#### **Section 6. Utilities**

The L.L.C. shall pay all charges for electrical service and other utility services supplied to the L.L.C. at the Premises.

#### **Section 7. Construction, Repairs and Maintenance**

During the term of this Agreement, the L.L.C. shall, at its own expense, construct and maintain improvements within the Premises, if any, in the manner described in this Agreement, as permitted by the County, and all applicable Florida Department of Transportation current maintenance and safety requirements, as may be updated. Improvements shall be constructed and installed in such a manner so as to not cause damage to or interfere with any County improvements or facilities. Any such damage to County improvements or facilities shall be remedied immediately at no cost to the County.

The L.L.C. shall, at its own expense, maintain all permitted L.L.C.-installed improvements, if any, on the Premises and make all necessary repairs and replacements to L.L.C. improvements, if any, on the Premises. Such maintenance, repairs and replacements shall be made promptly as and when necessary. Notification of the need for such repair and/or maintenance may be given to the L.L.C. by written or electronic communication.

#### **Section 8. Illegal, Unlawful or Improper Use**

The L.L.C. shall make no unlawful, improper, immoral or offensive use of the Premises, nor will the L.L.C. use the Premises or allow use of the Premises for any purposes other than that hereinabove set forth. Failure of the L.L.C. to comply with this provision shall be considered a material default under this Agreement. In the event any improvement is deemed traffic safety hazard by the County or Florida Department of Transportation, such use shall be deemed an improper use and the Agreement shall be subject to immediate termination.

#### **Section 9. Indemnification and Insurance**

Except where limited by law, the L.L.C. agrees that it will indemnify and save harmless the County from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the L.L.C.'s use, occupation, management or control of the Premises or any of the Improvements thereon by the L.L.C., or any equipment or fixtures used in connection with the Premises by the L.L.C., or its agents, employees or independent contractors. The L.L.C. agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the County in connection with any negligent, reckless, or intentional wrongful act or omission of the L.L.C. and persons employed or utilized by the L.L.C. as it relates to the Premises, and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in any such action or proceedings, except that the L.L.C. will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the negligence, recklessness, or intentional wrongful misconduct of the

County or any of its agents, servants, or employees. The parties acknowledge specific consideration has been exchanged for the provision. Nothing herein is intended to be or shall be construed as a waiver of the County's sovereign immunity protections or the limitations beyond the statutory provisions.

- a. The L.L.C. further agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the County, the following types of insurance policies. The policy limits required are to be considered minimum amounts:

General Liability Insurance insuring the L.L.C. against any and all claims, demands or causes of action whatsoever for injuries received and damages to property in connection with the use, occupation, management and control of the Premises and the Improvements thereon. Such policies of insurance shall insure the L.L.C. in an amount not less than one million dollars (\$1,000,000.00) combined single limit for each occurrence and that includes coverage for Explosion, Collapse, Underground (X.C.U.) hazards.

Workers' Compensation Insurance (for statutory limits) as required by Florida Statutes, Chapter 440.

- b. A certificate of such insurance policies shall be filed with the Public Works Department, 2725 Judge Fran Jamieson Way, Bldg. A. 201, Viera, Florida, 32940, within ten days of the date of execution of this Agreement by the L.L.C. and the County and annually upon insurance renewal. The County shall be named and endorsed as an additional insured on the policy/ies that the L.L.C. secures for work upon or involving the Premises. Such policy/ies may not be cancelled or modified without thirty days prior written notice to the County. It is the L.L.C.'s responsibility to verify that the County is included as an additional insured on any and all insurance policies between the L.L.C. and its contractors needed for work to be completed.
- c. The L.L.C. shall include in any contract for work upon or involving the Premises that the contractor shall indemnify and hold harmless the County from liabilities, damages, losses and costs, including, but not limited to, attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the contract.
- d. The L.L.C. shall notify the County promptly in writing of any hazardous condition existing on or about the Premises.
- e. All personal property, equipment, fixtures, structures, or Improvements constructed or placed on or about the Premises shall be at the risk of the L.L.C., and the County shall not be liable or responsible for any damage or loss to any personal property, equipment, fixtures, structures, or Improvements located thereon for any cause whatsoever. The L.L.C. agrees and understands that the



County does not and shall not carry liability, theft, or fire insurance on any of said items or facilities to cover the L.L.C.'s interests therein.

- f. At the time of execution of this Agreement, any existing improvements installed by the L.L.C. on the Premises will be the responsibility of the L.L.C. In the event any pre-existing improvements cause damage to County property, including, but not limited to, sidewalk/roadway/curb and gutter/drainage inlets, the L.L.C. will be responsible for immediate repair to such County property. If the L.L.C. fails to promptly repair the damage, the L.L.C. will pay the County all costs incurred by the County to repair the damage.
- g. Nothing contained in this Agreement shall be construed as a waiver of County's right to the protections of and/or limitations on damages afforded by sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the County's potential liability under State or Federal law.

#### **Section 10. Right of Entry**

It is expressly stipulated that this Agreement is a license for permissive use only and that the construction within and/or upon public property pursuant to this Agreement shall not operate to create or vest any property right in said holder. This Agreement does not relieve the L.L.C. of local or other jurisdictional requirements. The County or its agents may enter in and on the Premises at any time for any purpose, including, but not limited to, inspecting such property or performing other duties of the County as are required by law or by the terms of this Agreement. Nothing in this Agreement shall limit the County's ability to take necessary and appropriate action to protect property, preserve life, or ensure safety of citizens in any emergency situation. The County shall not be responsible to replace improvements if an emergency/safety situation requires immediate action be taken by the County whereby such actions result in the damage and/or removal to Improvements in order to preserve life, safety, and/or property.

#### **Section 11. Compliance with Statutes**

The L.L.C. shall promptly execute and comply with all statutes, ordinances, rules, regulations, and requirements of all local, State and Federal governmental bodies applicable to the Premises for the correction, prevention and abatement of nuisances or other grievances in, upon, or connected with the Premises during the term of the Agreement.

#### **Section 12. Assignability**

This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns. The L.L.C. shall not assign this Agreement or any portion thereof of the L.L.C.'s rights, obligations, or duties hereunder to any party without the prior written consent of the County. In the event the L.L.C. does assign the Agreement, the L.L.C. and any such assigns shall be jointly and severally responsible for the L.L.C.'s responsibilities under this Agreement. Nothing in the Agreement shall be interpreted or construed to make the L.L.C., or any of its agents or employees, to be the agent, employee or representative of the County.

**Section 13. Termination**

This Agreement may be terminated with or without cause by either party upon one hundred eighty days' written notice thereof to the other party; provided, however, that upon termination, the L.L.C., or if this Agreement or any portion thereof has been assigned as permitted hereunder, then the applicable assignees of this Agreement, shall, at the request of the County, remove all Improvements made to the Premises, if any, or, in the alternative, reimburse the County for the cost of such removal. In the event this Agreement is terminated and the County assumes ownership of the Improvements within the Premises, the County does not assume maintenance responsibility, unless expressly provided in writing. Any maintenance performed by the County will not constitute an assumption of maintenance responsibility as may be otherwise assigned by Florida law or County Code.

**Section 14. Right to Audit Records**

In the performance of this Agreement, the L.L.C., and any assignee, shall keep books, records and accounts of all activities related to the Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the L.L.C. in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The L.L.C. shall retain all documents, papers, books, and records for a period of five years after termination of this Agreement. Information that is exempt or exempt and confidential from public disclosure under Section 24(a) of Article I of the State Constitution and Chapter 119, Florida Statutes, shall not be released. All documents, papers, books, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. All records or documents created by the L.L.C., or any assignee, or provided to the L.L.C. or any assignee under the terms of this Agreement, are public records and the L.L.C. and any assignee agree to comply with any request for such public records made in accordance with Section 119.07, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the Information Technology Systems of the County.

**Section 15. Notice; Notice of Breach**

Notice under this Agreement shall be given to the County at:

Brevard County Public Works Department  
Attn: Support Services Manager  
2725 Judge Fran Jamieson Way, Bldg. A-201  
Viera, Florida 32940

Notice under this Agreement shall be given to the L.L.C. at:

NASA Investment Partners, L.L.C.  
Attn: Matthew T. Williams, Manager  
7331 Office Park Place, Ste 200  
Viera, FL 32940

In the event the County determines the L.L.C., or any assignee, has breached any term or provision of this Agreement, the County shall provide written notice of such breach to the L.L.C., which shall have thirty days after receipt of such notice to cure such breach or, if such breach is of a nature that it cannot reasonably be cured within such thirty day period, then the L.L.C. shall have such longer period to cure the breach as is reasonably necessary; provided, however, the L.L.C. commences reasonable action to remedy the breach within such thirty-day period, and diligently and continuously prosecutes such remedy to completion so that such breach is cured in a timely manner.

#### **Section 16. Waiver**

The waiver by the County of any of the L.L.C.'s, or any assignee's, obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the L.L.C., or any assignee, under this Agreement.

#### **Section 17. Entirety and Modifications**

This Agreement represents the understanding between the parties in its entirety and no other agreements, either oral or written, exist between the County and the L.L.C. as to the subject matter of this Agreement. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. This Agreement may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto, except as otherwise provided herein.

#### **Section 18. Severability**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

#### **Section 19. Attorney's Fees and Venue**

In the event of any legal action to enforce, interpret, or construe the terms of this Agreement, each party shall bear its own attorney's fees and costs. Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and **ANY TRIAL SHALL BE NON-JURY.**

#### **Section 20. Construction of Agreement**

The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement.

#### **Section 21. Effective Date**

This Agreement shall be effective on the last signature date required set forth below.

**[SIGNATURES TO FOLLOW]**

IN WITNESS WHEREOF, the County and the L.L.C. caused this Agreement to be duly executed in their respective names as of the day and year last written below.

Attest:

BREVARD COUNTY, FLORIDA

Rachel Sadoff, Clerk

By:

08/24/2021

Rita Pritchett, Chair

Date

As approved by the Board on August 24, 2021

Approved as to legal form and content  
for Brevard County:

Alex G. [Signature]

Assistant County Attorney

NASA INVESTMENT PARTNERS L.L.C.

Witness

[Signature] 08/24/2021  
Signature Date

Debbie Cruz  
Name

[Signature]

BY: Robert M. Renfro

Manager, NASA Investment Partners, L.L.C.

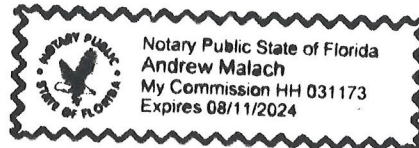
STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME personally appeared Robert M. Renfro, known to me to be the person who executed the foregoing Agreement, and they acknowledged before me that they executed the same for the purposes described therein.

WITNESS my hand and official seal this 11 day of August, 2021.

[Signature]  
Notary Public, State of Florida

My Commission Expires 8/11/2024



CERTIFICATE

I, the undersigned, Robert M. Renfro, do HEREBY CERTIFY that I am the Manager of the L.L.C. and fully vested with the authority to act in behalf of the NASA INVESTMENT PARTNERS, L.L.C. in the execution of this agreement.

Witness

[Signature] 08/11/2021  
Signature Date

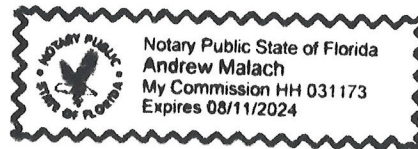
Debbie Cruz  
Name

[Signature]  
BY: Robert M. Renfro  
Manager, NASA Investment Partners, L.L.C.

I HEREBY CERTIFY that on this day personally appeared before me Robert M. Renfro, to me known to be the person who signed the foregoing Certificate as such officer, and acknowledged the execution thereof to be his free act and deed on behalf of L.L.C. that he affixed thereto the official seal of L.L.C.; and that as such officer, he is duly authorized to do so.

WITNESS my signature and official seal this 11 day of August 2021.

[Signature]  
Notary Public, State of Florida  
My Commission Expires 8/11/2024





# LEGAL DESCRIPTION PARCELS 118B, 801, AND 802

ATTACHMENT A

EXHIBIT "C"

SHEET 1 OF 5

NOT VALID WITHOUT SHEET 2, 3, 4, & 5 OF 3  
THIS IS NOT A SURVEY

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

## LEGAL DESCRIPTION: PARCEL 118B. (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 258.63 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL NUMBER 118; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 281.06 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 37.76 FEET; THENCE NORTH 00° 27' 11" WEST FOR A DISTANCE OF 190.50 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 47.38 FEET; THENCE NORTH 87° 52' 25" EAST FOR A DISTANCE OF 210.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS NORTH 88° 40' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET TO THE POINT OF BEGINNING, CONTAINING 69,733 SQUARE FEET (1.60 ACRES), MORE OR LESS.

## LEGAL DESCRIPTION: PARCEL 801. UTILITY AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 38.79 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN NORTH 75° 42' 04" WEST FOR A DISTANCE OF 37.43 FEET; THENCE SOUTH 89° 32' 49" WEST FOR A DISTANCE OF 161.30 FEET; THENCE SOUTH 82° 17' 10" WEST FOR A DISTANCE OF 64.31 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 44.13 FEET; THENCE NORTH 87° 52' 25" EAST FOR A DISTANCE OF 202.69 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS NORTH 88° 40' 28" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET TO THE POINT OF BEGINNING, CONTAINING 6,707 SQUARE FEET (0.15 ACRES), MORE OR LESS.

## LEGAL DESCRIPTION: PARCEL 802. INGRESS-EGRESS, UTILITY, DRAINAGE AND CANAL MAINTENANCE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 00° 19' 11" EAST FOR A DISTANCE OF 258.63 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.01 FEET; THENCE NORTH 00° 19' 11" WEST FOR A DISTANCE OF 258.93 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 00° 54' 19", AND WHOSE LONG CHORD BEARS NORTH 89° 02' 59" EAST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3882 SQUARE FEET (0.09 ACRES), MORE OR LESS.

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION  
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940  
PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO.: 27362536\_SK\_1911026\_WCKHAM-ELLIS.dwg

SECTION 36

TOWNSHIP 27 SOUTH  
RANGE 36 EAST

DATE: JULY 30, 2021

SHEET: 1 OF 5

REVISIONS

DATE

DESCRIPTION



# LEGAL DESCRIPTION

## PARCELS 803, 804 AND 901

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

### EXHIBIT "C"

SHEET 2 OF 5

NOT VALID WITHOUT SHEET 1, 3, 4, & 5 OF 5

THIS IS NOT A SURVEY

#### LEGAL DESCRIPTION: PARCEL 803. UTILITY AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 326.06 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 87° 54' 36" WEST FOR A DISTANCE OF 266.05 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 15.76 FEET; THENCE NORTH 87° 54' 36" EAST FOR A DISTANCE OF 36.14 FEET; THENCE NORTH 78° 39' 16" EAST FOR A DISTANCE OF 63.33 FEET; THENCE NORTH 89° 00' 27" EAST FOR A DISTANCE OF 125.45 FEET; THENCE NORTH 61° 51' 17" EAST FOR A DISTANCE OF 42.80 FEET; THENCE SOUTH 00° 19' 11" EAST A DISTANCE OF 41.60 FEET TO THE POINT OF BEGINNING, CONTAINING 6053 SQUARE FEET (0.14 ACRES), MORE OR LESS.

#### LEGAL DESCRIPTION: PARCEL 804. ROADWAY, SIDEWALK, UTILITY AND DRAINAGE EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 118 IN OFFICIAL RECORDS BOOK 8167 PAGE 2472 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THE NORTH ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 87° 52' 24" WEST ALONG THE NORTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 49.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE L-7 CANAL OF THE CRANE CREEK CANAL DISTRICT; THENCE SOUTH 00° 19' 11" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 67.43 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 949.57 FEET, AN INCLUDED ANGLE OF 01° 39' 21", AND WHOSE LONG CHORD BEARS SOUTH 88° 40' 28" WEST; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 27.44 FEET; THENCE SOUTH 87° 52' 25" WEST FOR A DISTANCE OF 202.69 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 44° 49' 10" WEST FOR A DISTANCE OF 50.64 FEET; THENCE SOUTH 00° 27' 11" EAST FOR A DISTANCE OF 224.24 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE SOUTH 87° 54' 36" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 15.53 FEET; THENCE NORTH 15° 43' 55" EAST FOR A DISTANCE OF 37.76 FEET; THENCE NORTH 00° 27' 11" WEST FOR A DISTANCE OF 190.50 FEET; THENCE NORTH 44° 49' 10" EAST FOR A DISTANCE OF 47.38 FEET; THENCE NORTH 87° 52' 25" EAST A DISTANCE OF 7.32 FEET TO THE POINT OF BEGINNING, CONTAINING 1,561 SQUARE FEET (0.036 ACRES), MORE OR LESS

#### LEGAL DESCRIPTION: PARCEL 901. USE AGREEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THE L-7 CANAL OF THE CRANE CREEK DRAINAGE DISTRICT AND BEING LOCATED WITHIN THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS BEING THE WEST 24.00 FEET OF THE EAST 49.50 FEET OF THE SOUTH 419.43 FEET OF THE NORTH 439.45 FEET OF SAID SECTION 36, CONTAINING 10,066 SQUARE FEET (0.231 ACRES), MORE OR LESS.

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

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION  
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940  
PHONE: (321) 633-2080



DRAWN BY: R. HENNING

CHECKED BY: M. J. SWEENEY

DRAWING NO.: 27362536\_SK\_1911026\_WCKHAM-ELLIS.dwg

SECTION 36

TOWNSHIP 27 SOUTH

RANGE 36 EAST

DATE: JULY 30, 2021

SHEET: 2 OF 5

REVISIONS

DATE

DESCRIPTION

# LEGAL DESCRIPTION

## SURVEYOR'S NOTES, ABBREVIATIONS

EXHIBIT "C"

SHEET 3 OF 5

NOT VALID WITHOUT SHEET 1, 2, 4, & 5 OF 5

THIS IS NOT A SURVEY

SECTION 36, TOWNSHIP 27 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 27-36-36-00-45

PURPOSE: FEE SIMPLE CONVEYANCE WITH EASEMENTS AND USE AGREEMENT

### SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF THOSE LANDS DESCRIBED AS PARCEL NUMBER 9 IN OFFICIAL RECORDS BOOK 2223, PAGE 832 AS BEING SOUTH 87° 52' 25" EAST, AN ASSUMED BEARING.
3. ONLY RIGHTS OF WAY AND EASEMENTS SHOWN ON APPLICABLE RECORD PLATS ARE INDICATED HEREON. NO OWNERSHIP AND ENCUMBRANCE REPORT OR OTHER INFORMATION WAS FURNISHED TO THE SURVEYOR AND MAPPER.
4. REFERENCE MATERIAL:
  - a. FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR WICKHAM ROAD AT NASA BOULEVARD AND ELLIS ROAD, SECTION 70000, FIP NUMBER 404667 1 ON FILE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FIVE, SURVEYING AND MAPPING SECTION, DELAND, FLORIDA.
5. SECTIONAL BREAKDOWN AND ALIQUOT LINES ARE BASED SAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR WICKHAM ROAD AT NASA BOULEVARD AND ELLIS ROAD, SECTION 70000.

### ABBREVIATIONS

BC	= BEGIN CURVE
B.O.B.	= BASIS OF BEARING
CHORD BRG	= CHORD BEARING
ID	= IDENTIFICATION
L	= LENGTH
N/F	= NOW OR FORMERLY
NTL	= NON TANGENT LINE
ORB	= OFFICIAL RECORD BOOK
R	= RADIUS
RGE	= RANGE
SQ.FT.	= SQUARE FEET
TWP	= TOWNSHIP

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION  
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DRAWN BY: R. HENNING

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DRAWING NO.: 27362536\_SK\_1911026\_WICKHAM-ELLIS.dwg

SECTION 36

TOWNSHIP 27 SOUTH  
RANGE 36 EAST

DATE: JULY 30, 2021

SHEET: 3 OF 5

REVISIONS

DATE

DESCRIPTION



SECTION 36  
TOWNSHIP 27 SOUTH  
RANGE 36 EAST

THIS IS NOT A SURVEY

SECTION 36  
TOWNSHIP 27 SOUTH  
RANGE 36 EAST