

**THIS INSTRUMENT PREPARED BY**

Jennifer Cockcroft, Esq.  
**City Attorney's Office**  
**City of Palm Bay**

**PLEASE RECORD AND RETURN TO:**

City of Palm Bay  
120 Malabar Road SE  
Palm Bay, FL 32907  
**Attn: Terese Jones, City Clerk**

**For Recording Purposes Only**

**STORMWATER FACILITY AND ACCESS EASEMENT**

**THIS STORMWATER FACILITY AND ACCESS EASEMENT** (this "Easement") made this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between Space Coast Marinas, LLC, a Florida Limited Liability Company, whose address is 587 Young Street, Melbourne, Florida 32935 (hereinafter referred to as "Grantor"), and the **CITY OF PALM BAY**, a Florida municipal corporation, whose mailing address is 120 Malabar Road, SE, Palm Bay, Florida 32907, Attention: City Manager (hereinafter referred to as the "Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships [including joint ventures], limited liability companies, public bodies and quasi-public bodies.)

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of fee simple title to a parcel of real property located in Brevard County, Florida, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Property"); and

**WHEREAS**, Grantor has agreed to grant to Grantee a non-exclusive easement for stormwater facilities and access purposes on the Property, subject to the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant the following easement as hereinafter set forth:

1. **Recitals**. The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Easement as if fully set forth herein.

2. **Grant of Easement.** Grantor does hereby grant, bargain, sell, convey and warrant to the Grantee, its licensees, employees, consultants, agents, independent contractors, invitees, successors and assigns, a non-exclusive easement, in, over, upon, across and through the Property for stormwater facilities access purposes including, but not limited to, inspecting drainage stormwater facilities, as well as ingress and egress in, over, under, upon, across and through the Property, together with the rights, easements, privileges and appurtenances in or to said land which may be required for the full enjoyment of the rights herein granted. This Easement shall not be construed to grant the general public any rights or privileges with respect to Property.

3. **Grantee's Use of Easement.** Grantee shall have the right to do all things reasonably necessary, useful or convenient for the purposes outlined in Section 2 hereof. Grantor hereby covenants with Grantee that Grantee shall have quiet and peaceful possession, use and enjoyment of the easement granted herein.

4. **Grantor's Use of Property.** Grantee acknowledges that the Grantor currently utilizes the Property as \_\_\_\_\_. Grantee hereby agrees to exercise the rights granted herein in a manner that does not prohibit Grantor's use of the Property for such uses. Grantee agrees to repair any damage to the Property arising from the Grantee's use of the Property or from the exercise by the Grantee of any rights by this Easement.

5. **Covenants Running with the Land.** This Easement, and all the rights, conditions, covenants and interests set forth herein and created hereby are intended to and shall run with the land and shall be binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns.

6. **Duration.** The easement, rights and privileges granted herein shall be perpetual.

7. **Rights Reserved.** The easement rights granted herein are non-exclusive in nature and are subject to all matters of record. Grantor shall have the right to use the Property, or any portion thereof, or any property of Grantor adjoining the Property for any purpose not inconsistent with the full use and enjoyment of the rights granted herein in favor of Grantee.

8. **Miscellaneous.** No modification or amendment of this Easement shall be of any force or effect unless in writing executed by both Grantor and Grantee and recorded in the Public Records of Brevard County, Florida. This Easement shall be interpreted in accordance with the laws of the State of Florida. This Easement sets forth the entire agreement between Grantor and Grantee relating to this Easement and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

9. **Grantor's Covenant.** The Grantor hereby covenants with the Grantee that he is lawfully seized of said land in fee simple; that he has good right and lawful authority to sell and convey the said easement, and that the real property described above is free of all liens, mortgages and encumbrances of every kind except for real property taxes not delinquent.

**IN WITNESS WHEREOF** the Grantor has hereunto set his hand and seal the day and year above written.

Signed, sealed, and delivered in the presence of:

\_\_\_\_\_

Print Name \_\_\_\_\_

\_\_\_\_\_

Print Name \_\_\_\_\_

**GRANTOR:**

\_\_\_\_\_  
a Florida Space Coast Marinas  
Limited Liability Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by

\_\_\_\_\_ of \_\_\_\_\_, which is authorized to do business in the State of Florida on behalf of the \_\_\_\_\_ He/she is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

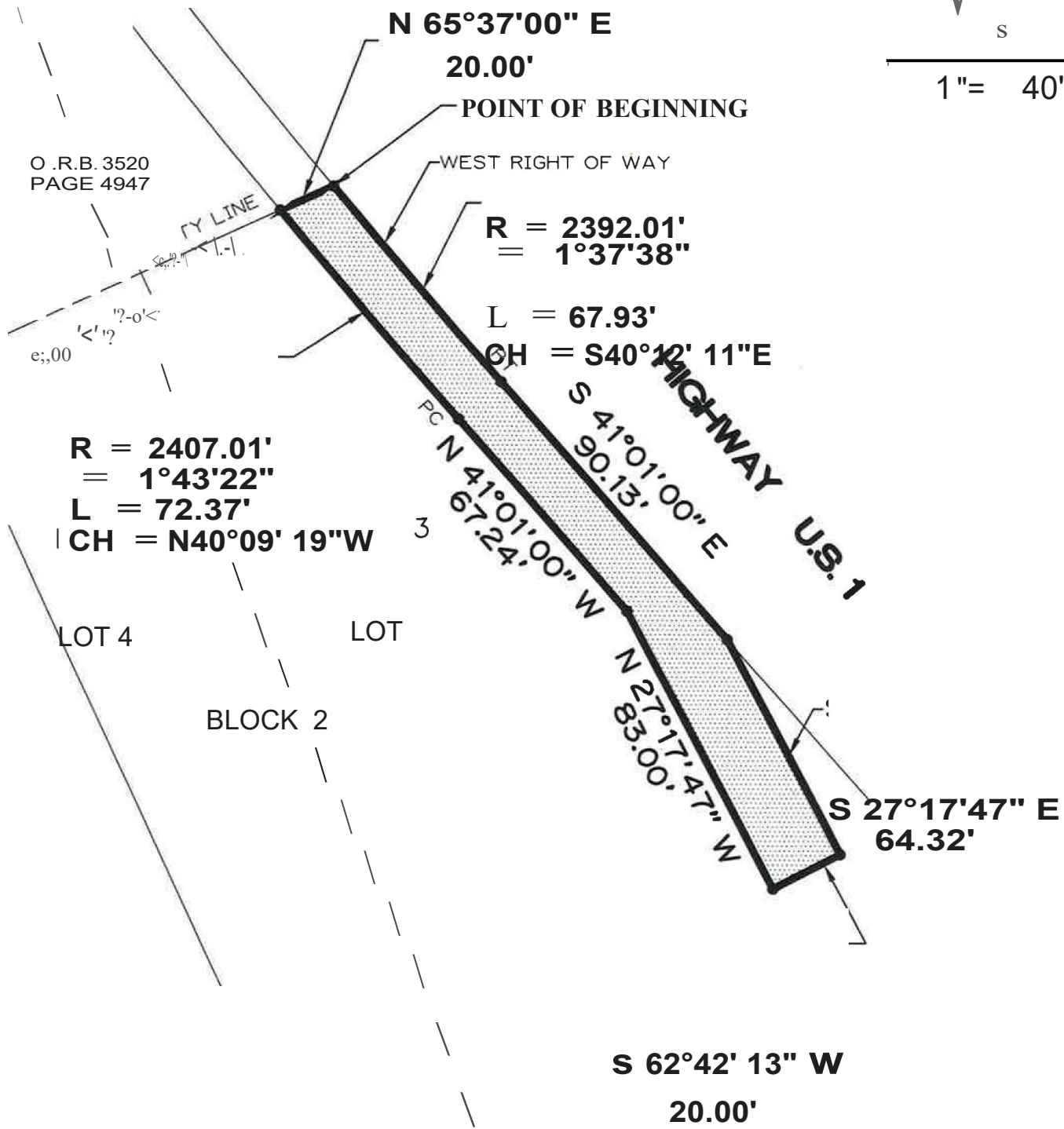
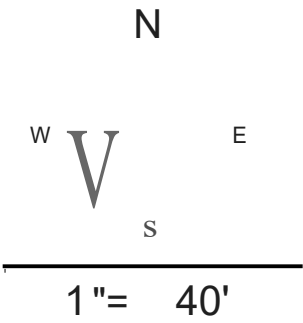
NOTARY PUBLIC SEAL OR STAMP:

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

NOTARY PUBLIC, STATE OF \_\_\_\_\_

MY COMMISSION EXPIRES ON: \_\_\_\_\_

EXHIBIT "A"  
SKETCH AND LEGAL DESCRIPTION  
DRAINAGE EASEMENT



THIS IS NOT A SURVEY  
LEGAL DESCRIPTION

Begin at the intersection of the south line of the property described in ORB 3520, PAGE 4947 and the west right of way of US Highway #1; Thence southeasterly along the west right of way line and along a curve concave to the east, said curve having a radius of 2392.01', a central angle of 1°37'38" and a chord bearing of S40°12'11"E, an arc distance of 67.93' to the point of tangency of said curve; Thence S41°01'00"E along said west right of way line of US Highway #1 a distance of 90.13'; Thence S27°17'47"E, 64.32'; Thence S62°42'13"W, 20.00'; Thence N27°17'47"W, 83.00'; Thence N41°01'00"W, 67.24' to the point of curvature of a curve concave to the east, said curve having a radius of 2407.01', a central angle of 1°43'22" and a chord bearing of N40°09'19"W, an arc distance of 72.37' to the south line of the property described in ORB 3520, PAGE 4947; thence N65°37'00"E along said south property line a distance of 15.53' to the point of beginning.

Containing 3705.90 square feet, more or less

**CITY OF PALM BAY**  
1050 MALABAR ROAD, SW  
PALM BAY, FLORIDA 32907  
(321) 953-8996

STATE OF  
FLORIDA  
Professional Surveyor