

Melbourne-Tillman Water Control District



Board Agenda

Melbourne-Tillman Water Control District

MEETING OF THE BOARD OF DIRECTORS

TUESDAY, JUNE 23, 2026

9:00 AM



Call to Order Philip Weinberg, President

Pledge of Allegiance Philip Weinberg, President

Roll Call Lisa Blackett

Board Members:

Joseph Hale, Vice President (Palm Bay September 30, 2028)

Brant Hoffman (Brevard County September 30, 2028)

Vacant, (Palm Bay September 30, 2026)

Scott Morgan, (West Melbourne September 30, 2027)

Drew Powshok (Brevard County September 30, 2028)

Philip Weinberg (City of Palm Bay September 30, 2027)

Jay Woltering (Brevard County September 30, 2028)

District Attorney: Jim Beadle

Secretary/Treasurer: Lisa Blackett

District Manager: Rick Nipper

Secretary/

Recognition of Guests

Mike McCabe, District Engineer

Bo Rainbolt, Assistant Manager/ Operations

Announcements

- Don Jordan has resigned from the Board of Directors effective May 2, 2026. A replacement to serve the remainder of his term has not been named by the City of Palm Bay.

Public Comments

Regular Business

- Request approval of the minutes of April 28, 2026 MTWCD Board of Director's Meeting (Attachment 1)

Melbourne-Tillman Water Control District

MEETING OF THE BOARD OF DIRECTORS

TUESDAY, FEBRUARY 24, 2026

9:00 AM

- Request approval of the operating statement through May 31, 2026 (Attachment 2)

New Business

- C-5 easement with SJRWMD (Attachment 3)

Old Business

- Update on sale of Harvester on GovDeals

Staff Reports

- District Manager's Report, Rick Nipper
- Engineer's Report, Mike McCabe
- Assistant Manager/Operations Report, Bo Rainbolt
- Attorney's Report, Jim Beadle
- Secretary/Treasurer's Report, Lisa Blackett

Closing

- Meeting Schedule – The next Board Meeting is scheduled for Tuesday August 25, 2026 at 9:00 am in the City of West Melbourne Council Chambers.

- Board Member Reports:

Joe Hale

Brant Hoffman

Don Jordan

Scott Morgan

Drew Powshok

Jay Woltering

Phil Weinberg

- Adjourn

Pursuant to Section 286-0105, FSS, if an individual decides to appeal any decision made by the Melbourne-Tillman Water Control District Board of Directors with respect to any matter considered at this meeting, a verbatim transcript of the proceedings may be required and the individual will need to ensure that a verbatim transcript of the proceedings is made,

In accordance with the Americans with Disabilities Act and Section 286.26, FSS, persons needing special accommodations for this meeting shall within reasonable time, prior to this meeting, contact the Office of the Secretary to the Board of Directors, (321)-723-7233.

Attachment

1

MELBOURNE-TILLMAN WATER CONTROL DISTRICT

MINUTES

April 28, 2026

CALL TO ORDER

The regularly scheduled meeting of the Melbourne-Tillman Water Control District (MTWCD) Board of Directors was called to order by President Phil Weinberg on Tuesday, April 28, 2026 at 9:00 AM in the City of West Melbourne Council Chambers, Veterans Memorial Complex, 2285 Minton Road, West Melbourne, Florida.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the Flag was recited by all present.

ROLL CALL

The following Board Members were present:

Joe Hale, Vice President
Brant Hoffman
Scott Morgan
Drew Powshok
Philip Weinberg, President
Jay Woltering

Absent: Don Jordan

Also present:

Rick Nipper, District Manager
Lisa Blackett, Secretary/Treasurer
Jim Beadle, District Attorney

RECOGNITION OF GUESTS/VISITORS/STAFF

Mike McCabe, District Engineer
Bo Rainbolt, Assistant Manager of Operations
Lindsay Aviles, Carr, Riggs & Ingram, CPA

ANNOUNCEMENTS

The Manager announced that Eli Edwards would again join staff as a temporary survey tech employee.

PUBLIC COMMENTS

None

PRESENTATIONS

Lindsay Aviles of Carr, Riggs & Ingram, presented the District's annual audit for fiscal year 2024/2025. Ms. Aviles reported a clean audit with accurate financial statements. She highlighted several changes from prior year, including a significant increase in investments due to interest earnings, and no change in the FEMA receivable and flat equipment values. She noted an increase in accrued compensated absences due to new GASB 101 requirements and a decrease in net pension liability resulting from updated Florida Retirement System actuarial calculations.

Ms. Aviles reported that the District's overall net position increased to \$5.3 million from \$5.1 million representing a 5% net increase and the District holds \$4 million (75%) in unrestricted reserves for fiscal year 2025.

She reviewed the comparative statement, noting that operating revenues remained flat, while wages and benefits appeared to decrease by 2% due to FRS adjustments; however, before the adjustment, wages and benefits increased by 5%. Operating supplies decreased from \$230,000 to \$216,000 due to lower fuel costs. Depreciation increased due to major asset purchases. Interest income, though lower than last year, contributed \$235,000 toward the \$275,000 increase in net income.

In response to Scott Morgan's question regarding the user fee increases from development, Ms. Aviles explained that the category changes may not be reflected until next year. She directed the Board to page 30 of the audited financial statements for capital asset changes and to page 44 for the 10-year FRS liability history. She confirmed that internal controls, including separation of duties, were sound and that there were no audit adjustments. All investments were found to be compliant.

Scott Morgan **motioned to accept the audit as presented.** Joe Hale **seconded the motion.** The Board **voted 6-0 to approve the motion.**

Scott Morgan **motioned to approve the letter of engagement for CRI services for FY 2025/2026,** Brant Hoffman **seconded the motion.** The Board **voted 6-0 to approve the motion.**

REGULAR BUSINESS

The President presented the minutes from the February 24, 2026 Board meeting. Drew Powshok **motioned to approve the Minutes from the February 24, 2026, Board Meeting.** Joe Hale **seconded the motion.** The Board **voted 6-0 to approve the motion.**

The President presented the Operating Statement through March 31, 2026 for Board approval. Scott Morgan inquired about projected fuel cost increases. The Treasurer reported that the account should remain within budget due to planning for market volatility and staff conservation efforts. Joe Hale **motioned to approve the Operating Statement through March 31, 2026.** Jay Woltering **seconded the motion.** The Board **voted 6-0 to approve the motion.**

NEW BUSINESS

The President presented MTWCD Policy P222 Wages, updated to reflect the legislatively mandated minimum wage of \$15 per hour. Joe Hale **motioned to accept the changes as presented.** Brant Hoffman **seconded the motion.** The Board **voted 6-0 to approve the motion.**

The President present a request for approval to list the District's aquatic weed harvester for sale on GovDeals. Brant Hoffman **motioned to list the harvester for sale on GovDeals.com.** Drew Powshok **seconded the motion.** The Board **voted 6-0 to approve the motion.** The Manager added a reserve of \$75,000, with the option to accept an offer close to the reserve.

The Manager requested approval to list the District's long-reach excavator on GovDeals.com, noting it may exceed the legal threshold requiring Board approval. Joe Hale **motioned to approve the sale of the District's long reach excavator on GovDeals.com.** Brant Hoffman **seconded the motion.** The Board **voted 6-0 to approve the motion.**

OLD BUSINESS

None

BUDGET

The President presented the District's non-advallorem user fee rates for FY 2026/2027, unchanged from prior years:

Residential: \$25.00 per acre or portion there of

Agricultural: \$ 8.50 per acre or portion there of
Commercial: \$52.50 per acre or portion there of

Drew Powsok **motioned to approve the District’s non-ad valorem user fee rates for fiscal year 2026/2027.** Jay Woltering **seconded the motion.** The Board **voted 6-0 to approve the motion.**

The President presented the FY 2026/2027 budget for approval. Scott Morgan asked about the largest financial risk moving forward. The District Manager cited stagnant user fee revenue and rising operational costs. He noted that while reserves are currently strong and spending has been conservative, unexpected challenges could create future strain. He projected that within 10 years, the District may not be able to maintain current service levels. Scott Morgan emphasized inflation as a significant concern. Scott Morgan **motioned to approve the District’s fiscal year 2026/2027 budget.** Joe Hale **seconded the motion.** The Board **voted 6-0 to approve the motion.**

The President presented a request to transfer \$20,000 from Account #5630001 (Improvements Other than Buildings) to Account #5520100 (Aquatics) for the purchase of additional aquatic herbicide. Drew Powshok **motioned to approve the transfer.** Joe Hale **seconded the motion.** The Board **voted 6-0 to approve the motion.**

MANAGER’S REPORT

The Manager reported that the FY 2026/2027 includes restored funding for Aquatics to support increased aquatic herbicide use. He announced that hurricane season preparations are completed with 12” pumps staged at C-70 (Calvary Church) and C-69 (Norfolk), and the 8” pump is available as backup. Staff will monitor the performance of the C-69 bypass installed last year.

The Manager reported to the Board that technical updates are being made to MS-1 to allow the operations of the MS-1 via phone, and to provide security to the structure and building. He highlighted the costs would be absorbed within the current budget as they would be minimal.

He reported technical updates to MS-1 to enable remote operation via phone or computers in the office and enhanced facility security. Costs will be absorbed within the current budget.

He provided an IT update: District email has been migrated to the cloud, allowing greater capacity. The District Engineer confirmed receiving a 25 MB email. Migration to OneDrive/SharePoint is progressing slowly due to limitations but is expected to be completed in June. QuickBooks will continue to require the desktop/server environment.

The Manager announced he would be on vacation out of the country May 8-20, 2026 but would remain reachable by phone and email.

ENGINEER’S REPORT

No Report

ASSISTANT MANAGER/OPERATIONS REPORT

The Assistant Manager reported the annual MS-1 drawdown for maintenance began in mid-March and was recently completed. Heavy equipment crews completed work on Eldron by Southwest Middle School, removing palm trees, clearing weeds and sandbars and restoring the canal. Crews are currently working on C-66 at the request of the City of Palm Bay to alleviate flooding by improving the canal, removing palm trees and restoring designed flows.

He noted that increased development has generated additional revenue but also increased service calls and daily operational demands. Scott Morgan reiterated that the District has been underfunded for years and that stagnant user fee revenue is a more significant issue than development growth.

The District Attorney added that two structural issues exist: (1) the \$25 residential user fee rate applies regardless of whether the property is improved, though improved properties require more service; and (2) other municipalities charge \$150 -\$200 per lot and use stormwater fees to match grants, an option not available to the District.

ATTORNEY'S REPORT

None

SECRETARY/TREASURER'S REPORT

The Secretary/Treasurer reported that the public hearing to present the user fee rates would be August 13, 2026 at 5:30 pm in the West Melbourne Council chambers. Final budget approval will occur at Brevard County's first public hearing in September.

CLOSING

The President announced the next Board meeting would be Tuesday, June 23, 2026 at 9:00 AM in the City of West Melbourne Council Chambers, Veterans Memorial Complex, 2285 Minton Road, West Melbourne, Florida.

DIRECTOR'S REPORTS

Joe Hale – None

Brant Hoffman – None

Scott Morgan – Thanked the District Manager, the Secretary Treasurer and CRI for an excellent audit and strong financial stewardship. .

Drew Powshok – None

Jay Woltering – None

Phil Weinberg –. Congratulated Rick and Lisa on the clean audit and effective budget management

ADJOURN

Phil Weinberg, President adjourned the meeting at 9:45 am.

Respectfully,

Lisa Blackett

Secretary

Board of Directors

Attachment

2



MELBOURNE-TILLMAN WATER CONTROL DISTRICT
 Operating Statement Through March 31, 2026

	Actual \$ To Date	FY 2026	Approved Budget	Approved Budget Adjustment	FY 2025/2026 Modified Budget	Over/Under Budget	Percentage Budget
Revenue							
State Grant - FEMA	\$ 4,310						
Federal Grant - FEMA	\$ 77,587						
User Fees	\$ 2,253,064	\$ 2,350,583			\$ 2,350,583	\$ (97,519)	96%
Permits	\$ 153,160	\$ 50,000			\$ 50,000	\$ 103,160	306%
Miscellaneous Income	\$ 143,934	\$ 140,000			\$ 140,000	\$ 3,934	103%
Balance Forward Operating		\$ 2,368,989			\$ 2,368,989	\$ (2,368,989)	0%
TOTAL REVENUE	\$ 2,632,054	\$ 4,909,572	\$ -		\$ 4,909,572	\$ 2,277,518	54%
Expenses							
Salaries	\$ 788,354	\$ 1,273,290			\$ 1,273,290	\$ 484,936	62%
Health Insurance	\$ 215,019	\$ 303,571			\$ 303,571	\$ 88,552	71%
Retirement	\$ 95,129	\$ 253,250			\$ 253,250	\$ 158,121	38%
FICA/Medicare	\$ 58,653	\$ 97,407			\$ 97,407	\$ 38,754	60%
Workers' Comp	\$ 17,560	\$ 25,000			\$ 25,000	\$ 7,440	70%
SALARY & BENEFITS	\$ 1,174,715	\$ 1,952,518	\$ -		\$ 1,952,518	\$ 777,803	60%
Professional Services	\$ 38,717	\$ 56,200			\$ 56,200	\$ 17,483	69%
Contract Services	\$ 4,296	\$ 8,500	\$ -		\$ 8,500	\$ 4,204	51%
Travel	\$ 1,330	\$ 2,000			\$ 2,000	\$ 670	67%
Communications	\$ 5,623	\$ 10,450	\$ -		\$ 10,450	\$ 4,827	54%
Utilities	\$ 4,477	\$ 9,000	\$ -		\$ 9,000	\$ 4,523	50%
Rentals	\$ -	\$ 1,000			\$ 1,000	\$ 1,000	0%
Liability Insurance	\$ 142,937	\$ 162,713	\$ (15,000)		\$ 147,713	\$ 4,776	97%
Repair & Maintenance	\$ 38,511	\$ 146,000	\$ 15,000		\$ 161,000	\$ 122,489	24%
Current Charges	\$ 55,312	\$ 65,500	\$ -		\$ 65,500	\$ 10,188	84%
Office Supplies	\$ 814	\$ 5,000			\$ 5,000	\$ 4,186	16%
Operating Supplies	\$ 133,033	\$ 185,000	\$ 20,000		\$ 255,000	\$ 121,967	52%
Books & Training	\$ 6,924	\$ 13,500	\$ 2,000		\$ 15,500	\$ 8,576	45%
Restricted Reserves	\$ -	\$ 1,767,191			\$ 1,767,191	\$ 1,767,191	
OPERATIONS	\$ 431,975	\$ 2,432,054	\$ (20,000)		\$ 2,432,054	\$ 2,000,079	18%
Improvements Other than Buildings	\$ 3,856	\$ 75,000	\$ (20,000)		\$ 55,000	\$ 51,144	7%
Machinery	\$ 143,873	\$ 440,000			\$ 440,000	\$ 296,127	33%
Computer Equipment	\$ -	\$ 7,500			\$ 7,500	\$ 7,500	0%
Computer Software	\$ -	\$ 2,500	\$ (2,000)		\$ 500	\$ 500	0%
CAPITAL OUTLAY	\$ 147,729	\$ 525,000			\$ 525,000	\$ 377,271	28%
TOTAL EXPENSE	\$ 1,754,419	\$ 4,909,572			\$ 4,909,572	\$ (3,155,153)	36%

Legal, Drug Testing, Accounting & Court Reporting, Engineering Testing,
 Miscellaneous Professional Services
 Uniforms, Garbage Service
 Travel
 Postage, Telephone Service
 Utility, Solid Waste Assessment
 Rentals
 Insurance
 Repair & Maintenance Service, Repair & Maintenance Supplies, Auto &
 Equipment Parts, Maintenance Agreements
 Tax Collector, Bank Fees, Lic & Permits, Advertising, Unemployment
 Office Supplies
 Operating Supplies, Fuel, Gas & Oil, Aquatics
 Books, Pubs, Memberships, Training Costs

1 Approved 8/26/2025

2 Approved 2/24/26

3 Approved 4/28/26

\$2000 from #5640300 Computer Software to #5540000 Books,Pus,Subs &Memberships to reclassify software based subscription expenditures from capital account to operating account expense account.

\$15,000 from #5450000, Computer Software to #5540000 Insurance to #5462800, Maintenance Agreements for the unforeseen increased cost of the District's IT Maintenance & Support due to the sudden death of Rick Moon, Connect II.

\$20,000 from Account #5630001 (Improvements Other than Buildings) to Account #5520100 (Aquatics) for the purchase of additional aquatic herbicide.

Attachment

3

PREPARED BY AND RETURN TO:

Karen Ferguson, Esq.
St. Johns River Water Management District
P.O. Box 1429
Palatka, Florida 32178-1429

LA # 1990-083-P1

ACCESS EASEMENT

THIS ACCESS EASEMENT (“Easement”) is given this ____ day of _____, 2026 (“Effective Date”), between **MELBOURNE-TILLMAN WATER CONTROL DISTRICT**, a special act dependent special district existing under the laws of the State of Florida, having a mailing address of 5990 Minton Road, Palm Bay, FL 32907 (hereinafter referred to as "Grantor") and **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373 of the Florida Statutes, having a mailing address of 4049 Reid Street, Palatka, Florida 32177 (hereinafter referred to as the "Grantee").

WITNESSETH

WHEREAS, Grantor is the fee simple owner of certain lands situated in Brevard County, Florida, and more specifically described in Exhibit “A” attached hereto and incorporated herein (the “Easement Property”).

WHEREAS, Grantor has agreed to grant and convey to Grantee, a permanent non-exclusive access easement over, on, upon, and across the Property for the specific and limited purposes set forth herein.

NOW THEREFORE, in consideration of the aforesaid premises, which are hereby made a part of this Agreement, and the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantee to Grantor, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals herein are true and correct and are hereby incorporated into and made a part of this Easement.
2. Grant of Easement. Grantor does hereby give, grant, bargain, sell and convey to and for Grantee and its employees, agents, contractors, successors, and assigns, a perpetual, non-exclusive easement on, over and across the Easement Property for the sole purpose of ingress and egress to Grantee’s property described in Exhibit “B” (“Grantee’s Property”). Such right of ingress and egress shall be for the sole purpose of ingress and egress to and from Grantee’s Property by vehicles, including but not limited to cars, trucks, trailers and other such vehicles as may be needed to transport heavy equipment for canal, roadway, and levee maintenance associated with the Grantee’s Property. Grantor makes no warranties, either express or implied, that the roadway and embankments on the Easement Property are free from defects, in safe condition, and are useable for their intended purpose. As a result, Grantee accepts the Easement Property “AS IS” condition, and further acknowledges that it has been utilizing the Easement Property for years and is familiar with the condition of the Easement Property. By acceptance of the benefits of this Easement Grantee and its employees, agents, contractors, subcontractors,

materialmen, successors, and assigns shall be responsible for repairing the Easement Property for damages caused by Grantee and its employees, agents, contractors, subcontractors, materialmen, successors, and assigns use, normal wear and tear excepted. Grantee, its employees, agents, contractors, subcontractors, materialmen, successors, and assigns shall not otherwise be obligated to maintain the Easement Property. Notwithstanding the foregoing, Grantee shall have no responsibility for maintaining, repairing, or replacing any culverts, pipes, or other drainage structures within the Easement Property, except where the reason for such, maintenance, repair and/or replacement is the result of negligence, gross negligence or intentional acts of the Grantee, or any of its employees, agents, contractors, subcontractors, materialmen, successors and assigns. Further, if the roadway portion of or any embankment located adjacent to any roadway, or the Easement Property is damaged or made impassable in whole or in part by Grantee's actions, or the actions of Grantee's employees, agents, contractors, subcontractors, materialmen, successors, and assigns, Grantee shall immediately take such corrective action as to place the roadway portion or any embankment of the Easement Property in the condition it was on the Effective Date of this Easement.

2. Reservation of Use by Grantor. This Easement is non-exclusive and Grantor reserves to itself and its successors and assigns, the right to utilize the Easement Property for any purpose which does not unreasonably interfere with the use of the Easement Property by the Grantee for the purposes set forth herein. Each party shall use the rights granted and reserved by this Easement with due regard for the rights of the other parties to use and enjoy the Easement Property.

3. Indemnity/Hold harmless by Contractors. Grantee shall require that all of its contractors performing work within the Easement Property hold harmless, indemnify and defend Grantor against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not limited to, attorney's fees and court costs) arising from, out of, or incidental to the negligence, recklessness or intentional wrongful misconduct of the contractor(s), and contractor's employees, agents, representatives, and subcontractors, in the performance of or related in any manner to said work. This indemnification shall survive the term of this Easement for events that occurred during the term of the Easement. Before commencing and until the completion of the work, Grantee shall require its contractors to procure and maintain insurance of the types and in the minimum amount stated below.

<u>SCHEDULE</u>	<u>LIMITS</u>
<u>Worker's Compensation</u> Worker's Compensation & Employer's Liability (including Appropriate Federal Acts)	Florida Statutory Coverage or \$1,000,000 Employers Liability
<u>Commercial General Liability</u> General Liability Umbrella Liability	\$1,000,000 each occurrence \$2,000,000 per occurrence
<u>Automobile Liability</u>	

All automobiles (owned, rented
Or not owned)

\$500,000 Combined Single Limit

4. Applicable Law. This Easement shall be construed in accordance with the laws of the State of Florida.

5. Notices. Any notices which are required, or may be made, under this Easement shall be mailed via certified mail, return receipt requested, postage prepaid, to the respective parties at the addresses noted below. Either party may change its mailing address by providing the other party notice of such fact in writing.

To Grantor: Melbourne Tillman Water Control District
1590 Minton Road
Palm Bay, Florida 32907
Telephone: 321-723-7233
Email: RNipper@melbournetillman.org

To Grantee: St. Johns River Water Management District
Real Estate Services Program
4049 Reid Street
Palatka, Florida 32177
Telephone: 386-329-4500
Email: realestateservices@sjrwmd.com

6. This Easement, and the covenants and conditions contained herein, shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, and the easements granted herein shall run with the land.

7. Non-Waiver of Regulatory Powers/Sovereign Immunity. Nothing contained herein shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the Grantee as it now or hereafter exists under applicable laws, rules, and regulations. Nothing contained herein shall be construed to constitute a waiver of sovereign immunity by either party.

8. Recordation. Grantee, at its own expense, shall record the Easement, and any amendments thereto, in the public records of Brevard County, Florida and shall provide a recorded copy to Grantor.

9. Articles, subsections, and other captions contained in this Easement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Easement or any provisions thereof. If any term, covenant, condition, or provision of this Easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

10. Modification. This Easement may be modified or amended only upon the mutual written consent of Grantor and Grantee.

11. Effective Date. For all purposes of this Easement, the Effective Date is the date when the last of Grantor or Grantee has signed below, and that date shall be inserted at the top of

the first page hereof.

(Remainder of Page Intentionally Left Blank)
SIGNATURES APPEAR ON FOLLOWING PAGES

IN WITNESS WHEREOF, the parties have caused this Easement to be executed as of the day and year first above written.

Signed, sealed, and delivered
In the presence of:

Witness: _____

Address: _____

Witness: _____

Address: _____

(Seal)

GRANTOR:

MELBOURNE TILLMAN WATER CONTROL DISTRICT, a special act dependent special district existing under the laws of the State of Florida

By: _____
Philip Weinberg, President

ATTEST:

By: _____

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2026, by Philip Weinberg, President of the Melbourne Tillman Water Control District, on behalf of the District, who is personally known to me, and who did not take an oath.

NOTARY PUBLIC, State of Florida
My Commission Expires: _____
My Commission No.: _____

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes

Witness: _____

Address: _____

By: _____

Michael A. Register, P.E.
Executive Director

Witness: _____

Address: _____

ATTEST:

By: _____

Erin Preston
General Counsel

For use and reliance only by
St. Johns River Water Management District,
Legal Form and Content Approved:

By: _____

Karen Ferguson
Office of General Counsel

**STATE OF FLORIDA
COUNTY OF PUTNAM**

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by Michael A. Register, P.E., as Executive Director of the St. Johns River Water Management District, on behalf of the District, who is personally known to me, and who did not take an oath.

NOTARY PUBLIC, State of Florida

My Commission Expires: _____

My Commission No.: _____

Exhibit A
Surveyed Sketch and Description of Easement Property

8135-24 MTDD CANAL #5 ACCESS EASEMENT

-----Legal description begin below dashed line -----

AN INGREE / EGRESS EASEMENT LYING IN SECTIONS 31 AND 32, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.

AN INGRESS / EGRESS EASEMENT BEING THIRTY-FOOT-WIDE LYING FIFTEEN FEET (15.0') ON BOTH SIDES BEING PARALLEL AND CONTINUOUS TO THE FOLLOWING DESCRIBED CENTERLINE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS::

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 28 SOUTH, RANGE 36 EAST OF BREVARD COUNTY, FLORIDA; THENCE NORTH 00°44'16" EAST, A DISTANCE OF 33.01 FEET; THENCE NORTH 89°43'14" EAST, A DISTANCE OF 45.50 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 00°48'54" EAST, A DISTANCE OF 1498.01 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING A RADIUS OF 40.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°13'50", AN ARC DISTANCE OF 62.99 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 44°18'0" EAST, 56.68 FEET; THENCE NORTH 89°24'56" WEST, 72.40 FEET TO THE **POINT OF TERMINUS**.

CONTAINING 1.12 ACRES MORE OR LESS.

SKETCH OF DESCRIPTION

AN INGRESS / EGRESS EASEMENT LYING IN SECTIONS 31 AND 32, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.

AN INGRESS / EGRESS EASEMENT BEING THIRTY-FOOT-WIDE LYING FIFTEEN FEET (15.0') ON BOTH SIDES BEING PARALLEL AND CONTINUOUS TO THE FOLLOWING DESCRIBED CENTERLINE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 28 SOUTH, RANGE 36 EAST OF BREVARD COUNTY, FLORIDA; THENCE NORTH 00°44'16" EAST, A DISTANCE OF 33.01 FEET; THENCE NORTH 89°43'14" EAST, A DISTANCE OF 45.50 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 00°48'54" EAST, A DISTANCE OF 1498.01 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING A RADIUS OF 40.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°13'50", AN ARC DISTANCE OF 62.99 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 44°18'0" EAST, 56.68 FEET; THENCE NORTH 89°24'56" WEST, 72.40 FEET TO THE **POINT OF TERMINUS**.

CONTAINING 1.12 ACRES MORE OR LESS.

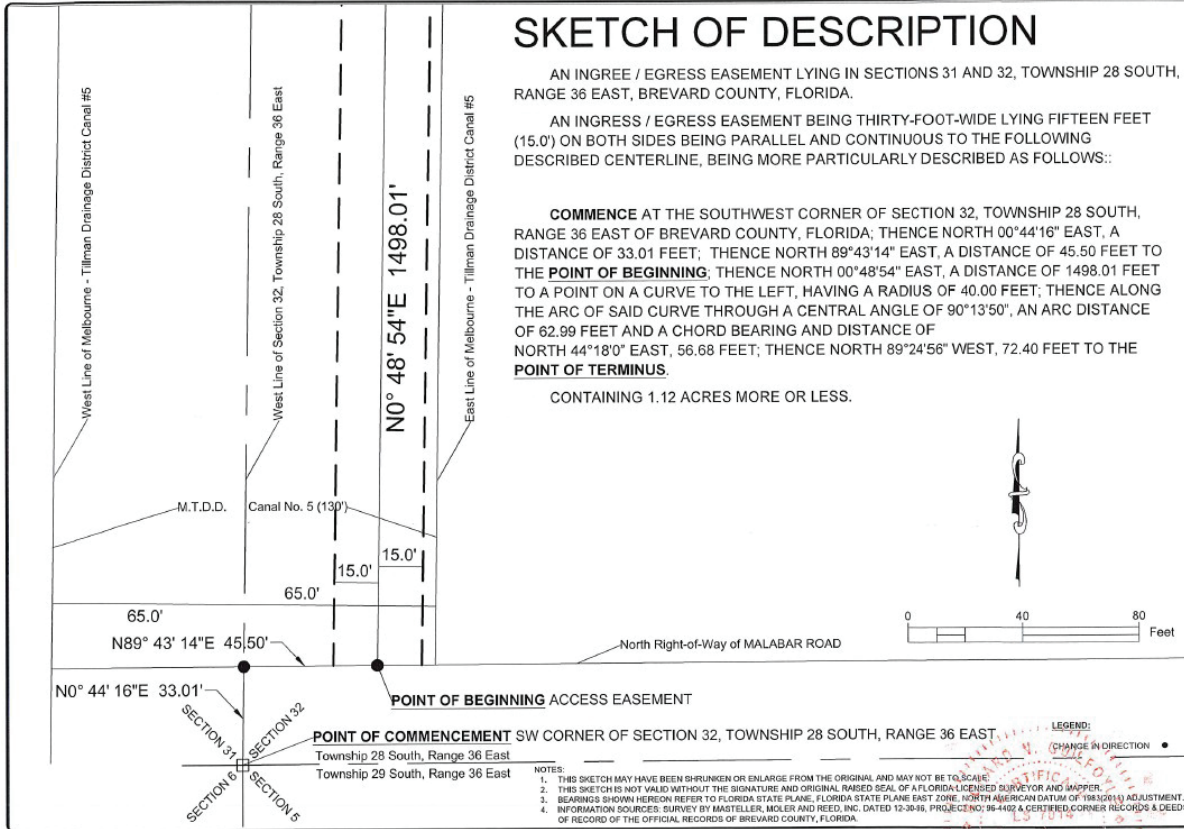


EXHIBIT "A" (PAGE 1 OF 2)

65.0' N89° 43' 14"E 45.50'
 65.0' 15.0' 15.0'
 N0° 44' 16"E 33.01'
POINT OF BEGINNING ACCESS EASEMENT
POINT OF COMMENCEMENT SW CORNER OF SECTION 32, TOWNSHIP 28 SOUTH, RANGE 36 EAST
 Township 28 South, Range 36 East
 Township 29 South, Range 36 East

- NOTES:
1. THIS SKETCH MAY HAVE BEEN SHRUNKEN OR ENLARGED FROM THE ORIGINAL AND MAY NOT BE TO SCALE.
 2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 3. BEARINGS SHOWN HEREON REFER TO FLORIDA STATE PLANE, FLORIDA STATE PLANE EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011) ADJUSTMENT.
 4. INFORMATION SOURCES: SURVEY BY MASTELLER, MILLER AND REED, INC. DATED 12-30-16, PROJECT NO: 95-4402 & CERTIFIED CORNER RECORDS & DEEDS OF RECORD OF THE OFFICIAL RECORDS OF BREVARD COUNTY, FLORIDA.

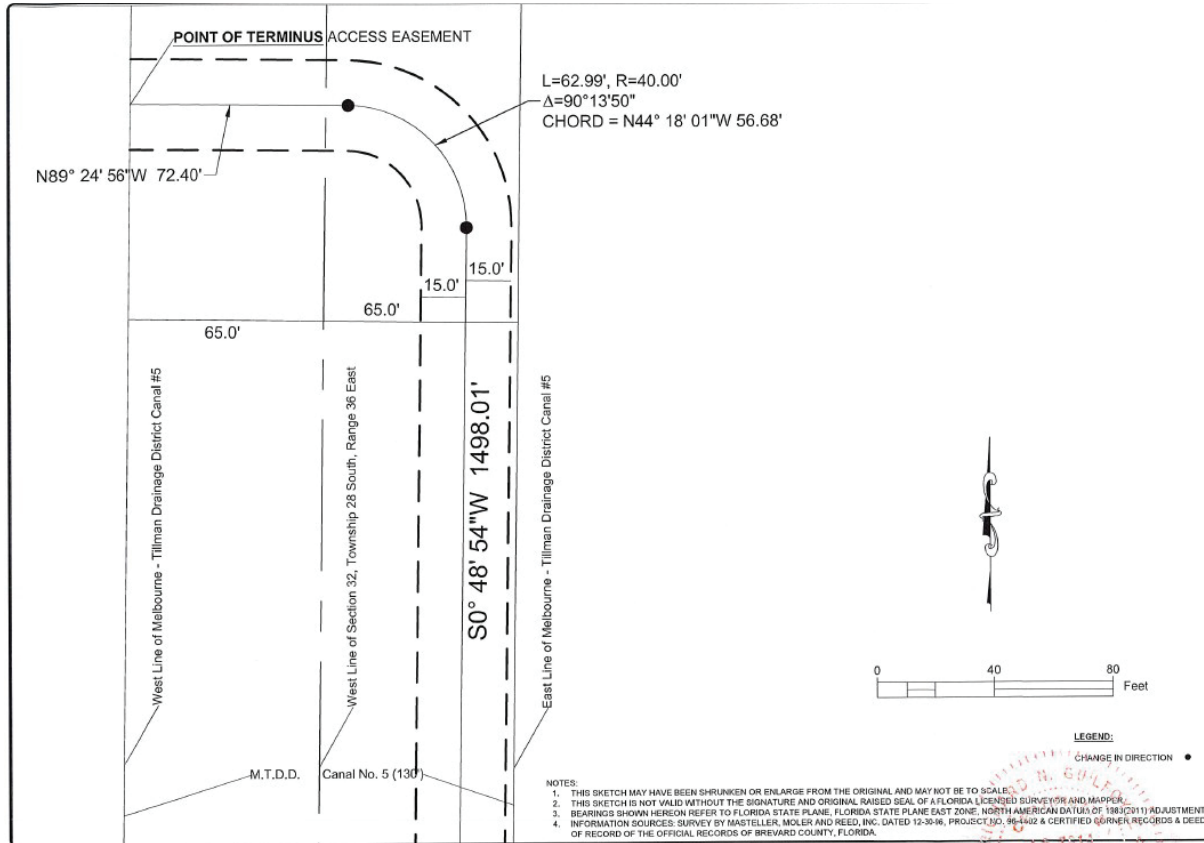
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT			
DATE DRAWN	FIELD WORK DATE	FIELD BOOK #	PAGE #
12-30-16	12-30-16		
DRAWN BY	CHECKED BY	APPROVED BY	SCALE
MS	MS	MS	1" = 40'

MELBOURNE - TILLMAN DRAINAGE DISTRICT CANAL #5 ACCESS EASEMENT
 SECTIONS 31 & 32, TOWNSHIP 28 SOUTH, RANGE 36 EAST
 BREVARD COUNTY, FLORIDA

REVISION	DATE	DESCRIPTION	YOUR CREDIT NUMBER

DIRECTOR CERTIFICATE
 [Signature]
 9-4-2014

SHEET NAME	9155-24-109
YOUR ORDER NO.	9155-24
SHEET	1 of 2



ST. JOHNS RIVER WATER MANAGEMENT DISTRICT P.O. BOX 1007 PALM BAY, FLORIDA			
DATE DRAWN: 1-4-2024	FIELD WORK DATE: NONE	FIELD BOOK & PAGE NONE	SCALE: 1"=40'
DRAWN BY: RG	CHECKED BY: RG	APPROVED BY: RG	

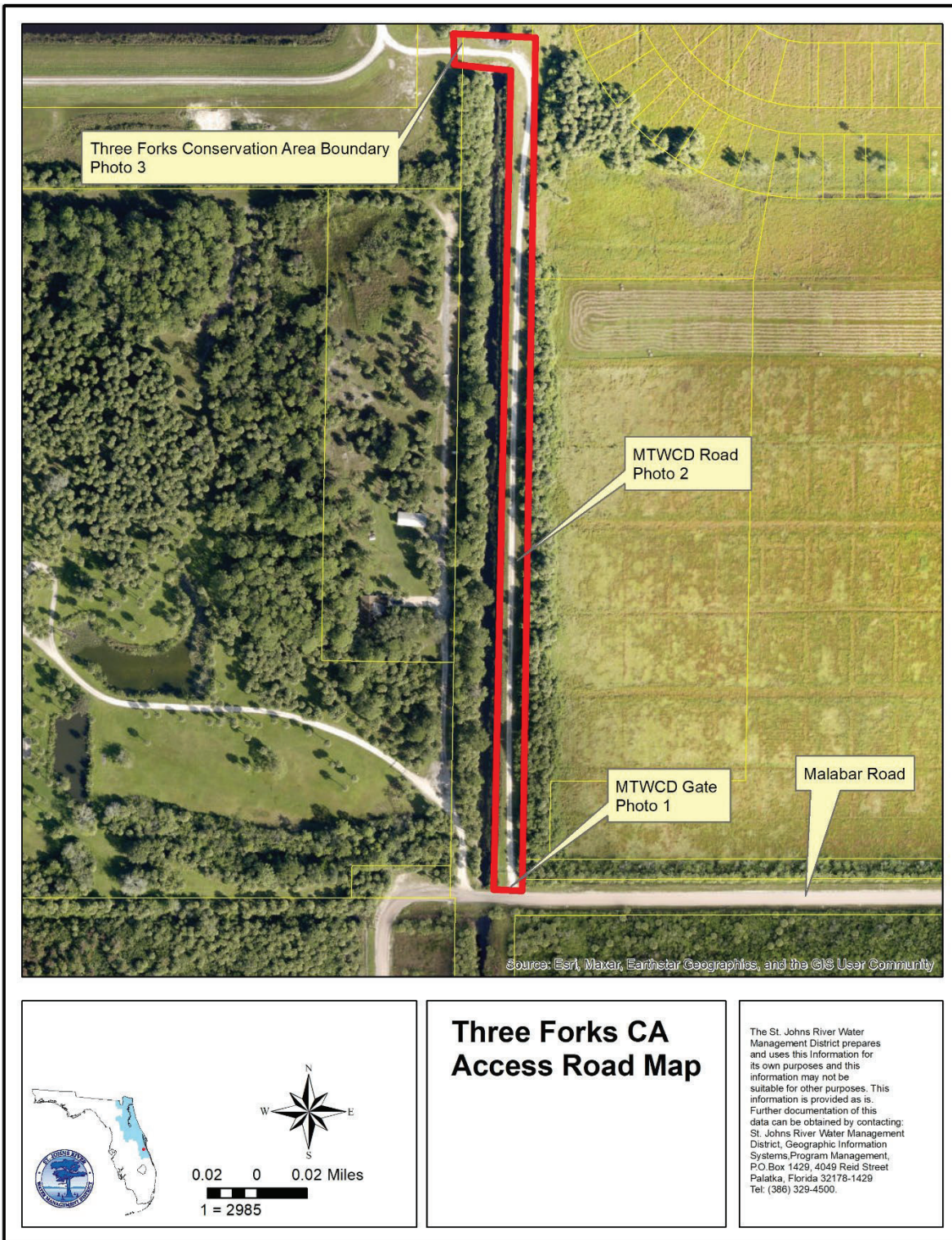
MELBOURNE - TILLMAN DRAINAGE DISTRICT CANAL #5 ACCESS EASEMENT
 SECTIONS 31 & 32, TOWNSHIP 28 SOUTH, RANGE 36 EAST
 BREVARD COUNTY, FLORIDA

REVISION DATE	DESCRIPTION	REVISION NUMBER

SURVEYOR CERTIFICATION
 I, *[Signature]*,
 COUNTY OF BREVARD, FLORIDA
 DATE: 7-4-24

FILE NAME:
 100-24-000
 WORK ORDER NO.:
 100-24
 SHEET:
 2 of 2

Exhibit "B"
 its employees, agents, contractors, successors, and assigns



Author: Source:C:\Users\cmurray\OneDrive - St. Johns River Water Management District\Documents\ArcGIS\Base Map.mxd, Time:5/13/2026 2:59:34 PM

“Photo 1”



“Photo 2”



“Photo 3”

