

Meeting Date
August 9, 2016



AGENDA	
Section	New Business
Item No.	VI. A. 2

**AGENDA REPORT**  
**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

SUBJECT:		Approval Re: Consideration of the Contract for Sale and Purchase (Parcel 101) between Brevard County (seller) and Canaveral Crossroads, LLC (buyer) and a Resolution for the sale of County owned Property- District-2. (Fiscal Impact: None)						
DEPT/OFFICE:		Public Works Department / Land Acquisition Section						
Requested Action:								
It is requested that the Board of County Commissioners: 1) Consider the Contract for Sale and Purchase (Parcel 101) between Brevard County (seller) and Canaveral Crossroads, LLC (buyer), and if approved, 2) Authorize the Chairman to execute the Contract for Sale and Purchase, 3) Adopt and authorize the Chairman to execute a Resolution for the sale, 4) Authorize County Manager to execute any documents associated with the closing.								
Summary Explanation & Background:								
The subject property is located in Section 11, Township 24 South, Range 36 East.								
The subject property is approximately 4,215 square feet (±10 Acre) and is located at the intersection of Marine Harbor Drive and SR#3 (Courtenay Parkway). County Staff has determined that, other than for surface drainage flow, the County has no future need for the property. However, the County is reserving an easement over this area for the drainage flow.								
On May 3, 2016, the Board of County Commissioners considered an application for vacating the subject property to the adjoining owner (Canaveral Crossroads, LLC). The Board was given various options to consider and after discussion, it was voted unanimously to offer the property to the applicant for a maximum purchase price of \$15,000 with authorization given to staff to negotiate the best transaction on behalf of the County.								
The Contract has been presented to Canaveral Crossroads, LLC and they have made a counteroffer of <b>\$7,860.00</b> . The Counteroffer is at a lower value and is summarized in their letter as follows: the assessed value given to the adjacent property by the Brevard County Property Appraiser's office is lower than the Offer made by the County based on per square foot value of the adjacent property in the amount of approximately <b>\$1.86</b> per square foot ( <b>\$7,840.00</b> ).								
The applicant is also requesting a reduction in compensation for the property to mitigate their initial expenditures for the vacating application fee and public notice in the newspaper at a reduction in cost of <b>\$640.00</b> .								
Fiscal Impact: FY 2016-2017: No impact <b>FY 2017-2018: No impact</b>								
(See Page 2)								
Clerk to the Board Instructions: Return original executed Contract for Sale and Purchase, original executed Resolution and Board Approval Memo to Department.								
Exhibits Attached: Copy of Canaveral Crossroads, LLC Letter dated June 7, 2016, original Contract for Sale and Purchase with Exhibits A & B, original Resolution with Exhibit A, copy of Board Memo and Agenda from May 3, 2016, Location Map								
Contract /Agreement (If attached):		Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager		Assistant County Manager		Department Director / Extension				
Stockton Whitten		Assistant County Manager		John Denninghoff / 57202				



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

August 10, 2016

MEMORANDUM

TO: John Denninghoff, Public Works Director

RE: Item VI.A.2., Resolution and Contract for Sale and Purchase (Parcel 101) with Canaveral Crossroads, LLC (buyer), for Sale of County Owned Property

The Board of County Commissioners, in regular session on August 9, 2016, adopted Resolution No. 16-118, authorizing conveyance of property interest by the County and providing conditions of the Sale; approved the Contract for Sale and Purchase of Parcel 101 between Brevard County (seller) and Canaveral Crossroads, LLC (buyer); executed the Contract for Sale and Purchase of the property; and authorized County Manager to execute any documents associated with the closing. Enclosed are a certified copy of the Resolution and a fully-executed Contract for Sale and Purchase.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

for *Donna Scott*  
Tammy Rowe, Deputy Clerk

/kp

Encls. (2)

cc: County Manager  
Finance  
Budget

RESOLUTION NO. 2016 - 118

**RESOLUTION PURSUANT TO SECTION 125.35, FLORIDA STATUTES AUTHORIZING THE CONVEYANCE OF PROPERTY INTEREST BY THE COUNTY AND PROVIDING FOR CONDITIONS OF SALE.**

**WHEREAS**, Brevard County, Florida, a political subdivision of the State of Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, hereafter known as the COUNTY, owns a parcel of land within the limits of Brevard County, Florida, described in Exhibit "A"; and

**WHEREAS**, Canaveral Crossroads, LLC has requested the COUNTY convey its ownership rights, subject to a drainage easement, in accordance with Section 125.35 of the Florida Statutes; and

**WHEREAS**, BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS has previously declared the property as surplus; and

**WHEREAS**, the COUNTY has determined that the property has no current or future use for the County; and

**NOW, THEREFORE**, BE IT RESOLVED BY BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS that;

The COUNTY hereby agrees to convey ownership, subject to a drainage easement, to Canaveral Crossroads, LLC.

This Resolution shall take effect immediately.

**DONE, ORDERED and ADOPTED** in Regular Session this 9 day of AUG, 2016.

ATTEST:

  
\_\_\_\_\_  
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

  
\_\_\_\_\_  
Jim Barfield, Chairman

As approved by the Board on 8/9/16

# BOUNDARY SURVEY

# EXHIBIT A SHEET 1 OF 2

PARCEL 101  
SECTION 11, TOWNSHIP 24 SOUTH, RANGE 36 EAST  
PARCEL ID\* N/A (PUBLIC RIGHT-OF-WAY)

FOR SKETCH OF DESCRIPTION SEE SHEET 2  
NOT VALID WITHOUT SHEET 2 OF 2

## LEGAL DESCRIPTION: PARCEL 101 (BY SURVEYOR)

A PARCEL OF LAND LYING IN SECTION 11, TOWNSHIP 24 SOUTH, RANGE 36 EAST, TALLAHASSEE BASE MERIDIAN, BREVARD COUNTY, FLORIDA, OVER AND ACROSS A PART OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 6890, PAGE 2520, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF NORTH COURTENAY PARKWAY AND THE SOUTH PROPERTY LINE OF THE CANAVERAL PORT AUTHORITY (DESCRIBED AS THE POINT-OF-BEGINNING IN OFFICIAL RECORDS BOOK 6212, PAGE 2393, AFORESAID PUBLIC RECORDS); THENCE  $79^{\circ}58'00''$ W, ALONG THE SOUTH LINE OF THE LANDS OF THE CANAVERAL PORT AUTHORITY, A DISTANCE OF 20.09 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1218, PAGE 924, AND ALSO LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH COURTENAY PARKWAY; THENCE WITH AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES, TO WIT:  $504^{\circ}33'58''$ E, A DISTANCE OF 80.00 FEET; THENCE  $79^{\circ}58'06''$ E, A DISTANCE OF 4.04 FEET; THENCE  $504^{\circ}33'58''$ E, A DISTANCE OF 119.26 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF MARINE HARBOR DRIVE AND THE POINT-OF-BEGINNING; THENCE CONTINUE  $504^{\circ}33'58''$ E, ALONG THE EXTENSION OF SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 11.44 FEET; THENCE  $570^{\circ}03'52''$ W, A DISTANCE OF 147.81 FEET; THENCE  $57^{\circ}57'07''$ W, A DISTANCE OF 54.12 FEET TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF MARINE HARBOR DRIVE; THENCE  $79^{\circ}48'12''$ E, ALONG SAID NORTHERLY LINE, A DISTANCE OF 186.87 FEET TO THE POINT-OF-BEGINNING.

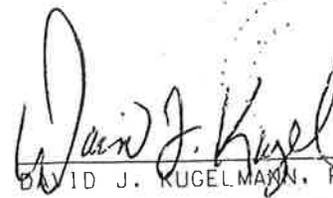
CONTAINING 4,215 SQUARE FEET, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

### SURVEYOR'S NOTES:

1. THIS IS A FIELD BOUNDARY SURVEY, LAST FIELD DATE 11/20/2015.
2. BEARINGS DEPICTED HEREON ARE BASED ON THE UNITED STATES ARMY CORPS. OF ENGINEERS BEARING STRUCTURE FOR THE SOUTH PROPERTY LINE OF THE CANAVERAL PORT AUTHORITY LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 6212, PAGE 2393 AND BEING  $79^{\circ}58'00''$ E.
3. THIS DESCRIPTION WAS PREPARED PURSUANT TO OPINION OF TITLE PREPARED BY MOSLEY & WALLIS, P.A., DATED JULY 24, 2015.
4. BASED ON THE OPINION OF TITLE PER NOTE 3 ABOVE, THERE ARE NO MORTGAGES, LIENS OR EASEMENTS ENCUMBERING THIS PARCEL.
5. SURVEY DOES NOT WARRANT TITLE.
6. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT (S) SHOWN HEREON; COPIES ARE VALID ONLY WHEN SIGNED, DATED AND EMBOSSED WITH THE SURVEYOR'S SEAL.
7. NO UNDERGROUND IMPROVEMENTS WERE LOCATED AT TIME OF SURVEY.

MAP OF BOUNDARY SURVEY PREPARED FOR AND  
CERTIFIED TO: THE BREVARD COUNTY BOARD OF  
COUNTY COMMISSIONERS

KUGELMANN LAND SURVEYING, INC.  
30 NORTH TROPICAL TRAIL, SUITE B  
MERRITT ISLAND, FLORIDA 32953  
L.B. NO. 6575 - PHONE (321) 459-0930

  
DAVID J. KUGELMANN, PLS NO. 5117  
NOT VALID UNLESS SIGNED AND SEALED

DRAWN BY: V.E.M.	CHECKED BY: DJK	DRAWING: CAPECROSSINGVACATE2	SECTION 11
DATE: 01/06/16	SHEET 1 OF 2	REVISIONS	TOWNSHIP 24 SOUTH
		1) 11/20/2015 - CO REVIEW-VEM	RANGE 36 EAST
		2) 01/06/2016 - BDRY & LEGAL-VEM	

# BOUNDARY SURVEY

# EXHIBIT A SHEET 2 OF 2

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SECTION 11, TOWNSHIP 24 SOUTH, RANGE 36 EAST  
PARCEL ID\* N/A (PUBLIC RIGHT-OF-WAY)

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DESCRIPTION ON SHEET 1 OF 2

U.S. ARMY C.O.E. NORTH

GRAPHIC SCALE



1 INCH = 60 FEET

THIS IS A GRAPHIC DEPICTION OF  
THE LEGAL DESCRIPTION ON SHEET 1

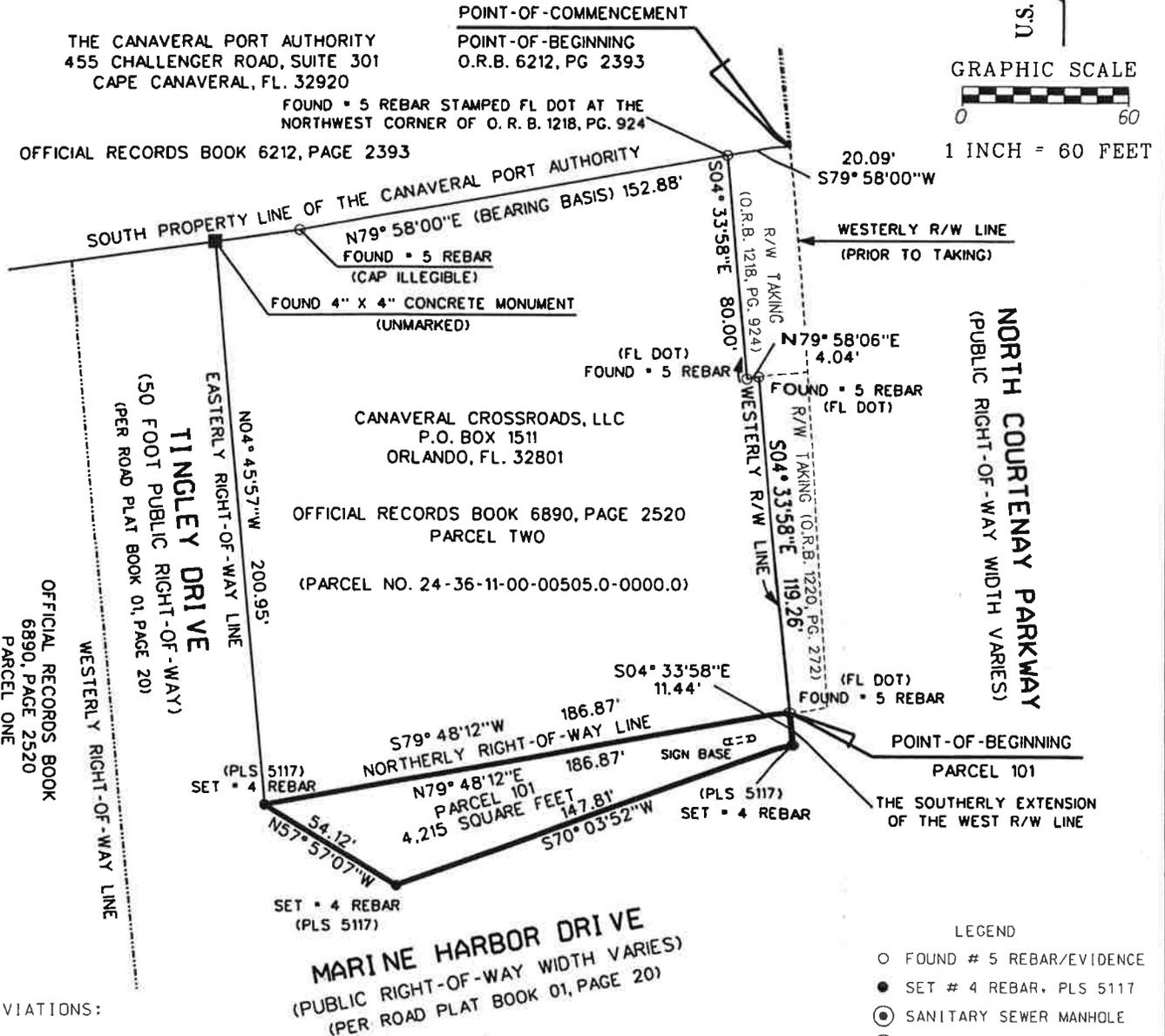
THE CANAVERAL PORT AUTHORITY  
455 CHALLENGER ROAD, SUITE 301  
CAPE CANAVERAL, FL. 32920

POINT-OF-COMMENCEMENT

POINT-OF-BEGINNING  
O.R.B. 6212, PG 2393

FOUND \* 5 REBAR STAMPED FL DOT AT THE  
NORTHWEST CORNER OF O. R. B. 1218, PG. 924

OFFICIAL RECORDS BOOK 6212, PAGE 2393



OFFICIAL RECORDS BOOK  
6890, PAGE 2520  
PARCEL ONE

WESTERLY RIGHT-OF-WAY LINE

EASTERLY RIGHT-OF-WAY LINE  
TINGLEY DRIVE  
(50 FOOT PUBLIC RIGHT-OF-WAY)  
(PER ROAD PLAT BOOK 01, PAGE 20)

MARINE HARBOR DRIVE  
PUBLIC RIGHT-OF-WAY WIDTH VARIES  
(PER ROAD PLAT BOOK 01, PAGE 20)

NORTH COURTENAY PARKWAY  
(PUBLIC RIGHT-OF-WAY WIDTH VARIES)

ABBREVIATIONS:

- PLS PROFESSIONAL LAND SURVEYOR
- DOT DEPARTMENT OF TRANSPORTATION
- R/W RIGHT-OF-WAY LINE
- P.O. POST OFFICE
- POB POINT-OF-BEGINNING
- POC POINT-OF-COMMENCEMENT
- FL. FLORIDA
- MEAS MEASURED
- P.U.E. PUBLIC UTILITIES EASEMENT
- U.S. UNITED STATES
- C.O.E. CORPS. OF ENGINEERS
- O.R.B. OFFICIAL RECORDS BOOK
- PG. PAGE

PROJECT CAPECROSSINGVACATE2  
SECTION 11, TOWNSHIP 24  
SOUTH, RANGE 36 EAST

KUGELMANN LAND SURVEYING, INC.

30 NORTH TROPICAL TRAIL, SUITE B  
MERRITT ISLAND, FLORIDA 32953  
L.B. NO. 6575 - PHONE (321) 459-0930

PREPARED BY: DAVID J. KUGELMANN, P.L.S.

- LEGEND
- FOUND # 5 REBAR/EVIDENCE
  - SET # 4 REBAR, PLS 5117
  - ⊙ SANITARY SEWER MANHOLE
  - STORM DRAIN MANHOLE
  - FOUND CONCRETE MONUMENT
  - ⊕ PERMANENT REFERENCE MARK

Prepared by:  
Office of the County Attorney  
2725 Judge Fran Jamieson Way  
Building C  
Viera, Florida 32940

**COUNTY DEED**  
(STATUTORY FORM - SECTION 125.411, F.S.)

**THIS INDENTURE**, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between **BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida**, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and **Canaveral Crossroads, LLC**, whose address is P.O. Box 540337, Merritt Island, FL 32954, party of the second part,

(Whenever used herein the terms "party of the first part" and "party of the second part" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Party of the first part" and "party of the second part" are used for singular and plural, as the context requires and the use of any gender shall include all genders)

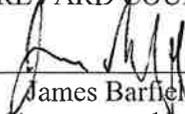
**WITNESSETH:** That the said party of the first part, for and in consideration of the sum of Ten Dollars, to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land situate, lying and being in Brevard County, Florida to wit:

See Exhibit "A" attached hereto and by reference made a part hereof, together with all riparian and littoral rights appertaining thereto, and all interests in subsurface oil, gas, and minerals pursuant to 270.11(3), F.S.

Reserving unto said party of the first part an easement for drainage and drainage related purposes in, to and across said land described in Exhibit "A" attached hereto with full right of ingress and egress for the construction, maintenance and repair of such facilities.

**IN WITNESS WHEREOF** the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid.

ATTEST:  
  
\_\_\_\_\_  
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA  
By:   
James Barfield, Chairman AUG 09 2016  
(As approved by the Board \_\_\_\_\_)

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**KUGELMANN LAND SURVEYING, INC.**  
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L.B. NO. 6575 - PHONE (321) 459-0930

  
DAVID J. KUGELMANN, PLS NO. 5117  
NOT VALID UNLESS SIGNED AND SEALED

DRAWN BY: V.E.M. DATE: 01/06/16	CHECKED BY: DJK SHEET 1 OF 2	DRAWING: CAPECROSSINGVACATE2 REVISIONS 1) 11/20/2015 - CO REVIEW-VEM 2) 01/06/2016 - BDY & LEGAL-VEM	SECTION 11 TOWNSHIP 24 SOUTH RANGE 36 EAST
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# BOUNDARY SURVEY

# EXHIBIT A SHEET 2 OF 2

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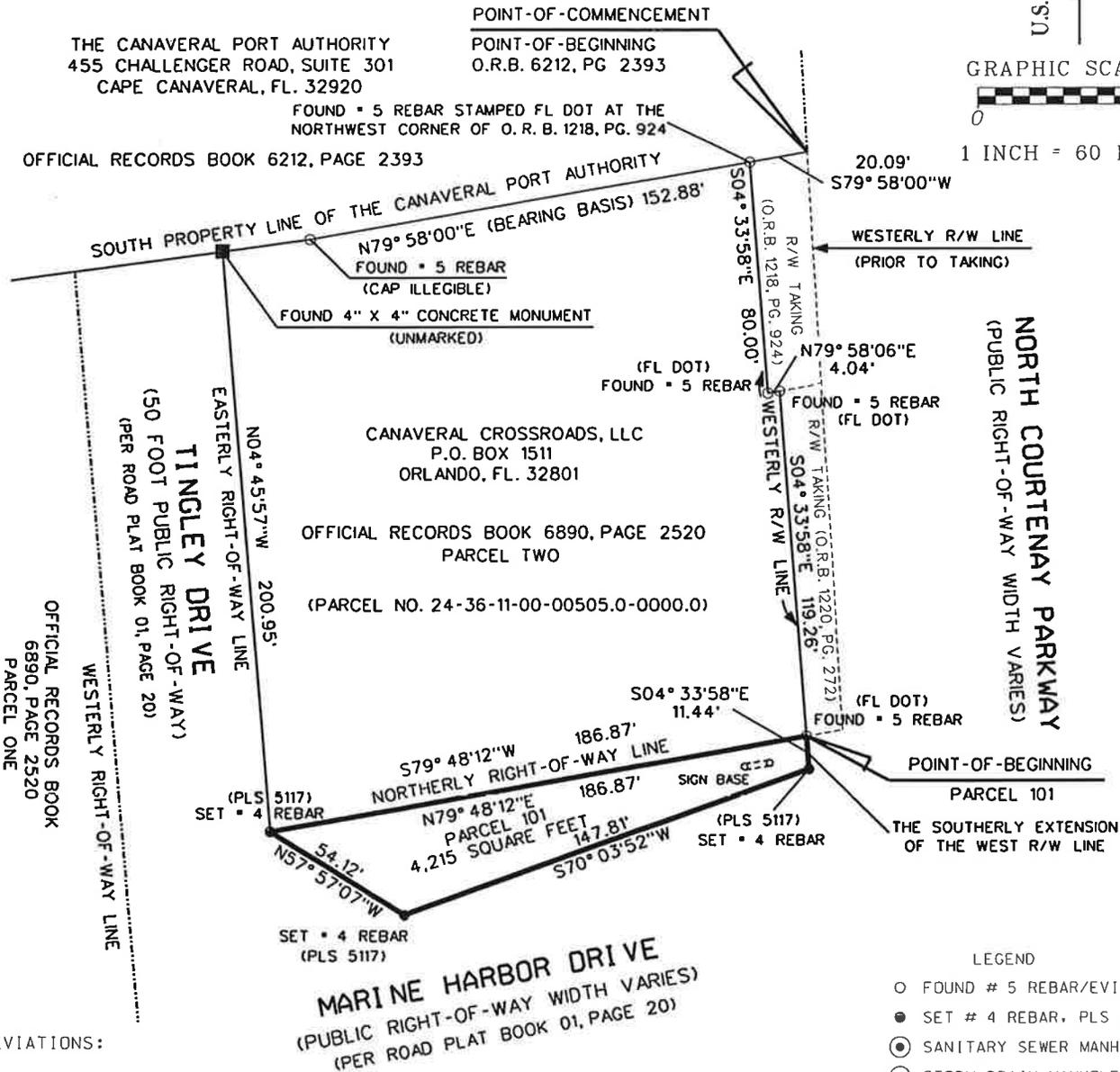
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L.B. NO. 6575 - PHONE (321) 459-0930

PREPARED BY: DAVID J. KUGELMANN, P.L.S.

## CONTRACT FOR SALE AND PURCHASE

**Seller:** Board of County Commissioners, Brevard County, Florida  
2725 Judge Fran Jamieson Way, Viera Florida, 32940

**Buyer:** Canaveral Crossroads, LLC, a Florida limited liability company  
P. O. Box 540337, Merritt Island, Florida, 32954 US

**Legal description of property being transferred:** See Attached Exhibit "A"

The transfer shall be made pursuant to the following terms and conditions and the Standards for Real Estate Transactions, attached to this contract.

**Purchase price:** ~~\$15,000.00 (Fifteen Thousand Dollars and no cents)~~ *\$7860.00 (SEVEN THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND NO CENTS)*

**Deposit:** \$1,500.00 shall be paid to an escrow account established and held by the Brevard County Clerk, such deposit to be applied to the purchase price.

**Time for acceptance of offer; effective date; facsimile:** If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before 08/09/2016, the deposit(s) will, at Seller's option, be returned and this offer withdrawn. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as originals.

**Title evidence:** At least 15 days before closing date,  Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney or  Buyer may at Buyer's option obtain a  title search and/or  title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

**Closing Date:** This transaction shall be closed and the deed and other closing papers delivered on or before 45 (forty-five) days from the effective date of this contract, unless modified by other provisions agreed to by the parties, Seller and Buyer in writing.

**Warranties:** The following warranties are made and shall survive closing.

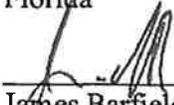
- a. SELLER warrants that there are no parties in occupancy other than Seller.
- b. SELLER hereby represents and warrants to the BUYER that SELLER has not engaged or dealt with any agent, broker or finder, in regard to this Agreement or to the sale and purchase of the property contemplated hereby.

**Inspections:** (a) BUYER shall have 30 days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire; (b) Buyer shall be responsible for prompt payment for such inspections and repair damage to and restoration of the Property resulting from such inspections and this provision (b) shall survive termination of this Contract; and (c) if Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel this Contract by delivering facsimile or written notice of such election to Seller prior to the expiration of the Inspection Period. If Buyer timely cancels this Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under this Contract, except as provided in this Paragraph. Unless Buyer exercises the right to cancel granted herein, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building, environmental, and safety codes,

restrictions of requirements and shall be responsible for any and all repairs and improvements required by Buyer's lender.

Special Clauses:     See attached addendum                     NOT APPLICABLE

Board of County Commissioners of Brevard County,  
Florida

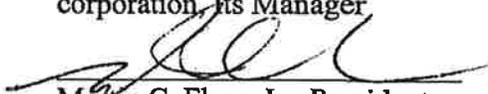
  
\_\_\_\_\_  
James Barfield, Chairman  
(As to Sellers)

Date: 8/9/16

Approved by Board: 8/9/16

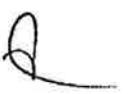
Canaveral Crossroads, LLC. A Florida limited liability  
company

By: Homemakers Management Corporation, a Florida  
corporation, Its Manager

  
\_\_\_\_\_  
Martin C. Flynn Jr., President  
(As to Buyers)

Date: 7/14/16

**This Area Intentionally Left Blank**



## STANDARDS FOR REAL ESTATE TRANSACTIONS

**A. EVIDENCE OF TITLE:** (Applicable in the event Buyer opts to obtain a title commitment) A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within 3 days thereafter, notify Seller in writing specifying defect(s). If the defect(s) render title unmarketable, Seller will have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall immediately be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is, Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) in the title within the time provided therefore. If Seller is unable to remove the defects within the times allowed therefore, Buyer shall either waive the defects or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract

**B. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same may have the Real Property surveyed and certified by a registered Florida surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

**C. TIME PERIOD:** Time is of the essence in this Contract.

**D. DOCUMENTS FOR CLOSING:** Seller shall furnish Quit Claim Deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish closing statement.

**E. EXPENSES:** Documentary stamps on the deed, if required and recording of corrective instruments shall be paid by Buyer. Buyer will pay for the cost of recording the deed.

**F. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Cash at closing shall be increased or decreased as may be required by prorations. Prorations will be made through day prior to occupancy if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current

year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill.

**G. SPECIAL ASSESSMENT LIENS:** Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Buyer.

**H. PROCEEDS OF SALE; CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. If abstract of title has been furnished, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. Proceeds of the sale shall be held in escrow a mutually acceptable escrow agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. The escrow and closing procedure required by this Standard shall be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (2015), as amended.

**I. FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby

Waiving any action for damages resulting from Seller's breach. In the event of any litigation arising out of this contract, each party shall bear its own attorney's fees and costs. The parties hereby agree to waive trial by jury.

**J. CONVEYANCE:** Seller shall convey title to the Real Property by Quit Claim Deed in substantially the same form as set forth in Section 125.411, Florida Statutes.

**K. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.





# BOUNDARY SURVEY

# EXHIBIT A SHEET 1 OF 2

PARCEL 101  
SECTION 11, TOWNSHIP 24 SOUTH, RANGE 36 EAST  
PARCEL ID# N/A (PUBLIC RIGHT-OF-WAY)

FOR SKETCH OF DESCRIPTION SEE SHEET 2  
NOT VALID WITHOUT SHEET 2 OF 2

## LEGAL DESCRIPTION: PARCEL 101 (BY SURVEYOR)

A PARCEL OF LAND LYING IN SECTION 11, TOWNSHIP 24 SOUTH, RANGE 36 EAST, TALLHASSEE BASE MERIDIAN, BREVARD COUNTY, FLORIDA, OVER AND ACROSS A PART OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 6890, PAGE 2520, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF NORTH COURTENAY PARKWAY AND THE SOUTH PROPERTY LINE OF THE CANAVERAL PORT AUTHORITY (DESCRIBED AS THE POINT-OF-BEGINNING IN OFFICIAL RECORDS BOOK 6212, PAGE 2393, AFORESAID PUBLIC RECORDS); THENCE S79° 58' 00" W, ALONG THE SOUTH LINE OF THE LANDS OF THE CANAVERAL PORT AUTHORITY, A DISTANCE OF 20.09 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1218, PAGE 924, AND ALSO LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH COURTENAY PARKWAY; THENCE WITH AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES, TO WIT: S04° 33' 58" E, A DISTANCE OF 80.00 FEET; THENCE N79° 58' 06" E, A DISTANCE OF 4.04 FEET; THENCE S04° 33' 58" E, A DISTANCE OF 119.26 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF MARINE HARBOR DRIVE AND THE POINT-OF-BEGINNING; THENCE CONTINUE S04° 33' 58" E, ALONG THE EXTENSION OF SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 11.44 FEET; THENCE S70° 03' 52" W, A DISTANCE OF 147.81 FEET; THENCE N57° 57' 07" W, A DISTANCE OF 54.12 FEET TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF MARINE HARBOR DRIVE; THENCE N79° 48' 12" E, ALONG SAID NORTHERLY LINE, A DISTANCE OF 186.87 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 4,215 SQUARE FEET, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

### SURVEYOR'S NOTES:

1. THIS IS A FIELD BOUNDARY SURVEY. LAST FIELD DATE 11/20/2015.
2. BEARINGS DEPICTED HEREON ARE BASED ON THE UNITED STATES ARMY CORPS. OF ENGINEERS BEARING STRUCTURE FOR THE SOUTH PROPERTY LINE OF THE CANAVERAL PORT AUTHORITY LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 6212, PAGE 2393 AND BEING N79° 58' 00" E.
3. THIS DESCRIPTION WAS PREPARED PURSUANT TO OPINION OF TITLE PREPARED BY MOSLEY & WALLIS, P.A., DATED JULY 24, 2015.
4. BASED ON THE OPINION OF TITLE PER NOTE 3 ABOVE, THERE ARE NO MORTGAGES, LIENS OR EASEMENTS ENCUMBERING THIS PARCEL.
5. SURVEY DOES NOT WARRANT TITLE.
6. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT (S) SHOWN HEREON; COPIES ARE VALID ONLY WHEN SIGNED, DATED AND EMBOSSED WITH THE SURVEYOR'S SEAL.
7. NO UNDERGROUND IMPROVEMENTS WERE LOCATED AT TIME OF SURVEY.

MAP OF BOUNDARY SURVEY PREPARED FOR AND CERTIFIED TO: THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

KUGELMANN LAND SURVEYING, INC.  
30 NORTH TROPICAL TRAIL, SUITE B  
MERRITT ISLAND, FLORIDA 32953  
L.B. NO. 6575 - PHONE (321) 459-0930

  
DAVID J. KUGELMANN, PLS NO. 5117  
NOT VALID UNLESS SIGNED AND SEALED

DRAWN BY: V.E.M.

CHECKED BY: DJK

DRAWING: CAPECROSSINGVACATE2  
REVISIONS

SECTION 11

DATE: 01/06/16

SHEET 1 OF 2

1) 11/20/2015 - CO REVIEW-VEM  
2) 01/06/2016 - BDY & LEGAL-VEM

TOWNSHIP 24 SOUTH  
RANGE 36 EAST



## CONTRACT FOR SALE AND PURCHASE

**Seller:** Board of County Commissioners, Brevard County, Florida  
2725 Judge Fran Jamieson Way, Viera Florida, 32940

**Buyer:** Canaveral Crossroads, LLC, a Florida limited liability company  
P. O. Box 540337, Merritt Island, Florida, 32954 US

**Legal description of property being transferred:** See Attached Exhibit "A"

The transfer shall be made pursuant to the following terms and conditions and the Standards for Real Estate Transactions, attached to this contract.

**Purchase price:** ~~\$15,000.00 (Fifteen Thousand Dollars and no cents)~~ *\$7,860.00 (Seven Thousand Eight Hundred Sixty Dollars and no cents)*

**Deposit:** \$1,500.00 shall be paid to an escrow account established and held by the Brevard County Clerk, such deposit to be applied to the purchase price.

**Time for acceptance of offer; effective date; facsimile:** If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before 08/09/2016, the deposit(s) will, at Seller's option, be returned and this offer withdrawn. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as originals.

**Title evidence:** At least 15 days before closing date,  Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney or  Buyer may at Buyer's option obtain a  title search and/or  title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

**Closing Date:** This transaction shall be closed and the deed and other closing papers delivered on or before 45 (forty-five) days from the effective date of this contract, unless modified by other provisions agreed to by the parties, Seller and Buyer in writing.

**Warranties:** The following warranties are made and shall survive closing.

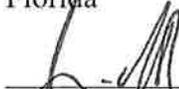
- a. SELLER warrants that there are no parties in occupancy other than Seller.
- b. SELLER hereby represents and warrants to the BUYER that SELLER has not engaged or dealt with any agent, broker or finder, in regard to this Agreement or to the sale and purchase of the property contemplated hereby.

**Inspections:** (a) BUYER shall have 30 days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire; (b) Buyer shall be responsible for prompt payment for such inspections and repair damage to and restoration of the Property resulting from such inspections and this provision (b) shall survive termination of this Contract; and (c) if Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel this Contract by delivering facsimile or written notice of such election to Seller prior to the expiration of the Inspection Period. If Buyer timely cancels this Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under this Contract, except as provided in this Paragraph. Unless Buyer exercises the right to cancel granted herein, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building, environmental, and safety codes,

restrictions of requirements and shall be responsible for any and all repairs and improvements required by Buyer's lender.

**Special Clauses:**      See attached addendum              NOT APPLICABLE

Board of County Commissioners of Brevard County,  
Florida

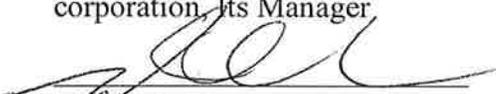
 \_\_\_\_\_ Date: 8/9/16

James Barfield, Chairman  
(As to Sellers)

Approved by Board: 8/9/16

Canaveral Crossroads, LLC. A Florida limited liability  
company

By: Homemakers Management Corporation, a Florida  
corporation, Its Manager

 \_\_\_\_\_ Date: 7/14/16

Martin C. Flynn Jr., President  
(As to Buyers)

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## STANDARDS FOR REAL ESTATE TRANSACTIONS

**A. EVIDENCE OF TITLE:** (Applicable in the event Buyer opts to obtain a title commitment) A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within 3 days thereafter, notify Seller in writing specifying defect(s). If the defect(s) render title unmarketable, Seller will have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall immediately be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) in the title within the time provided therefore. If Seller is unable to remove the defects within the times allowed therefore, Buyer shall either waive the defects or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract

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**C. TIME PERIOD:** Time is of the essence in this Contract.

**D. DOCUMENTS FOR CLOSING:** Seller shall furnish **Quit Claim Deed**, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish closing statement.

**E. EXPENSES:** Documentary stamps on the deed, if required and recording of corrective instruments shall be paid by Buyer. Buyer will pay for the cost of recording the deed.

**F. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Cash at closing shall be increased or decreased as may be required by prorations. Prorations will be made through day prior to occupancy if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current

year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill.

**G. SPECIAL ASSESSMENT LIENS:** Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Buyer.

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**I. FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby

Waiving any action for damages resulting from Seller's breach. In the event of any litigation arising out of this contract, each party shall bear its own attorney's fees and costs. The parties hereby agree to waive trial by jury.

**J. CONVEYANCE:** Seller shall convey title to the Real Property by Quit Claim Deed in substantially the same form as set forth in Section 125.411, Florida Statutes.

**K. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or **binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.**



**L. DISCLOSURES:** (a) There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer; (b) Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property; (c) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation; (d) Seller has no knowledge of any repairs or improvements made of the Property without compliance with governmental regulation which have not been disclosed to Buyer (Property is vacant).

**M. PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

Approved by the Board on: August 9, 2016  
Agenda Item #: VI.A.2

**ADDENDUM**

**SPECIAL CLAUSES ATTACHED TO AND MADE A PART OF THIS CONTRACT**

1. Buyer shall pay all closing cost related to this transaction.  
Initials (Buyer) [Signature] Initials (Seller) [Signature]
2. Exhibit "B" shall be the official memo generated by the Clerk to the Board of County Commissioners of the action taken by the Board and its Chairman on May 3, 2016.
3. Seller reserves an easement for drainage purposes over the property described in Exhibit "A".  
Initials (Buyer) [Signature] Initials (Seller) [Signature]

[Signature]

**L. DISCLOSURES:** (a) There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer; (b) Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property; (c) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation; (d) Seller has no knowledge of any repairs or improvements made of the Property without compliance with governmental regulation which have not been disclosed to Buyer (Property is vacant).

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Approved by the Board on: August 9, 2016  
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3. Seller reserves an easement for drainage purposes over the property described in Exhibit "A".  
Initials (Buyer) CS Initials (Seller) \_\_\_\_\_



# BOUNDARY SURVEY

# EXHIBIT A SHEET 1 OF 2

PARCEL 101  
SECTION 11, TOWNSHIP 24 SOUTH, RANGE 36 EAST  
PARCEL ID\* N/A (PUBLIC RIGHT-OF-WAY)

FOR SKETCH OF DESCRIPTION SEE SHEET 2  
NOT VALID WITHOUT SHEET 2 OF 2

## LEGAL DESCRIPTION: PARCEL 101 (BY SURVEYOR)

A PARCEL OF LAND LYING IN SECTION 11, TOWNSHIP 24 SOUTH, RANGE 36 EAST, TALLAHASSEE BASE MERIDIAN, BREVARD COUNTY, FLORIDA, OVER AND ACROSS A PART OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 6890, PAGE 2520, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF NORTH COURTENAY PARKWAY AND THE SOUTH PROPERTY LINE OF THE CANAVERAL PORT AUTHORITY (DESCRIBED AS THE POINT-OF-BEGINNING IN OFFICIAL RECORDS BOOK 6212, PAGE 2393, AFORESAID PUBLIC RECORDS); THENCE S79° 58'00"W, ALONG THE SOUTH LINE OF THE LANDS OF THE CANAVERAL PORT AUTHORITY, A DISTANCE OF 20.09 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1218, PAGE 924, AND ALSO LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH COURTENAY PARKWAY; THENCE WITH AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES, TO WIT: S04° 33'58"E, A DISTANCE OF 80.00 FEET; THENCE N79° 58'06"E, A DISTANCE OF 4.04 FEET; THENCE S04° 33'58"E, A DISTANCE OF 119.26 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF MARINE HARBOR DRIVE AND THE POINT-OF-BEGINNING; THENCE CONTINUE S04° 33'58"E, ALONG THE EXTENSION OF SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 11.44 FEET; THENCE S70° 03'52"W, A DISTANCE OF 147.81 FEET; THENCE N57° 57'07"W, A DISTANCE OF 54.12 FEET TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF MARINE HARBOR DRIVE; THENCE N79° 48'12"E, ALONG SAID NORTHERLY LINE, A DISTANCE OF 186.87 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 4,215 SQUARE FEET, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

### SURVEYOR'S NOTES:

1. THIS IS A FIELD BOUNDARY SURVEY, LAST FIELD DATE 11/20/2015.
2. BEARINGS DEPICTED HEREON ARE BASED ON THE UNITED STATES ARMY CORPS. OF ENGINEERS BEARING STRUCTURE FOR THE SOUTH PROPERTY LINE OF THE CANAVERAL PORT AUTHORITY LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 6212, PAGE 2393 AND BEING N79° 58' 00"E.
3. THIS DESCRIPTION WAS PREPARED PURSUANT TO OPINION OF TITLE PREPARED BY MOSLEY & WALLIS, P.A., DATED JULY 24, 2015.
4. BASED ON THE OPINION OF TITLE PER NOTE 3 ABOVE, THERE ARE NO MORTGAGES, LIENS OR EASEMENTS ENCUMBERING THIS PARCEL.
5. SURVEY DOES NOT WARRANT TITLE.
6. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT (S) SHOWN HEREON; COPIES ARE VALID ONLY WHEN SIGNED, DATED AND EMBOSSED WITH THE SURVEYOR'S SEAL.
7. NO UNDERGROUND IMPROVEMENTS WERE LOCATED AT TIME OF SURVEY.

MAP OF BOUNDARY SURVEY PREPARED FOR AND  
CERTIFIED TO: THE BREVARD COUNTY BOARD OF  
COUNTY COMMISSIONERS

KUGELMANN LAND SURVEYING, INC.  
30 NORTH TROPICAL TRAIL, SUITE B  
MERRITT ISLAND, FLORIDA 32953  
L.B. NO. 6575 - PHONE (321) 459-0930

  
DAVID J. KUGELMANN, PLS NO. 5117  
NOT VALID UNLESS SIGNED AND SEALED

DRAWN BY: V.E.M.

CHECKED BY: DJK

DRAWING: CAPECROSSINGVACATE2

SECTION 11

DATE: 01/06/16

SHEET 1 OF 2

REVISIONS  
1) 11/20/2015 - CO REVIEW-VEM  
2) 01/06/2016 - BDY & LEGAL-VEM

TOWNSHIP 24 SOUTH  
RANGE 36 EAST



**BOARD OF COUNTY COMMISSIONERS**

AGENDA: APPROVAL OF CONTRACT BETWEEN BREVARD COUNTY (SELLER)  
AND CANAVERAL CROSSROADS, LLC (BUYER) AND RESOLUTION –  
DISTRICT 2

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION

AGENCY CONTACT: BLAISE M. MANCINI, LAND ACQUISITION SPECIALIST

CONTACT PHONE: 321-690-6847

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u>DPJ</u>	_____	<u>7/14/16</u>
COUNTY ATTORNEY Eden Bentley Deputy County Attorney	<u>See attached</u>	_____	<u>7/19/2016</u>
PUBLIC WORKS John Denninghoff, Director	<u>JSD</u>	_____	<u>7/27/2016</u>

AGENDA DUE DATE: July 26, 2016 for the August 9, 2016 Board Meeting

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

**PLEASE CALL DEBBIE CRUZ AT 690-6847 (5-6847) WHEN READY TO BE PICKED UP.**

**THANK YOU.**

**BOARD OF COUNTY COMMISSIONERS**

AGENDA: APPROVAL OF CONTRACT BETWEEN BREVARD COUNTY (SELLER)  
AND CANAVERAL CROSSROADS, LLC (BUYER) AND RESOLUTION -  
DISTRICT 2

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION

AGENCY CONTACT: BLAISE M. MANCINI, LAND ACQUISITION SPECIALIST

CONTACT PHONE: 321-690-6847

REVIEW

	APPROVE	DISAPPROVE	DATE
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COUNTY ATTORNEY Eden Bentley Deputy County Attorney <u>Rec'd 7/19/2016</u>	<u>EB</u>	_____	<u>7/19/2016</u>
PUBLIC WORKS John Denninghoff, Director	_____	_____	_____

AGENDA DUE DATE: July 26, 2016 for the August 9, 2016 Board Meeting

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THANK YOU.

PAGE 2

**CONSIDERATION OF CONTRACT FOR SALE AND PURCHASE  
BETWEEN BREVARD COUNTY AND CANAVERAL CROSSINGS, LLC**

It is requested that the Board consider the following three options and provide direction to staff:

- 1) Accept the counteroffer from Buyer and direct staff to close the transaction.
- 2) Reject the counteroffer for the purchase of the County owned property (Parcel 101), directing staff to continue negotiations.
- 3) Take no action thus rejecting the counteroffer.

It is staff's recommendation that the Board select option one and direct staff accordingly.

As required by Florida Statute 125.35, conveyance of real property interest by the County requires the Board of County Commissioners to adopt a Resolution.

Canaveral Crossroads, LLC

P.O. Box 540337  
Merritt Island, FL 32954  
321-418-8841

June 7, 2016

Blaise Mancini, Land Acquisition Specialist  
Brevard County Public Works  
2725 Judge Fran Jamieson Way  
Viera, Florida, 32940

Re: Justification for reduction of purchase offer for Lands as described in the attached "Exhibit A", sheets I and 2, lying in Section 11, Township 24 South, Range 36 East, Brevard County, Florida.

Dear Mr. Mancini:

The owners of Cape Crossing Resort and Marina, (Canaveral Crossroads, LLC, hereinafter referred to as CC LLC) currently under development at the former Tingley Marina Site, do hereby propose the following counter-offer for purchase of the above referenced Lands:

\$ 8,500.00 less the cost of \$ 640.00 processing fee (paid to Brevard County) for "Petition to Vacate" for an aggregate offer of \$ 7,860.00.

Over the past twelve months CC LLC has incurred numerous expenses relating to what was perceived as a simple Vacating Petition, now land purchase, including Attorney's fees for Title Opinion(s), Surveyor's fees for Boundary Survey, Chain of Title research, meetings and communication(s) with Brevard County personal.

The above offer represents a cost of \$ 1.86 per square foot which is well above appraised value of surrounding lands. Further lowering the value of said Lands per "Exhibit A" is Brevard County's requirement for a Surface Drainage Easement over the entire Parcel, and we are still required to pay all closing costs.

Respectfully:



Martin Flynn, Jr.  
Managing Partner

cc: Michael McPhillips  
Attachments



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

May 4, 2016

MEMORANDUM

TO: John Denninghoff, Public Works Director

RE: Item VI.A.1, Approval of Disposal of Surplus/Unused Right-of-Way for Marine Harbor Drive Right-of-Way (Barge Canal and Courtenay Parkway)

The Board of Commissioners, in regular session on May 3, 2016, approved Option 2 for disposal of surplus/unused right-of-way for Marine Harbor Drive; and authorized you to decide on sale amount.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/cm

cc: Finance  
Budget



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
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BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/cm

cc: Finance  
Budget

*2 pg Attachments*

Meeting Date
May 03, 2016



AGENDA	
Section	New Business
Item No.	VI A 1

**AGENDA REPORT**  
**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

SUBJECT:	Marine Harbor Drive Right of Way (Barge Canal and Courtenay Parkway) – District 2							
DEPT/OFFICE:	Public Works Department							
Requested Action:	<p>It is requested that the Board of County Commissioners consider taking action on the <b>three</b> options listed below for the disposal of surplus/unused right of way.</p>							
Summary Explanation & Background:	<p>The subject property is located in Section 11, Township 24 South, Range 36 East.</p> <p>Public Works staff has been contacted by Canaveral Crossroads, LLC (the adjacent property owner) in order to acquire a portion of unused right of way via a vacating request in order to create a passive open space and signage area. Staff has researched the title history of the subject property and determined that there is no reversionary clause so that if Canaveral Crossroads wished to purchase the right of way there is a possibility that approach could be taken.</p> <p>It is requested that the Board consider the three options below and provide direction to staff:</p> <ol style="list-style-type: none"> <li>1. Vacate as requested maintaining an easement over the vacated parcel in favor of Brevard County for drainage and utilities (In addition to the standard \$640 Administration fee paid for by the applicant, we will require a title policy be provided by the petitioner in the amount of \$15,000.00 for the easement conveyed back to the County).</li> <li>2. Declare the area as surplus and sell to the adjacent property owner reserving an easement in favor of Brevard County for drainage and utilities (estimated sale to be \$8,200.00 based on the recent sale price of the adjacent property and again with a title policy in the amount of \$15,000.00 from the purchaser will be required for the retained easement).</li> <li>3. Take no action and leave the parcel in question as right of way.</li> </ol> <p>Fiscal impact: Option 1: None.          Option 2: Actual sale price.          Option 3: None.</p>							
Clerk to the Board Instructions: Forward Board action memorandum to Department.								
Exhibits Attached: Maps								
<table border="1"> <tr> <td>Contract /Agreement (If attached):</td> <td>Reviewed by County Attorney</td> <td>Yes <input type="checkbox"/></td> <td>No <input type="checkbox"/></td> <td>PR <input type="checkbox"/></td> </tr> </table>				Contract /Agreement (If attached):	Reviewed by County Attorney	Yes <input type="checkbox"/>	No <input type="checkbox"/>	PR <input type="checkbox"/>
Contract /Agreement (If attached):	Reviewed by County Attorney	Yes <input type="checkbox"/>	No <input type="checkbox"/>	PR <input type="checkbox"/>				
County Manager	Assistant County Manager	Department Director / Extension						
Stockton Whitten	Assistant County Manager	 John Denninghoff / 57202						

# LOCATION MAP

SEC: 11 TWP: 24 S RNG: 36 DISTRICT: 2

STREET NAME: Intersection of Marine Harbor Dr and SR 3 (North Courtenay Parkway)

OWNER'S NAME: Brevard County, Florida

