



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.7.

3/12/2024

### Subject:

Approval, Re: Dedication of Right of Way by Quit Claim Deed from Mike Erdman Motors, Inc. and Plumosa Investment Partners, LLC Related to the Christian Commons Plat - District 2.

### Fiscal Impact:

None

### Dept/Office:

Public Works Department / Land Acquisition

### Requested Action:

It is requested that the Board of County Commissioners accept the attached Quit Claim Deed.

### Summary Explanation and Background:

The subject property is located in Section 11, Township 24 South, Range 36 East, on the east side of South Plumosa Street in Merritt Island.

Simultaneous with this request under Consent, the Planning and Development department is requesting the Board of County Commissioners grant final plat approval of Christian Commons.

Mike Erdman Motors, Inc., and Plumosa Investment Partners, LLC, owners, have submitted Final Plat FM00007 for review and approval by the County for the development of a Commercial Retail Center. Upon review of the Plat, by the Brevard County Surveying and Mapping department, a request was made to the owners for a Quit Claim Deed to formalize Brevard County's maintenance of right of way along the east side of South Plumosa Street. The owners agreed to this request.

The User Department approves this request.

This acquisition follows the policies and procedures as set forth in Administrative Order 37.

### Clerk to the Board Instructions:



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

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Kimberly.Powell@brevardclerk.us

March 13, 2024

**MEMORANDUM**

**TO:** Mark Bernath, Public Works Director

Attn: Lucy Hamelers

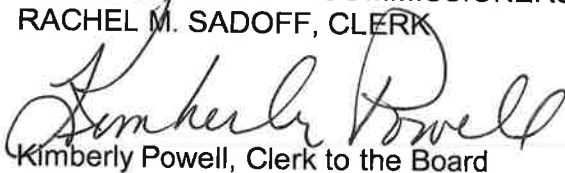
**RE:** Item F.7., Approval for Dedication of Right-of-Way by Quit Claim Deed from Mike Erdman Motors, Inc. and Plumosa Investment Partners, LLC Related to the Christian Commons Plat

The Board of County Commissioners, in regular session on March 12, 2024, approved and accepted the dedication of right-of-way by Quit Claim Deed from Mike Erdman Motors, Inc. and Plumosa Investment Partners, LLC related to the Christian Commons Plat. Enclosed is a fully-executed Contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK



Kimberly Powell, Clerk to the Board

Encl. (1)

cc: Asset Management

Subdivision No. 23FM00007

Project Name Christian Commons

**Subdivision Infrastructure  
Contract**

THIS CONTRACT entered into this 12 day of March, 2024, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and Plumosa Investment Partners, LLC, hereinafter referred to as "PRINCIPAL."

WITNESSETH:

IN CONSIDERATION of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. The PRINCIPAL agrees to construct the improvements described below:

and all other improvements depicted in subdivision number 23FM00007. A copy of said plat to be recorded in the Plat Books of the Public Records of Brevard County.

2. Principal agrees to construct the improvements strictly in accordance with the plans and specifications on file in the Land Development Division (which construction is hereinafter referred to as the "Work"). Such plans and specifications (hereinafter referred to as the "Plans") are hereby incorporated into this Agreement by reference and made a part hereof. Principal warrants to County that the Work will conform to the requirements of the Plans and other requirements specified in the County's approval of the Work. Principal also warrants to County that the Work will be free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered to be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this paragraph 2.

If within two (2) years after approval and acceptance of the improvements by County, any Work is found to be defective, Principal shall promptly, without cost to County, either correct such defective Work, or, if it has been rejected by County, remove it from the site and replace it with nondefective Work. If Principal does not promptly comply with the terms of such instructions, County may elect any of the remedies provided for in paragraph 6 herein below. Corrective Work shall be warranted to be free from defects for a period of six (6) months. Any defect in such Work shall be corrected again by Principal promptly upon notice of the defect from County. In the event the maintenance bond given by Principal in connection with County's acceptance of the improvements is extended, the two (2) year warranty period provided for herein shall be extended for a like period.

To the extent assignable, Principal assigns to County all of Principal's warranty rights under its construction contract with the contractor constructing the improvements (including all warranties provided by law of in equity with respect to such construction contract), which warranties may be asserted by County on behalf of Principal in the event Principal fails to perform its warranty obligations hereunder. Where warranties granted hereunder overlap, the more stringent requirement shall control."

3. The PRINCIPAL agrees to complete said construction on or before the 31 day of December, 2024.

4. In order to guarantee performance of PRINCIPAL'S obligations herein contained, PRINCIPAL shall furnish cash, letter of credit, certificate of deposit or surety bond in a form approved by the COUNTY, in the amount of \$ 89,562.50. If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners within five (5) business days of the County's acceptance of this contract. Said bond shall be 125% of the estimated cost of construction, as determined by the Land Development Division. PRINCIPAL shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the COUNTY to ensure proper accounting for all funds expended under the agreement. Said records shall be made available upon request for audit purposes to Brevard County and its auditors.
5. The COUNTY agrees to accept said plat above described for recording in the public records of Brevard County, Florida and to accept the areas depicted thereon as dedicated for public use, including but not limited to streets and parks, at such time as said improvements are satisfactorily completed. Satisfactory completion in accordance with the plans and specifications shall be determined by written approval of the County Development Engineer or designated assistant.
6. In the event, PRINCIPAL fails to complete said improvements within the time prescribed, the COUNTY may elect to take all or any of the following actions:
  - A. Vacate all or part of such recorded plat where improvements have not been completed in accordance with the plans and specifications,
  - B. Complete the improvements utilizing COUNTY employees and materials and request payment from the bond or the PRINCIPAL,
  - C. Request the surety on said performance bond to complete such improvements, or
  - D. Contract for completion of said improvements.
7. The PRINCIPAL and Surety on said performance bond shall be liable for all costs, expenses, and damages incurred by the COUNTY, including attorney's fees, in the event the PRINCIPAL defaults on this contract.
8. In the performance of this Agreement, the PRINCIPAL shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the PRINCIPAL for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119 of the Florida Statutes.
9. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by PRINCIPAL in the United States or any other country.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

*Rachel M. Sadoff*  
Rachel M. Sadoff, Clerk

**BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA**

*Jason Steele*  
Jason Steele, Chair

As approved by the Board on: MAR 12 2024, 2024.

WITNESSES:

*Mary F. Gubhera*  
Mary F. Gubhera

*Bernie K. Brooks*  
Bernie K. Brooks

PRINCIPAL:

*Matthew T. Williams*  
Matthew T. Williams, as Manager

2/23/2024  
DATE

State of: Florida

County of: Brevard

The foregoing instrument was acknowledged before me this 23 day of February, 2024, by Matthew T. Williams who is personally known to me or who has produced v/h as identification and who did (did not) take an oath.

My commission expires:

*Bernie K. Brooks*  
Notary Public

S E A L

Commission Number:

Bernie K Brooks  
Notary Name printed, typed or stamped



SURETY PERFORMANCE BOND

Bond No. RCB0050726

KNOW ALL MEN BY THESE PRESENTS:

That we, Plumosa Investment Partners, LLC, hereinafter referred to as "Owner" and, Contractors Bonding and Insurance Company, hereinafter referred to as "Surety", are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "County", in the sum of \$89,562.50, for the payment of which we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Owner has entered into a contract with the County dated the 8th day of May, 2023, which contract is made a part hereof by reference.

NOW THEREFORE, the condition of this obligation is such that if Owner shall promptly and faithfully perform said contract and complete the work contemplated therein by December 31, 2024, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

If the Owner shall be declared in default of said contract by the County, the Surety shall have sixty (60) days from the date of said default within which to take whatever action it deems necessary in order to insure performance. If, at the expiration of sixty (60) days from the date of said default, no arrangements have been made by the Owner or surety satisfactory to the County for the completion of said contract, then the County shall have the right to complete said contract and the Owner and Surety jointly and severally, shall pay all costs of completing said contract to the County, including but not limited to engineering, legal and other costs, together with any damages, either direct or consequential, which the County may sustain on account of the Owner's default of said contract. After the expiration of the aforesaid grace period, the County shall have the additional right to contract for the completion of said contract upon which the Owner has defaulted and upon the County's acceptance of the lowest responsible bid for the completion of said contract, the Owner and Surety shall become immediately liable for the amount of said bid and in the event the County is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of six percent (6%) per annum beginning with the commencement of such legal proceedings. The County, in its discretion, may permit the Surety to complete said contract, in the event of Owner's default.

In the event that the County commences suit for the collection of any sums due hereunder, the obligors and each of them agree to pay all costs incurred by the County, including attorney's fees.

EXECUTED this 22nd day of February, 2024.

OWNER:

SURETY:

Pre-approved Form reviewed for  
Legal form and content: 12/18/07

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

John P. Fallace

in the City of Indianapolis, State of Florida its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 27th day of May, 2021.



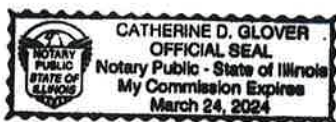
**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

By: B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

On this 27th day of May, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover  
Catherine D. Glover Notary Public



### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 22nd day of FEBRUARY, 2024.

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick  
Jeffrey D. Fick Corporate Secretary







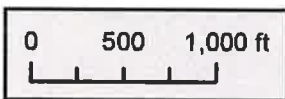
# Location Map



Subject Property in Orange

Disclaimer: This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Scale: 1:12,000  
1 inch equals 1,000 feet



**BOARD OF COUNTY COMMISSIONERS**

**AGENDA REVIEW SHEET**

**AGENDA:** Dedication of Right of Way by Quit Claim Deed from Mike Erdman Motors, Inc. and Plumosa Investment Partners, LLC Related to Christian Commons Plat – District 2.

**AGENCY:** Public Works Department / Land Acquisition

**AGENCY CONTACT:** Jean Kremitzki Land Acquisition Specialist

**CONTACT PHONE:** 321-350-8153

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor	 _____	_____	<u>2-22-24</u>
COUNTY ATTORNEY Greg Hughes Assistant County Attorney	 _____	_____	<u>2-27-2024</u>

Prepared by and return to: Jean Kremitzki  
Public Works Department, Land Acquisition  
2725 Judge Fran Jamieson Way, A-204, Viera, FL 32940  
A portion of interest in Tax Parcel ID: 24-36-36-00-301 and 24-36-36-00-255.3

**QUIT CLAIM DEED**  
**(Right of Way for a portion of Plumosa Street)**

THIS INDENTURE is made this 21 day of February, 2024 between Mike Erdman Motors, Inc., a Florida Corporation, whose mailing address is 4650 Highway 520, Cocoa, FL 32926 and Plumosa Investment Partners, LLC, a Florida limited liability company, whose mailing address is 7331 Office Park Place, Suite 200, Viera, FL 32940, as Grantors and Brevard County, Florida, a political subdivision of the State of Florida, Grantee, whose mailing address is 2725 Judge Fran Jamieson Way, Melbourne, Florida 32940.

WITNESSTH: That said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, paid receipt of which is hereby acknowledged, has hereby released and quit-claimed to the Grantee, its successors and assigns, any of the Grantor's right, title, interest, and claim of demand which the Grantor(s) may have in the following described land:

SEE ATTACHED EXHIBIT A

IN WITNESS WHEREOF, the Grantor having set their hand and seal this, the day and year first above written,

(Signatures and Notary on next page)

Signed, sealed, and delivered in the presence of:

*Matthew T. Williams*  
Witness  
Matthew T. Williams  
(Print Name)  
709 Tradewinds Dr  
Address I.H.B, FL 32937

Mike Erdman Motors, Inc.,  
a Florida corporation  
BY: *Michael H. Erdman*  
Michael H. Erdman, President

*Bernie K. Brooks*  
Witness  
Bernie K. Brooks  
(Print Name)  
1324 Aventon Way  
Address Malbourn, FL 32940

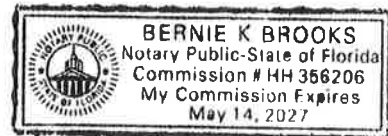
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on this 21 day of February, 2024, by Michael H. Erdman, as President for Mike Erdman Motors, Inc., a Florida corporation. Is  personally known or  produced N/A as identification.

*Bernie K. Brooks*  
Notary Signature  
SEAL

(Signatures and Notary continue on next Page)



Signed, sealed, and delivered in the presence of:

Brandon Wolf  
Witness  
Brandon Wolf  
(Print Name)  
706 Brodside Dr  
Address Indianatic, FL 32903

Bernie K Brooks  
Witness  
Bernie K Brooks  
(Print Name)  
1334 Avenida Cedar  
Address Melbourne FL 32940

Plumosa Investment Partners, LLC, a  
Florida limited liability company

BY: Matthew T. Williams  
Matthew T. Williams, Manager

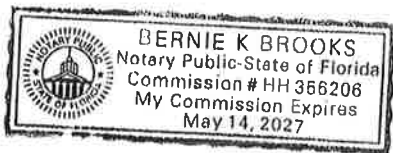
BY: Ernest C. Euler  
Ernest C. Euler, Manager

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on this 15 day of Feb, 2024, by Matthew T. Williams, as Manager and Ernest C. Euler as Manager for Plumosa Investment Partners, LLC, a Florida limited liability company. Is  personally known or  produced W/T as identification.

Bernie K Brooks  
Notary Signature  
SEAL



**LEGAL DESCRIPTION**  
**PARCEL #100**

**EXHIBIT "A"**

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

**THIS IS NOT A SURVEY**

PARENT PARCEL ID#: 24-36-36-00-301  
PARENT PARCEL ID#: 24-36-36-00-255.3  
PURPOSE: FEE SIMPLE RIGHT-OF-WAY DEDICATION

**LEGAL DESCRIPTION: PARCEL #100 FEE SIMPLE RIGHT-OF-WAY DEDICATION (PREPARED BY SURVEYOR)**

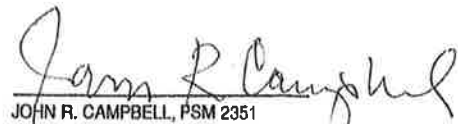
A strip of land being 25 feet wide lying in the NW 1/4 of Fractional Section 36 in Township 24 South, Range 36 East, Brevard County, Florida, the same being more particularly described as follows:

Begin at the Southwest corner of that certain parcel of land described in Official Records Book 8605 at Page 1577 of the Public Records of Brevard County, Florida; thence run S 89°01'55" W along the prolongation Westerly of the South line of land described in said Official Records Book 8605 at Page 1577 for 25.00 feet to the West line of the NW 1/4 of said Fractional Section 36; thence run S 00°05'18" E along the West line of the NW 1/4 of Fractional Section 36 for 770.05 feet to the West 1/4 corner of said Fractional Section 36; thence run N 89°53'33" E along the South line of the NW 1/4 of said Fractional Section 36 for 25.00 feet to a point on a line that is parallel with and 25.00 feet East of, by perpendicular measurement from the West line of the NW 1/4 of said Fractional Section 36, said point also being the West line of Official Records Book 3491, Page 2715 of the Public Records of Brevard County, Florida; thence run N 00°05'18" W along said parallel line and along the West line of said Official Records Book 3491, Page 2715 and Official Records Book 9786, Page 2478, for 770.43 feet to the Point of Beginning, said parcel of land contains 19,256 square feet (0.44 acres) more or less.

**SURVEYORS NOTES:**

1. The intended purpose of this sketch of description is to delineate the East Portion of South Plumosa Street.
2. The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property.
3. This sketch of description does not reflect or determine ownership.
4. This sketch of description meets or exceeds the minimal horizontal control accuracy of 1:7500 for a Suburban survey.
5. Measurements shown hereon are expressed in feet and decimal parts thereof.
6. Dimensions shown are taken at the exposed areas of improvements, underground footers, foundations, utilities or other subsurface structures are not located for the purpose of this sketch of description.
7. Bearings shown hereon are based on the East right-of-way line of South Plumosa Street, having a bearing of S00°05'18"E between recovered monumentation as located using Global Positioning Systems.
8. This drawing is not valid unless bearing an original signature and embossed land surveyors seal.

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS  
MIKE ERDMAN MOTORS INC  
PLUMOSA INVESTMENT PARTNERS LLC

  
JOHN R. CAMPBELL, PSM 2351  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: JOHN R. CAMPBELL SURVEYING LLC  
115 Alma Blvd., Suite 102, Mailing Address: PO Box 541866, Merritt Island, FL. 32954  
Phone: 321-507-4811 LICENSED BUSINESS #7978

DRAWN BY: DASH	CHECKED BY: JOHN R. CAMPBELL	PROJECT NO. 2022-048		SECTION 36 TOWNSHIP 24 SOUTH RANGE 36 EAST
		REVISIONS	DATE	
DATE: 01/23/2024	DRAWING: 2022-048 ROW			

**LEGAL DESCRIPTION**  
**PARCEL #100**

*Sketch of Description*

**EXHIBIT "A"**

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2  
**THIS IS NOT A SURVEY**

PARENT PARCEL ID#: 24-36-36-00-301  
PARENT PARCEL ID#: 24-36-36-00-255.3  
PURPOSE: FEE SIMPLE RIGHT-OF-WAY DEDICATION

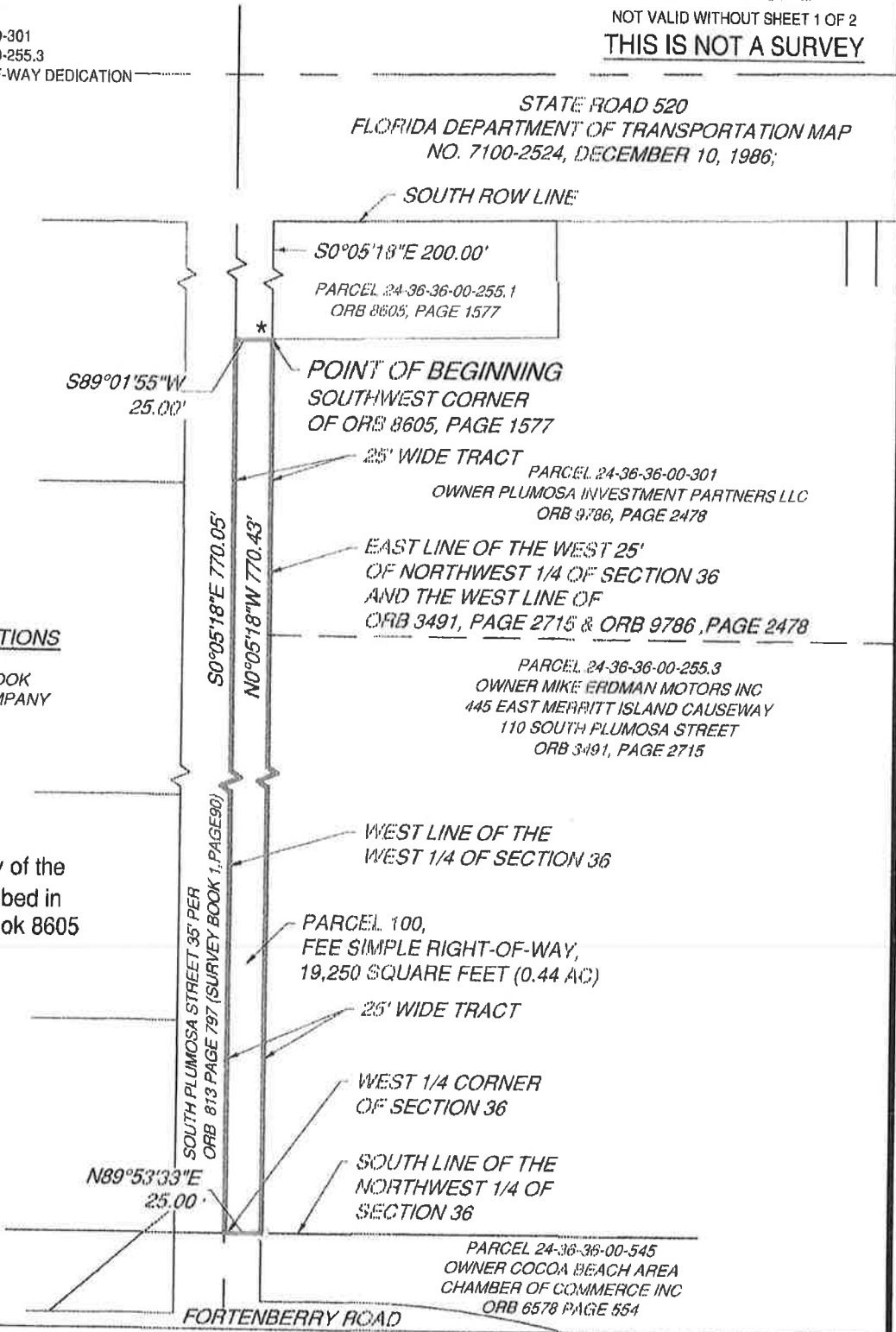
STATE ROAD 520  
FLORIDA DEPARTMENT OF TRANSPORTATION MAP  
NO. 7100-2524, DECEMBER 10, 1986;



LEGEND OF ABBREVIATIONS

- ORB OFFICIAL RECORDS BOOK
- LLC LIMITED LIABILITY COMPANY
- ROW RIGHT OF WAY
- NO NUMBER
- INC INCORPORATED
- AC ACRE
- ID IDENTIFICATION

\* prolongation Westerly of the South line of land described in said Official Records Book 8605 at Page 1577



PREPARED BY: JOHN F. CAMPBELL SURVEYING LLC  
115 Alma Blvd., Suite 102, Mailing Address: PO Box 541866,  
Merritt Island, FL. 32954 Phone: 321-507-4811  
LICENSED BUSINESS #7978

SCALE:  
1" = 100'  
PROJECT NO.:  
2022-048

SECTION 36  
TOWNSHIP 24 SOUTH  
RANGE 36 EAST



