



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.12.

7/8/2025

Subject:

Approval, Re: Resolution, Water Line & Ingress/Egress Easement Agreement, and Bill of Sale in favor of the City of Cocoa, for the Veteran's Memorial Park Bandshell and Additions Project - District 2.

Fiscal Impact:

None

Dept/Office:

Public Works Department / Land Acquisition Office / Parks and Recreation Department

Requested Action:

It is requested that the Board of County Commissioners: 1) adopt and authorize the Chairman to execute a Resolution authorizing conveyance of real property interest by the County, and 2) approve and authorize the Chairman to execute a Water Line & Ingress/Egress Easement Agreement and Bill of Sale in favor of the City of Cocoa.

Summary Explanation and Background:

The subject property is located in Section 36, Township 24 South, Range 36 East, south of Fortenberry Road and north of Cone Road in Merritt Island.

The Merritt Island Redevelopment Agency (MIRA), with grant funding of \$1,000,000.00 from the State of Florida Department of Commerce, \$2,500,000.00 from the Tourist Development Council, and \$4,700,000.00 from MIRA TIF, has an expansion project for the Veteran's Memorial Park that is currently under construction. As part of the approved grant funding, the expansion project consists of an outside venue with an acoustically engineered band shell of approximately 8,000 square feet and amphitheater with an open spectator area of two and a half acres accommodating approximately 5,000 spectators situating in the center of the newly expanded 66-acre Veteran's Memorial Park, a concession stand, and restroom facilities. Once the expansion project is completed, the assets shall fall under the custodianship of the Parks and Recreation Department for maintenance responsibilities.

To support the infrastructure of the project, the attached Water Line & Ingress/Egress Easement Agreement is required. The Bill of Sale will transfer the infrastructure to the City of Cocoa for ownership and maintenance responsibilities.

The User Department approves this request.

This conveyance follows the policies and procedures as set forth in Administrative Order 37. As required by Florida Statute 125.38, conveyance of real property interest by the County requires the Board of County

Commissioners to adopt a Resolution.

Clerk to the Board Instructions:

Upon execution by the Chairman, Public Works Department will contact the Clerk's office to make arrangements to pick up the original executed Resolution, executed Water Line & Ingress/Egress Easement Agreement, and executed Bill of Sale.



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

July 9, 2025

MEMORANDUM

TO: Marc Bernath, Public Works Director

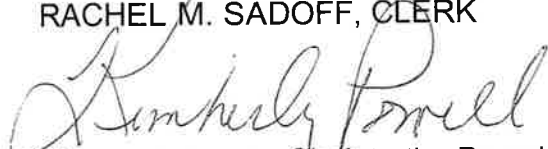
RE: Item F.12., Resolution, Water Line and Ingress/Egress Easement Agreement, and Bill of Sale in Favor of the City of Cocoa for the Veteran's Memorial Park Bandshell and Additions Project

The Board of County Commissioners, in regular session on July 8, 2025, adopted and authorized the Chairman to execute Resolution No. 25-056, authorizing the conveyance of real property interest by the County; and approved and authorized the Chairman to execute a Water Line and Ingress/Egress Easement Agreement and Bill of Sale in favor of the City of Cocoa. Enclosed is a fully-executed Resolution, Water Line and Ingress/Egress Agreement and Bill of Sale.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/ns

Encls. (3)

cc: Parks and Recreation

BOARD OF COUNTY COMMISSIONERS

AGENDA REVIEW SHEET

AGENDA: Resolution, Water Line & Ingress/Egress Easement Agreement, and Bill of Sale in favor of the City of Cocoa, for the Veteran's Memorial Park Bandshell and Additions Project – District 2.

AGENCY: Public Works Department / Land Acquisition Office

AGENCY CONTACT: Jean Kremitzki / Land Acquisition Specialist

CONTACT PHONE: 321-350-8351

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor	<u>BA</u>	<u> </u>	<u>6/13/2025</u>
COUNTY ATTORNEY Greg Hughes Assistant County Attorney	<u>GH</u>	<u> </u>	<u>6/24/2025</u>

RESOLUTION NO. 25-056

A RESOLUTION PURSUANT TO SECTION 125.38, FLORIDA STATUTES, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY INTEREST BY THE COUNTY.

WHEREAS, Brevard County, a political subdivision of the State of Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, hereafter known as County, owns certain real property described in Exhibit "A"; and

WHEREAS, the City of Cocoa, Florida, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter known as "City", needs a perpetual non-exclusive water line easement with full rights of ingress and egress for the purpose of constructing and maintaining related improvements and structures as stated herein on the property; and

WHEREAS, the improvements to be served will be part of the County's Parks and Recreation Department; and

WHEREAS, said Water line & Ingress/Egress Easement Agreement benefits the County and will not conflict with the County's use of the servient property;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Brevard County, Florida, that;

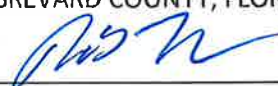
The County hereby agrees to convey a non-exclusive perpetual Water Line & Ingress/Egress Easement Agreement to the City of Cocoa for the purpose of construction, installation, and maintenance of related improvements and structures with full rights of ingress and egress for the purposes stated herein. No payment or consideration shall be required.

DONE ORDERED AND ADOPTED this 8th, day of July, 2025.

ATTEST:


Rachel Sadoff, Clerk of the Court

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA


Rob Feltner, Chairman

As approved by the Board on JUL 08 2025

LEGAL DESCRIPTION

PARCEL# 800

PARENT PARCEL ID# 24-36-36-00-501

PURPOSE: WATER LINE & INGRESS/EGRESS EASEMENT

EXHIBIT "A"

SHEET 1 OF 2

NOT A SURVEY

NOT VALID WITHOUT SHEET 2 OF 2

LEGAL DESCRIPTION FOR PARCEL #800 WATER LINE & INGRESS/EGRESS EASEMENT

(PREPARED BY SURVEYOR):

A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 24 SOUTH, RANGE 36 EAST AS DESCRIBED IN OFFICIAL RECORDS BOOK 6033, PAGE 2921, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF FORTENBERRY ROAD (A 60 FOOT PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 1103, PAGE 172 OF SAID PUBLIC RECORDS) WITH THE WEST RIGHT-OF-WAY LINE OF SYKES CREEK PARKWAY (A 150 FOOT PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 950, PAGE 123 OF SAID PUBLIC RECORDS); THENCE RUN S 89°59'25" W ALONG THE SAID SOUTH RIGHT-OF-WAY OF FORTENBERRY ROAD, A DISTANCE OF 136.64 FEET TO THE NORTHEAST CORNER OF A WATER LINE AND INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 218 OF SAID PUBLIC RECORDS; THENCE RUN ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID EASEMENT FOR THE FOLLOWING THREE (3) CALLS; S 03°09'29" E 401.58 FEET; S 01°39'50" W 55.64 FEET; S 89°32'45" W 171.63 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL: THENCE S 00°08'11" E 64.98 FEET; THENCE S 89°51'49" W 15.00 FEET; THENCE N 00°08'11" W 64.89 FEET TO THE SOUTHERLY LINE OF SAID EASEMENT RECORDED IN IN OFFICIAL RECORDS BOOK 7692, PAGE 218; THENCE N 89°32'45" E ALONG THE SOUTHERLY LINE OF SAID EASEMENT, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. CONTAINING 974 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE SOUTH R/W LINE OF FORTENBERRY ROAD BEING S 89°59'25" W AS PER PER ORB 7692, PAGE 218 (SEE SKETCH)
2. THIS SKETCH AND DESCRIPTION CONTAINS TWO SHEETS. EACH SHEET IS NOT FULL OR COMPLETE WITHOUT THE OTHER.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL, OR THE DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER WHICH CAN BE FOUND ON SHEET 1 OF 2.
4. SURVEYOR WAS FURNISHED AND HAS REVIEWED OWNER & ENCUMBRANCE REPORT PREPARED BY THE TITLE STATION FILE No. 25-1039-A, DATED 2/5/25. THERE ARE NO PLOTTABLE EASEMENTS THAT AFFECT THE SUBJECT PARCEL.

LEGEND:

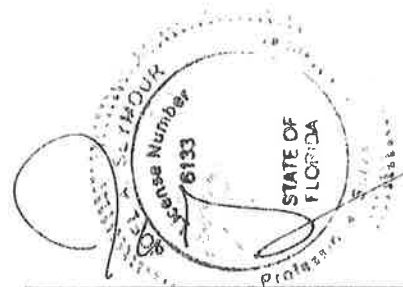
BRG = BEARING
COR = CORNER
ESMT = EASEMENT
ORB = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
REF = REFERENCE
R/W = RIGHT OF WAY
S.F. = SQUARE FEET

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY: **Kane Surveying, Inc.**

FLORIDA LICENSED BUSINESS No. LB 7838
505 DISTRIBUTION DRIVE
MELBOURNE, FLORIDA 32904
(321) 676-0427



JOEL A. SEYMOUR, LS 6133
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

DRAWN BY: JED	PROJECT NO. 44034	REVISIONS:	DATE:	SECTION 36
DATE: 5/12/25	36-24-36/BANDSHELL			TOWNSHIP 24 SOUTH
				RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL# 800

PARENT PARCEL ID# 24-36-36-00-501

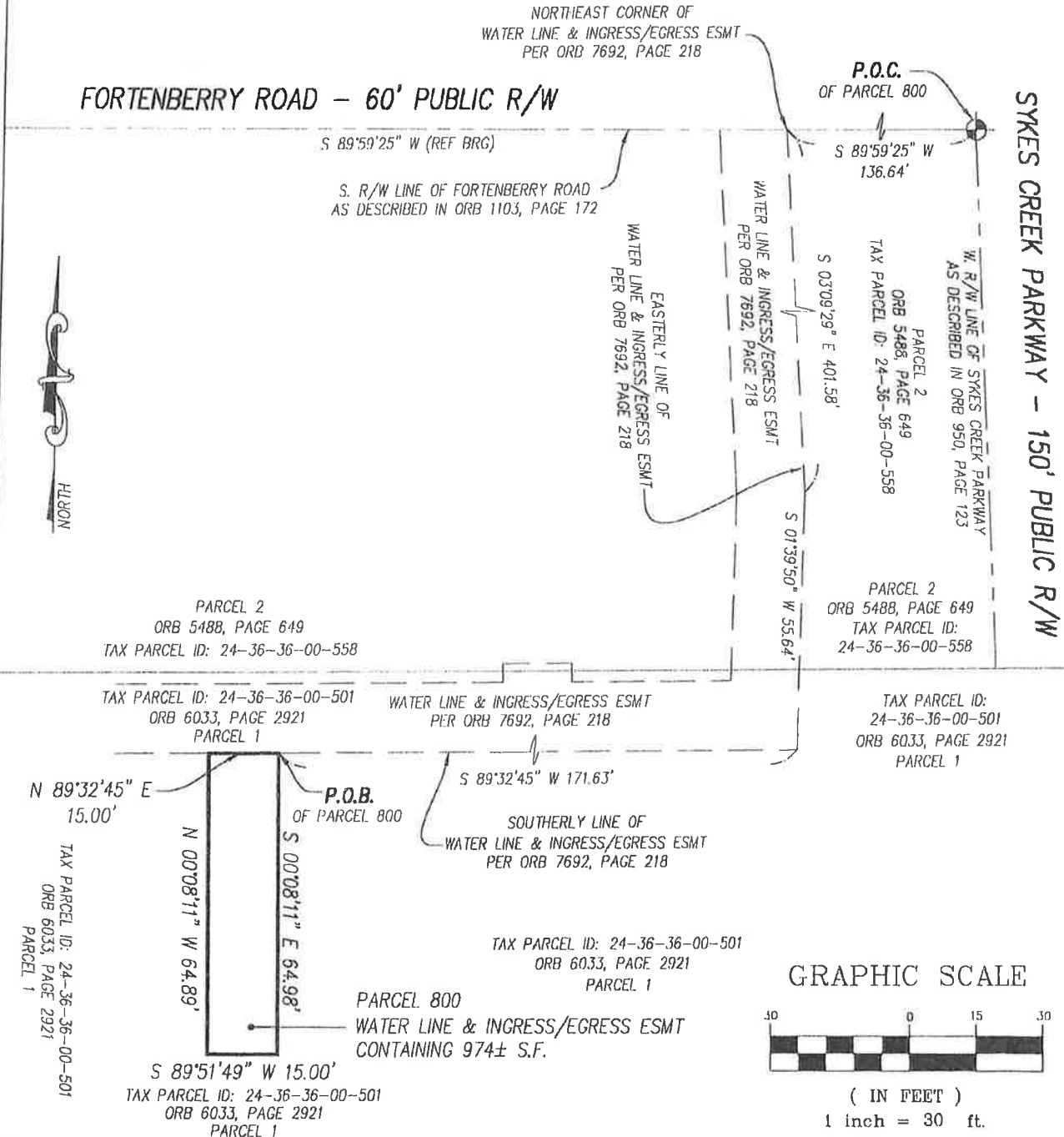
PURPOSE: WATER LINE & INGRESS/EGRESS EASEMENT

EXHIBIT "A"

SHEET 2 OF 2

NOT A SURVEY

NOT VALID WITHOUT SHEET 1 OF 2



PREPARED BY:

Kane Surveying, Inc.

FLORIDA LICENSED BUSINESS No. LB 7838
505 DISTRIBUTION DRIVE
MELBOURNE, FLORIDA 32904
(321) 676-0427

SCALE: 1 INCH = 30 FEET

PROJECT NO. 44034

SECTION 36

TOWNSHIP 24 SOUTH

RANGE 36 EAST

Prepared by and return to:
Monica Arsenault, CMC, City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922
Parcel ID #: 24-36-36-00-501
Project: Veteran's Memorial Park

WATER LINE & INGRESS/EGRESS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made the last date signed below by **BREVARD COUNTY**, a political subdivision of the State of Florida, which is authorized to do business in the State of Florida, and has a mailing address of 2725 Judge Fran Jamieson Way, Viera, Florida 32940, (hereinafter "**Grantor**") in favor of the **CITY OF COCOA**, a Florida municipal corporation, and having a mailing address of 65 Stone Street, Cocoa, Florida 32922 (hereinafter "**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the developer of real property located within Brevard County, Florida; and

WHEREAS, Grantor has designed, permitted and constructed certain facilities for the provision of water to the property, including water lines, water mains, pipes, service lines, tees, joints and appurtenances (hereinafter "Water Line Facilities"), for which **Grantor** intends to convey ownership of such Water Line Facilities to **Grantee**; and

WHEREAS, Grantee requires a non-exclusive perpetual easement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of such facilities, as well as a non-exclusive perpetual easement for ingress and egress across **Grantor's** property in order to access and use the Water Line Easement as provided herein; and

WHEREAS, providing of Water Line Facilities to the property constitute a public purpose; and

NOW, THEREFORE, in consideration of the public purpose stated herein, and the mutual covenants, terms, and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated fully herein by this reference.
2. **Grant of Easement.** **Grantor** hereby voluntarily grants and conveys to **Grantee**, subject to any previous and duly recorded easements or grants of record, a perpetual non-exclusive water line easement and Ingress/Egress easement over, under, through and across the real property described in **Exhibit "A"**, a copy of which is attached hereto and incorporated herein by this reference (hereinafter "Water Line

Easement"). Said easement shall be of the nature and character and to the extent hereinafter set forth.

3. **Purpose of Water Line Easement.** The Water Line Easement is granted for the express and sole purpose of allowing **Grantee** to perpetually use the property within the Water Line Easement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of such water line facilities as may be reasonably and customarily necessary for **Grantee** to provide water service to the Property.

4. **Purpose of Ingress/Egress Easement.** The Ingress/Egress Easement is granted for the express and sole purpose of allowing **Grantee** to perpetually use the property within the Ingress/Egress Easement to reasonably access its Water Line Facilities contained within the Water Line Easement for purposes provided therein.

5. **Rights and Obligations of Grantee.** To accomplish the purpose stated above, and at **Grantee's** sole expense, the following rights are conveyed to **Grantee** by this Easement:

- (a) the right for **Grantee** to inspect, alter, improve, construct repair, rebuild, relocate and remove, connect to, disconnect from, and maintain the Water Line Facilities and related appurtenances within the Water Line Easement;
- (b) all other rights and privileges reasonably and customarily necessary or convenient for **Grantee's** safe and efficient operation, maintenance, and/or repair of the Water Line Facilities including convenient and reasonable access to such facilities; and
- (c) for the enjoyment and use of said easements for purpose described above.

In addition, **Grantee** agrees to and shall promptly restore, or cause to be restored; the surface and subsurface of the real property described herein to the condition said property was in prior to the performance of any construction, reconstruction, replacement, removal, enlargement, operation, inspection, maintenance, repair improvement, relocation or any other use or work contemplated by this Easement Agreement. Any such restoration shall be in a workman like manner acceptable to the **Grantor**. **Grantee** shall use its best efforts in its use of the easement areas to not interfere with use by **Grantor**, its tenants, guests and invitees of adjacent property owned by **Grantor**.

6. **Grantor's Use of Easement.** Subject to and conditioned upon the provisions of Paragraph 3 and 4 of this Agreement, **Grantor** hereby reserves for itself the right to use the easement areas; provided, however, that **Grantor's** use may not (i) violate any provision of this Easement Agreement, or (ii) unreasonably interfere with any of **Grantee's** easements, rights or interest under this Agreement. Notwithstanding anything to the contrary contained herein, **Grantor** shall not have the right to relocate the Water Line Easement on Grantor's property.

7. **Easements Run with the Land.** These easements shall remain a charge against the property. Therefore, these easements shall run with the land and be automatically assigned by any deed or other conveyance conveying the easement property, or a portion thereof, relating to these easements, even though the conveyance makes no reference to these easements as such.

8. **Recordation.** Grantee shall record this instrument in a timely fashion in the Official Records of Brevard County, Florida and may re-record it at any time as may be required to preserve its rights in this Easement.

9. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed as a waiver of the Grantee's right to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the Grantee's potential liability under state or federal law.

10. **Indemnification.** Grantee agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless Grantor from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability, arising from, out of, or caused by: Grantee, its officers, employees, agents, or contractors, negligent or intentional acts, errors, omissions in the operation, maintenance, construction, repair or other use contemplated herein of the Water Line Facilities, except to the extent of negligence or wanton misconduct of the Grantor.

The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the Grantor, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the Grantor which may result under this Agreement. In all events, the Grantor shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are not greater than a rate deemed reasonable in Brevard County, Florida.

11. **Injunctive Relief.** The parties agree that, in the event of default, there may not be an adequate remedy at law, and therefore, it is agreed the parties shall be entitled to seek injunctive relief, including a mandatory injunction.

12. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in Brevard County, Florida. The parties agree that the Agreement was consummated in Brevard County, and the site of the easements is in Brevard County, Florida.

13. **Notices.** All notices, demands, requests, consents, approvals or other communications (collectively, "Notices") required or permitted to be given hereunder or which are given with respect to this Agreement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO GRANTOR:

Attn: Brevard County Public Works Director
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Viera, Florida 32940

TO GRANTEE:

Attn: City Manager
City of Cocoa, Florida
65 Stone Street
Cocoa, Florida 32922

or to such other address as such party shall have specified most recently by like Notice. The aforesaid attorneys for the parties hereto are hereby respectively authorized to give any Notice permitted under this Agreement. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

14. Modification. This Easement shall only be modified by a written instrument executed by the parties hereto or any successor, assigns, heirs, or representatives thereto.

15. Entire Agreement. This Easement constitutes the full and entire agreement between the parties hereto and supersedes any oral or written prior communications between the parties related to the subject matter contained in this Easement. The laws of Florida shall govern this Easement.

IN WITNESS WHEREOF, Grantor and Grantee have set their respective hands on the day and year first below written.

GRANTOR:
Brevard County, Florida
Brevard County Board of Commissioners

Attest:


Rachel Sadoff, Clerk of the Court

By: 

Rob Feltner, Chairman

As approved by the Board on: JUL 08 2025

GRANTEE:
CITY OF COCOA ACCEPTANCE

Stockton Whitten, City Manager

(Seal)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 2025, by Stockton Whitten, as City Manager for the City of Cocoa. Is ☐ personally known or ☐ produced (_____) as identification.

Notary Signature
SEAL

LEGAL DESCRIPTION

PARCEL# 800

PARENT PARCEL ID# 24-36-36-00-501

PURPOSE: WATER LINE & INGRESS/EGRESS EASEMENT

EXHIBIT "A"

SHEET 1 OF 2

NOT A SURVEY

NOT VALID WITHOUT SHEET 2 OF 2

LEGAL DESCRIPTION FOR PARCEL #800 WATER LINE & INGRESS/EGRESS EASEMENT (PREPARED BY SURVEYOR):

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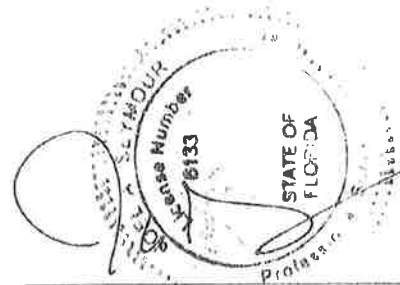
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S.F. = SQUARE FEET

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY: **Kane Surveying, Inc.**

FLORIDA LICENSED BUSINESS No. LB 7838
505 DISTRIBUTION DRIVE
MELBOURNE, FLORIDA 32904
(321) 676-0427



JOEL A. SEYMOUR, LS 6133
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

DRAWN BY: JED	PROJECT NO. 44034	REVISIONS:	DATE:	SECTION 36
DATE: 5/12/25	36-24-36/BANDSHELL			TOWNSHIP 24 SOUTH
				RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL# 800

PARENT PARCEL ID# 24-36-36-00-501

PURPOSE: WATER LINE & INGRESS/EGRESS EASEMENT

EXHIBIT "A"

SHEET 2 OF 2

NOT A SURVEY

NOT VALID WITHOUT SHEET 1 OF 2

FORTENBERRY ROAD - 60' PUBLIC R/W

S 89°59'25" W (REF BRG)

S. R/W LINE OF FORTENBERRY ROAD
AS DESCRIBED IN ORB 110.3, PAGE 172

NORTHEAST CORNER OF
WATER LINE & INGRESS/EGRESS ESMT
PER ORB 7692, PAGE 218

P.O.C.
OF PARCEL 800

S 89°59'25" W
136.64'

S 03°09'29" E 401.58'

W. R/W LINE OF SYKES CREEK PARKWAY
AS DESCRIBED IN ORB 950, PAGE 123
PARCEL 2
ORB 5488, PAGE 649
TAX PARCEL ID: 24-36-36-00-558

SYKES CREEK PARKWAY - 150' PUBLIC R/W



PARCEL 2
ORB 5488, PAGE 649
TAX PARCEL ID: 24-36-36-00-558

PARCEL 2
ORB 5488, PAGE 649
TAX PARCEL ID: 24-36-36-00-558

TAX PARCEL ID: 24-36-36-00-501
ORB 6033, PAGE 2921
PARCEL 1

WATER LINE & INGRESS/EGRESS ESMT
PER ORB 7692, PAGE 218

TAX PARCEL ID: 24-36-36-00-501
ORB 6033, PAGE 2921
PARCEL 1

N 89°32'45" E
15.00'

P.O.B.
OF PARCEL 800

S 89°32'45" W 171.63'

SOUTHERLY LINE OF
WATER LINE & INGRESS/EGRESS ESMT
PER ORB 7692, PAGE 218

TAX PARCEL ID: 24-36-36-00-501
ORB 6033, PAGE 2921
PARCEL 1

PARCEL 800

WATER LINE & INGRESS/EGRESS ESMT
CONTAINING 974± S.F.

S 89°51'49" W 15.00'

TAX PARCEL ID: 24-36-36-00-501
ORB 6033, PAGE 2921
PARCEL 1

GRAPHIC SCALE



(IN FEET)

1 inch = 30 ft.

PREPARED BY:

Kane Surveying, Inc.

FLORIDA LICENSED BUSINESS No. LB 7838
505 DISTRIBUTION DRIVE
MELBOURNE, FLORIDA 32904
(321) 678-0427

SCALE: 1 INCH = 30 FEET

PROJECT NO. 44034

SECTION 36

TOWNSHIP 24 SOUTH

RANGE 36 EAST

Return to:
Monica Arsenault, CMC, City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922
Parcel ID #: 24-36-36-00-501
Project: Veteran's Memorial Park

BILL OF SALE

BREVARD COUNTY, Florida, a political subdivision of the state of Florida, ("Seller"), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it paid by the CITY OF COCOA, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, ("Buyer"), the receipt and sufficiency of which consideration is hereby acknowledged, by these presents does grant, bargain, sell, transfer and deliver onto BUYER, its successors and assigns, the goods, chattels and items of personal property owned by the SELLER, their successors and assigns, as that property is set forth on Exhibit "A" attached hereto and made a part thereof, and being situate on Certain real property described on "Exhibit "B" attached hereto and made part hereof.

TO HAVE AND TO HOLD the same unto BUYER, its successors and assigns, forever.

AND SELLER, does, for themselves and their successors and assigns, covenant to and with BUYER, its successors and assigns, that SELLER is the lawful owners of said goods, chattels and personal property (hereafter collectively the "property"); that said property is free from all liens and encumbrances; that SELLER has good right to sell the same aforesaid; and that SELLER will warrant and defend the sale of said property hereby made unto BUYER, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

(Notary and Signature on next page)

IN WITNESS WHEREOF, SELLER, by its duly authorized representative, has caused this instrument to be executed and delivered and has intended this instrument to be and become effective as of the 8th day of July, 2025.

ATTEST:



Rachel Sadoff, Clerk of the Court

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Rob Feltner, Chairman

As approved by the Board on: **JUL 09 2025**

Exhibit "A"

MEMORIAL PARK – BANDSHELL – WATERLINE COST BREAKDOWN

DESCRIPTION	UNIT	COST
8" C900 DR 10 PVC Water Main	57LF	\$3,334.50
8" MJ Gate Valve Assembly	1	\$3,520.00
Fire Hydrant with Gate Valve Assembly	1	\$6,410.00
TOTAL COST		\$13,264.50

LEGAL DESCRIPTION

PARCEL# 800

PARENT PARCEL ID# 24-36-36-00-501

PURPOSE: WATER LINE & INGRESS/EGRESS EASEMENT

EXHIBIT "B"

SHEET 1 OF 2

NOT A SURVEY

NOT VALID WITHOUT SHEET 2 OF 2

LEGAL DESCRIPTION FOR PARCEL #800 WATER LINE & INGRESS/EGRESS EASEMENT

(PREPARED BY SURVEYOR):

A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 24 SOUTH, RANGE 36 EAST AS DESCRIBED IN OFFICIAL RECORDS BOOK 6033, PAGE 2921, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF FORTENBERRY ROAD (A 60 FOOT PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 1103, PAGE 172 OF SAID PUBLIC RECORDS) WITH THE WEST RIGHT-OF-WAY LINE OF SYKES CREEK PARKWAY (A 150 FOOT PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 950, PAGE 123 OF SAID PUBLIC RECORDS); THENCE RUN S 89°59'25" W ALONG THE SAID SOUTH RIGHT-OF-WAY OF FORTENBERRY ROAD, A DISTANCE OF 136.64 FEET TO THE NORTHEAST CORNER OF A WATER LINE AND INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 218 OF SAID PUBLIC RECORDS; THENCE RUN ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID EASEMENT FOR THE FOLLOWING THREE (3) CALLS; S 03°09'29" E 401.58 FEET; S 01°39'50" W 55.64 FEET; S 89°32'45" W 171.63 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL: THENCE S 00°08'11" E 64.98 FEET; THENCE S 89°51'49" W 15.00 FEET; THENCE N 00°08'11" W 64.89 FEET TO THE SOUTHERLY LINE OF SAID EASEMENT RECORDED IN IN OFFICIAL RECORDS BOOK 7692, PAGE 218; THENCE N 89°32'45" E ALONG THE SOUTHERLY LINE OF SAID EASEMENT, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. CONTAINING 974 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE SOUTH R/W LINE OF FORTENBERRY ROAD BEING S 89°59'25" W AS PER PER ORB 7692, PAGE 218 (SEE SKETCH)
2. THIS SKETCH AND DESCRIPTION CONTAINS TWO SHEETS. EACH SHEET IS NOT FULL OR COMPLETE WITHOUT THE OTHER.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL, OR THE DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER WHICH CAN BE FOUND ON SHEET 1 OF 2.
4. SURVEYOR WAS FURNISHED AND HAS REVIEWED OWNER & ENCUMBRANCE REPORT PREPARED BY THE TITLE STATION FILE No. 25-1039-A, DATED 2/5/25. THERE ARE NO PLOTTABLE EASEMENTS THAT AFFECT THE SUBJECT PARCEL.

LEGEND:

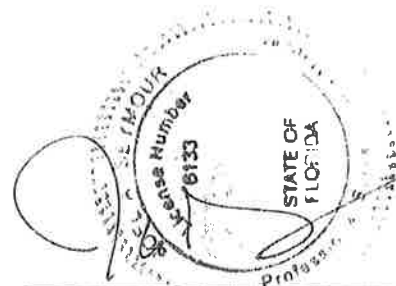
BRG = BEARING
COR = CORNER
ESMT = EASEMENT
ORB = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
REF = REFERENCE
R/W = RIGHT OF WAY
S.F. = SQUARE FEET

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY: **Kane Surveying, Inc.**

FLORIDA LICENSED BUSINESS No. LB 7838
505 DISTRIBUTION DRIVE
MELBOURNE, FLORIDA 32904
(321) 676-0427



JOEL A. SEYMOUR, LS 6133
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

DRAWN BY: JED	PROJECT NO. 44034	REVISIONS:	DATE:	SECTION 36
DATE: 5/12/25	36-24-36/BANDSHELL			TOWNSHIP 24 SOUTH
				RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL# 800

PARENT PARCEL ID# 24-36-36-00-501

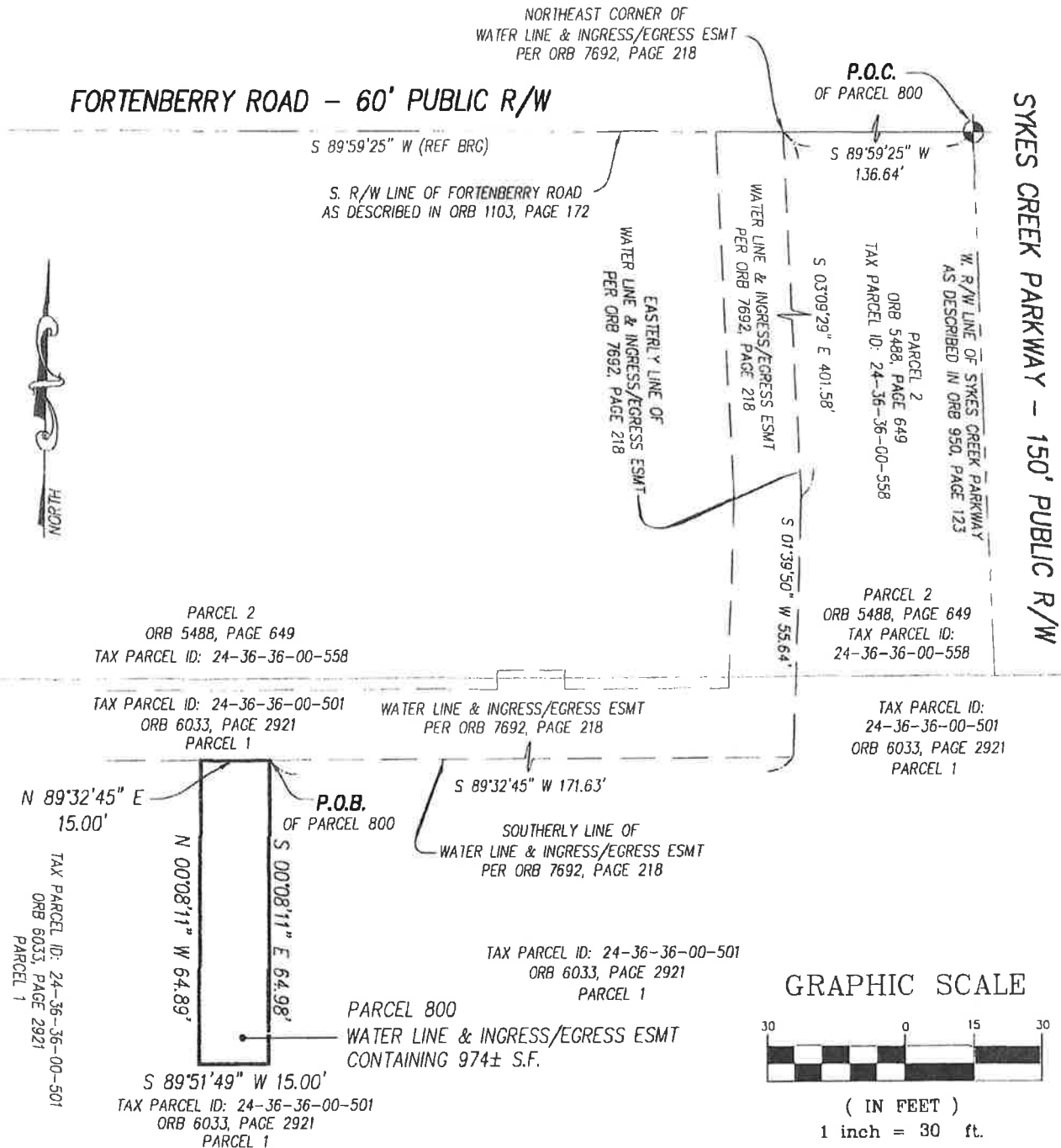
PURPOSE: WATER LINE & INGRESS/EGRESS EASEMENT

EXHIBIT "B"

SHEET 2 OF 2

NOT A SURVEY

NOT VALID WITHOUT SHEET 1 OF 2



PREPARED BY:

Kane Surveying, Inc.

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SCALE: 1 INCH = 30 FEET

PROJECT NO. 44034

SECTION 36

TOWNSHIP 24 SOUTH

RANGE 36 EAST

LOCATION MAP

Section 36, Township 24 South, Range 36 East - District 2

PROPERTY LOCATION: South of Fortenberry Road and north of Cone Road in Merritt Island.

OWNERS NAME(S): Brevard County

