



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.21.

10/11/2022

### Subject:

Approval, Re: St. Johns River Water Management District Conservation Easement on land donation received from Jett Terrain LLC - District 3

### Fiscal Impact:

There are no fiscal impacts to General Revenue Funds or EEL Program funds. A one-time management fee of \$700 was received with this donation for long-term management however this acquisition area is currently unmanaged until more parcels can be consolidated.

### Dept/Office:

Parks and Recreation Department, Environmentally Endangered Lands Program

### Requested Action:

It is requested that the Board approve and authorize the Chair to execute the Conservation Easement as required by St. Johns River Water Management District for the land donated by Jett Terrain LLC.

### Summary Explanation and Background:

On May 10, 2005, the Board authorized the Environmentally Endangered Lands (EEL) Program to accept donations of land for wetland mitigation with conservation easements in favor of St. John's River Water Management District (SJRWMD). The conservation easement is a SJRWMD permit requirement of the developer and is typically recorded prior to the donation being accepted by the County.

On July 15, 2022, the County accepted a 1.4 + acre mitigation donation from Jett Terrain LLC as a condition of permit for their Harbor Bluffs project (SJRWMD Permit # 173935-1). The donated parcel is located within the Environmentally Endangered Lands Program Grant / Valkaria mega parcel acquisition area.

The permittee was required, under the terms of the permit from the District (SJRWMD), to record a conservation easement over the land prior to the land being donated to the County. The permittee failed to record the necessary conservation easement prior to the donation closing which resulted in the permittee being out of compliance with the permit conditions. The permittee, Jett Terrain LLC, was notified of the non-compliance issue and they have contacted the County for assistance in recording the required conservation easement.

The purpose of the conservation easement is to assure that the property will be retained in perpetuity in a natural condition and to prevent any use of the property that will impair or interfere with the environmental value of the property. The property will be managed under the EEL Program.

### Clerk to the Board Instructions:

Please return executed and recorded Conservation Easement to EEL Program



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

October 12, 2022

**MEMORANDUM**

**TO:** Mary Ellen, Park and Recreation Director

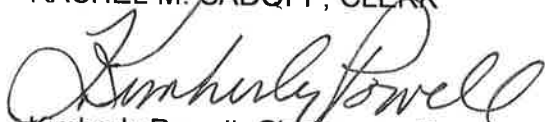
**RE:** Item F.21., Approval for St. Johns River Water Management District Conservation Easement on Land Donation Received from Jett Terrain LLC

The Board of County Commissioners, in regular session on October 11, 2022, approved and authorized the Chair to execute the Conservation Easement as required by St. Johns River Water Management District for the land donated by Jett Terrain LLC. Enclosed is a fully-executed Easement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADQFF, CLERK

  
Kimberly Powell, Clerk to the Board

/pp

Encl. (1)

cc: Finance  
Budget  
EELs

Prepared by:

Return recorded original to:  
Office of General Counsel  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, FL 32177-2529

### **CONSERVATION EASEMENT**

THIS CONSERVATION EASEMENT is made this 11 day of OCTOBER, 2022 by BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, having an address at 2725 Judge Fran Jamieson Way, Viera, Florida 32940 ("Grantor"), in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at 4049 Reid Street, Palatka, Florida 32177 ("Grantee").

#### **WITNESSETH:**

WHEREAS, Grantor solely owns in fee simple certain real property in Brevard County, Florida, more particularly described in Exhibit "A" and Exhibit "B" attached hereto and incorporated by this reference (the "Property");

WHEREAS, Grantor received the Property as a fee simple donation from the previous owner, Jett Terrain LLC, a Florida Limited Liability Company and The Virginia W. Russell Family Limited Partnership ("Jett Terrain LLC"); and

WHEREAS, as a condition of permit # 173935-1 to be issued, Jett Terrain LLC was required to donate a conservation easement running in favor of the Grantee; and

WHEREAS, Grantor grants this conservation easement as a condition of permit # 173935-1 issued by Grantee to Jett Terrain LLC, solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions; and WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704.06, Florida Statutes (2016), Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing and except as otherwise authorized by the Permit, the following activities and uses are expressly prohibited:

(a) Constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground except that trail roads may be maintained to their pre-existing condition. Authorized maintenance activities shall be limited to (i) removal of dead vegetation; (ii) necessary pruning and removal of hazardous trees and plants; (iii) the application of permeable materials necessary to

impede erosion (e.g. sand, gravel, crushed stone); (iv) replacement of culverts; (v) grading of trail roads; (vi) maintenance of upland cut roadside ditches; (vii) controlled burning and fire line maintenance that is conducted in accordance with plans approved in writing by Grantee; (viii) maintenance or improvement of upland areas for scrub jay habitat preservation pursuant to the Environmentally Endangered Land Program Sanctuary Management Manual adopted by the Board of County Commissioners on September 23, 1997 and updated on July 25, 2015; and (ix) any additional maintenance activities specifically described and approved in writing by Grantee.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing or destroying trees, shrubs, or other vegetation except exotic and nuisance plant species identified in the Florida Exotic Pest Plant Council's Most Recent or Current List of Invasive Species. In addition, Grantor and its successors and assigns may undertake the following maintenance activities: (i) removal of dead vegetation; (ii) necessary pruning and removal of hazardous trees and plants; (iii) controlled burning and fire line maintenance that is conducted in accordance with plans approved in writing by Grantee; (iv) maintenance or improvement of upland areas for scrub jay habitat preservation pursuant to the Environmentally Endangered Land Program Sanctuary Management Manual adopted by the Board of County Commissioners on September 23, 1997 and updated on July 25, 2015; and (v) any additional maintenance activities specifically described and approved in writing by Grantee.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein, including, but not limited to, management activities to enhance the ecological value of the land that are conducted in accordance with plans approved in writing by Grantee, such as controlled burning and fire line maintenance where wetland soil disturbance will not occur. The Grantor reserves unto itself, and its successors and assigns, the right to manage and to allow public access to the Property as a Category 2 Site as defined in the Environmentally Endangered Land Program Sanctuary Management Manual adopted by the Board of County Commissioners on September 23, 1997 and updated on July 25, 2015.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property, however nothing herein is intended to waive Grantor's sovereign immunity. Neither Grantors, nor any person or entity claiming by or



through Grantors, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Brevard County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

10. Amendment. This Conservation Easement may be amended by mutual written agreement of the parties so long as such amendment does not violate the terms of section 704.06, Florida Statutes.

11. Termination. If the fee simple interest in the Property is conveyed to the Board of Trustees of the Internal Improvement Trust Fund, this Conservation Easement shall terminate.


IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Board of County Commissioners

By:

  
Kristine Zonka, Chair

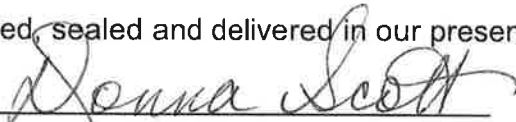
Attest:

  
RACHEL M. SADOFF, CLERK


Approved by Board on: October 11, 2022

Signed, sealed and delivered in our presence as witnesses:

By:

  
(Signature)

By:

  
(Signature)

Name:

Donna Scott  
(Print)

Name:

Nicole Summers  
(Print)

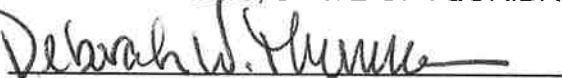
STATE OF FLORIDA

COUNTY OF BREVARD

On this 11 day of October, 2022, before me, the undersigned notary public, personally appeared KRISTINE ZONKA, the person who subscribed to the foregoing instrument, as the CHAIR (title), of BOARD OF COUNTY COMMISSIONER (choose one) and acknowledged that he/she executed the same on behalf of said ☒ corporation, or ☐ (choose one) and that he/she was duly authorized to do so. He/She is personally known to me or has produced a (state) driver's license as identification.

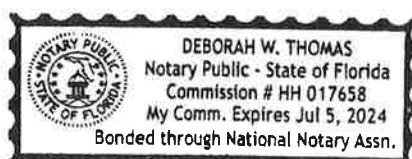
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

  
(Signature)

DEBORAH W. THOMAS  
(Name)

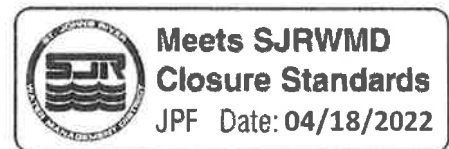
My Commission Expires: July 5, 2024



## **Exhibit "A"**

Section 19, Tract 198, described as follows:

The West 1/2 of the South 200 feet of the North 400 feet of the South 3/4 of Lot 13, Section 19, Township 29 South, Range 38 East, Plat of Florida Indian River Land Co., Plat Book 1, Page(s) 166, Public Records of Brevard County, Florida, less the West 25 feet for road, utility and drainage right of way.



## EXHIBIT B

Subject parcel: #2955050  
1.4+/- Acres



**RACHEL M. SADOFF**  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
BREVARD COUNTY, FLORIDA



POST OFFICE BOX 2767  
TITUSVILLE, FLORIDA 32781-2767  
(321) 637-2006  
WWW.BREVARDCLERK.US

Transaction #: 3265094  
Receipt #: 63096597  
Cashier Date: 10/17/2022 12:15:20 PM  
Cashier Branch: Titusville - Six Story

Print Date:  
10/17/2022 12:15:28 PM

CUSTOMER INFORMATION	TRANSACTION INFORMATION	PAYMENT SUMMARY
(2025) PARKS & RECREATION ADMIN BREVARD C 2725 JUDGE FRAN JAMIESON WAY BLDG B 2ND FLOOR VIERA, FL 32940  Escrow Balance: \$0.00	Date Received: 10/17/2022	Total Fees: \$86.50
	Source Code: Titusville - Six Story	Total Payments: \$86.50
	Return Code: Hand Carried	Balance Due: \$0.00
	Trans Type: Recording	

1 Payments

<b>DEFERRED</b>	\$86.50
-----------------	---------

1 Recorded Items

<b>EASEMENT</b>	BK/PG: 9635/2225 CFN: 2022248683 Date: 10/17/2022 12:15:18 PM
From: Tax	
Recording @ 1st=\$10 Add'l=\$8.50 ea.	10 \$86.50

1 Miscellaneous Items

**AGENT TRANSMITTAL**

BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS

## CONTRACT REVIEW AND APPROVAL FORM

### SECTION I - GENERAL INFORMATION

1. <b>Contractor:</b> Harbor Bluffs -CE for mitigation donation		2. <b>Amount:</b>
3. <b>Fund/Account #:</b> 1615/300100	4. <b>Department Name:</b> P&R-EEL Program	
5. <b>Contract Description:</b> CE TO SJRWMD-HARBOR BLUFFS		
6. <b>Contract Monitor:</b> Jenny Warner		8. <b>Contract Type:</b>  INTERGOVT/STATE
7. <b>Dept/Office Director:</b> Mary Ellen Donner, Director, P&R		
9. <b>Type of Procurement:</b> Other		

### SECTION II - REVIEW AND APPROVAL TO ADVERTISE

#### APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

### SECTION III - REVIEW AND APPROVAL TO EXECUTE

#### APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<div> <div>Warner, Jenny</div> <div>Digitally signed by Warner, Jenny Date: 2022,09,12 12:26:52 -04'00'</div> </div>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<div> <div>Caron, Justin</div> <div>Digitally signed by Caron, Justin Date: 2022,09,12 14:57:40 -04'00'</div> </div>

### SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# **CONTRACT REVIEW AND APPROVAL FORM**

## **SECTION I - GENERAL INFORMATION**

<b>1. Contractor:</b> Harbor Bluffs -CE for mitigation donation		<b>2. Amount:</b>
<b>3. Fund/Account #:</b> 1615/300100	<b>4. Department Name:</b> P&R-EEL Program	
<b>5. Contract Description:</b> CE TO SJRWMD-HARBOR BLUFFS		
<b>6. Contract Monitor:</b> Jenny Warner		<b>8. Contract Type:</b>  INTERGOVT/STATE
<b>7. Dept/Office Director:</b> Mary Ellen Donner, Director, P&R		
<b>9. Type of Procurement:</b> Other		

## **SECTION II - REVIEW AND APPROVAL TO ADVERTISE**

### **APPROVAL**

#### **COUNTY OFFICE**

**YES**

**NO**

**SIGNATURE**

User Agency

☐
☒

Purchasing

☐
☐

Risk Management

☐
☐

County Attorney

☐
☐

## **SECTION III - REVIEW AND APPROVAL TO EXECUTE**

### **APPROVAL**

#### **COUNTY OFFICE**

**YES**

**NO**

**SIGNATURE**

User Agency

☒
☐

Purchasing

☒
☐

Risk Management

☐
☐

County Attorney

☐
☐

**Warner, Jenny** Digitally signed by Warner, Jenny  
Date: 2022.08.09 12:26:52 -04'00'

**Wall, Katherine** Digitally signed by Wall, Katherine  
Date: 2022.09.12 15:03:45 -04'00'

## **SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST**

<b>CM DATABASE REQUIRED FIELDS</b>	<b>Complete ✓</b>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## CONTRACT REVIEW AND APPROVAL FORM

### SECTION I - GENERAL INFORMATION

1. Contractor: Harbor Bluffs -CE for mitigation donation		2. Amount:
3. Fund/Account #: 1615/300100	4. Department Name: P&R-EEL Program	
5. Contract Description: CE TO SJRWMD-HARBOR BLUFFS		
6. Contract Monitor: Jenny Warner	8. Contract Type: INTERGOVT/STATE	
7. Dept/Office Director: Mary Ellen Donner, Director, P&R		
9. Type of Procurement: Other		

### SECTION II - REVIEW AND APPROVAL TO ADVERTISE

#### APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

### SECTION III - REVIEW AND APPROVAL TO EXECUTE

#### APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Warner, Jenny</b> <small>Digitally signed by Warner, Jenny Date: 2022.08.09 12:26:52 -04'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Wilson, Shannon</b> <small>Digitally signed by Wilson, Shannon Date: 2022.09.12 16:40:02 -04'00'</small>
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

### SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

**A. U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
SETTLEMENT STATEMENT**

**PRECISE TITLE, INC**

201 Sixth Avenue  
Indialantic, Florida 32903  
(321) 984-0986 fax: (321) 951-7715

**B. TYPE OF LOAN**

1. ☐ FHA 2. ☐ FMHA 3. ☐ CONV. UNINS.

4. ☐ VA 5. ☐ CONV. INS.

6. File Number:

24926

7. Loan Number:

8. Mortgage Ins. Case No.:

*C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (poc) were paid outside the closing. They are shown here for informational purposes and are not included in the totals.*

**D. Buyer:** Brevard County  
2725 Judge Fran Jamieson Way, Building C, Room 308  
Viera, Florida 32940

**E. Seller:** Jett Terrain LLC, a Florida Limited Liability Company and The Virginia W. Russell Family Limited Partnership  
1675 S Fiske Blvd, J-242  
Rockledge, Florida 32955

**F. Lender:** Not Assigned

**G. Property:** Grant, Brevard County, Florida 32949  
Book 0000, Page 0000, Brevard County, Florida

**H. Settlement Agent:** PRECISE TITLE, INC  
Place of Settlement: 201 Sixth Avenue, Indialantic, Florida 32903 BREVARD County

**I. Settlement Date:** July 15, 2022

**K. Summary of Seller's Transaction**

**100. Gross Amount Due From Buyer:**

101. Contract Sales Price

102. Personal Property

103. Settlement Charges to Buyer (line 1400)

**Adjustments for Items Paid by Seller in Advance:**

106. City / Town Taxes

107. County / Parish Taxes

108. Assessments

**120. Gross Amount Due from Buyer:**

**200. Amounts Paid by or in Behalf of Buyer:**

201. Deposit / Earnest Money

202. Principal Amount of New Loan

203. Existing Loan(s)

204.

205.

206.

207.

**Adjustments for Items Unpaid by Seller:**

210. City / Town Taxes

211. County / Parish Taxes

212. Assessments

**220. Total Paid by / for Buyer:**

**300. Cash at Settlement from / to Buyer:**

301. Gross Amount due from Buyer (line 120)

302. Less Amount Paid by/for Buyer (line 220)

**303. Cash To Buyer:**

**400. Gross Amount Due To Seller:**

401. Contract Sales Price

402. Personal Property

403. Funds Received by Virginia W Russell Family LTD 10,500.00

**Adjustments for Items Paid by Seller in Advance:**

406. City / Town Taxes

407. County / Parish Taxes

408. Assessments

**420. Gross Amount Due to Seller:** 10,500.00

**500. Reductions in Amount Due to Seller:**

501. Excess Deposit (see instructions)

502. Settlement Charges to Seller (Line 1400) 1,261.50

503. Existing Loan(s)

504. Payoff of First Mortgage

505. Payoff of Second Mortgage

506. Purchase Money Mortgage

507. Proceeds to Jett Terrain, LLC 9,228.70

**Adjustments for Items Unpaid by Seller:**

510. City / Town Taxes

511. County / Parish Taxes 9.80

512. Assessments

**520. Total Reductions in Amount Due Seller:** 10,500.00

**600. Cash at Settlement to / from Seller:**

601. Gross Amount due to Seller (line 420) 10,500.00

602. Less Reductions Amount due Seller (line 520) 10,500.00

**603. Cash From Seller:**

**\$0.00**

Settlement Date: July 15, 2022

File Number: 24926  
COMM 24926

L. Settlement Charges							Paid from Seller's Funds at Settlement
700. Total Sales / Broker's Commission:							
Division of Commission as follows							
701.							
702.							
703.	Commission Paid at Settlement						
704.	Transaction Fee						
800. Items Payable in Connection with Loan:							
801.	Loan Origination Fee						
802.	Loan Discount						
803.	Appraisal Fee						
804.	Credit Report						
805.	Lender's Inspection Fee						
806.	Mortgage Insurance Application Fee						
807.	Assumption Fee						
900. Items Required by Lender to be Paid in Advance:							
901.	Daily interest charge from Jul 15, 2022						
902.	Mortgage Insurance Premium						
903.	Hazard Insurance Premium						
904.	Flood Insurance Premium						
1000. Reserves Deposited with Lender:							
1001.	Hazard Insurance						
1002.	Mortgage Insurance						
1003.	City Property Taxes						
1004.	County Property Taxes						
1005.	Annual Assessments						
1100. Title Charges:							
1101.	Settlement or Closing Fee to PRECISE TITLE, INC						300.00
1102.	Abstract or Title Search - Precise Title, Inc. \$50.00 POC to Commonwealth Land Title Insurance Company to COMMONWEALTH LAND TITLE INSURANCE COMPANY						50.00
1103.	Title Examination						
1104.	Title Insurance Binder						
1105.	Document Preparation						
1106.	Notary Fees						
1107.	Attorney Fees						
	(includes above item numbers:						
1108.	Title Insurance to PRECISE TITLE, INC						
	(includes above item numbers: 1108)						100.00
1109.	Lender's Coverage 0.00						
1110.	Owner's Coverage	10,500.00	Risk Rate Premium:	\$100.00			
1200. Government Recording and Transfer Charges:							
1201.	Recording Fees:	Deed 18.50	Mortgage 0.00	Releases 0.00	18.50		
1202.	City/County Tax/Stamps:	Deed 0.00	Mortgage 0.00				
1203.	State Tax/Stamps:	Deed 73.50	Mortgage 0.00	73.50			
1204.	Intangible Tax to Simplifile						
1205.	Record Notice of Termination						
1206.	Record LLC Affidavit to Simplifile						10.00
1207.	e-Recording to Simplifile						9.50
1300. Additional Settlement Charges:							
1301.	Survey						
1302.	Pest Inspection						
1303.	One-time management fee \$500 @1.40 acres to Brevard County						700.00
1400. Total Settlement Charges (Enter on line 103, Section J and line 502, Section K)							\$1,261.50

Settlement Date: July 15, 2022

File Number: 24926

A. U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
SETTLEMENT STATEMENT

**PRECISE TITLE, INC**

201 Sixth Avenue  
Indianapolis, Florida 32903  
(321) 984-0986 fax: (321) 951-7715

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Seller:

Jett Terrain LLC a Florida Limited Liability Company

Elizabeth Curies Manager

1675 US Fiske Blvd J-242  
Address Rockledge FL 32955

Seller:

The Virginia W. Russell Family Limited Partnership

Hugh L Russell, II, General Partner and as Trustee

1392 NE Rocky Springs Church Rd  
Address Madison, FL 32340-4031

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with the instructions of the parties hereto.

COMM 24926

Settlement Agent:

Karen S. Solomon

Date: July 15, 2022

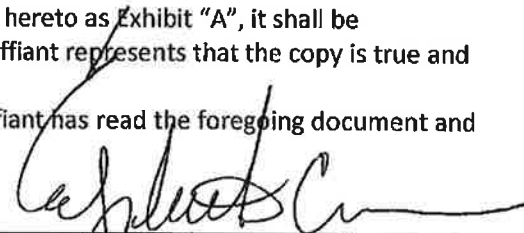
WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

**Limited Liability Company Affidavit**

State of Florida  
County of Brevard

Before me, the undersigned authority, personally appeared Elizabeth Curles ("Affiant"), who, being duly sworn according to law, deposes and says:

1. Affiant is a ( ) member or ( x ) manager of Jett Terrain, LLC, a Florida limited liability company (the "LLC").
2. The LLC is currently in existence under valid articles of organization and regulations and has not been terminated or dissolved.
3. The LLC is the owner of the following described real property:  
Section 19, Tract 198, described as follows:  
The West 1/2 of the South 200 feet of the North 400 feet of the South 3/4 of Lot 13, Section 19, Township 29 South, Range 38 East, Plat of Florida Indian River Land Co., Plat Book 1, Page(s) 166, Public Records of Brevard County, Florida, less the West 25 feet for road, utility and drainage right of way.  
(the "Property")
4. The LLC is not in bankruptcy and, if the LLC is a single member entity, the single member is not in bankruptcy.
5. Elizabeth Curles is authorized by the articles of organization or operating agreement to execute any instruments affecting the Property on behalf of the LLC.
6. If a full or partial copy of any document is attached hereto as Exhibit "A", it shall be incorporated herein and made a part hereof, and Affiant represents that the copy is true and correct.
7. Under penalties of perjury, Affiant declares that Affiant has read the foregoing document and that the facts stated in it are true.

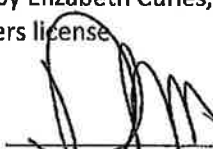
  
Printed name: Elizabeth Curles

Sworn to and subscribed before me this 15<sup>th</sup> day of July, 2022, by Elizabeth Curles, who ( ) is personally known to me or ( x ) produced the following identification: drivers license

(Notary Seal)



Karen S. Solomon  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG205228  
Expires 8/4/2022

  
Notary Public

Prepared by and return to  
Karen S. Solomon, an employee of  
PRECISE TITLE, INC.  
201 Sixth Ave.  
Indialantic, FL 32903  
(321)984-0986  
Incidental to the issuance of a  
title insurance commitment/policy.  
File Number: 24926

## General Warranty Deed

Made this July 15, 2022 A.D. By Jett Terrain LLC, a Florida Limited Liability Company, hereinafter called the grantor, to Brevard County, whose post office address is: 2725 Judge Fran Jamieson Way, Melbourne, Florida 32940, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Brevard County, Florida, viz:

Section 19, Tract 198, described as follows:

The West 1/2 of the South 200 feet of the North 400 feet of the South 3/4 of Lot 13, Section 19, Township 29 South, Range 38 East, Plat of Florida Indian River Land Co., Plat Book 1, Page(s) 166, Public Records of Brevard County, Florida, less the West 25 feet for road, utility and drainage right of way.

Said property is not, nor has it ever been the constitutional homestead, nor contiguous to the homestead of the Grantor or any members of the household of Grantor ever resided on the above described property as their legal domicile.

Parcel ID Number: 29-38-19-00-762

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

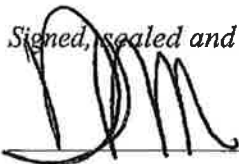
To Have and to Hold, the same in fee simple forever.

Prepared by and return to  
Karen S. Solomon, an employee of  
PRECISE TITLE, INC.  
201 Sixth Ave.  
Indialantic, FL 32903  
(321)984-0986  
Incidental to the issuance of a  
title insurance commitment/policy.  
File Number: 24926

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to July 15, 2022.

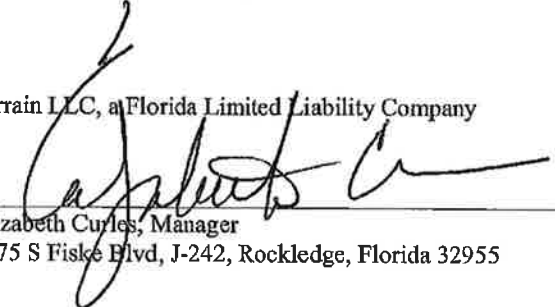
In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

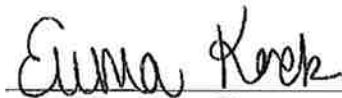
Signed, sealed and delivered in our presence:



Witness Printed Name Karen S Solomon

Jett Terrain LLC, a Florida Limited Liability Company

BY:   
Elizabeth Curles, Manager  
1675 S Fiske Blvd, J-242, Rockledge, Florida 32955



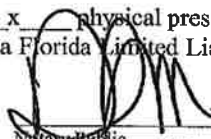
Witness Printed Name Emma Keck

State of Florida  
County of Brevard

The foregoing instrument was acknowledged before me by means of x physical presence or \_\_\_\_\_ online notarization this July 15th, 2022, by Elizabeth Curles, Manager of Jett Terrain LLC, a Florida Limited Liability Company, who is/are personally known to me or who has produced drivers license as identification.



Karen S. Solomon  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GC205228  
Expires 8/4/2022



Notary Public  
Print Name: Karen S Solomon

My Commission Expires: \_\_\_\_\_  
(SEAL)

## AFFIDAVIT OF NO LIENS

State of Florida  
County of Brevard

Before me, the undersigned authority, on this day personally appeared Jett Terrain LLC, a Florida Limited Liability Company and The Virginia W. Russell Family Limited Partnership, who, upon being by me first duly sworn, deposes and says:

The affiant(s) is/are the owners of the following described real property

**Section 19, Tract 198, described as follows:**

**The West 1/2 of the South 200 feet of the North 400 feet of the South 3/4 of Lot 13, Section 19, Township 29 South, Range 38 East, Plat of Florida Indian River Land Co., Plat Book 1, Page(s) 166, Public Records of Brevard County, Florida, less the West 25 feet for road, utility and drainage right of way.**

The affiant(s) is/are in full and exclusive constructive or actual possession of the above described premises and have no knowledge of any claim or assertion of title to those premises, other than N/A.

There are no delinquent taxes or outstanding assessments or pending assessments of any kind against the property for street paving, sewer, lighting or water services in respect to said property.

There are no unpaid bills or claims for labor or services performed or material furnished or delivered to said property.

The affiant(s) is/are not involved in any court proceedings affecting the above described real property, or in any proceedings in which a money judgement might be entered against them, and that the affiant(s) owe to the United States no money for overdue unpaid taxes.

The affiant(s) have not and will not execute any instrument or do any act whatsoever which would or might in any way affect the title to the foregoing property to the detriment of the purchasers or to the detriment of , which is now making a loan secured by a mortgage on said property.

All of the statements and representations set forth above are made in order to induce Brevard County to purchase or complete the purchase of the foregoing property, to induce the aforesaid lender, if any, to make a mortgage loan on said property, and to induce the title insurance company to issue title insurance in relation to said property.

**AFFIANT(S) KNOW THAT IF ANY OF  
THESE STATEMENTS AND REPRESENTATIONS ARE FALSE THEN AFFIANT(S)  
IS/ARE OBTAINING MONEY UNDER FALSE PRETENSES.**

Jett Terrain LLC, a Florida Limited Liability Company

Elizabeth Curles, Manager

Sworn to, subscribed and acknowledged before me this July 15, 2022

Notary Public

Notary Printed Name: Karen S Solomon

My Commission Expires:



Karen S. Solomon  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG205228  
Expires 8/4/2022





**County Attorney's Office**  
2725 Judge Fran Jamieson Way  
Building C, Room 308  
Viera, Florida 32940

**BOARD OF COUNTY COMMISSIONERS**

July 12, 2022

Karens@precisetitle.com

Karen Solomon  
Precise Title Inc.  
201 Sixth Ave.  
Indialantic, FL 32903

RE: EELs Donation – Jett Terrain LLC Tax ID: 29-38-19-00-762.  
Your File No. 24926

Dear Karen:

I have received and reviewed the Title Commitment for the above referenced transaction. Brevard County objects to exceptions listed in Schedule B Section II, Items 1, 3B, 3C, 3D and 4, and 5.

I am requesting the HUD document to be amended for the Buyer's signature lines. It incorrectly states the manager is signing for Brevard County.

Pursuant to Section 196.295, Florida Statutes, pro-rated property taxes for 2022 up until the closing date of July 15, 2022 must be collected at closing and escrowed with the Tax Collector's Office. Please contact Stacey Johnson at (321) 264-6969 (opt. 2) for assistance with calculating the prorated amount. Please make checks payable to the Brevard County Tax Collector and forward to *Brevard County Tax Collector, P.O. Box 2500, Titusville, FL 32781-2500, Attention: Cindy Rodriguez.*

The seller will pay for the cost of recording, any documentary stamps to be affixed thereto, and any other normal closing expenses.

No boundary survey will be required. An owner's affidavit is required at closing. A one time management fee of \$700.00 must be collected at closing as this transaction is for mitigation and not a donation.

If you have any questions, please let me know.

Sincerely,

Justin E. Caron  
Assistant County Attorney  
[Justin.caron@brevardfl.gov](mailto:Justin.caron@brevardfl.gov)

cc: Jenny Warner, EEL Land Acquisition Coordinator, *via email*

## PRECISE TITLE, INC. / ESCROW ACCOUNT

One-time management fee \$500 @1.40 acres

329750

700.00

Jul 15, 2022 kss COMM 24926 Not Assigned  
24926 JETT TERRAIN, LLC/RUSSELL

700.00

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER - THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX

PRECISE TITLE, INC.  
ESCROW ACCOUNT  
201 SIXTH AVENUE  
INDIALANTIC, FLORIDA 32903  
(321) 984-0986

TRUIST BANK

329750

July 15, 2022

kss

PAY

\*\*Seven Hundred dollars &amp; no cents\*\*

\$700.00

TO THE ORDER OF  
Brevard County

VOID AFTER 90 DAYS

File No: 24926 COMM 24926 Not Assigned

AUTHORIZED SIGNATURE

⑈0329750⑈ ⑆063102152⑆ 0650000108723⑈

PRECISE TITLE, INC. / ESCROW ACCOUNT

329750

File No.: 24926 TRUIST BANK-ESCROW - Acct Date: 7-2022 Check Dated: July 15, 2022  
Reference: COMM 24926 Not Assigned JETT TERRAIN, LLC/RUSSELL  
Payee: Brevard County Operator / Control No: kss  
Printer: SHARP MX-M654N PCL6 on Jul 15, 2022 at 10:18 AM

1303 One-time management fee \$500 @1.40 acres

700.00

700.00

# AMERICAN LAND TITLE ASSOCIATION Commitment for Title Insurance



Issued by

## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida Corporation (the "Company"), commits to Issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.*

A handwritten signature in dark ink, appearing to be "Dm".

Issued through the Office of  
PRECISE TITLE, INC

Authorized Signatory

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By:

A handwritten signature in dark ink, appearing to be "Gms N. P. L.". The signature is written over the word "President".

ATTEST

President

A handwritten signature in dark ink, appearing to be "W. L.". The signature is written over the word "Secretary".

Secretary

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements;
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (i) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (ii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured Identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.



**Transaction Identification Data for reference only:**

Issuing Agent: PRECISE TITLE, INC

Issuing Office: 201 Sixth Avenue, Indialantic, Florida 32903

ALTA Universal ID: 0000516

Commitment Number: 24926

Issuing Office File Number: 24926

Property Address: Not Assigned, Grant, Florida 32949

Revision Number:

**Schedule A**

**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Commitment Date: March 28, 2022

2. Policy to be issued:

A.L.T.A Owner's Policy

Proposed Insured: Brevard County

Proposed Policy Amount: \$10,500.00

(Additional policy/ies can be issued.)

A.L.T.A Loan Policy

Proposed Insured: \_\_\_\_\_

Proposed Policy Amount: \$0.00

(Additional policy/ies can be issued.)

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in: Jett Terrain LLC, a Florida Limited Liability Company

5. The Land is described as follows:

Section 19, Tract 198, described as follows:

The West 1/2 of the South 200 feet of the North 400 feet of the South 3/4 of Lot 13, Section 19, Township 29 South, Range 38 East, Plat of Florida Indian River Land Co., Plat Book 1, Page(s) 166, Public Records of Brevard County, Florida, less the West 25 feet for road, utility and drainage right of way.

\_\_\_\_\_  
Authorized Signatory

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

81C165B09

ALTA Commitment for Title Insurance 8-1-16 w- FL Mod

Page: 1 of 5

~~Schedule B-1~~  
~~AMERICAN LAND TITLE ASSOCIATION COMMITMENT~~  
~~Requirements~~

*deleted  
1/15/2022  
Dm*

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - A. Duly executed Warranty Deed from Jett Terrain LLC, a Florida Limited Liability Company, Grantor, to Brevard County, Grantee, conveying the land described on Exhibit A hereof.

The Company will require the following as to Jett Terrain LLC, a Florida Limited Liability Company: ("LLC"):

- i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.
- ii. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.
- iii. Record an affidavit from the person executing the proposed deed on behalf of the LLC certifying: (a) the name and state of organization of the LLC; (b) whether the LLC is member-managed or manager-managed; (c) the identity of the member or manager and the person authorized to execute the deed; and (d) neither the LLC nor any member signing the deed have filed bankruptcy since the LLC acquired title.
- iv. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

If the proposed deed will be executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

81C165B09

ALTA Commitment for Title Insurance 8-1-16 w- FL Mod

Page: 2 of 5



5. Proof of payment of any outstanding assessments in favor of Brevard County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Brevard County, Florida, any special taxing district and any municipality.

6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

7. The search did not disclose any open mortgages of record, therefore the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. To delete this requirement, the title agent must confirm with the owner that the Land is free and clear of mortgages and include such a recitation in the title affidavit.

NOTE: Because the contemplated transaction involves an all-cash closing, the Company has not performed searches on the names of the purchasers/proposed insured. If the Company is asked to insure a Mortgage from said purchasers, we will require notification of same and we reserve the right to make additional requirements and/or exceptions which we may deem necessary after conducting name searches on the purchasers.

NOTE: 2021 Real Property Taxes in the gross amount of \$19.48 are Paid, under Tax I.D. No. 29-38-19-00-762.

The following note is for informational purposes only, is neither guaranteed nor insured, and is not part of the coverage of this form or policy.

The last conveyance of title that has been of record for more than 24 months and all subsequently recorded conveyances are: Official Records Book 8705 , page 2136

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

81C165B09

ALTA Commitment for Title Insurance 8-1-16 w- FL Mod  
Page: 3 of 5



**Schedule B-II**

**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.

Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.

3. Standard Exceptions:

(3 A remains)

A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

B. Rights or claims of parties in possession not shown by the public records.

C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

D. Taxes or assessments which are not shown as existing liens in the public records.

Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.

Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

81C165B09

ALTA Commitment for Title Insurance 8-1-16 w- FL Mod

Page: 4 of 5



NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

#### NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

6. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Florida Indian River Land Company, recorded in Plat Book 1, Page 166, of the Public Records of Brevard County, Florida.
7. Dedication of Easements recorded in Official Records Book 1087, Page 373.
8. Resolution recorded in Official Records Book 2332, Page 1604.
9. Right of Access Agreements recorded in Official Records Book 2368, Page 154, Official Records Book 2378, Page 2187, and Official Records Book 2489, page 838, all of the Public Records of Brevard County, Florida.
10. Resolution #88-366 recorded in Official Records Book 2953, page 2245.
11. Notwithstanding the insuring provisions, this policy does not insure any right of access to and from the land.

NOTE: All recording references in this form shall refer to the public records of Brevard County, Florida, unless otherwise noted.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

81C165B09

ALTA Commitment for Title Insurance 8-1-16 w- FL Mod  
Page: 5 of 5

# Precise Title, Inc.

## Privacy Statement

Precise Title Inc. respects the privacy and security of your non-public personal information ("personal information") and protecting your Personal information is one of our top priorities. This privacy statement explains Precise Title Inc.'s privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. Precise Title, Inc. follows the privacy practices described in this Privacy Statement and, depending on the business performed, Precise Title, Inc. may share information as described herein.

### Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information and income information;
- Information we receive from you through our internet websites, such as your name, address, email address, internet protocol address, the website links you used to get our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or other, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

### Disclosure of Personal Information

We may provide your personal information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;

- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or;
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or release prior to title or escrow closing.

We may also disclose your Personal Information to others we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or comply with a judicial proceeding, court order or legal process.

#### **Disclosure to Affiliated Companies**

We are permitted by law to share your name, address, and facts about your transaction with other agency companies, such as insurance companies, agents and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

#### **Disclosure to Nonaffiliated Third Parties**

We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

#### **Confidentiality and Security of Personal Information/requests for correction, amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, Precise Title, Inc. is to maintain customers' Personal Information for no less than our state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover costs incurred in responding to such requests. Please send requests to:

Precise Title, Inc.

Attn: Karen Solomon

201 Sixth Avenue, Indialantic, Florida 32903

Changes to this Privacy Statement-This Privacy Statement may be amended from time to time consistent with applicable privacy laws. The effective date of this Privacy Statement, March 25, 2019, indicates the last time this Privacy Statement was revised or materially changed.

PRECISE TITLE, INC. / ESCROW ACCOUNT

329749

Net Borrower Proceeds

9.80

Jul 15, 2022 kss COMM 24926 Not Assigned  
24926 JETT TERRAIN, LLC/RUSSELL

9.80

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER - THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX

PRECISE TITLE, INC.  
ESCROW ACCOUNT  
201 SIXTH AVENUE  
INDIALANTIC, FLORIDA 32903  
(321) 984-0986

TRUIST BANK

329749

PAY

July 15, 2022

kss

\*\*Nine dollars & Eighty cents\*\*

\$9.80

TO THE ORDER OF Brevard County



VOID AFTER 90 DAYS

File No. 24926 COMM 24926 Not Assigned

AUTHORIZED SIGNATURE

⑈0329749⑈ ⑆063102152⑆ 0650000108723⑈

PRECISE TITLE, INC. / ESCROW ACCOUNT

329749

File No.: 24926 TRUIST BANK-ESCROW - Acct Date: 7-2022 Check Dated: July 15, 2022  
Reference: COMM 24926 Not Assigned JETT TERRAIN, LLC/RUSSELL  
Payee: Brevard County Operator / Control No: kss  
Printer: SHARP MX-M654N PCL6 on Jul 15, 2022 at 10:18 AM

303 Net Borrower Proceeds

9.80

9.80



## BREVARD COUNTY

### Office of the Tax Collector

400 South Street, 6<sup>th</sup> Floor  
Post Office Box 2500, Titusville, FL 32781-2500  
Telephone (321) 264-6969 or (321) 633-2199

CERTIFIED FLORIDA COLLECTOR

#### PROPERTY TAX PRORATION AS REQUESTED BY:

**Karen S W/ Precise Title**

Full Taking

Date Prepared:	7/11/2022	Current or Previous Owner:	Jett Terrain LLC
Tax Account:	2955050	Transfer To:	Brevard County
Parcel ID:	29381900762	Based on Tax Year	2021
Tax Year Estimated:	2022	Based on Tax Year	2021
Estimated Taxable Value:	1,400	Provided by Property Appraiser	
Millage Rate Available:	13.91		
Estimated Ad Valorem Taxes:	19.47		
Total Estimated Tax Less Disc:	18.70		
Per Diem Amount:	0.05		
Number of Days:	196		
PRORATED AMOUNT DUE:	9.80		
			7/15/2022

If you need additional assistance in this matter, please do not hesitate to contact me at 321-264-6969.

Sincerely,

LISA CULLEN, C.F.C.  
BREVARD COUNTY TAX COLLECTOR

Prepared By: Stacey Johnson, Lead Tax Specialist  
Title: Tax Department



February 8, 2006

**MEMORANDUM**

**TO:** Don Lusk, Assistant County Manager

**RE:** Item I.B.5, Acceptance of Mitigation Lands

The Board of County Commissioners, in regular session on February 7, 2006, authorized EEL staff to accept future land donations for scrub jay, gopher tortoise, and wetland mitigation as deemed appropriate by the EEL Selection and Management Committee for management under the EEL Program.

Your continued cooperation is greatly appreciated.

Sincerely yours,

**BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK**

  
Bernadette Talbert, Deputy Clerk

/sl

**cc:** Finance  
Budget

Meeting Date
February 7, 2006



AGENDA	
Section	CONSENT
Item No.	163

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

SUBJECT: Donation of Mitigation Lands to Brevard County EEL Program

DEPT. / OFFICE: Parks & Recreation  
Environmentally Endangered Lands (EEL) Program

**Requested Action:**

It is requested the Board of County Commissioners authorize EEL staff to accept future land donations for scrub-jay, gopher tortoise and wetland mitigation as deemed appropriate by the EEL Selection and Management Committee (SMC) for management under the EEL Program.

**Summary Explanation & Background:**

On October 27, 1998, the Board authorized staff to accept donations of land for scrub-jay or gopher tortoise mitigation within the Brevard Coastal Scrub Ecosystem CARL project.

On July 27, 1999, the Board expanded its authorization to include wetland mitigation lands within Brevard County approved CARL projects.

Staff requests authorization to extend the acceptance of mitigation donations to include parcels that are outside of existing CARL/Florida Forever Project boundaries when they have been determined by the SMC to meet the acquisition criteria of the EEL Program. This action will expedite the acceptance process of mitigation donation properties and will provide increased opportunities to add additional lands to the EEL Program that will compliment existing acquisition projects without acquisition cost. Acceptance of title of any donations would be contingent upon the property owner providing the following items to Brevard County: acceptable proof of marketable title, title insurance policy, boundary survey, and environmental assessment.

**Cost Benefit Analysis:** The EEL Program will be responsible for management of any donated land within state and county approved CARL/Florida Forever projects (Fund 1615 Account 300601). This action advances the conservation goals of the EEL Program without additional fiscal impact to the Program.

Contact: Mike Knight, 255-4466 or mknight@brevardparks.com

**Exhibits Attached:**

None

Contract /Agreement (If attached): Reviewed by County Attorney

Yes ☐ No ☐

County Manager's Office

Peggy Busacca, County Manager

Department

Don Lusk, Interim Parks & Recreation Director