



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.6.

2/22/2022

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### **Subject:**

Approval, Re: Dedication of Permanent Road Right of Way, Drainage, Sidewalk, and Utility Easement for Brubaker Building from Paint Street, LLC - District 4.

### **Fiscal Impact:**

None

### **Dept/Office:**

Public Works Department / Land Acquisition

### **Requested Action:**

It is requested that the Board of County Commissioners approve and accept the attached Permanent Road Right of Way, Drainage, Sidewalk, and Utility Easement.

### **Summary Explanation and Background:**

The subject property is located in Section 35, Township 25 South, Range 36 East, at the southwest corner of Paint Street and Schenck Avenue in Rockledge.

Paint Street, LLC, owner, has submitted site plan number 17SP00029 for review and approval by the County for an office/warehouse development known as Brubaker Building. As part of the site plan approval, the construction of a sidewalk is required. In 2018, the owner was approved for a sidewalk waiver and subsequently entered into a Sidewalk Assessment Agreement for a portion of the required sidewalk that is to be constructed. As a condition of the waiver, Public Works Department requested the owner remove and replace approximately 85 feet of the neighboring sidewalk due to its poor condition. The owner agreed to the condition and has dedicated the attached Permanent Road Right of Way, Drainage, Sidewalk, and Utility Easement required as a condition of the site plan approval.

The User Department approves this request.

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

### **Clerk to the Board Instructions:**

# BOARD OF COUNTY COMMISSIONERS



## AGENDA REVIEW SHEET

AGENDA: Dedication of Permanent Road Right of Way, Drainage, Sidewalk, and  
Utility Easement for Brubaker Building from Paint Street, LLC – District 4

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lisa Kruse, Land Acquisition Specialist

CONTACT PHONE: 321-350-8353 Ext. 58353

|  | APPROVE   | DISAPPROVE | DATE      |
|--|---|------------|-----------|
| LAND ACQUISITION<br>Lucy Hamelers, Supervisor                      |  |            | 1-24-2022 |
| COUNTY ATTORNEY<br>Christine Schverak<br>Assistant County Attorney |  |            | 1-25-2022 |



February 23, 2022

**M E M O R A N D U M**

TO: Marc Bernath, Public Works Director      Attn: Lucy Hamelers

RE: Item F.6., Approval for Dedication of Permanent Road Right-of-Way, Drainage,  
Sidewalk, and Utility Easement for Brubaker Building from Paint Street, LLC

The Board of County Commissioners, in regular session on February 22, 2022, approved and accepted the Permanent Road Right-of-Way, Drainage, Sidewalk, and Utility Easement for Brubaker Building from Paint Street, LLC.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script, reading "Kimberly Powell", is written over the typed name and title.

Kimberly Powell, Clerk to the Board

/sm

Prepared by and return to: Lisa J. Kruse  
Public Works Department, Land Acquisition  
2725 Judge Fran Jamieson Way, A-204, Viera, Florida 32940  
A portion of Interest In Tax Parcel I.D.: 25-36-35-00-792

**PERMANENT ROAD RIGHT-OF-WAY, DRAINAGE, SIDEWALK,  
AND UTILITY EASEMENT**

**THIS INDENTURE** is made this 21<sup>st</sup> day of Jan, 2022, by and between the following Parties: Paint Street, LLC, a Florida limited liability company, whose mailing address is 1041 Italia Court, Melbourne, Florida 32940, hereafter called the Grantor, and Brevard County, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, hereafter called the Grantee, for the use and benefit of Brevard County, Florida.

**WITNESSETH:**

1. Grant of Easement. That the Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration paid, the receipt of which is acknowledged, grants unto the Grantee, a perpetual non-exclusive road right-of-way, stormwater and groundwater drainage and flowage, sidewalk, and utility easement commencing on the above date for the purposes of constructing, using, maintaining, reconstructing, or reconfiguring road right-of-way, sidewalk, drainage, and utilities, including the right of ingress and egress onto the easement area as may be necessary for the full use and enjoyment by Grantee of its easement, and other allied uses pertaining thereto, over, under, upon, above, and through the following lands:

The land affected by the granting of the easements is located in Section 35, Township 25 South, Range 36 East, Brevard County, Florida, and being more particularly described on Exhibit "A" attached hereto (the "Easement Area").

The easement granted is non-exclusive and is made subject to all easements, conditions and restrictions, reservations and other matters of public record.

The easement granted includes the right of ingress and egress onto the easement area as may be necessary for the full use and enjoyment by the Grantee. The Grantor shall have full use and enjoyment of the easement area but shall not make any

improvements within the easement area which will conflict or interfere with the easement granted herein.

2. Applicable Law. This Easement shall be governed, enforced and construed in accordance with the laws of the State of Florida. If any provisions of this Easement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Easement shall not be affected thereby and each provision of this Easement shall otherwise remain valid and enforceable to the fullest extent permitted by law.

3. Binding Effect. This Easement, and the rights and interests created herein, runs with the land and shall be binding upon and inuring to the benefit of the Parties hereto and their respective successors and assigns. The Grantor does covenant with the Grantee that it is lawfully seized and possessed of the Easement Area and that it has a good and lawful right to grant the Easement. Grantor(s) shall not make any improvements within the Easement Area which will conflict or interfere with the Easement granted herein.

(SIGNATURE PAGE FOLLOWS)

**IN WITNESS WHEREOF**, the Parties have caused this easement to be executed, the day and year first above written,

Signed, sealed, and delivered in the presence of:

Susan m. Balla  
Witness

Susan m. Balla  
Print Name

Stefani Rashid  
Witness

Stefani Rashid  
Print Name

Paint Street, LLC, a Florida limited liability company

By: [Signature]  
Michael Brubaker, Manager

By: [Signature]  
Kristine Brubaker, 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 21<sup>st</sup> day of Jan, 2022, by Micheal Brubaker, as Manager and Kristine Brubaker, as Manager for Paint Street, LLC, a Florida limited liability company. Is ☒ personally known or ☐ produced \_\_\_\_\_ as identification.

Stefani Rashid  
Notary Signature  
SEAL



**LEGAL DESCRIPTION** PARCEL 800

SECTION 35, TOWNSHIP 25 SOUTH, RANGE 36 EAST

PARENT PARCEL ID# 25-36-35-00-792

EXHIBIT "A"

SHEET 1 OF 2  
NOT VALID WITHOUT  
SHEET 2 OF 2  
THIS IS NOT A SURVEY**PURPOSE: (RIGHT OF WAY EASEMENT)****LEGAL DESCRIPTION: PARCEL 800, RIGHT OF WAY EASEMENT (BY SURVEYOR)**

A parcel of land lying in the Southeast 1/4 of Section 35, Township 25 South, Range 36 East, lying Westerly of and abutting Schenck Avenue and Northerly of Viera Boulevard and South of Paint Street, and being a portion of those lands described in Official Records Book 8606, Page 2924, all of the Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the intersection of the North R/W line of Viera Boulevard and the West R/W line of Schenck Avenue, and run Northeasterly along said West R/W line an arc distance of 498.18 feet, said curve having a radial bearing of S 64°14'49" E., a radius of 1,567.00 feet, a delta angle of 18°12'55", a chord bearing of N 16°38'44"E, and a chord distance of 496.08 feet to the Point of Beginning; thence continue along the arc of said curve concave Northwesterly, having a radius of 1567.00 feet and along said West R/W line an arc distance of 170.93 feet, said curve having a delta angle of 06°14'59", a chord bearing of N 04°24'47" E., and a chord distance of 170.84 feet; thence leaving said curve run S 89°21'34" W., along the South right of way line of Paint Street a distance of 28.54 feet; thence leaving said right of way, run S 35°35'52" E., 35.40 feet to a point on a curve having a radial bearing of S 87°38'12" E., thence run Southwesterly along the arc of a curve concave Northwesterly an arc distance of 140.89 feet, having a delta angle of 05°10'28" a chord bearing of S 04°57'02" W., and a chord distance of 140.84 feet; thence leaving said curve run South 82°27'44" E., along a radial bearing a distance of 7.00 feet to the Point of Beginning.

CONTAINING 1506.79 SQ. FT., 0.035 ACRES MORE OR LESS.

**SURVEYOR'S NOTES:**

1. THE BASIS OF BEARINGS OF THE ABOVE DESCRIBED DESCRIPTION IS THE NORTH R/W LINE OF LANDS PER O.R.B. 8606, PG. 2924, BEING S 89°21'34" W PER ASSUMED DATUM.

2. THE SKETCH ON SHEET 2 OF 2 IS NOT A BOUNDARY SURVEY, IT IS A SKETCH ONLY TO ACCOMPANY LEGAL DESCRIPTION.

3. THE IMPROVEMENTS SHOWN HEREON ARE BASED ON A BOUNDARY SURVEY PREPARED BY ERIC NIELSEN LAND SURVEYING, INC. DATED 08-03-2021

4. THE SKETCH WAS PREPARED WITH THE BENEFIT OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY OWNER & ENCUMBRANCE PROPERTY INFORMATION REPORT NUMBER 21159044 ISSUED EFFECTIVE DATE SEPTEMBER 30, 2021 AT 5:00 P.M. PLOTTABLE EASEMENTS ARE SHOWN HEREON, FLORIDA POWER AND LIGHT EASEMENT PER O.R.B. 9184, PG. 1438, FORCELINE EASEMENT PER O.R.B. 5426, PG. 4548, FORCELINE EASEMENT PER ORB 5427, PG. 2534, FORCE LINE EASEMENT PER 5470, PG. 2019 WATERLINE EASEMENT PER ORB 5427, PG. 2197. PUBLIC RECORDS BREVARD COUNTY, FL.

**ABBREVIATION & SYMBOL LEGEND**

C/L = CENTERLINE

R/W = RIGHT-OF-WAY

P.O.B. = POINT OF BEGINNING

P.O.C. = POINT OF COMMENCEMENT

ORB = "OFFICIAL RECORDS BOOK"

PG = "PAGE"

L = LINE

C = CURVE

**Eric Nielsen**Digitally signed by Eric Nielsen  
Date: 2021.12.02 16:05:15  
-05'00'PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERSSURVEYOR & MAPPER, PSM NO. 5386  
NOT VALID UNLESS SIGNED AND SEALEDPREPARED BY: ERIC NIELSEN LAND SURVEYING, INC.  
L.B. 6946, 12 STONE STREET, SUITE 4  
COCOA, FL. 32922

|                  |                        |                       |          |                  |  |
|------------------|------------------------|-----------------------|----------|------------------|--|
| DRAWN BY: TN     | CHECKED BY: EN         | PROJECT NO. 20-299-07 |          |                  | SECTION 35<br>TOWNSHIP 25 SOUTH<br>RANGE 36 EAST |
| DATE: 08-03-2021 | DRAWING: 20-299-080321 | REVISIONS             | DATE     | DESCRIPTION      |  |
|                  |                        |                       | 11-29-21 | EASEMENT REVISED |  |



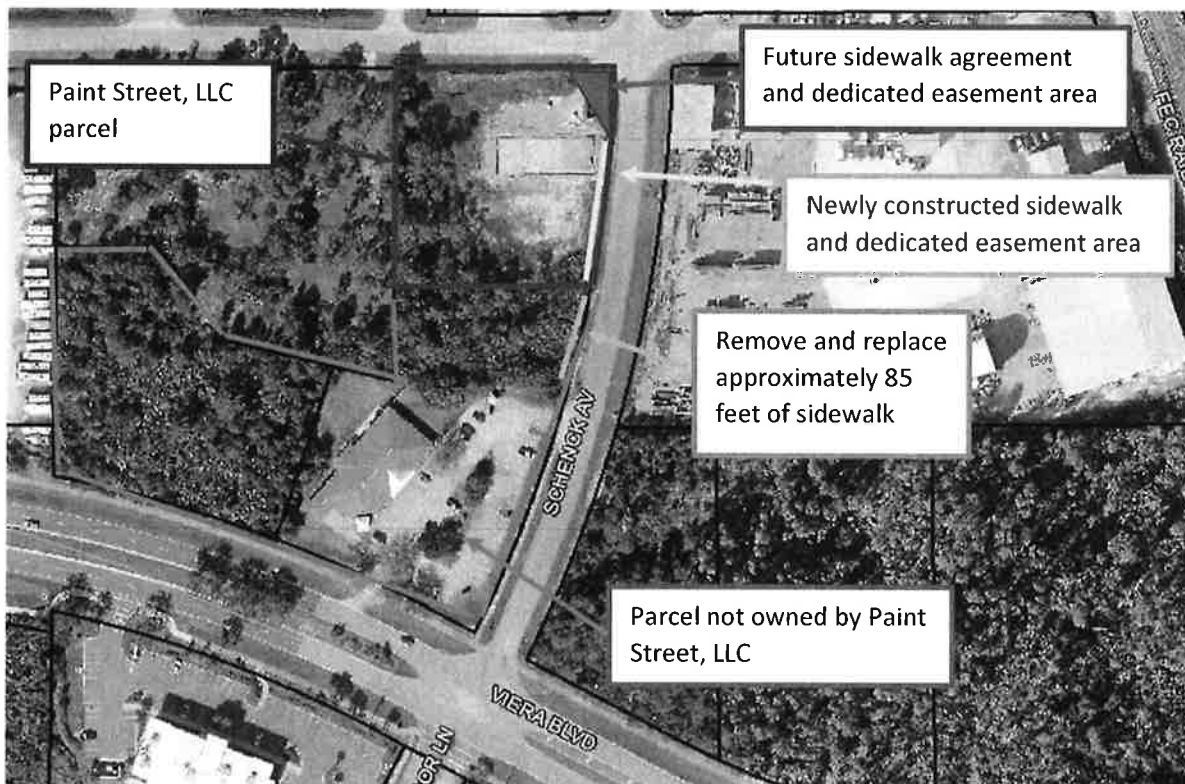


## LOCATION MAP

**Section 35, Township 25 South, Range 36 East - District: 4**

**PROPERTY LOCATION:** The parcel is located at the southwest corner of Paint Street and Schenck Avenue in Rockledge

**OWNERS NAME(S):** Paint Street, LLC



For reference and  
informational purposes

Plan Name PHL Building Site Address: Paint St. Rockledge  
Plan No. 17SP00029 Agreement for Frontage on: Paint Street

## SIDEWALK ASSESSMENT AGREEMENT

THIS AGREEMENT made and entered into this 14<sup>th</sup> day of December, 2018 by and between Abbas Pazoukandeh, hereinafter referred to as "OWNER", and the Board of County Commissioners of Brevard County, hereinafter referred to as "COUNTY".

### WITNESSETH :

The attached described real property and the improvements thereon situated in Brevard County, Florida and legally described as follows to wit: (attach legal description)

### SEE EXHIBIT "A"

WHEREAS, the OWNER has agreed to participate in the construction of sidewalks to the extent of their pro-rata share and also waived any right to object to a future assessment for the said sidewalks, and

WHEREAS, sidewalk construction is required by the County Comprehensive Plan but is not practical at this time, and

WHEREAS, the parties hereto are desirous of placing their agreement in writing.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof which is hereby acknowledged, the OWNER agrees as follows:

- 1) OWNER shall pay his pro-rata share, less 85 linear feet of sidewalk already constructed along Schneck Avenue, for sidewalk improvements, according to Chapter 98 of the Code Ordinances.
- 2) The OWNER hereby agrees that if the COUNTY elects under the provisions of Chapter 170 of the Florida Statutes or Chapter 98, Code of Ordinances of Brevard County, FL, to initiate a program of special assessments against all the private property adjacent to the property described in Exhibit "A", the OWNER will consent to the application of the special assessment procedures in accordance with the provisions of Chapter 170, Florida Statutes, or Chapter 98 Code of Ordinances of Brevard County, Florida, to their property.
- 3) The OWNER however, reserves the right to apply to the Equalization Board under the provisions of Section 170.08, Florida Statutes, to request any adjustment and equalization of any assessment which would be applied against their property. The procedures of Chapter 98, Code of Ordinances of Brevard County, Florida, if applicable, may also be used by OWNER to request a modification of the amount of the assessment.

CFN 2018276139, OR BK 8329 PAGE 2042,  
Recorded 12/14/2018 at 03:17 PM, Scott Ellis, Clerk of  
Courts, Brevard County  
# Pgs:4

- 4) This Agreement and its covenants terms and conditions shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto and shall run with the Premises.
- 5) In the performance of this Agreement, the OWNER shall keep books, records, and account of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the OWNER for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.
- 6) No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by OWNER in the United States or any other country.

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

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

Tania Ramos - Miner  
Signature of Witness

Rebecca Rogain  
Planning & Development Department, Director

Approved on: Dec. 14<sup>th</sup>, 2018

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of December, 2018, by Rebecca Rogain who is personally known to me or has produced \_\_\_\_\_ as identification and who did (did-not) take an oath.

My Commission Expires:

Dec. 2, 2019

Tania Ramos - Miner  
Signature of Notary Public

Tania Ramos - Miner  
Name Typed/Printed of Notary Public



Signed, Sealed and Delivered  
in presence of:

Diana Woodger  
Signature of Witness

Alfred B. ...  
Owner Signature

Janina Ramos - Miner  
Signature of Witness

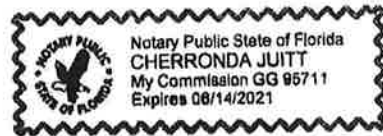
STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 14 day of December, 20 18, by Alfred B. Pazouhandeh who is personally known to me or has produced FEDL as identification and who did (did not) take an oath.

My Commission Expires:

6/14/21

Cherronda Juitt  
Signature of Notary Public  
Cherronda Juitt  
Name Typed/Printed of Notary Public



## EXHIBIT "A"

TOWNSHIP 25 SOUTH, RANGE 36 EAST, SECTION 35

### LEGAL DESCRIPTION:

(ORB 5809, PG. 5263)

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 36 EAST, LYING WEST OF AND ABUTTING SCHENCK AVENUE AND NORTHERLY OF VIERA BOULEVARD AND SOUTH OF PAINT STREET, LESS AND EXCEPT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4679, PAGE 1433, OFFICIAL RECORDS BOOK 4709, PAGE 3007, AND OFFICIAL RECORDS BOOK 4745, PAGE 257, ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

ALSO DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH R/W LINE OF VIERA BOULEVARD AND THE WEST R/W LINE OF SCHENCK AVENUE, AND RUN NORTHEASTERLY ALONG SAID WEST R/W LINE AN ARC DISTANCE OF 417.15 FEET, SAID CURVE HAVING A RADIUS OF 1,575 FEET, A CHORD DISTANCE OF 415.94 FEET, A DELTA OF 15:10'31", AND A CHORD BEARING OF N18:07'36"E, TO THE POINT OF BEGINNING. THENCE RUN S89:21'33"W, A DISTANCE OF 221.87 FEET± THENCE RUN N00:21'28"E, A DISTANCE OF 205.00 FEET TO THE SOUTH R/W LINE OF PAINT STREET, THENCE RUN N89:21'33"E ALONG SAID SOUTH R/W LINE A DISTANCE OF 246.43 FEET TO THE INTERSECTION OF SAID SOUTH R/W LINE AND THE AFORESAID WEST R/W LINE OF SCHENCK AVENUE± THENCE RUN SOUTHWESTERLY ALONG SAID WEST R/W LINE AN ARC DISTANCE OF 251.90 FEET, SAID LINE BEING A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1,575 FEET, A CHORD DISTANCE OF 251.63 FEET, A DELTA OF 09:09'48", AND A CHORD BEARING OF S05:57'26"W TO THE POINT OF BEGINNING.