



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.7.

7/12/2022

### Subject:

Approval, Re: Contract for Purchase of Easement Rights from Matthew David Schunck for the Benefit of Lift Station S17- District 4.

### Fiscal Impact:

FY 2021-2022: Impact fees: 4150/365190/5610000 Water Resources Operations and Maintenance; \$16,500.00

### Dept/Office:

Public Works Department / Land Acquisition / Utility Services Department

### Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chair to execute the attached Contract for Purchase of Easement Rights.

### Summary Explanation and Background:

The subject property is located in Section 11, Township 27 South, Range 37 East, east of South Patrick Drive and south of Yacht Club Boulevard in Indian Harbour Beach.

In February 2018, the Utility Services Department completed a project known as Lift Station S17 Relocation and Reconstruction. The lift station and force main were constructed within the Burns Boulevard right of way, which is under the jurisdiction of the City of Indian Harbour Beach. The Department recently determined the need to acquire an easement area outside the City right of way to ensure County infrastructure is not located on private property without an easement. The property owner, Mr. Schunck, has agreed to convey the easement for a sum of no less than \$16,500.00.

Fair market value for the easement area was established through an appraisal report from W.H. Benson and Company dated April 11, 2022, with an assigned value of \$14,000.00.

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:

Upon execution by the Chair, Public Works Department will contact the Clerk's office for arrangements to pick up the original executed Contract for Purchase of Easement Rights with exhibit.

# BOARD OF COUNTY COMMISSIONERS

## AGENDA REVIEW SHEET

AGENDA: Contract for Purchase of Easement Rights from Matthew David Schunck  
for the Benefit of Lift Station S17 – District 4.

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lucy Hamelers, Land Acquisition Supervisor

CONTACT PHONE: 321-350-8336

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor	<u>LA</u>	<u>                    </u>	<u>6-7-2022</u>
COUNTY ATTORNEY Christine Schverak Assistant County Attorney	<u>CMO</u>	<u>                    </u>	<u>6-8-2022</u>

RECEIVED

JUN 07 2022

Brevard County Attorney



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 13, 2022

**MEMORANDUM**

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

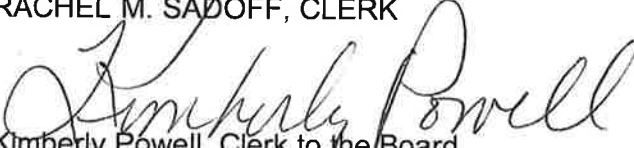
**RE:** Item F.7., Contract for Purchase of Easement Rights from Matthew David Schunck for the Benefit of Lift Station S17

The Board of County Commissioners, in regular session on July 12, 2022, approved and authorized the Chair to execute Contract for Purchase of Easement Rights from Matthew David Schunck for the benefit of Lift Station S17. Enclosed is a fully-executed Contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

  
Kimberly Powell, Clerk to the Board

Encl. (1)

/tr

**cc:** Contracts Administration  
Utility Services  
Finance  
Budget

## CONTRACT FOR PURCHASE OF EASEMENT RIGHTS

**Seller:** Matthew David Schunck

1199 Bay Drive E, Indian Harbour Beach, Florida 32937

**Buyer:** Brevard County, a political subdivision of the State of Florida

2725 Judge Fran Jamieson Way, Viera, Florida 32940

**Legal description of easement area being transferred:** See attached Exhibit A

**Terms:** Seller agrees to sell, and Buyer agrees to purchase an easement over the Property attached at Exhibit A pursuant to the terms and conditions set forth in this Contract for Purchase, and the attached designated Standards for Real Estate Transactions, as revised, and the attached Exhibit "A".

**Purchase price:** \$16,500.00 (Sixteen Thousand Five Hundred dollars and No/100-----)

**Closing Date:** This transaction shall be closed within 30 days after Brevard County executes this Agreement.

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

- a. Seller warrants that there are no parties in occupancy other than Seller.
- b. Seller warrants there is no hazardous waste or other environmental contamination located in or upon the easement area being acquired by the County.
- c. Seller warrants that Seller has no knowledge of any fact or restriction which would prevent use of the property for Lift Station and related facilities purpose intended; Seller warrants and represents that there is ingress and egress to the easement area sufficient for its intended use as described in Exhibit A attached; and Seller warrants that this agreement represents the entirety of the agreement and settles all claims between the Parties. No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract.
- d. Seller hereby represents and warrants to County that Seller has not engaged or dealt with any agent, broker, attorney or finder, in regard to this Agreement or to the sale and purchase of the property contemplated hereby. Seller hereby acknowledges and covenants that Seller is solely responsible for any and all commissions due arising out of or connected with the sale or transfer of the property rights. Seller hereby indemnifies County and agrees to hold County free and harmless from and against any and all liability, loss, costs, damage and expense, including but not limited to attorney's fees and costs of litigation both prior to and on appeal, which County shall ever suffer or incur because of any claim by any agent, broker, attorney or finder engaged by Seller, including broker, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the property rights contemplated hereby.
- e. The provisions of this warranty section shall survive the Closing Date.

**Condemnation:** This property ☐ is ☒ is not being acquired under threat of condemnation. If so, this agreement includes and settles all issues of full compensation for the property being acquired, including fees and costs.

Seller shall comply with section 196.295 and 286.23, Florida Statutes, as applicable.

**Special Clauses:**

☐

See attached addendum

☒

NOT APPLICABLE

**BUYER:**

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

BY: 

Kristine Zonka, Chair

**SELLER:**



Matthew David Schunck

Date: 6-6-2022

ATTEST:



Rachel Sadoff, Clerk of the Court

As approved by the Board July 12, 2022

Agenda Item # F. 7.

## ATTACHMENT STANDARDS FOR REAL ESTATE TRANSACTIONS

- A. **TIME PERIOD: Time is of the essence in this Contract.** Calendar days shall be used in computing time periods. Any time period provided for in this Contract that shall end or occur on a Saturday, Sunday, or a national legal holiday (5 U.S.C. 6103) shall extend to 5:00pm (where the property is located) of the next business day.
- B. **DOCUMENTS FOR CLOSING:** Buyer shall prepare the easement, and other applicable documents, for Seller's signature.
- C. **EXPENSES.** Buyer will pay for the cost of recording the deed, documentary stamp taxes and the cost of recording any corrective instruments necessary.
- D. **PROCEEDS OF SALE; CLOSING PROCEDURE:** Closing shall mean the documents to transfer the easement interests have been properly executed and delivered to the County and the County warrant for the amount of the purchase price is delivered to the Seller. The executed deed shall be recorded upon delivery of the County warrant to Seller.
- E. **FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. In the event of any litigation arising out of this Contract, each party shall bear its own attorney's fees and costs. **THE PARTIES AGREE TO A WAIVER OF ANY RIGHT TO JURY TRIAL AND THAT ANY TRIAL SHALL BE NON-JURY.**
- F. **CONVEYANCE:** Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, easement deed or temporary construction easement as appropriate to the status of Seller. Personal Property shall, at request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.
- G. **OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.
- H. **WARRANTY:** Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed.
- I. **APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation or litigation, shall lie in Brevard County, Florida.

Form reviewed by the County Attorney's Office

  
(Assistant/Deputy) County Attorney

# LEGAL DESCRIPTION

## PARCEL #800

PARENT PARCEL ID#: 27-37-11-78-D-1

PURPOSE: LIFT STATION EASEMENT

## EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2

THIS IS NOT A SURVEY

### LEGAL DESCRIPTION: PARCEL #800 LIFT STATION EASEMENT (PREPARED BY SURVEYOR)

THE EAST 7.50 FEET OF LOT 1, BLOCK D OF THE PLAT OF GOLDEN BEACH ESTATES FIRST ADDITION, AS RECORDED IN PLAT BOOK 18, PAGE 55 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE N. 01°30'54" W., ALONG THE EAST LINE OF SAID LOT 1 AND THE WEST RIGHT-OF-WAY LINE OF BURNS BOULEVARD (A 60.00 FOOT WIDE RIGHT-OF-WAY PER PLAT), A DISTANCE OF 97.76 FEET TO THE POINT-OF-CURVATURE OF A 25.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, AND HAVING A CHORD BEARING OF N. 24°18'05" W.; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°34'23", A DISTANCE OF 19.89 FEET TO A POINT ON A LINE PARALLEL WITH AND 7.50 FEET WEST, BY RIGHT ANGLE MEASURE, OF THE EAST LINE OF SAID LOT 1, THENCE S. 01°30'54" E., ALONG SAID PARALLEL LINE, A DISTANCE OF 115.52 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1, THENCE N. 89°13'38" E., ALONG SAID SOUTH LINE, A DISTANCE OF 7.50 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 0.02 ACRES (825 SF), MORE OR LESS, AND BEING SUBJECT TO A 20.00 FOOT WIDE PUBLIC UTILITIES AND DRAINAGE EASEMENT, AS SHOWN ON SAID PLAT OF GOLDEN BEACH ESTATES FIRST ADDITION AND ANY OTHER EASEMENTS AND/OR RIGHTS-OF-WAYS OF RECORD AND THE FINDINGS OF A VALID SURVEY.

### SURVEYORS NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE AND ARE BASED ON THE WEST RIGHT-OF-WAY LINE OF BURNS BOULEVARD, BEING: N. 01°30'54" W. PER THE PLAT OF "GOLDEN BEACH ESTATES FIRST ADDITION" PER PLAT BOOK 18, PAGE 55 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
3. THIS SKETCH AND DESCRIPTION WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW; COPIES ARE VALID ONLY WHEN BEARING THE SURVEYOR'S ORIGINAL SIGNATURE AND SEAL OR VERIFIED ELECTRONIC SIGNATURE AND SEAL.
4. CERTIFIED TO:

**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

### CERTIFICATE:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PERFORMED UNDER MY DIRECTION AND SUPERVISION, AND THAT IT MEETS OR EXCEEDS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



PREPARED FOR AND CERTIFIED TO:  
**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

JOSEPH BARRY CABANISS, P.L.S.  
FLORIDA SURVEYOR'S CERTIFICATE NO.:  
DRMP, INC. CERTIFICATE NO.:  
NOT VALID UNLESS SIGNED AND SEALED

DATE  
4524  
2648

PREPARED BY:



100 PARNELL STREET • SUITE A • MERRITT ISLAND, FLORIDA 32953  
PHONE NO.: (321) 453-0010

DRMP, INC. CERTIFICATE NO.: 2648

DRAWN BY: JWS

CHECKED BY: JBC

DATE: 2021-07-14

DRAWING: 381105C-SK01.DWG

PROJECT NO. 381105C

REVISIONS

DATE

DESCRIPTION

2/09/22

NOTE 2

2/07/22

COUNTY COMMENTS

SECTION 11

TOWNSHIP 27 SOUTH  
RANGE 37 EAST

# SKETCH OF DESCRIPTION

## PARCEL #800

PARENT PARCEL ID#: 27-37-11-78-D-1

PURPOSE: LIFT STATION EASEMENT

## EXHIBIT "A"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1

THIS IS NOT A SURVEY

### GRAPHIC SCALE



( IN FEET )

1 INCH = 30 FT.

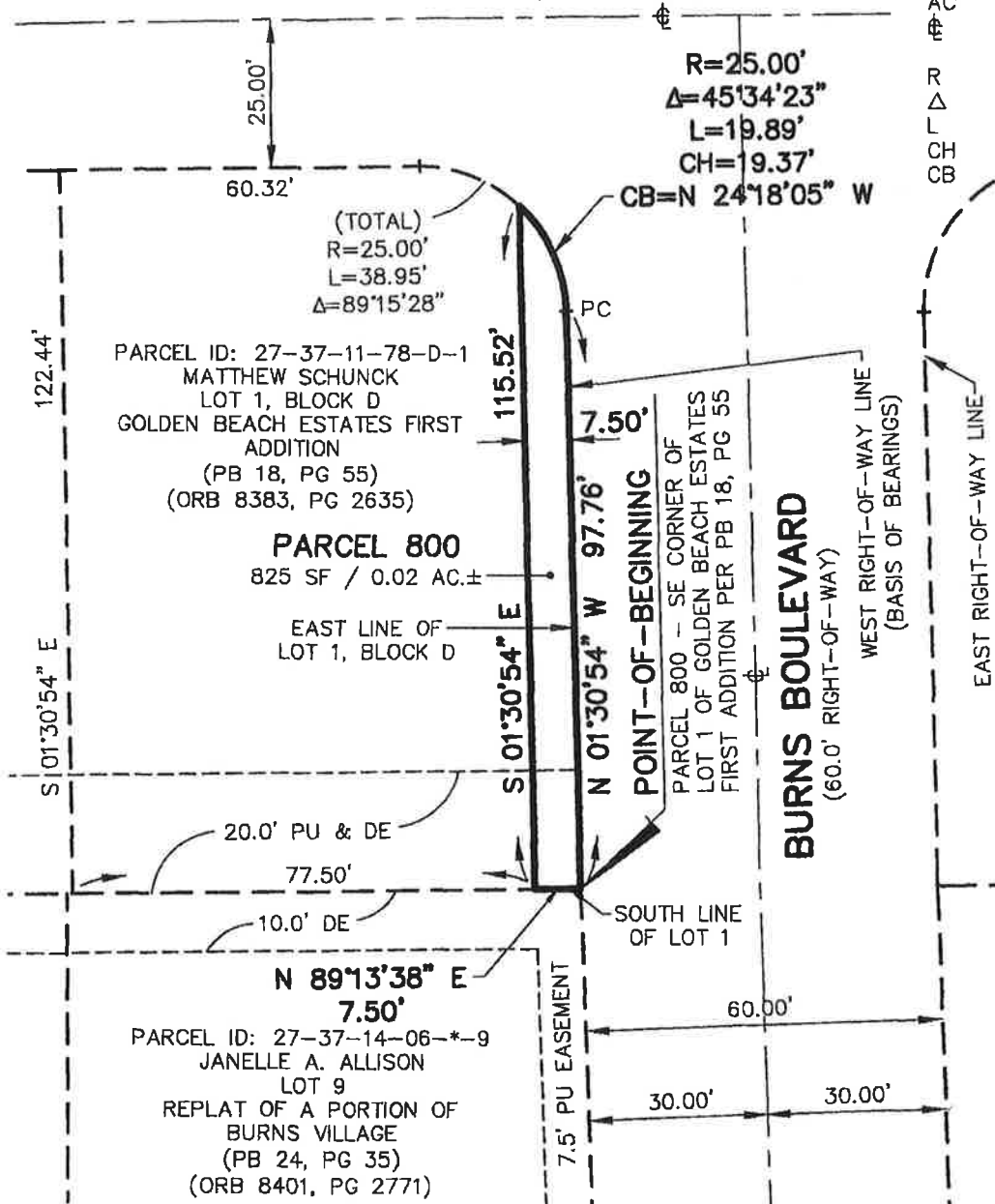


### BAY DRIVE EAST

(50.0' RIGHT-OF-WAY)

### LEGEND:

ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE
PU	PUBLIC UTILITIES
PU & DE	PUBLIC UTILITIES AND DRAINAGE EASEMENT
SF	SQUARE FEET
AC	ACRES
±	PLUS OR MINUS
R	CENTERLINE
Δ	RADIUS
L	CENTRAL ANGLE
CH	ARC LENGTH
CB	CHORD
	CHORD BEARING



PREPARED BY:

100 PARNELL STREET • SUITE A  
MERRITT ISLAND, FLORIDA 32953

PHONE NO.: (321) 453-0010

DRMP, INC. CERTIFICATE NO.: 2648



SCALE:

1"=30'

PROJECT NO.:

381105C

SECTION 11

TOWNSHIP 27 SOUTH

RANGE 37 EAST



## PROPERTY FACT SHEET

PROJECT: Lift Station S17

OWNER: Matthew David Schunck

PARCEL LOCATION: 1199 Bay Drive E, Indian Harbour Beach

PARENT PARCEL SIZE: 0.24 acres

EASEMENT AREA: 0.02 acres (825 square feet)

ZONING/LANDUSE: R-1A Residential

IMPROVEMENTS: single family home

TOPOGRAPHY: unavailable

FLOOD ZONE: X

TAX PARCEL ID#: 27-37-11-78-D-1

ASSESSED VALUE: \$292,290.00 (2021 Assessment - Property Appraiser Records)

PUBLIC UTILITIES: All utilities

PROPERTY TRANSACTION: Purchase date: February 12, 2019  
(Clerk of the Court Records) Sale amount: \$301,900.00

W.H. Benson and Company Appraisal Date: April 11, 2022

Appraised Value: \$14,000.00

## LOCATION MAP

Section 11, Township 27 South, Range 37 East - District: 4

PROPERTY LOCATION: East of South Patrick Drive, South of Yacht Club Boulevard in Indian Harbour Beach

OWNERS NAME(S): Matthew David Schunck

