



AGENDA REPORT
October 9, 2018

Approval Re: Contract for Sale and Purchase of Easement from Teen Missions International, Inc., for the Hall Road Pump Station Drainage Improvements Project – District 2.

SUBJECT:

Approval Re: Contract for Sale and Purchase of Easement from Teen Missions International, Inc., for the Hall Road Pump Station Drainage Improvements Project – District 2.

FISCAL IMPACT:

Fiscal impact: FY 2018 – 2019: \$78,000.00 (Funding Source: 1112/260030/5650000/6550200)

FY 2019 – 2020: No impact

DEPT/OFFICE:

Public Works

REQUESTED ACTION:

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

SUMMARY EXPLANATION and BACKGROUND:

The subject parcel is located in Sections 1 and 2, Township 24S, Range 36E.

The Hall Road Pump Station project will replace the Mosquito Control pump and the need for two temporary portable pumps during substantial rain events. The scope of work includes the installation of two permanent electric pumps designed to discharge a combined 50,000 gallons per minute of stormwater runoff into the Sykes Creek Mosquito Control Impoundment to further improve the recovery time for much of South Chase Hammock Road and east of State Road 3 during larger storm events. These private parcels extend to inside the limits of the perimeter berm and are necessary for stormwater and flood control uses. The easement area to be purchased contains 31.23 acres.

An appraisal was obtained from W.H. Benson & Company report dated April 19, 2018 with a valuation of \$75,000.00.

Potential options are as follows:

- 1) Accept the offer from the seller and instruct staff to proceed with the closing.
- 2) Reject the offer and extend an offer to the owner in an amount to be determined by the Board at this time.

Staff recommendation is to accept the offer of \$78,000.00 from the Seller.

Land Acquisition Policies and Procedures require approval and acceptance by the Board of County Commissioners for all easements.

CLERK TO THE BOARD INSTRUCTIONS:

Return the original executed Contract for Purchase of Easement with Exhibits and Board approval memo to Land Acquisition Section.

ATTACHMENTS:

Description

- **Hall Road Contract Agenda Documents**

10-9-18
F-7
Public works -
consent.

BOARD OF COUNTY COMMISSIONERS

AGENDA: CONTRACT FOR PURCHASE OF EASEMENT - PARCELS
101 AND 102 FROM TEEN MISSIONS INTERNATIONAL, INC.
(OWNER) FOR THE HALL ROAD PUMP STATION DRAINAGE
IMPROVEMENTS PROJECT - DISTRICT 2

AGENCY: NATURAL RESOURCES MANAGEMENT DEPARTMENT / LAND
ACQUISITION SECTION

AGENCY CONTACT: LUCY HAMELERS, LAND ACQUISITION SPECIALIST

CONTACT PHONE: 321-690-6847 (56316)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u>DPS</u>	_____	<u>9/12/18</u>
COUNTY ATTORNEY Jad Brewer Assistant County Attorney	<u>JMR</u>	_____	<u>9/12/18</u>

AGENDA DUE DATE: September 25, 2018 for the **October 9, 2018 Board meeting**

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

PLEASE CALL DEBBIE CRUZ AT 690-6847 (5-6847) WHEN READY TO BE PICKED UP.

THANK YOU.

BOARD OF COUNTY COMMISSIONERS

AGENDA: CONTRACT FOR PURCHASE OF EASEMENT - PARCELS
101 AND 102 FROM TEEN MISSIONS INTERNATIONAL, INC.
(OWNER) FOR THE HALL ROAD PUMP STATION DRAINAGE
IMPROVEMENTS PROJECT - DISTRICT 2

AGENCY: NATURAL RESOURCES MANAGEMENT DEPARTMENT / LAND
ACQUISITION SECTION

AGENCY CONTACT: LUCY HAMELERS, LAND ACQUISITION SPECIALIST

CONTACT PHONE: 321-690-6847 (56316)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u>DPJ</u>	_____	<u>9/12/18</u>
COUNTY ATTORNEY Jad Brewer Assistant County Attorney	<u>JMB</u>	_____	<u>9/12/18</u>

AGENDA DUE DATE: September 25, 2018 for the October 9, 2018 Board meeting

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

PLEASE CALL DEBBIE CRUZ AT 690-6847 (5-6847) WHEN READY TO BE PICKED UP.

THANK YOU.



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 10, 2018

MEMORANDUM

TO: Dan Jones, Interim Public Works Director

RE: Item F.7., Approval of Contract for Sale and Purchase of Easement from Teen Missions International, Inc., for the Hall Road Pump Station Drainage Improvements Project

The Board of County Commissioners, in regular session on October 9, 2018, executed the Contract for Purchase of Easement from Teen Missions International, Inc., for Hall Road Pump Station Drainage Improvements Project. Enclosed is a fully-executed Contract.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cmw

Encl. (1)

cc: Finance
Budget
Contracts Administration

CONTRACT FOR PURCHASE OF EASEMENT

Seller: Teen Missions International, Inc.

Buyer: Board of County Commissioners, Brevard County, Florida
2725 Judge Fran Jamieson Way, Viera, Florida 32940

Legal description of easement area being transferred: SEE ATTACHED LEGAL DESCRIPTION

The transfer shall be made pursuant to the following terms and conditions and the designated Standards for Real Estate Transactions, as revised, on page two of this contract.

Purchase price: Seventy Eight Thousand Dollars and No/100 (\$78,000.00) -----

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

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. Seller shall indemnify and defend Buyer from any and all claims or expenses resulting from hazardous waste or environmental contamination located in or upon the property provided such waste or contamination was not placed on the property by the Buyer.
c. Seller warrants that Seller has no knowledge of any fact or restriction which would prevent use of the property for storm water, drainage and flood control purposes intended.
d. Seller hereby represents and warrants to County that Seller has not engaged or dealt with any agent, broker 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 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.

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 §196.295, Fla. Stat.

Special Clauses: See attached addendum NOT APPLICABLE

BUYER:

SELLER:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

TEEN MISSIONS INTERNATIONAL, INC.

BY: Rita Pritchett
Rita Pritchett, Chair

Robert G. Lane Date: 6-12-18
Robert G. Lane, Vice President

As approved by the Board Oct. 9, 2018

Agenda Item # F.7.

Form reviewed by the County Attorney's Office

(Assistant) County Attorney

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. LIENS: Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing.

B. TIME PERIOD: Time is of the essence in this Contract.

C. DOCUMENTS FOR CLOSING: Buyer shall furnish the deed, easement or other documents applicable.

D. EXPENSES. Buyer will pay for the cost of recording the deed, documentary stamp taxes and the cost of recording any corrective instruments necessary.

E. PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon delivery of the County warrant.

F. 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 hereby agree to waive trial by jury.

G. 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.

H. 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.

I. 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.

_____ (Assistant) County Attorney

Seller's Initials

BWZ



LEGAL DESCRIPTION

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

PARCEL 101

SECTION 1 TOWNSHIP 24 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 24-36-01-00-3

PURPOSE: EASEMENT

LEGAL DESCRIPTION: PARCEL 101 (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1511, PAGE 918 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING LOCATED WITHIN THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1511, PAGE 918, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 1; THENCE NORTH 89° 44' 22" EAST ALONG THE NORTH LINE OF SAID EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 1 FOR A DISTANCE OF 158.97 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 07° 54' 29" WEST FOR A DISTANCE OF 147.85 FEET; THENCE SOUTH 05° 40' 34" WEST FOR A DISTANCE OF 97.93 FEET; THENCE SOUTH 07° 05' 33" WEST FOR A DISTANCE OF 98.96 FEET; THENCE SOUTH 05° 13' 56" WEST FOR A DISTANCE OF 202.22 FEET; THENCE SOUTH 05° 21' 05" WEST FOR A DISTANCE OF 409.01 FEET; THENCE SOUTH 05° 29' 18" WEST FOR A DISTANCE OF 399.70 FEET; THENCE SOUTH 69° 35' 03" WEST FOR A DISTANCE OF 18.73 FEET TO A POINT ON THE WEST LINE OF SAID EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 1; THENCE NORTH 00° 11' 04" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 1354.38 FEET TO THE POINT OF BEGINNING, CONTAINING 2.62 ACRES (114,194 SQUARE FEET), MORE OR LESS.

UNLESS OTHERWISE INDICATED, ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED. NO INSTRUMENTS OF RECORD AND/OR TITLE COMMITMENT REFLECTING OWNERSHIP, ENCUMBRANCES OF EXISTING EASEMENTS, RIGHTS OF WAY, OR RESTRICTIONS OF RECORD WERE PROVIDED TO THIS SURVEYOR.

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS SHOWN HEREON ARE SPECIFICALLY BASED ON THE MONUMENTED NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 36 EAST AS BEING NORTH 89°44'22" EAST AS DETERMINED BY THEIR COORDINATE VALUES PER SAID FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE 0901.
3. REFERENCE MATERIALS:
 - a. TITLE REPORT BY NEW REVELATIONS, INC., CRAIG KARLSON, FILE NUMBER 17-1673, TAX IDENTIFICATION NUMBER 2410250, FEE SIMPLE OWNER: TEEN MISSIONS INTERNATIONAL, INC., EFFECTIVE DATE 11/29/17 (TAX PARCEL 24-36-01-00-3);
 - i. ALL EASEMENTS PER THE ABOVE STATED TITLE REPORT AFFECTING PARCEL 101 SHOWN HEREIN EXCEPT THE FOLLOWING:
 1. FP&L EASEMENT PER OFFICIAL RECORDS BOOK 1528, PAGE 757 IS NOT ADJACENT TO OR AFFECTS PARCEL 102 AS SHOWN HEREIN.
 2. FP&L EASEMENT PER OFFICIAL RECORDS BOOK 2766, PAGE 1355 IS NOT ADJACENT TO OR AFFECTS PARCEL 102 AS SHOWN HEREIN.
 3. PER OFFICIAL RECORDS BOOK 2777, PAGE 656 DOES NOT PROVIDE LEGAL DESCRIPTION THAT IS LOCATABLE. THE POINT OF BEGINNING OF THE DESCRIBED LANDS IS NOT SPECIFIED.
 4. WATER LINE & INGRESS/EGRESS EASEMENT PER OFFICIAL RECORDS BOOK 3028, PAGE 3837 IS NOT ADJACENT TO OR AFFECTS PARCEL 102 AS SHOWN HEREIN.
 5. WATER LINE & INGRESS/EGRESS EASEMENT PER OFFICIAL RECORDS BOOK 3028, PAGE 3839 IS NOT ADJACENT TO OR AFFECTS PARCEL 102 AS SHOWN HEREIN.
 - b. PLAT OF SAVANNAHS PUD, PLAT BOOK 35, PAGE 56;
 - c. BOUNDARY SURVEY PREPARED FOR BREVARD COUNTY BY DRMP, PROJECT NO. 06-0103.002, DATED AUGUST 20, 2007;
 - d. BOUNDARY SURVEY IN SECTIONS 1, 11 & 12-24-36, PREPARED FOR BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, DATED FEBRUARY 1, 1992.
4. THE MOSQUITO EMBANKMENT BERM AS LOCATED BASED ON A SPECIFIC PURPOSE SURVEY PREPARED FOR BREVARD COUNTY MOSQUITO CONTROL BY BREVARD COUNTY SURVEYING AND MAPPING PROGRAM, PROJECT NO. 17-02-032. SURVEY FIELD DATE 7/27/2017.

MICHAEL J. SWEENEY, PSM 4870
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING	CHECKED BY: M. J. SWEENEY	PROJECT NO. 17-02-032		SECTION 1 TOWNSHIP 24 SOUTH RANGE 36 EAST
		REVISIONS	DATE	
DATE: DECEMBER, 2017	SHEET: 1 OF 2		08/08/18	REVISE PURPOSE

SKETCH OF DESCRIPTION

PARCEL 101

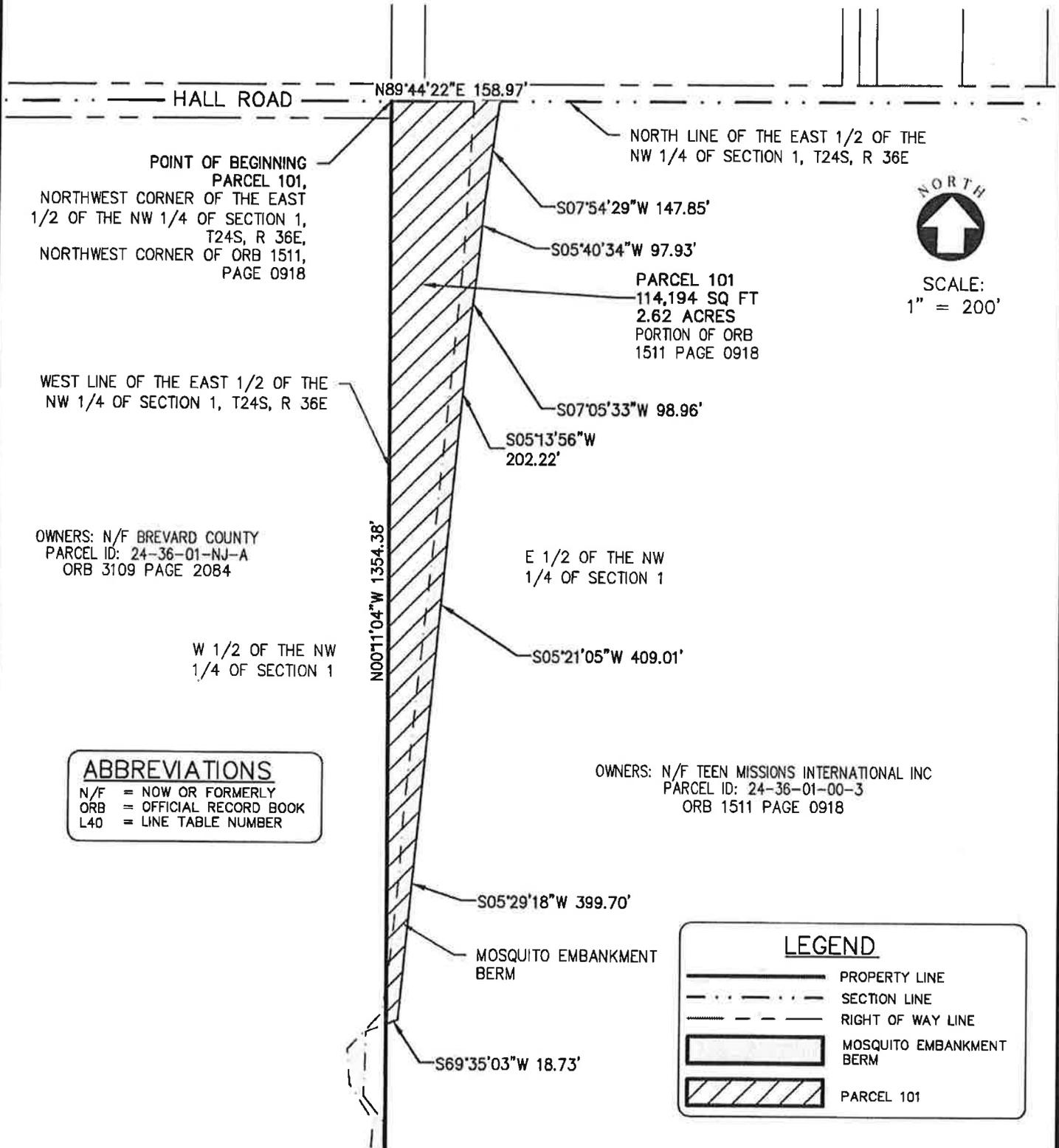
SECTION 1, TOWNSHIP 24 SOUTH, RANGE 36 EAST
 PARENT PARCEL ID NO.: 24-36-01-00-3
 PURPOSE: EASEMENT

EXHIBIT "A"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY



PREPARED BY: BREVARD COUNTY PUBLIC WORKS
 SURVEYING AND MAPPING DIVISION
 ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,
 VERA, FLORIDA 32940
 PHONE: (321) 633-2080

SCALE:
 1"=200'
 PROJECT NO.:
 17-02-032

SECTION 1
 TOWNSHIP 24 SOUTH
 RANGE 36 EAST

LEGAL DESCRIPTION

PARCEL 102

SECTION 1 TOWNSHIP 24 SOUTH, RANGE 36 EAST
PARENT PARCEL ID NO.: 24-36-01-00-3
PURPOSE: EASEMENT

EXHIBIT "B"
SHEET 1 OF 2
NOT VALID WITHOUT SHEET 2 OF 2
THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 102 (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1511, PAGE 918 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING LOCATED WITHIN THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER AND WITHIN THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1511, PAGE 918, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 1; THENCE NORTH 00° 11' 08" WEST ALONG THE WEST LINE OF SAID EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 1 FOR A DISTANCE OF 1433.71 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 36° 55' 34" EAST FOR A DISTANCE OF 122.42 FEET; THENCE SOUTH 42° 56' 58" EAST FOR A DISTANCE OF 294.35 FEET; THENCE SOUTH 58° 20' 00" EAST FOR A DISTANCE OF 57.29 FEET; THENCE SOUTH 63° 07' 07" EAST FOR A DISTANCE OF 114.33 FEET; THENCE SOUTH 58° 46' 09" EAST FOR A DISTANCE OF 115.26 FEET; THENCE SOUTH 59° 56' 46" EAST FOR A DISTANCE OF 250.26 FEET; THENCE SOUTH 55° 50' 57" EAST FOR A DISTANCE OF 99.67 FEET; THENCE SOUTH 51° 10' 52" EAST FOR A DISTANCE OF 125.61 FEET; THENCE SOUTH 47° 28' 31" EAST FOR A DISTANCE OF 239.97 FEET; THENCE SOUTH 42° 51' 50" EAST FOR A DISTANCE OF 109.70 FEET; THENCE SOUTH 39° 38' 09" EAST FOR A DISTANCE OF 208.57 FEET; THENCE SOUTH 49° 52' 47" EAST FOR A DISTANCE OF 108.82 FEET; THENCE SOUTH 53° 11' 06" EAST FOR A DISTANCE OF 119.40 FEET; THENCE SOUTH 50° 14' 06" EAST FOR A DISTANCE OF 112.16 FEET; THENCE SOUTH 51° 45' 43" EAST FOR A DISTANCE OF 213.87 FEET; THENCE SOUTH 41° 56' 33" EAST FOR A DISTANCE OF 12.11 FEET TO A POINT ON THE SOUTH LINE OF SAID WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER; THENCE NORTH 88° 39' 51" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 424.98 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 1; THENCE NORTH 88° 43' 31" WEST ALONG THE SOUTH LINE OF SAID EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER FOR A DISTANCE OF 1316.80 FEET TO THE POINT OF BEGINNING, CONTAINING 28.61 ACRES (1,246,328 SQUARE FEET, MORE OR LESS.

UNLESS OTHERWISE INDICATED, ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED. NO INSTRUMENTS OF RECORD AND/OR TITLE COMMITMENT REFLECTING OWNERSHIP, ENCUMBRANCES OF EXISTING EASEMENTS, RIGHTS OF WAY, OR RESTRICTIONS OF RECORD WERE PROVIDED TO THIS SURVEYOR.

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS SHOWN HEREON ARE SPECIFICALLY BASED ON THE MONUMENTED WEST LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 36 EAST AS BEING NORTH 00°11'08" WEST AS DETERMINED BY THEIR COORDINATE VALUES PER SAID FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE 0901.
3. REFERENCE MATERIALS:
 - a. TITLE REPORT BY NEW REVELATIONS, INC., CRAIG KARLSON, FILE NUMBER 17-1673, TAX IDENTIFICATION NUMBER 2410250, FEE SIMPLE OWNER: TEEN MISSIONS INTERNATIONAL, INC., EFFECTIVE DATE 11/29/17 (TAX PARCEL 24-36-01-00-3);
 - i. ALL EASEMENTS PER THE ABOVE STATED TITLE REPORTS AFFECTING PARCEL 102 SHOWN HEREIN EXCEPT THE FOLLOWING:
 1. FP&L EASEMENT PER OFFICIAL RECORDS BOOK 1528, PAGE 757 IS NOT ADJACENT TO OR AFFECTS PARCEL 102 AS SHOWN HEREIN.
 2. FP&L EASEMENT PER OFFICIAL RECORDS BOOK 2766, PAGE 1355 IS NOT ADJACENT TO OR AFFECTS PARCEL 102 AS SHOWN HEREIN.
 3. PER OFFICIAL RECORDS BOOK 2777, PAGE 656 DOES NOT PROVIDE LEGAL DESCRIPTION THAT IS LOCATABLE. THE POINT OF BEGINNING OF THE DESCRIBED LANDS IS NOT SPECIFIED.
 4. WATER LINE & INGRESS/EGRESS EASEMENT PER OFFICIAL RECORDS BOOK 3028, PAGE 3837 IS NOT ADJACENT TO OR AFFECTS PARCEL 102 AS SHOWN HEREIN.
 5. WATER LINE & INGRESS/EGRESS EASEMENT PER OFFICIAL RECORDS BOOK 3028, PAGE 3839 IS NOT ADJACENT TO OR AFFECTS PARCEL 102 AS SHOWN HEREIN.
 - b. PLAT OF SAVANNAHS PUD, PLAT BOOK 35, PAGE 56;
 - c. BOUNDARY SURVEY PREPARED FOR BREVARD COUNTY BY DRMP, PROJECT NO. 06-0103.002, DATED AUGUST 20, 2007;
 - d. BOUNDARY SURVEY IN SECTIONS 1, 11 & 12-24-36, PREPARED FOR BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, DATED FEBRUARY 1, 1992.
4. THE MOSQUITO EMBANKMENT BERM AS LOCATED BASED ON A SPECIFIC PURPOSE SURVEY PREPARED FOR BREVARD COUNTY MOSQUITO CONTROL BY BREVARD COUNTY SURVEYING AND MAPPING PROGRAM, PROJECT NO. 17-02-032, SURVEY FIELD DATE 7/27/2017.

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS


MICHAEL J. SWEENEY, PSM 4870
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



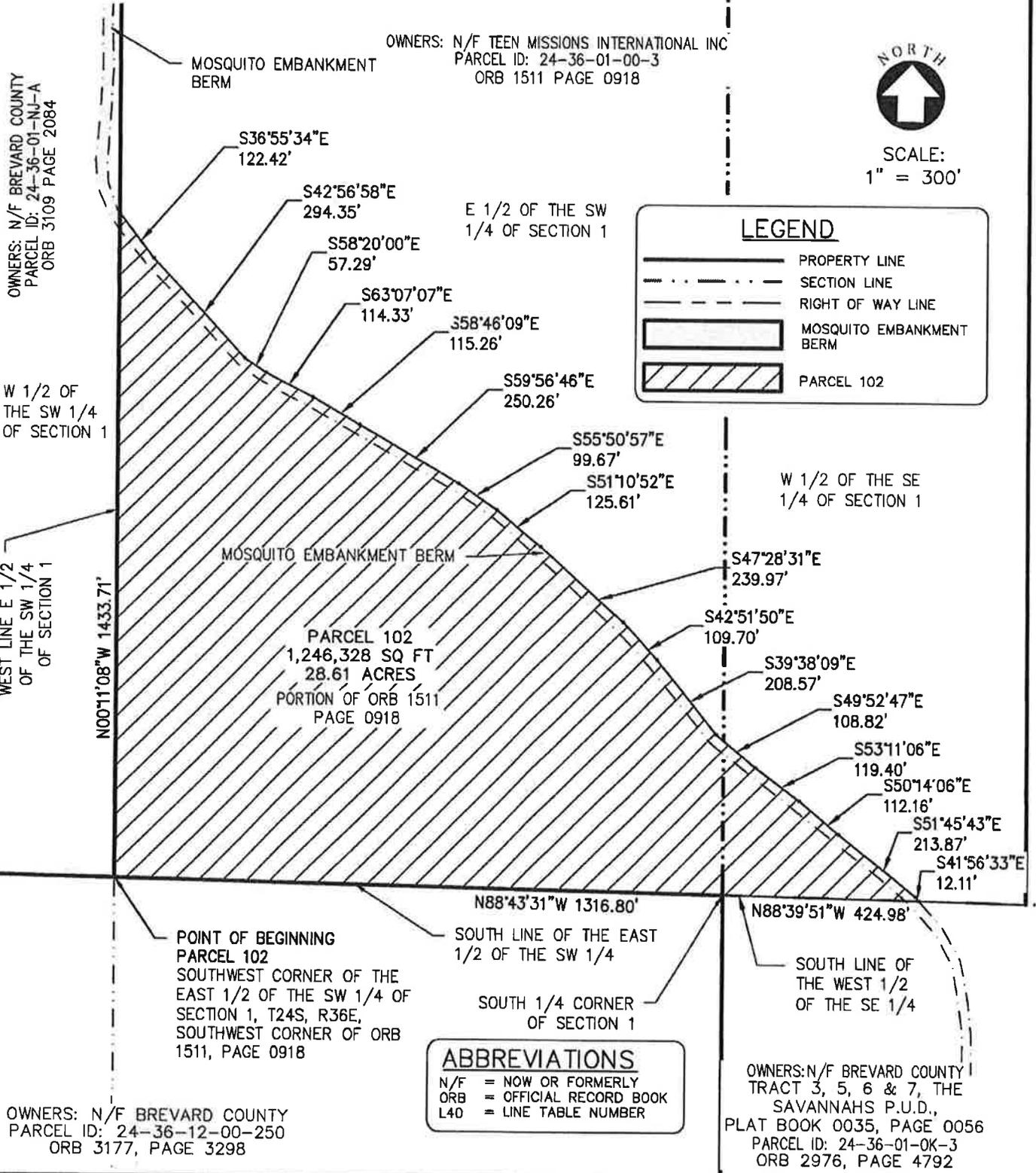
DRAWN BY: R. HENNING	CHECKED BY: M. J. SWEENEY	PROJECT NO. 17-02-032		SECTION 1 TOWNSHIP 24 SOUTH RANGE 36 EAST
		REVISIONS	DATE	
DATE: DECEMBER, 2017	SHEET: 1 OF 2		06/08/18	REVISE PURPOSE

SKETCH OF DESCRIPTION

PARCEL 102

SECTION 1, TOWNSHIP 24 SOUTH, RANGE 36 EAST
 PARENT PARCEL ID NO.: 24-36-13-00-3
 PURPOSE: EASEMENT

EXHIBIT "B"
 SHEET 2 OF 2
 NOT VALID WITHOUT SHEET 1 OF 2
THIS IS NOT A SURVEY



PREPARED BY: BREVARD COUNTY PUBLIC WORKS
 SURVEYING AND MAPPING DIVISION
 ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,
 VIERA, FLORIDA 32940
 PHONE: (321) 633-2080

SCALE: 1"=300'
 PROJECT NO.: 17-02-032

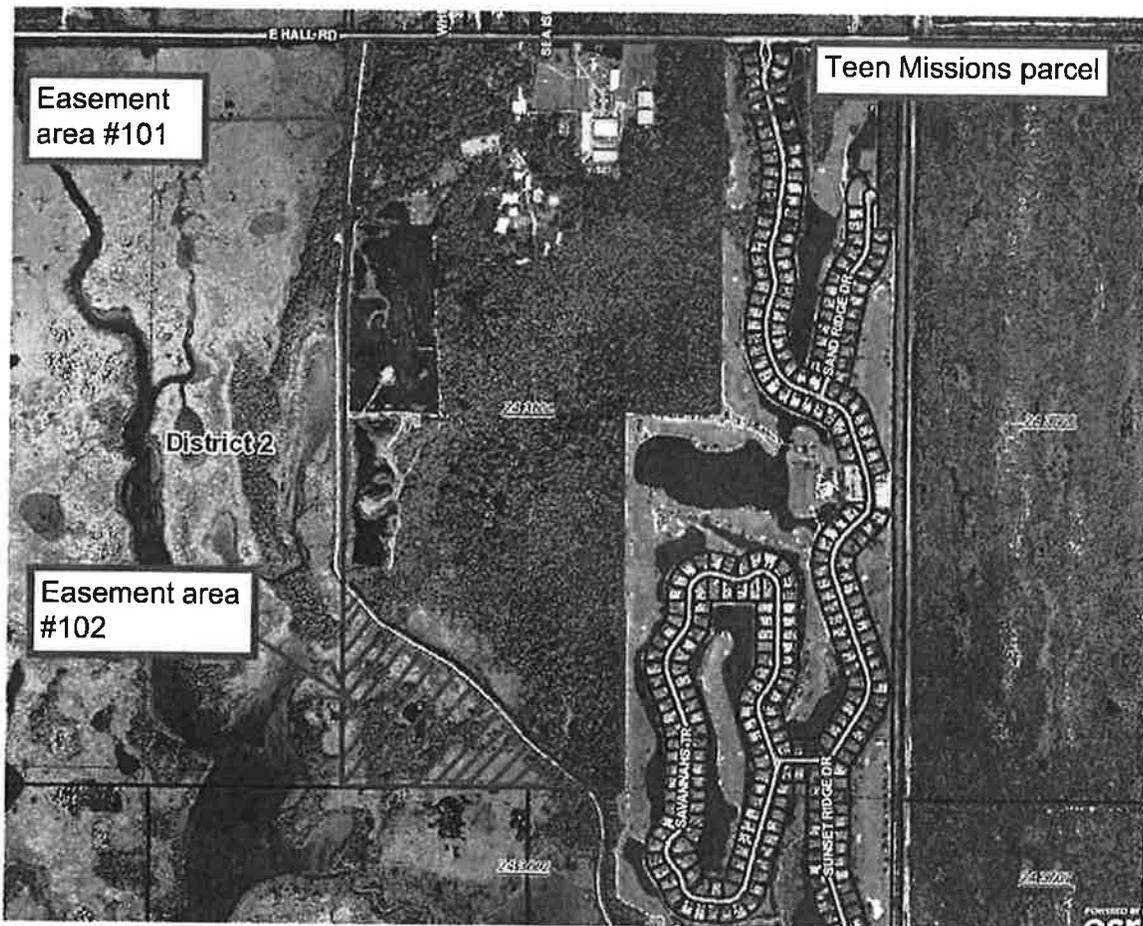
SECTION 1
 TOWNSHIP 24 SOUTH
 RANGE 36 EAST

LOCATION MAP

TWP: 24S RNG: 36 E SEC: 1 DISTRICT: 2

STREET NAME: Hall Road

OWNER'S NAME: Teen Missions International, Inc.



PROPERTY FACT SHEET
PROJECT: HALL ROAD PUMP STATION DRAINAGE IMPROVEMENTS

OWNER:	Teen Missions International, Inc.
PARCEL LOCATION:	885 E. Hall Road, Merritt Island, FL
PARENT PARCEL SIZE:	271.68 acres
EASEMENT AREA	31.23 acres
ZONING/LANDUSE:	Institutional / Future Land Use Res 1
IMPROVEMENTS:	Teen Missions International, Inc. not valued for report
TOPOGRAPHY:	Mosquito Impoundments, limited uplands
FLOOD ZONE:	AE (area of 100 year flood)
TAX PARCEL ID#:	24-36-01-00-3
MARKET VALUE:	\$3,522,300.00 (2018 assessment - Property Appraiser's Records)
PUBLIC UTILITIES:	All utilities available
PROPERTY TRANSACTION: (Clerk of the Court Records)	Purchase date: February 28, 1975 Sale amount: \$155,000.00
W.H. BENSON APPRAISAL DATE: Appraisal Amount (easement area)	04/19/18 \$75,000.00

XTRA F7 1/2

CONTRACT FOR PURCHASE OF EASEMENT

Seller: Teen Missions International, Inc.

Buyer: Board of County Commissioners, Brevard County, Florida
2725 Judge Fran Jamieson Way, Viera, Florida 32940

Legal description of easement area being transferred: SEE ATTACHED LEGAL DESCRIPTION

The transfer shall be made pursuant to the following terms and conditions and the designated Standards for Real Estate Transactions, as revised, on page two of this contract.

Purchase price: Seventy Eight Thousand Dollars and No/100 (\$78,000.00) -----

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

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. Seller shall indemnify and defend Buyer from any and all claims or expenses resulting from hazardous waste or environmental contamination located in or upon the property provided such waste or contamination was not placed on the property by the Buyer.
c. Seller warrants that Seller has no knowledge of any fact or restriction which would prevent use of the property for storm water, drainage and flood control purposes intended.
d. Seller hereby represents and warrants to County that Seller has not engaged or dealt with any agent, broker 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 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.

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 §196.295, Fla. Stat.

Special Clauses: See attached addendum NOT APPLICABLE

BUYER:

SELLER:

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

TEEN MISSIONS INTERNATIONAL, INC.

BY: 
Rita Pritchett, Chair

 Date: 6-12-18
Robert G. Lane, Vice President

As approved by the Board _____, 2018

Agenda Item # _____

Form reviewed by the County Attorney's Office

(Assistant) County Attorney