

Meeting Date
01/24/2017



AGENDA	
Section	Consent
Item No.	II. A.5

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

SUBJECT:	Approval Re: Contract for Sale and Purchase for the acquisition of a portion of property (Parcel 104) located at 7655 Babcock Street SE, Palm Bay, as part of the Babcock Street, Wyoming Drive and Valkaria Road Intersection Improvement Project - District 3. (Fiscal Impact: \$12,125.00)
DEPT/OFFICE:	Public Works Department / Land Acquisition Section

Requested Action:  
It is requested that the Board of County Commissioners approve and authorize the Chairman to execute the Contract for Sale and Purchase for the acquisition of Parcel 104.

Summary Explanation & Background:  
The subject property is located in Section 22, Township 29 South, Range 37 East.

On October 10, 2014, the Board approved the reallocation of the available funding for allocation to transportation projects, including funding for the Babcock, Wyoming & Valkaria Intersection Improvement Project.

Brevard County Public Works will be improving the intersection of Babcock Street, Wyoming Drive and Valkaria Road, which will require the acquisition of Parcel 104 (3,304 square feet), being a portion of property located at 7655 Babcock Street SE, which is currently owned by William Lowell Wilson.

An offer was made to the owner in the amount of \$6,000.00 and was countered in the amount of \$12,125.00, which is the price established by the owner, and is based upon recent sales activity in the area of the acquisition.

The contract between the owner and the County is in the amount of \$12,125.00 and it is requested that the Board choose from the following actions:

1. Accept the counter offer in the amount of \$12,125.00 and authorize the Chairman to execute the contract.
2. Reject counter offer and instruct staff to obtain additional appraisal and damages costs (cost potential of \$10,000.00) and make an offer to the owner in an amount to be determined by the Board. (costs plus property value could be \$16,000.00)
3. Instruct staff to proceed with condemnation action (estimated cost to exceed \$50,000.00)

It is staff's recommendation that the Board approve option #1.

Fiscal Impact: FY 2016 – 2017: \$12,125.00 – Fund 1163/265150/5610000  
**FY2017 – 2018: No impact**

Clerk to the Board Instructions: Return original executed Contract for Sale and Purchase and Board Approval Memo to the Department.

Exhibits Attached: Contract for Sale and Purchase with Sketch and Descriptions, Property Fact Sheet, Location Map

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager					Department Director / Extension	
Stockton Whitten	Assistant County Manager					John Denninghoff / 57202	

II.A.5

CONTRACT FOR SALE AND PURCHASE

Seller: William Lowell Wilson, 4520 Babcock Street NE, Palm Bay, FL 32905

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

Legal description of property being transferred: See attached Exhibit "A"

The transfer shall be made pursuant to the following terms and conditions and the Standards for Real Estate Transactions, on the reverse side of this contract.

Purchase price: \$12,125.00 (TWELVE THOUSAND ONE HUNDRED TWENTY FIVE DOLLARS AND 00 CENTS)

Deposit: \$100 to be transferred to an escrow account established and held by the Brevard County Clerk, such deposit to be applied to the purchase price.

Time for acceptance of offer; effective date; facsimile: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before January 24, 2017, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as originals.

Title evidence: At least 15 days before closing date, [ ] Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney or [X] Buyer shall at Buyer's expense obtain [X] a title search and/or [ ] title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

Closing Date: This transaction shall be closed and the deed and other closing papers delivered on March 21, 2017, unless modified by other provisions of this Contract.

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 property 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 he/she has no knowledge of any fact or restriction which would prevent use of the property for purposes.
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 within the sale or transfer of the property. 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 contemplated hereby.

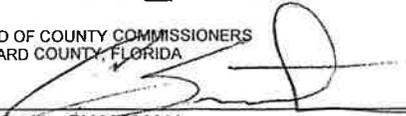
Inspections: The BUYER shall have 60 days after the Brevard County Board of County Commissioners executes the contract within which to complete physical inspection and evaluation of the property for environmental, hazardous materials, developability, access, drainage and subsurface conditions. In the event a Phase I environmental assessment meeting ASTM standards is prepared and environmental issues objectionable to BUYER are detected, SELLER shall 1) take all steps necessary to remove BUYER'S objections prior to the expiration of the 60 day inspection period, if possible or 2) if acceptable to BUYER, SELLER shall allow an additional 90 days to provide adequate time to conduct a Phase II assessment meeting ASTM standards. If the Phase I assessment reveals contamination this agreement may be terminated by BUYER and BUYER may decline to allow SELLER to clean up or to proceed to a Phase II assessment. Likewise, if the Phase II assessment reveals contamination objectionable to BUYER, BUYER may terminate this agreement. Alternatively, BUYER may grant SELLER an additional 90 days to clean up the site after the Phase II assessment, but BUYER is not required to do so. SELLER shall allow the BUYER or its agents reasonable right of entry upon the property for inspection purposes. Before the expiration of the initial 60-day inspection period or the additional 90-day extension for a Phase II assessment, BUYER shall have the right to terminate this agreement with a full refund of any deposits, should the results of the inspection indicate the property cannot be used for its intended purpose or that mitigation of conditions would be required. If clean up after a Phase II assessment is attempted but unacceptable to BUYER, the BUYER shall receive a full refund of its deposit.

Condemnation: This property [ ] is [X] 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.

SELLER hereby agrees to provide the necessary information and execute a beneficial interest and disclosure affidavit as required by §286.23, Fla. Stat.

Special Clauses: [ ] See attached addendum [ ] NOT APPLICABLE

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA  
  
Curt Smith, CHAIRMAN

  
(Seller) William Lowell Wilson Date 12/21/16

As approved by the Board 1/24/17

Date: 1/24/17

STANDARDS FOR REAL ESTATE TRANSACTIONS

**A. EVIDENCE OF TITLE:** A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within 3 days thereafter, notify Seller in writing specifying defect(s). If the defect(s) render title unmarketable, Seller will have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall immediately be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) in the title within the time provided therefor. If Seller is unable to remove the defects within the times allowed therefor, Buyer shall either waive the defects or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligation under this Contract

**B. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

**C. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in the Warranties section of the agreement.

**D. LIENS:** Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding date of closing. If Property has been improved or repaired within that time Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at closing of this Contract.

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

**F. DOCUMENTS FOR CLOSING:** Seller shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish closing statement.

**G. EXPENSES:** Documentary stamps on the deed, if required, and recording of corrective instruments shall be paid by Seller. Buyer will pay for the cost of recording the deed.

**H. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Buyer shall have the option of taking over any existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations. Prorations will be made through day prior to occupancy if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.

**I. SPECIAL ASSESSMENT LIENS:** Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.

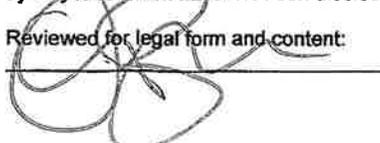
**J. PROCEEDS OF SALE; CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. If abstract of title has been furnished, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. Proceeds of the sale shall be held in escrow by Seller's attorney or by another mutually acceptable escrow agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. The escrow and closing procedure required by this Standard shall be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (1993), as amended.

**K. 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.

**L. CONVEYANCE:** Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, 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.

**M. 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.

**N. 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.

Reviewed for legal form and content:  Assistant (Deputy) County Attorney

# LEGAL DESCRIPTION

## PARCEL # 104

PARENT PARCEL ID#: 29-37-22-00-278

PURPOSE: ADDITIONAL RIGHT OF WAY

# EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

**THIS IS NOT A SURVEY**

### LEGAL DESCRIPTION: PARCEL # (PREPARED BY SURVEYOR)

#### DESCRIPTION CREATED

A TRACT OF LAND SITUATED IN LOT 25, SECTION 22, TOWNSHIP 29 SOUTH, RANGE 37 EAST OF THE PLAT OF FLORIDA INDIAN RIVER LAND COMPANY AS RECORDED IN PLAT BOOK 1, PAGE 165 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTH 30 FEET OF SAID LOT 25 WITH THE EAST LINE OF THE WEST 30 FEET OF SAID LOT 25; THENCE N89°45'43"E ALONG SAID SOUTH LINE A DISTANCE OF 28.14 FEET; THENCE S45°16'01"W A DISTANCE OF 20.00 FEET TO A POINT OF INTERSECTION WITH A LINE BEING 14.00 FEET AS MEASURED AT RIGHT ANGLES TO SAID EAST LINE OF THE WEST 30 FEET OF LOT 25; THENCE S00°16'01"W ALONG SAID LINE A DISTANCE OF 190.00 FEET; THENCE S15°54'33"W A DISTANCE OF 51.92 FEET TO A POINT OF INTERSECTION WITH SAID EAST LINE OF THE WEST 30 FEET OF LOT 25; THENCE N00°16'01"E ALONG SAID EAST LINE A DISTANCE OF 253.89 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 3,304 SQUARE FEET OR 0.076± ACRES, MORE OR LESS

### SURVEYORS NOTES:

1. PREPARED AS A SKETCH OF DESCRIPTION. \*\*\* THIS IS NOT A BOUNDARY SURVEY \*\*\*
2. THIS MAP IS NOT A CERTIFICATION OF TITLE. ZONING, SETBACKS OR FREEDOM OF ENCUMBRANCES AND WAS PREPARED WITH BENEFIT OF TITLE SEARCH REPORT BY DAWSON LAW P.A. DATED MAY 23, 2016 AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
3. PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD. (RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN).
4. ALL BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 22-29-37 AS BEARING N89°45'43"E AS MONUMENTED AND RECOVERED IN THE FIELD. (GRID NORTH)

### TITLE SEARCH REPORT:

DOCUMENT	COMMENTS
1. PB. 1, PG 165	LOT LINES SHOWN AS PER PLAT
2. O.R. 2237, PG. 2475	EASEMENT SHOWN, DOES NOT EFFECT PARCEL # 104
3. O.R. 2332, PG. 1604	RESOLUTION, CAN NOT BE GRAPHICALLY PORTRAYED
4. O.R. 4133, PG. 1118	ORDINANCE, PARCEL #104 AQNNEXED INTO CITY OF PALM BAY

I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE MINIMUM STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 THRU .052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.  
STREET ADDRESS: 1500 SUZANNE WAY, LONGWOOD, FL 32779

Robert A. Ellis, PLS  
cn=Robert A. Ellis, PLS,  
o=Ellis Surveys LLC, ou,  
email=bob@ellissurveys.  
com, c=US  
2016.07.05 11:01:50  
-04'00'

07/05/16

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COMMISSIONERS

ROBERT A. ELLIS, P.L.S. #3880  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

DATED

PREPARED BY:

**ELLIS SURVEYS LLC**

P.O. Box 160952  
Altamonte Springs, FL 32716  
P. 407-834-4003 F. 407-869-5454

DRAWN BY: RAE

CHECKED BY: DB

PROJECT NO. #14RW-00679

SECTION 22  
TOWNSHIP 29 SOUTH  
RANGE 37 EAST

REVISIONS

DATE

DESCRIPTION

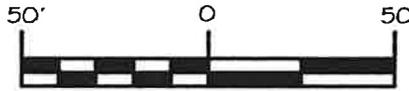
DATE: 05/25/16

DRAWING: 14-194

# SKETCH OF DESCRIPTION

## PARCEL # 104

PARENT PARCEL ID#: 29-37-22-00-278  
 PURPOSE: ADDITIONAL RIGHT OF WAY



SCALE: 1"=50'

# EXHIBIT "A"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

**THIS IS NOT A SURVEY**

R/W AS PER O.R. 5799, PG. 3637

RIGHT OF WAY LINE AS PER P.B. 1, PG. 165

THE NORTH LINE OF THE NW-1/4 OF SEC 22-29-37

N89°45'43"E

(BASIS OF BEARINGS)

VALKARIA ROAD  
 (100' RIGHT OF WAY)

THE NORTH LINE OF LOT 25 AS PER P.B. 1, PG. 165

THE NORTHWEST  
 CORNER OF  
 SEC. 22-29-37

THE SOUTH LINE OF THE  
 NORTH 30 FEET OF LOT 25

N89°45'43"E

R/W AS PER O.R. 1068, PG. 0011

POB 28.14'

545°16'01"W

30'

14'

PORT MALABAR UNIT 18, BLOCK 930 AS PER P.B. 15, PG. 110  
 R/W AS PER P.B. 15, PG. 110

THE WEST LINE OF THE NW-1/4 OF SEC 22-29-37

BABCOCK STREET SE  
 (100' RIGHT OF WAY)

THE WEST LINE OF LOT 25 AS PER P.B. 1, PG. 165

THE EAST LINE OF THE WEST 30' OF LOT 25  
 N00°16'01"E 253.89'

S00°16'01"W 190.00'

51.92'  
 S15°54'33"W

AS PER O.R. 423, PG. 240  
 R/W

10' EASEMENT AS PER O.R. 2237, PG. 2475

EAST LINE OF THE WEST 230 FEET OF LOT 25

PARCEL ID#  
 29-37-22-00-278  
 THE REMAINDER OF LANDS  
 DESCRIBED IN O.R. 4003,  
 PG. 3742

### LEGEND

- L# = LINE NUMBER
- OR = OFFICIAL RECORDS
- P.B. = PLAT BOOK
- PG. = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- POT = POINT OF TERMINUS
- R/W = RIGHT-OF-WAY
- SEC. = SECTION

SOUTH LINE OF THE N-1/4 OF LOT 25

PREPARED BY:



**ELLIS SURVEYS LLC**  
**Land Surveying & Planning**  
 P.O. Box 160952  
 Altamonte Springs, FL 32716  
 P. 407-834-4003 F. 407-869-5454  
 www.ellisurveys.com

SCALE:

1"=50'

PROJECT NO.:

14RW-00679

SECTION 22  
 TOWNSHIP 29 SOUTH  
 RANGE 37 EAST



# Dana Blickley, CFA

Brevard County Property Appraiser

## Location Map Parcel 104



Location Map  
Parcel 104  
Parent Parcel ID 2941009  
29-37-22-00-00278.0-0000.00  
Located at 7655 Babcock Street SE,  
Palm Bay, FL 32909

Wilson Property

Parcel 104

2.67 AC.)

North Government Complex  
400 South St, 5th Floor  
Titusville, FL 32780  
Phone: (321) 284-6700  
Fax: (321) 284-6954

Merritt Island Services Complex  
2675 N Courtenay Pkwy  
Merritt Island, FL 32953  
Phone: (321) 454-6620  
Fax: (321) 454-6618

Viera Government Center  
2725 Judge Fran Jamieson Wy  
Viera, FL 32940  
Phone: (321) 690-6880  
Fax: (321) 690-6883

South Services Complex  
1515 Sarno Rd  
Melbourne, FL 32935  
Phone: (321) 255-4440  
Fax: (321) 255-4439

Palm Bay Service Complex  
450 Cogan Dr, SE  
Palm Bay, FL 32909  
Phone: (321) 952-4574  
Fax: (321) 952-4573

Document content intended for assessment purposes only. Not a survey. Map layers may not precisely align. Other disclaimers apply.

Printed Thursday, December 22, 2016 at 9:12 AM. legacy.bcpao.us

**PROPERTY FACT SHEET**  
**PROJECT: Babcock Street, Wyoming Avenue**  
**& Valkaria Road Intersection Improvement Project**

OWNER:	William Lowell Wilson
PARENT PARCEL LOCATION:	7655 BABCOCK STREET SE, PALM BAY, FLORIDA
PARENT PARCEL SIZE:	1.16 ACRE (PER PROPERTY APPRAISER)
PARCEL 104 AREA:	3,304 SQUARE FEET
ZONING/LANDUSE:	RESIDENTIAL
IMPROVEMENTS:	NONE IN ACQUISITION AREA
TOPOGRAPHY:	LEVEL WITH ROAD GRADE, NO WETLANDS INDICATED
FLOOD ZONE:	X (OUTSIDE 500-YEAR FLOOD)
TAX PARCEL ID#:	29-37-22-00-00278.0-0000.00
PARENT PARCEL MARKET VALUE:	\$119,100.00 (2016 Assessment) (Property Appraiser's Records)
PUBLIC UTILITIES:	All utilities
PROPERTY TRANSACTION: (Clerk of the Court Records)	Purchase date: 4/30/1990 Sale amount: \$88,500.00

**Deborah Thomas**

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Dan Pick up Friday

**From:** Cruz, Debbie <Debbie.Cruz@brevardfl.gov>  
**Sent:** Tuesday, January 24, 2017 4:08 PM  
**To:** Deborah Thomas  
**Cc:** Tammy Rowe  
**Subject:** RE: January 24, 2017 Agenda Items

Hi Deborah – Dan will be there between 2pm & 3pm on Friday (tomorrow is Wednesday). We really appreciate your help. Thank you, Debbie

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**From:** Deborah Thomas [<mailto:deborah.thomas@brevardclerk.us>]  
**Sent:** Tuesday, January 24, 2017 3:44 PM  
**To:** Cruz, Debbie  
**Cc:** Tammy Rowe  
**Subject:** RE: January 24, 2017 Agenda Items

Hi Debbie:

That will be fine.

What time tomorrow do you think Dan will be by please?

Thanks.

*Deborah Thomas*  
Administrative Assistant  
Clerk to the Board  
(321)637-2001 ext. 49433  
[Deborah.thomas@brevardclerk.us](mailto:Deborah.thomas@brevardclerk.us)



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**From:** Cruz, Debbie [<mailto:Debbie.Cruz@brevardfl.gov>]  
**Sent:** Tuesday, January 24, 2017 3:31 PM  
**To:** Deborah Thomas  
**Cc:** Jones, Daniel; Tammy Rowe  
**Subject:** January 24, 2017 Agenda Items

Good afternoon Deborah,

Dan Jones, Public Works, Land Acquisition Supervisor, would like to pick up the executed documents for the below-mentioned agenda items. If it is possible, he would like to pick them up on Friday. If not on Friday, please let me know when they will be available for pick up.

II.A.5. Contract for Sale and Purchase with William Lowell Wilson, Re: Acquisition of a Portion of Property (Parcel 104) Located at 7655 Babcock Street SE, Palm Bay, as Part of the Babcock Street, Wyoming Drive and Valkaria Road Intersection Improvement Project (District 3) (Fiscal Impact: \$12,125.00)

II.A.6. Contract for Sale and Purchase and Addendum with FAD Realty, LLC, Re: Acquisition of Property Located at 5040 Sutton Avenue as Part of the Proposed Hollywood Boulevard Widening Project (District 3) (Fiscal Impact: \$121,000.00)

Thank you for your assistance.

Sincerely,

Debbie Cruz  
Special Projects Coordinator I  
Brevard County Public Works Department  
Land Acquisition Section  
2725 Judge Fran Jamieson Way, A204  
Viera, FL 32940  
321-690-6847

"Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

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**Under Florida law, all correspondence sent to the Clerk's Office, which is not exempt or confidential pursuant to Chapter 119 of the Florida Statutes, is public record. If you do not want the public record contents of your e-mail address to be provided to the public in response to a public records request, please do not send electronic mail to this entity. Instead, contact this office by phone or in writing.**

**BOARD OF COUNTY COMMISSIONERS**

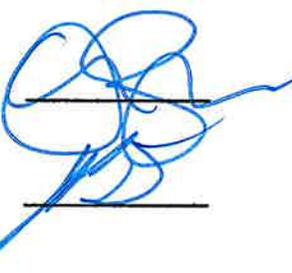
AGENDA: CONTRACT FOR SALE AND PURCHASE – WILLIAM LOWELL WILSON  
– PARCEL 104 AS PART OF 7655 BABCOCK STREET SE – BABCOCK,  
WYOMING & VALKARIA INTERSECTION IMPROVEMENTS PROJECT  
– DISTRICT 3

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION

AGENCY CONTACT: DAN JONES LAND ACQUISITION SUPERVISOR

CONTACT PHONE: 321-690-6847 (5-2726)

**REVIEW**

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u>DPJ</u>	_____	<u>12/22/16</u>
COUNTY ATTORNEY Christina Berrios Assistant County Attorney		_____	<u>1/4/17</u>
PUBLIC WORKS John Denninghoff, Director	_____	_____	<u>1/6/17</u>

AGENDA DUE DATE: January 09, 2017 for the January 24, 2017 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.