



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.3.

5/5/2020

Subject:

Approval Re: Contract for Purchase of Easement Rights from Michael R. and Bonita L. Osborne for Force Main W-04 as part of the West Cocoa Utility Improvements Project - District 1.

Fiscal Impact:

\$1,200.00 4151/365251/5610000 W Cocoa WW Collection Improvement

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 Contract for Purchase of Easement Rights from the Osborne's.

Summary Explanation and Background:

The subject property is located in Section 36, Township 24 South, Range 35 East, east of Interstate 95, north of Robeson Road, south of Parrish Road, Cocoa.

The Utility Services Department's West Cocoa wastewater collection and transmission system, including lift stations, force mains, and gravity mains, are aging infrastructures that require rehabilitation and/or replacement. Several of the existing lift stations were originally privately-owned, but are now owned and maintained by the Brevard County Utility Services Department. Many of these lift stations are not in compliance with current Brevard County wastewater design standards since they were initially constructed and maintained as private facilities. There are several easements and proposed property acquisitions that are required to optimize the performance of the overall improvements to the West Cocoa wastewater collection system. The Osborne parcel has been identified as one of the property acquisition sites.

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

Clerk to the Board Instructions:

Upon execution by the Chair, please contact Public Works Department (321-617-7202) to make delivery arrangements for the original executed Contract for Purchase of Easements Rights.



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

May 6, 2020

M E M O R A N D U M

TO: Corrina Gumm, Interim Public Works Director

RE: Item F.3., Approval of Contract for Purchase of Easement Rights from Michael R. and Bonita L. Osborne for Force Main W-04 as Part of the West Cocoa Utility Improvements Project

The Board of County Commissioners, in regular session on May 5, 2020, executed and approved the Contract for Purchase of Easement Rights from Michael R. and Bonita L. Osborne for Force Main W-04 as part of the West Cocoa Utility Improvements Project. Enclosed is the fully-executed Contract for Purchase.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Kimberly Powell, Deputy Clerk

/sm

Encl. (1)

cc: Finance
Budget
Contracts Administration
Land Acquisition
Utility Services

CONTRACT FOR PURCHASE OF EASEMENT RIGHTS

Seller: Michael R. and Bonita L. Osborne

Buyer: Brevard County, Florida, 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

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: One Thousand Two Hundred Dollars and No/100-----(\$1,200.00)

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 sanitary sewer easement 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.
- e. 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.

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

BY: Bryan Andrew Lober
Bryan Lober, Chair

Michael R. Osborne Date: 3/24/20
Michael R. Osborne
Bonita L. Osborne Date: 3/24/20
Bonita L. Osborne
12202 Rambling Oak Blvd.
Orlando, FL 32832

As approved by the Board May 5, 2020
Agenda Item # F.3.

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.

Form reviewed by the County Attorney's Office

(Assistant/Deputy) County Attorney

LEGAL DESCRIPTION

PARCEL 807

SECTION 36, TOWNSHIP 24 SOUTH, RANGE 35 EAST
PARENT PARCEL ID NO.: 24-35-36-00-508
PURPOSE: SANITARY SEWER EASEMENT

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 807, SANITARY SEWER EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7947, PAGE 2259 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND ALSO BEING LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE AFORESAID DESCRIBED LANDS, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5669, PAGE 4427; THENCE NORTH 30° 27' 26" WEST ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7947, PAGE 2259, SAID LINE ALSO BEING THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5669, PAGE 4427, FOR A DISTANCE OF 50.00 FEET; THENCE DEPARTING SAID WEST LINE AND SAID EAST LINE, RUN NORTH 59° 32' 34" EAST FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 7 OF POINSETT VILLAS SECTION TWO ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 53; THENCE SOUTH 30° 27' 26" EAST ALONG SAID NORTHERLY EXTENSION AND ALONG THE WEST LINE OF SAID LOT 7 FOR A DISTANCE OF 50.00 FEET; THENCE SOUTH 59° 32' 34" WEST ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7947, PAGE 2259, SAID LINE ALSO BEING THE NORTH LINE OF SAID PLAT BOOK 20, PAGE 53, FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2,500 SQUARE FEET (0.06 ACRES), 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. NO TITLE OPINION IS EXPRESSED OR IMPLIED.

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 NORTH LINE OF THOSE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5669, PAGE 4427 AS BEING NORTH 89° 39' 36" EAST AS DETERMINED BY THEIR COORDINATE VALUES PER SAID FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE 0901.
3. REFERENCE MATERIAL:
 - A. OWNERSHIP AND ENCUMBRANCE REPORT PREPARED BY NEW REVELATIONS, INC., CRAIG KARLSON, FILE NUMBER 18-1411-3, TAX IDENTIFICATION NUMBER 2409628.
 - B. EASEMENTS:

1. EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 5669, PAGE 4363 ENCUMBRANCES THE ENTIRE PARCEL 806 AS SHOWN HEREIN.

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM
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: M. CORNELL	CHECKED BY: M. J. SWEENEY	PROJECT NO. 19-02-036	SECTION 36
DATE: 12/5/2019	SHEET: 1 OF 2	REVISIONS	TOWNSHIP 24 SOUTH
		DATE	RANGE 35 EAST
		DESCRIPTION	

SKETCH OF DESCRIPTION

PARCEL 807

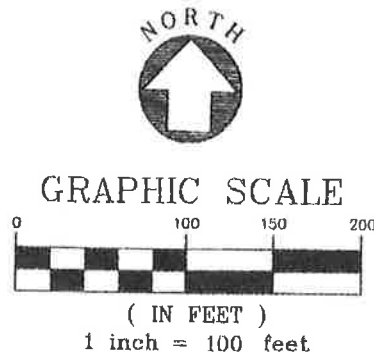
SECTION 36, TOWNSHIP 24 SOUTH, RANGE 35 EAST
 PARENT PARCEL ID NO.: 24-35-36-00-508
 PURPOSE: SANITARY SEWER EASEMENT

EXHIBIT "A"

SHEET 2 OF 2

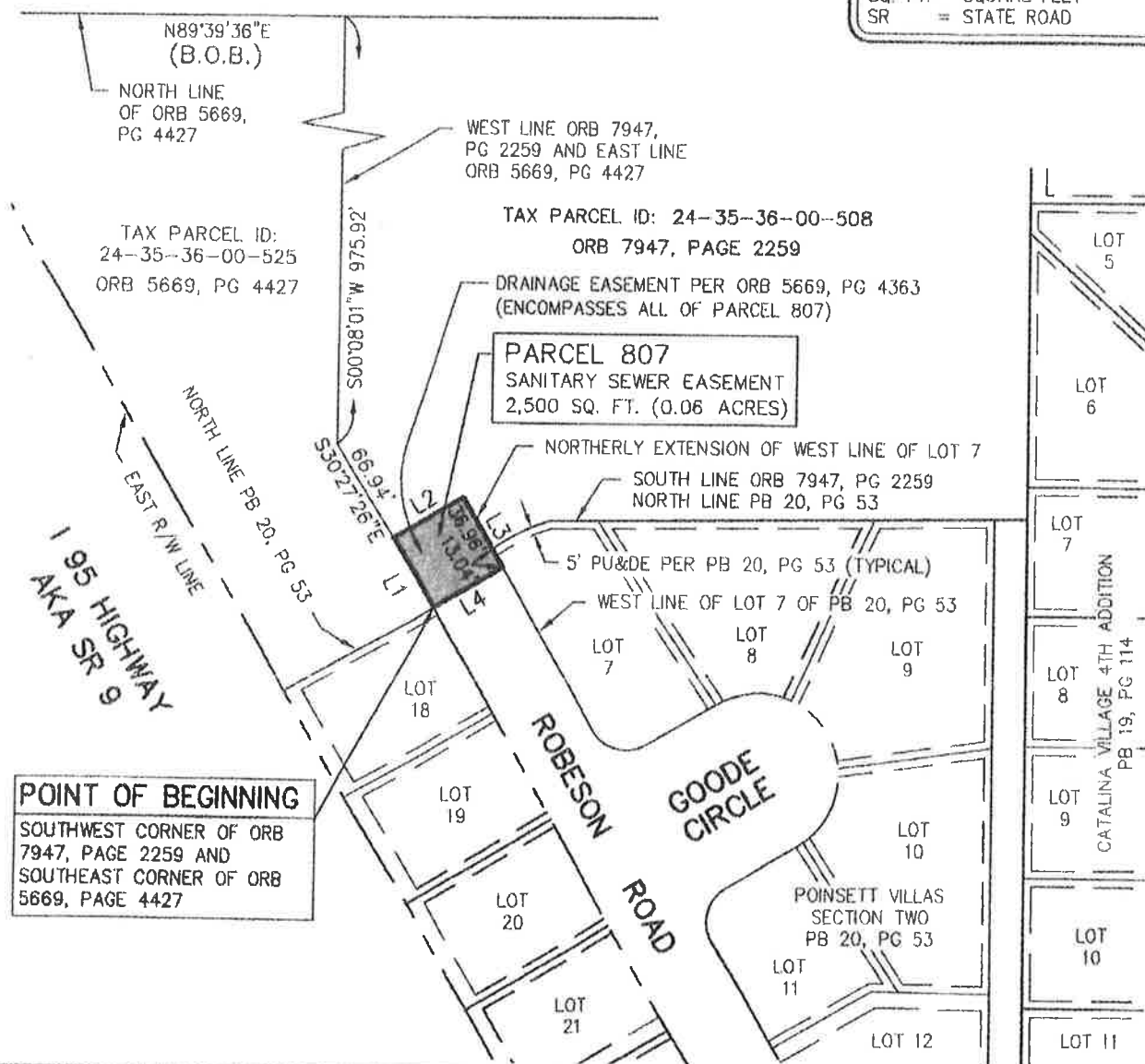
NOT VALID WITHOUT SHEET 1 OF 2
THIS IS NOT A SURVEY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N30°27'26"W	50.00'
L2	N59°32'34"E	50.00'
L3	S30°27'26"E	50.00'
L4	S59°32'34"W	50.00'



ABBREVIATIONS

AKA = ALSO KNOWN AS
 B.O.B. = BASIS OF BEARING
 ID = IDENTIFICATION
 N/F = NOW OR FORMERLY
 ORB = OFFICIAL RECORD BOOK
 PB = PLAT BOOK
 PG = PAGE
 PU&DE = PUBLIC UTILITY AND DRAINAGE EASEMENT
 R/W = RIGHT OF WAY
 SQ. FT. = SQUARE FEET
 SR = STATE ROAD



POINT OF BEGINNING

SOUTHWEST CORNER OF ORB 7947, PAGE 2259 AND
 SOUTHEAST CORNER OF ORB 5669, PAGE 4427



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" = 100'
 PROJECT NO.:
 19-02-036

SECTION 36
 TOWNSHIP 24 SOUTH
 RANGE 35 EAST

PROPERTY FACT SHEET

PROJECT: West Cocoa Utility Improvements

OWNER: Michael R. and Bonita L. Osborne

PARCEL LOCATION: Not Assigned (Cocoa)

PARENT PARCEL SIZE: 9.68 acres

EASEMENT AREA: 0.06 acres

ZONING/LANDUSE: Vacant Residential (single family, unplatted)

IMPROVEMENTS: none, vacant land

TOPOGRAPHY: Level with road grade

FLOOD ZONE: X and AE

TAX PARCEL ID#: 24-35-36-00-508

ASSESSED VALUE: \$72,600.00 (2019 Assessment - Property Appraiser Records)

PUBLIC UTILITIES: Available

PROPERTY TRANSACTION: Purchase date: July 17, 2017

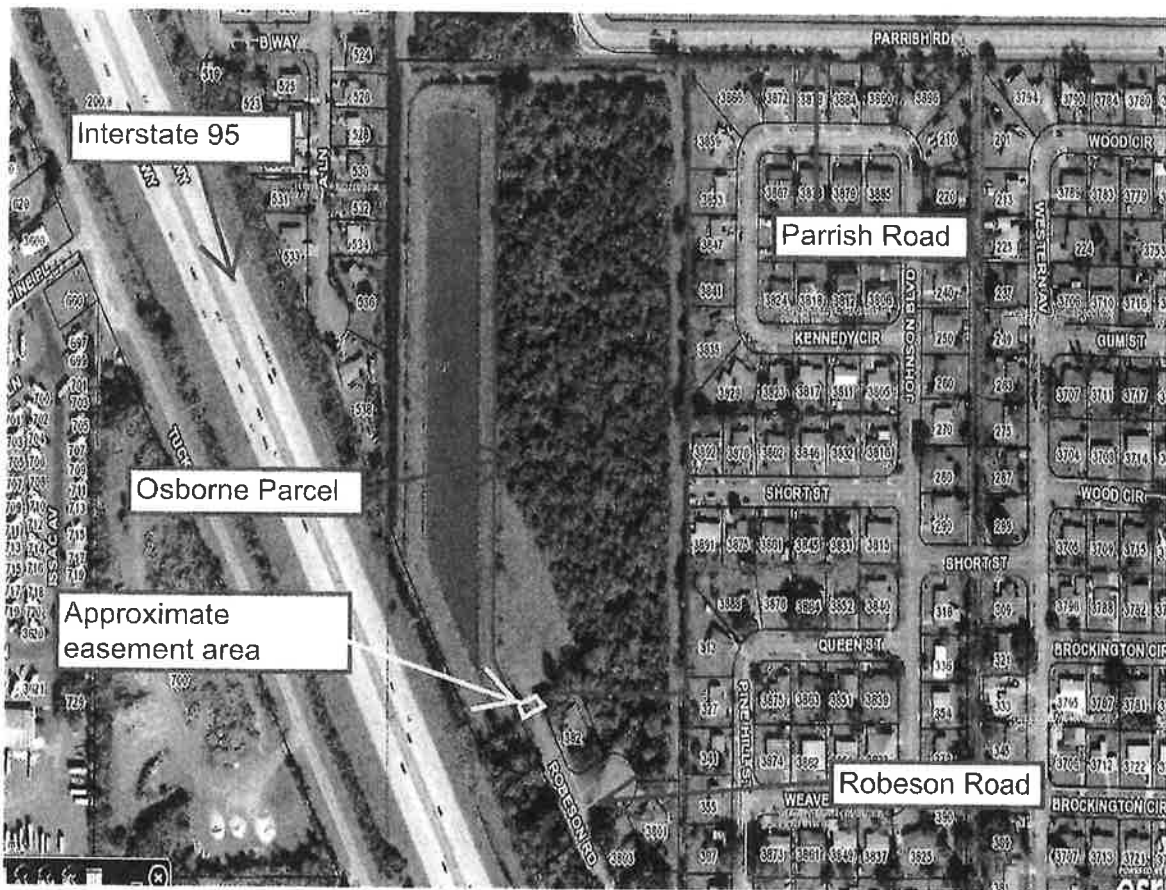
(Clerk of the Court Records) Sale amount: \$85,000.00

LOCATION MAP

Section 36, Township 24 South, Range 35 East District: 1

PROPERTY LOCATION: East of Interstate 95, North of Robeson Road and South of Parrish Road, Cocoa

OWNERS NAME: Osborne



BOARD OF COUNTY COMMISSIONERS

AGENDA REVIEW SHEET

AGENDA: Contract for Purchase of Easement Rights from Osborne (Owner) for the W04 Force Main as part of the West Cocoa Utility Improvements Project - District 1.

AGENCY: Public Works Department / Land Acquisition / Utility Services Department

AGENCY CONTACT: Lucy Hamelers, Land Acquisition Supervisor

CONTACT PHONE: 321-690-6847 extension 58336

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor	<u>LA</u>	<u> </u>	<u>4-22-20</u>
COUNTY ATTORNEY Jad Brewer Assistant County Attorney	<u>JWB</u>	<u> </u>	<u>4-23-2020</u>

AGENDA DUE DATE: April 28, 2020 for the May 5, 2020 Board meeting