



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.15.

5/23/2023

Subject:

Approval, Re: Dedication of Temporary Construction Easement Agreement and Special Warranty Deed from Yuge Deals, LLLP for the Commercial Retail Store (CRS) Eber Boulevard Project - District 3.

Fiscal Impact:

None

Dept/Office:

Public Works Department / Land Acquisition

Requested Action:

It is requested that the Board of County Commissioners accept and approve the attached Temporary Construction Easement Agreement and Special Warranty Deed.

Summary Explanation and Background:

The subject property is located in Section 18, Township 28 South, Range 37 East, on the south side of Eber Boulevard.

Yuge Deals, LLLP, owner, has submitted site plan number 20SP00036 for review and approval by the County for the development of a 10,640 square foot, single story commercial retail business known as Dollar General Eber Boulevard. The owner desired and designed a left-hand turn lane into their site, which in turn triggered additional right of way per County code.

The current design of the future Hollywood Widening Project, although presently only at 30% design, reflects this parcel will be affected by the widening project for intersection improvements at Eber Boulevard and Hollywood Boulevard. The Land Acquisition Division offered to obtain an appraisal in order to purchase the needed future right of way. However, the owner chose to dedicate the right of way as required by County code despite the County's attempts to purchase. The County also requested a Temporary Construction Easement to conduct certain future improvements to the adjacent public right of way of Eber Road. The owner has willingly agreed to grant the attached easement.

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:



May 24, 2023

MEMORANDUM

TO: Marc Bernath, Public Works Director

RE: Item F.15., Dedication of Temporary Construction Easement Agreement and Special Warranty Deed from Yuge Deals, LLLP for the Commercial Retail Store (CRS) Eber Boulevard Project

The Board of County Commissioners, in regular session on May 23, 2023, approved and accepted Temporary Construction Easement Agreement and Special Warranty Deed from Yuge Deals, LLLP for the CRS Eber Boulevard Project. Enclosed is a fully-executed Temporary Construction Easement Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script, reading "Kimberly Powell".

Kimberly Powell, Clerk to the Board

/tr

Encl. (1)

cc: Contracts Administration

BOARD OF COUNTY COMMISSIONERS

AGENDA REVIEW SHEET

AGENDA: Dedication of Temporary Construction Easement Agreement and Special Warranty Deed from Yuge Deals, LLLP for the Commercial Retail Store (CRS) Eber Boulevard Project – District 3.

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>4-25-2023</u>
COUNTY ATTORNEY Christine Schverak Assistant County Attorney	<i>cms</i> _____	_____	<u>5-4-2023</u>

Prepared by & Return to:
Brian A. Block, Esq.
1449 SW 74th Drive, Suite 200
Gainesville, FL 32607
(352) 333-3233

A portion of Interest in Tax Parcel I.D.: 28-37-18-00-754 (Account 3026655)

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 12 day of April, 2023, by and between by and between the following Parties: **YUGE DEALS, LLLP**, a Florida limited liability limited partnership, having its principal place of business at 1449 SW 74th Drive, Suite 200, Gainesville, FL 32607 ("Grantor") and **BREVARD COUNTY**, Florida, a political subdivision of the State of Florida, having a mailing address of 2725 Judge Fran Jamieson Way, Building A, Room 204, Viera, Florida 32940 ("Grantee"), and their respective successors, heirs, and assigns. Wherever used herein the terms Grantor(s) and Grantee(s) include all the parties to this instrument and the heirs, legal representatives, successors and assigns of such parties.

WITNESSETH

WHEREAS, Grantor is the owner of certain property situated in Brevard County, Florida, as more particularly described and depicted on Exhibit "A" attached hereto and made a part hereof (the "Property"), and

WHEREAS, Grantee desires from Grantor an easement: (i) for temporary construction and (ii) to grade and place clean fill material on, over, and across said Property for the creation of various improvements to enable Brevard County to conduct certain improvements to the adjacent public right of way of Eber Road.

WHEREAS, Grantor is willing to grant such easement under the terms and conditions outlined herein.

NOW, THEREFORE, The Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00) and other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys unto the Grantee, its successors and assigns, (i) a temporary construction easement over, under and across the Property as necessary or desirable for the creation of various improvements with the right of way of Eber Road (the "Adjacent Property"), and (ii) the right to place fill material on the Property as necessary for permanent grading of the Property.

The easement rights specifically include: (a) the right to enter upon the Property with equipment and machinery reasonably necessary or convenient for the staging and construction of facilities within the adjacent right of way, and b) the right to grade, and permanently place clean fill material in the easement area as necessary for the construction of the aforementioned improvements. After the completion of all construction on the Adjacent Property and the grading of the Property, Grantee shall otherwise restore the Property to the condition that existed prior to the Grantee's entry. Grantee agrees that in grading the Property, nothing shall be placed upon or added to the Property other than clean fill (to be covered by topsoil), topsoil and seed, specifically, except any asphalt or curbing that are to be replaced as applicable.


And the Grantor and Grantee do hereby covenant as follows:

- 1) That the Grantor is lawfully seized of the land upon which said temporary easement is granted, and has good and marketable title to such real estate, and Grantor therefore has good and

- lawful right to convey the temporary easement referenced herein.
- 2) That the Grantee shall quietly enjoy the rights in and to the easement herein without disturbance and interference by the Grantor.
 - 3) That the Grantor reserves the right to cross the easement herein described for ingress and egress to and from the Adjacent Property.
 - 4) That the Grantor does hereby expressly permit entry by the Grantee for any purpose hereof upon said easement without furnishing notice of said entry to Grantor.
 - 5) Grantee agrees that it, in the exercise of the rights granted hereunder, shall seek to minimize any disruption to the Grantor's and Grantor's tenant's use of the Property, and at no time shall Grantee prevent the Grantor or Grantor's tenant, guests, invitees, agents, or assigns' vehicular ingress and egress to and from the public right of way of Eber Road through the Property to the Grantor's Adjacent Property during business hours. The Grantee further agrees that if any disturbance or damage is caused to the subject Property as a result of the Grantee's exercise of the rights and privileges afforded to it under this instrument, the Grantee shall restore the affected area as near as practicable to its original condition, excepting the changes in grade resulting from fill material brought onto the Property pursuant to this easement.
 - 6) That the Grantor agrees, acknowledges, and affirms that the easement hereunder granted shall be binding on its heirs, successors, and assigns.
 - 7) That Grantee shall be responsible for any permitting, mitigation, or other local government regulatory requirements necessitated as a result of the exercise of its rights and privileges afforded to it under this instrument, including but not limited to gopher tortoise permitting and mitigation.
 - 8) RIGHTS RESERVED. The easement rights granted herein are non-exclusive and are subject to all matters of record. Grantor shall have the right to use the Property, or any portion thereof, for any purpose not inconsistent with the Grantee's use thereof pursuant to this Agreement.
 - 9) LIABILITY. Each Party agrees it shall bear responsibility for any injury or loss caused by its agents, representatives, officials, employees, or volunteers (hereinafter "agents") including when such agents are acting outside their jurisdiction. In agreeing to this provision, Grantee does not waive any defense or limit of sovereign immunity or limits to damages to which it may be entitled under section 768.28, Florida Statutes, as that section may be amended from time to time, or as otherwise provided by law. Nothing herein shall be construed as consent by either Party to be sued by third parties in any matter arising out of any contract. The Parties acknowledge that specific consideration has been exchanged for this provision.
 - 10) LITIGATION AND ATTORNEYS' FEES. In the event of any litigation between the Parties arising out of this Temporary Construction Easement (TCE), each Party will bear its own attorney's fees and costs. **BOTH PARTIES AGREE TO WAIVER, AND HEREBY WAIVE, ANY RIGHT TO TRIAL BY JURY.** The Parties agree that this TCE is governed by the laws of the State of Florida and venue for legal action brought under this TCE shall be in a court of competent jurisdiction in Brevard County, Florida.
 - 11) DURATION OF EASEMENT. The temporary easement granted herein shall automatically terminate upon the completion of the aforementioned project, in which event either Grantee or Grantor may record in the public records of Brevard County, Florida a release of this easement.

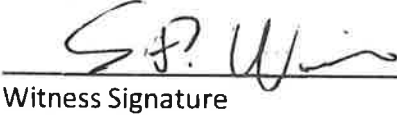
TO HAVE AND TO HOLD the above granted easement unto the said Grantee, its successors and assigns, and the Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor for claims arising during the period of Grantor's ownership of the Property, but against none other.

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


Witness Signature

Jennifer M. Tucker

Witness Print Name


Witness Signature

Emily Williams
Witness Print Name

YUGE DEALS, LLLP,

a Florida limited liability limited partnership

By: Concept Development, Inc.,

a Florida corporation

its General Partner

By: 

Matthew D. Cason

Its: President

STATE OF FLORIDA
COUNTY OF ALACHUA

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 12 day of April, 2023, by Matthew D. Cason, as President of Concept Development, Inc., as General Partner of Yuge Deals, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He ☒ is personally known to me or ☐ has produced _____ as proof of identity that the person who executed this instrument.


Print Name: Jennifer M. Tucker
Notary Public, State of Florida



JENNIFER MARIE TUCKER
Commission # HH 034277
Expires December 19, 2024
Bonded Thru Budget Notary Services

IN WITNESS WHEREOF, the Grantee having set their hand and seal this, the day and year first above written,

Alex Seaman
witness
Alex Seaman
print name

Nicole Summers
witness
Nicole Summers
print name

BREVARD COUNTY, FLORIDA, a political
subdivision of the State of Florida

BY: *Rita Pritchett*
Rita Pritchett, Chair of the Brevard
County Board of County Commissioners

As approved by the Board on 5-23-2023

STATE OF FLORIDA

COUNTY OF BREVARD

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization,
this 23rd day of May, 2023, by Rita Pritchett, as Chair of the Brevard County Board
of County Commissioners. She ☒ is personally known to me or ☐ has
produced _____ as proof of identity that the person who executed this
instrument.

Notary Signature

Print Name

Kimberly Powell
Kimberly Powell

(SEAL)



DEPUTY CLERK, per F.S. 695.03/62.50
Rachel M. Sadoff, Clerk
Brevard County, Florida

Attest:

Rachel Sadoff
Rachel Sadoff, Clerk

LEGAL DESCRIPTION

PARCEL # 700

PARENT PARCEL ID#: 28-37-18-00-754
PURPOSE: TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 700, TEMPORARY CONSTRUCTION EASEMENT (PREPARED BY SURVEYOR)

A TEMPORARY CONSTRUCTION EASEMENT LYING IN SECTION 18, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9663, PAGE 2283 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF LOT 16, FLORIDA INDIAN RIVER LAND COMPANY SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 164 WITH THE SOUTHERLY LINE OF A 66' FOOT WIDE RIGHT OF WAY EASEMENT (AS DESCRIBED IN OFFICIAL RECORDS BOOK 631, PAGE 809 OF THE PUBLIC RECORDS OF SAID COUNTY), SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9491, PAGE 1364 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 1°28'00" WEST, ALONG THE WEST LINE OF SAID LOT 16 AND THE WEST LINE OF SAID LANDS, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING THE WEST LINE OF SAID LOT 16 AND THE WEST LINE OF SAID LANDS, SOUTH 89°19'24" EAST, A DISTANCE OF 254.76 FEET TO THE EAST LINE OF SAID LANDS; THENCE SOUTH 1°30'43" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 15.00 FEET; THENCE DEPARTING THE EAST LINE OF SAID LANDS, NORTH 89°19'25" WEST, A DISTANCE OF 136.29 FEET; THENCE SOUTH 57°22'59" WEST, A DISTANCE OF 36.43 FEET; THENCE NORTH 89°19'24" WEST, A DISTANCE OF 88.28 FEET TO THE WEST LINE OF SAID LOT 16 AND THE WEST LINE OF SAID LANDS; THENCE NORTH 1°28'00" EAST, ALONG THE WEST LINE OF SAID LOT 16 AND THE WEST LINE OF SAID LANDS, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 5,889 SQUARE FEET (0.135 ACRES), MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HERewith AND MADE
A PART HEREOF

SCHEDULE B-II EXCEPTIONS:

(PER FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 7223-6366412, DATED MARCH 01, 2023)

ITEM # 9: THIS PARCEL IS SUBJECT TO THE MATTERS APPEARING ON THE PLAT RECORDED IN PLAT BOOK 1, PAGE(S) 164 INCLUDING, BUT NOT LIMITED TO, ANY BUILDING SETBACK LINES AND/OR EASEMENTS LYING WITHIN THE LOT(S) DESCRIBED IN SCHEDULE "A". (NOTHING TO GRAPHICALLY DEPICT)

ITEM # 10: THIS PARCEL IS NOT SUBJECT TO THE RIGHT-OF-WAY DEED AND EASEMENT GRANTED TO BREVARD COUNTY, FLORIDA RECORDED IN BOOK 770, PAGE 186 (EBER RD).

ITEM # 11: THIS PARCEL IS NOT SUBJECT TO THE EASEMENT GRANTED TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY BY INSTRUMENT RECORDED IN BOOK 2402, PAGE 1058.

ITEM # 12: THIS PARCEL IS SUBJECT TO THE PUBLIC UTILITY EASEMENT GRANTED TO CITY OF MELBOURNE RECORDED IN BOOK 2430, PAGE 550. (BLANKET IN NATURE, UNABLE TO GRAPHICALLY DEPICT)

ITEM # 13: THIS PARCEL IS SUBJECT TO THE PUBLIC UTILITY EASEMENT - MAINTENANCE GRANTED TO CITY OF MELBOURNE RECORDED IN BOOK 2720, PAGE 691. (BLANKET IN NATURE, UNABLE TO GRAPHICALLY DEPICT)

ITEM # 14: THIS PARCEL IS SUBJECT TO THE TERMS AND CONDITIONS OF THE WATER AGREEMENT BETWEEN CITY OF MELBOURNE AND FLOR-OHIO DBA LAKES OF MELBOURNE RECORDED IN BOOK 2432, PAGE 43, AS TO LAKES OF MELBOURNE, PHASE I (LEGAL APPEARS TO BE IN ERROR). (BLANKET IN NATURE, UNABLE TO GRAPHICALLY DEPICT)

ITEM # 15: THIS PARCEL IS SUBJECT TO THE TERMS AND CONDITIONS OF THE WATER AGREEMENT BETWEEN CITY OF MELBOURNE AND FLOR-OHIO LTD., DBA LAKES OF MELBOURNE RECORDED IN BOOK 2720, PAGE 584, AS TO LAKES OF MELBOURNE, PHASES II, III, AND IV (LEGAL APPEARS TO BE IN ERROR). (BLANKET IN NATURE, UNABLE TO GRAPHICALLY DEPICT)

ITEM # 16: THIS PARCEL IS SUBJECT TO EASEMENT AGREEMENT WITH COVENANTS AND RESTRICTIONS RECORDED ON APRIL 29, 2022 IN BOOK 9491, PAGE 1367. (AS SHOWN HEREON)

ITEM # 17: THIS PARCEL IS SUBJECT TO DRAINAGE EASEMENT AGREEMENT RECORDED ON OCTOBER 07, 2022 IN BOOK 9629, PAGE 609. (AS SHOWN HEREON)

ITEM # 18: THIS PARCEL IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS SET FORTH AND CONTAINED IN THAT CERTAIN LEASE BETWEEN YUGE DEALS, LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP, LESSOR, AND DOLGENCORP, LLC, A KENTUCKY LIMITED LIABILITY COMPANY, LESSEE, A MEMORANDUM OF WHICH IS RECORDED IN BOOK 9707, PAGE 86. (BLANKET IN NATURE, UNABLE TO GRAPHICALLY DEPICT)

SURVEYORS NOTES:

- BEARINGS SHOWN HEREON ARE REFERRED TO AN ASSUMED VALUE OF NORTH 1°28'00" EAST FOR THE WEST LINE OF LOT 16, FLORIDA INDIAN RIVER LAND COMPANY SUBDIVISION PER PLAT BOOK 1, PAGE 164 OF THE PUBLIC RECORD OF BREVARD COUNTY, FLORIDA.
- INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 7223-6366412, DATED MARCH 01, 2023. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.

PREPARED FOR AND CERTIFIED TO:

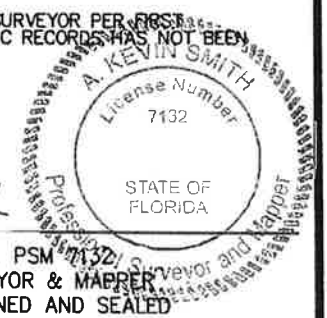
YUGE DEALS, LLLP
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY:

CHW, INC.
PROFESSIONAL CONSULTANTS

11801 RESEARCH DRIVE
ALACHUA, FLORIDA 32615
(352) 331-1976
WWW.CHW-INC.COM

ANDREW K. SMITH, PSM
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED



DRAWN BY: KWM

CHECKED BY: AKS

PROJECT NO. 21-0354

REVISIONS

DATE

DESCRIPTION

SECTION 18

TOWNSHIP 28 SOUTH

RANGE 37 EAST

DATE: 03/29/2023

DRAWING: 21-0354 PARCEL 700

SKETCH OF DESCRIPTION

PARCEL # 700

PARENT PARCEL ID#: 28-37-18-00-754

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A"

SHEET 2 OF 2

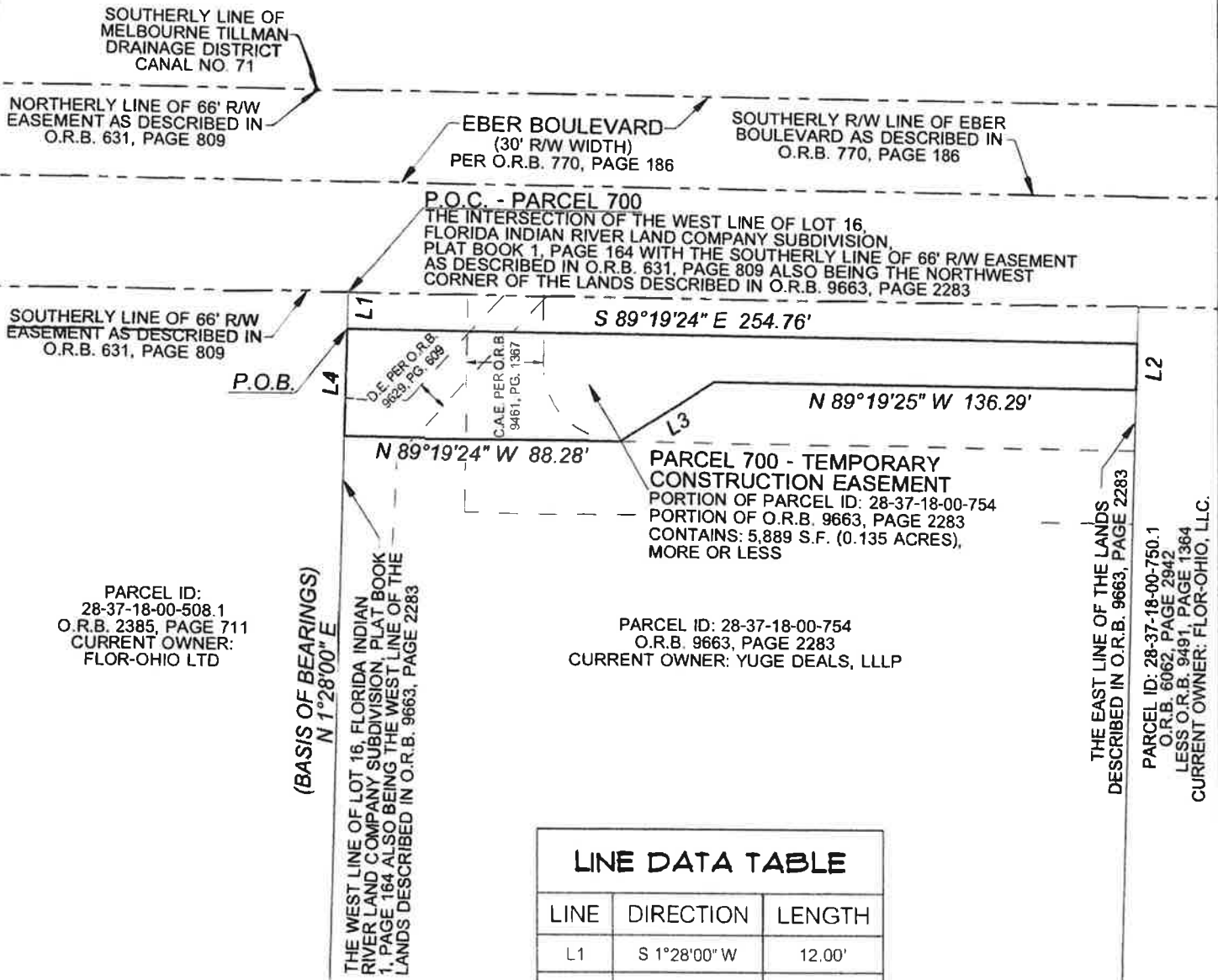
NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY



0 12.5 25 50

GRAPHIC SCALE 1" = 50'



LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1	S 1°28'00" W	12.00'
L2	S 1°30'43" W	15.00'
L3	S 57°22'59" W	36.43'
L4	N 1°28'00" E	35.00'

LEGEND:

O.R.B. = OFFICIAL RECORDS BOOK
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
S.F. = SQUARE FEET
R/W = RIGHT OF WAY
D.E. = DRAINAGE EASEMENT
C.A.E. = CROSS ACCESS EASEMENT

PREPARED BY:

CHW, INC.
PROFESSIONAL CONSULTANTS

11801 RESEARCH DRIVE
ALACHUA, FLORIDA 32615
(352) 331-1976
WWW.CHW-INC.COM

SCALE:

1" = 50'

PROJECT NO.:

21-0354

SECTION 18

TOWNSHIP 28 SOUTH
RANGE 37 EAST

282

Prepared by/Return to:
Brevard County Public Works Dept.
Land Acquisition Section
2725 Judge Fran Jamieson Way, Building A, Room 204
Viera, Florida 32940
(321-690-6847)

A portion of Interest in Tax Parcel I.D.: 28-37-18-00-754 (Account 3026655)

SPECIAL WARRANTY DEED

THIS INDENTURE, made and executed the 12 day of April, 2023, by and between the following parties: **YUGE DEALS, LLLP**, a Florida limited liability limited partnership, having its principal place of business at 1449 SW 74th Drive, Suite 200, Gainesville, FL 32607 ("Grantor") and **BREVARD COUNTY**, Florida, a political subdivision of the State of Florida, having a mailing address of 2725 Judge Fran Jamieson Way, Building A, Room 204, Viera, Florida 32940 ("Grantee").

WITNESSETH: That the Grantor for and in consideration of the sum of Ten Dollars and No Cents (\$10.00) and other good and valuable consideration paid to Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, and conveys unto the Grantee that certain land, situate, lying and being in Brevard County, State of Florida, and being more particularly described on Exhibit "A".

TOGETHER WITH all improvements, tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining thereto and all the estate, right, title and interest forever.

SUBJECT TO rights of way and easements of record.

TO HAVE AND TO HOLD the same in fee simple forever.

AND THE GRANTOR does hereby covenant with Grantee that Grantor is well seized of the Property, has good right, title, and lawful authority to sell and convey the Property, and that Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under the Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other.

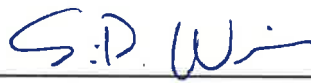
IN WITNESS WHEREOF the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first above written.




Witness Signature

Jennifer M. Tucker

Witness Print Name



Witness Signature



Witness Print Name

YUGE DEALS, LLLP,

a Florida limited liability limited partnership

By: Concept Development, Inc.,

a Florida corporation

its General Partner

By: 

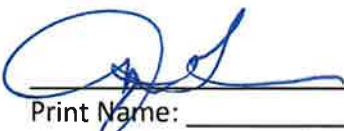
Matthew D. Cason

Its: President

(seal)

STATE OF FLORIDA
COUNTY OF ALACHUA

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 12 day of April, 2023, by Matthew D. Cason, as President of Concept Development, Inc., as General Partner of Yuge Deals, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He ☒ is personally known to me or ☐ has produced _____ as proof of identity that the person who executed this instrument.



Print Name: **Jennifer M. Tucker**
Notary Public, State of Florida



JENNIFER MARIE TUCKER
Commission # HH 034277
Expires December 19, 2024
Bonded Thru Budget Notary Services

LEGAL DESCRIPTION

PARCEL # 100

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

PARENT PARCEL ID#: 28-37-18-00-754
PURPOSE: FEE SIMPLE RIGHT OF WAY

LEGAL DESCRIPTION: PARCEL 100, FEE SIMPLE RIGHT OF WAY (PREPARED BY SURVEYOR)

A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9663, PAGE 2283 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF LOT 16, FLORIDA INDIAN RIVER LAND COMPANY SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 164 WITH THE SOUTHERLY RIGHT OF WAY LINE OF EBER ROAD (AS DESCRIBED IN OFFICIAL RECORDS BOOK 770, PAGE 186 OF THE PUBLIC RECORDS OF SAID COUNTY AND HAVING A RIGHT OF WAY WIDTH OF 30 FEET); THENCE SOUTH 89°19'24" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 254.80 FEET TO THE NORTHERLY PROJECTION OF THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9663, PAGE 2283 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 1°30'43" WEST, ALONG SAID NORTHERLY PROJECTION AND ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 48.00 FEET; THENCE DEPARTING THE EAST LINE OF SAID LANDS, NORTH 89°19'24" WEST, A DISTANCE OF 254.76 FEET TO THE WEST LINE OF SAID LOT 16 AND THE WEST LINE OF SAID LANDS; THENCE NORTH 1°28'00" EAST, ALONG THE WEST LINE OF SAID LOT 16, THE WEST LINE OF SAID LANDS AND THE NORTHERLY PROJECTION OF THE WEST LINE OF SAID LANDS, A DISTANCE OF 48.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 12,229 SQUARE FEET (0.281 ACRES), MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HERewith AND MADE
A PART HEREOF

SCHEDULE B-II EXCEPTIONS:

(PER FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 7223-6366412, DATED MARCH 01, 2023.)

ITEM # 9: THIS PARCEL IS SUBJECT TO THE MATTERS APPEARING ON THE PLAT RECORDED IN PLAT BOOK 1, PAGE(S) 164, INCLUDING, BUT NOT LIMITED TO, ANY BUILDING SETBACK LINES AND/OR EASEMENTS LYING WITHIN THE LOT(S) DESCRIBED IN SCHEDULE "A". (NOTHING TO GRAPHICALLY DEPICT)

ITEM # 10: THIS PARCEL IS NOT SUBJECT TO THE RIGHT-OF-WAY DEED AND EASEMENT GRANTED TO BREVARD COUNTY, FLORIDA RECORDED IN BOOK 770, PAGE 186 (EBER RD).

ITEM # 11: THIS PARCEL IS NOT SUBJECT TO THE EASEMENT GRANTED TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY BY INSTRUMENT RECORDED IN BOOK 2402, PAGE 1058.

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ITEM # 15: THIS PARCEL IS SUBJECT TO THE TERMS AND CONDITIONS OF THE WATER AGREEMENT BETWEEN CITY OF MELBOURNE AND FLOR-OHIO, LTD., DBA LAKES OF MELBOURNE RECORDED IN BOOK 2720, PAGE 684, AS TO LAKES OF MELBOURNE, PHASES II, III, AND IV (LEGAL APPEARS TO BE IN ERROR). (BLANKET IN NATURE, UNABLE TO GRAPHICALLY DEPICT)

ITEM # 16: THIS PARCEL IS SUBJECT TO EASEMENT AGREEMENT WITH COVENANTS AND RESTRICTIONS RECORDED ON APRIL 29, 2022 IN BOOK 9491, PAGE 1367. (AS SHOWN HEREON)

ITEM # 17: THIS PARCEL IS SUBJECT TO DRAINAGE EASEMENT AGREEMENT RECORDED ON OCTOBER 07, 2022 IN BOOK 9629, PAGE 609. (AS SHOWN HEREON)

ITEM # 18: THIS PARCEL IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS SET FORTH AND CONTAINED IN THAT CERTAIN LEASE BETWEEN YUGE DEALSA, LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP, LESSOR, AND DOLGENCORP, LLC, A KENTUCKY LIMITED LIABILITY COMPANY, LESSEE, A MEMORANDUM OF WHICH IS RECORDED IN BOOK 9707, PAGE 86. (BLANKET IN NATURE, UNABLE TO GRAPHICALLY DEPICT)

SURVEYORS NOTES:

- BEARINGS SHOWN HEREON ARE REFERRED TO AN ASSUMED VALUE OF NORTH 1°28'00" EAST FOR THE WEST LINE OF LOT 16, FLORIDA INDIAN RIVER LAND COMPANY SUBDIVISION PER PLAT BOOK 1, PAGE 164 OF THE PUBLIC RECORDED OF BREVARD COUNTY, FLORIDA.
- INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR PER FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 7223-6366412, DATED MARCH 01, 2023. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.

PREPARED FOR AND CERTIFIED TO:
YUGE DEALSA, LLLP
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY:

CHW, INC.
PROFESSIONAL CONSULTANTS

11801 RESEARCH DRIVE
ALACHUA, FLORIDA 32615
(352) 331-1976
WWW.CHW-INC.COM



ANDREW K. SMITH, PSM 7132
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED



DRAWN BY: KWM / LWC

CHECKED BY: AKS

PROJECT NO. 21-0354

REVISIONS

DATE

DESCRIPTION

SECTION 18

TOWNSHIP 28 SOUTH

RANGE 37 EAST

DATE: 03-29-2023

DRAWING: 21-0354 PARCEL 100

SKETCH OF DESCRIPTION

PARCEL # 100

PARENT PARCEL ID#: 28-37-18-00-754

PURPOSE: FEE SIMPLE RIGHT OF WAY

EXHIBIT "A"

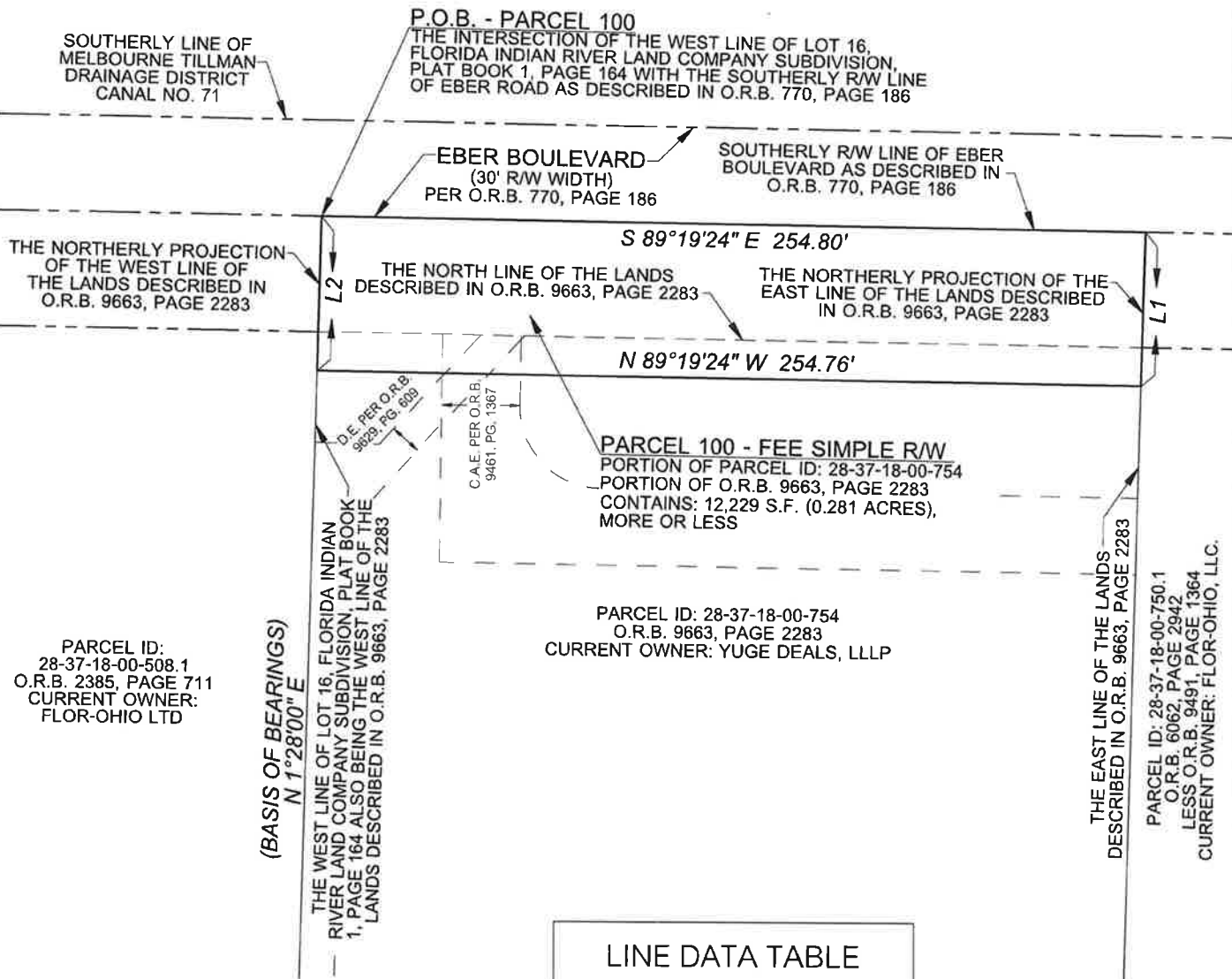
SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY



GRAPHIC SCALE 1" = 50'



LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1	S 1°30'43" W	48.00'
L2	N 1°28'00" E	48.00'

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SCALE:

1" = 50'

PROJECT NO.:

21-0354

SECTION 18

TOWNSHIP 28 SOUTH
RANGE 37 EAST

LOCATION MAP

Section 18, Township 28 South, Range 37 East - District: 3

PROPERTY LOCATION: The south side of Eber Boulevard in Melbourne.

OWNERS NAME(S): Yuge Deals, LLLP.

