



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.1.

10/2/2025

Subject:

Easement Agreement, Re: Scott Weihman (25FL00006)
Developer: Scott Weihman District 2

Fiscal Impact:

None

Dept/Office:

Planning and Development

Requested Action:

The applicant is seeking approval of an easement agreement to permit the issuance of a residential building permit in accordance with Section 62-102 of the Brevard County Code. It is requested that the Board of County Commissioners evaluate the request for approval and authorize the Chairman to sign.

Summary Explanation and Background:

The property owner of the parcel bearing the parcel ID of 23-36-10-00-501 (tax account 2315161) has requested approval of an easement agreement to allow an easement for unfettered access by the Grantee and the Public At-Large in a manner generally attributable to a rural residential road, to utilize the Property as, including, but not limited to, access to individual properties adjacent to the Property for standard ingress and egress, for the use of the Property by emergency services, law enforcement, and solid waste collection.

The easement will also provide access to the property owner bearing the parcel ID of 23-36-10-00-550 (tax account 2324039), which will permit the issuance of one residential building permit in accordance with Section 62-102 of the Brevard County Code. This parcel is under the same ownership as that which is the subject of the easement. The easement is necessary for the issuance of the building permit because it would allow for the establishment of a flag lot connected by and abutting a segment of Fay Drive, a county-maintained right of way, while allowing public and emergency/utility access connecting each side of Fay Drive. To that end, the easement agreement provides that for use of the "... easement in the same manner as a typical light-traffic rural public road, such as for emergency services and as a light-traffic thoroughfare for the Public At-Large."

A flag lot is defined as a parcel of land which has a narrow, deeded strip of land (the stem) connecting the main body of the lot, plot, or parcel to a road dedicated and accepted for maintenance by a public entity. The flag stem is connected to the property owner's lot bearing the parcel ID of 23-36-10-00-550 located on the north side of the stem.

Clerk to the Board Instructions:



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

October 3, 2025

MEMORANDUM

TO: Billy Prasad, Planning and Development Director

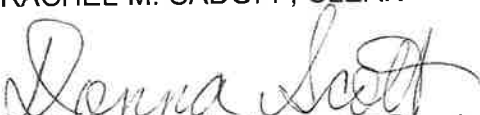
RE: Item F.1., Easement Agreement for Scott Weihman (25FL00006) – Developer: Scott Weihman

The Board of County Commissioners, in regular session on October 2, 2025, approved the Easement Agreement for Scott Weihman (25FL00006) – Developer: Scott Weihman, to permit the issuance of a residential building permit, in accordance with Section 62-102 of the Brevard County Code; authorized the evaluation; and authorized the Chairman to sign the Easement Agreement. Enclosed is the fully-executed Easement Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

for: 
Kimberly Powell, Clerk to the Board

/ds

Encls. (1)

DRAFTED BY:

W. Nathan Meloon, Esq.
Widerman Malek, PL
1990 W. New Haven Ave.
Second Floor
Melbourne, FL 32950

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (the "Agreement"), dated as of the last date of signature below (the "Effective Date") is entered by and between MR. SCOTT WEIHMAN (the "Grantor") and BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the "Grantee"). The Grantor and Grantee may at times herein be collectively referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, Grantor is the fee simple owner of certain land located in Brevard County, Florida, bearing the parcel ID of 23-36-10-00-501, and more particularly described in Paragraph 2 below as the "Property;" and

WHEREAS, the Property serves as Grantor's means of access to another property to the north of the Property owned by the Grantor, bearing the parcel ID of 23-36-10-00-550 (the "Northern Parcel"), to which Grantor must retain access via the Property; and

WHEREAS, the Property bifurcates Fay Drive, which is a public road maintained by the Grantee; and

WHEREAS, the herein described easement promotes public safety and access to lands which would otherwise be landlocked; and

WHEREAS, Grantor is willing to grant to Grantee an easement for unfettered access by the Grantee and the Public At-Large, as defined in Paragraph 3 below, to utilize the Property as outlined herein, including, but not limited to, access to individual properties adjacent to the Property for standard ingress and egress, for the use of the Property by emergency services, law enforcement, and solid waste collection, and for the use of the Property by the Public At-Large in a manner generally attributable to a rural residential road.

NOW, THEREFORE, for good and valuable consideration paid by Grantee to Grantor and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS

1. Recitals: The above recitals are true and correct, and incorporated into this Agreement as if fully set forth herein.
2. Grant: In addition to the rights granted pursuant to Paragraph 4 below, Grantor hereby grants and conveys to Grantee, its heirs, legal representatives, successors, and assigns, a non-exclusive access easement for solid waste

collection, public utilities, emergency services, and law enforcement (the "Easement") in, under, upon, about, over, and through the entirety of the Property, which bears the legal description of:

S 1/2 of NE 1/4 of SW 1/4 of Section 10, Township 23 South, Range 36 East, Excluding Lands Deeded Through Official Records Book 3130 Page 4396, Plat Book 34, Page 34 [Road Right-of-Way], Public Records of Brevard County.

3. Public At-Large: The "Public At-Large" as used within this Agreement refers to, without limitation, the people that constitute the community of the world that may exist, traverse, or otherwise be upon the lands located in Brevard County. This includes, but is in no way limited to, property owners who have land adjacent to or near the Property.
4. Access: Grantee, and the Public At-Large, shall be permitted access to use the Easement as an ingress and egress for any of the properties adjacent to the Property, and as a thoroughfare to connect Fay Drive. This access is intended to include, but not be limited to, using the Easement in the same manner as a typical light-traffic rural public road, such as for emergency services and as a light-traffic thoroughfare for the Public At-Large.
5. Improvements: Grantee may construct improvements over, under, in, along, across, and upon the Property that are reasonably related to both the purpose of the Easement and Grantee's use and enjoyment of the Easement (the "Improvements"), upon receipt of prior written consent of Grantor, whose consent may be given or withheld at the Grantor's sole and absolute discretion. Notwithstanding the foregoing, any Improvements made over, under, in, along, across, and upon the Property, shall not interfere with the Grantor's use and enjoyment of the Northern Parcel. Grantor shall not construct, install, or otherwise erect any improvement over, under, in, along, across, and upon the Property that interferes with the Grantee's Easement rights outlined in this Agreement.
6. Plans: Upon Grantor's request, Grantee shall provide Grantor with an as-built drawing(s) and a survey showing the location and depth of any Improvements Grantee installs or constructs over, under, in, along, across or upon the Property.
7. Costs and Lien-Free Construction: Grantee shall bear and promptly pay, without the imposition of any lien or charge on or against all or any portion of the Property, all costs and expenses incurred in the construction and maintenance of the Improvements. Grantee hereby acknowledges and agrees that if any lien is filed against the Property as a result of the Easement or Grantee's activities in the Property, Grantee shall be in

Default of this Agreement, and Grantor shall have the right to exercise all of its remedies pursuant to this Agreement, at law and in equity.

8. Compliance with Laws: Grantee shall construct the Improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules, and regulations of all public authorities.
9. Maintenance and Repair: Grantor shall be responsible for the maintenance and repair of the Property. However, if the Grantee constructs Improvements, then the Grantee shall be responsible to maintain and repair said Improvements.
10. Reservation of Rights: All rights, title, and interest in and to the Property under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement, are reserved to Grantor. Grantor shall have the right to grant additional easement rights on or in the Property, provided the same shall not interfere with, or otherwise adversely affect any of the Grantee's rights herein.
11. Representation and Warranties: Grantor hereby represents and warrants to Grantee that: (a) it has the full right, power, title, and interest to make the within grant of easement to Grantee; (b) such grant of easement and any rights under this Agreement may be full and thoroughly enjoyed and utilized by Grantee pursuant to the terms here; and (c) Grantee's easement rights hereunder shall not be defeased, impaired, and adversely affected by superior title.
12. Grantor's Use of the Property: Grantor reserves the right to use the Property in any manner and for any purpose that does not interfere with Grantee's Easement rights and its use of the Easement.
13. Transferability: The Parties to this Agreement hereby acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors, and assigns. Notwithstanding the foregoing, Grantee acknowledges that the rights granted to and duties assumed by Grantee under this Agreement may not be assigned or delegated by Grantee without the prior written consent of Grantor, which shall not be unreasonably withheld by Grantor. Any attempted assignment or delegation by Grantee without the prior written consent of the Grantor shall be void.
14. Default and Remedies: In the event of a default by Grantor or by Grantee, the non-defaulting Party may seek any and all remedies permitted by law.
15. Grantor Not Liable: In no event shall Grantor be liable for any damage to

or loss of personal property or equipment sustained by Grantee, which occurs upon the Property, whether or not insured, unless such loss is caused by Grantor's negligence, recklessness, or intentionally wrongful acts or omissions.

16. Limitation of Damages: Notwithstanding anything to the contrary contained within this Agreement, in the event of a default by the Grantor hereunder, or for any other reason, Grantor shall not be liable to Grantee for any indirect, punitive, special, consequential, or incidental damages whatsoever, including loss of goodwill or loss of profits. The Grantee shall have the right to exercise all of its remedies pursuant to this Agreement, at law and in equity.
17. Attorney's Fees: In the event of any dispute between the Parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, each party shall bear their own attorney's fees and costs. In the event of arbitration, the fees of the arbitrator and the costs of the arbitration shall be split by the Parties.
18. Notice: Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods: (a) delivery via a nationally recognized overnight courier company, which must provide a tracking number for the delivery, whereby delivery is deemed to have occurred when such notice arrives at its destination as evidenced by the courier's tracking software, or (b) certified U.S. Mail, return receipt requested whereby delivery is deemed to have occurred when such notice when such notice arrives at it's destination as evidence by the United States Postal Service tracking system.

To Grantor: Scott Weihman
C/O W. Nathan Meloon, Esq.
1990 W. New Haven Ave., Second
Floor Melbourne, FL 32904

Telephone: 321-255-2332
Email: NMeloon@USLegalTeam.com

To Grantee: Brevard County Board of County Commissioners C/O
County Attorney's Office
2725 Judge Fran Jamieson Way
Viera, FL 32940

Telephone: 321-633-2090
Email: Morris.Richardson@BrevardFL.gov

Any Party may change its address or contact information for the purposes of this section by providing written notice of the same, in the manner described within this section. All notices and demands delivered by a Party's attorney on a Party's behalf shall be deemed to have been delivered by said Party. Notices shall be valid only if served in the manner provided in this section.

19. Amendment: This Agreement may not be modified, amended, or terminated except via a writing signed by each Party hereto.
20. Time is of the essence: Both Parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.
21. Governing Law; Waiver of Jury Trial: This Agreement, including its interpretation and enforcement, shall be governed only by the laws of the State of Florida and no other laws. **ANY TRIAL SHALL BE NON-JURY.**
22. Jurisdiction and Venue: Both Parties agree that any disputes arising from or relating to this Agreement shall be brought in and before the Eighteenth Judicial Circuit in and for Brevard County, Florida, with such court serving as the sole and exclusive venue/jurisdiction for all disputes arising from or relating to this Agreement. The Parties acknowledge that this paragraph is a mandatory jurisdiction and venue provision.
23. Good Faith Cooperation: The Parties hereto covenant, warrant, and represent to each other Party that he/it will act in good faith, act in due diligence, prove his/its complete cooperation and that he/it will do such other and further actions, including without limitation, the execution of any documents or instruments which are reasonable or may be necessary, helpful, or convenient in carrying out the purposes and intent of this Agreement. Such covenants are mutual and dependent.
24. Authority: Both Parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a Party to this Agreement states that they are a duly authorized representative of the signing Party and their signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the Party on whose behalf the representative is signing.
25. Non-Waiver: No course of dealing, course of performance, or failure of either Party to enforce any term, right, or condition of this Agreement or any other document prepared in connection with this Agreement shall be construed as a waiver of any term, right, or condition.
26. Recording: This Agreement shall be recorded in the Public Records of Brevard County, Florida. The cost of such recording shall be borne by the

Grantor, and the Grantor shall provide a recorded copy of this Agreement to the Grantee by electronic mail within five (5) business days of recording.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their respective and authorized representatives as of the Effective Date.

Witnesses:

Witness #1

Tina William

Print: Tina William

Address: 2725 Judge Fran Jameson way Viera, FL

Date: 9/3/2025

Scott Weihman

Scott Weihman, Grantor

Date: 9/3/2025

Witness #2

Derrick Hoghey

Print: Derrick Hoghey

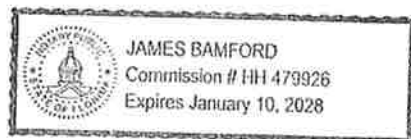
Address: 2725 Judge Fran Jameson way Viera, FL

Date: 9/3/2025

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 3 day of September, 2025, by SCOTT WEIHMAN, who is ☐ personally known to me or ☐ has produced a driver's license as identification and who did take an oath.



[Signature]
Notary Public
State of Florida

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their respective and authorized representatives as of the Effective Date.

ATTEST:



Rachel M. Sadoff, Clerk

BREVARD COUNTY, FLORIDA
GRANTEE



Rob Feltner, Chairman

As approved by the Board on: OCT 02 2025

June 13,

2025

To Mr. Billy Prassad,

I am submitting this application requesting to be approved for the creation of a flag lot using my privately owned right-a-way , which is an undeveloped piece of Fay Dr which occurs between two sections of county maintained Fay Dr, and lot 23-36-10-00-550, which is the lot I'd like to build a house on. I was advised by your department that this is the easiest solution to the problem of obtaining a building permit for lot 550. It is my understanding that this configuration will allow my property to abut a county maintained road, which will make me eligible to receive a building permit.

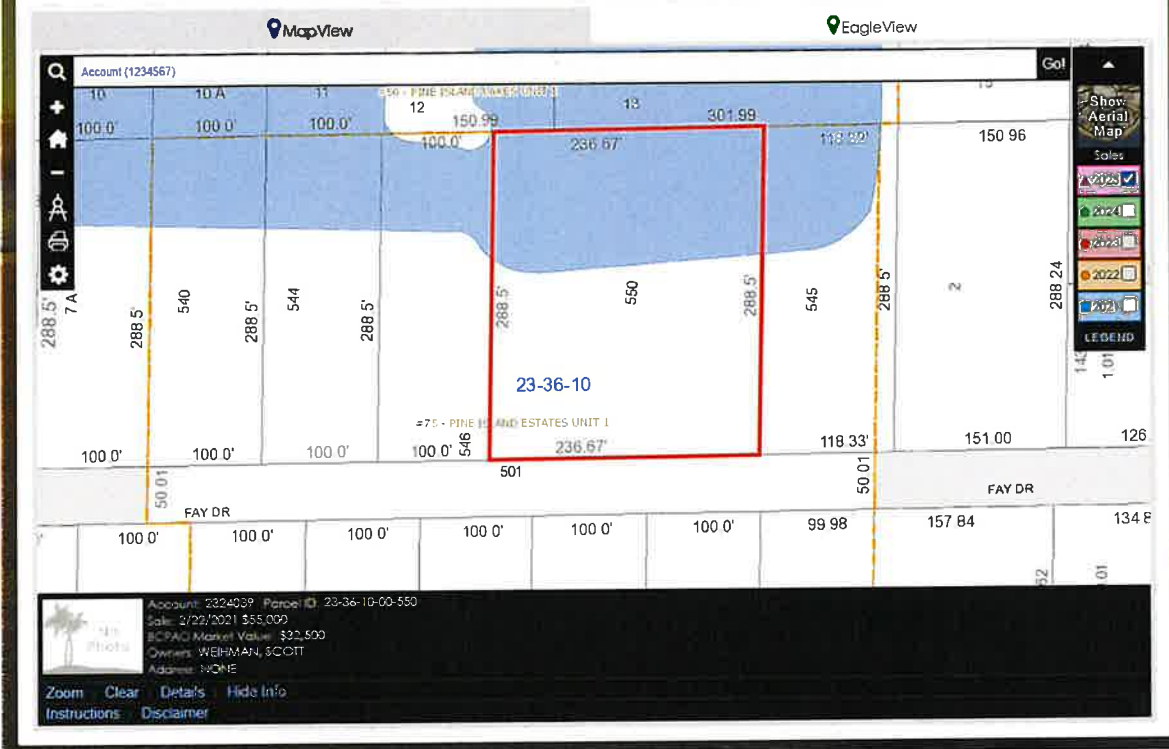
Thanks for your consideration, and please reach out to me if you require any additional information.

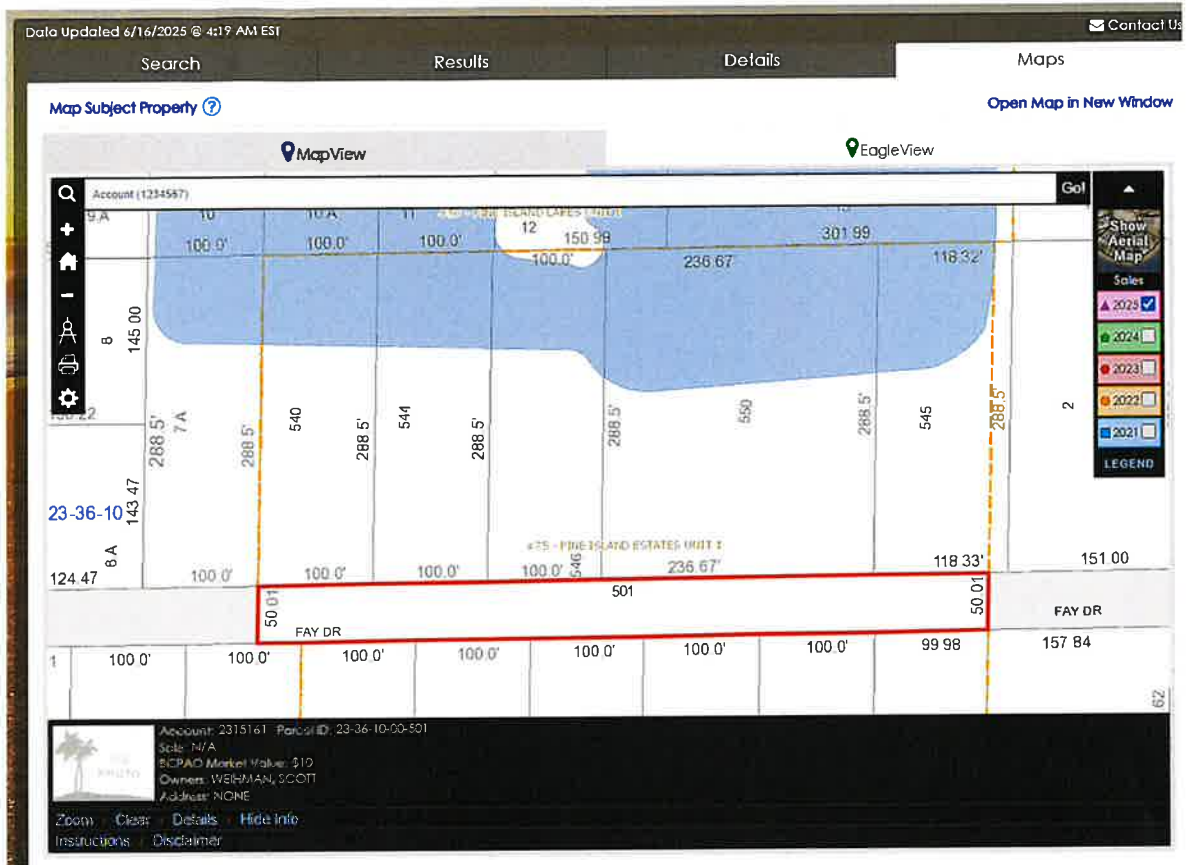
Regards,

Scott Weihman

381 Timberlake Dr

Melbourne, FL 32940

Map Subject Property [Open Map in New Window](#)



Board Meeting Date

10-2-25

Item Number: F.1 B F.3

Motion By: KD

Second By: KA

Nay By: _____

| Commissioner | DISTRICT | AYE | NAY |
|--------------------------------|--------------|-----|-----|
| Commissioner Delaney | 1 | ✓ | |
| Vice Chair Goodson | 2 | ✓ | |
| Commissioner Adkinson | 3 | ✓ | |
| Commissioner Altman | 5 | | |
| Chairman Feltner | 4 | ✓ | |