



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Public Hearing

G.6.

10/24/2023

### Subject:

Approval, Re: Resolution, Exchange Agreement, and Lease Agreement from 890 N. Courtenay LLC for the Lift Station C17 Relocation and Reconstruction Project - District 2.

### Fiscal Impact:

\$144,000 for a two-year lease; potential for 2 six-month extensions at \$44,000 per extension period.

### 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 attached Resolution, Exchange Agreement, and Lease Agreement, and delegate authority to the Chair to sign any necessary documents associated with this exchange.

### Summary Explanation and Background:

The subject property is located in Section 26, Township 24 South, Range 36 East, on east side of North Courtenay Parkway at Catalina Isle Drive in Merritt Island.

In accordance with Florida law, notice of this Exchange was published from a period beginning October 5, 2023, through October 19, 2023.

Lift Station C17 was included in the Utility Services Department's annual Capital Improvement Plan for Fiscal Year 2023-2024 to Fiscal Year 2027-2028 and adopted by the Board on September 19, 2023.

The attached Resolution is pursuant to Section 125.37, Florida Statutes, authorizing the exchange of County property for other real property interests if and when certain conditions are met.

The County currently owns a parcel in fee simple that is used as a lift station (Lift Station C17). The Brevard County Utility Services Department has determined there is a need to relocate Lift Station C17 to make it more easily accessible for maintenance work and upkeep. The County's current legal access to the lift station is over an adjacent property owned by 890 N. Courtenay LLC. Both parties agree that to reach a mutually beneficial solution, the attached Exchange Agreement is needed. In summary, the County will exchange the current property where Lift Station C17 is located for property abutting Catalina Isle Drive that is owned by the LLC. While construction takes place, the County will have control of the LLC's property through the lease. The Lease Agreement with the LLC will serve for the purposes of allowing uninterrupted access and control of the LLC Property in order to perform studies; storing and/or staging construction equipment; constructing the new lift station; removing the old lift station and removing and/or abandoning in place any utilities that are no longer needed onsite; and for completing other

necessary construction activities.

The Utility Services Department believes that the proposed location of the new lift station will allow the County to construct a replacement lift station in order to allow Lift Station C17 to be taken offline and will make future maintenance of the new lift station more efficient and cost-effective.

The User Department approves this request.

This acquisition follows the policies and procedures as set forth in Administrative Order 37 and Section 125.37, Florida Statutes.

### **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 25, 2023

**M E M O R A N D U M**

**TO:** Marc Bernath, Public Works Director

**RE:** Item G.6., Resolution, Exchange Agreement, and Lease Agreement from 890 N. Courtenay LLC for the Lift Station C17 Relocation and Reconstruction Project

The Board of County Commissioners, in regular session on October 24, 2023, executed and adopted Resolution No. 23-129, authorizing the exchange of County property and property interests for other real property and property interests owned by 890 N. Courtenay LLC; authorized the Chair to execute the Exchange Agreement and Lease Agreement for the Lift Station C17 Relocation and Reconstruction Project; and authorized the Chair to sign any necessary documents associated with this exchange. Enclosed are a fully-executed Resolution, Exchange Agreement, and Lease 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

Encls. (3)

cc: Utility Services  
Finance  
Budget

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, PURSUANT TO SECTION 125.37, FLORIDA STATUTES, AUTHORIZING THE EXCHANGE OF COUNTY PROPERTY AND PROPERTY INTERESTS FOR OTHER REAL PROPERTY AND PROPERTY INTERESTS OWNED BY 890 N. COURTENAY LLC ("THE LLC"); IDENTIFYING CONDITIONS THAT MUST BE SATISFIED PRIOR TO TRANSFER OF SAID INTERESTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the COUNTY owns that certain property, with Brevard County Property Identification Number 24-36-26-01-A.4, that is currently used as a sanitary sewer lift station and associated facilities known as Lift Station C17 (hereinafter the "County Property"); and

**WHEREAS**, the Brevard County Utility Services Department has determined that there is a need to relocate Lift Station C17 to make it more easily accessible for maintenance work and upkeep; and

**WHEREAS**, the COUNTY's current legal access to Lift Station C17 is over an adjacent property that is owned by THE LLC with an address of 890 N. Courtenay Parkway, Merritt Island, Florida 32953 and Brevard County Property Identification Number 24-36-26-01-A (hereinafter "THE LLC Property"); and

**WHEREAS**, in order for both Parties to reach a mutually beneficial solution, THE LLC will exchange a portion of THE LLC Property with the COUNTY to allow easier access to the new lift station from Catalina Isle Drive (hereinafter "THE LLC's Exchange Parcel"); and

**WHEREAS**, the Exchange Agreement between the COUNTY and THE LLC, including the exhibits thereto, which is attached hereto as **Attachment A**, lays out the terms and conditions upon which the Parties shall be bound in order to proceed to exchange such properties; and

**WHEREAS**, the COUNTY believes that the proposed location of the new lift station will allow the COUNTY to construct a replacement lift station in order to allow Lift Station C17 to be taken offline, and will make future maintenance efforts more efficient and cost-effective; and

**WHEREAS**, as consideration for this Agreement, the Parties will enter into a lease agreement for THE LLC Property (hereinafter the "Lease") in order for the COUNTY to stage construction equipment, conduct studies of the site, and develop the necessary infrastructure (hereinafter the "Project"); and

**WHEREAS**, as additional consideration for the Exchange Agreement, THE LLC shall provide a utility easement to the COUNTY over THE LLC's Exchange Parcel, which will be recorded upon execution of the Lease. At the time of closing, the COUNTY will vacate any portion of the easement that is no longer needed. This is to ensure that the COUNTY's investment in relocating and constructing the new lift station is protected; and

**WHEREAS**, the Parties understand that the purpose of the Agreement is for the COUNTY to relocate and construct a new lift station and associated utilities infrastructure to mutually benefit

both Parties and, if the Project cannot be completed, for whatever reason, then this Agreement shall be null and void; and

**WHEREAS**, the COUNTY finds this exchange, and associated documents, complies with Brevard County policy and is in accordance with the provisions set forth in Florida law, including, but not limited to, Sections 125.031 and 125.37, Florida Statutes; and

**WHEREAS**, the Board of County Commissioners of Brevard County, Florida (hereinafter the "Board") finds that this exchange will allow the COUNTY to complete the Project, serves a public purpose, is in the public interest, and is necessary and convenient to provide for the public health, safety, and welfare.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Brevard County, Florida, that:

1. The foregoing recitals are incorporated herein and adopted as part of this Resolution.
2. The Exchange Agreement, and associated documents attached thereto, is necessary, will serve a public purpose, and is in the best interest of the public health, safety, and welfare.
3. The Chair of the Board is hereby authorized to sign any and all documents necessary to effectuate the property exchange between the COUNTY and THE LLC.

This Resolution shall take effect immediately and the County Attorney is directed to prepare the necessary instruments. However, the exchange of real property and any interests therein shall not occur prior to the satisfaction of all conditions and closing pursuant to the Exchange Agreement executed between the parties on October 24, 2023.

This Resolution is **PASSED AND ADOPTED** in Regular Session, this 24th day of October 2023.

ATTEST:



Rachel Sadoff, Clerk to the Court

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA



Rita Pritchett, Chair

As approved by the Board on: October 24, 2023

## **EXCHANGE AGREEMENT FOR LIFT STATION C17**

This Exchange Agreement (the "Agreement") is made and entered into on the date of last signature below (the "Effective Date") by and between the following Parties: Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "COUNTY"), whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, and 890 N. Courtenay LLC, a Florida Limited Liability Company, (hereinafter "THE LLC"), whose address is 1765 Rochelle Parkway, Merritt Island, Florida 32952. "Party" or "Parties" means the Parties to this Agreement, individually or collectively as indicated in the context by which it appears.

### **RECITALS**

**WHEREAS**, the COUNTY owns that certain property that is currently used as a sanitary sewer lift station and associated facilities known as Lift Station C17 (hereinafter the "County Property"), identified further in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

**WHEREAS**, the Brevard County Utility Services Department has determined that there is a need to relocate Lift Station C17 to make it more easily accessible for maintenance work and upkeep; and

**WHEREAS**, the COUNTY's current legal access to Lift Station C17 is over an adjacent property that is owned by THE LLC with an address of 890 N. Courtenay Parkway, Merritt Island, Florida 32953 and Brevard County Property Identification Number 24-36-26-01-A (hereinafter "THE LLC Property"), identified further in **Exhibit B**, which is attached hereto and incorporated herein by this reference; and

**WHEREAS**, in order for both Parties to reach a mutually beneficial solution, THE LLC will exchange a portion of THE LLC Property with the COUNTY (hereinafter "THE LLC's Exchange Parcel"), identified further in **Exhibit C**, which is attached hereto and incorporated herein by this reference, for the County Property shown on Exhibit A; and

**WHEREAS**, this Agreement lays out the terms and conditions upon which the Parties shall be bound in order to proceed to exchange such properties; and

**WHEREAS**, the COUNTY believes that the proposed location of the new lift station will allow the COUNTY to construct a replacement lift station in order to allow Lift Station C17 to be taken offline, and will make future maintenance efforts more efficient and cost-effective; and

**WHEREAS**, as consideration for this Agreement, the Parties will enter into a lease agreement for THE LLC Property (hereinafter the "Lease"), which is attached hereto as **Exhibit D** and incorporated herein by this reference, in order for the COUNTY to stage construction equipment, conduct studies of the site, and develop the necessary infrastructure (hereinafter the "Project"); and

**WHEREAS**, as additional consideration for this Agreement, THE LLC shall provide a utility easement to the COUNTY over THE LLC's Exchange Parcel, which will be recorded upon execution of the Lease. At the time of closing, the COUNTY will vacate any portion of the easement that is no longer needed. This is to ensure that the COUNTY's investment in relocating and constructing the new lift station is protected; and

**WHEREAS**, the Parties understand that the purpose of this Agreement is for the COUNTY to relocate and construct a new lift station and associated utilities infrastructure to mutually benefit both Parties and, if the Project cannot be completed, for whatever reason, then this Agreement shall be null and void; and

**WHEREAS**, both Parties desire to effectuate this exchange in accordance with the provisions set forth in Florida law, including, but not limited to, Sections 125.031 and 125.37, Florida Statutes, and the terms as set forth herein; and

**WHEREAS**, the Board of County Commissioners of Brevard County, Florida (hereinafter the "Board") hereby finds that the lease is needed for a public purpose and, upon the completion and satisfaction of the terms and conditions outlined herein, the COUNTY will no longer need the County Property, nor certain associated easements, for County purposes and the exchange contemplated herein will be in the best interest of the COUNTY; and

**WHEREAS**, the Parties agree that time is of the essence and that the Parties shall work together to get any necessary notices published, to split the cost of publishing any such notices, and to execute any required documents.

**NOW, THEREFORE**, in consideration of the promises, covenants and conditions set forth in this Contract, as set forth below, the Parties, and their respective successors and assigns, do agree as follows:

1. **Recitals.** The recitals set forth above are incorporated by reference into this Contract and the matters set forth in those recitals are true and correct.

2. **Exchange, Consideration, and Conditions.**

As consideration for this Agreement, the Parties agree to perform or otherwise complete the conditions set forth below. Once the below conditions have been met or otherwise satisfied, the COUNTY and THE LLC agree to exchange the County Property for THE LLC Exchange Parcel. If the Project cannot be completed for whatever reason, including, but not limited to, lack of appropriations or site limitations, then this Agreement shall become null and void, and once the COUNTY returns THE LLC Property to the same or similar condition as existed at the start of the Lease, then neither Party shall have any further rights or obligations hereunder.

A. LEASE AGREEMENT

- i. Upon approval of this Agreement by the Board, the Parties agree to enter into the lease agreement attached hereto as **Exhibit D** (hereinafter the "Lease").

- ii. The purpose of the Lease is to allow the COUNTY continued, uninterrupted access to, use of, and otherwise unrestricted control over THE LLC Property during the course of the Lease to ensure the COUNTY can complete site studies; store and/or stage construction equipment onsite; construct the new lift station; remove the old lift station and remove and/or abandon in place any utilities that are no longer needed onsite; and conduct necessary construction activities relating to the new lift station, and associated infrastructure made necessary under this Agreement, that will replace the existing Lift Station C17.
- iii. The Lease will cover the entirety of THE LLC Property and will identify THE LLC's Exchange Parcel, i.e., where the new lift station is intended to be located. The Parties understand and agree that the design of the Project has not yet been completed and, as a result, any necessary easement(s) and the final boundary of THE LLC's Exchange Parcel cannot be conclusively established until the COUNTY and/or its contractor(s) are able to examine the site and begin construction of the Project. If additional property is needed outside of the 40-by-40 foot parcel conceptually shown at **Exhibit C**, then the process outlined in Section 3.A. below shall be followed.
- iv. As a condition of the Lease, THE LLC will give the COUNTY an easement over an approximately 40-by-40 foot parcel conceptually shown at **Exhibit C** in order for the COUNTY to construct the new lift station and associated utility infrastructure, pending the final recommendation of the COUNTY's design engineer.

**B. COUNTY OBLIGATIONS**

- i. During the Lease Term, the Parties understand that the COUNTY will be designing and generally constructing, based on said design plans, a new lift station and associated infrastructure on THE LLC Property. If the Project cannot be completed then this Agreement shall be null and void, and no exchange of properties shall take place.
- ii. If the Project is completed during the Lease Term, once the COUNTY has obtained all outstanding approvals for the new lift station and associated infrastructure from any authority(ies) having jurisdiction, the COUNTY will notify THE LLC that the closing can proceed (hereinafter the "Notification"). Any final surveys and legal descriptions for THE LLC's Exchange Parcel shall be provided at this time. The Parties shall agree on a closing date within ten (10) days of the Notification. The closing date shall take place within sixty (60) days of the Notification.
- iii. Prior to closing, the COUNTY shall pay half the cost of a decorative concrete block wall 8 feet high along the west and south boundary of the new lift station to be placed on THE LLC Property. Following installation/construction of the wall, the wall's maintenance obligations shall be the sole responsibility of the owner



of THE LLC Property, which is currently THE LLC, but includes its successors in interest or assigns. The Board finds that the height of such wall is in the public interest and will ensure the new lift station is better protected and camouflaged. This provision shall survive closing.

- iv. At the time of closing, the COUNTY shall also record any necessary document(s) to release, terminate, or otherwise vacate any easement(s) identified in **Exhibit F** that are no longer needed by the COUNTY to access Lift Station C17 and its associated infrastructure. Such release shall take place after a public hearing by the Board and in substantial form to the release attached hereto as **Exhibit G**. In accordance with applicable rules and regulations, a public hearing will be held wherein the Board will determine whether such easement(s) that are no longer needed can be vacated. The Brevard County Utility Services Department will support the vacating of any easements that are no longer needed to access Lift Station C17 and its associated infrastructure. This public hearing will take place before closing.
- v. If the COUNTY receives verified complaints that there are odors emitting from the new lift station, the COUNTY will install an odor control unit on the lift station. The Parties understand that the installation of the odor control unit will not take place unless and until complaints are verified by Brevard County Code Enforcement.
- vi. The COUNTY will provide a credit for the previously reserved capacity for the carwash that was previously located on THE LLC property, but will not waive future impact fees, if applicable.
- vii. At the time of closing, the COUNTY shall execute and/or deliver or cause to be delivered to THE LLC the following closing documents:
  - a. A County Deed, in substantial form to the one identified in **Exhibit E**, conveying the County Property described in **Exhibit A** to THE LLC subject only to matters either consented to or not timely objected to by THE LLC. The COUNTY shall convey its respective parcel(s) with any mineral rights, including oil, gas, and other hydrocarbon substances located in, on and/or under the land, if any, it may have pursuant to Section 270.11, Florida Statutes.
  - b. No deposit is required.
  - c. An appropriate and customary mechanic's lien and gap affidavit in form reasonably required by THE LLC's title company.
  - d. An affidavit of exclusive possession to the County Property.
  - e. Proof of publication of the notice required under Section 125.37, Florida Statutes.
  - f. A closing statement and such other documents as are reasonably necessary to effectuate this transaction.

- g. The COUNTY will have any necessary easement document(s) drafted for review by the Board.
- h. The COUNTY shall be responsible for paying the recording costs associated with this exchange.
- i. All other documents or things reasonably required to be delivered to the other or by the Title Agent to evidence each Party's ability to transfer the property. At Closing, each Party shall execute counterpart closing statements and such other documents as are reasonably necessary to consummate this transaction.

**C. THE LLC OBLIGATIONS**

- i. As consideration for the Lease, THE LLC shall grant an easement over THE LLC's Exchange Parcel to the COUNTY to ensure the COUNTY's new lift station and associated infrastructure is protected during the construction phase. Prior to closing, any portion of THE LLC's Exchange Parcel that is no longer needed by the COUNTY will be vacated.
- ii. Once THE LLC has received the Notification from the COUNTY, the Parties shall agree on a closing date within ten (10) days of the Notification. The closing date shall take place within sixty (60) days of the Notification.
- iii. At the time of closing, THE LLC shall transfer THE LLC's Exchange Parcel identified in **Exhibit C** to the COUNTY on the warranty deed in substantial form to the one identified in **Exhibit H**. THE LLC shall convey its respective parcel(s) with any mineral rights, including oil, gas, and other hydrocarbon substances located in, on and/or under the land. No deposit is required.
- iv. Prior to closing, THE LLC shall pay half the cost of a decorative concrete block wall 8 feet high along the west and south boundary of the new lift station to be placed on THE LLC Property. Following installation/construction of the wall, the wall's maintenance obligations shall be the sole responsibility of the owner of THE LLC Property, which is currently THE LLC, but includes its successors in interest or assigns. This provision shall survive closing.
- v. At the time of closing, only easement(s) required for the COUNTY to access and maintain the new lift station and associated infrastructure will be finalized and recorded.
- vi. At the time of closing, THE LLC shall execute and/or deliver or cause to be delivered to the COUNTY the following closing documents:
  - a. A Warranty Deed, in substantial form to the one identified in **Exhibit H**, conveying THE LLC's Exchange Parcel described in substantial form in **Exhibit C** to the COUNTY subject only to matters either consented to or not timely objected to by the COUNTY. THE LLC shall convey its respective parcel(s) with any mineral rights, including oil, gas, and other hydrocarbon substances located in, on and/or under the land.

- b. No deposit is required.
- c. An appropriate and customary mechanic's lien and gap affidavit in form reasonably required by the COUNTY title company.
- d. An affidavit of exclusive possession to THE LLC's Exchange Parcel.
- e. A closing statement and such other documents as are reasonably necessary to effectuate this transaction.
- f. All other documents or things reasonably required to be delivered to the other or by the Title Agent to evidence each Party's ability to transfer the property. At Closing, each Party shall execute counterpart closing statements and such other documents as are reasonably necessary to consummate this transaction.

**3. Additional Obligations and Contingencies.** The Parties will complete the following contingencies before exchanging properties and proceeding to closing:

- A. The legal description for THE LLC's Exchange Parcel must be agreed to in substantial conformance with the map attached hereto as **Exhibit C**. If a substantial change to the boundaries is needed as determined by the Utility Services Department Director, or his/her designee, then an amendment shall be brought before the Board for consideration. The Parties understand that, once the Project is completed, there may be a need to modify the boundaries of THE LLC's Exchange Parcel, to ensure the new lift station and associated infrastructure can be accessed and maintained by the COUNTY. If additional property is needed by the COUNTY beyond the 40-by-40 foot parcel conceptually shown at **Exhibit C**, then the COUNTY and THE LLC shall mutually agree on an appraiser who will assess the value of the additional land needed by the COUNTY for the new lift station. The COUNTY, in its sole discretion, may either purchase an easement over the additional land or fee simple ownership. If the COUNTY's design or construction plans require, THE LLC shall provide said modifications and additional easements along THE LLC Property boundaries: one along Courtney Parkway and one along Catalina Isles Drive. The COUNTY will strive to ensure all work takes place within County rights-of-way when possible. However, if a route is too costly or impractical, in the sole discretion of the COUNTY, then THE LLC may grant any additional easements over THE LLC Property that may be reasonably needed by the COUNTY to complete the Project. If THE LLC fails to grant such necessary easement(s) and the Project cannot be reasonably completed, this Agreement may be terminated by the COUNTY. If this Agreement is terminated, any easements granted by THE LLC to the COUNTY for the new lift station shall be extinguished or vacated by the COUNTY, whatever the case may be.

If the easements are required, then vegetative landscaping, parking, signage, utilities, or drainage utilities, and other non-permanent uses, will be permitted. A copy of the COUNTY's standard utility easement template is attached at **Exhibit I** as an example.

- B. The Parties will conduct any inspections and evaluations, title examinations, and surveying of the respective parcels, as permitted by this Agreement.
- C. Once the new lift station is operational, the COUNTY will remove or abandon in place the existing Lift Station C17, and any associated infrastructure that is no longer needed, located on the County Property. The COUNTY typically removes the first 5' of the wet well, leaving the remainder in place, and abandons the below-grade pipes in place. The County will fill, with clean fill dirt, the entire abandoned well to ground level prior to the Exchange. Any COUNTY infrastructure located within the COUNTY easements identified in **Exhibit F** and that is no longer needed for COUNTY purposes will either be abandoned in place or, if above ground, removed.
- D. Any new location of ingress/egress onto Catalina Isle Drive from the parcel at **Exhibit B** will not be restricted to turning right or left so long as it is placed outside the influence of the intersection. Based on currently available information, it is currently the COUNTY's understanding that a location of ingress/egress placed adjacent to the proposed lift station location at **Exhibit C** will be outside of the influence of the intersection.
- E. **LIABILITY.** Both Parties agree to be responsible for the negligent, reckless, and/or intentional wrongful acts or omissions of their respective employees, agents, officers, and other personnel (hereinafter "agents"), for any and all claims, damages, losses, and expenses, including attorney's fees arising out of resulting from the performance of their respective activities under this Lease, where such claim, damage, loss, or expense is caused by their respective agents.

The COUNTY's indemnity and liability obligations hereunder shall be subject to the COUNTY's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes, as may be amended. Nothing herein is intended to inure to the benefit of any third party for the purposes of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of the COUNTY's sovereign immunity.

The Parties acknowledge that specific consideration has been exchanged for this provision. The Parties acknowledge that the COUNTY may self-insure. This provision shall survive closing.

#### 4. **Definitions and Conditions.**

- A. As used in this Agreement, as to each parcel, the Party who is receiving a deed to the parcel is the "Acquiring Party" (or "Buyer") for that parcel, and the Party who is surrendering its property and executing the deed for that parcel is the "Relinquishing Party" (or "Seller").
- B. Time is of the Essence in this Agreement. Unless expressly stated otherwise, all time periods herein shall be calculated using business days. For purposes of this Agreement, any time period that falls on a Saturday, Sunday or legal holiday under laws of the State of Florida, will be extended to the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time where the Property is located.
- C. Upon written agreement between the Parties, the applicable timeframes established below may be shortened or lengthened, as needed.
- D. Each Acquiring Party shall receive the property in "as-is" condition.
- E. Neither Party shall have the right to assign, transfer, or assume this Agreement, or any portion of the duties and responsibilities of this Contract, without the other Party's prior written consent.
- F. Each Party shall take title subject to: (1) the County's Comprehensive Plan regulations, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; and (2) Recorded Contracts and other matters of public record.
- G. Certified, confirmed and ratified special assessment liens on a parcel as of date of closing are to be paid by the Relinquishing Party. Pending liens on a parcel as of date of closing shall be assumed by the Acquiring Party. If the improvement has been substantially completed as of the date this Agreement was approved by the Board at the public hearing, any pending lien shall be considered certified, confirmed or ratified and the Relinquishing Party shall, at closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.
- H. Closing date shall be the date mutually agreed to by the Parties that, unless agreed to in writing by the Parties, shall take place within sixty (60) days of the Notification.

**5. Occupancy; Brokers; Warranties.**

- A. Both Parties represent to the other that with respect to its respective parcel, there are no other occupants in possession of such property except itself and that there is no brokerage commission or like fee compensation due to any party with respect to the conveyance of the property contemplated herein. If a claim for commission in connection with this transaction is made by any broker, salesperson, or finder claiming to have dealt through or on behalf of one of the Parties hereto ("Indemnitor"), Indemnitor shall indemnify, defend, and hold harmless the other Party hereunder ("Indemnitee"), and Indemnitee's officers, directors, agents, and representatives, from and against all liabilities, damages, claims, costs, fees and expenses whatsoever (including reasonable attorney's fees and costs) with respect to said claim for commission. This provision shall survive closing.

- B. Each Party warrants that the person signing this Agreement, the Lease, the deed on behalf of each respective Party, and any documents vacating or granting easements has all necessary authority to sign and bind the Party.
- C. Each Party warrants that it is not a foreign person or foreign entity within the meaning of Section 1445(f) of the Internal Revenue Code.
- D. At the time of closing, each Party warrants to the other that there are no leases, contracts or agreements encumbering their respective properties to be exchanged, and that it shall not enter into any new leases, contracts or agreements impacting those parcels that would otherwise interfere with this exchange.
- E. Each Party warrants that the County Property and THE LLC's Exchange Parcel shall be conveyed free of mortgages or other encumbrances, except those of matters of record, and any security interests in personal property.
- F. Each Party represents that to the best of its knowledge, no hazardous substance or toxic waste (defined in Section 11 below) are or have been stored upon, or contaminate, their respective properties to be exchanged, or used in connection with each property to be exchanged herein, nor are any hazardous substances or toxic waste or other pollutants contained upon or under each property, directly or indirectly, into any body of water; and that each Relinquishing Party knows of no underground tank located on or under each property.
- G. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. Section 404.056, Florida Statutes.
- H. Both Parties warranties and representations shall be true and correct as of the date hereof and as of the Closing Date as if made on the Closing Date. This section shall survive closing.

**6. Inspections.**

Within twenty (20) days after the COUNTY has issued the Notification, the Relinquishing Party shall, to the extent within Relinquishing Party's possession or control, deliver to the Acquiring Party true, correct and complete copies of Relinquishing Party's prior title insurance policy, existing survey, and existing Phase I environmental site assessment report, permits, and any other relevant information pertaining to the Property. As to each parcel, each Party shall have 60 days after the Notification within which to complete physical inspection and evaluation of the property for environmental, hazardous materials, suitability for development, access, drainage and subsurface conditions. In the event a Phase I environmental assessment meeting ASTM standards is prepared and environmental issues objectionable to the Acquiring Party are detected, the Relinquishing Party shall: (1) take all steps necessary to address Acquiring Party's objections prior to the

expiration of the 60-day inspection period, if possible; or (2) if acceptable to the Acquiring Party, the Relinquishing Party 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 the Acquiring Party and Acquiring Party may decline to allow the Relinquishing Party to clean up or to proceed to a Phase II assessment. Likewise, if the Phase II assessment reveals contamination objectionable to the Acquiring Party, the Acquiring Party may terminate this Agreement. Alternatively, the Acquiring Party may grant the Relinquishing Party an additional 90 days to clean up the site after the Phase II assessment, but the Acquiring Party is not required to do so. The Relinquishing Party shall allow the Acquiring Party, 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, the Acquiring Party 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(s). If clean up after a Phase II assessment is attempted, but unacceptable to the Acquiring Party, the Acquiring Party shall receive a full refund of its deposit.

**7. Title; Title Insurance.**

- A. The COUNTY shall provide marketable title to the County Property which shall be conveyed to THE LLC by County deed. At least twenty (20) days prior to the closing date, a title insurance commitment for the County Property may be obtained by THE LLC, at THE LLC sole expense, which shall be issued by a Florida licensed title insurer with THE LLC as the insured, with legible copies of instruments listed as exceptions attached thereto (hereinafter the "THE LLC's Title Commitment") and, after closing, an owner's policy of title insurance (hereinafter the "THE LLC's Owner's Policy") shall be obtained and delivered to THE LLC. THE LLC shall designate the closing agent and pay for THE LLC's Owner's Policy and premium charges due in connection therewith, including charges for closing services.
- B. THE LLC shall provide marketable title to THE LLC's Exchange Parcel which shall be conveyed to the COUNTY by warranty deed. At least twenty (20) days prior to the closing date, a title insurance commitment for THE LLC's Exchange Parcel may be obtained by the COUNTY, at the COUNTY's sole expense, which shall be issued by a Florida licensed title insurer with the COUNTY as the insured, with legible copies of instruments listed as exceptions attached thereto (hereinafter the "County Title Commitment") and, after closing, an owner's policy of title insurance (hereinafter the "County's Owner's Policy") shall be obtained and delivered to the COUNTY. The COUNTY shall designate the closing agent and pay for County's Owner's Policy and premium charges due in connection therewith, including charges for closing services.

C. Title Defects. Either Party that obtains a title policy shall have ten (10) business days after receipt of the respective title commitments to examine them and notify the other Party in writing specifying defect(s), if any that render title unmarketable. Each Party shall have thirty (30) calendar days. Each Party shall have thirty (30) calendar days ("Cure Period") after receipt of the other Party's notice to take reasonable diligent efforts to remove defects. If either Party fails to notify the other Party, such Party shall be deemed to have accepted title as it then is. If either Party cures the noticed defects within the Cure Period, such Party will deliver written notice to the other Party (with proof of cure acceptable to the receiving Party and their attorney) and the Parties will close this exchange on the closing date (or if the closing date has passed, within ten (10) business days after the receiving Party's receipt of the other Party's notice).

If either Party is unable to cure defects within the Cure Period, then the Party that gave notice of the title defect may, within five (5) business days after expiration of the Cure Period, deliver written notice to the other Party:

- i. Extending the Cure Period for a specified period not to exceed one hundred twenty (120) calendar days within which the noticed Party shall continue to use reasonable, diligent efforts to remove or cure the defects (hereinafter "Extended Cure Period");
- ii. Elect to accept title with existing defects and close this exchange on the closing date (or if the closing date has passed, within the earlier of ten (10) business days after end of the Extended Cure Period or other Party's notice); or
- iii. Elect to terminate this Agreement, thereby releasing the COUNTY and THE LLC from all further obligations under this Agreement. If after reasonable diligent effort either Party is unable to timely cure defects and the other Party does not waive the defects, this Agreement shall terminate, thereby releasing the COUNTY and THE LLC from all further obligations under this Agreement.

D. Either Party may secure an additional title commitment prior to closing, and if such updates should reveal any matter rendering title unmarketable and not disclosed in the original title commitment and not caused by, through, or under the COUNTY as to the County Property or THE LLC as to THE LLC's Exchange Parcel, the affected Party may notify the other Party of the new defect. Each Party shall have ten (10) calendar days after receipt to take reasonable, diligent efforts to remove the new defect(s). If the defect(s) cannot be cured in a timely fashion, then one of the options provided for in Section 7.C.i.-iii. above can be elected.

#### **8. Survey.**

Each Party shall have the parcel or sub-parcel, as applicable, that it is relinquishing, surveyed and certified by a registered Florida surveyor at its own expense on or before the expiration of the timeframe for inspections. If the 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, covenants or applicable governmental regulation, the same shall constitute a title defect. In the event that at the end of the inspection period, the boundary survey has been ordered but not completed, either Party may request that the inspection period be extended solely for the purpose of completing the survey, and for no other inspection. In such event, the requesting Party's inspection period shall end ten (10) days after the Party's receipt of the boundary survey.

**9. Tax Proration/Credits.**

Taxes, assessments, interest, insurance and other expenses and revenue of Property shall be prorated through day of closing. Acquiring Party 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. Security deposits will be credited to the Acquiring Party and escrow deposits held by mortgagee will be credited to the Relinquishing Party. 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 Party, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.

**10. Closing; Closing Costs; Additional Expenses.**

- A. Closing shall take place simultaneously at a date mutually agreed upon within sixty (60) days of the Notification, or as otherwise agreed to. At the time of closing all documents of exchange and all other necessary closing documents shall be delivered and all expenses of closing shall be paid. The deeds shall be recorded upon clearance of funds. Both conveyances (i.e., the conveyance from THE LLC to the COUNTY and the conveyance from the COUNTY to THE LLC, as well as any easements that need be vacated or granted) shall occur simultaneously as an exchange of properties upon the terms and conditions set forth in this Contract, and each conveyance shall be a

condition precedent to the other. Any easements that are to be vacated or granted, by either Party, shall be prepared and ready to be recorded at the time of closing as well.

- B. Each Party shall pay for the cost of performing or obtaining the survey for the parcel that it is relinquishing. As to the parcel each Party is acquiring, that Party shall pay for the cost of any state documentary stamps, title insurance commitments and policies pursuant to this Contract, the cost of recording the deeds, and any other normal and customary closing costs. Each Party shall pay its own attorney's fees incurred in connection with the negotiation, preparation, execution, and closing of this Contract. The Parties may agree to use the COUNTY's preferred title company as the closing agent, and to split the cost of the title company's closing services between the two Parties; or the Parties may agree to have the COUNTY perform as the closing agent.

#### **11. Representations.**

- A. THE LLC hereby represents and warrants to the COUNTY that, during its period of ownership of THE LLC Property and THE LLC's Exchange Parcel, it has not received any citation, notice of violation, or other written communication from any governmental authority or third party stating that hazardous materials (defined below) may exist on or under the referenced property(ies). To the best of the knowledge of THE LLC there are no existing violations of any environmental laws (defined below) with respect to THE LLC Property and THE LLC's Exchange Parcel, and there are no underground or aboveground storage tanks on said properties.
- B. The COUNTY hereby represents and warrants to THE LLC that, during its period of ownership of the County Property, it has not received any citation, notice of violation, or other written communication from any governmental authority or third party stating that hazardous materials (defined below) may exist on or under the referenced property(ies). To the best of the knowledge of the COUNTY there are no existing violations of any environmental laws (defined below) with respect to the County Property, and there are no underground or aboveground storage tanks on said properties.
- C. For purposes of this Agreement, the term "environmental laws" shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted promulgated, or amended, of any applicable governmental entity with jurisdiction over the properties, regulating or concerning the release of hazardous materials into the environment (including, without limitation, ambient air, surface water, ground water, land, or soil).
- D. For purposes of this Agreement, the term "hazardous materials" shall mean any substance which is or contains (i) any hazardous substance as now or hereafter defined

in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. 9601 et seq.) ("C.E.R.C.L.A.") or any regulations promulgated under or pursuant to C.E.R.C.L.A.; (ii) any hazardous waste now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.) ("R.C.R.A.") or regulations promulgated under or pursuant to R.C.R.A.; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; and (v) any additional substances or material which are now or hereafter regulated or considered to be hazardous or toxic under environmental laws. The term hazardous materials shall not include customary cleaners and solvents or other substances in quantities typically used in the ordinary course of business.

**12. Conveyance.**

The COUNTY's conveyance to THE LLC shall be made by County Deed pursuant to Section 125.411, Florida Statutes, as attached as **Exhibit E** in this Agreement. THE LLC conveyance to the COUNTY shall be made by Warranty Deed.

**13. Licensing.**

All contractors, subcontractors, consultants, subconsultants, engineers, or other required professionals employed or contracted by either Party to perform the requirements of this Agreement shall be properly licensed as required by the State of Florida and the County. This Section shall survive closing.

**14. Notices.**

Any notice to be delivered to either Party under this Agreement or by any statute, decision, or rule of law shall be in writing and may be served personally or sent by registered or certified mail until a different address is furnished in writing addressed as follows:

890 N Courtenay LLC  
c/o Michael DiChristopher  
1765 Rochelle Parkway  
Merritt Island, Florida 32952

BREVARD COUNTY:  
c/o Land Acquisition  
2725 Judge Fran Jamieson Way, Building A  
Viera, Florida 32940

Any such notice, if necessary, shall be deemed given as of the date delivered, if served personally, or as of the date post-marked when deposited in any Post Office Box regularly maintained by the United States Postal Service, if mailed.

**15. Miscellaneous.**

- A. The terms, conditions, warranties, covenants, and obligations contained in this Agreement shall in every case apply to and be binding on the Parties and their respective successors and assigns.
- B. This Agreement, and the obligations hereunder, may be assigned by either Party with advance written notice to the other Party. Notice shall be provided within ten (10) calendar days of any such assignment. Such notice shall include contact information for the assignee. The Party assigning the rights and obligations hereunder shall be responsible for providing updated documents needed to effectuate this Agreement that reflect the change in party.
- C. This Agreement shall be interpreted under the laws of the State of Florida. The venue of any litigation arising out of this Contract shall be in Brevard County, Florida. **THE PARTIES AGREE ANY TRIAL SHALL BE NON-JURY AND THAT EACH HEREBY WAIVES ANY RIGHT TO A JURY TRIAL.** In the event of any legal action to enforce the terms of this Lease, the prevailing Party shall be entitled to attorney's fees and costs.
- D. The section and paragraph headings given throughout this Agreement have been inserted only for convenience in reference and in no way limit, describe, or define the scope of this Agreement or any sections, paragraphs, or provisions thereof.
- E. Severability. In the event any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
- F. This Agreement contains the entire understanding of the parties. Each Party acknowledges that it has been advised, or has had the opportunity to be advised, by its own counsel with respect to the transaction governed by this Agreement. Consequently, this Agreement shall not be more strictly or more harshly construed against either Party as the drafter. There are no oral understandings, terms, or conditions and neither party has relied upon any representations, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement. No modification to or change in this Agreement shall be valid or binding upon the Parties unless in writing and executed by the Parties.
- G. This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same Agreement. A facsimile or similar electronic transmission of a counterpart signed by a party hereto shall be regarded as an original signed by such party for all purposes.

- H. Each Party, without further consideration, shall take such action, execute and deliver such documents as the other may reasonably request to correct or effectuate the purpose of this Agreement.
- I. The Parties understand that the COUNTY is subject to Florida's Public Records Laws, including Chapter 119, Florida Statutes. All documents, papers, books, records and accounts made or received in conjunction with this Agreement, and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY. If THE LLC believes any records or documents associated to this Agreement are exempt or confidential under Florida law, then it shall identify such records and the applicable statutory reference establishing such information as exempt and/or confidential. Should the COUNTY face any legal action to enforce inspection or production of the records within THE LLC's possession and control, THE LLC agrees to indemnify and hold harmless the COUNTY for all damages and expenses, including attorney's fees and costs, for failure to provide such records.
- J. This Agreement shall not be recorded in the Public Records of Brevard County, Florida, until closing.

(Signature Page Follows)

IN WITNESS WHEREOF each Party has caused this Agreement to be executed in its name by its legally authorized representative on the last day and year annotated below.

WITNESSES

Lisa J. Krusa  
Name

[Signature] 9/29/23  
Signature Date

Lucy Hamelers  
Name  
[Signature] 9-29-23  
Signature Date

Attest:

[Signature]  
Rachel Saddoff, Clerk of the Courts

890 N. Courtenay, LLC

BY: [Signature]  
Michael DiChristopher, Manager

DATE: 9/29/2023

Brevard County, Florida

BY: [Signature]  
Rita Pritchett, Chair

DATE: Oct 24, 2023

As approved by the Board on:

Oct 24, 2023

Approved as to legal form and content  
solely for Brevard County:

BY: [Signature]  
Deputy County Attorney

# LEGAL DESCRIPTION

## PARCEL 100

PARENT PARCEL ID#: 24-36-26-01-A.4

PURPOSE: FEE SIMPLE CONVEYANCE

## EXHIBIT "A"

SHEET 1 OF 3

NOT VALID WITHOUT SHEETS 2/3 OF 3

THIS IS NOT A SURVEY

**LEGAL DESCRIPTION:** OFFICIAL RECORDS BOOK 2877, PAGE 2804, DESIGNATED AS PARCEL 100  
A PARCEL OF LAND BEING ALL THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2877, PAGE 2804 AS FOLLOWS:

LEGAL DESCRIPTION FOR LIFT STATION: A PARCEL OF LAND BEING A PORTION OF TRACT "A" OF CATALINA ISLES ESTATES UNIT ONE, AS RECORDED IN PLAT BOOK 17, PAGE 72, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CATALINA ISLE DRIVE AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 3 (NORTH COURTENAY PARKWAY); THENCE RUN N89°31'00"E ALONG SAID SOUTH LINE, 257.76 FEET; THENCE RUN S00°29'00"E, 129.26 FEET TO THE POINT OF BEGINNING; THENCE RUN S79°13'31"W, 30.49 FEET; THENCE RUN N00°29'00"W, 35.45 FEET; THENCE RUN N89°31'00"E, 30.00 FEET; THENCE RUN S00°29'00"E, 30.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 981.71 SQUARE FEET OR 0.023 ACRES MORE OR LESS.



Digitally signed  
by Sherry  
Manor

Date:  
2023.09.29  
09:17:35 -04'00'

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COMMISSIONERS

SHERRY LEE MANOR, PSM - LS# 6961  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117, CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L & S  
Diversified

DRAWN BY: M.SANTAMARINA	CHECKED BY: B.ALEXANDER	PROJECT NO. 230091			SECTION 26 TOWNSHIP 24 SOUTH RANGE 36 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 9/27/2023	SHEET: 1 OF 3				

# NOTES AND ABBREVIATIONS

## PARCEL 100

PARENT PARCEL ID#: 24-36--26-01-A.4

PURPOSE: FEE SIMPLE CONVEYANCE

EXHIBIT "A"

SHEET 2 OF 3

NOT VALID WITHOUT SHEETS 1/3 OF 3

**THIS IS NOT A SURVEY**

### SURVEYORS NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO SHOW THE RELATIONSHIP OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2877, PAGE 2804.
2. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
3. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN ELECTRONIC COMPUTER GENERATED SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THE BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF CATALINA ISLE DRIVE AS BEING NORTH 89°31'00" EAST.
5. NO TITLE WORK WAS PROVIDED BY THE CLIENT.

### SYMBOLS AND ABBREVIATION

#### LEGEND:

AKA = ALSO KNOWN AS  
COR = CORNER  
ESMT = EASEMENT  
FDOT = FLORIDA DEPARTMENT OF  
TRANSPORTATION  
ORB = OFFICIAL RECORDS BOOK  
NO. = NUMBER  
PB = PLAT BOOK  
PG = PAGE

POC = POINT OF COMMENCEMENT  
POB = POINT OF BEGINNING  
SQ FT = SQUARE FEET  
R/W = RIGHT-OF-WAY  
SEC = SECTION  
R = RADIUS  
L = ARC LENGTH  
Δ = DELTA  
C = CHORD DISTANCE  
CD = CHORD BEARING



Digitally signed  
by Sherry Manor

Date:  
2023.09.29  
09:17:52 -04'00'

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COMMISSIONERS

SHERRY LEE MANOR, PSM - LS# 6961  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117, CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L & S  
Diversified

DRAWN BY: M.SANTAMARINA

CHECKED BY: B.ALEXANDER

PROJECT NO. 230091

DATE: 9/27/2023

SHEET: 2 OF 3

REVISIONS

DATE

DESCRIPTION

SECTION 26

TOWNSHIP 24 SOUTH  
RANGE 36 EAST



# SKETCH OF DESCRIPTION

## PARCEL 100

PARENT PARCEL ID#: 24-36-26-01-A.4  
PURPOSE: FEE SIMPLE CONVEYANCE

## EXHIBIT "A"

SHEET 3 OF 3

NOT VALID WITHOUT SHEETS 1/2 OF 3

**THIS IS NOT A SURVEY**



TAX PARCEL 24-36-26-01-A.3  
PER ORB 9274, PG 219

TAX PARCEL  
24-36-26-01-A.4  
PER ORB 2877, PG 2804  
DESIGNATED AS PARCEL 100

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S79°13'31"W	30.49'
L2	N00°29'00"W	35.45'
L3	N89°31'00"E	30.00'
L4	S00°29'00"E	30.00'

BASIS OF BEARING  
N89°31'00"E 257.76'

S R/W LINE OF  
CATALINA ISLE DR

CATALINA ISLE DRIVE  
60' PUBLIC R/W  
PER PB 17, PG 72

25' BUILDING SETBACK  
PER PB 17, PG 72

TAX PARCEL 24-36-26-01-A  
PORTION OF TRACT "A", CATALINA ISLE ESTATES UNIT 1  
PLAT BOOK 17, PAGE 72  
PER ORB 9841, PG 2301  
DESIGNATED AS PARCEL 101

15' WIDE DRAINAGE ESMT  
PER ORB 939, PG 685

VACATED UTILITY & DRAINAGE ESMT  
PER ORB 901, PG 165

15' WIDE PUBLIC R/W FOR  
DRAINAGE AND UTILITIES PER PB 17, PG 72

S LINE PER ORB 9481, PG 2301  
N LINE PER ORB 1282, PG 638

22.5' WIDE PUBLIC R/W ESMT PER PB 2, PG 98  
(REMAINDER OF 30' R/W AFTER VACATE)  
& ORB 1282, PG 638 (TO BREVARD COUNTY)

TAX PARCEL 24-36-26-02-A  
PER ORB 8503, PG 1495

TAX PARCEL  
24-36-26-02-A.5  
PER ORB 7277  
PG 2431

30' WIDE PUBLIC R/W ESMT  
PER PB 2, PG 98 &  
ORB 1241, PG 982  
(TO BREVARD COUNTY)

TAX PARCEL 24-36-26-02-A.2  
PER ORB 5749, PG 4838

STATE ROAD 3

(AKA COURTENAY PARKWAY)

100' PUBLIC R/W PER FOOT R/W MAP SECTION NO. 70140

PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117  
CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L & S  
Diversified

SCALE:  
1" = 40'  
PROJECT NO.:  
230091

SECTION 26  
TOWNSHIP 24 SOUTH  
RANGE 36 EAST

# LEGAL DESCRIPTION

## PARCEL 101

PARENT PARCEL ID#: 24-36-26-01-A

PURPOSE: OFFICIAL RECORDS BOOK 9841, PAGE 2301  
DESIGNATED AS PARCEL 101

## EXHIBIT "B"

SHEET 1 OF 3

NOT VALID WITHOUT SHEETS 2/3 OF 3

THIS IS NOT A SURVEY

### LEGAL DESCRIPTION (PER OFFICIAL RECORDS BOOK 9841, PAGE 2301, DESIGNATED AS PARCEL 101):

A PARCEL OF LAND BEING A PORTION OF TRACT "A" OF CATALINA ISLE ESTATES UNIT ONE, AS RECORDED IN PLAT BOOK 17, PAGE 72, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A PORTION OF THE NE 1/4 OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE, AND THE EAST RIGHT OF WAY LINE OF STATE ROAD 3 (NORTH COURTENAY PARKWAY); THENCE RUN NORTH 89°31'00" EAST, ALONG SAID SOUTH LINE OF CATALINA ISLE DRIVE, 257.76 FEET; THENCE RUN SOUTH 00°29'00" EAST, 129.26 FEET; THENCE RUN SOUTH 79°13'31" WEST, 65.00 FEET; THENCE RUN SOUTH 89°31'00" WEST, 178.14 FEET TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 3, SAID BEING A CIRCULAR CURVE CONCAVE TO THE WEST, THE CENTER OF WHICH BEARS SOUTH 84°33'52" WEST FROM SAID POINT OF INTERSECTION; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 294.79 FEET, THROUGH A CENTRAL ANGLE OF 2°47'11" FOR AN ARC DISTANCE OF 141.75 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: A PARCEL OF LAND BEING A PORTION OF TRACT "A" OF CATALINA ISLES ESTATES UNIT ONE AS RECORDED IN PLAT BOOK 17, PAGE 72, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A PORTION OF THE NE 1/4 OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CATALINA ISLE DRIVE AND THE EAST RIGHT-OF-WAY OF STATE ROAD 3 (NORTH COURTENAY PARKWAY); THENCE RUN NORTH 89°31'00" EAST ALONG SAID SOUTH LINE, 257.76 FEET; THENCE RUN SOUTH 00°29'00" EAST, 129.26 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 79°13'31" WEST, 30.49 FEET; THENCE RUN NORTH 00°29'00" WEST, 35.45 FEET; THENCE RUN NORTH 89°31'00" EAST, 30.00 FEET; THENCE RUN SOUTH 00°29'00" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.775 ACRES (33,772 SQUARE FEET), MORE OR LESS.



Digitally signed  
by Sherry Manor

Date:  
2023.09.29  
09:15:39 -04'00'

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COMMISSIONERS

SHERRY LEE MANOR, PSM - LS# 6961  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: I&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117, CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L S  
Diversified

DRAWN BY: M.SANTAMARINA

CHECKED BY: B.ALEXANDER

PROJECT NO. 230091

REVISIONS

DATE

DESCRIPTION

SECTION 26

TOWNSHIP 24 SOUTH

RANGE 36 EAST

DATE: 9/27/2023

SHEET: 1 OF 3

# NOTES AND ABBREVIATIONS

## PARCEL 101

PARENT PARCEL ID#: 24-36-26-01-A

PURPOSE: OFFICIAL RECORDS BOOK 9841, PAGE 2301  
DESIGNATED AS PARCEL 101

## EXHIBIT "B"

SHEET 2 OF 3

NOT VALID WITHOUT SHEETS 1/3 OF 3

THIS IS NOT A SURVEY

### SURVEYORS NOTES:

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO SHOW THE RELATIONSHIP OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9841, PAGE 2301.
2. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
3. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN ELECTRONIC COMPUTER GENERATED SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THE BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF CATALINA ISLE DRIVE AS BEING NORTH 89°31'00" EAST.
5. THIS SKETCH WAS PREPARED WITH THE BENEFIT OF THE FOLLOWING REFERENCES:
  - 5.1. OWNERSHIP AND ENCUMBRANCE (O&E) BY NEW REVELATIONS, INC., REPORT FILE NO. 23-1303, EFFECTIVE THROUGH 8/29/2023. EASEMENTS AND EXCEPTIONS:
    - 5.1.1. PLAT RECORDED IN PLAT BOOK 17, PAGE 72. - AFFECTS, SHOWN HEREON.
    - 5.1.2. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 533, PAGE 444. UNABLE TO REVIEW.
    - 5.1.3. RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 570, PAGE 856. UNABLE TO REVIEW.
    - 5.1.4. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 595, PAGE 1016. UNABLE TO REVIEW.
    - 5.1.5. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 595, PAGE 1019. UNABLE TO REVIEW.
    - 5.1.6. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 595, PAGE 1022. UNABLE TO REVIEW.
    - 5.1.7. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 603, PAGE 129. UNABLE TO REVIEW.
    - 5.1.8. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 609, PAGE 222. UNABLE TO REVIEW.
    - 5.1.9. EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 939, PAGE 685. AFFECTS. PLOTTED.
    - 5.1.10. EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2877, PAGE 2806. AFFECTS. PLOTTED.
    - 5.1.11. EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2877, PAGE 2809. AFFECTS. PLOTTED.

### SYMBOLS AND ABBREVIATION LEGEND:

AKA = ALSO KNOWN AS	POB = POINT OF BEGINNING
COR = CORNER	SQ FT = SQUARE FEET
ESMT = EASEMENT	R/W = RIGHT-OF-WAY
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION	SEC = SECTION
ORB = OFFICIAL RECORDS BOOK	R = RADIUS
NO. = NUMBER	L = ARC LENGTH
PB = PLAT BOOK	Δ = DELTA
PG = PAGE	C = CHORD DISTANCE
POC = POINT OF COMMENCEMENT	CD = CHORD BEARING



Digitally signed  
by Sherry  
Manor  
Date:  
2023.09.29  
09:16:28 -04'00'

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COMMISSIONERS

SHERRY LEE MANOR, PSM - LS# 6961  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117, CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L S  
Diversified

DRAWN BY: M.SANTAMARINA

CHECKED BY: B.ALEXANDER

PROJECT NO. 230091

DATE: 9/27/2023

SHEET: 2 OF 3

REVISIONS

DATE

DESCRIPTION

SECTION 26

TOWNSHIP 24 SOUTH

RANGE 36 EAST

# SKETCH OF DESCRIPTION

## PARCEL 101

PARENT PARCEL ID#: 24-36-26-01-A

PURPOSE: OFFICIAL RECORDS BOOK 9841, PAGE 2301  
DESIGNATED AS PARCEL 101

## EXHIBIT "B"

SHEET 3 OF 3

NOT VALID WITHOUT SHEETS 1/2 OF 3

**THIS IS NOT A SURVEY**



TAX PARCEL 24-36-26-01-A.3  
PER ORB 9274, PG 219

TAX PARCEL 24-36-26-01-A.4  
PER ORB 2877, PG 2804  
DESIGNATED AS PARCEL 100  
(BEING THE LESS AND EXCEPT  
PARCEL FROM ORB 9841, PG 2301)

W LINE OF PARCEL PER  
ORB 9481, PG 2301

129.26'

S00°29'00"E  
99.26'

PROPOSED  
PARCEL  
102

30' UTILITY ESMT  
ORB 2877, PG 2809  
(TO BE VACATED)

15' UTILITY ESMT  
PER ORB 2877, PG 2806  
(TO BE VACATED)

15' WIDE PUBLIC R/W FOR  
DRAINAGE AND UTILITIES PER PB 17, PG 72

S LINE OF CATALINA ISLE ESTATES  
UNIT 1 PER PB 17, PG 72

30' WIDE PUBLIC R/W ESMT  
PER PB 2, PG 98 &  
ORB 1241, PG 982  
(TO BREVARD COUNTY)

TAX PARCEL 24-36-26-02-A.2  
PER ORB 5749, PG 4838

TAX PARCEL  
24-36-26-02-A.5  
PER ORB 7277  
PG 2431

22.5' WIDE PUBLIC R/W ESMT PER PB 2, PG 98  
(REMAINDER OF 30' R/W AFTER VACATE)  
& ORB 1282, PG 638 (TO BREVARD COUNTY)

TAX PARCEL 24-36-26-02-A  
PER ORB 8503, PG 1495

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S89°31'00"W	30.00'
L2	S00°29'00"E	35.44'
L3	S79°13'31"W	34.51'
L4	S00°29'00"E	30.00'
L5	S79°13'31"W	30.49'

BASIS OF BEARING  
N89°31'00"E 257.76'

S R/W LINE OF  
CATALINA ISLE DR

CATALINA ISLE DRIVE  
60' PUBLIC R/W  
PER PB 17, PG 72

25' BUILDING SETBACK  
PER PB 17, PG 72

TAX PARCEL 24-36-26-01-A  
PORTION OF TRACT "A"  
CATALINA ISLE ESTATES UNIT 1  
PLAT BOOK 17, PAGE 72  
PER ORB ORB 9481, PG 2301  
DESIGNATED AS PARCEL 101  
33,772 SQ FT

R=2914.79'  
L=141.75'  
Δ=002°47'11"  
C=141.74'  
CD=N06°49'43"W

15' WIDE DRAINAGE ESMT  
PER ORB 939, PG 685

VACATED UTILITY & DRAINAGE ESMT  
PER ORB 901, PG 165

S89°31'00"W 178.14'

S LINE PER ORB 9481, PG 2301  
N LINE PER ORB 1282, PG 638

POB PARCEL 101  
INTERSECTION OF THE  
S R/W LINE OF  
CATALINA ISLE DR  
AND THE E R/W LINE OF  
STATE ROAD 3

STATE ROAD 3 (AKA COURTENAY PARKWAY)  
100' PUBLIC R/W PER FOOT R/W MAP SECTION NO. 70140

PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117  
CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L & S  
Diversified

SCALE:  
1" = 40'  
PROJECT NO.:  
230091

SECTION 26  
TOWNSHIP 24 SOUTH  
RANGE 36 EAST

# LEGAL DESCRIPTION

## PARCEL 102

PARENT PARCEL ID#: 24-36-26-01-A

PURPOSE: FEE SIMPLE CONVEYANCE

## EXHIBIT "C"

SHEET 1 OF 3

NOT VALID WITHOUT SHEETS 2/3 OF 3

**THIS IS NOT A SURVEY**

**LEGAL DESCRIPTION:** PARCEL 102, FEE SIMPLE CONVEYANCE (PREPARED BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF TRACT "A" OF CATALINA ISLE ESTATES UNIT ONE, AS RECORDED IN PLAT BOOK 17, PAGE 72, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A PORTION OF THE NE 1/4 OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE, AS DESCRIBED IN THE SAID PLAT OF CATALINA ISLE ESTATES UNIT ONE, AND THE EAST RIGHT OF WAY LINE OF STATE ROAD 3, ALSO KNOWN AS NORTH COURTENAY PARKWAY, AS RECORDED IN FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 70140, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 9841, PAGE 2301, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN NORTH 89°31'00" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE AND THE NORTH LINE OF THAT SAID PARCEL OF LAND; FOR A DISTANCE OF 217.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°31'00" EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE AND NORTH LINE OF SAID PARCEL OF LAND FOR A DISTANCE OF 40.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE AND NORTH LINE OF SAID PARCEL OF LAND, RUN SOUTH 00°29'00" EAST ALONG THE EAST LINE OF SAID PARCEL OF LAND, FOR A DISTANCE OF 40.00 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE OF SAID PARCEL OF LAND, RUN SOUTH 89°31'00" WEST ALONG A LINE PARALLEL WITH AND 40.00 FEET SOUTH OF THE SAID SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE FOR A DISTANCE OF 40.00 FEET TO A POINT; THENCE RUN NORTH 00°29'00" WEST ALONG A LINE PARALLEL WITH AND 40.00 FEET WEST OF THE EAST LINE OF SAID PARCEL OF LAND FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.037 ACRES (1,600 SQUARE FEET), MORE OR LESS.



Digitally signed

by Sherry

Manor

Date:

2023.09.29

09:16:58 -04'00'

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COMMISSIONERS

SHERRY LEE MANOR, PSM - LS# 6961  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117, CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L & S  
Diversified

DRAWN BY: M.SANTAMARINA	CHECKED BY: B.ALEXANDER	PROJECT NO. 230091			SECTION 26 TOWNSHIP 24 SOUTH RANGE 36 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 9/27/2023	SHEET: 1 OF 3				

# NOTES AND ABBREVIATIONS

## PARCEL 102

PARENT PARCEL ID#: 24-36-26-01-A

PURPOSE: FEE SIMPLE CONVEYANCE

### EXHIBIT "C"

SHEET 2 OF 3

NOT VALID WITHOUT SHEETS 1/3 OF 3

**THIS IS NOT A SURVEY**

#### SURVEYORS NOTES:

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO ESTABLISH A FEE SIMPLE PARCEL.
2. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
3. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN ELECTRONIC COMPUTER GENERATED SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THE BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF CATALINA ISLE DRIVE AS BEING NORTH 89°31'00" EAST.
5. THIS SKETCH WAS PREPARED WITH THE BENEFIT OF THE FOLLOWING REFERENCES:
  - 5.1. OWNERSHIP AND ENCUMBRANCE (O&E) BY NEW REVELATIONS, INC., REPORT FILE NO. 23-1303, EFFECTIVE THROUGH 8/29/2023. EASEMENTS AND EXCEPTIONS:
    - 5.1.1. PLAT RECORDED IN PLAT BOOK 17, PAGE 72. - AFFECTS, SHOWN HEREON.
    - 5.1.2. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 533, PAGE 444. UNABLE TO REVIEW.
    - 5.1.3. RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 570, PAGE 856. UNABLE TO REVIEW.
    - 5.1.4. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 595, PAGE 1016. UNABLE TO REVIEW.
    - 5.1.5. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 595, PAGE 1019. UNABLE TO REVIEW.
    - 5.1.6. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 595, PAGE 1022. UNABLE TO REVIEW.
    - 5.1.7. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 603, PAGE 129. UNABLE TO REVIEW.
    - 5.1.8. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 609, PAGE 222. UNABLE TO REVIEW.
    - 5.1.9. EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 939, PAGE 685. AFFECTS. PLOTTED.
    - 5.1.10. EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2877, PAGE 2806. AFFECTS. PLOTTED.
    - 5.1.11. EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2877, PAGE 2809. AFFECTS. PLOTTED.

#### SYMBOLS AND ABBREVIATION

##### LEGEND:

AKA = ALSO KNOWN AS  
COR = CORNER  
ESMT = EASEMENT  
FDOT = FLORIDA DEPARTMENT OF  
TRANSPORTATION  
ORB = OFFICIAL RECORDS BOOK  
NO. = NUMBER  
PB = PLAT BOOK  
PG = PAGE

POC = POINT OF COMMENCEMENT  
POB = POINT OF BEGINNING  
SQ FT = SQUARE FEET  
R/W = RIGHT-OF-WAY  
SEC = SECTION  
R = RADIUS  
L = ARC LENGTH  
Δ = DELTA  
C = CHORD DISTANCE  
CD = CHORD BEARING



Digitally signed  
by Sherry  
Manor  
Date:  
2023.09.29  
09:17:12 -04'00'

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COMMISSIONERS

SHERRY LEE MANOR, PSM - LS# 6961  
PROFESSIONAL SURVEYOR & MAPPER  
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PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117, CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L & S  
Diversified

DRAWN BY: M.SANTAMARINA	CHECKED BY: B.ALEXANDER	PROJECT NO. 230091			SECTION 26 TOWNSHIP 24 SOUTH RANGE 36 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 9/27/2023	SHEET: 2 OF 3				

# SKETCH OF DESCRIPTION

## PARCEL 102

PARENT PARCEL ID#: 24-36-26-01-A

PURPOSE: FEE SIMPLE CONVEYANCE

## EXHIBIT "C"

SHEET 3 OF 3

NOT VALID WITHOUT SHEETS 1/2 OF 3

THIS IS NOT A SURVEY



TAX PARCEL 24-36-26-01-A.3  
PER ORB 9274, PG 219

TAX PARCEL 24-36-26-01-A.4  
PER ORB 2877, PG 2804  
DESIGNATED AS PARCEL 100

NE COR OF  
PARCEL PER ORB  
9841, PG 2301

POB  
PARCEL 102

PARCEL  
102  
1,600 SQ FT

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	N89°31'00"E	40.00'
L2	S00°29'00"E	40.00'
L3	S89°31'00"W	40.00'
L4	N00°29'00"W	40.00'
L5	S00°29'00"E	59.26'
L6	S00°29'00"E	30.00'
L7	S79°13'31"W	30.49'
L8	S79°13'31"W	34.64'

BASIS OF BEARING  
N89°31'00"E 217.76'

CATALINA ISLE DRIVE  
60' PUBLIC R/W  
PFR PB 17, PG 72

25' BUILDING SETBACK  
PER PB 17, PG 72

TAX PARCEL 24-36-26-01-A  
PORTION OF TRACT "A"  
CATALINA ISLE ESTATES UNIT 1  
PLAT BOOK 17, PAGE 72  
PER ORB 9841, PG 2301  
DESIGNATED AS PARCEL 101

15' WIDE DRAINAGE ESMT  
PER ORB 939, PG 685

30' UTILITY ESMT  
ORB 2877, PG 2809 (TO BE VACATED)

15' UTILITY ESMT  
PER ORB 2877, PG 2806  
(TO BE VACATED)

VACATED UTILITY & DRAINAGE ESMT  
PER ORB 901, PG 165

15' WIDE PUBLIC R/W FOR  
DRAINAGE AND UTILITIES PER PB 17, PG 72

S LINE OF CATALINA ISLE ESTATES  
UNIT 1 PER PB 17, PG 72

S89°31'00"W 178.14'

S LINE PER ORB 9481, PG 2301  
N LINE PER ORB 1282, PG 638

22.5' WIDE PUBLIC R/W ESMT PER PB 2, PG 98  
(REMAINDER OF 30' R/W AFTER VACATE)  
& ORB 1282, PG 638 (TO BREVARD COUNTY)

TAX PARCEL  
24-36-26-02-A.5  
PER ORB 7277  
PG 2431

30' WIDE PUBLIC R/W ESMT  
PER PB 2, PG 98 &  
ORB 1241, PG 982  
(TO BREVARD COUNTY)

TAX PARCEL 24-36-26-02-A.2  
PER ORB 5749, PG 4838

TAX PARCEL 24-36-26-02-A  
PER ORB 8503, PG 1495

### POC PARCEL 102

INTERSECTION OF THE S R/W  
LINE OF CATALINA ISLE DR  
AND THE E R/W LINE OF STATE  
ROAD 3 AND THE NW COR OF  
PARCEL PER ORB 9841, PG 2301

STATE ROAD 3 (AKA COURTENAY PARKWAY)  
100' PUBLIC R/W  
PER FDOT R/W MAP SECTION NO. 70140

R=2914.79'  
L=141.77'  
Δ=002°47'12"  
C=141.75'  
CD=N06°46'34"W

PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117  
CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L & S  
Diversified

SCALE:  
1" = 40'  
PROJECT NO.:  
230091

SECTION 26  
TOWNSHIP 24 SOUTH  
RANGE 36 EAST

## **EXHIBIT D**

### **LEASE AGREEMENT FOR LIFT STATION C17 RELOCATION AND RECONSTRUCTION**

**THIS LEASE AGREEMENT** (hereinafter the "Lease") is made and entered into the date of last signature below (hereinafter the "Effective Date"), by and between the following Parties: Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, and 890 N. Courtenay LLC, a Florida Limited Liability Company, (hereinafter the "LLC"), whose address is 1765 Rochelle Parkway, Merritt Island, Florida 32952. "Party" or "Parties" means the Parties to this Agreement, individually or collectively as indicated in the context by which it appears.

### **WITNESSETH**

**WHEREAS**, the COUNTY owns that certain property that is currently used as a sanitary sewer lift station and associated facilities known as Lift Station C17 (hereinafter the "County Property"), identified further in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

**WHEREAS**, the Brevard County Utility Services Department has determined that there is a need to relocate Lift Station C17 to make it more easily accessible for maintenance work and upkeep; and

**WHEREAS**, the COUNTY's current legal access to Lift Station C17 is over an adjacent property that is owned by the LLC with an address of 890 N. Courtenay Parkway, Merritt Island, Florida 32953 and Brevard County Property Identification Number 24-36-26-01-A (hereinafter the "LLC's Property"), identified further in **Exhibit B**, which is attached hereto and incorporated herein by this reference; and

**WHEREAS**, the Parties have decided to enter into an Exchange Agreement, which is incorporated herein by this reference, wherein the County will transfer to the LLC the parcel where Lift Station C17 is currently located, while the LLC will transfer a portion of its property to the County that will ensure the new lift station can be relocated and constructed (hereinafter the "LLC's Exchange Parcel"), identified further in **Exhibit C**, which is attached hereto and incorporated herein by this reference; and

**WHEREAS**, this Lease is part consideration for the Exchange Agreement, which includes additional terms and conditions that the Parties are bound by in order to proceed to exchange the properties identified above; and

**WHEREAS**, the County believes that the proposed location of the new lift station will allow the County to construct a replacement lift station that will allow Lift Station C17



to be taken offline, and will make future maintenance efforts more efficient and cost-effective; and

**WHEREAS**, the Parties understand that the purpose of this Lease is to allow the County to stage construction equipment, conduct studies of the site, and develop the necessary infrastructure to complete the relocation and construction of a new lift station (hereinafter the "Project"); and

**WHEREAS**, in accordance with Section 125.031, Florida Statutes, the Board of County Commissioners of Brevard County, Florida (hereinafter the "Board"), finds that this Lease is being paid from current or other legally available funds, serves a public purpose, is in the public interest, and is necessary and convenient to provide for the public health, safety, and welfare.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the LLC agree as follows:

1. **Term.** The term of this Lease Agreement shall commence on the Effective Date and continue for a period of two (2) years (hereinafter the "Lease Term"). In the County's sole discretion, the Lease Term may be extended twice in six-month increments. The County may request such extension(s) in writing no later than forty-five (45) days before the Lease Term expires.

2. **Payment.** The County agrees to pay the LLC \$144,000 (inclusive of any applicable taxes and fees) for the initial term of two (2) years, payable in 24 equal monthly installments of \$6,000. The County shall pay the LLC \$40,000 (inclusive of any applicable taxes and fees and adjusted for C.P.I.) during each extension period, payable in equal monthly installments of \$6,666.67. If the County terminates the Lease early due to completion of the Project, then the County shall not be entitled to any prorated amounts.

3. **County Obligations.** The County shall be responsible for the following:

- a) The County will secure the LLC Property with a six-foot chain link fence during the duration of the Lease Term. Upon expiration or termination of the Lease, the County shall remove the fence.
- b) The County shall return the LLC Property to the same or similar condition to the state it was found on the Effective Date.
- c) The County shall require any contractor(s) onsite to include the LLC as an additional insured on any respective insurance policy(ies).

- d) The County shall provide written notice within five (5) days of notification of any damage cause to the LLC's structures located on the building by fire or other casualty.

4. **Use of Property.** The County shall use the LLC Property for the following activities, including, but not limited to, staging construction equipment, conducting studies of the site to determine the feasibility of installing and constructing utilities infrastructure, including a new lift station, and developing the necessary infrastructure to complete the Project. Upon Project completion, the County shall remove all unnecessary infrastructure used to develop the new lift station.

The County shall obtain and pay for all permits required for the County's use of the Property and shall promptly take any action necessary to comply with all applicable statutes, ordinances, rules, regulations, and/or orders pertaining to work associated with the Project.

If it is determined in the sole discretion of the County that the Project is not feasible, including, but not limited to, lack of funding or site conditions do not permit the reconstruction and relocation of the lift station, then the County shall make any repairs to the LLC Property caused by the County and its agents, this Lease shall terminate, and the Exchange Agreement will be null and void.

5. **Improvements.** The County will stage construction equipment and construct infrastructure associated with the relocation of Lift Station C17. It is hereby mutually agreed and understood that any improvements affixed or constructed on the Property shall belong to the County regardless of whether this Lease is terminated or expires naturally.

6. **Illegal, Unlawful, or Improper Use(s).** The County shall make no illegal, improper, immoral, or unlawful use of the LLC Property nor will the County allow the use of the LLC Property for any purpose other than those outlined in this Lease. Failure of the County to comply with this provision shall be considered a breach and the LLC shall notify the County of such breach, in writing, and provide a reasonable time to comply such breach prior to termination.

7. **Condition of Property.** The County accepts the LLC Property as of the execution of this Lease in its existing condition as of such date as-is, where-is, and with all faults, without representations or warranties of any kind, expressed or implied, including, but not limited to, with respect to such matters as title, zoning use, economic feasibility, and soil, environmental and other physical conditions, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. Except as provided herein, the County acknowledges that the LLC has not made any representations or warranties to the County as to the condition of the LLC Property.

8. **Indemnification.** During the Lease Term, both Parties agree to be responsible for the negligent, reckless, and/or intentional wrongful acts or omissions of their respective employees, agents, officers, and other personnel (hereinafter "agents"), for any and all claims, damages, losses, and expenses, including attorney's fees arising out of resulting from the performance of their respective activities under this Lease, where such claim, damage, loss, or expense is caused by their respective agents.

The County's indemnity and liability obligations hereunder shall be subject to the County's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes, as may be amended. Nothing in this Lease is intended to inure to the benefit of any third party for the purposes of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of the County's sovereign immunity.

All personal property housed or placed on the LLC's Property during the Lease Term shall be at the risk of the LLC and the County shall not be liable for any loss or damage to the LLC's personal property located thereon for any cause whatsoever.

9. **Encumbrances and Liens.** Neither Party shall encumber and/or lien the LLC Property during the Lease Term in any form or fashion whatsoever, without the prior written consent of the other Party. The County shall pay, when due, all undisputed claims for labor and materials furnished in association with the Project.

10. **Right of Entry.** The LLC and its agents shall have no right to enter the LLC Property without the advanced written permission of the County. Such permission may be withheld by the County because the LLC Property will be a construction zone and have construction equipment staged thereon.

11. **Covenants Against Assignments and Subletting.** Neither Party shall assign or sublet any of the LLC Property during the Lease Term without the advance written permission of the other party.

12. **Default.** The Parties understands and agrees that this Lease is consideration for the Exchange Agreement. Should either Party fail or neglect to perform or observe any or all of the covenants contained herein, this Agreement shall become null and void.

13. **Attorneys' Fees.** In the event of any legal action to enforce the terms of this Lease, the prevailing Party shall be entitled to attorney's fees and costs.

14. **Surrender.** Upon the last day of the Lease Term, the County shall peaceably and quietly leave the LLC Property in good order and repair.

15. **Notice.** Notice under this Lease shall be given as follows:

**AS TO THE COUNTY:**

Brevard County Utility Services Department  
C/O Department Director  
27225 Judge Fran Jamieson Way  
Building A  
Viera, FL 32940

**AS TO THE LLC:**

890 N Courtenay LLC  
C/O Michael DiChristopher  
1765 Rochelle Parkway  
Merritt Island, FL 32952

16. **Severability.** If any section or provision of this Lease is determined to be invalid by a court of competent jurisdiction, all other sections and provisions of this Lease shall remain in full force and effect to accomplish the intent of this agreement.

17. **Governing Laws.** This Lease shall be construed and interpreted under the laws of the State of Florida. Any action brought pursuant to this Lease shall be in accordance with Florida law.

18. **Venue; Waiver of Jury Trial.** Venue for any action brought pursuant to this Lease shall be in a court of competent jurisdiction in and for Brevard County, Florida. **THE PARTIES AGREE ANY TRIAL TO ENFORCE, CONSTRUE, OR INTERPRET THIS LEASE SHALL BE NON-JURY AND THAT EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL.**

19. **Audit.** In performance of this Lease, the Parties understand that the County is subject to Florida's Public Records Law, including Chapter 119, Florida Statutes. Books, records, and accounts related to the performance of this Lease shall be open to public inspection during regular business hours of the County. The LLC shall keep books, records, and accounts of all activities, related to this Lease, in compliance with generally accepted accounting procedures.

20. **Counterparts.** This Lease may be executed by the authorized representative of each Party in counterparts, each of which, when taken together, shall constitute one and the same agreement. A facsimile or similar electronic transmission of a signed counterpart shall be regarded as an original signed by such party for all purposes.

21. **Entire Agreement.** The Parties understand and acknowledge that this Lease is consideration for the Exchange Agreement, which is incorporated herein by this reference, between the Parties. This Lease, including any Exhibits, if any, attached hereto, sets forth the entire agreement between the Parties. This Lease shall not be modified except by a writing subscribed to by both Parties.

IN WITNESS WHEREOF, each Party has caused this Lease to be executed in its name by its legally authorized representative on the date of last signature below.

WITNESSES

Lisa J. Kruse  
Name

[Signature] 9/29/23  
Signature Date

Larry Hamelers  
Name

[Signature] 9.29.2023  
Signature Date

890 N. Courtenay, LLC

BY: [Signature]  
Michael DiChristopher, Manager

DATE: 9/29/2023

Attest:

Brevard County, Florida

Rachel Sadoff, Clerk of the Courts

BY: Rita Pritchett, Chair

DATE: Oct 24, 2023

As approved by the Board on:

Oct 24, 2023

Approved as to legal form and content  
solely for Brevard County:

BY: [Signature]  
Deputy County Attorney

# LEGAL DESCRIPTION

## PARCEL 100

PARENT PARCEL ID#: 24-36-26-01-A.4

PURPOSE: FEE SIMPLE CONVEYANCE

## EXHIBIT "A"

SHEET 1 OF 3

NOT VALID WITHOUT SHEETS 2/3 OF 3

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: OFFICIAL RECORDS BOOK 2877, PAGE 2804, DESIGNATED AS PARCEL 100  
A PARCEL OF LAND BEING ALL THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2877, PAGE  
2804 AS FOLLOWS:

LEGAL DESCRIPTION FOR LIFT STATION: A PARCEL OF LAND BEING A PORTION OF TRACT "A" OF  
CATALINA ISLES ESTATES UNIT ONE, AS RECORDED IN PLAT BOOK 17, PAGE 72, OF THE PUBLIC  
RECORDS OF BREVARD COUNTY, FLORIDA, AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 26,  
TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CATALINA ISLE DRIVE AND  
THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 3 (NORTH COURTENAY PARKWAY); THENCE RUN  
N89°31'00"E ALONG SAID SOUTH LINE, 257.76 FEET; THENCE RUN S00°29'00"E, 129.26 FEET TO THE  
POINT OF BEGINNING; THENCE RUN S79°13'31"W, 30.49 FEET; THENCE RUN N00°29'00"W, 35.45 FEET;  
THENCE RUN N89°31'00"E, 30.00 FEET; THENCE RUN S00°29'00"E, 30.00 FEET TO THE POINT OF  
BEGINNING.

SAID PARCEL CONTAINING 981.71 SQUARE FEET OR 0.023 ACRES MORE OR LESS.



Digitally signed  
by Sherry  
Manor  
Date:  
2023.09.29  
09:17:35 -04'00'

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COMMISSIONERS

SHERRY LEE MANOR, PSM - LS# 6961  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117, CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L & S  
Diversified

DRAWN BY: M.SANTAMARINA

CHECKED BY: B.ALEXANDER

PROJECT NO. 230091

SECTION 26

TOWNSHIP 24 SOUTH  
RANGE 36 EAST

DATE: 9/27/2023

SHEET: 1 OF 3

REVISIONS

DATE

DESCRIPTION

# NOTES AND ABBREVIATIONS

## PARCEL 100

PARENT PARCEL ID#: 24-36-26-01-A.4

PURPOSE: FEE SIMPLE CONVEYANCE

### EXHIBIT "A"

SHEET 2 OF 3

NOT VALID WITHOUT SHEETS 1/3 OF 3

**THIS IS NOT A SURVEY**

#### SURVEYORS NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO SHOW THE RELATIONSHIP OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2877, PAGE 2804.
2. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
3. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN ELECTRONIC COMPUTER GENERATED SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THE BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF CATALINA ISLE DRIVE AS BEING NORTH 89°31'00" EAST.
5. NO TITLE WORK WAS PROVIDED BY THE CLIENT.

#### SYMBOLS AND ABBREVIATION

##### LEGEND:

AKA = ALSO KNOWN AS  
COR = CORNER  
ESMT = EASEMENT  
FDOT = FLORIDA DEPARTMENT OF  
TRANSPORTATION  
ORB = OFFICIAL RECORDS BOOK  
NO. = NUMBER  
PB = PLAT BOOK  
PG = PAGE

POC = POINT OF COMMENCEMENT  
POB = POINT OF BEGINNING  
SQ FT = SQUARE FEET  
R/W = RIGHT-OF-WAY  
SEC = SECTION  
R = RADIUS  
L = ARC LENGTH  
Δ = DELTA  
C = CHORD DISTANCE  
CD = CHORD BEARING



Digitally signed  
by Sherry Manor

Date:  
2023.09.29  
09:17:52 -04'00'

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COMMISSIONERS

SHERRY LEE MANOR, PSM - LS# 6961  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117, CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L & S  
Diversified

DRAWN BY: M.SANTAMARINA

CHECKED BY: B.ALEXANDER

PROJECT NO. 230091

DATE: 9/27/2023

SHEET: 2 OF 3

REVISIONS

DATE

DESCRIPTION

SECTION 26

TOWNSHIP 24 SOUTH  
RANGE 36 EAST

# SKETCH OF DESCRIPTION

## PARCEL 100

PARENT PARCEL ID#: 24-36-26-01-A.4

PURPOSE: FEE SIMPLE CONVEYANCE

## EXHIBIT "A"

SHEET 3 OF 3

NOT VALID WITHOUT SHEETS 1/2 OF 3

THIS IS NOT A SURVEY



TAX PARCEL 24-36-26-01-A.3  
PER ORB 9274, PG 219

TAX PARCEL  
24-36-26-01-A.4  
PER ORB 2877, PG 2804  
DESIGNATED AS PARCEL 100

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S79°13'31"W	30.49'
L2	N00°29'00"W	35.45'
L3	N89°31'00"E	30.00'
L4	S00°29'00"E	30.00'

PROPOSED  
PARCEL  
102

S00°29'00"E 129.26'

99.26'

L4

L3

L2

L1

POB  
PARCEL 100

30' WIDE PUBLIC R/W ESMT  
PER PB 2, PG 98 &  
ORB 1241, PG 982  
(TO BREVARD COUNTY)

TAX PARCEL 24-36-26-02-A.2  
PER ORB 5749, PG 4838

TAX PARCEL  
24-36-26-02-A.5  
PER ORB 7277  
PG 2431

22.5' WIDE PUBLIC R/W ESMT PER PB 2, PG 98  
(REMAINDER OF 30' R/W AFTER VACATE)  
& ORB 1282, PG 638 (TO BREVARD COUNTY)

TAX PARCEL 24-36-26-02-A  
PER ORB 8503, PG 1495

S R/W LINE OF  
CATALINA ISLE DR

CATALINA ISLE DRIVE  
60' PUBLIC R/W  
PER PB 17, PG 72

25' BUILDING SETBACK  
PER PB 17, PG 72

TAX PARCEL 24-36-26-01-A  
PORTION OF TRACT "A", CATALINA ISLE ESTATES UNIT 1  
PLAT BOOK 17, PAGE 72  
PER ORB 9841, PG 2301  
DESIGNATED AS PARCEL 101

15' WIDE DRAINAGE ESMT  
PER ORB 939, PG 685

30' UTILITY ESMT PER ORB 2877, PG 2809  
(TO BE VACATED)

15' UTILITY ESMT  
PER ORB 2877, PG 2806  
(TO BE VACATED)

VACATED UTILITY & DRAINAGE ESMT  
PER ORB 901, PG 165

15' WIDE PUBLIC R/W FOR  
DRAINAGE AND UTILITIES PER PB 17, PG 72

S LINE OF CATALINA ISLE ESTATES  
UNIT 1 PER PB 17, PG 72

S LINE PER ORB 9481, PG 2301  
N LINE PER ORB 1282, PG 638

### POC PARCEL 100

INTERSECTION OF THE S R/W  
LINE OF CATALINA ISLE DR  
AND THE E R/W LINE OF  
STATE ROAD 3

STATE ROAD 3

(AKA COURTENAY PARKWAY)

100' PUBLIC R/W PER FDOT R/W MAP SECTION NO. 70140

PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117  
CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L & S  
Diversified

SCALE:  
1" = 40'  
PROJECT NO.:  
230091

SECTION 26  
TOWNSHIP 24 SOUTH  
RANGE 36 EAST



# LEGAL DESCRIPTION

## PARCEL 101

PARENT PARCEL ID#: 24-36-26-01-A

PURPOSE: OFFICIAL RECORDS BOOK 9841, PAGE 2301  
DESIGNATED AS PARCEL 101

## EXHIBIT "B"

SHEET 1 OF 3

NOT VALID WITHOUT SHEETS 2/3 OF 3

THIS IS NOT A SURVEY

### LEGAL DESCRIPTION (PER OFFICIAL RECORDS BOOK 9841, PAGE 2301, DESIGNATED AS PARCEL 101):

A PARCEL OF LAND BEING A PORTION OF TRACT "A" OF CATALINA ISLE ESTATES UNIT ONE, AS RECORDED IN PLAT BOOK 17, PAGE 72, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A PORTION OF THE NE 1/4 OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE, AND THE EAST RIGHT OF WAY LINE OF STATE ROAD 3 (NORTH COURTENAY PARKWAY); THENCE RUN NORTH 89°31'00" EAST, ALONG SAID SOUTH LINE OF CATALINA ISLE DRIVE, 257.76 FEET; THENCE RUN SOUTH 00°29'00" EAST, 129.26 FEET; THENCE RUN SOUTH 79°13'31" WEST, 65.00 FEET; THENCE RUN SOUTH 89°31'00" WEST, 178.14 FEET TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 3, SAID BEING A CIRCULAR CURVE CONCAVE TO THE WEST, THE CENTER OF WHICH BEARS SOUTH 84°33'52" WEST FROM SAID POINT OF INTERSECTION; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 294.79 FEET, THROUGH A CENTRAL ANGLE OF 2°47'11" FOR AN ARC DISTANCE OF 141.75 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: A PARCEL OF LAND BEING A PORTION OF TRACT "A" OF CATALINA ISLES ESTATES UNION ONE AS RECORDED IN PLAT BOOK 17, PAGE 72, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A PORTION OF THE NE 1/4 OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CATALINA ISLE DRIVE AND THE EAST RIGHT-OF-WAY OF STATE ROAD 3 (NORTH COURTENAY PARKWAY); THENCE RUN NORTH 89°31'00" EAST ALONG SAID SOUTH LINE, 257.76 FEET; THENCE RUN SOUTH 00°29'00" EAST, 129.26 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 79°13'31" WEST, 30.49 FEET; THENCE RUN NORTH 00°29'00" WEST, 35.45 FEET; THENCE RUN NORTH 89°31'00" EAST, 30.00 FEET; THENCE RUN SOUTH 00°29'00" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.775 ACRES (33,772 SQUARE FEET), MORE OR LESS.



Digitally signed  
by Sherry Manor

Date:  
2023.09.29  
09:15:39 -04'00'

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COMMISSIONERS

SHERRY LEE MANOR, PSM - LS# 6961  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: I&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117, CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L S  
Diversified

DRAWN BY: M.SANTAMARINA

CHECKED BY: B.ALEXANDER

PROJECT NO. 230091

REVISIONS

DATE

DESCRIPTION

SECTION 26

TOWNSHIP 24 SOUTH

RANGE 36 EAST

DATE: 9/27/2023

SHEET: 1 OF 3

# NOTES AND ABBREVIATIONS

## PARCEL 101

EXHIBIT "B"

SHEET 2 OF 3

NOT VALID WITHOUT SHEETS 1/3 OF 3

THIS IS NOT A SURVEY

PARENT PARCEL ID#: 24-36-26-01-A

PURPOSE: OFFICIAL RECORDS BOOK 9841, PAGE 2301  
DESIGNATED AS PARCEL 101

### SURVEYORS NOTES:

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO SHOW THE RELATIONSHIP OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9841, PAGE 2301.
2. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
3. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN ELECTRONIC COMPUTER GENERATED SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THE BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF CATALINA ISLE DRIVE AS BEING NORTH 89°31'00" EAST.
5. THIS SKETCH WAS PREPARED WITH THE BENEFIT OF THE FOLLOWING REFERENCES:
  - 5.1. OWNERSHIP AND ENCUMBRANCE (O&E) BY NEW REVELATIONS, INC., REPORT FILE NO. 23-1303, EFFECTIVE THROUGH 8/29/2023. EASEMENTS AND EXCEPTIONS:
    - 5.1.1. PLAT RECORDED IN PLAT BOOK 17, PAGE 72. - AFFECTS, SHOWN HEREON.
    - 5.1.2. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 533, PAGE 444. UNABLE TO REVIEW.
    - 5.1.3. RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 570, PAGE 856. UNABLE TO REVIEW.
    - 5.1.4. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 595, PAGE 1016. UNABLE TO REVIEW.
    - 5.1.5. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 595, PAGE 1019. UNABLE TO REVIEW.
    - 5.1.6. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 595, PAGE 1022. UNABLE TO REVIEW.
    - 5.1.7. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 603, PAGE 129. UNABLE TO REVIEW.
    - 5.1.8. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 609, PAGE 222. UNABLE TO REVIEW.
    - 5.1.9. EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 939, PAGE 685. AFFECTS. PLOTTED.
    - 5.1.10. EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2877, PAGE 2806. AFFECTS. PLOTTED.
    - 5.1.11. EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2877, PAGE 2809. AFFECTS. PLOTTED.

### SYMBOLS AND ABBREVIATION LEGEND:

AKA = ALSO KNOWN AS	POB = POINT OF BEGINNING
COR = CORNER	SQ FT = SQUARE FEET
ESMT = EASEMENT	R/W = RIGHT-OF-WAY
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION	SEC = SECTION
ORB = OFFICIAL RECORDS BOOK	R = RADIUS
NO. = NUMBER	L = ARC LENGTH
PB = PLAT BOOK	Δ = DELTA
PG = PAGE	C = CHORD DISTANCE
POC = POINT OF COMMENCEMENT	CD = CHORD BEARING



Digitally signed  
by Sherry  
Manor  
Date:  
2023.09.29  
09:16:28 -04'00'

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COMMISSIONERS

SHERRY LEE MANOR, PSM - LS# 6961  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117, CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L S  
Diversified

DRAWN BY: M.SANTAMARINA

CHECKED BY: B.ALEXANDER

PROJECT NO. 230091

REVISIONS

DATE

DESCRIPTION

DATE: 9/27/2023

SHEET: 2 OF 3

SECTION 26

TOWNSHIP 24 SOUTH

RANGE 36 EAST

# SKETCH OF DESCRIPTION

## PARCEL 101

PARENT PARCEL ID#: 24-36-26-01-A

PURPOSE: OFFICIAL RECORDS BOOK 9841, PAGE 2301  
DESIGNATED AS PARCEL 101

## EXHIBIT "B"

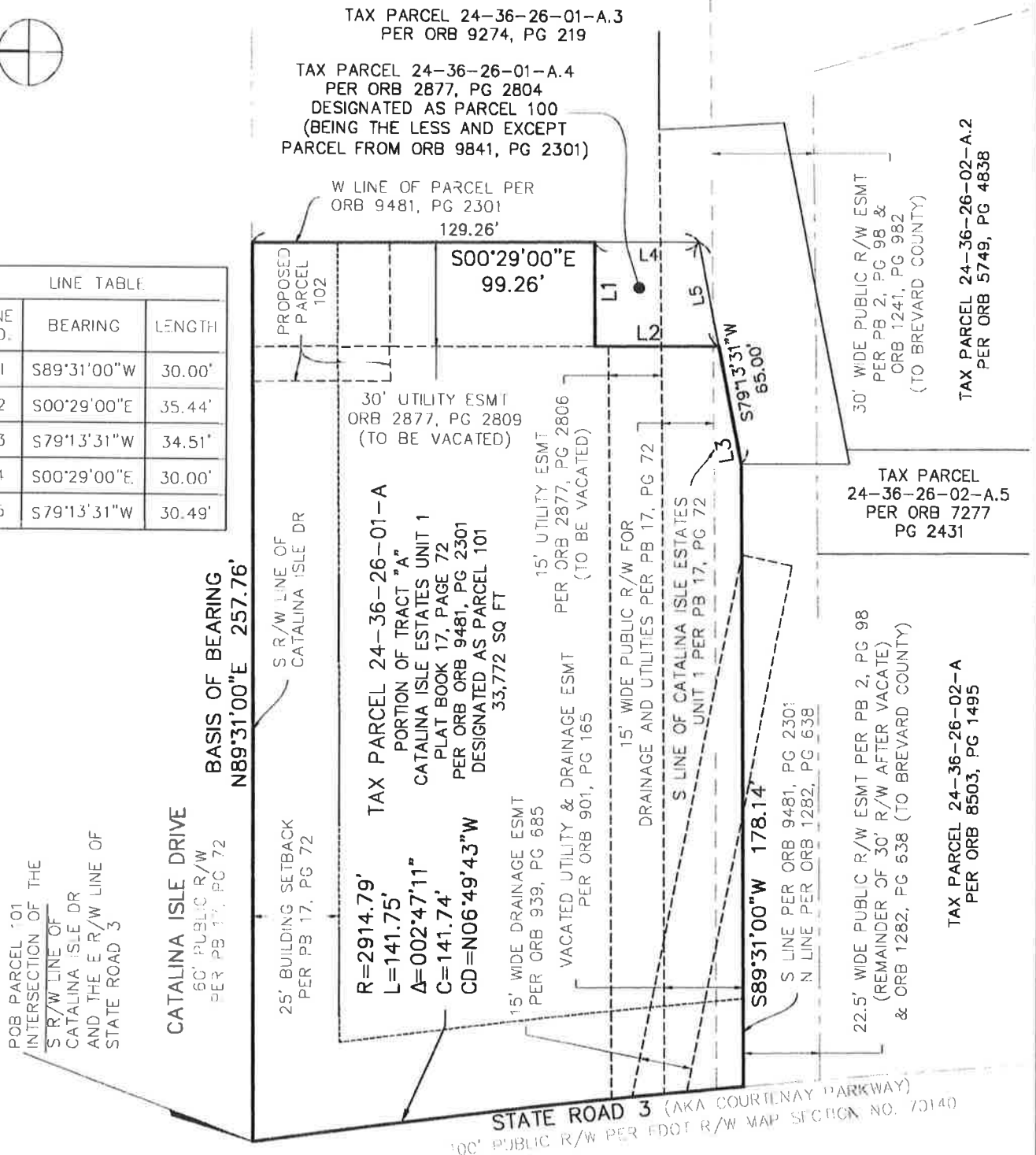
SHEET 3 OF 3

NOT VALID WITHOUT SHEETS 1/2 OF 3

**THIS IS NOT A SURVEY**



LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S89°31'00"W	30.00'
L2	S00°29'00"E	35.44'
L3	S79°13'31"W	34.51'
L4	S00°29'00"E	30.00'
L5	S79°13'31"W	30.49'



PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117  
CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L & S  
Diversified

SCALE: 1" = 40'  
PROJECT NO.: 230091

SECTION 26  
TOWNSHIP 24 SOUTH  
RANGE 36 EAST

# LEGAL DESCRIPTION

## PARCEL 102

PARENT PARCEL ID#: 24-36-26-01-A

PURPOSE: FEE SIMPLE CONVEYANCE

### EXHIBIT "C"

SHEET 1 OF 3

NOT VALID WITHOUT SHEETS 2/3 OF 3

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 102, FEE SIMPLE CONVEYANCE (PREPARED BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF TRACT "A" OF CATALINA ISLE ESTATES UNIT ONE, AS RECORDED IN PLAT BOOK 17, PAGE 72, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A PORTION OF THE NE 1/4 OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE, AS DESCRIBED IN THE SAID PLAT OF CATALINA ISLE ESTATES UNIT ONE, AND THE EAST RIGHT OF WAY LINE OF STATE ROAD 3, ALSO KNOWN AS NORTH COURTENAY PARKWAY, AS RECORDED IN FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 70140, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 9841, PAGE 2301, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN NORTH 89°31'00" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE AND THE NORTH LINE OF THAT SAID PARCEL OF LAND; FOR A DISTANCE OF 217.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°31'00" EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE AND NORTH LINE OF SAID PARCEL OF LAND FOR A DISTANCE OF 40.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE AND NORTH LINE OF SAID PARCEL OF LAND, RUN SOUTH 00°29'00" EAST ALONG THE EAST LINE OF SAID PARCEL OF LAND, FOR A DISTANCE OF 40.00 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE OF SAID PARCEL OF LAND, RUN SOUTH 89°31'00" WEST ALONG A LINE PARALLEL WITH AND 40.00 FEET SOUTH OF THE SAID SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE FOR A DISTANCE OF 40.00 FEET TO A POINT; THENCE RUN NORTH 00°29'00" WEST ALONG A LINE PARALLEL WITH AND 40.00 FEET WEST OF THE EAST LINE OF SAID PARCEL OF LAND FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.037 ACRES (1,600 SQUARE FEET), MORE OR LESS.



Digitally signed  
by Sherry  
Manor  
Date:  
2023.09.29  
09:16:58 -04'00'

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COMMISSIONERS

SHERRY LEE MANOR, PSM - LS# 6961  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117, CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L & S  
Diversified

DRAWN BY: M.SANTAMARINA

CHECKED BY: B.ALEXANDER

PROJECT NO. 230091

DATE: 9/27/2023

SHEET: 1 OF 3

REVISIONS

DATE

DESCRIPTION

SECTION 26  
TOWNSHIP 24 SOUTH  
RANGE 36 EAST

# NOTES AND ABBREVIATIONS

## PARCEL 102

PARENT PARCEL ID#: 24-36-26-01-A

PURPOSE: FEE SIMPLE CONVEYANCE

### EXHIBIT "C"

SHEET 2 OF 3

NOT VALID WITHOUT SHEETS 1/3 OF 3

THIS IS NOT A SURVEY

### SURVEYORS NOTES:

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO ESTABLISH A FEE SIMPLE PARCEL.
2. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
3. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN ELECTRONIC COMPUTER GENERATED SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THE BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF CATALINA ISLE DRIVE AS BEING NORTH 89°31'00" EAST.
5. THIS SKETCH WAS PREPARED WITH THE BENEFIT OF THE FOLLOWING REFERENCES:
  - 5.1. OWNERSHIP AND ENCUMBRANCE (O&E) BY NEW REVELATIONS, INC., REPORT FILE NO. 23-1303, EFFECTIVE THROUGH 8/29/2023. EASEMENTS AND EXCEPTIONS:
    - 5.1.1. PLAT RECORDED IN PLAT BOOK 17, PAGE 72. - AFFECTS, SHOWN HEREON.
    - 5.1.2. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 533, PAGE 444. UNABLE TO REVIEW.
    - 5.1.3. RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 570, PAGE 856. UNABLE TO REVIEW.
    - 5.1.4. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 595, PAGE 1016. UNABLE TO REVIEW.
    - 5.1.5. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 595, PAGE 1019. UNABLE TO REVIEW.
    - 5.1.6. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 595, PAGE 1022. UNABLE TO REVIEW.
    - 5.1.7. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 603, PAGE 129. UNABLE TO REVIEW.
    - 5.1.8. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 609, PAGE 222. UNABLE TO REVIEW.
    - 5.1.9. EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 939, PAGE 685. AFFECTS. PLOTTED.
    - 5.1.10. EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2877, PAGE 2806. AFFECTS. PLOTTED.
    - 5.1.11. EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2877, PAGE 2809. AFFECTS. PLOTTED.

### SYMBOLS AND ABBREVIATION

#### LEGEND:

AKA = ALSO KNOWN AS  
COR = CORNER  
ESMT = EASEMENT  
FDOT = FLORIDA DEPARTMENT OF  
TRANSPORTATION  
ORB = OFFICIAL RECORDS BOOK  
NO. = NUMBER  
PB = PLAT BOOK  
PG = PAGE

POC = POINT OF COMMENCEMENT  
POB = POINT OF BEGINNING  
SQ FT = SQUARE FEET  
R/W = RIGHT-OF-WAY  
SEC = SECTION  
R = RADIUS  
L = ARC LENGTH  
Δ = DELTA  
C = CHORD DISTANCE  
CD = CHORD BEARING



Digitally signed  
by Sherry  
Manor

Date:  
2023.09.29  
09:17:12 -04'00'

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COMMISSIONERS

SHERRY LEE MANOR, PSM - LS# 6961  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117, CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L & S  
Diversified

DRAWN BY: M.SANTAMARINA

CHECKED BY: B.ALEXANDER

PROJECT NO. 230091

REVISIONS

DATE

DESCRIPTION

DATE: 9/27/2023

SHEET: 2 OF 3

SECTION 26  
TOWNSHIP 24 SOUTH  
RANGE 36 EAST

# SKETCH OF DESCRIPTION

## PARCEL 102

PARENT PARCEL ID#: 24-36-26-01-A  
PURPOSE: FEE SIMPLE CONVEYANCE

## EXHIBIT "C"

SHEET 3 OF 3

NOT VALID WITHOUT SHEETS 1/2 OF 3

THIS IS NOT A SURVEY



TAX PARCEL 24-36-26-01-A.3  
PER ORB 9274, PG 219

TAX PARCEL 24-36-26-01-A.4  
PER ORB 2877, PG 2804  
DESIGNATED AS PARCEL 100

W LINE OF PARCEL  
PER ORB 9841, PG 2301

NE COR OF  
PARCEL PER ORB  
9841, PG 2301

POB  
PARCEL 102

PARCEL  
102  
1,600 SQ. FT.

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	N89°31'00"E	40.00'
L2	S00°29'00"E	40.00'
L3	S89°31'00"W	40.00'
L4	N00°29'00"W	40.00'
L5	S00°29'00"E	59.26'
L6	S00°29'00"E	30.00'
L7	S79°13'31"W	30.49'
L8	S79°13'31"W	34.64'

BAIS OF BEARING  
N89°31'00"E 217.76'

CATALINA ISLE DRIVE  
60' PUBLIC R/W  
PFR PB 17, PG 72

S R/W LINE OF  
CATALINA ISLE DR

25' BUILDING SETBACK  
PER PB 17, PG 72

TAX PARCEL 24-36-26-01-A  
PORTION OF TRACT "A"  
CATALINA ISLE ESTATES UNIT 1  
PLAT BOOK 17, PAGE 72  
PER ORB 9841, PG 2301  
DESIGNATED AS PARCEL 101

15' WIDE DRAINAGE ESMT  
PER ORB 939, PG 685

30' UTILITY ESMT  
ORB 2877, PG 2809 (TO BE VACATED)

15' UTILITY ESMT  
PER ORB 2877, PG 2806  
(TO BE VACATED)

VACATED UTILITY & DRAINAGE ESMT  
PER ORB 901, PG 165

15' WIDE PUBLIC R/W FOR  
DRAINAGE AND UTILITIES PER PB 17, PG 72

S LINE OF CATALINA ISLE ESTATES  
UNIT 1 PER PB 17, PG 72

S89°31'00"W 178.14'

S LINE PER ORB 9481, PG 2301  
N LINE PER ORB 1282, PG 638

22.5' WIDE PUBLIC R/W ESMT PER PB 2, PG 98  
(REMAINDER OF 30' R/W AFTER VACATE)  
& ORB 1282, PG 638 (TO BREVARD COUNTY)

TAX PARCEL  
24-36-26-02-A.5  
PER ORB 7277  
PG 2431

30' WIDE PUBLIC R/W ESMT  
PER PB 2, PG 98 &  
ORB 1241, PG 982  
(TO BREVARD COUNTY)

TAX PARCEL 24-36-26-02-A.2  
PER ORB 5749, PG 4838

TAX PARCEL 24-36-26-02-A  
PER ORB 8503, PG 1495

### POC PARCEL 102

INTERSECTION OF THE S R/W  
LINE OF CATALINA ISLE DR  
AND THE E R/W LINE OF STATE  
ROAD 3 AND THE NW COR OF  
PARCEL PER ORB 9841, PG 2301

STATE ROAD 3 (AKA COURTENAY PARKWAY)  
100' PUBLIC R/W  
PER FDOT R/W MAP SECTION NO. 70140

R=2914.79'  
L=141.77'  
Δ=002°47'12"  
C=141.75'  
CD=N06°46'34"W

PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117  
CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L & S  
Diversified

SCALE:  
1" = 40'  
PROJECT NO.:  
230091

SECTION 26  
TOWNSHIP 24 SOUTH  
RANGE 36 EAST

**EXHIBIT " E "**

**DRAFT COUNTY DEED**

Prepared by and return to:  
Office of the County Attorney  
2725 Judge Fran Jamieson Way, Building C  
Viera, Florida 32940

**COUNTY DEED**

(STATUTORY FORM - SECTION 125.411, Florida Statute)

THIS DEED, made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, between Brevard County, Florida, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, the first party, and 890 N. Courtenay LLC, a Florida Limited Liability Company, whose address is 1765 Rochelle Parkway, Merritt Island, Florida 32952, the second party,

(Whenever used herein the terms "first party" and "second party" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "First Party" and "Second Party" are used for singular and plural, as the context requires and the use of any gender shall include all genders)

WITNESSETH that the first party, for and in consideration of the sum of Ten Dollars, to it in hand paid by the second party, receipt whereof is hereby acknowledged, has granted, bargained and sold to the second party, its successors and assigns forever, any interest it holds in the following described land lying and being in Brevard County, Florida, to wit:

See Exhibit "A" attached and incorporated by this reference, together with all riparian and littoral rights appertaining thereto, and all interests in subsurface oil, gas, and minerals pursuant to section 270.11, Florida Statute.

Property Appraiser's Parcel Identification Number:

IN WITNESS WHEREOF the said first party has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Rachel Sadoff, Clerk

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

(As approved by the Board \_\_\_\_\_)

# LEGAL DESCRIPTION

## PARCEL 100

PARENT PARCEL ID#: 24-36-26-01-A.4

PURPOSE: FEE SIMPLE CONVEYANCE

## EXHIBIT "A"

SHEET 1 OF 3

NOT VALID WITHOUT SHEETS 2/3 OF 3

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: OFFICIAL RECORDS BOOK 2877, PAGE 2804, DESIGNATED AS PARCEL 100  
A PARCEL OF LAND BEING ALL THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2877, PAGE  
2804 AS FOLLOWS:

LEGAL DESCRIPTION FOR LIFT STATION: A PARCEL OF LAND BEING A PORTION OF TRACT "A" OF  
CATALINA ISLES ESTATES UNIT ONE, AS RECORDED IN PLAT BOOK 17, PAGE 72, OF THE PUBLIC  
RECORDS OF BREVARD COUNTY, FLORIDA, AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 26,  
TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CATALINA ISLE DRIVE AND  
THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 3 (NORTH COURTENAY PARKWAY); THENCE RUN  
N89°31'00"E ALONG SAID SOUTH LINE, 257.76 FEET; THENCE RUN S00°29'00"E, 129.26 FEET TO THE  
POINT OF BEGINNING; THENCE RUN S79°13'31"W, 30.49 FEET; THENCE RUN N00°29'00"W, 35.45 FEET;  
THENCE RUN N89°31'00"E, 30.00 FEET; THENCE RUN S00°29'00"E, 30.00 FEET TO THE POINT OF  
BEGINNING.

SAID PARCEL CONTAINING 981.71 SQUARE FEET OR 0.023 ACRES MORE OR LESS.



Digitally signed  
by Sherry  
Manor

Date:  
2023.09.29  
09:17:35 -04'00'

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COMMISSIONERS

SHERRY LEE MANOR, PSM - LS# 6961  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117, CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L & S  
Diversified

DRAWN BY: M.SANTAMARINA

CHECKED BY: B.ALEXANDER

PROJECT NO. 230091

DATE: 9/27/2023

SHEET: 1 OF 3

REVISIONS

DATE

DESCRIPTION

SECTION 26  
TOWNSHIP 24 SOUTH  
RANGE 36 EAST



# NOTES AND ABBREVIATIONS

## PARCEL 100

PARENT PARCEL ID#: 24-36-26-01-A.4

PURPOSE: FEE SIMPLE CONVEYANCE

### EXHIBIT "A"

SHEET 2 OF 3

NOT VALID WITHOUT SHEETS 1/3 OF 3

**THIS IS NOT A SURVEY**

#### SURVEYORS NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO SHOW THE RELATIONSHIP OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2877, PAGE 2804.
2. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
3. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN ELECTRONIC COMPUTER GENERATED SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THE BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF CATALINA ISLE DRIVE AS BEING NORTH 89°31'00" EAST.
5. NO TITLE WORK WAS PROVIDED BY THE CLIENT.

#### SYMBOLS AND ABBREVIATION

##### LEGEND:

AKA = ALSO KNOWN AS  
COR = CORNER  
ESMT = EASEMENT  
FDOT = FLORIDA DEPARTMENT OF  
TRANSPORTATION  
ORB = OFFICIAL RECORDS BOOK  
NO. = NUMBER  
PB = PLAT BOOK  
PG = PAGE

POC = POINT OF COMMENCEMENT  
POB = POINT OF BEGINNING  
SQ FT = SQUARE FEET  
R/W = RIGHT-OF-WAY  
SEC = SECTION  
R = RADIUS  
L = ARC LENGTH  
Δ = DELTA  
C = CHORD DISTANCE  
CD = CHORD BEARING



Digitally signed  
by Sherry Manor

Date:  
2023.09.29  
09:17:52 -04'00'

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COMMISSIONERS

SHERRY LEE MANOR, PSM - LS# 6961  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117, CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L & S  
Diversified

DRAWN BY: M.SANTAMARINA

CHECKED BY: B.ALEXANDER

PROJECT NO. 230091

REVISIONS

DATE

DESCRIPTION

DATE: 9/27/2023

SHEET: 2 OF 3

SECTION 26  
TOWNSHIP 24 SOUTH  
RANGE 36 EAST

# SKETCH OF DESCRIPTION

## PARCEL 100

PARENT PARCEL ID#: 24-36-26-01-A.4

PURPOSE: FEE SIMPLE CONVEYANCE

## EXHIBIT "A"

SHEET 3 OF 3

NOT VALID WITHOUT SHEETS 1/2 OF 3

THIS IS NOT A SURVEY



TAX PARCEL 24-36-26-01-A.3  
PER ORB 9274, PG 219

TAX PARCEL  
24-36-26-01-A.4  
PER ORB 2877, PG 2804  
DESIGNATED AS PARCEL 100

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S79°13'31"W	30.49'
L2	N00°29'00"W	35.45'
L3	N89°31'00"E	30.00'
L4	S00°29'00"E	30.00'

PROPOSED  
PARCEL  
102

S00°29'00"E 129.26'

99.26'

POB  
PARCEL 100

30' WIDE PUBLIC R/W ESMT  
PER PB 2, PG 98 &  
ORB 1241, PG 982  
(TO BREVARD COUNTY)

TAX PARCEL 24-36-26-02-A.2  
PER ORB 5749, PG 4838

TAX PARCEL  
24-36-26-02-A.5  
PER ORB 7277  
PG 2431

TAX PARCEL 24-36-26-01-A  
PORTION OF TRACT "A", CATALINA ISLE ESTATES UNIT 1  
PLAT BOOK 17, PAGE 72  
PER ORB 9841, PG 2301  
DESIGNATED AS PARCEL 101

30' UTILITY ESMT PER ORB 2877, PG 2809  
(TO BE VACATED)

15' UTILITY ESMT  
PER ORB 2877, PG 2806  
(TO BE VACATED)

VACATED UTILITY & DRAINAGE ESMT  
PER ORB 901, PG 165

15' WIDE PUBLIC R/W FOR  
DRAINAGE AND UTILITIES PER PB 17, PG 72

S LINE OF CATALINA ISLE ESTATES  
UNIT 1 PER PB 17, PG 72

S LINE PER ORB 9481, PG 2301  
N LINE PER ORB 1282, PG 638

22.5' WIDE PUBLIC R/W ESMT PER PB 2, PG 98  
(REMAINDER OF 30' R/W AFTER VACATE)  
& ORB 1282, PG 638 (TO BREVARD COUNTY)

TAX PARCEL 24-36-26-02-A  
PER ORB 8503, PG 1495

S R/W LINE OF  
CATALINA ISLE DR

CATALINA ISLE DRIVE  
60' PUBLIC R/W  
PER PB 17, PG 72

25' BUILDING SETBACK  
PER PB 17, PG 72

POC PARCEL 100  
INTERSECTION OF THE S R/W  
LINE OF CATALINA ISLE DR  
AND THE E R/W LINE OF  
STATE ROAD 3

STATE ROAD 3

(AKA COURTENAY PARKWAY)

100' PUBLIC R/W PER FDOT R/W MAP SECTION NO. 70140

PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117  
CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L & S  
Diversified

SCALE:  
1" = 40'  
PROJECT NO.:  
230091

SECTION 26  
TOWNSHIP 24 SOUTH  
RANGE 36 EAST

# LEGAL DESCRIPTION

PARENT PARCEL ID#: 24-36-26-01-A  
PURPOSE: EASEMENT TO BE VACATED

## EXHIBIT "F"

SHEET 1 OF 4

NOT VALID WITHOUT SHEET 2, 3,  
and 4 OF 4

THIS IS NOT A SURVEY

### LEGAL DESCRIPTION: UTILITY EASEMENT PER OFFICIAL RECORDS BOOK 2877, PAGE 2809

A 30' STRIP OF LAND OVER A PORTION OF TRACT "A" OF CATALINA ISLE ESTATES UNIT ONE AS RECORDED IN PLAT BOOK 17, PAGE 72, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE AND THE EAST RIGHT OF WAY LINE OF STATE ROAD 3 (NORTH COURTENAY PARKWAY); THENCE RUN N89°31'00"E ALONG SAID SOUTH RIGHT OF WAY LINE 257.76 FEET TO THE POINT OF BEGINNING; THENCE RUN S00°29'00"E, 99.26 FEET; THENCE RUN S89°31'00"W, 30.00 FEET; THENCE RUN N00°29'00"W, 99.26 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID CATALINA ISLE DRIVE; THENCE RUN N89°31'00"E ALONG SAID SOUTH LINE 30.00 FEET TO THE POINT OF BEGINNING.  
SAID PARCEL CONTAINING 2,977.80 SQUARE FEET OR 0.068 ACRES MORE OR LESS.

### SURVEYORS NOTES:

- 1) ALL BEARINGS USED IN THIS DESCRIPTION AND SHOWN ON THIS SKETCH (THIS IS NOT A SURVEY) ARE REFERENCED TO THE SOUTH RIGHT-OF-WAY OF CATALINA ISLE DRIVE. THE BEARING BEING N89°31'00"E.
- 2) THIS SKETCH MEETS THE STANDARD PRACTICES FOR SURVEYING AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
- 3) THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
- 4) ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
- 5) REFERENCE IS MADE TO AN OWNER AND ENCUMBRANCE REPORT FOR CARITE REALTY, LLC, PREPARED BY ABLES & CRAIG, P.A., FILE #8810-521 AND DATED JUNE 16, 2022.

### LEGEND.

R/W RIGHT-OF-WAY  
NO. NUMBER  
PSM PROFESSIONAL SURVEYOR AND MAPPER  
ID IDENTIFICATION  
N NORTH  
S SOUTH  
E EAST  
W WEST  
SQ. FT. SQUARE FEET  
PG. PAGE  
O.R.B. OFFICIAL RECORD BOOK

PREPARED FOR AND CERTIFIED TO: 1) BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS  
2) CARITE REALTY, LLC

PREPARED BY: **Masteller, Moler & Taylor, Inc.**  
PROFESSIONAL SURVEYORS AND MAPPERS  
LAND SURVEYING BUSINESS #4644  
1655 27th Street, Suite 2 Vero Beach, Florida 32960  
Phone: (772) 564-8050 Fax: (772) 794-0647



DAVID M. TAYLOR, PSM 5243  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

DRAWN BY: BMM

CHECKED BY: DMT

PROJECT NO. 8159

DATE: 6/10/2022

DRAWING: 8159-PARCEL104

REVISIONS	DATE	DESCRIPTION
1	8/2/22	REVISED PER COMMENTS
2	8/16/22	REVISED PER COMMENTS
3	8/29/22	REVISED PER NEW COMMENTS

SECTION 26  
TOWNSHIP 24 SOUTH  
RANGE 36 EAST

# SKETCH OF DESCRIPTION

SHEET 2 OF 4

PARENT PARCEL ID#: 24-36-26-01-A

PURPOSE: EASEMENT TO BE VACATED

NOT VALID WITHOUT SHEET 1, 3, and 4 OF 4

THIS IS NOT A SURVEY



NORTH R/W

## CATALINA ISLE DRIVE

60' R/W

CATALINA ISLE ESTATES UNIT 1

PLAT BOOK 17, PAGE 72

BREVARD COUNTY, FLORIDA

POINT OF COMMENCEMENT  
INTERSECTION OF SOUTH R/W LINE OF  
CATALINA ISLE DRIVE AND EAST R/W  
LINE OF STATE ROAD 3

CENTERLINE

POINT OF  
BEGINNING  
SUBJECT EASEMENT  
L2

SOUTH R/W N89°31'00"E 257.76' BASIS OF BEARING

PARCEL 101

PARCEL 802

30' UTILITY EASEMENT  
O.R.B. 2877, PAGE 2809  
(TO BE VACATED)

PARCEL ID: 24-36-26-01-A  
O.R.B. 9206, PAGE 756

PARCEL  
801

15' DRAINAGE &  
UTILITIES RIGHT-OF-WAY  
PER PLAT BOOK 17, PAGE 72

15' UTILITY EASEMENT  
O.R.B. 2877, PG. 2806  
(TO BE VACATED)

N00°29'00"W 99.26'

EASEMENT  
TO BE  
VACATED

S00°29'00"E 99.26'

PARCEL ID: 24-36-26-01-A.3  
O.R.B. 9274, PAGE 219

SOUTH LINE OF CATALINA ISLE ESTATES UNIT 1  
PER PLAT BOOK 17, PAGE 72

SOUTH LINE OF PARCEL DESCRIBED  
IN O.R.B. 9206, PAGE 756

NO TAX PARCEL ID AVAILABLE  
O.R.B. 4005, PAGE 1184

PARCEL ID: 24-36-26-01-A.3  
O.R.B. 9274, PAGE 219

PARCEL ID: 24-36-26-2-A  
O.R.B. 8503, PAGE 1495

SKYLARK ESTATES  
PLAT BOOK 17, PAGE 65  
BREVARD COUNTY, FLORIDA

30' DRAINAGE  
RIGHT-OF-WAY

Line Table		
Line #	Length	Direction
L1	30.00'	S89° 31' 00"W
L2	30.00'	N89° 31' 00"E

STATE ROAD 3  
FP NO 237705 3  
SECTION 70140  
(AKA COURTESY PARKWAY)  
100' R/W

PREPARED BY:



**Masteller, Moler & Taylor, Inc.**

PROFESSIONAL SURVEYORS AND MAPPERS  
LAND SURVEYING BUSINESS #4644

1655 27th Street, Suite 2 Vero Beach, Florida 32960  
Phone: (772) 564-8050 Fax: (772) 794-0647

SCALE:

1"=40'

PROJECT NO.:

8159

SECTION 26

TOWNSHIP 24 SOUTH

RANGE 36 EAST

# LEGAL DESCRIPTION

PARENT PARCEL ID#: 24-36-26-01-A

PURPOSE: EASEMENT TO BE VACATED

SHEET 3 OF 4

NOT VALID WITHOUT SHEET 1, 2,  
and 4 OF 4

THIS IS NOT A SURVEY

## **LEGAL DESCRIPTION: UTILITY EASEMENT PER OFFICIAL RECORDS BOOK 2877, PAGE 2806**

A CERTAIN STRIP OF LAND 15 FEET IN WIDTH OVER A PORTION OF TRACT "A" OF CATALINA ISLE ESTATES UNIT ONE AS RECORDED IN PLAT BOOK 17, PAGE 72, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE AND THE EAST RIGHT OF WAY LINE OF STATE ROAD 3 (NORTH COURTENAY PARKWAY) SAID EAST LINE BEING A CIRCULAR CURVE CONCAVE TO THE WEST, THE CENTER OF WHICH LIES S81°49'50"W FROM SAID POINT OF INTERSECTION; THENCE RUN SOUTHEASTERLY ALONG SAID EAST RIGHT OF WAY LINE, HAVING A RADIUS OF 2914.79 FEET, THROUGH A CENTRAL ANGLE OF 02°02'08", FOR AN ARC DISTANCE OF 103.53 FEET TO A POINT 15 FEET NORTH FROM THE NORTH LINE OF A 15 FOOT DRAINAGE AND UTILITY EASEMENT AS SHOWN ON THE AFOREMENTIONED CATALINA ISLE ESTATES, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN N89°31'00"E, 215.64 FEET; THENCE RUN S00°29'00"E, 15.00 FEET; THENCE RUN S89°31'00"W ALONG THE NORTH LINE OF THE AFOREMENTIONED 15' DRAINAGE AND UTILITY EASEMENT, 214.18 FEET TO THE EAST RIGHT OF WAY CURVE OF SAID STATE ROAD 3; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 2914.79 FEET, THOUGH A CENTRAL ANGLE OF 00°17'46", AN ARC LENGTH OF 15.06 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 3,223.66 SQUARE FEET OR 0.074 ACRES MORE OR LESS.

## **SURVEYORS NOTES:**

- 1) ALL BEARINGS USED IN THIS DESCRIPTION AND SHOWN ON THIS SKETCH (THIS IS NOT A SURVEY) ARE REFERENCED TO THE SOUTH RIGHT-OF-WAY OF CATALINA ISLE DRIVE. THE BEARING BEING N89°31'00"E.
- 2) THIS SKETCH MEETS THE STANDARD PRACTICES FOR SURVEYING AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
- 3) THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
- 4) ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
- 5) REFERENCE IS MADE TO AN OWNER AND ENCUMBRANCE REPORT FOR CARITE REALTY, LLC, PREPARED BY ABLES & CRAIG, P.A., FILE #8810-521 AND DATED JUNE 16, 2022.

## **LEGEND**

R/W	RIGHT-OF-WAY
NO.	NUMBER
PSM	PROFESSIONAL SURVEYOR AND MAPPER
ID	IDENTIFICATION
N	NORTH
S	SOUTH
E	EAST
W	WEST
SQ. FT.	SQUARE FEET
PG.	PAGE
O.R.B.	OFFICIAL RECORD BOOK

PREPARED FOR AND CERTIFIED TO: 1) BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS  
2) CARITE REALTY, LLC

PREPARED BY: **Masteller, Moler & Taylor, Inc.**  
PROFESSIONAL SURVEYORS AND MAPPERS  
LAND SURVEYING BUSINESS #4644  
1655 27th Street, Suite 2 Vero Beach, Florida 32960  
Phone: (772) 564-8050 Fax: (772) 794-0647



DAVID M. TAYLOR, PSM 5243  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

DRAWN BY: BMM

CHECKED BY: DMT

PROJECT NO. 8159

DATE: 6/10/2022

DRAWING: 8159-PARCEL104

REVISIONS	DATE	DESCRIPTION
1	8/2/22	REVISED PER COMMENTS
2	8/16/22	REVISED PER COMMENTS
3	8/29/22	REVISED PER NEW COMMENTS

SECTION 26

TOWNSHIP 24 SOUTH  
RANGE 36 EAST



# SKETCH OF DESCRIPTION

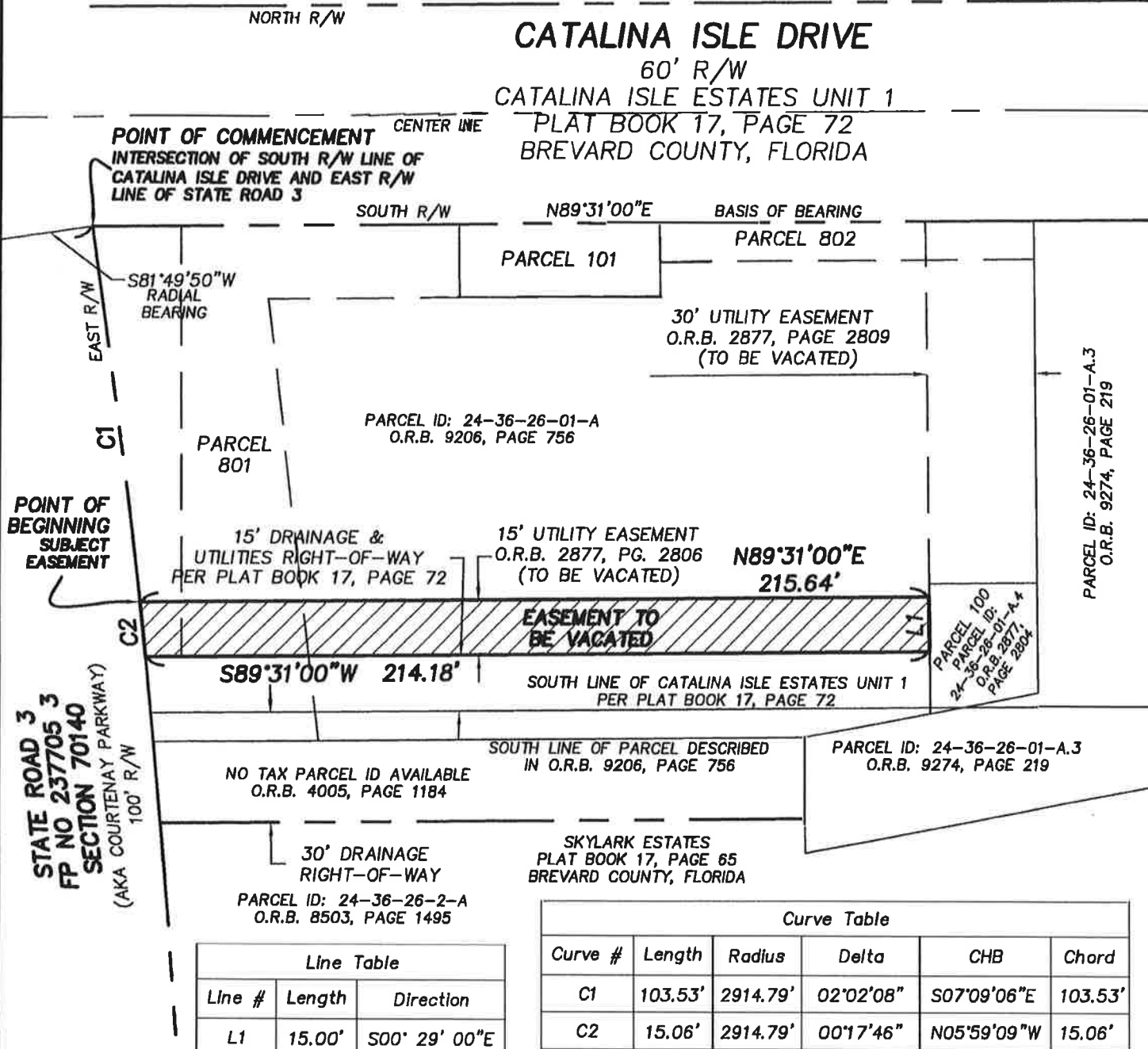
SHEET 4 OF 4

PARENT PARCEL ID#: 24-36-26-01-A

PURPOSE: EASEMENT TO BE VACATED

NOT VALID WITHOUT SHEET 1, 2, and 3 OF 4

THIS IS NOT A SURVEY



PREPARED BY:



**Masteller, Moler & Taylor, Inc.**

PROFESSIONAL SURVEYORS AND MAPPERS  
LAND SURVEYING BUSINESS #4644

1655 27th Street, Suite 2 Vero Beach, Florida 32960  
Phone: (772) 564-8050 Fax: (772) 794-0647

SCALE:

1"=40'

PROJECT NO.:

8159

SECTION 26

TOWNSHIP 24 SOUTH  
RANGE 36 EAST

**EXHIBIT "G"**

**Resolution 2023 -**

**Vacating a portion of a public utility easement per Official Records Book 2877, Page 2806 & Official Records Book 2877, Page 2809, Merritt Island, Florida, lying in Section 26, Township 24 South, Range 36 East**

WHEREAS, pursuant to Article II, Section 86-36, Brevard County Code, a petition has been filed by **890 N. COURTENAY LLC** with the Board of County Commissioners to vacate a public easement in Brevard County, Florida, described as follows:

**SEE ATTACHED SKETCH & DESCRIPTION**

WHEREAS, the vacating action will in no way affect any private easements which may also be present in the existing public easement(s) or public right-of-way, nor does this action guarantee or transfer title.

WHEREAS, notice of the public hearing before the Board of County Commissioners was published one time in the TODAY Newspaper, a newspaper of general circulation in Brevard County, Florida, prior to the public hearing; and

WHEREAS, the Board finds that vacating the public easement(s) will not be detrimental to Brevard County or the public.

THEREFORE BE IT RESOLVED that said public easement(s) are hereby vacated by Brevard County; and this vacating action releases, renounces, and disclaims any right, title or interest Brevard County may possess over the property at issue, and shall not be deemed to warrant any right, title, interest or to represent any state of facts concerning the same. Pursuant to Section 177.101(5), Florida Statutes, the vacating shall not become effective until a certified copy of this resolution is filed in the offices of the Clerk of Courts and recorded in the Public Records of Brevard County.

DONE, ORDERED AND ADOPTED, in regular session, this 10<sup>TH</sup> day of October, 2023 A.D.

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
Rachel Sadoff, Clerk

\_\_\_\_\_  
Rita Pritchett, Chair

As approved by the Board on:  
October 10, 2023

# LEGAL DESCRIPTION

PARENT PARCEL ID#: 24-36-26-01-A  
PURPOSE: EASEMENT TO BE VACATED

EXHIBIT "A "

SHEET 1 OF 4

NOT VALID WITHOUT SHEET 2, 3,  
and 4 OF 4

THIS IS NOT A SURVEY

## LEGAL DESCRIPTION: UTILITY EASEMENT PER OFFICIAL RECORDS BOOK 2877, PAGE 2809

A 30' STRIP OF LAND OVER A PORTION OF TRACT "A" OF CATALINA ISLE ESTATES UNIT ONE AS RECORDED IN PLAT BOOK 17, PAGE 72, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE AND THE EAST RIGHT OF WAY LINE OF STATE ROAD 3 (NORTH COURTENAY PARKWAY); THENCE RUN N89°31'00"E ALONG SAID SOUTH RIGHT OF WAY LINE 257.76 FEET TO THE POINT OF BEGINNING; THENCE RUN S00°29'00"E, 99.26 FEET; THENCE RUN S89°31'00"W, 30.00 FEET; THENCE N00°29'00"W, 99.26 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID CATALINA ISLE DRIVE; THENCE RUN N89°31'00"E ALONG SAID SOUTH LINE 30.00 FEET TO THE POINT OF BEGINNING.  
SAID PARCEL CONTAINING 2,977.80 SQUARE FEET OR 0.068 ACRES MORE OR LESS.

## SURVEYORS NOTES:

- 1) ALL BEARINGS USED IN THIS DESCRIPTION AND SHOWN ON THIS SKETCH (THIS IS NOT A SURVEY) ARE REFERENCED TO THE SOUTH RIGHT-OF-WAY OF CATALINA ISLE DRIVE. THE BEARING BEING N89°31'00"E.
- 2) THIS SKETCH MEETS THE STANDARD PRACTICES FOR SURVEYING AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
- 3) THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
- 4) ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
- 5) REFERENCE IS MADE TO AN OWNER AND ENCUMBRANCE REPORT FOR CARITE REALTY, LLC, PREPARED BY ABLES & CRAIG, P.A., FILE #8810-521 AND DATED JUNE 16, 2022.

## LEGEND.

R/W RIGHT-OF-WAY  
NO. NUMBER  
PSM PROFESSIONAL SURVEYOR AND MAPPER  
ID IDENTIFICATION  
N NORTH  
S SOUTH  
E EAST  
W WEST  
SQ. FT. SQUARE FEET  
PG. PAGE  
O.R.B. OFFICIAL RECORD BOOK

PREPARED FOR AND CERTIFIED TO: 1) BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS  
2) CARITE REALTY, LLC

PREPARED BY: **Masteller, Moler & Taylor, Inc.**  
PROFESSIONAL SURVEYORS AND MAPPERS  
LAND SURVEYING BUSINESS #4644  
1655 27th Street, Suite 2 Vero Beach, Florida 32960  
Phone: (772) 564-8050 Fax: (772) 794-0647



(SEAL)

DAVID M. TAYLOR, PSM 5243  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

DRAWN BY: BMM

CHECKED BY: DMT

PROJECT NO. 8159

REVISIONS	DATE	DESCRIPTION
1	8/2/22	REVISED PER COMMENTS
2	8/16/22	REVISED PER COMMENTS
3	8/29/22	REVISED PER NEW COMMENTS

DATE: 6/10/2022

DRAWING: 8159-PARCEL104

SECTION 26  
TOWNSHIP 24 SOUTH  
RANGE 36 EAST



# SKETCH OF DESCRIPTION

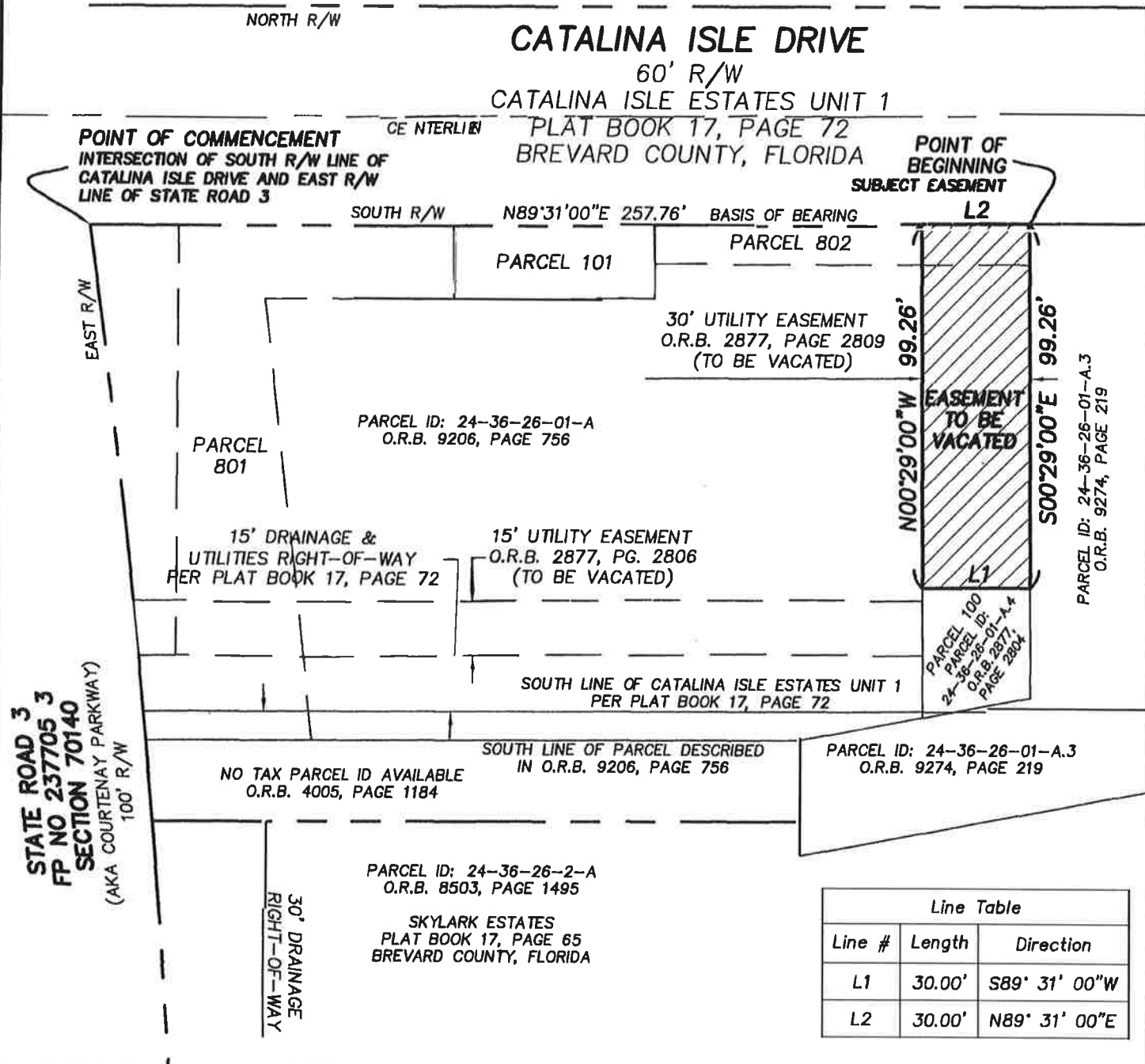
SHEET 2 OF 4

PARENT PARCEL ID#: 24-36-26-01-A

PURPOSE: EASEMENT TO BE VACATED

NOT VALID WITHOUT SHEET 1, 3, and 4 OF 4

THIS IS NOT A SURVEY



PREPARED BY:

**Masteller, Moler & Taylor, Inc.**

PROFESSIONAL SURVEYORS AND MAPPERS

LAND SURVEYING BUSINESS #4644

1655 27th Street, Suite 2 Vero Beach, Florida 32960

Phone: (772) 564-8050 Fax: (772) 794-0647

SCALE:

1"=40'

PROJECT NO.:

8159

SECTION 26

TOWNSHIP 24 SOUTH

RANGE 36 EAST

# LEGAL DESCRIPTION

PARENT PARCEL ID#: 24-36-26-01-A  
PURPOSE: EASEMENT TO BE VACATED

SHEET 3 OF 4  
NOT VALID WITHOUT SHEET 1, 2,  
and 4 OF 4

THIS IS NOT A SURVEY

## LEGAL DESCRIPTION: UTILITY EASEMENT PER OFFICIAL RECORDS BOOK 2877, PAGE 2806

A CERTAIN STRIP OF LAND 15 FEET IN WIDTH OVER A PORTION OF TRACT "A" OF CATALINA ISLE ESTATES UNIT ONE AS RECORDED IN PLAT BOOK 17, PAGE 72, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE AND THE EAST RIGHT OF WAY LINE OF STATE ROAD 3 (NORTH COURTENAY PARKWAY) SAID EAST LINE BEING A CIRCULAR CURVE CONCAVE TO THE WEST, THE CENTER OF WHICH LIES S81°49'50"W FROM SAID POINT OF INTERSECTION; THENCE RUN SOUTHEASTERLY ALONG SAID EAST RIGHT OF WAY LINE, HAVING A RADIUS OF 2914.79 FEET, THROUGH A CENTRAL ANGLE OF 02°02'08", FOR AN ARC DISTANCE OF 103.53 FEET TO A POINT 15 FEET NORTH FROM THE NORTH LINE OF A 15 FOOT DRAINAGE AND UTILITY EASEMENT AS SHOWN ON THE AFOREMENTIONED CATALINA ISLE ESTATES, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN N89°31'00"E, 215.64 FEET; THENCE RUN S00°29'00"E, 15.00 FEET; THENCE RUN S89°31'00"W ALONG THE NORTH LINE OF THE AFOREMENTIONED 15' DRAINAGE AND UTILITY EASEMENT, 214.18 FEET TO THE EAST RIGHT OF WAY CURVE OF SAID STATE ROAD 3; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 2914.79 FEET, THOUGH A CENTRAL ANGLE OF 00° 17'46", AN ARC LENGTH OF 15.06 FEET TO THE POINT OF BEGINNING.  
SAID PARCEL CONTAINING 3,223.66 SQUARE FEET OR 0.074 ACRES MORE OR LESS.

## SURVEYORS NOTES:

- 1) ALL BEARINGS USED IN THIS DESCRIPTION AND SHOWN ON THIS SKETCH (THIS IS NOT A SURVEY) ARE REFERENCED TO THE SOUTH RIGHT-OF-WAY OF CATALINA ISLE DRIVE. THE BEARING BEING N89°31'00"E.
- 2) THIS SKETCH MEETS THE STANDARD PRACTICES FOR SURVEYING AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
- 3) THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
- 4) ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
- 5) REFERENCE IS MADE TO AN OWNER AND ENCUMBRANCE REPORT FOR CARITE REALTY, LLC, PREPARED BY ABLES & CRAIG, P.A., FILE #8810-521 AND DATED JUNE 16, 2022.

## LEGEND

R/W	RIGHT-OF-WAY
NO.	NUMBER
PSM	PROFESSIONAL SURVEYOR AND MAPPER
ID	IDENTIFICATION
N	NORTH
S	SOUTH
E	EAST
W	WEST
SQ. FT.	SQUARE FEET
PG.	PAGE
O.R.B.	OFFICIAL RECORD BOOK

PREPARED FOR AND CERTIFIED TO: 1) BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS  
2) CARITE REALTY, LLC

PREPARED BY: **Masteller, Moler & Taylor, Inc.**  
PROFESSIONAL SURVEYORS AND MAPPERS  
LAND SURVEYING BUSINESS #4644  
1655 27th Street, Suite 2 Vero Beach, Florida 32960  
Phone: (772) 564-8050 Fax: (772) 794-0647



DAVID M. TAYLOR, PSM 5243  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

DRAWN BY: BMM

CHECKED BY: DMT

DATE: 6/10/2022

DRAWING: 8159-PARCEL104

PROJECT NO. 8159

REVISIONS	DATE	DESCRIPTION
1	8/2/22	REVISED PER COMMENTS
2	8/16/22	REVISED PER COMMENTS
3	8/29/22	REVISED PER NEW COMMENTS

SECTION 26

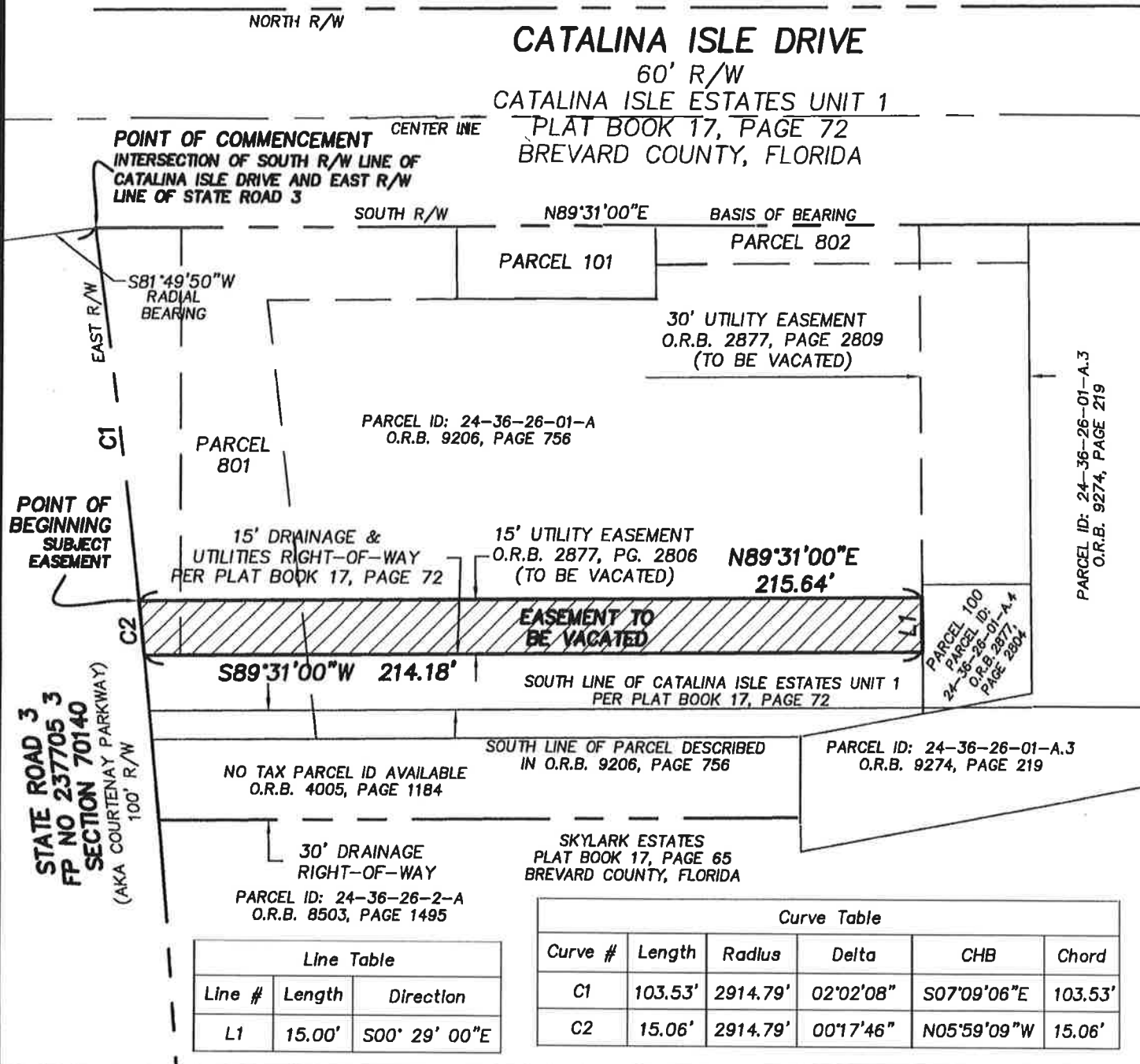
TOWNSHIP 24 SOUTH  
RANGE 36 EAST

# SKETCH OF DESCRIPTION

SHEET 4 OF 4

PARENT PARCEL ID#: 24-36-26-01-A  
PURPOSE: EASEMENT TO BE VACATED

NOT VALID WITHOUT SHEET 1, 2, and 3 OF 4  
THIS IS NOT A SURVEY



PREPARED BY:



**Masteller, Moler & Taylor, Inc.**

PROFESSIONAL SURVEYORS AND MAPPERS  
LAND SURVEYING BUSINESS #4644

1655 27th Street, Suite 2 Vero Beach, Florida 32960  
Phone: (772) 564-8050 Fax: (772) 794-0647

SCALE:

1"=40'

PROJECT NO.:

8159

SECTION 26

TOWNSHIP 24 SOUTH  
RANGE 36 EAST

Prepared by and return to: \_\_\_\_\_  
Public Works Department, Land Acquisition  
2725 Judge Fran Jamieson Way, A-204, Viera, Florida 32940  
A portion of interest in Tax Parcel ID: \_\_\_\_\_

**EXHIBIT "H "**  
**WARRANTY DEED**

**THIS DEED** is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by 890 N. Courtenay LLC, a Florida limited liability company, hereafter called the Grantor, whose mailing address is 1765 Rochelle Parkway, Merritt Island, Florida 32952, to Brevard County, a political subdivision of the State of Florida, hereafter called the Grantee, whose mailing address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940;

**WITNESSETH** that the Grantor, for and in consideration of the sum of One Dollar and No Cents (\$1.00) and other valuable considerations, paid, receipt of which is acknowledged, does grant, bargain, sell, and convey unto the Grantee, its successors and assigns the following described lands, lying and being in the Brevard County, Florida, to-wit:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"**

Together with all riparian and littoral rights appertaining thereto, and all interest in subsurface oil, gas, and minerals pursuant to section 270.11(3), Florida Statutes.

**TO HAVE AND TO HOLD THE SAME**, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise incident and/or appertaining thereto and all the estate, right, title and interest forever, and the Grantor does fully warrant the title to said lands, and will defend the same against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF**, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

GRANTOR:

890 N. Courtenay, LLC, a Florida limited liability company

By: \_\_\_\_\_  
Name / Title

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this \_\_\_\_ day of \_\_\_\_, 2021, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_ Is ☐ personally known or ☐ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Signature and (SEAL)

# LEGAL DESCRIPTION

## PARCEL 102

PARENT PARCEL ID#: 24-36-26-01-A  
PURPOSE: FEE SIMPLE CONVEYANCE

EXHIBIT "A"  
SHEET 1 OF 3

NOT VALID WITHOUT SHEETS 2/3 OF 3

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 102, FEE SIMPLE CONVEYANCE (PREPARED BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF TRACT "A" OF CATALINA ISLE ESTATES UNIT ONE, AS RECORDED IN PLAT BOOK 17, PAGE 72, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A PORTION OF THE NE 1/4 OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE, AS DESCRIBED IN THE SAID PLAT OF CATALINA ISLE ESTATES UNIT ONE, AND THE EAST RIGHT OF WAY LINE OF STATE ROAD 3, ALSO KNOWN AS NORTH COURTENAY PARKWAY, AS RECORDED IN FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 70140, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 9841, PAGE 2301, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN NORTH 89°31'00" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE AND THE NORTH LINE OF THAT SAID PARCEL OF LAND; FOR A DISTANCE OF 217.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°31'00" EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE AND NORTH LINE OF SAID PARCEL OF LAND FOR A DISTANCE OF 40.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE AND NORTH LINE OF SAID PARCEL OF LAND, RUN SOUTH 00°29'00" EAST ALONG THE EAST LINE OF SAID PARCEL OF LAND, FOR A DISTANCE OF 40.00 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE OF SAID PARCEL OF LAND, RUN SOUTH 89°31'00" WEST ALONG A LINE PARALLEL WITH AND 40.00 FEET SOUTH OF THE SAID SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE FOR A DISTANCE OF 40.00 FEET TO A POINT; THENCE RUN NORTH 00°29'00" WEST ALONG A LINE PARALLEL WITH AND 40.00 FEET WEST OF THE EAST LINE OF SAID PARCEL OF LAND FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.037 ACRES (1,600 SQUARE FEET), MORE OR LESS.



Digitally signed  
by Sherry  
Manor  
Date:  
2023.09.29  
09:16:58 -04'00'

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COMMISSIONERS

SHERRY LEE MANOR, PSM - LS# 6961  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117, CASSELBERRY, FL 32707  
PHONE: (407) 681-3836

L & S  
Diversified

DRAWN BY: M.SANTAMARINA

CHECKED BY: B.ALEXANDER

PROJECT NO 230091

REVISIONS

DATE

DESCRIPTION

DATE: 9/27/2023

SHEET: 1 OF 3

SECTION 26

TOWNSHIP 24 SOUTH  
RANGE 36 EAST

# NOTES AND ABBREVIATIONS

## PARCEL 102

PARENT PARCEL ID#: 24-36-26-01-A

PURPOSE: FEE SIMPLE CONVEYANCE

### EXHIBIT "A"

SHEET 2 OF 3

NOT VALID WITHOUT SHEETS 1/3 OF 3

**THIS IS NOT A SURVEY**

### SURVEYORS NOTES:

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO ESTABLISH A FEE SIMPLE PARCEL.
2. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
3. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN ELECTRONIC COMPUTER GENERATED SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THE BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF CATALINA ISLE DRIVE AS BEING NORTH 89°31'00" EAST.
5. THIS SKETCH WAS PREPARED WITH THE BENEFIT OF THE FOLLOWING REFERENCES:
  - 5.1. OWNERSHIP AND ENCUMBRANCE (O&E) BY NEW REVELATIONS, INC., REPORT FILE NO. 23-1303, EFFECTIVE THROUGH 8/29/2023. EASEMENTS AND EXCEPTIONS:
    - 5.1.1. PLAT RECORDED IN PLAT BOOK 17, PAGE 72. - AFFECTS, SHOWN HEREON.
    - 5.1.2. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 533, PAGE 444. UNABLE TO REVIEW.
    - 5.1.3. RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 570, PAGE 856. UNABLE TO REVIEW.
    - 5.1.4. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 595, PAGE 1016. UNABLE TO REVIEW.
    - 5.1.5. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 595, PAGE 1019. UNABLE TO REVIEW.
    - 5.1.6. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 595, PAGE 1022. UNABLE TO REVIEW.
    - 5.1.7. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 603, PAGE 129. UNABLE TO REVIEW.
    - 5.1.8. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 609, PAGE 222. UNABLE TO REVIEW.
    - 5.1.9. EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 939, PAGE 685. AFFECTS. PLOTTED.
    - 5.1.10. EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2877, PAGE 2806. AFFECTS. PLOTTED.
    - 5.1.11. EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2877, PAGE 2809. AFFECTS. PLOTTED.

### SYMBOLS AND ABBREVIATION

#### LEGEND:

AKA = ALSO KNOWN AS  
COR = CORNER  
ESMT = EASEMENT  
FDOT = FLORIDA DEPARTMENT OF  
TRANSPORTATION  
ORB = OFFICIAL RECORDS BOOK  
NO. = NUMBER  
PB = PLAT BOOK  
PG = PAGE

POC = POINT OF COMMENCEMENT  
POB = POINT OF BEGINNING  
SQ FT = SQUARE FEET  
R/W = RIGHT-OF-WAY  
SEC = SECTION  
R = RADIUS  
L = ARC LENGTH  
Δ = DELTA  
C = CHORD DISTANCE  
CD = CHORD BEARING



Digitally signed  
by Sherry  
Manor  
Date:  
2023.09.29  
09:17:12 -04'00'

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COMMISSIONERS

SHERRY LEE MANOR, PSM - LS# 6961  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117, CASSELBERRY, FL 32707  
PHONE: (407) 681-3836

L & S  
Diversified

DRAWN BY: M.SANTAMARINA

CHECKED BY: B.ALEXANDER

PROJECT NO. 230091

REVISIONS

DATE

DESCRIPTION

DATE: 9/27/2023

SHEET: 2 OF 3

SECTION 26

TOWNSHIP 24 SOUTH

RANGE 36 EAST

# SKETCH OF DESCRIPTION

## PARCEL 102

PARENT PARCEL ID#: 24-36-26-01-A  
PURPOSE: FEE SIMPLE CONVEYANCE

## EXHIBIT "A"

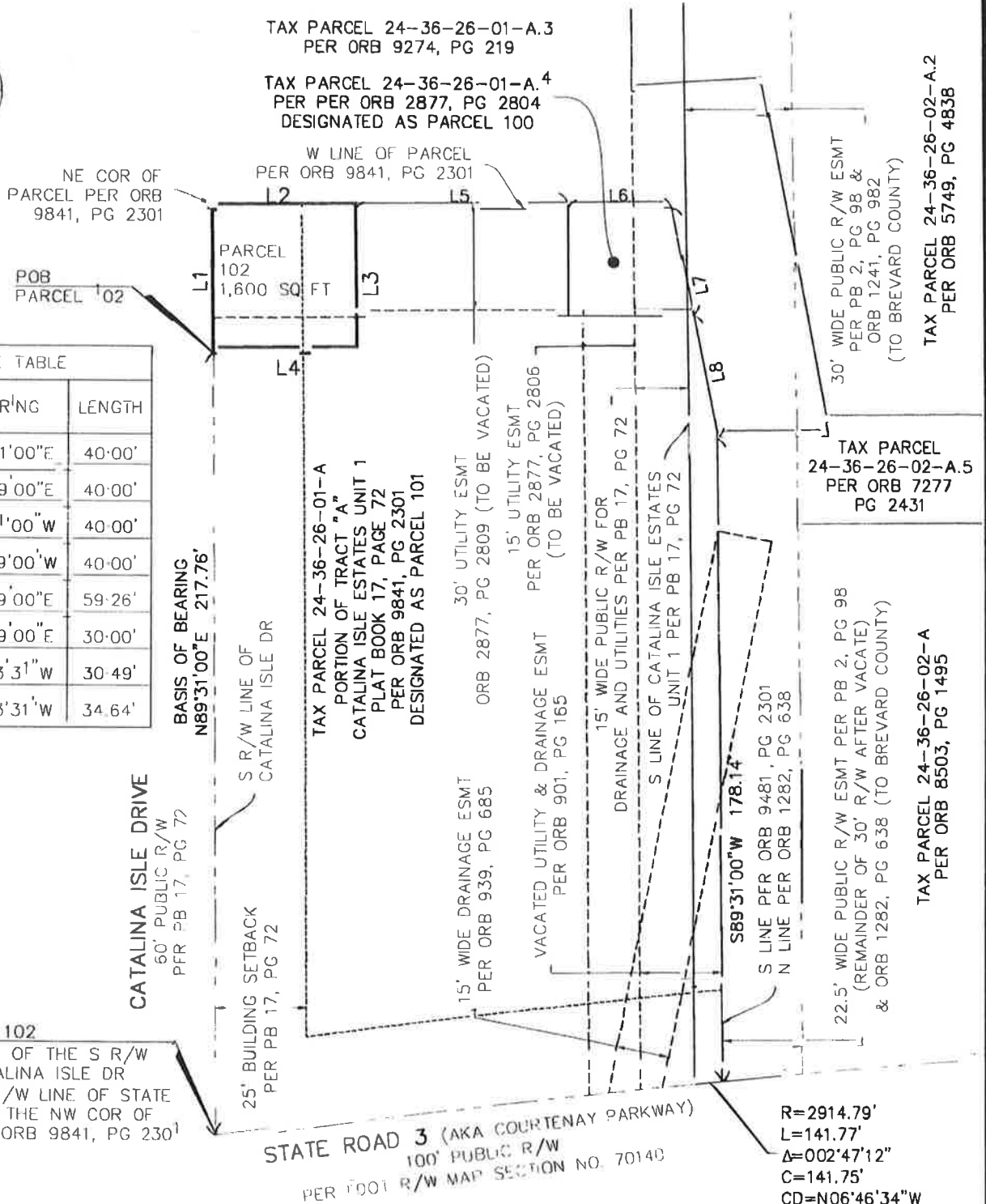
SHEET 3 OF 3

NOT VALID WITHOUT SHEETS 1/3 OF 3

**THIS IS NOT A SURVEY**



LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	N89°31'00"E	40.00'
L2	S00°29'00"E	40.00'
L3	S89°31'00"W	40.00'
L4	N00°29'00"W	40.00'
L5	S00°29'00"E	59.26'
L6	S00°29'00"E	30.00'
L7	S79°13'31"W	30.49'
L8	S79°13'31"W	34.64'



### POC PARCEL 102

INTERSECTION OF THE S R/W LINE OF CATALINA ISLE DR AND THE E R/W LINE OF STATE ROAD 3 AND THE NW COR OF PARCEL PER ORB 9841, PG 2301

PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117  
CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L & S  
Diversified

SCALE: 1" = 40'  
PROJECT NO.: 230091

SECTION 26  
TOWNSHIP 24 SOUTH  
RANGE 36 EAST



**EXHIBIT "I"**  
**UTILITY EASEMENT TEMPLATE**

Prepared by and return to:  
Public Works Department, Land Acquisition  
2725 Judge Fran Jamieson Way, A 204, Viera, Florida 32940  
A portion of interest in Tax Parcel ID:

**THIS INDENTURE**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between 890 N. Courtenay LLC, a Florida limited liability company, whose address is 1765 Rochelle Parkway, Merritt Island, Florida 32952, as the first party, and Brevard County, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, as the second party, for the use and benefit of Brevard County, Florida.

**WITNESSETH** that the first party, in consideration of One Dollar (\$1.00) and other valuable consideration paid, the receipt of which is acknowledged, grants unto the second party, its successors and assigns, a perpetual easement commencing on the above date for the purposes of operating, constructing, reconstructing, reconfiguring, and maintaining a sanitary sewer line and related facilities and other allied uses pertaining thereto, over, under, upon, above, and through the following lands:

The land affected by the granting of the easement is located in Section 26, Township 24 South, Range 36 East, Brevard County, Florida, and being more particularly described as follows:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AS "EXHIBIT A"**

Including the right of ingress and egress onto the easement area as may be necessary for the full use and enjoyment by the second party of its easement. The first party shall have full use and enjoyment of the easement area but shall not make any improvements within the easement area which will conflict or interfere with the easement granted herein.

**TO HAVE AND TO HOLD** said easement unto Brevard County, a political subdivision of the State of Florida, and to its successors and/or assigns. The first party does covenant with the second party that it is lawfully seized and possessed of the lands above described and that it has a good and lawful right to convey it or any part thereof.

(Signatures and Notary on next page)



**IN WITNESS WHEREOF**, the first party has caused this easement to be executed, the day and year first above written.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

890 N. Courtenay LLC, a Florida  
limited liability company

\_\_\_\_\_  
Print name

BY: \_\_\_\_\_  
Michael A. DiChristopher, Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print name

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this \_\_\_\_ day of \_\_\_\_\_, 2023, by Michael A. DiChristopher, as Manager for 890 N. Courtenay LLC, a Florida limited liability company. Is ☐ personally known or ☐ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Signature  
SEAL

**LEASE AGREEMENT  
FOR LIFT STATION C17 RELOCATION AND RECONSTRUCTION**

**THIS LEASE AGREEMENT** (hereinafter the "Lease") is made and entered into the date of last signature below (hereinafter the "Effective Date"), by and between the following Parties: Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, and 890 N. Courtenay LLC, a Florida Limited Liability Company, (hereinafter the "LLC"), whose address is 1765 Rochelle Parkway, Merritt Island, Florida 32952. "Party" or "Parties" means the Parties to this Agreement, individually or collectively as indicated in the context by which it appears.

**WITNESSETH**

**WHEREAS**, the COUNTY owns that certain property that is currently used as a sanitary sewer lift station and associated facilities known as Lift Station C17 (hereinafter the "County Property"), identified further in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

**WHEREAS**, the Brevard County Utility Services Department has determined that there is a need to relocate Lift Station C17 to make it more easily accessible for maintenance work and upkeep; and

**WHEREAS**, the COUNTY's current legal access to Lift Station C17 is over an adjacent property that is owned by the LLC with an address of 890 N. Courtenay Parkway, Merritt Island, Florida 32953 and Brevard County Property Identification Number 24-36-26-01-A (hereinafter the "LLC's Property"), identified further in **Exhibit B**, which is attached hereto and incorporated herein by this reference; and

**WHEREAS**, the Parties have decided to enter into an Exchange Agreement, which is incorporated herein by this reference, wherein the County will transfer to the LLC the parcel where Lift Station C17 is currently located, while the LLC will transfer a portion of its property to the County that will ensure the new lift station can be relocated and constructed (hereinafter the "LLC's Exchange Parcel"), identified further in **Exhibit C**, which is attached hereto and incorporated herein by this reference; and

**WHEREAS**, this Lease is part consideration for the Exchange Agreement, which includes additional terms and conditions that the Parties are bound by in order to proceed to exchange the properties identified above; and

**WHEREAS**, the County believes that the proposed location of the new lift station will allow the County to construct a replacement lift station that will allow Lift Station C17 to be taken offline, and will make future maintenance efforts more efficient and cost-effective; and

**WHEREAS**, the Parties understand that the purpose of this Lease is to allow the County to stage construction equipment, conduct studies of the site, and develop the necessary infrastructure to complete the relocation and construction of a new lift station (hereinafter the "Project"); and

**WHEREAS**, in accordance with Section 125.031, Florida Statutes, the Board of County Commissioners of Brevard County, Florida (hereinafter the "Board"), finds that this Lease is being paid from current or other legally available funds, serves a public purpose, is in the public interest, and is necessary and convenient to provide for the public health, safety, and welfare.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the LLC agree as follows:

1. **Term.** The term of this Lease Agreement shall commence on the Effective Date and continue for a period of two (2) years (hereinafter the "Lease Term"). In the County's sole discretion, the Lease Term may be extended twice in six-month increments. The County may request such extension(s) in writing no later than forty-five (45) days before the Lease Term expires.

2. **Payment.** The County agrees to pay the LLC \$144,000 (inclusive of any applicable taxes and fees) for the initial term of two (2) years, payable in 24 equal monthly installments of \$6,000. The County shall pay the LLC \$40,000 (inclusive of any applicable taxes and fees and adjusted for C.P.I.) during each extension period, payable in equal monthly installments of \$6,666.67. If the County terminates the Lease early due to completion of the Project, then the County shall not be entitled to any prorated amounts.

3. **County Obligations.** The County shall be responsible for the following:

- a) The County will secure the LLC Property with a six-foot chain link fence during the duration of the Lease Term. Upon expiration or termination of the Lease, the County shall remove the fence.
- b) The County shall return the LLC Property to the same or similar condition to the state it was found on the Effective Date.
- c) The County shall require any contractor(s) onsite to include the LLC as an additional insured on any respective insurance policy(ies).
- d) The County shall provide written notice within five (5) days of notification of any damage cause to the LLC's structures located on the building by fire or other casualty.

4. **Use of Property.** The County shall use the LLC Property for the following activities, including, but not limited to, staging construction equipment, conducting studies of the site to determine the feasibility of installing and constructing utilities infrastructure, including a new lift station, and developing the necessary infrastructure to complete the Project. Upon Project completion, the County shall remove all unnecessary infrastructure used to develop the new lift station.

The County shall obtain and pay for all permits required for the County's use of the Property and shall promptly take any action necessary to comply with all applicable statutes, ordinances, rules, regulations, and/or orders pertaining to work associated with the Project.

If it is determined in the sole discretion of the County that the Project is not feasible, including, but not limited to, lack of funding or site conditions do not permit the reconstruction and relocation of the lift station, then the County shall make any repairs to the LLC Property caused by the County and its agents, this Lease shall terminate, and the Exchange Agreement will be null and void.

5. **Improvements.** The County will stage construction equipment and construct infrastructure associated with the relocation of Lift Station C17. It is hereby mutually agreed and understood that any improvements affixed or constructed on the Property shall belong to the County regardless of whether this Lease is terminated or expires naturally.

6. **Illegal, Unlawful, or Improper Use(s).** The County shall make no illegal, improper, immoral, or unlawful use of the LLC Property nor will the County allow the use of the LLC Property for any purpose other than those outlined in this Lease. Failure of the County to comply with this provision shall be considered a breach and the LLC shall notify the County of such breach, in writing, and provide a reasonable time to comply such breach prior to termination.

7. **Condition of Property.** The County accepts the LLC Property as of the execution of this Lease in its existing condition as of such date as-is, where-is, and with all faults, without representations or warranties of any kind, expressed or implied, including, but not limited to, with respect to such matters as title, zoning use, economic feasibility, and soil, environmental and other physical conditions, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. Except as provided herein, the County acknowledges that the LLC has not made any representations or warranties to the County as to the condition of the LLC Property.

8. **Indemnification.** During the Lease Term, both Parties agree to be responsible for the negligent, reckless, and/or intentional wrongful acts or omissions of

their respective employees, agents, officers, and other personnel (hereinafter "agents"), for any and all claims, damages, losses, and expenses, including attorney's fees arising out of resulting from the performance of their respective activities under this Lease, where such claim, damage, loss, or expense is caused by their respective agents.

The County's indemnity and liability obligations hereunder shall be subject to the County's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes, as may be amended. Nothing in this Lease is intended to inure to the benefit of any third party for the purposes of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of the County's sovereign immunity.

All personal property housed or placed on the LLC's Property during the Lease Term shall be at the risk of the LLC and the County shall not be liable for any loss or damage to the LLC's personal property located thereon for any cause whatsoever.

9. **Encumbrances and Liens.** Neither Party shall encumber and/or lien the LLC Property during the Lease Term in any form or fashion whatsoever, without the prior written consent of the other Party. The County shall pay, when due, all undisputed claims for labor and materials furnished in association with the Project.

10. **Right of Entry.** The LLC and its agents shall have no right to enter the LLC Property without the advanced written permission of the County. Such permission may be withheld by the County because the LLC Property will be a construction zone and have construction equipment staged thereon.

11. **Covenants Against Assignments and Subletting.** Neither Party shall assign or sublet any of the LLC Property during the Lease Term without the advance written permission of the other party.

12. **Default.** The Parties understands and agrees that this Lease is consideration for the Exchange Agreement. Should either Party fail or neglect to perform or observe any or all of the covenants contained herein, this Agreement shall become null and void.

13. **Attorneys' Fees.** In the event of any legal action to enforce the terms of this Lease, the prevailing Party shall be entitled to attorney's fees and costs.

14. **Surrender.** Upon the last day of the Lease Term, the County shall peaceably and quietly leave the LLC Property in good order and repair.

15. **Notice.** Notice under this Lease shall be given as follows:

**AS TO THE COUNTY:**

Brevard County Utility Services Department  
C/O Department Director  
27225 Judge Fran Jamieson Way  
Building A  
Viera, FL 32940

**AS TO THE LLC:**

890 N Courtenay LLC  
C/O Michael DiChristopher  
1765 Rochelle Parkway  
Merritt Island, FL 32952

16. **Severability.** If any section or provision of this Lease is determined to be invalid by a court of competent jurisdiction, all other sections and provisions of this Lease shall remain in full force and effect to accomplish the intent of this agreement.

17. **Governing Laws.** This Lease shall be construed and interpreted under the laws of the State of Florida. Any action brought pursuant to this Lease shall be in accordance with Florida law.

18. **Venue; Waiver of Jury Trial.** Venue for any action brought pursuant to this Lease shall be in a court of competent jurisdiction in and for Brevard County, Florida. **THE PARTIES AGREE ANY TRIAL TO ENFORCE, CONSTRUE, OR INTERPRET THIS LEASE SHALL BE NON-JURY AND THAT EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL.**

19. **Audit.** In performance of this Lease, the Parties understand that the County is subject to Florida's Public Records Law, including Chapter 119, Florida Statutes. Books, records, and accounts related to the performance of this Lease shall be open to public inspection during regular business hours of the County. The LLC shall keep books, records, and accounts of all activities, related to this Lease, in compliance with generally accepted accounting procedures.

20. **Counterparts.** This Lease may be executed by the authorized representative of each Party in counterparts, each of which, when taken together, shall constitute one and the same agreement. A facsimile or similar electronic transmission of a signed counterpart shall be regarded as an original signed by such party for all purposes.

21. **Entire Agreement.** The Parties understand and acknowledge that this Lease is consideration for the Exchange Agreement, which is incorporated herein by this reference, between the Parties. This Lease, including any Exhibits, if any, attached hereto, sets forth the entire agreement between the Parties. This Lease shall not be modified except by a writing subscribed to by both Parties.

IN WITNESS WHEREOF, each Party has caused this Lease to be executed in its name by its legally authorized representative on the date of last signature below.

WITNESSES

Lisa J. Kruse  
Name

[Signature] 9/29/23  
Signature Date

Lucy Hamelers  
Name

[Signature] 9.29.2023  
Signature Date

Attest:

[Signature]  
Rachel Sadoff, Clerk of the Courts

890 N. Courtenay, LLC

BY: [Signature]  
Michael DiChristopher, Manager

DATE: 9/29/2023

Brevard County, Florida

BY: [Signature]  
Rita Pritchett, Chair

DATE: Oct 24, 2023

As approved by the Board on:

Oct 24, 2023

Approved as to legal form and content  
solely for Brevard County:

BY: [Signature]  
Deputy County Attorney

# LEGAL DESCRIPTION

## PARCEL 100

PARENT PARCEL ID#: 24-36-26-01-A.4  
PURPOSE: FEE SIMPLE CONVEYANCE

## EXHIBIT "A"

SHEET 1 OF 3

NOT VALID WITHOUT SHEETS 2/3 OF 3

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: OFFICIAL RECORDS BOOK 2877, PAGE 2804, DESIGNATED AS PARCEL 100  
A PARCEL OF LAND BEING ALL THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2877, PAGE  
2804 AS FOLLOWS:

LEGAL DESCRIPTION FOR LIFT STATION: A PARCEL OF LAND BEING A PORTION OF TRACT "A" OF  
CATALINA ISLES ESTATES UNIT ONE, AS RECORDED IN PLAT BOOK 17, PAGE 72, OF THE PUBLIC  
RECORDS OF BREVARD COUNTY, FLORIDA, AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 26,  
TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CATALINA ISLE DRIVE AND  
THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 3 (NORTH COURTENAY PARKWAY); THENCE RUN  
N89°31'00"E ALONG SAID SOUTH LINE, 257.76 FEET; THENCE RUN S00°29'00"E, 129.26 FEET TO THE  
POINT OF BEGINNING; THENCE RUN S79°13'31"W, 30.49 FEET; THENCE RUN N00°29'00"W, 35.45 FEET;  
THENCE RUN N89°31'00"E, 30.00 FEET; THENCE RUN S00°29'00"E, 30.00 FEET TO THE POINT OF  
BEGINNING.

SAID PARCEL CONTAINING 981.71 SQUARE FEET OR 0.023 ACRES MORE OR LESS.



Digitally signed  
by Sherry  
Manor  
Date:  
2023.09.29  
09:17:35 -04'00'

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COMMISSIONERS

SHERRY LEE MANOR, PSM - LS# 6961  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117, CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L & S  
Diversified

DRAWN BY: M.SANTAMARINA

CHECKED BY: B.ALEXANDER

PROJECT NO. 230091

DATE: 9/27/2023

SHEET: 1 OF 3

REVISIONS

DATE

DESCRIPTION

SECTION 26  
TOWNSHIP 24 SOUTH  
RANGE 36 EAST



# NOTES AND ABBREVIATIONS

## PARCEL 100

PARENT PARCEL ID#: 24-36-26-01-A.4

PURPOSE: FEE SIMPLE CONVEYANCE

EXHIBIT "A"

SHEET 2 OF 3

NOT VALID WITHOUT SHEETS 1/3 OF 3

THIS IS NOT A SURVEY

### SURVEYORS NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO SHOW THE RELATIONSHIP OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2877, PAGE 2804.
2. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
3. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN ELECTRONIC COMPUTER GENERATED SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THE BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF CATALINA ISLE DRIVE AS BEING NORTH 89°31'00" EAST.
5. NO TITLE WORK WAS PROVIDED BY THE CLIENT.

### SYMBOLS AND ABBREVIATION

#### LEGEND:

AKA = ALSO KNOWN AS  
COR = CORNER  
ESMT = EASEMENT  
FDOT = FLORIDA DEPARTMENT OF  
TRANSPORTATION  
ORB = OFFICIAL RECORDS BOOK  
NO. = NUMBER  
PB = PLAT BOOK  
PG = PAGE

POC = POINT OF COMMENCEMENT  
POB = POINT OF BEGINNING  
SQ FT = SQUARE FEET  
R/W = RIGHT-OF-WAY  
SEC = SECTION  
R = RADIUS  
L = ARC LENGTH  
Δ = DELTA  
C = CHORD DISTANCE  
CD = CHORD BEARING



Digitally signed  
by Sherry Manor

Date:

2023.09.29

09:17:52 -04'00'

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COMMISSIONERS

SHERRY LEE MANOR, PSM - LS# 6961  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117, CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L & S  
Diversified

DRAWN BY: M.SANTAMARINA

CHECKED BY: B.ALEXANDER

PROJECT NO. 230091

REVISIONS

DATE

DESCRIPTION

DATE: 9/27/2023

SHEET: 2 OF 3

SECTION 26  
TOWNSHIP 24 SOUTH  
RANGE 36 EAST

# SKETCH OF DESCRIPTION

## PARCEL 100

PARENT PARCEL ID#: 24-36-26-01-A.4

PURPOSE: FEE SIMPLE CONVEYANCE

## EXHIBIT "A"

SHEET 3 OF 3

NOT VALID WITHOUT SHEETS 1/2 OF 3

**THIS IS NOT A SURVEY**



TAX PARCEL 24-36-26-01-A.3  
PER ORB 9274, PG 219

TAX PARCEL  
24-36-26-01-A.4  
PER ORB 2877, PG 2804  
DESIGNATED AS PARCEL 100

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S79°13'31"W	30.49'
L2	N00°29'00"W	35.45'
L3	N89°31'00"E	30.00'
L4	S00°29'00"E	30.00'

BASIS OF BEARING  
N89°31'00"E 257.76'

S R/W LINE OF  
CATALINA ISLE DR

CATALINA ISLE DRIVE  
60' PUBLIC R/W  
PER PB 17, PG 72

25' BUILDING SETBACK  
PER PB 17, PG 72

TAX PARCEL 24-36-26-01-A  
PORTION OF TRACT "A", CATALINA ISLE ESTATES UNIT 1  
PLAT BOOK 17, PAGE 72  
PER ORB 9841, PG 2301  
DESIGNATED AS PARCEL 101

15' WIDE DRAINAGE ESMT  
PER ORB 939, PG 685

30' UTILITY ESMT PER ORB 2877, PG 2809  
(TO BE VACATED)

15' UTILITY ESMT  
PER ORB 2877, PG 2806  
(TO BE VACATED)

VACATED UTILITY & DRAINAGE ESMT  
PER ORB 901, PG 165

15' WIDE PUBLIC R/W FOR  
DRAINAGE AND UTILITIES PER PB 17, PG 72

S LINE OF CATALINA ISLE ESTATES  
UNIT 1 PER PB 17, PG 72

S LINE PER ORB 9481, PG 2301  
N LINE PER ORB 1282, PG 638

22.5' WIDE PUBLIC R/W ESMT PER PB 2, PG 98  
(REMAINDER OF 30' R/W AFTER VACATE)  
& ORB 1282, PG 638 (TO BREVARD COUNTY)

TAX PARCEL 24-36-26-02-A  
PER ORB 8503, PG 1495

TAX PARCEL  
24-36-26-02-A.5  
PER ORB 7277  
PG 2431

30' WIDE PUBLIC R/W ESMT  
PER PB 2, PG 98 &  
ORB 1241, PG 982  
(TO BREVARD COUNTY)

TAX PARCEL 24-36-26-02-A.2  
PER ORB 5749, PG 4838

STATE ROAD 3

(AKA COURTENAY PARKWAY)

100' PUBLIC R/W PER FDOT R/W MAP SECTION NO. 70140

### POC PARCEL 100

INTERSECTION OF THE S R/W  
LINE OF CATALINA ISLE DR  
AND THE E R/W LINE OF  
STATE ROAD 3

PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117  
CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L & S  
Diversified

SCALE:  
1" = 40'  
PROJECT NO.:  
230091

SECTION 26  
TOWNSHIP 24 SOUTH  
RANGE 36 EAST

# LEGAL DESCRIPTION

## PARCEL 101

PARENT PARCEL ID#: 24-36-26-01-A

PURPOSE: OFFICIAL RECORDS BOOK 9841, PAGE 2301  
DESIGNATED AS PARCEL 101

## EXHIBIT "B"

SHEET 1 OF 3

NOT VALID WITHOUT SHEETS 2/3 OF 3

THIS IS NOT A SURVEY

### LEGAL DESCRIPTION (PER OFFICIAL RECORDS BOOK 9841, PAGE 2301, DESIGNATED AS PARCEL 101):

A PARCEL OF LAND BEING A PORTION OF TRACT "A" OF CATALINA ISLE ESTATES UNIT ONE, AS RECORDED IN PLAT BOOK 17, PAGE 72, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A PORTION OF THE NE 1/4 OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE, AND THE EAST RIGHT OF WAY LINE OF STATE ROAD 3 (NORTH COURTENAY PARKWAY); THENCE RUN NORTH 89°31'00" EAST, ALONG SAID SOUTH LINE OF CATALINA ISLE DRIVE, 257.76 FEET; THENCE RUN SOUTH 00°29'00" EAST, 129.26 FEET; THENCE RUN SOUTH 79°13'31" WEST, 65.00 FEET; THENCE RUN SOUTH 89°31'00" WEST, 178.14 FEET TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 3, SAID BEING A CIRCULAR CURVE CONCAVE TO THE WEST, THE CENTER OF WHICH BEARS SOUTH 84°33'52" WEST FROM SAID POINT OF INTERSECTION; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 294.79 FEET, THROUGH A CENTRAL ANGLE OF 2°47'11" FOR AN ARC DISTANCE OF 141.75 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: A PARCEL OF LAND BEING A PORTION OF TRACT "A" OF CATALINA ISLES ESTATES UNIT ONE AS RECORDED IN PLAT BOOK 17, PAGE 72, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A PORTION OF THE NE 1/4 OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CATALINA ISLE DRIVE AND THE EAST RIGHT-OF-WAY OF STATE ROAD 3 (NORTH COURTENAY PARKWAY); THENCE RUN NORTH 89°31'00" EAST ALONG SAID SOUTH LINE, 257.76 FEET; THENCE RUN SOUTH 00°29'00" EAST, 129.26 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 79°13'31" WEST, 30.49 FEET; THENCE RUN NORTH 00°29'00" WEST, 35.45 FEET; THENCE RUN NORTH 89°31'00" EAST, 30.00 FEET; THENCE RUN SOUTH 00°29'00" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.775 ACRES (33,772 SQUARE FEET), MORE OR LESS.



Digitally signed  
by Sherry Manor

Date:

2023.09.29

09:15:39 -04'00'

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COMMISSIONERS

SHERRY LEE MANOR, PSM - LS# 6961  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: I&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117, CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L S  
Diversified

DRAWN BY: M.SANTAMARINA

CHECKED BY: B.ALEXANDER

PROJECT NO. 230091

REVISIONS

DATE

DESCRIPTION

SECTION 26

TOWNSHIP 24 SOUTH

RANGE 36 EAST

DATE: 9/27/2023

SHEET: 1 OF 3

# NOTES AND ABBREVIATIONS

## PARCEL 101

PARENT PARCEL ID#: 24-36-26-01-A

PURPOSE: OFFICIAL RECORDS BOOK 984, PAGE 2301  
DESIGNATED AS PARCEL 101

### EXHIBIT "B"

SHEET 2 OF 3

NOT VALID WITHOUT SHEETS 1/3 OF 3

**THIS IS NOT A SURVEY**

### SURVEYORS NOTES:

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO SHOW THE RELATIONSHIP OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 984, PAGE 2301.
2. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
3. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN ELECTRONIC COMPUTER GENERATED SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THE BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF CATALINA ISLE DRIVE AS BEING NORTH 89°31'00" EAST.
5. THIS SKETCH WAS PREPARED WITH THE BENEFIT OF THE FOLLOWING REFERENCES:
  - 5.1. OWNERSHIP AND ENCUMBRANCE (O&E) BY NEW REVELATIONS, INC., REPORT FILE NO. 23-1303, EFFECTIVE THROUGH 8/29/2023. EASEMENTS AND EXCEPTIONS:
    - 5.1.1. PLAT RECORDED IN PLAT BOOK 17, PAGE 72. - AFFECTS, SHOWN HEREON.
    - 5.1.2. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 533, PAGE 444. UNABLE TO REVIEW.
    - 5.1.3. RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 570, PAGE 856. UNABLE TO REVIEW.
    - 5.1.4. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 595, PAGE 1016. UNABLE TO REVIEW.
    - 5.1.5. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 595, PAGE 1019. UNABLE TO REVIEW.
    - 5.1.6. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 595, PAGE 1022. UNABLE TO REVIEW.
    - 5.1.7. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 603, PAGE 129. UNABLE TO REVIEW.
    - 5.1.8. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 609, PAGE 222. UNABLE TO REVIEW.
    - 5.1.9. EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 939, PAGE 685. AFFECTS, PLOTTED.
    - 5.1.10. EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2877, PAGE 2806. AFFECTS, PLOTTED.
    - 5.1.11. EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2877, PAGE 2809. AFFECTS, PLOTTED.

### SYMBOLS AND ABBREVIATION LEGEND:

AKA = ALSO KNOWN AS	POB = POINT OF BEGINNING
COR = CORNER	SQ FT = SQUARE FEET
ESMT = EASEMENT	R/W = RIGHT-OF-WAY
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION	SEC = SECTION
ORB = OFFICIAL RECORDS BOOK	R = RADIUS
NO = NUMBER	L = ARC LENGTH
PB = PLAT BOOK	Δ = DELTA
PG = PAGE	C = CHORD DISTANCE
POC = POINT OF COMMENCEMENT	CD = CHORD BEARING

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COMMISSIONERS



Digitally signed  
by Sherry  
Manor  
Date:  
2023.09.29  
09:16:28 -04'00'

SHERRY LEE MANOR, PSM - LS# 6961  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117, CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L S  
Diversified

DRAWN BY: M.SANTAMARINA

CHECKED BY: B.ALEXANDER

PROJECT NO. 230091

REVISIONS

DATE

DESCRIPTION

SECTION 26

TOWNSHIP 24 SOUTH

RANGE 36 EAST

DATE: 9/27/2023

SHEET: 2 OF 3

# SKETCH OF DESCRIPTION

## PARCEL 101

PARENT PARCEL ID#: 24-36-26-01-A

PURPOSE: OFFICIAL RECORDS BOOK 9841, PAGE 2301  
DESIGNATED AS PARCEL 101

## EXHIBIT "B"

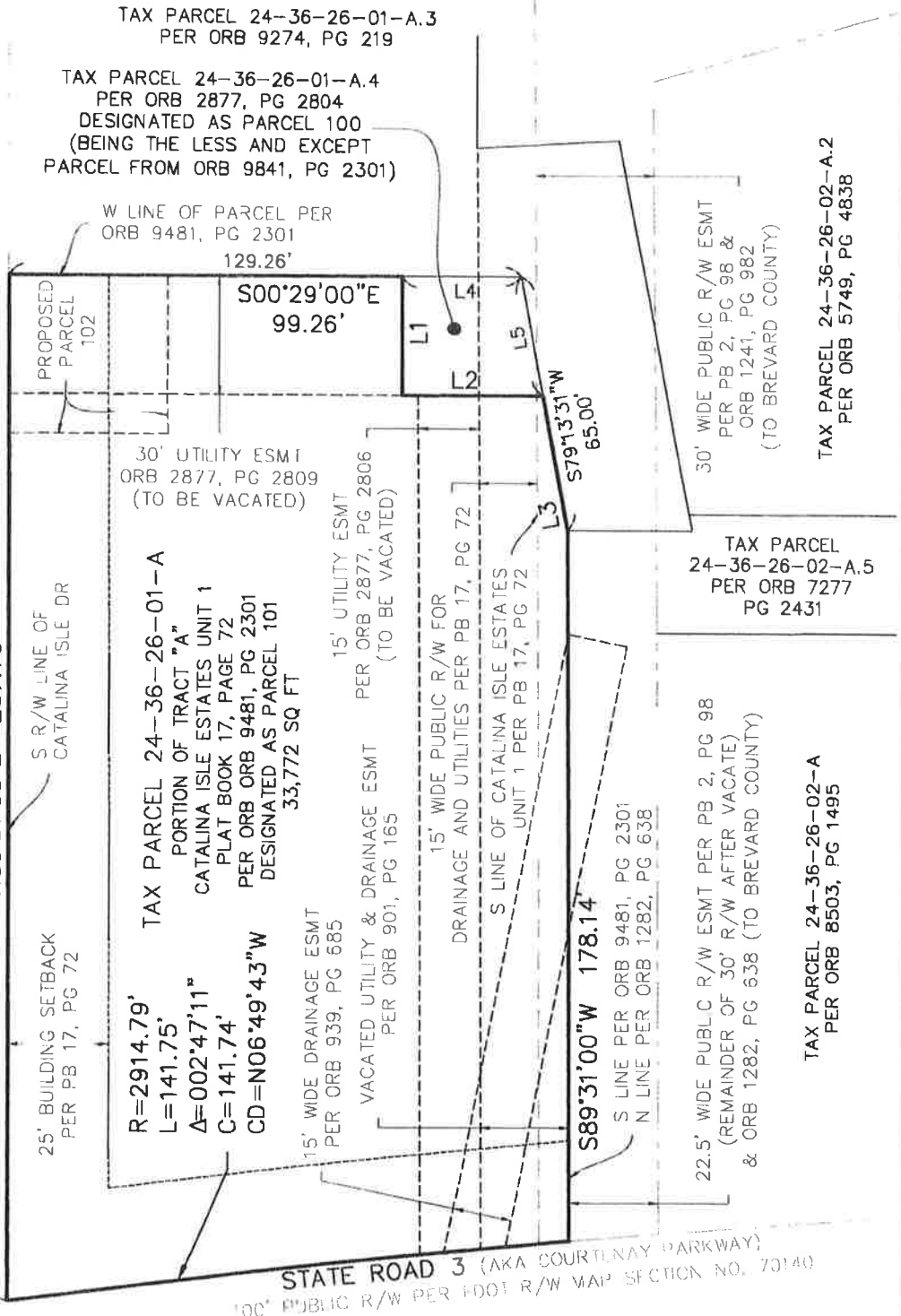
SHEET 3 OF 3

NOT VALID WITHOUT SHEETS 1/2 OF 3

THIS IS NOT A SURVEY



LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S89°31'00"W	30.00'
L2	S00°29'00"E	35.44'
L3	S79°13'31"W	34.51'
L4	S00°29'00"E	30.00'
L5	S79°13'31"W	30.49'



PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117  
CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L & S  
Diversified

SCALE:  
1" = 40'  
PROJECT NO.:  
230091

SECTION 26  
TOWNSHIP 24 SOUTH  
RANGE 36 EAST

# LEGAL DESCRIPTION

## PARCEL 102

PARENT PARCEL ID#: 24--36--26--01--A  
PURPOSE: FEE SIMPLE CONVEYANCE

EXHIBIT "C"

SHEET 1 OF 3

NOT VALID WITHOUT SHEETS 2/3 OF 3

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 102, FEE SIMPLE CONVEYANCE (PREPARED BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF TRACT "A" OF CATALINA ISLE ESTATES UNIT ONE, AS RECORDED IN PLAT BOOK 17, PAGE 72, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A PORTION OF THE NE 1/4 OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE, AS DESCRIBED IN THE SAID PLAT OF CATALINA ISLE ESTATES UNIT ONE, AND THE EAST RIGHT OF WAY LINE OF STATE ROAD 3, ALSO KNOWN AS NORTH COURTENAY PARKWAY, AS RECORDED IN FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 70140, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 9841, PAGE 2301, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN NORTH 89°31'00" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE AND THE NORTH LINE OF THAT SAID PARCEL OF LAND; FOR A DISTANCE OF 217.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°31'00" EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE AND NORTH LINE OF SAID PARCEL OF LAND FOR A DISTANCE OF 40.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE AND NORTH LINE OF SAID PARCEL OF LAND, RUN SOUTH 00°29'00" EAST ALONG THE EAST LINE OF SAID PARCEL OF LAND, FOR A DISTANCE OF 40.00 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE OF SAID PARCEL OF LAND, RUN SOUTH 89°31'00" WEST ALONG A LINE PARALLEL WITH AND 40.00 FEET SOUTH OF THE SAID SOUTH RIGHT OF WAY LINE OF CATALINA ISLE DRIVE FOR A DISTANCE OF 40.00 FEET TO A POINT; THENCE RUN NORTH 00°29'00" WEST ALONG A LINE PARALLEL WITH AND 40.00 FEET WEST OF THE EAST LINE OF SAID PARCEL OF LAND FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.037 ACRES (1,600 SQUARE FEET), MORE OR LESS.



Digitally signed  
by Sherry  
Manor  
Date:  
2023.09.29  
09:16:58 -04'00'

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COMMISSIONERS

SHERRY LEE MANOR, PSM - LS# 6961  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: L&S DIVERSIFIED  
BUSINESS LICENSE LB#7829  
ADDRESS: 489 STATE ROAD 436, STE 117, CASSELBERRY, FL 32707  
PHONE: (407) 681.3836

L & S  
Diversified

DRAWN BY: M.SANTAMARINA	CHECKED BY: B.ALEXANDER	PROJECT NO. 230091			SECTION 26 TOWNSHIP 24 SOUTH RANGE 36 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 9/27/2023	SHEET: 1 OF 3				

# NOTES AND ABBREVIATIONS

## PARCEL 102

PARENT PARCEL ID#: 24-36-26-01-A

PURPOSE: FEE SIMPLE CONVEYANCE

EXHIBIT "C"

SHEET 2 OF 3

NOT VALID WITHOUT SHEETS 1/3 OF 3

**THIS IS NOT A SURVEY**

### SURVEYORS NOTES:

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO ESTABLISH A FEE SIMPLE PARCEL.
2. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
3. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN ELECTRONIC COMPUTER GENERATED SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THE BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF CATALINA ISLE DRIVE AS BEING NORTH 89°31'00" EAST.
5. THIS SKETCH WAS PREPARED WITH THE BENEFIT OF THE FOLLOWING REFERENCES:
  - 5.1. OWNERSHIP AND ENCUMBRANCE (O&E) BY NEW REVELATIONS, INC., REPORT FILE NO. 23-1303, EFFECTIVE THROUGH 8/29/2023. EASEMENTS AND EXCEPTIONS:
    - 5.1.1. PLAT RECORDED IN PLAT BOOK 17, PAGE 72. - AFFECTS, SHOWN HEREON.
    - 5.1.2. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 533, PAGE 444. UNABLE TO REVIEW.
    - 5.1.3. RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 570, PAGE 856. UNABLE TO REVIEW.
    - 5.1.4. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 595, PAGE 1016. UNABLE TO REVIEW.
    - 5.1.5. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 595, PAGE 1019. UNABLE TO REVIEW.
    - 5.1.6. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 595, PAGE 1022. UNABLE TO REVIEW.
    - 5.1.7. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 603, PAGE 129. UNABLE TO REVIEW.
    - 5.1.8. AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 609, PAGE 222. UNABLE TO REVIEW.
    - 5.1.9. EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 939, PAGE 685. AFFECTS. PLOTTED.
    - 5.1.10. EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2877, PAGE 2806. AFFECTS. PLOTTED.
    - 5.1.11. EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2877, PAGE 2809. AFFECTS. PLOTTED.

### SYMBOLS AND ABBREVIATION

#### LEGEND:

AKA = ALSO KNOWN AS  
COR = CORNER  
ESMT = EASEMENT  
FDOT = FLORIDA DEPARTMENT OF  
TRANSPORTATION  
ORB = OFFICIAL RECORDS BOOK  
NO. = NUMBER  
PB = PLAT BOOK  
PG = PAGE

POC = POINT OF COMMENCEMENT  
POB = POINT OF BEGINNING  
SQ FT = SQUARE FEET  
R/W = RIGHT-OF-WAY  
SEC = SECTION  
R = RADIUS  
L = ARC LENGTH  
Δ = DELTA  
C = CHORD DISTANCE  
CD = CHORD BEARING



Digitally signed  
by Sherry  
Manor

Date:  
2023.09.29  
09:17:12 -04'00'

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L & S  
Diversified

DRAWN BY: M.SANTAMARINA

CHECKED BY: B.ALEXANDER

PROJECT NO. 230091

DATE: 9/27/2023

SHEET: 2 OF 3

REVISIONS

DATE

DESCRIPTION

SECTION 26

TOWNSHIP 24 SOUTH  
RANGE 36 EAST

# SKETCH OF DESCRIPTION

## PARCEL 102

PARENT PARCEL ID#: 24-36-26-01-A  
PURPOSE: FEE SIMPLE CONVEYANCE

# EXHIBIT "C"

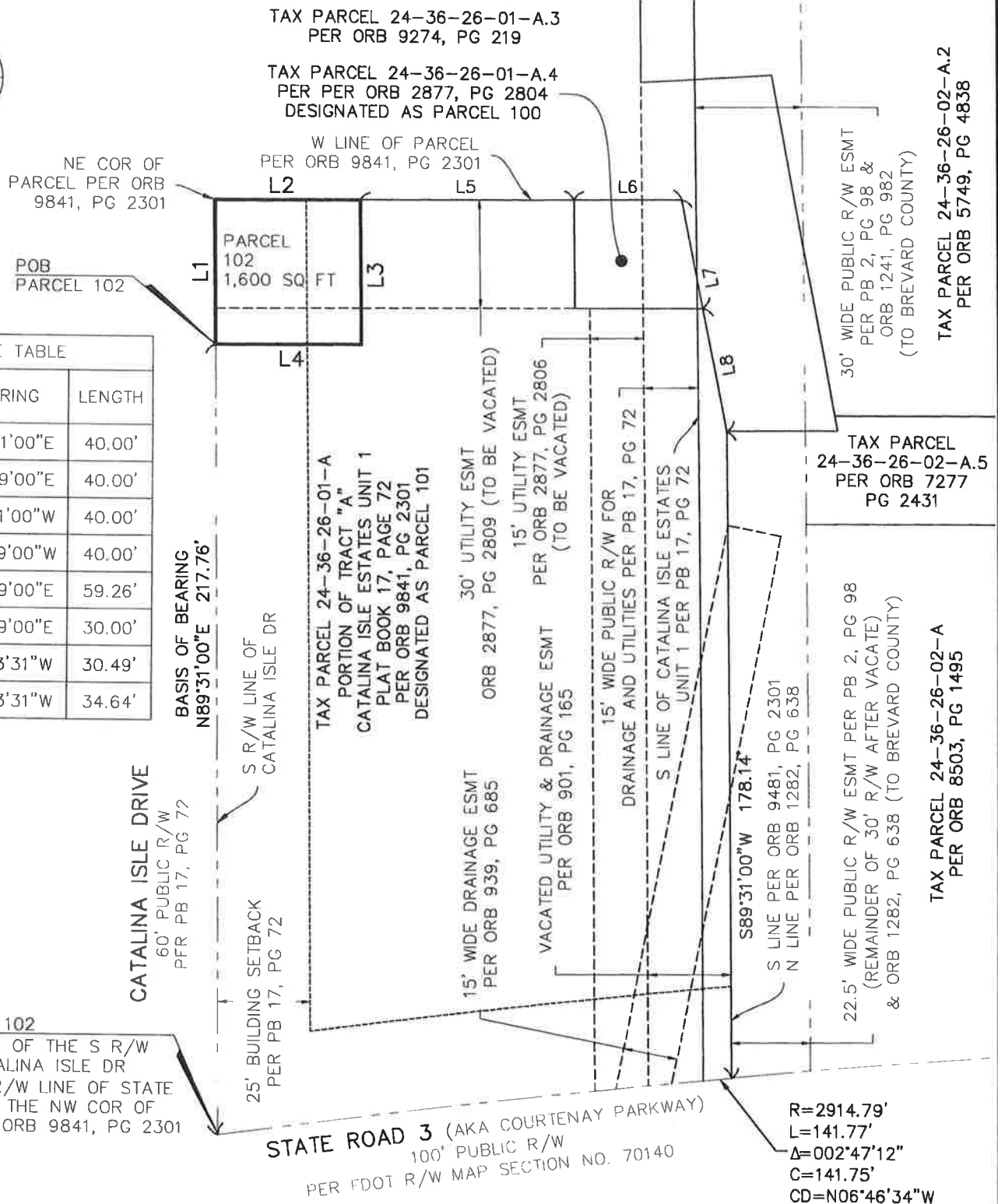
SHEET 3 OF 3

NOT VALID WITHOUT SHEETS 1/2 OF 3

**THIS IS NOT A SURVEY**



LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	N89°31'00"E	40.00'
L2	S00°29'00"E	40.00'
L3	S89°31'00"W	40.00'
L4	N00°29'00"W	40.00'
L5	S00°29'00"E	59.26'
L6	S00°29'00"E	30.00'
L7	S79°13'31"W	30.49'
L8	S79°13'31"W	34.64'



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SCALE:  
1" = 40'  
PROJECT NO.:  
230091

SECTION 26  
TOWNSHIP 24 SOUTH  
RANGE 36 EAST



## LOCATION MAP

**Section 26, Township 24 South, Range 36 East - District: 2**

**PROPERTY LOCATION:** East side of North Courtenay Parkway at Catalina Isle Drive in Merritt Island

**OWNERS NAME(S):** 1) Brevard County 2) 890 N Courtenay LLC



# BOARD OF COUNTY COMMISSIONERS

## AGENDA REVIEW SHEET

AGENDA: Resolution, Exchange Agreement and Lease Agreement from 890 N. Courtenay Parkway LLC for the Lift Station C17 Relocation and Reconstruction Project – District 2

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		_____	10-11-23
COUNTY ATTORNEY ALEXANDER ESSEESSE Deputy County Attorney		_____	10/11/23