

Meeting Date
May 17, 2016



AGENDA	
Section	Consent
Item No.	II, A, 14

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval Re: Contract for Purchase of Easement Rights and acceptance of Permanent Utility Easement from Zon Living Concepts, LLC, for the S-15 Lift Station / Oars & Paddles Project - District 4 (Fiscal Impact: \$30,000.00)
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DEPT/OFFICE:	Public Works Department / Land Acquisition Section / Utility Services Department
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Requested Action:
It is requested that the Board of County Commissioners approve and authorize the Chairman to execute the Contract for Purchase of Easement Rights and acceptance of the Permanent Utility Easement from Zon Living Concepts, LLC.

Summary Explanation & Background:
The subject property is located in Section 11, Township 27 South, Range 37 East.
Utility Services Department is relocating the lift station to Oars & Paddles Park and the easement is necessary for the department to maintain the system.
There are two mortgages on the property. Mortgagee (Contemporary Healthcare Senior Lien Fund I, L.P.) has executed a Joinder in Dedication of Permanent Utility Easement in Favor of Brevard County, Florida for both mortgages.
Land Acquisition Policies and Procedures require approval and acceptance by the Board of County Commissioners for all easements.
Fiscal impact: FY 2015-2016: \$30,000.00 - Funding Account: 4157 365305 5650000 6982419
FY 2016-2017: No Impact

Clerk to the Board Instructions: Forward the original executed Contract for Purchase of Easement Rights, original executed Addendum, and Board approval memo to Department.

Exhibits Attached: Original Contract for Purchase of Easement Rights with Exhibit A, Original Addendum, Copy of Permanent Utility Easement with Exhibit A, two copies of Joinder In Dedication of Permanent Utility Easement In Favor of Brevard County, Florida, with Exhibit A (801,802) , Location Map, Property Fact Sheet

Contract /Agreement (If attached): Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager	Assistant County Manager	Department Director / Extension
Stockton Whitten 	Assistant County Manager	John Denninghoff / 57202 
		Jim E. Helmer / 52019 



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

May 18, 2016

MEMORANDUM

TO: John Denninghoff, Public Works Director

RE: Item II.A.14., Contract for Purchase of Easement Rights and Acceptance of Permanent Utility Easement from Zon Living Concepts, LLC for S-15 Lift Station/Oars and Paddles Project

The Board of County Commissioners, in regular session on May 17, 2016, executed Contract for Purchase of Easement Rights and acceptance of the Permanent Utility Easement from Zon Living Concepts, LLC. Enclosed is a fully-executed Contract.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/cm

Encl. (1)

cc: Asset Management
Utility Services
Land Acquisition
Contracts Administration
Finance
Budget

CONTRACT FOR PURCHASE OF EASEMENT RIGHTS

Seller: Zon Living Concepts LLC, whose address is 1894 South Patrick Drive, Indian Harbor Beach, Florida 32937

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

Legal description of easement area being transferred: SEE ATTACHED LEGAL DESCRIPTION

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

Purchase price: \$30,000.00 (Thirty Thousand Dollars and No/100)

Closing Date: This transaction shall be closed within 30 days after Brevard County executes this Agreement. Closing shall mean the documents to transfer the easement interests have been properly executed and delivered to the County and the County warrant for the amount of the purchase price is delivered to the Seller.

Warranties: The following warranties are made and shall survive closing.
a. Seller warrants that there are no parties in occupancy other than Seller.
b. Seller warrants there is no hazardous waste or other environmental contamination located in or upon the easement area being acquired by the County. Seller shall indemnify and defend Buyer from any and all claims or expenses resulting from hazardous waste or environmental contamination located in or upon the property provided such waste or contamination was not placed on the property by the Buyer.
c. Seller warrants that Seller has no knowledge of any fact or restriction which would prevent use of the property for PERMANENT UTILITY EASEMENT purposes intended.
d. Seller hereby represents and warrants to County that Seller has not engaged or dealt with any agent, broker or finder, in regard to this Agreement or to the sale and purchase of the property contemplated hereby. Seller hereby acknowledges and covenants that Seller is solely responsible for any and all commissions due arising out of or connected with the sale or transfer of the property rights. Seller hereby indemnifies County and agrees to hold County free and harmless from and against any and all liability, loss, costs, damage and expense, including but not limited to attorney's fees and costs of litigation both prior to and on appeal, which County shall ever suffer or incur because of any claim by any agent, broker or finder engaged by Seller, including broker, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the property rights contemplated hereby.

Condemnation: This property is is not being acquired under threat of condemnation. If so, this agreement includes and settles all issues of full compensation for the property being acquired, including fees and costs.

Seller shall comply with §196.295, Fla. Stat.

Special Clauses: See attached addendum NOT APPLICABLE

BUYER:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

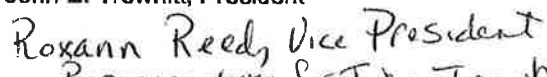
BY: 
Jim Barfield, Chairman

SELLER:

Zon Living Concepts LLC, a Florida limited liability company

By: Zon Management, Inc., a Florida corporation, its Manager

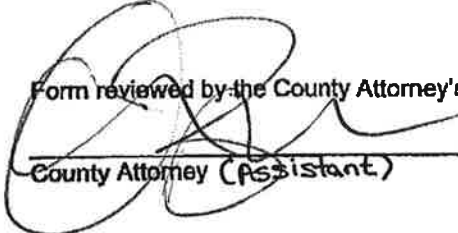
By: 
John E. Trewhitt, President Date: 4/1/14


Roxann Reedy, Vice President
Representative for John Trewhitt

STANDARDS FOR REAL ESTATE TRANSACTIONS

- A. LIENS:** Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing.
- B. TIME PERIOD:** Time is of the essence in this Contract.
- C. DOCUMENTS FOR CLOSING:** Buyer shall furnish the deed, easement or other documents applicable.
- D. EXPENSES.** Buyer will pay for the cost of recording the deed, documentary stamp taxes and the cost of recording any corrective instruments necessary.
- E. PROCEEDS OF SALE; CLOSING PROCEDURE:** The deed shall be recorded upon delivery of the County warrant.
- F. FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. In the event of any litigation arising out of this Contract, each party shall bear its own attorney's fees and costs. The parties hereby agree to waive trial by jury.
- G. CONVEYANCE:** Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, easement deed or temporary construction easement as appropriate to the status of Seller. Personal Property shall, at request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.
- H. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.
- I. WARRANTY:** Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed.

Form reviewed by the County Attorney's Office



County Attorney (Assistant)



Seller's Initials

LEGAL DESCRIPTIONS

PARCELS 801 AND 802, UTILITY EASEMENTS (BY SURVEYOR)

SHEET 1 OF 4 SHEETS

EXHIBIT "A"

SECTION 11, TOWNSHIP 27 SOUTH, RANGE 37 EAST

PARENT PARCEL NUMBERS: 27-37-11-00-00263.0-0000.00
27-37-11-00-00276.0-0000.00

PURPOSE: UTILITY EASEMENT

NOT VALID WITHOUT SHEETS 2, 3
AND 4 OF 4.

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 801, UTILITY EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING IN SECTION 11, TOWNSHIP 27 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA AND BEING A PART OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7215, PAGE 1456 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF BANANA RIVER DRIVE (STATE ROAD NO.3) AND THE WEST RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE (STATE ROAD NO.513) AND SAID POINT BEING THE SOUTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7400, PAGE 1301 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N.00°45'15"W., ALONG THE EAST LINE OF SAID PARCEL AND ALONG THE WEST RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE, 165.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE N.62°01'04"W., 18.46 FEET; THENCE S.83°44'39"W., 134.42 FEET TO A POINT LYING ON THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7215, PAGE 1456 AND SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.83°44'39"W., 12.08 FEET; THENCE S.85°12'16"W., 163.53 FEET TO A POINT LYING ON THE WEST LINE OF SAID PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7215, PAGE 1456; THENCE ALONG THE BOUNDARIES OF SAID PARCEL, THE FOLLOWING TWO COURSES AND DISTANCES: S.00°42'37"E., 11.68 FEET; S.15°02'10"E., 233.74 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7215, PAGE 1456 AND SAID POINT LYING ON THE NORTH RIGHT OF WAY LINE OF SAID BANANA RIVER DRIVE; THENCE N.70°40'08"E., ALONG THE SOUTH LINE OF SAID PARCEL AND ALONG SAID RIGHT OF WAY LINE, 20.06 FEET; THENCE N.15°02'10"W., 213.96 FEET; THENCE N.41°33'21"E., 16.05 FEET; THENCE N.85°12'16"E., 130.00 FEET; THENCE N.83°44'39"E., 18.67 FEET TO A POINT LYING ON THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7215, PAGE 1456; THENCE ALONG THE BOUNDARIES OF SAID PARCEL OF LAND, THE FOLLOWING TWO COURSES AND DISTANCES: N.00°45'15"W., 3.86 FEET; N.37°27'45"W., 13.05 FEET TO THE POINT OF BEGINNING
CONTAINING 7338 SQUARE FEET OR 0.169 ACRES MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 802, UTILITY EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING IN SECTION 11, TOWNSHIP 27 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA AND BEING A PART OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7400, PAGE 1301 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF BANANA RIVER DRIVE (STATE ROAD NO.3) AND THE WEST RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE (STATE ROAD NO.513) AND SAID POINT BEING THE SOUTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7400, PAGE 1301 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N.00°45'15"W., ALONG THE EAST LINE OF SAID PARCEL AND ALONG THE WEST RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE, 147.89 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE N.00°45'15"W., ALONG SAID LINE, 17.11 FEET TO THE NORTHEAST CORNER OF SAID PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7400, PAGE 1301; THENCE S.70°40'08"W., ALONG THE NORTH LINE OF SAID PARCEL, 20.41 FEET; THENCE S.62°01'04"E., 22.06 FEET TO THE POINT OF BEGINNING
CONTAINING 165 SQUARE FEET OR 0.004 ACRES MORE OR LESS.

NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.


JIM BARFIELD, CHAIRMAN
CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
ZON LIVING CONCEPTS LLC

CERTIFIED BY: _____
DENNIS W. WRIGHT
REGISTERED LAND SURVEYOR NO. 4014
STATE OF FLORIDA

DATE 1/29/16
ORDER NO. 25102
FB. NO. _____
SCALE. 1" = 40'
DWG. NO. BANANA EASEMENTS 801-802.DWG

Honeycutt & Associates, Inc.
ENGINEERS • SURVEYORS • PLANNERS
3700 South Washington Avenue • Titusville, Florida 32780
(321) 267-6233 Fax (321) 269-7847
CERTIFICATE OF AUTHORIZATION NO. LB 6762

NOTES AND LEGEND:

SHEET 2 OF 4 SHEETS

PARCELS 801 AND 802, UTILITY EASEMENTS (BY SURVEYOR)

SECTION 11, TOWNSHIP 27 SOUTH, RANGE 37 EAST

PARENT PARCEL NUMBERS: 27-37-11-00-00263.0-0000.00
27-37-11-00-00276.0-0000.00

PURPOSE: UTILITY EASEMENT

EXHIBIT "A"

NOT VALID WITHOUT SHEETS 1, 3
AND 4 OF 4.
THIS IS NOT A SURVEY

NOTES:

- 1) THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N.00°45'15"W., AS SHOWN ALONG THE WEST RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE.
- 2) F.P.& L. EASEMENT DESCRIBED IN O.R.B.673, PG.660 AND O.R.B.797, PG.556 IS A BLANKET EASEMENT THAT COVERS THE ENTIRETY OF THE PARENT PARCELS AND THEREFORE COVERS THE ENTIRETY OF PARCELS 801 AND 802.

LEGEND

Ⓞ = Centerline

DB.____. PG.____ = Deed Book and Page

7400/1301 = Typical nomenclature for Official
Records Book and Page.

ORB.____, PG.____ = Official Records Book and Page

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

R/W = Right-of-way

DATE 1/29/16
ORDER NO. 25102
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MAP OF DESCRIPTION

PARCELS 801 AND 802, UTILITY EASEMENTS (BY SURVEYOR)

SECTION 11, TOWNSHIP 27 SOUTH, RANGE 37 EAST

PARENT PARCEL NUMBERS: 27-37-11-00-00263.0-0000.00
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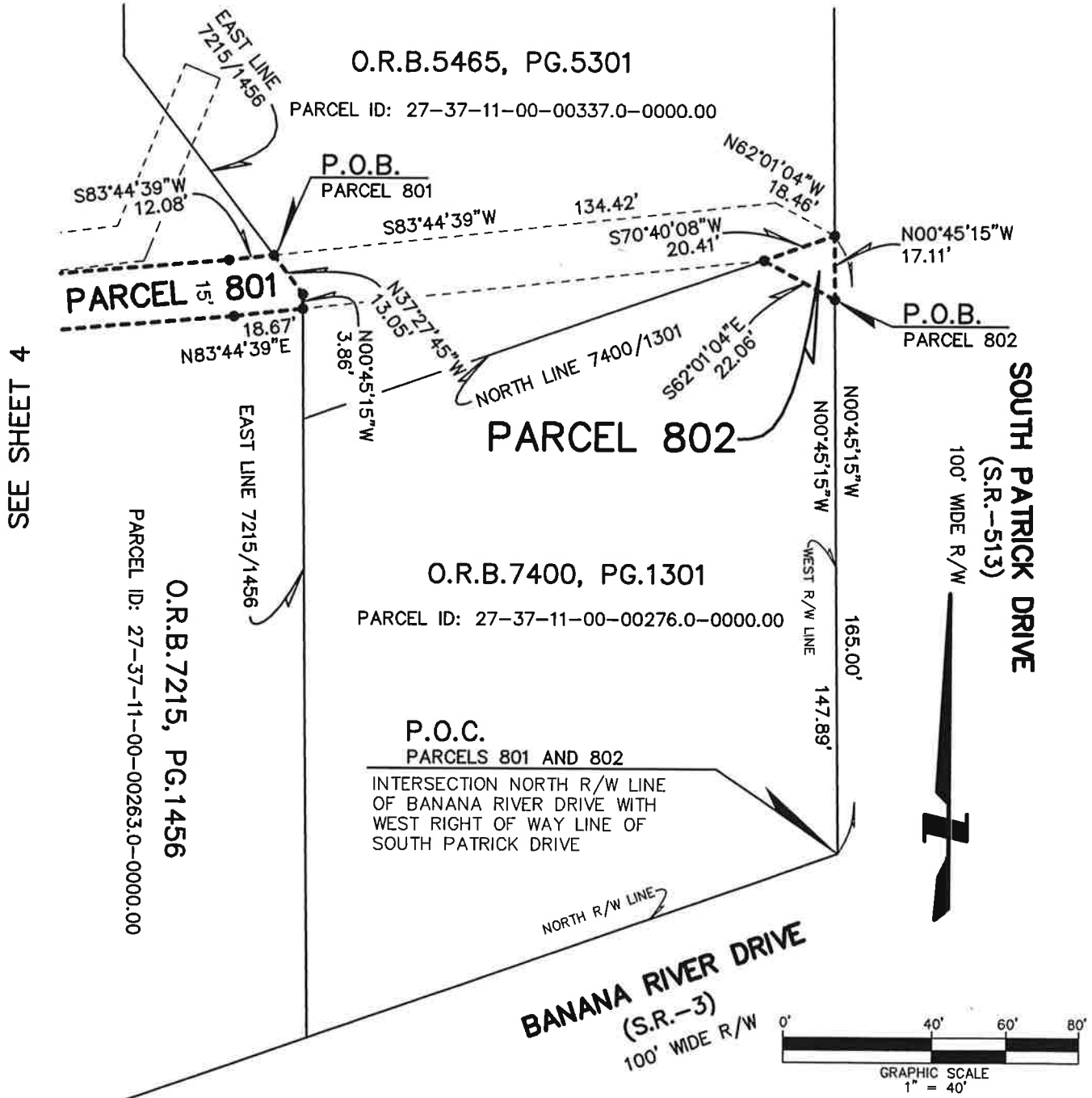
PURPOSE: UTILITY EASEMENT

SHEET 3 OF 4 SHEETS

EXHIBIT "A"

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DATE 1/29/16
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MAP OF DESCRIPTION

PARCELS 801 AND 802, UTILITY EASEMENTS (BY SURVEYOR)

SECTION 11, TOWNSHIP 27 SOUTH, RANGE 37 EAST

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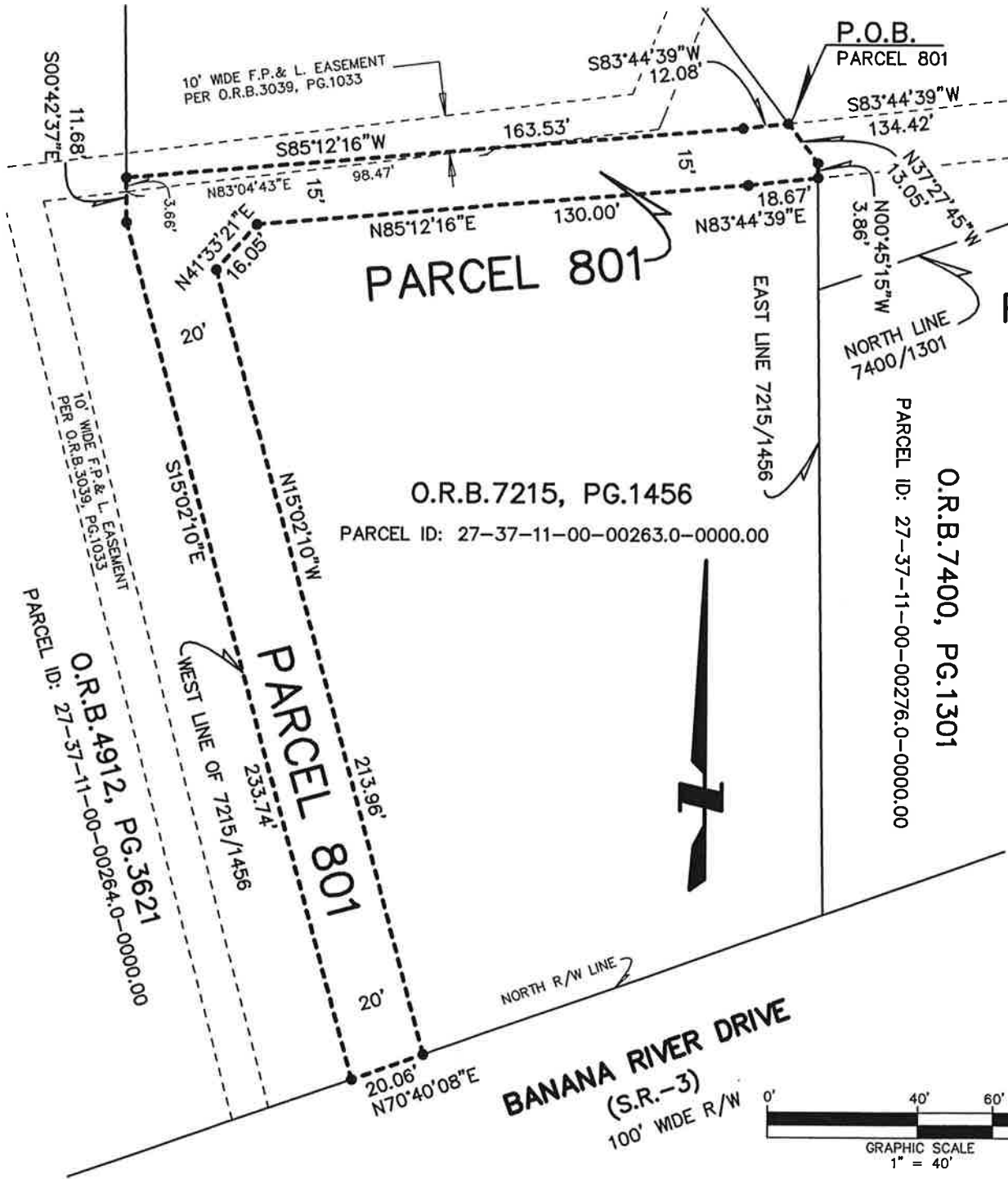
PURPOSE: UTILITY EASEMENT

SHEET 4 OF 4 SHEETS

EXHIBIT "A"

NOT VALID WITHOUT SHEETS 1, 2 AND 3 OF 4.

THIS IS NOT A SURVEY



SEE SHEET 3

DATE 1/29/16
 ORDER NO. 25102
 FB. NO. _____
 SCALE 1" = 40'
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 (321) 267-6233 Fax (321) 269-7847
 CERTIFICATE OF AUTHORIZATION NO. LB 6762

PERMANENT UTILITY EASEMENT

THIS INDENTURE, made this 1 day of April A.D. 2016, between Zon Living Concepts LLC, a Florida limited liability company, whose address is 1894 South Patrick Drive, Indian Harbor Beach, Florida 32937, as the first party, and BREVARD COUNTY, Florida, a political subdivision of the State of Florida, 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 hereby acknowledged, hereby grants unto the second party, its successors and assigns, a perpetual easement commencing on the above date for the purposes of public utilities, and other allied uses which shall be strictly construed so as not to enlarge the use, scope, or purpose of the easement.

The land affected by the granting of the easements is located in Section 11, Township 27 South, Range 37 East, County of Brevard, State of Florida, and being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO (LEGAL DESCRIPTION)

TO HAVE AND TO HOLD said easement unto the County of Brevard and to its successors and/or assigns.

The first party does hereby 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.

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

Signed, sealed, and delivered in the presence of:

[Signature]
Witness

Laura Chase
(Print Name)

Barbara Kaleta
Witness

Barbara Kaleta
(Print Name)

Zon Living Concepts LLC, a Florida limited liability company

BY: Zon Management, Inc., a Florida corporation, its Manager

BY: [Signature]
John E. Trewitt, President
Roxana Reed Vice President

**STATE OF FLORIDA
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this 1 day of April, 2016, by John E. Trewitt, President of Zon Management Inc., Manager for Zon Living Concepts LLC who is/is not personally known to me or who has produced drivers license as identification and who did/did not take an oath.

Roxann Reed, Vice President

WITNESS my hand and official seal at Melbourne, Florida, the County of Brevard, State of Florida, this 1 day of April, 2016.

(SEAL)

Notary Public Barbara Kaleta
Barbara Kaleta
(Name Typed or Printed)
Commission No. FF031311
Commission Expires: 6-26-2017



Barbara Kaleta
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF031311
Expires 6/26/2017

Board Date _____
Agenda Item _____

Addendum

This addendum is made this ____ day of _____, 2016 and amends the CONTRACT FOR SALE AND PURCHASE OF EASEMENT RIGHTS between Seller: Zon Living Concepts LLC, whose mailing address is 1894 South Patrick Drive, Indian Harbor Beach, Florida 32937, and Buyer: Board of County Commissioners, Brevard County, Florida, 2725 Judge Fran Jamieson Way, Viera, Florida 32940:

For value received, the parties hereto agree as follows:

1. This contract shall constitute full settlement of all claims for compensation from the Board whatsoever, regarding the subject property, including land value, improvements, severance damages, attorney fees, expert fees and costs and all other damages.
2. Seller agrees to grant the Temporary Construction Easement to Buyer for the purpose of installing sanitary sewer line related to the S-15 lift station prior to the Seller's re-paving of the existing parking lot and prior to the execution of the Permanent Utility Easement.
3. All other terms and conditions of the contract for sale and purchase between the parties shall remain in full force and effect.
4. No brokers were used during this transaction.


BUYER:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA



Jim Barfield, Chairman
Approved by the Board 5/17/16

ATTEST:




SCOTT ELLIS, CLERK

SELLER:

Zon Living Concepts LLC, a Florida
limited liability company

By: Zon Management, Inc., a Florida
corporation, its Manager

By: 

John Trewhitt, President
Roxann Reed Vice President
Date: 4/1/16

BOARD OF COUNTY COMMISSIONERS

AGENDA: CONTRACT FOR PURCHASE OF EASEMENT RIGHTS AND
ACCEPTANCE OF PERMANENT UTILITY EASEMENTS (801 & 802)
FOR THE S-15 LIFT STATION FROM ZON LIVING CONCEPTS, LLC, -
DISTRICT 4

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION /
UTILITY SERVICES DEPARTMENT

AGENCY CONTACT: LUCY HAMELERS, LAND ACQUISITION SPECIALIST

CONTACT PHONE: 321-690-6847 (56316)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u>DPJ</u>	_____	<u>4/25/10</u>
UTILITY SERVICES DEPARTMENT Jim E. Helmer, Director	<u>JWH</u>	_____	<u>4/24/11</u>
COUNTY ATTORNEY Cristina Berrios Assistant County Attorney	<u>see attached</u>	_____	<u>4/27/16</u>
PUBLIC WORKS John Denninghoff, Director	<u>JD</u>	_____	<u>5/3/16</u>

AGENDA DUE DATE: May 3, 2016 for the May 17, 2016 Board meeting

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

PLEASE CALL DEBBIE CRUZ AT 690-6847 (5-6847) WHEN READY TO BE PICKED UP.
THANK YOU.

BOARD OF COUNTY COMMISSIONERS

AGENDA: CONTRACT FOR PURCHASE OF EASEMENT RIGHTS AND
ACCEPTANCE OF PERMANENT UTILITY EASEMENTS (801 & 802)
FOR THE S-15 LIFT STATION FROM ZON LIVING CONCEPTS, LLC, -
DISTRICT 4

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION /
UTILITY SERVICES DEPARTMENT

AGENCY CONTACT: LUCY HAMELERS, LAND ACQUISITION SPECIALIST

CONTACT PHONE: 321-690-6847 (56316)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u>OPS</u>	_____	<u>4/29/10</u>
UTILITY SERVICES DEPARTMENT Jim E. Helmer, Director	_____	_____	_____
COUNTY ATTORNEY ** Cristina Berrios Assistant County Attorney		_____	<u>4/27/10</u>
PUBLIC WORKS John Denninghoff, Director	_____	_____	_____

AGENDA DUE DATE: May 3, 2016 for the May 17, 2016 Board meeting

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

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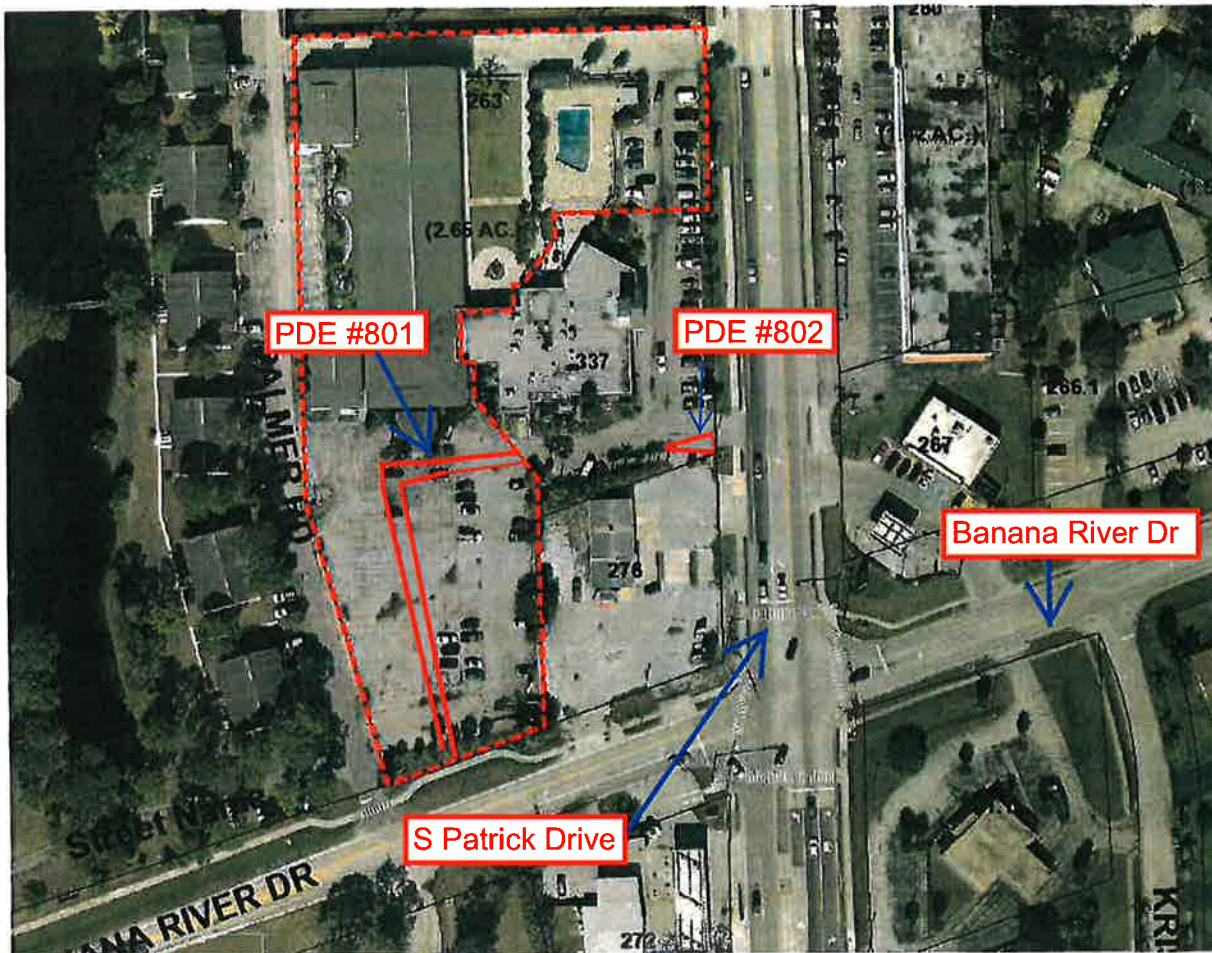
* CAO recommends obtaining Title Insurance.
* See attached e-mail regarding TCE.

LOCATION MAP

SEC: 11 TWP: 27 S RNG: 37 DISTRICT: 4

STREET NAME: 1894 South Patrick Drive

OWNER'S NAME: Zon Living Concepts LLC



PROPERTY FACT SHEET
PROJECT: OARS AND PADDLES

OWNER:	Zon Living Concepts LLC
PARCEL LOCATION:	1894 S. Patrick Drive, Indian Harbor Beach, FL
PARENT PARCEL SIZE:	2.65 acres
TOTAL EASEMENT AREA:	7503 square feet
ZONING/LANDUSE:	Limited Service Hotel
IMPROVEMENTS:	Multiple Buildings – 18,462 square feet
TOPOGRAPHY:	Level with road grade, no wetlands indicated
FLOOD ZONE:	X (outside 500-year flood)
TAX PARCEL ID#:	27-37-11-00-00263.0-0000.00; 27-37-11-00-00276.0-0000.00
MARKET VALUE:	\$1,615,000 (2015 Assessment)(Property Appraiser's Records)
PUBLIC UTILITIES:	All utilities
PROPERTY TRANSACTION: (Clerk of the Court Records)	Purchase date: January 1, 1992 Sale amount: \$5,350,000.00