

Meeting Date
September 16, 2014



AGENDA	
Section	New Business
Item No.	V.A.4

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval Re: Contract for Sale and Purchase and Donation Agreement between Brevard County and Marie Pace, Drainage and Utility Easement, and Resolution - District 2
DEPT/OFFICE:	Public Works Department / Utility Services Department / Land Acquisition Section

Requested Action:

It is requested that the Board of County Commissioners: 1) Approve and authorize the Chairman to execute the Contract for Sale and Purchase and Donation Agreement; 2) Approve and accept the Drainage and Utility Easement; and 3) Authorize the Chairman to execute the Resolution.

Summary Explanation & Background:

The subject property is located in Section 30, Township 24 South, Range 37 East.

Pursuant to Section 125.35, Florida Statutes;

In an effort to resolve a boundary discrepancy between Brevard County (COUNTY) and adjacent property owner Marie Pace (PACE), it has been determined to be in the best interests of PACE and COUNTY for the COUNTY to sell fee simple ownership in the property described in Exhibit "A" to PACE. This resolution will allow the Pace's to own property they have mowed and otherwise occupied for decades and which the County has owned but not actively used (other than as an easement area).

As a condition of the Contract for Sale and Purchase and Donation, PACE agrees to pay Brevard County \$7,398.00, for the lands described in Exhibit "A" (and addressed in the accompanying Resolution) (an amount determined based upon the Brevard County Property Appraiser's market value minus the value of the easements needed by the County). PACE also agrees to Donate a Drainage and Utility Easement interest over, under and in the lands described in Exhibit "B".

The County Manager and County Attorney have reviewed and approved the Contract for Sale and Purchase and Donation Agreement as well as the Drainage and Utility Easement.

Land Acquisition policies and procedures require approval and acceptance by the Board for all easements.

Fiscal Impact: FY 2013-2014: No impact. Closing costs will be paid from the proceeds of the sale.
 FY 2014-2015: No impact.

Clerk to the Board Instructions: Forward to Department Board Approval Letter, Executed Resolution, Executed Contract for Sale and Purchase and Donation Agreement

Exhibits Attached: Resolution, Contract for Sale and Purchase and Donation Agreement, Drainage and Utility Easement with Description, Property Fact Sheet, Location Map

Contract /Agreement (If attached):	Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager	Assistant County Manager	Department Director / Extension
	Mel Scott	
Stockton Whitten	Assistant County Manager	John P. Denninghoff / 57202
	Venetta Valdengo	
		Robert Adolphe / 52091



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

Telephone: (321) 637-2001
Fax: (321) 264-6972

September 17, 2014

M E M O R A N D U M

TO: John Denninghoff, Public Works Director

RE: Item V.A.4., Resolution and Contract for Sale and Purchase and Donation Agreement with Marie Pace

The Board of County Commissioners, in regular session on September 16, 2014, adopted Resolution No. 14-159; executed Contract for Sale and Purchase and Donation Agreement with Marie Pace; and accepted Drainage and Utility Easement from Marie Pace. Enclosed are original Resolution and Contract for Sale and Purchase.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

Encls. (2)

cc: Utility Services Director
Asset Management
Contracts Administration

BOARD OF COUNTY COMMISSIONERS

AGENDA: RESOLUTION, CONTRACT FOR SALE AND PURCHASE AND DONATION, DRAINAGE AND UTILITY EASEMENT.

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION

AGENCY CONTACT: DAN JONES LAND ACQUISITION SUPERVISOR

CONTACT PHONE: 321-690-6847 (5-2726)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u>DPJ</u>	_____	<u>8/29/14</u>
COUNTY ATTORNEY Eden Bentley Deputy County Attorney	<u>Approved</u> <u>See Attached</u>	_____	<u>9/2/14</u>
PUBLIC WORKS John Denninghoff, Director	<u>[Signature]</u>	_____	<u>9/3/14</u>
Utility services Robert Adolphe, Director	<u>RYA</u>	_____	<u>9/2/14</u>

AGENDA DUE DATE: September 02, 2014 for the September 16th 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: RESOLUTION, CONTRACT FOR SALE AND PURCHASE AND DONATION, DRAINAGE AND UTILITY EASEMENT.

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION

AGENCY CONTACT: DAN JONES LAND ACQUISITION SUPERVISOR

CONTACT PHONE: 321-690-6847 (5-2726)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u>DJ</u>	_____	_____
COUNTY ATTORNEY Eden Bentley Deputy County Attorney	<u>EB</u>	_____	<u>9/2/14</u>
PUBLIC WORKS John Denninghoff, Director	_____	_____	_____
Utility services Robert Adolphe, Director	_____	_____	_____

AGENDA DUE DATE: September 02, 2014 for the September 16th 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.

RESOLUTION NO. 2014- 159

A RESOLUTION PURSUANT TO SECTION 125.35, FLORIDA STATUTES (2013), AUTHORIZING THE SALE OF COUNTY PROPERTY; CONDITIONS PRIOR TO SALE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Brevard County, Florida (COUNTY), owns certain real property described in Exhibit "A" and desires to sell said property; and,

Whereas, it has been determined that the property described in Exhibit "A" is of insufficient size and shape to be issued a building permit; and,

Whereas, it has been determined that the value of the property described in Exhibit "A" is below \$15,000.00 as determined by the Brevard County Property Appraiser; and,

WHEREAS, the real property owned by the COUNTY is not needed for COUNTY purposes; and,

Whereas, the County and the adjacent property owner, Marie Pace (PACE) have negotiated an agreement wherein the County agrees to sell real property to PACE and Pace agrees to donate a Drainage and Utility Easement to Brevard County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

1. The COUNTY hereby agrees to sell to Pace, the real property described in Exhibit "A" by County Deed.
2. The COUNTY hereby agrees to accept from Pace, in exchange, an easement interest in the real property described in Exhibit "B" by Drainage and Utility Easement.
3. The COUNTY has determined that the real property interest being offered for sale to Pace is not needed for COUNTY purposes.
4. This Resolution shall become effective immediately upon its adoption.

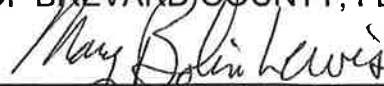
This Resolution is PASSED AND ADOPTED in Regular Session, this 16 day of Sept 2014.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Mary Bolin Lewis, Chairman
Brevard County Commission

As approved by the Brevard County Commission on: 9-16, 2014

LEGAL DESCRIPTION

SECTIONS 30, TOWNSHIP 24 SOUTH, RANGE 37 EAST

PARENT PARCEL ID NUMBER:
24-37-30-30-0000G.0-0021.00

PURPOSE: FEE SIMPLE CONVEYANCE

"EXHIBIT A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

LEGAL DESCRIPTION:

PARCEL 101 (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF LOT 21, BLOCK G OF VETTER ISLES ESTATES SECTION FOUR, AS RECORDED IN PLAT BOOK 20, PAGE 80, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING IN SECTION 30, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 20, BLOCK G OF SAID VETTER ISLES ESTATES SECTION FOUR, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF WILEY COURT AND SAID POINT ALSO BEING A FOUND 5/8 INCH IRON ROD WITH NO IDENTIFICATION; THENCE SOUTH 81°32'00" EAST ALONG THE NORTH LINE OF SAID LOT 20 FOR A DISTANCE OF 136.63 FEET TO THE NORTHWEST CORNER OF SAID LOT 20; THENCE NORTH 89°12'42" EAST DEPARTING SAID NORTH LINE FOR A DISTANCE OF 146.98 FEET TO A POINT ON A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 19°15'48", AND WHOSE LONG CHORD BEARS SOUTH 28°05'46" WEST, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY LINE OF SAID WILEY COURT; THENCE SOUTHWESTERLY ALONG SAID WEST RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 25.22 FEET TO THE POINT OF BEGINNING, CONTAINING 1597 SQUARE FEET (0.037 ACRES), MORE OR LESS.

THE LAND DESCRIBED ABOVE IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED.

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A BOUNDARY SURVEY, BUT ONLY A GRAPHICAL DEPICTION OF THE LAND DESCRIBED HEREIN. THOSE IMPROVEMENTS SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE BASED ON A SPECIAL PURPOSE SURVEY OF SAID LOT 20, BLOCK G PERFORMED BY BREVARD COUNTY ON JULY 11, 2014.
2. DISTANCES AND BEARINGS SHOWN HEREIN ARE BASED ON A SPECIAL PURPOSE SURVEY OF SAID LOT 20, BLOCK G PERFORMED BY BREVARD COUNTY ON JULY 11, 2014.
3. BEARINGS SHOWN HEREON ARE BASED ON THE MONUMENTED WEST RIGHT OF WAY LINE OF WILEY COURT ADJACENT TO THE EAST LINE OF SAID LOT 20 AS BEING N08°28'00"E, AN ASSUMED BEARING AS SHOWN ON SAID PLAT OF VETTER ISLES ESTATES SECTION FOUR, PLAT BOOK 20, PAGE 80.
4. INSTRUMENTS OF RECORD PERTAINING TO ENCUMBRANCES SUCH AS EASEMENTS, RIGHTS OF WAY, COVENANTS, AGREEMENTS, AND RESTRICTIONS WERE NOT PROVIDED BY THE CLIENT; A SEARCH OF THE PUBLIC RECORDS WAS NOT PERFORMED BY THIS SURVEYOR. NO OPINION OF TITLE IS EXPRESSED OR IMPLIED HEREIN.

ABBREVIATIONS

AL = ARC LENGTH
 CA = CENTRAL ANGLE
 CB = CHORD BEARING
 CD = CHORD DISTANCE
 CMP = CORRUGATED METAL PIPE
 CONC = CONCRETE
 ID = IDENTIFICATION
 N/F = NOW OR FORMERLY
 ORB = OFFICIAL RECORDS BOOK
 (P) = PER PLAT
 PB = PLAT BOOK
 PC = POINT OF CURVATURE
 PG = PAGE
 PT = POINT OF TANGENCY
 R = RADIUS
 R/W = RIGHT OF WAY
 SF = SQUARE FEET

PREPARED FOR:

BREVARD COUNTY DEPARTMENT OF PUBLIC WORKS
PUBLIC WORKS DIRECTOR: JOHN DENNINGHOFF, P.E.

MICHAEL J. SWEENEY, PSM NO. 4870
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING & MAPPING DIVISION

ADDRESS: 2725 JUDGE FRAN JAMIESON WAY BUILDING A, SUITE A220 VIERA, FL. 32940

PHONE: (321) 633-2080, FAX: (321) 633-2083, E-MAIL: m.j.sweeney@brevardcounty.us

DRAWN BY: M. CORNELL

CHECKED BY: M. J. SWEENEY

DRAWING NO. 14-07-021-1(A)

SECTION 30

DATE: 08-28-14

SHEET 1 OF 2

PROJ. FOLDER 1407021

TOWNSHIP 24 SOUTH

REVISIONS

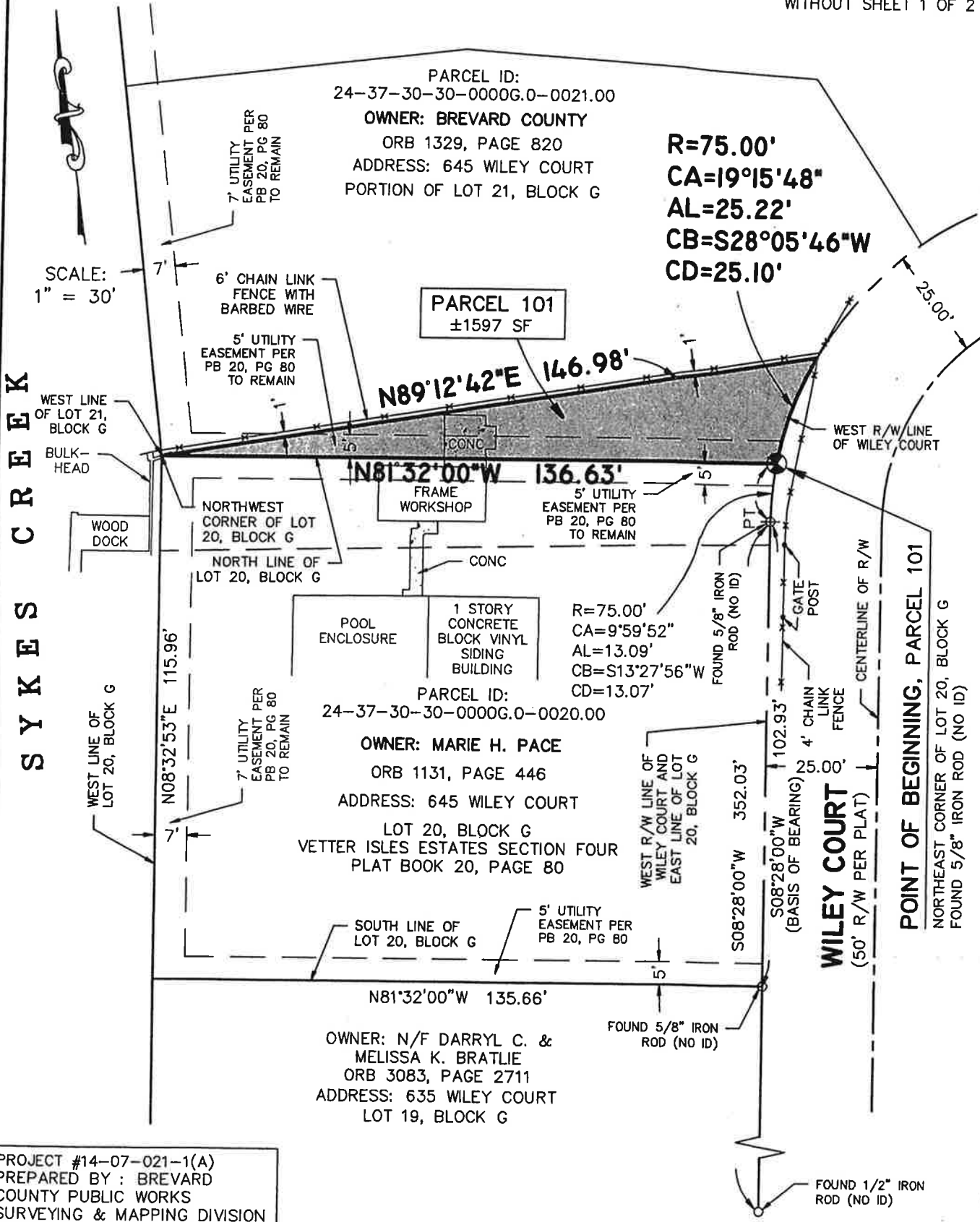
RANGE 37 EAST

SKETCH OF DESCRIPTION

SECTION 30, TOWNSHIP 24 SOUTH, RANGE 37 EAST.
 THIS IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION
 OF THE LEGAL DESCRIPTION ON SHEET 1 OF 2.

"EXHIBIT A"
 SHEET 2 OF 2

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



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PROJECT #14-07-021-1(A)
 PREPARED BY : BREVARD
 COUNTY PUBLIC WORKS
 SURVEYING & MAPPING DIVISION

LEGAL DESCRIPTION

SECTIONS 30, TOWNSHIP 24 SOUTH, RANGE 37 EAST

PARENT PARCEL ID NUMBER:

24-37-30-30-0000G.0-0020.00 AND

24-37-30-30-0000G.0-0021.00

PURPOSE: DRAINAGE & UTILITY EASEMENT

"EXHIBIT B"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

LEGAL DESCRIPTION:

**PARCEL 801, DRAINAGE & UTILITY EASEMENT
(BY SURVEYOR)**

A PARCEL OF LAND BEING A PORTION OF LOTS 20 AND 21, BLOCK G OF VETTER ISLES ESTATES SECTION FOUR, AS RECORDED IN PLAT BOOK 20, PAGE 80, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING IN SECTION 30, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 20, BLOCK G OF SAID VETTER ISLES ESTATES SECTION FOUR, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF WILEY COURT AND BEING A POINT ON A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 09°59'52", WHOSE LONG CHORD BEARS SOUTH 13°27'56" WEST, SAID POINT ALSO BEING A FOUND 5/8 INCH IRON ROD WITH NO IDENTIFICATION; THENCE SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 13.09 FEET TO THE POINT OF TANGENCY, SAID POINT BEING A FOUND 5/8 INCH IRON ROD WITH NO IDENTIFICATION; THENCE SOUTH 08°28'00" WEST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 5.14 FEET; THENCE NORTH 82°48'53" WEST DEPARTING SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 135.56 FEET TO A POINT ON THE WEST LINE OF SAID LOT 20; THENCE NORTH 08°32'53" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 21.19 FEET TO THE NORTHWEST CORNER OF SAID LOT 20; THENCE NORTH 81°32'00" WEST ALONG THE NORTH LINE OF SAID LOT 20 FOR A DISTANCE OF 98.35 FEET; THENCE NORTH 54°48'24" WEST DEPARTING SAID NORTH LINE FOR A DISTANCE OF 26.92 FEET; THENCE NORTH 89°12'42" EAST FOR A DISTANCE OF 71.69 FEET TO A POINT ON A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 19°15'48", AND WHOSE LONG CHORD BEARS SOUTH 28°05'46" WEST, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY LINE OF SAID WILEY COURT; THENCE SOUTHWESTERLY ALONG SAID WEST RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 25.22 FEET TO THE POINT OF BEGINNING, CONTAINING 3672 SQUARE FEET (0.084 ACRES), MORE OR LESS.

THE LAND DESCRIBED ABOVE IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED.

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4. INSTRUMENTS OF RECORD PERTAINING TO ENCUMBRANCES SUCH AS EASEMENTS, RIGHTS OF WAY, COVENANTS, AGREEMENTS, AND RESTRICTIONS WERE NOT PROVIDED BY THE CLIENT; A SEARCH OF THE PUBLIC RECORDS WAS NOT PERFORMED BY THIS SURVEYOR. NO OPINION OF TITLE IS EXPRESSED OR IMPLIED HEREIN.

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BREVARD COUNTY DEPARTMENT OF PUBLIC WORKS
 PUBLIC WORKS DIRECTOR: JOHN DENNINGHOFF, P.E.

MICHAEL J. SWEENEY, PSM NO. 4870
 NOT VALID UNLESS SIGNED AND SEALED

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PHONE: (321) 633-2080, **FAX:** (321) 633-2083, **E-MAIL:** mika.sweeney@brevardcounty.us

DRAWN BY: M. CORNELL

CHECKED BY: M. J. SWEENEY

DRAWING NO. 14-07-021-1(B)

SECTION 30

DATE: 08-28-14

SHEET 1 **OF** 2

PROJ. FOLDER 1407021

TOWNSHIP 24 **SOUTH**

REVISIONS

RANGE 37 **EAST**

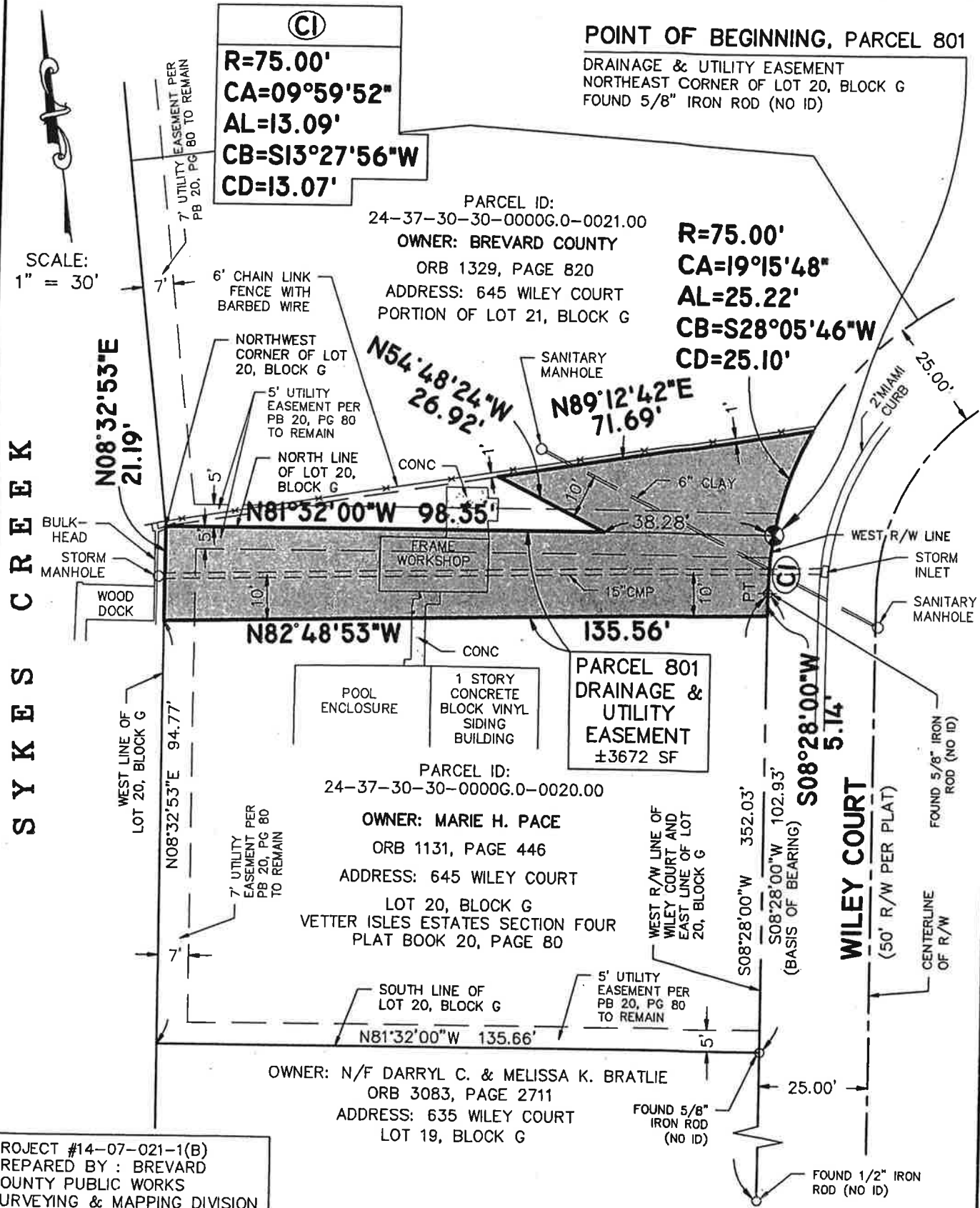
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SKETCH OF DESCRIPTION

SECTION 30, TOWNSHIP 24 SOUTH, RANGE 37 EAST.
 THIS IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION
 OF THE LEGAL DESCRIPTION ON SHEET 1 OF 2.

"EXHIBIT B"
 SHEET 2 OF 2

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



POINT OF BEGINNING, PARCEL 801

DRAINAGE & UTILITY EASEMENT
 NORTHEAST CORNER OF LOT 20, BLOCK G
 FOUND 5/8" IRON ROD (NO ID)

PARCEL ID:
 24-37-30-30-0000G.0-0021.00
 OWNER: BREVARD COUNTY
 ORB 1329, PAGE 820
 ADDRESS: 645 WILEY COURT
 PORTION OF LOT 21, BLOCK G

R=75.00'
CA=19°15'48"
AL=25.22'
CB=S28°05'46"W
CD=25.10'

PARCEL ID:
 24-37-30-30-0000G.0-0020.00
 OWNER: MARIE H. PACE
 ORB 1131, PAGE 446
 ADDRESS: 645 WILEY COURT
 LOT 20, BLOCK G
 VETTER ISLES ESTATES SECTION FOUR
 PLAT BOOK 20, PAGE 80

**PARCEL 801
 DRAINAGE &
 UTILITY
 EASEMENT
 ±3672 SF**

OWNER: N/F DARRYL C. & MELISSA K. BRATLIE
 ORB 3083, PAGE 2711
 ADDRESS: 635 WILEY COURT
 LOT 19, BLOCK G

SCALE:
 1" = 30'

S Y K E S C R E E K

WILEY COURT

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PROJECT #14-07-021-1(B)
 PREPARED BY : BREVARD
 COUNTY PUBLIC WORKS
 SURVEYING & MAPPING DIVISION

CONTRACT FOR SALE AND PURCHASE and DONATION AGREEMENT

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

Buyer: Marie Pace

Legal description of property being purchased by and transferred to Pace: Exhibit "A"
Legal description of easements donated to Brevard County: Exhibit "B"

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

Purchase price: \$7,398.00

Deposit: \$100 to be transferred to an escrow account established and held by the Brevard County Clerk, such deposit to be applied to the purchase price.

Time for acceptance of offer; effective date; facsimile: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before September 16, 2014, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as originals.

Title evidence: At least 15 days before closing date, Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney or Buyer shall at Buyer's expense obtain a title search and/or title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance for the property being purchased.

Closing Date: This transaction shall be closed and the deed and other closing papers delivered on October 30, 2014, unless modified by other provisions of this Contract.

Warranty: SELLER hereby represents and warrants to Pace 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.

Inspections: The BUYER shall have 60 days after the Brevard County Board of County Commissioners executes the contract within which to complete physical inspection and evaluation of the property for environmental, hazardous materials, developability, access, drainage and subsurface conditions. In the event a Phase I environmental assessment meeting ASTM standards is prepared and environmental issues objectionable to BUYER are detected, BUYER may terminate this agreement.

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.

Special Clauses: See attached addendum NOT APPLICABLE

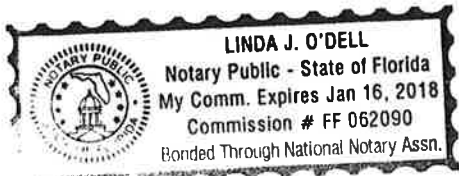
Seller:
BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA
Mary Bolin Lewis
Mary Bolin Lewis, CHAIRMAN

BUYER:
Marie Pace
Marie Pace
Marie Pace Date 9-2-14

As approved by the Board 9-16-2014

Date: September 16, 2014

DATED this 2nd SEPT 2014
BREVARD County, FL
ED KNOWN
Linda J. O'Dell, Notary



STANDARDS FOR REAL ESTATE TRANSACTIONS

- A. EVIDENCE OF TITLE:** A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within 3 days thereafter, notify Seller in writing specifying defect(s). If the defect(s) render title unmarketable, Seller will have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall immediately be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) in the title within the time provided therefor. If Seller is unable to remove the defects within the times allowed therefor, Buyer shall either waive the defects or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligation under this Contract.
- B. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If 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, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.
- C. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in the Warranties section of the agreement.
- D. LIENS:** Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding date of closing. If Property has been improved or repaired within that time Seller shall deliver releases or waivers of names of all such general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at closing of this Contract.
- E. TIME PERIOD:** Time is of the essence in this Contract.
- F. DOCUMENTS FOR CLOSING:** Seller shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish closing statement.
- G. EXPENSES:** Documentary stamps on the deed, if required and recording of corrective instruments shall be paid by Seller. Buyer will pay for the cost of recording the deed.
- H. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Buyer 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. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. 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 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 Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.
- I. SPECIAL ASSESSMENT LIENS:** Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.
- J. PROCEEDS OF SALE; CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. If abstract of title has been furnished, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. Proceeds of the sale shall be held in escrow by Seller's attorney or by another mutually acceptable escrow agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. The escrow and closing procedure required by this Standard shall be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (1993), as amended.
- K. 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.
- L. CONVEYANCE:** Seller and shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, 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. The easement to be transferred by the Buyer to the County shall warrant the easement title.
- M. 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.
- N. 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.

Reviewed for legal form and content: _____ (Deputy) County Attorney

ADDENDUM TO CONTRACT FOR SALE AND PURCHASE AND DONATION AGREEMENT BETWEEN
MARIE PACE AND BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

Marie Pace hereby agrees to donate a drainage and utility easement to Brevard County, Florida in substantially
the same form as shown in Exhibit "B"

Seller:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

Mary Bolin Lewis
Mary Bolin Lewis, CHAIRMAN

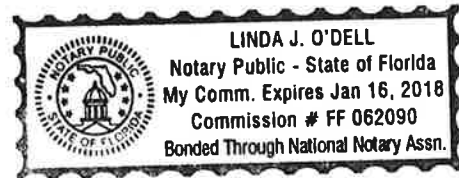
BUYER:

Marie Pace

Marie Pace
Marie Pace

Date 9-2-14

DATED this 2nd Sept 2014
BREVARD County FL
ID KNOWN
Linda J. O'Dell



LEGAL DESCRIPTION

SECTIONS 30, TOWNSHIP 24 SOUTH, RANGE 37 EAST

PARENT PARCEL ID NUMBER:
24-37-30-30-0000G.0-0021.00

PURPOSE: FEE SIMPLE CONVEYANCE

"EXHIBIT A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

LEGAL DESCRIPTION:

PARCEL 101 (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF LOT 21, BLOCK G OF VETTER ISLES ESTATES SECTION FOUR, AS RECORDED IN PLAT BOOK 20, PAGE 80, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING IN SECTION 30, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 20, BLOCK G OF SAID VETTER ISLES ESTATES SECTION FOUR, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF WILEY COURT AND SAID POINT ALSO BEING A FOUND 5/8 INCH IRON ROD WITH NO IDENTIFICATION; THENCE SOUTH 81°32'00" EAST ALONG THE NORTH LINE OF SAID LOT 20 FOR A DISTANCE OF 136.63 FEET TO THE NORTHWEST CORNER OF SAID LOT 20; THENCE NORTH 89°12'42" EAST DEPARTING SAID NORTH LINE FOR A DISTANCE OF 146.98 FEET TO A POINT ON A NON-TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 19°15'48", AND WHOSE LONG CHORD BEARS SOUTH 28°05'46" WEST, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY LINE OF SAID WILEY COURT; THENCE SOUTHWESTERLY ALONG SAID WEST RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 25.22 FEET TO THE POINT OF BEGINNING, CONTAINING 1597 SQUARE FEET (0.037 ACRES), MORE OR LESS.

THE LAND DESCRIBED ABOVE IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED.

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A BOUNDARY SURVEY, BUT ONLY A GRAPHICAL DEPICTION OF THE LAND DESCRIBED HEREIN. THOSE IMPROVEMENTS SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE BASED ON A SPECIAL PURPOSE SURVEY OF SAID LOT 20, BLOCK G PERFORMED BY BREVARD COUNTY ON JULY 11, 2014.
2. DISTANCES AND BEARINGS SHOWN HEREIN ARE BASED ON A SPECIAL PURPOSE SURVEY OF SAID LOT 20, BLOCK G PERFORMED BY BREVARD COUNTY ON JULY 11, 2014.
3. BEARINGS SHOWN HEREON ARE BASED ON THE MONUMENTED WEST RIGHT OF WAY LINE OF WILEY COURT ADJACENT TO THE EAST LINE OF SAID LOT 20 AS BEING N08°28'00"E, AN ASSUMED BEARING AS SHOWN ON SAID PLAT OF VETTER ISLES ESTATES SECTION FOUR, PLAT BOOK 20, PAGE 80.
4. INSTRUMENTS OF RECORD PERTAINING TO ENCUMBRANCES SUCH AS EASEMENTS, RIGHTS OF WAY, COVENANTS, AGREEMENTS, AND RESTRICTIONS WERE NOT PROVIDED BY THE CLIENT; A SEARCH OF THE PUBLIC RECORDS WAS NOT PERFORMED BY THIS SURVEYOR. NO OPINION OF TITLE IS EXPRESSED OR IMPLIED HEREIN.

ABBREVIATIONS

AL = ARC LENGTH
 CA = CENTRAL ANGLE
 CB = CHORD BEARING
 CD = CHORD DISTANCE
 CMP = CORRUGATED METAL PIPE
 CONC = CONCRETE
 ID = IDENTIFICATION
 N/F = NOW OR FORMERLY
 ORB = OFFICIAL RECORDS BOOK
 (P) = PER PLAT
 PB = PLAT BOOK
 PC = POINT OF CURVATURE
 PG = PAGE
 PT = POINT OF TANGENCY
 R = RADIUS
 R/W = RIGHT OF WAY
 SF = SQUARE FEET

PREPARED FOR:

BREVARD COUNTY DEPARTMENT OF PUBLIC WORKS
PUBLIC WORKS DIRECTOR: JOHN DENNINGHOFF, P.E.

MICHAEL J. SWEENEY, PSM NO. 4870
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING & MAPPING DIVISION

ADDRESS: 2725 JUDGE FRAN JAMIESON WAY BUILDING A, SUITE A220 VIERA, FL 32940

PHONE: (321) 633-2080, **FAX:** (321) 633-2083, **E-MAIL:** mks.sweeney@brevardcounty.us

DRAWN BY: M. CORNELL

CHECKED BY: M. J. SWEENEY

DRAWING NO. 14-07-021-1(A)

SECTION 30

DATE: 08-28-14

SHEET 1 **OF** 2

PROJ. FOLDER 1407021

TOWNSHIP 24 **SOUTH**

REVISIONS

RANGE 37 **EAST**

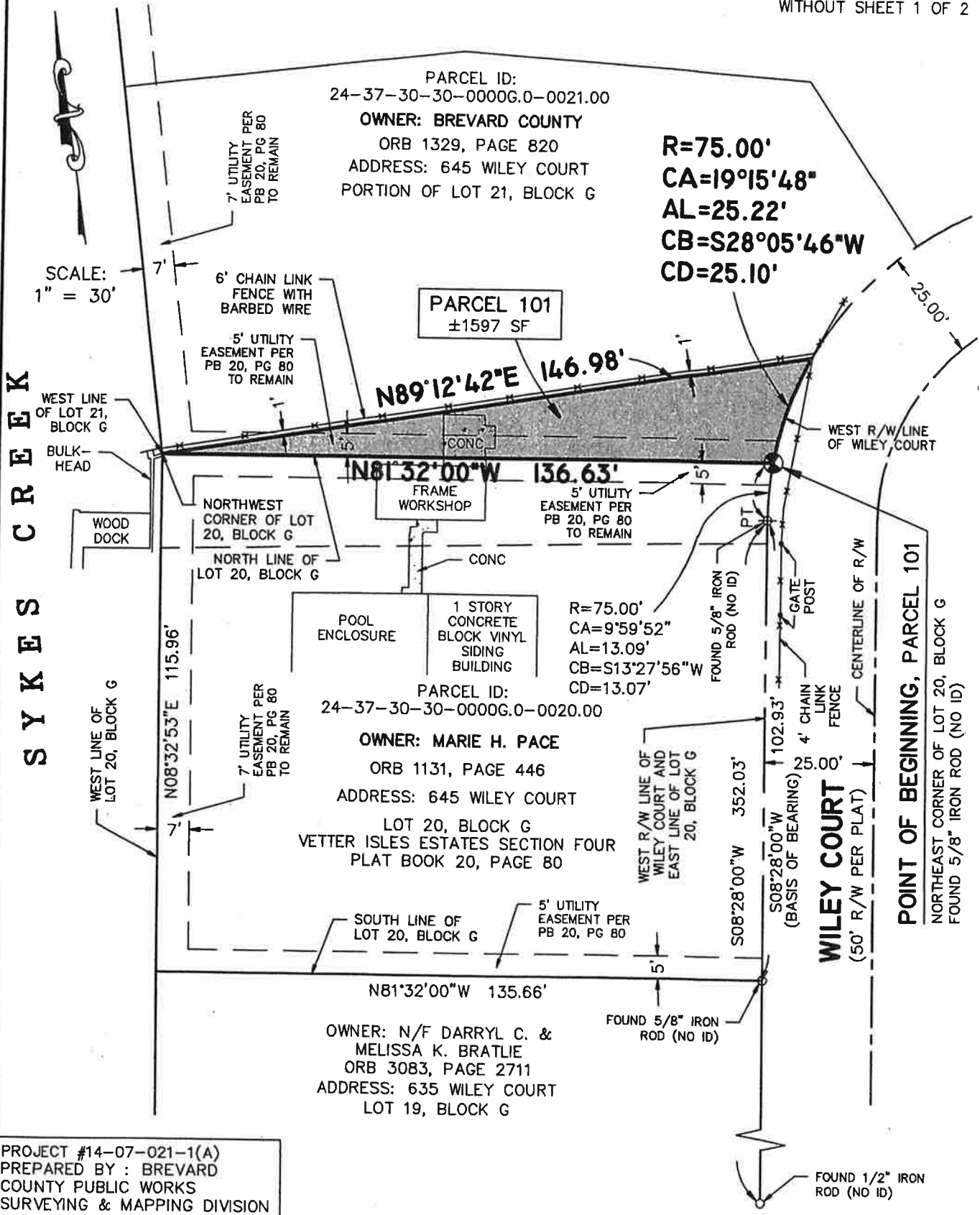
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SKETCH OF DESCRIPTION

SECTION 30, TOWNSHIP 24 SOUTH, RANGE 37 EAST.
 THIS IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION
 OF THE LEGAL DESCRIPTION ON SHEET 1 OF 2.

"EXHIBIT A"
SHEET 2 OF 2

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



PARCEL ID:
 24-37-30-30-0000G.0-0021.00
OWNER: BREVARD COUNTY
 ORB 1329, PAGE 820
 ADDRESS: 645 WILEY COURT
 PORTION OF LOT 21, BLOCK G

R=75.00'
CA=19°15'48"
AL=25.22'
CB=S28°05'46"W
CD=25.10'

PARCEL 101
 ±1597 SF

PARCEL ID:
 24-37-30-30-0000G.0-0020.00

OWNER: MARIE H. PACE
 ORB 1131, PAGE 446
 ADDRESS: 645 WILEY COURT

LOT 20, BLOCK G
 VETTER ISLES ESTATES SECTION FOUR
 PLAT BOOK 20, PAGE 80

**OWNER: N/F DARRYL C. &
 MELISSA K. BRATLIE**
 ORB 3083, PAGE 2711
 ADDRESS: 635 WILEY COURT
 LOT 19, BLOCK G

SYKES CREEK

WILEY COURT
 (50' R/W PER PLAT)

POINT OF BEGINNING, PARCEL 101
 NORTHEAST CORNER OF LOT 20, BLOCK G
 FOUND 5/8" IRON ROD (NO ID)

PROJECT #14-07-021-1(A)
 PREPARED BY : BREVARD
 COUNTY PUBLIC WORKS
 SURVEYING & MAPPING DIVISION

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DRAINAGE AND UTILITY EASEMENT

THIS INDENTURE, made this _____ day of _____ 2014, between MARIE PACE, as the first party, Grantor. And BREVARD COUNTY, FLORIDA, as the second party, Grantee.

WITNESSETH That the first party, Grantor, 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, Grantee, its successors and assigns, a perpetual drainage and utility easement commencing on the above date, for the purpose of constructing and maintaining underground sewer utilities, drainage pipes and other allied uses pertaining thereto with full right of ingress and egress for the purpose herein stated.

The utility and drainage easement is for the purpose of constructing, repairing, replacing, and cleaning of underground sewer pipes and utilities as well as drainage pipes and improvements.

The parties recognize a workshop is constructed over a portion of the drainage and utility easement area and that there is an existing underground drainage pipe. Grantee shall not be liable for any damage to the workshop as a result of the failure of, or leaking of the pipe located under the workshop. Grantee shall coordinate and cooperate with Grantor to maintain the pipe under the workshop area insofar as reasonably possible in Grantee's sole discretion. In the event Grantee incurs additional expenses due to the existence of the pipe, Grantor and Grantor's assigns and successors in interest shall be required to pay additional maintenance and repair expenses incurred due to the existence of the workshop on the easement area and the use of alternative procedures, such as trenchless technology. Grantee shall provide an estimate of costs to Grantor prior to proceeding with repairs if possible, and if Grantor objects to the costs, Grantee shall not be required to avoid the workshop. This provision requiring Grantor review of costs shall not apply in the event emergency repairs are required. Grantor acknowledges and recognizes that in the event the pipe cannot be repaired properly to maintain drainage serving the surrounding area, the public welfare will require removal of the workshop and Grantor waives any objection to such removal. Grantor shall indemnify and hold harmless the Grantee for any damages incurred to the workshop as a result of work done maintaining or constructing underground utilities, drainage and allied uses pertaining thereto including ingress or egress. In the area of the drainage easement unencumbered by the workshop, Grantee shall maintain the pipe at its own expense.

The land affected by the granting of this easement is located in Section 30, Township, 24 South, Range 30 East, County of Brevard, State of Florida, and is more particularly described as follows:

See Exhibit "B" attached hereto and incorporated herein

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

AND, the said party of the first part, Grantor, does hereby fully warrant the title to said easement, and will defend the same against the lawful claims of all persons whomsoever.

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:

Witness

(Type or Print Name)

Witness

(Type or Print Name)

**STATE OF FLORIDA
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by MARIE PACE who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

NOTARY PUBLIC

Type or Print Name

Commission No. _____

Commission Expires: _____

EXHIBIT ASSOCIATED WITH PACE COURTESY

LEGAL DESCRIPTION

SECTIONS 30, TOWNSHIP 24 SOUTH, RANGE 37 EAST

PARENT PARCEL ID NUMBER:

24-37-30-30-0000G.0-0020.00 AND

24-37-30-30-0000G.0-0021.00

PURPOSE: DRAINAGE & UTILITY EASEMENT

"EXHIBIT B"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

LEGAL DESCRIPTION:

**PARCEL 801, DRAINAGE & UTILITY EASEMENT
(BY SURVEYOR)**

A PARCEL OF LAND BEING A PORTION OF LOTS 20 AND 21, BLOCK G OF VETTER ISLES ESTATES SECTION FOUR, AS RECORDED IN PLAT BOOK 20, PAGE 80, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING IN SECTION 30, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THE LAND DESCRIBED ABOVE IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED.

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A BOUNDARY SURVEY, BUT ONLY A GRAPHICAL DEPICTION OF THE LAND DESCRIBED HEREIN. THOSE IMPROVEMENTS SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE BASED ON A SPECIAL PURPOSE SURVEY OF SAID LOT 20, BLOCK G PERFORMED BY BREVARD COUNTY ON JULY 11, 2014.
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 R = RADIUS
 R/W = RIGHT OF WAY
 SF = SQUARE FEET

PREPARED FOR:

BREVARD COUNTY DEPARTMENT OF PUBLIC WORKS
 PUBLIC WORKS DIRECTOR: JOHN DENNINGHOFF, P.E.

MICHAEL J. SWEENEY, PSM NO. 4870
 NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING & MAPPING DIVISION

ADDRESS: 2725 JUDGE FRAN JAMIESON WAY BUILDING A, SUITE A220 VIERA, FL. 32940

PHONE: (321) 633-2060, **FAX:** (321) 633-2063, **E-MAIL:** mike.sweeney@brevardcounty.us

DRAWN BY: M. CORNELL

CHECKED BY: M. J. SWEENEY

DRAWING NO. 14-07-021-1(B)

SECTION 30

DATE: 08-28-14

SHEET 1 **OF** 2

PROJ. FOLDER 1407021

TOWNSHIP 24 **SOUTH**

REVISIONS

RANGE 37 **EAST**

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DRAINAGE AND UTILITY EASEMENT

THIS INDENTURE, made this 2nd day of SEPTEMBER 2014, between MARIE PACE, as the first party, Grantor. And BREVARD COUNTY, FLORIDA, as the second party, Grantee.

WITNESSETH That the first party, Grantor, 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, Grantee, its successors and assigns, a perpetual drainage and utility easement commencing on the above date, for the purpose of constructing and maintaining underground sewer utilities, drainage pipes and other allied uses pertaining thereto with full right of ingress and egress for the purpose herein stated.

The utility and drainage easement is for the purpose of constructing, repairing, replacing, and cleaning of underground sewer pipes and utilities as well as drainage pipes and improvements.

The parties recognize a workshop is constructed over a portion of the drainage and utility easement area and that there is an existing underground drainage pipe. Grantee shall not be liable for any damage to the workshop as a result of the failure of, or leaking of the pipe located under the workshop. Grantee shall coordinate and cooperate with Grantor to maintain the pipe under the workshop area insofar as reasonably possible in Grantee's sole discretion. In the event Grantee incurs additional expenses due to the existence of the pipe, Grantor and Grantor's assigns and successors in interest shall be required to pay additional maintenance and repair expenses incurred due to the existence of the workshop on the easement area and the use of alternative procedures, such as trenchless technology. Grantee shall provide an estimate of costs to Grantor prior to proceeding with repairs if possible, and if Grantor objects to the costs, Grantee shall not be required to avoid the workshop. This provision requiring Grantor review of costs shall not apply in the event emergency repairs are required. Grantor acknowledges and recognizes that in the event the pipe cannot be repaired properly to maintain drainage serving the surrounding area, the public welfare will require removal of the workshop and Grantor waives any objection to such removal. Grantor shall indemnify and hold harmless the Grantee for any damages incurred to the workshop as a result of work done maintaining or constructing underground utilities, drainage and allied uses pertaining thereto including ingress or egress. In the area of the drainage easement unencumbered by the workshop, Grantee shall maintain the pipe at its own expense.

The land affected by the granting of this easement is located in Section 30, Township, 24 South, Range 30 East, County of Brevard, State of Florida, and is more particularly described as follows:

See Exhibit "B" attached hereto and incorporated herein

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

AND, the said party of the first part, Grantor, does hereby fully warrant the title to said easement, and will defend the same against the lawful claims of all persons whomsoever.

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:

Lindsay Mangione

Witness

Lindsay mangione
(Type or Print Name)

A. J. Masterson
Witness

A. J. MASTERSON
(Type or Print Name)

Marie Pace

Marie Pace

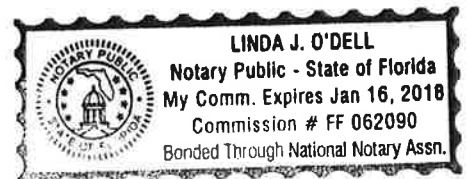
**STATE OF FLORIDA
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this 2nd day of SEPT, 2014 by MARIE PACE who is personally known to me or who has produced KNOWN as identification and who did did not take an oath.

Linda J. O'Dell
NOTARY PUBLIC

LINDA J. O'DELL
Type or Print Name

Commission No. FF 062090
Commission Expires: 1-10-2018



LEGAL DESCRIPTION

SECTIONS 30, TOWNSHIP 24 SOUTH, RANGE 37 EAST

PARENT PARCEL ID NUMBER:

24-37-30-30-0000G.0-0020.00 AND

24-37-30-30-0000G.0-0021.00

PURPOSE: DRAINAGE & UTILITY EASEMENT

"EXHIBIT B"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

LEGAL DESCRIPTION:

PARCEL 801, DRAINAGE & UTILITY EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF LOTS 20 AND 21, BLOCK G OF VETTER ISLES ESTATES SECTION FOUR, AS RECORDED IN PLAT BOOK 20, PAGE 80, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING IN SECTION 30, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A BOUNDARY SURVEY, BUT ONLY A GRAPHICAL DEPICTION OF THE LAND DESCRIBED HEREIN. THOSE IMPROVEMENTS SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE BASED ON A SPECIAL PURPOSE SURVEY OF SAID LOT 20, BLOCK G PERFORMED BY BREVARD COUNTY ON JULY 11, 2014.
2. DISTANCES AND BEARINGS SHOWN HEREIN ARE BASED ON A SPECIAL PURPOSE SURVEY OF SAID LOT 20, BLOCK G PERFORMED BY BREVARD COUNTY ON JULY 11, 2014.
3. BEARINGS SHOWN HEREON ARE BASED ON THE MONUMENTED WEST RIGHT OF WAY LINE OF WILEY COURT ADJACENT TO THE EAST LINE OF SAID LOT 20 AS BEING N08°28'00"E, AN ASSUMED BEARING AS SHOWN ON SAID PLAT OF VETTER ISLES ESTATES SECTION FOUR, PLAT BOOK 20, PAGE 80.
4. INSTRUMENTS OF RECORD PERTAINING TO ENCUMBRANCES SUCH AS EASEMENTS, RIGHTS OF WAY, COVENANTS, AGREEMENTS, AND RESTRICTIONS WERE NOT PROVIDED BY THE CLIENT; A SEARCH OF THE PUBLIC RECORDS WAS NOT PERFORMED BY THIS SURVEYOR. NO OPINION OF TITLE IS EXPRESSED OR IMPLIED HEREIN.

ABBREVIATIONS

AL = ARC LENGTH
 CA = CENTRAL ANGLE
 CB = CHORD BEARING
 CD = CHORD DISTANCE
 CMP = CORRUGATED METAL PIPE
 CONC = CONCRETE
 ID = IDENTIFICATION
 N/F = NOW OR FORMERLY
 ORB = OFFICIAL RECORDS BOOK
 (P) = PER PLAT
 PB = PLAT BOOK
 PC = POINT OF CURVATURE
 PG = PAGE
 PT = POINT OF TANGENCY
 R = RADIUS
 R/W = RIGHT OF WAY
 SF = SQUARE FEET

PREPARED FOR:

BREVARD COUNTY DEPARTMENT OF PUBLIC WORKS
 PUBLIC WORKS DIRECTOR: JOHN DENNINGHOFF, P.E.

MICHAEL J. SWEENEY, PSM NO. 4870
 NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING & MAPPING DIVISION

ADDRESS: 2725 JUDGE FRAN JAMIESON WAY BUILDING A, SUITE A220 VIERA, FL. 32940

PHONE: (321) 633-2080, **FAX:** (321) 633-2083, **E-MAIL:** mks.sweeney@brevardcounty.us

DRAWN BY: M. CORNELL

CHECKED BY: M. J. SWEENEY

DRAWING NO. 14-07-021-1(B)

SECTION 30

DATE: 08-28-14

SHEET 1 **OF** 2

PROJ. FOLDER 1407021

TOWNSHIP 24 **SOUTH**

REVISIONS

RANGE 37 **EAST**

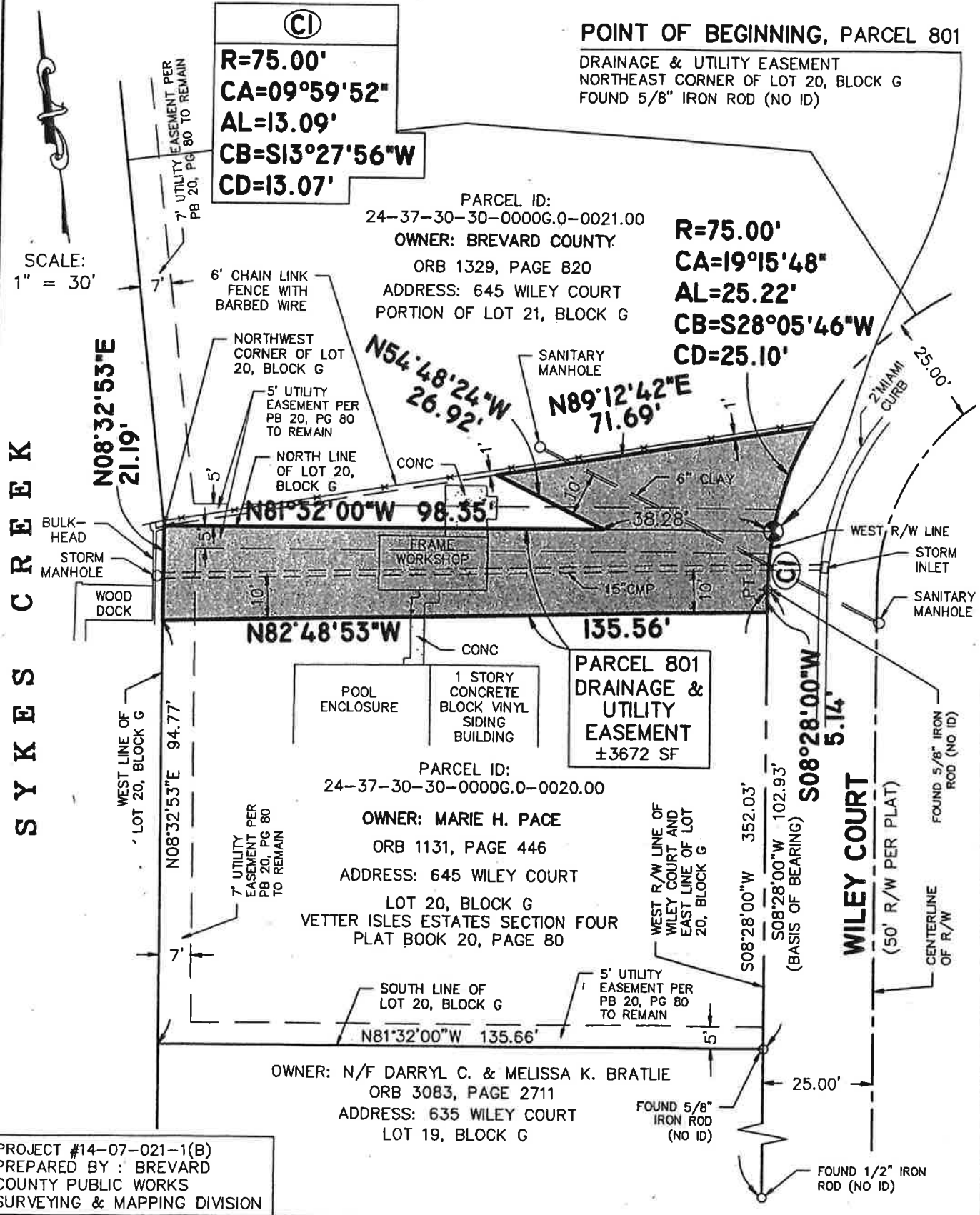
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SKETCH OF DESCRIPTION

SECTION 30, TOWNSHIP 24 SOUTH, RANGE 37 EAST.
THIS IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION
OF THE LEGAL DESCRIPTION ON SHEET 1 OF 2.

"EXHIBIT B"
SHEET 2 OF 2

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



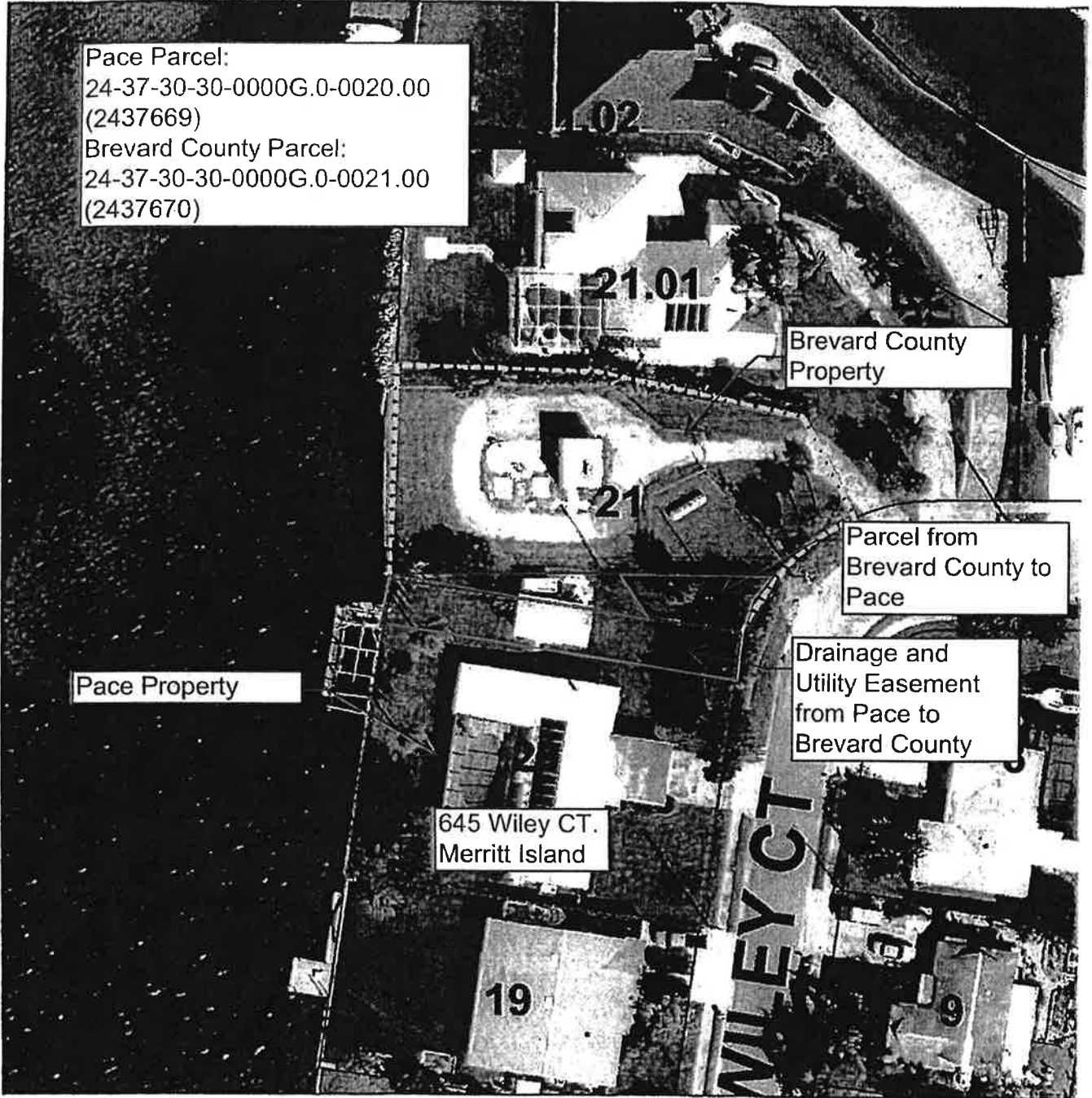
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PROJECT #14-07-021-1(B)
 PREPARED BY : BREVARD
 COUNTY PUBLIC WORKS
 SURVEYING & MAPPING DIVISION



Dana Blickley, CFA
Brevard County Property Appraiser

PACE Agreement Location Map



North Government Complex
400 South St, 5th Floor
Titusville, FL 32780
Phone: (321) 264-6700
Fax: (321) 264-6954

Merritt Island Services Complex
2575 N Courtenay Pkwy
Merritt Island, FL 32953
Phone: (321) 454-6620
Fax: (321) 454-6618

Viera Government Center
2725 Judge Fran Jamieson Wy
Viera, FL 32940
Phone: (321) 690-6880
Fax: (321) 690-6883

South Services Complex
1515 Sarno Rd
Melbourne, FL 32935
Phone: (321) 255-4440
Fax: (321) 255-4439

Palm Bay Service Complex
450 Cogan Dr, SE
Palm Bay, FL 32909
Phone: (321) 952-4574
Fax: (321) 952-4573

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Printed Tuesday, August 26, 2014 at 11:10 PM. www.bcpao.us

PROPERTY FACT SHEET
PROJECT: PACE AGREEMENT

DONATION:

OWNER: Marie Pace

PARCEL LOCATION: 645 Wiley CT., Merritt Island, Florida

PARCEL SIZE: .36 Acre (per Property Appraiser's site)

EASEMENT AREA: 3,672 square feet

ZONING/LANDUSE: R- Single Family Residence

TAX PARCEL ID#: 24-37-30-30-0000G.0-0020.00

MARKET VALUE: \$118,030.00 (2014 Assessment) (Property Appraiser's Records)

PUBLIC UTILITIES: All utilities

SURPLUS:

OWNER: Brevard County

PARCEL SIZE: .30 acres (per Property Appraiser's site)

SURPLUS PARCEL SIZE: 1,597 square feet

ZONING/LANDUSE: C-County Owned Land

TOPOGRAPHY: Level with road grade, no wetlands indicated

FLOOD ZONE: X (outside 500-year flood)

TAX PARCEL ID#: 24-37-30-30-0000G.0-0021.00

MARKET VALUE: \$128,490.00 (2014 Assessment) (Property Appraiser's Records)

PUBLIC UTILITIES: All utilities

PROPERTY TRANSACTION: Purchase date: 3/29/1973
(Clerk of the Court Records) Sale amount: \$269,300.00