

Meeting Date
07/07/2015



AGENDA	
Section	New Business
Item No.	VI. A. 1

**AGENDA REPORT**  
**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

<b>SUBJECT:</b>	Approval Re: Contract for Sale and Purchase for the acquisition of Parcels 107 A, B, C & D (Welchwood Parcels) as part of the St. Johns Heritage Parkway Project - District 5.
<b>DEPT/OFFICE:</b>	Public Works Department / Land Acquisition Section

**Requested Action:**

It is requested that the Board of County Commissioners approve and authorize the Chairman to execute the Contract for Sale and Purchase for the acquisition of Parcels 107 A, B, C & D, owned by Welchwood Enterprises, Inc., as part of the St. Johns Heritage Parkway Project.

**Summary Explanation & Background:**

The subject property is located in Section 34, Township 27 South, Range 36 East.

At the Special Session on February 23, 2006, the Board of County Commissioners of Brevard County, Florida, addressed staff's request for authorization to begin the right of way acquisition process for the Palm Bay Parkway Project (now known as the St. Johns Heritage Parkway). The motion that was made included a reference to the funding source from Constitutional Gas Tax and Local Option Gas Tax in the amount of \$2,800,000.00 and was approved.

As part of the process, it is requested that the Board approve the acquisition of the parcels from Welchwood Enterprises, Inc. in the amount of \$2,615,000.00.

This amount is based on an appraisal prepared by Clayton, Roper & Marshall with a fair market value of \$2,615,000.00.

FDOT has reviewed and approved Roper's appraisal authorizing our offer to Welchwood Enterprises, Inc. in the amount of \$2,615,000.00 as basis for their potential reimbursement.

**Fiscal Impact:** FY 2014 – 2015: \$2,615,000.00 - Fund 1700/344928/5610000 FDOT Grant  
**FY 2015 – 2016: No impact**

**Clerk to the Board Instructions:** Return executed Contract for Sale and Purchase and Board Approval Memo to the Department.

**Exhibits Attached:** Contract for Sale and Purchase with Sketch and Description, Property Fact Sheet, Location Map

**Contract /Agreement (If attached):** Reviewed by County Attorney    Yes         No     PR

County Manager	Assistant County Manager	Department Director / Extension
Stockton Whitten	Assistant County Manager	John P Denninghoff / 57202
	Venetta Valdengo	



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

July 8, 2015

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

**TO:** John Denninghoff, Public Works Director

**RE:** Item VI.A.1., Contract for Sale and Purchase for Acquisition of Parcels 107 A, B, C, and D (Welchwood Parcels) as Part of the St. Johns Heritage Parkway Project

The Board of County Commissioners, in regular session on July 7, 2015, executed Contract for Sale and Purchase with Welchwood Enterprises, Inc. for acquisition of Parcels 107 A, B, C, and D (Welchwood Parcels) as part of the St. Johns Heritage Parkway Project. Enclosed is the original Contract for Sale and Purchase.

**Upon execution by Welchwood Enterprises, Inc., please return a fully-executed copy of the Contract for Sale and Purchase to this office for inclusion in the official minutes.**

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

Encl. (1)

cc: Contracts Administration  
Finance  
Budget

CONTRACT FOR SALE AND PURCHASE

Seller: Welchwood Enterprises, Inc., Gregory T. Wood as President

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

Legal description of property being transferred: See Exhibit "A" attached

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: \$2,615,000.00 (TWO MILLION SIX HUNDRED FIFTEEN THOUSAND DOLLARS AND NO CENTS)

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 July 7, 2015, 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 [X] Buyer shall at Buyer's expense obtain [X] 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.

Closing Date: This transaction shall be closed and the deed and other closing papers delivered on September 1, 2015, unless modified by other provisions of this Contract.

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 property 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 he/she has no knowledge of any fact or restriction which would prevent use of the property for purposes. 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 within the sale or transfer of the property. 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 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, SELLER shall 1) take all steps necessary to remove BUYER'S objections prior to the expiration of the 60 day inspection period, if possible or 2) if acceptable to BUYER, SELLER 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 BUYER and BUYER may decline to allow SELLER to clean up or to proceed to a Phase II assessment. Likewise, if the Phase II assessment reveals contamination objectionable to BUYER, BUYER may terminate this agreement. Alternatively, BUYER may grant SELLER an additional 90 days to clean up the site after the Phase II assessment, but BUYER is not required to do so. SELLER shall allow the BUYER 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, BUYER 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 or that mitigation of conditions would be required. If clean up after a Phase II assessment is attempted but unacceptable to BUYER, the BUYER shall receive a full refund of its deposit.

Condemnation: This property [X] 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.

SELLER hereby agrees to provide the necessary information and execute a beneficial interest and disclosure affidavit as required by §286.23, Fla. Stat.

Special Clauses: [ ] See attached addendum [X] NOT APPLICABLE

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

Welchwood Enterprises, Inc.

Robin Fisher., CHAIRMAN

(Seller) Gregory T. Wood as President Date

As approved by the Board 07-07-15

Date: 07-07-15

## 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 construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs 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 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 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 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.

**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

# LEGAL DESCRIPTION

SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST  
 BREVARD COUNTY TAX ID NUMBER: 2704577  
 OWNER NAME: WELCHWOOD ENTERPRISES INC.

**PART A:**

Prepared by DRMP, Inc.

A parcel of land located in the South 1/2 (One-Half) of Section 34, Township 27 South, Range 36 East, being described as follows:

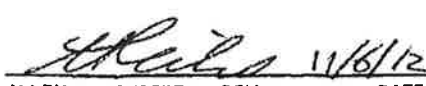
COMMENCE at the Southeast corner of the Southwest 1/4 (One-Quarter) of Section 34, Township 27 South, Range 36 East; thence run South 89°24'12" West along the South line of said Southwest 1/4 (One-Quarter), a distance of 510.05 feet to the POINT OF BEGINNING; thence, continue along said South line South 89°24'12" West, a distance of 236.98 feet to a point on a non-tangent curve concave Southeasterly, having a radius of 2969.79 feet; thence, departing said South line, from a chord bearing of North 28°14'45" East, run Northeasterly along said curve an arc distance of 239.90 feet through a central angle of 04°37'42" to a point of tangency; thence run North 30°33'36" East, a distance of 746.02 feet to the point of curvature of a curve to the left having a radius of 1804.86 feet; thence run Northeasterly along said curve an arc distance of 437.19 feet through a central angle of 13°52'43" to the North line of the parcel described and recorded in Official Records Book 2962, Page 1918, Public Records of Brevard County, Florida and the end of said curve; thence run North 89°30'10" East along said North line, a distance of 76.98 feet; thence continue along said North line North 89°31'25" East, a distance of 141.72 feet to a point on a non-tangent curve concave Northwesterly having a radius of 2014.86 feet; thence, departing said North line, from a chord bearing of South 22°42'10" West, run Southwesterly along said curve an arc distance of 552.61 feet through a central angle of 15°42'52" to the point of tangency; thence run South 30°33'36" West, a distance of 746.02 feet to the point of curvature of a curve to the left having a radius of 2759.79 feet; thence run Southwesterly along said curve an arc distance of 117.06 feet through a central angle of 02°25'49" to the POINT OF BEGINNING.

Said lands containing 6.844 acres, more or less.

**SURVEYOR'S NOTES:**

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST, AS BEING SOUTH 89°24'12" WEST.
2. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, BURIED CABLES, SUB-SURFACE UTILITIES, FOUNDATIONS/FOOTERS OR BURIAL SITES WERE LOCATED, EXCEPT AS SHOWN.
3. THIS PROPERTY IS SUBJECT TO THE RECORDED AND UNRECORDED AGREEMENTS, ASSESSMENTS, EXCEPTIONS, COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER ENCUMBRANCES, IF ANY, WHICH MAY OR MAY NOT APPEAR IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
4. THE LOCATION OF THIS RIGHT-OF-WAY PARCEL AS IT IS APPURTENANT TO THE COMPLETE RIGHT-OF-WAY FOR ST. JOHNS HERITAGE PARKWAY IS SHOWN ON THE RIGHT-OF-WAY MAP FOR THE PARKWAY WHICH IS RECORDED IN THE ROAD PLAT BOOKS OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
5. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. PARCEL TAX ID. No.: 2704577

THIS SKETCH IS NOT A SURVEY

 ALLEN L. QUICKEL, PSM      DATE FLORIDA REGISTRATION No: LS 6481 (NOT VALID UNLESS SIGNED AND SEALED)	ST. JOHNS HERITAGE PARKWAY BREVARD COUNTY, FLORIDA				RIGHT OF WAY PARCEL SKETCH
	PARCEL 107A				
		BY	DATE	DATA SOURCE: N/A	SCALE: N/A
	DRAWN	C.W.W.	08/21/12	DRMP PROJECT: 06-0809.008	
	CHECKED	A.L.O.	08/22/12		

# LEGAL DESCRIPTION

SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST  
 BREVARD COUNTY TAX ID NUMBER: 2704577  
 OWNER NAME: WELCHWOOD ENTERPRISES INC.

**PART B:**


Prepared by DRMP, Inc.

A parcel of land located in the SW 1/4 (One-Quarter) of Section 34, Township 27 South, Range 36 East, being described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 (One-Quarter) of Section 34, Township 27 South, Range 36 East; thence run South 89°24'12" West along the South line of said Southwest 1/4 (One-Quarter), a distance of 747.03 feet to a point on a non-tangent curve concave Southeasterly, having a radius of 2969.79 feet; thence, departing said South line, from a chord bearing of North 28°14'45" East, run Northeasterly along said curve an arc distance of 239.90 feet through a central angle of 04°37'42" to a point of tangency; thence run North 30°33'36" East, a distance of 213.03 feet to the POINT OF BEGINNING; thence run North 00°50'03" West, a distance of 854.65 feet to the North line of the parcel described and recorded in Official Records Book 2962, Page 1918 of the Public Records of Brevard County, Florida; thence run North 89°30'10" East along said North line, a distance of 458.20 feet to a point on a non-tangent curve concave Northwesterly, having a radius of 1804.86 feet; thence, departing said North line, from a chord bearing of South 23°37'14" West, run Southwesterly along said curve an arc distance of 437.19 feet through a central angle of 13°52'43" to a point of tangency; thence run South 30°33'36" West, a distance of 532.99 feet to the POINT OF BEGINNING.

Said lands containing 4.906 acres, more or less.

THIS SKETCH IS NOT A SURVEY

			<b>ST. JOHNS HERITAGE PARKWAY BREVARD COUNTY, FLORIDA</b>				<b>RIGHT OF WAY PARCEL SKETCH</b>	
			<b>PARCEL 107B</b>				SKETCH PREPARED BY  <b>DRMP</b> <small>ENGINEERS • SURVEYORS • PLANNERS • ARCHITECTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	
			BY	DATE	DATA SOURCE:	SCALE:		
REVISED PER COUNTY COMMENTS	CWW	10/11/2012	DRAWN	C.W.W.	08/21/12	N/A	N/A	
REVISION	BY	DATE	CHECKED	A.L.Q.	08/22/12	DRMP PROJECT:	06-0809.008	

**LEGAL DESCRIPTION**

SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST  
 BREVARD COUNTY TAX ID NUMBER: 2704577  
 OWNER NAME: WELCHWOOD ENTERPRISES INC.

**PART C:**


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A parcel of land located in the SW 1/4 (One-Quarter) of Section 34, Township 27 South, Range 36 East, being described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 (One-Quarter) of Section 34, Township 27 South, Range 36 East; thence run South 89°24'12" West along the South line of said Southwest 1/4 (One-Quarter), a distance of 747.03 feet to the POINT OF BEGINNING; thence continue South 89°24'12" West, along said South line, a distance of 1623.33 feet to the Northwest corner of the Northwest 1/4 (One-Quarter) of Section 3, Township 28 South, Range 36 East; thence run South 89°30'14" West, along the said South line of Southwest 1/4 of Section 34, a distance of 264.21 feet to the Southwest corner of the said Southwest 1/4; thence run North 00°21'11" West, along the West line of said Southwest 1/4, a distance of 1250.22 feet to the North line of the South 1/2 (One-Half) of said Southwest 1/4; thence, departing said West line, run North 89°30'10" East, along the said North line, a distance of 2104.60 feet; thence, departing said North line, run South 00°50'03" East, a distance of 854.65 feet; thence run South 30°33'36" West, a distance of 213.03 feet to a point of curvature of a curve to the left having a radius of 2969.79 feet; thence run Southwesterly along said curve an arc distance of 239.90 feet through a central angle of 04°37'42" to the POINT OF BEGINNING.

Said lands containing 59.430 acres, more or less.

THIS SKETCH IS NOT A SURVEY

			ST. JOHNS HERITAGE PARKWAY BREVARD COUNTY, FLORIDA				RIGHT OF WAY PARCEL SKETCH	
			PARCEL 107C					SKETCH PREPARED BY  <b>DRMP</b> <small>ENGINEERS • SURVEYORS • PLANNERS • ACCOUNTANTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648
			BY	DATE	DATA SOURCE:	SCALE:		
			DRAWN	C.W.W.	08/21/12	N/A	N/A	
REVISED PER COUNTY COMMENTS	CWH	10/11/2012	CHECKED	A.L.O.	08/22/12	DRMP PROJECT:	06-0809.008	
REVISION	BY	DATE						

**LEGAL DESCRIPTION**

SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST  
 BREVARD COUNTY TAX ID NUMBER: 2704577  
 OWNER NAME: WELCHWOOD ENTERPRISES INC.

**PART D:**


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COMMENCE at the Southeast corner of the Southwest 1/4 (One-Quarter) of Section 34, Township 27 South, Range 36 East; thence run South 89°24'12" West along the South line of said Southwest 1/4 (One-Quarter), a distance of 510.05 feet to a point on a non-tangent curve concave Southeasterly having a radius of 2759.79 feet; thence, departing said South line, from a chord bearing of North 29°20'41" East, run Northeasterly along said curve an arc distance of 117.06 feet through a central angle of 02°25'49" to a point of tangency; thence run North 30°33'36" East, a distance of 248.43 feet to the POINT OF BEGINNING; thence continue North 30°33'36" East, a distance of 497.59 feet to a point of curvature of a curve to the left having a radius of 2014.86 feet; thence run Northeasterly along arc of said curve an arc distance of 134.62 feet through a central angle of 03°49'42" to the end of said curve; thence South 22°27'14" East, a distance of 27.27 feet; thence South 14°17'30" East, a distance of 113.67 feet; thence South 87°09'08" East, a distance of 55.28 feet; thence South 66°07'30" East, a distance of 147.77 feet; thence South 40°34'17" East, a distance of 38.51 feet; thence South 26°58'52" West, a distance of 55.13 feet; thence South 83°50'50" West, a distance of 71.17 feet; thence North 38°39'09" West, a distance of 43.37 feet; thence South 82°11'31" West, a distance of 98.83 feet; thence South 04°03'09" East, a distance of 46.94 feet; thence South 00°20'12" East, a distance of 69.49 feet; thence South 19°56'47" West, a distance of 63.66 feet; thence South 84°13'17" West, a distance of 187.25 feet; thence South 44°59'18" West, a distance of 96.89 feet; thence South 75°52'35" West, a distance of 80.24 feet to the POINT OF BEGINNING.

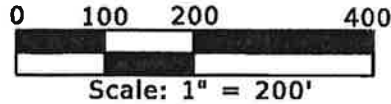
Said lands containing 2.285 acres, more or less.

THIS SKETCH IS NOT A SURVEY

			<b>ST. JOHNS HERITAGE PARKWAY BREVARD COUNTY, FLORIDA</b>				<b>RIGHT OF WAY PARCEL SKETCH</b>	
			<b>PARCEL 107D</b>				SKETCH PREPARED BY  <b>DRMP</b> <small>ENGINEERS • SURVEYORS • PLANNERS • ARCHITECTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	
			BY	DATE	DATA SOURCE:	SCALE:		
REVISED PER COUNTY COMMENTS	CWW	10/11/2012	DRAWN	C.W.W.	08/21/12	N/A	N/A	
REVISION	BY	DATE	CHECKED	A.L.O.	08/22/12	DRMP PROJECT:	06-0809.008	

# SKETCH OF DESCRIPTION

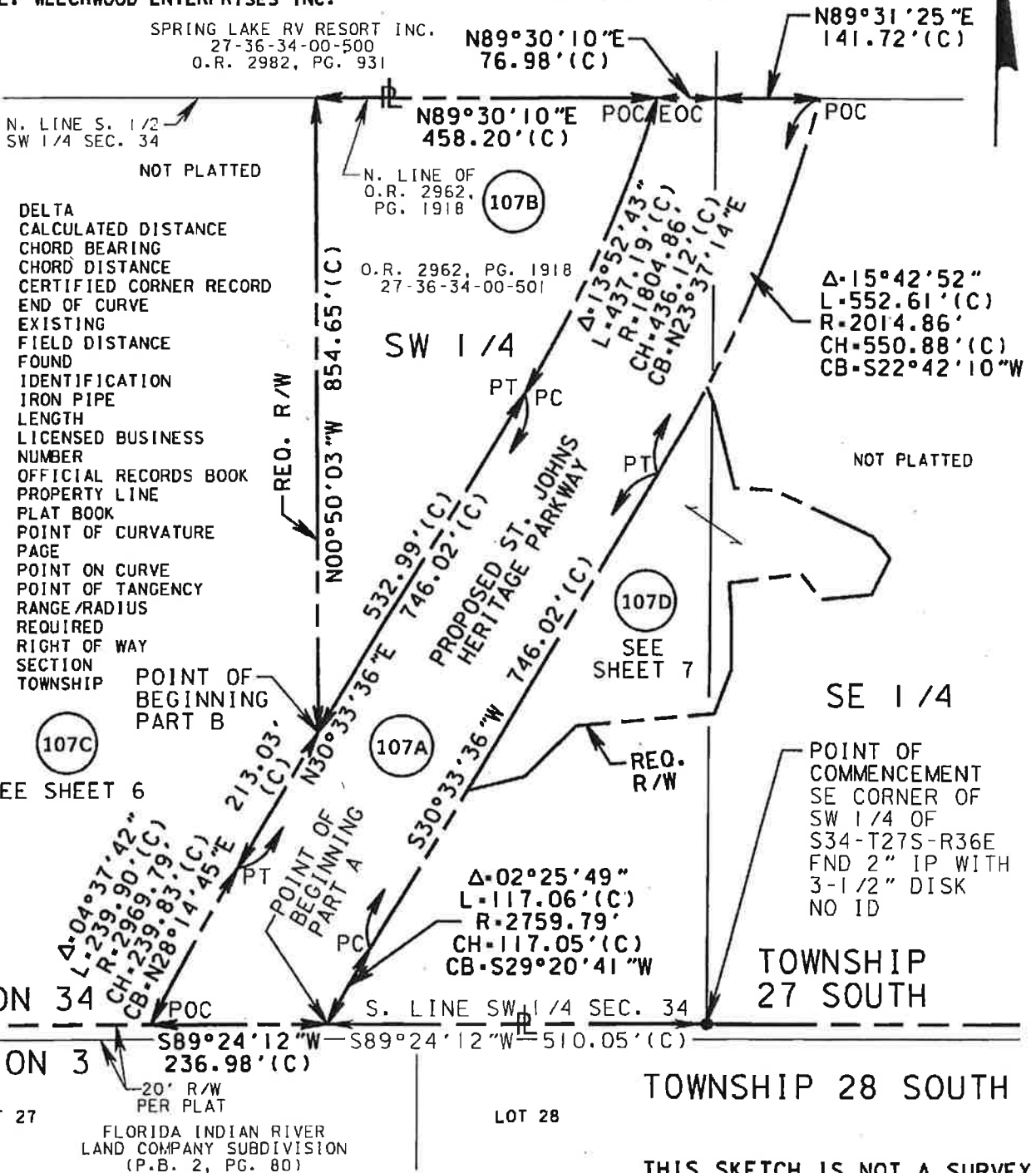
SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST  
 BREVARD COUNTY TAX ID NUMBER: 2704577  
 OWNER NAME: WELCHWOOD ENTERPRISES INC.



SPRING LAKE RV RESORT INC.  
 27-36-34-00-500  
 O.R. 2982, PG. 931

**LEGEND**

- Δ . DELTA
- (C) . CALCULATED DISTANCE
- CB . CHORD BEARING
- CH . CHORD DISTANCE
- CCR . CERTIFIED CORNER RECORD
- EOC . END OF CURVE
- EXIST. . EXISTING
- (F) . FIELD DISTANCE
- FND . FOUND
- ID . IDENTIFICATION
- IP . IRON PIPE
- L . LENGTH
- L.B. . LICENSED BUSINESS
- No. . NUMBER
- O.R. . OFFICIAL RECORDS BOOK
- P . PROPERTY LINE
- P.B. . PLAT BOOK
- PC . POINT OF CURVATURE
- PG. . PAGE
- POC . POINT ON CURVE
- PT . POINT OF TANGENCY
- R . RANGE /RADIUS
- REQ. . REQUIRED
- R/W . RIGHT OF WAY
- S/SEC. . SECTION
- T . TOWNSHIP

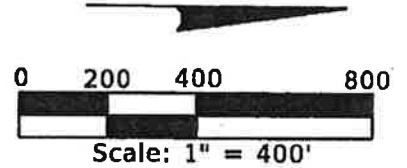


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		<b>ST. JOHNS HERITAGE PARKWAY BREVARD COUNTY, FLORIDA</b>			<b>RIGHT OF WAY PARCEL SKETCH</b>		
		<b>PARCELS 107A &amp; 107B</b>				SKETCH PREPARED BY <b>DRMP</b> <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	
		BY	DATE	DATA SOURCE: N/A	SCALE: 1" = 200'		
REVISED PER COUNTY COMMENTS	CWW	10/11/2012	DRAWN	C.W.W.	08/21/12	DRMP PROJECT: 06-0809-008	
REVISION	BY	DATE	CHECKED	A.L.O.	08/22/12		

# SKETCH OF DESCRIPTION

SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST  
 BREVARD COUNTY TAX ID NUMBER: 2704577  
 OWNER NAME: WELCHWOOD ENTERPRISES INC.



SW CORNER OF  
 SW 1/4 OF  
 S34-T27S-R36E  
 FND 5/8" IRC  
 "PLS 4801"  
 W. LINE SW 1/4 SEC. 34  
 $N00^{\circ}21'11"W$  1250.22'(C)  
 $S89^{\circ}30'14"W$   
 264.21'(F)

NW CORNER OF  
 NW 1/4 OF  
 S3-T28S-R36E  
 FND 5/8" IRC  
 "LB 7121 FDOT"  
 CCR NO.089162

FLORIDA INDIAN RIVER  
 LAND COMPANY SUBDIVISION  
 (P.B. 2, PG. 80)

SECTION 3  
 TOWNSHIP 27 SOUTH  
 SECTION 34  
 S. LINE SW 1/4 SEC. 34  
 TOWNSHIP 28 SOUTH  
 SECTION 34  
 N. LINE S. 1/2  
 SW 1/4 SEC. 34

NOT PLATTED

O.R. 2962, PG. 1918  
 27-36-34-00-501

**LEGEND**

- Δ • DELTA
- (C) • CALCULATED DISTANCE
- CB • CHORD BEARING
- CH • CHORD DISTANCE
- CCR • CERTIFIED CORNER RECORD
- EOC • END OF CURVE
- EXIST. • EXISTING
- (F) • FIELD DISTANCE
- FND • FOUND
- ID • IDENTIFICATION
- IP • IRON PIPE
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- L.B. • LICENSED BUSINESS
- No. • NUMBER
- O.R. • OFFICIAL RECORDS BOOK
- P • PROPERTY LINE
- P.B. • PLAT BOOK
- PC • POINT OF CURVATURE
- PG. • PAGE
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- R • RANGE /RADIUS
- REQ. • REQUIRED
- R/W • RIGHT OF WAY
- S/SEC. • SECTION
- T • TOWNSHIP

$\Delta-04^{\circ}37'42"$   
 $L-239.90'(C)$   
 $R-2969.79'$   
 $CH-239.83'(C)$   
 $CB-S28^{\circ}14'45"W$

$S30^{\circ}33'36"W$   
 213.03'(C)

$S00^{\circ}50'03"E$   
 854.65'(C)

POINT OF  
 BEGINNING  
 PART C

POINT OF  
 COMMENCEMENT  
 SE CORNER OF  
 SW 1/4 OF  
 S34-T27S-R36E  
 FND 2" IP WITH  
 3-1/2" DISK  
 NO ID

SPRING LAKE RV RESORT INC.  
 27-36-34-00-500  
 O.R. 2982, PG. 931

SW 1/4

NOT PLATTED

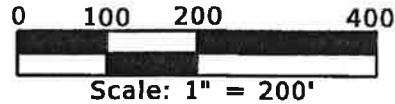
SE 1/4

THIS SKETCH IS NOT A SURVEY

		ST. JOHNS HERITAGE PARKWAY BREVARD COUNTY, FLORIDA			RIGHT OF WAY PARCEL SKETCH	
		PARCEL 107C			SKETCH PREPARED BY <b>DRMP</b>	
		BY	DATE	DATA SOURCE	SCALE	
		DRAWN	C.W.W.	08/21/12	N/A 1" = 400'	
		CHECKED	A.L.O.	08/22/12	DRMP PROJECT: 06-0809.008	
REVISION	BY	DATE				
		ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648				

# SKETCH OF DESCRIPTION

SECTION 34, TOWNSHIP 27 SOUTH, RANGE 36 EAST  
 BREVARD COUNTY TAX ID NUMBER: 2704577  
 OWNER NAME: WELCHWOOD ENTERPRISES INC.

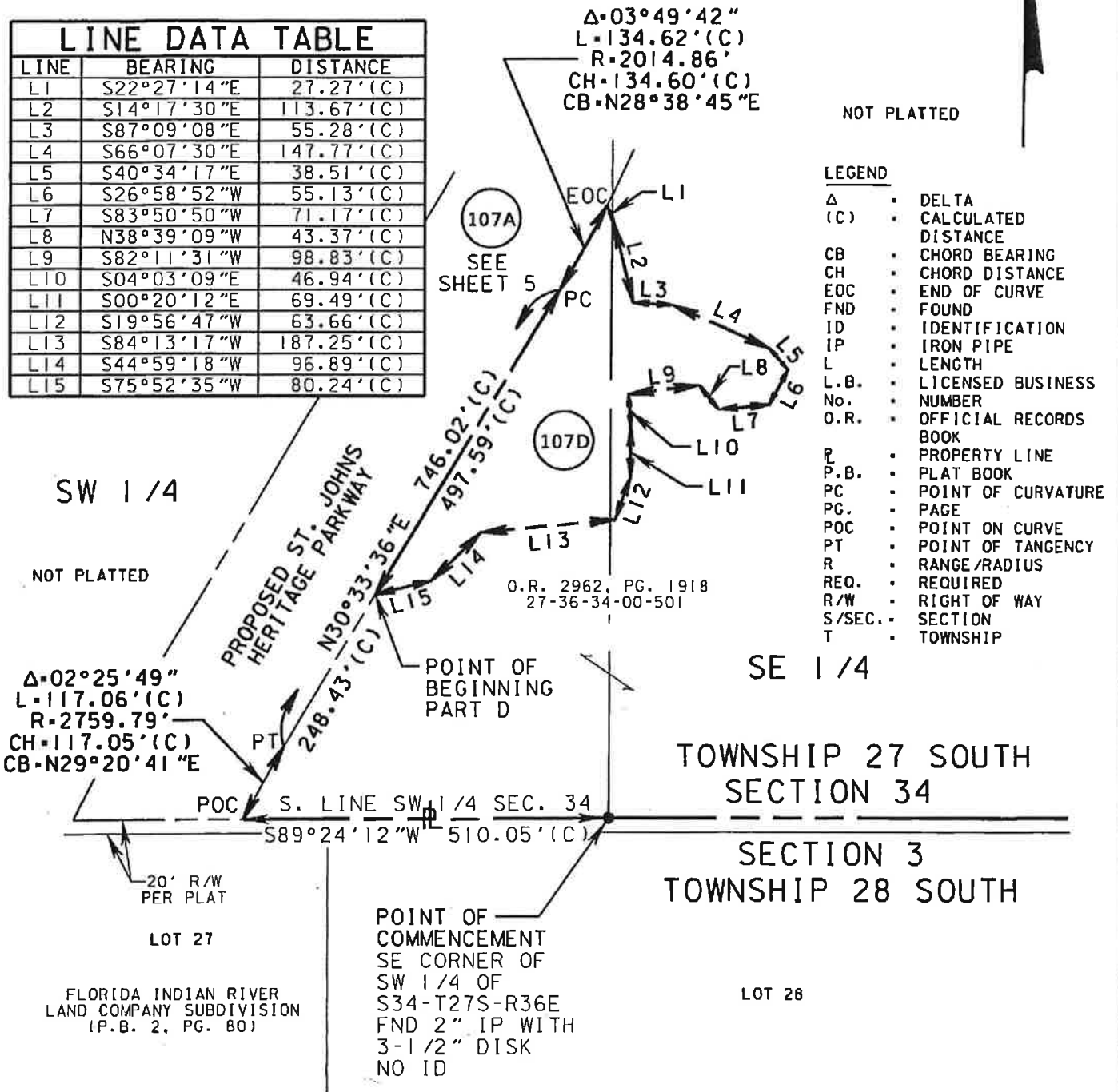


LINE	BEARING	DISTANCE
L1	S22°27'14"E	27.27'(C)
L2	S14°17'30"E	113.67'(C)
L3	S87°09'08"E	55.28'(C)
L4	S66°07'30"E	147.77'(C)
L5	S40°34'17"E	38.51'(C)
L6	S26°58'52"W	55.13'(C)
L7	S83°50'50"W	71.17'(C)
L8	N38°39'09"W	43.37'(C)
L9	S82°11'31"W	98.83'(C)
L10	S04°03'09"E	46.94'(C)
L11	S00°20'12"E	69.49'(C)
L12	S19°56'47"W	63.66'(C)
L13	S84°13'17"W	187.25'(C)
L14	S44°59'18"W	96.89'(C)
L15	S75°52'35"W	80.24'(C)


NOT PLATTED

**LEGEND**

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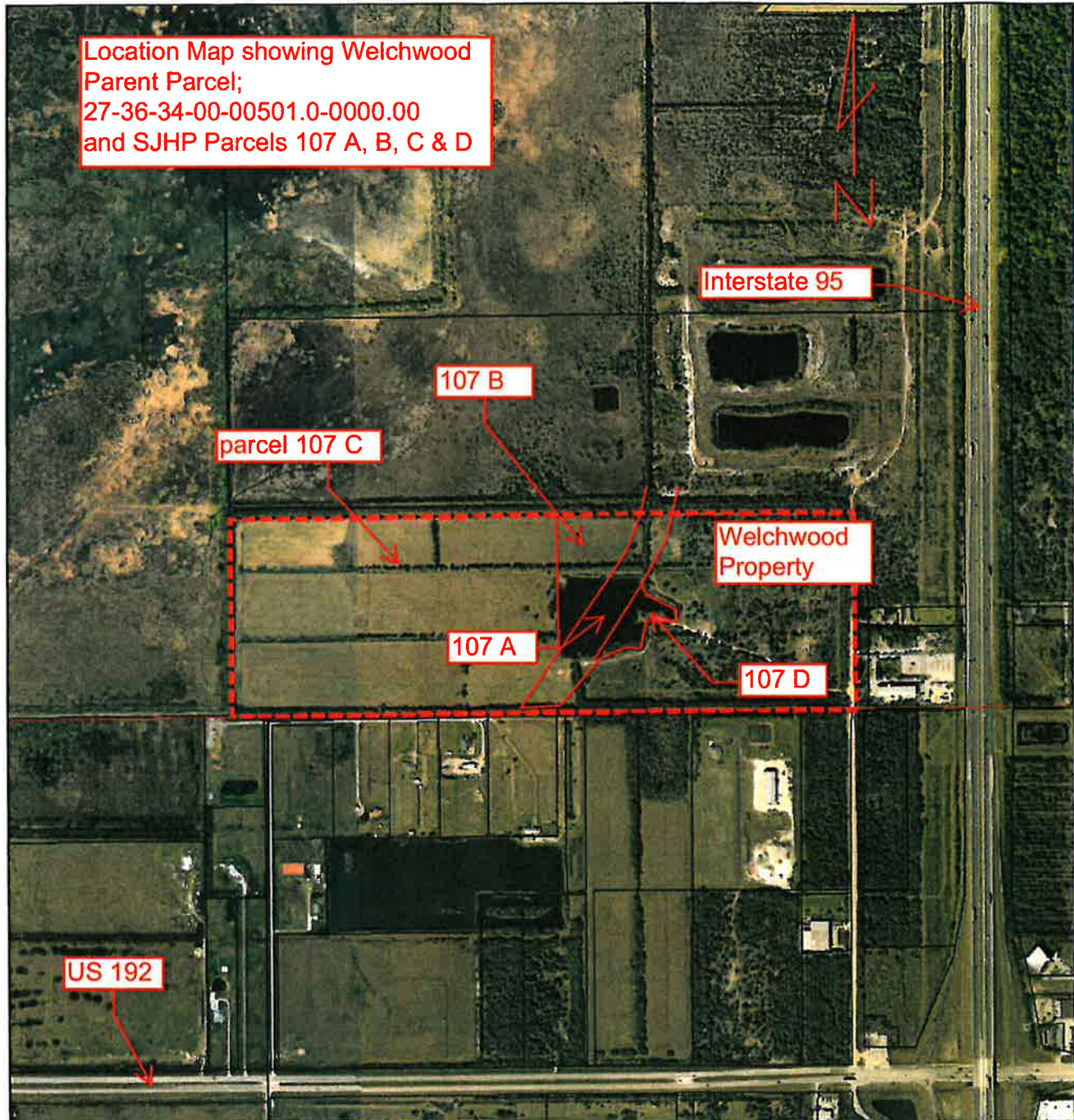
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			ST. JOHNS HERITAGE PARKWAY BREVARD COUNTY, FLORIDA		RIGHT OF WAY PARCEL SKETCH		
			PARCEL 107D				
			BY	DATE	DATA SOURCE	SCALE	
			DRAWN	C.W.W.	08/21/12	N/A	1" = 200'
			CHECKED	A.L.O.	08/22/12	DRMP PROJECT:	06-0809.008
REVISION	BY	DATE					SKETCH PREPARED BY  <b>DRMP</b> ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648



**Dana Blickley, CFA**  
Brevard County Property Appraiser

Welchwood Property



North Government Complex  
400 South St, 5th Floor  
Titusville, FL 32780  
Phone: (321) 284-8700  
Fax: (321) 264-8854

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

Viera Government Center  
2726 Judge Fran Jamieson Wy  
Viera, FL 32940  
Phone: (321) 690-8880  
Fax: (321) 690-8883

South Services Complex  
1515 Samo 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, June 23, 2015 at 11:27 PM. [www.bcpao.us](http://www.bcpao.us)

**PROPERTY FACT SHEET**  
**PROJECT: Welchwood Enterprises, Inc.**

OWNER: Welchwood Enterprises, Inc.

PARCEL LOCATION: 1414 Columbia Lane, West Melbourne, FL 32904

Parent PARCEL SIZE: 111.02 Acres (per Property Appraiser Site)

Acquisition AREA: 73.465 acres

ZONING/LANDUSE: C-Vacant Commercial

IMPROVEMENTS: Vacant

TOPOGRAPHY: Level with road grade, no wetlands indicated

FLOOD ZONE: AE

TAX PARCEL ID#: 27-36-34-00-00501.0-0000.00

MARKET VALUE: \$364,800.00 (2014 Assessment) (Property Appraiser's Records)

PUBLIC UTILITIES: partial utilities

PROPERTY TRANSACTION: Purchase date: 11/1/1988  
(Clerk of the Court Records) Sale amount: \$100.00

**BOARD OF COUNTY COMMISSIONERS**

AGENDA: CONTRACT FOR SALE AND PURCHASE – ST. JOHNS HERITAGE  
PARKWAY PROJECT - WELCHWOOD PARCELS 107 A, B, C & D –  
DISTRICT 5

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION

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>6/23/15</u>
COUNTY ATTORNEY Eden Bentley Deputy County Attorney	<u>EB</u>	_____	<u>6/24/15</u>
PUBLIC WORKS John Denninghoff, Director	<u>JD</u>	_____	<u>6/24/15</u>

AGENDA DUE DATE: June 22, 2015 for the July 7, 2015 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 SALE AND PURCHASE – ST. JOHNS HERITAGE PARKWAY PROJECT - WELCHWOOD PARCELS 107 A, B, C & D – DISTRICT 5

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION

AGENCY CONTACT: DAN JONES LAND ACQUISITION SUPERVISOR

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

REVIEW

	APPROVE	DISAPPROVE	DATE
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