



Meeting Date
October 10, 2017



AGENDA	
Section	Consent
Item No.	II-A.13

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

<b>SUBJECT:</b>	Approval Re: Contract for Purchase of Easements and Addendums from Six (6) Property Owners for the Pace's Landing Road Culvert Replacement Project-District 1 (Fiscal Impact: \$164,912.00)				
<b>DEPT/OFFICE:</b>	Public Works Department / Land Acquisition Section				
<b>Requested Action:</b>	<p>It is requested that the Board of County Commissioners: 1) approve and authorize the Chairman to execute the six (6) Contract for Purchase of Easements and Addendums, 2) approve and accept Public Utility, Drainage and Road Right of Way Easement for the Sarkarati parcel, and 3) authorize the County Manager or designee to accept delivery of and cause the recording of any deed, grant of easement or other instrument conveying interest in real property needed for the Pace's Landing Road Culvert Replacement Project, pursuant to BCC-24.</p>				
<b>Summary Explanation &amp; Background:</b>	<p>The subject properties are located in Section 26, Township 21 South, Range 34 East.</p> <p>A portion of Pace's Landing Road in Mims flows westerly into Salt Lake. Driveway culvert failure related to six (6) parcels fronting on Pace's Landing Road resulted in flooding and drainage failure. In order to properly drain larger tracts of land owned by many owners and maintain the County's drainage system, driveway culvert replacement is necessary.</p> <p>The property owners have agreed to convey the needed easements to Brevard County. As part of the negotiated settlement for the easements, the owners have agreed to grant the needed 40 (forty) foot easement along the front of their property and pay Brevard County \$5,000.00 per driveway in return for the new driveway culvert and associated driveway improvements. The value of easements is estimated to be a total of \$4,789.53 at an average of \$1,197.38 per driveway. If eminent domain had been required, the costs would have been substantially higher.</p> <p>The estimated cost per driveway improvement is \$46,228.00.</p> <p>Revisions to BCC-24 and AO-37, accepted by the Board of County Commissioners at their regular meeting dated July 9, 2013, allow for the Board to authorize the County Manager (or designee) to accept delivery of and cause the recording of any deed, grant of easement or other instrument conveying interest in real property to the County when the Project is currently within the approved budget.</p> <p>Land Acquisition Policies and Procedures require approval and acceptance by the Board of County Commissioners for all easements.</p> <p>Fiscal impact: FY 2017 – 2018: \$164,912.00 / Fund MSTU-1131/262110/5460000  <b>FY 2018 – 2019: No Fiscal Impact</b></p>				
<b>Clerk to the Board Instructions:</b>	: Forward the six (6) original executed Contract for Purchase of Easements with Exhibit A and six (6) original executed Addendums to Department.				
<b>Exhibits Attached:</b>	: Six (6) original Contract for Purchase of Easements with Exhibit A, six (6) original Addendums, Location Map				
<b>Contract /Agreement (If attached):</b>	<b>Reviewed by County Attorney</b>	<b>Yes</b>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/> <b>PR</b> <input type="checkbox"/>
County Manager Frank Abbate	Assistant County Manager John P. Denninghoff				Department Director / Extension Andrews J. Holmes, PE / 57202
	Interim Assistant County Manager Jim Liesenfelt				



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

October 11, 2017

LAND ACQUISITION  
OCT 16 2017  
RECEIVED

MEMORANDUM

TO: Andrew Holmes, Public Works Director Attn: Dan Jones

RE: Item II.A.13., Contract for Purchase of Easements and Addendums from Six Property Owners for Pace's Landing Road Culvert Replacement Project

The Board of County Commissioners, in regular session on October 10, 2017, accepted and executed Contract for Purchase of Easements and Addendums from six property owners; accepted public utility, drainage, and road right-of-way easement for the Sarkarati parcel; and authorized the County Manager, or his designee, to accept delivery of and cause the recording of any deed, grant or easement, or other instrument conveying interest in real property needed for the Pace's Landing Road Culvert Replacement Project, pursuant to BCC-24. Enclosed are executed Contract for Purchase of Easements and six executed Addendums for your action.

**Upon execution by all parties, please return a fully-executed copy of the Contract for Sale of Easements to this office for inclusion in the official minutes.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

/ds

Encls. (12)

cc: County Manager  
Finance  
Budget

**BOARD OF COUNTY COMMISSIONERS**

AGENDA: CONTRACT FOR PURCHASE OF EASEMENT AND ADDENDUMS  
FROM (6) PROPERTY OWNERS FOR THE PACE'S LANDING  
DRAINAGE AND PAVING PROJECT – DISTRICT 1

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION

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>9/27/17</u>
COUNTY ATTORNEY Eden Bentley Deputy County Attorney	_____	_____	_____
PUBLIC WORKS Andrew J. Homes, PE, Director	<u>Ally</u>	_____	<u>9/28/17</u>

AGENDA DUE DATE: September 26, 2017 for the **October 10, 2017 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**

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COUNTY ATTORNEY Eden Bentley Deputy County Attorney	<u>EB</u>	_____	<u>10/2/17</u>
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THANK YOU.

CONTRACT FOR PURCHASE OF EASEMENT

Seller: Geraldine Bryan and Shirley M. Quinn

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 page two of this contract.

Purchase price: See Addendum

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 public utility, drainage and right of way 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 [X] 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: [X] See attached addendum [ ] NOT APPLICABLE

BUYER:

SELLER:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

BY: [Signature]
Curt Smith, Chairman

[Signature] Date: 9-13-17
Geraldine Bryan

[Signature] Date: 9/5/17
Shirley M. Quinn

As approved by the Board Oct. 10, 2017

Agenda Item # II.A.13

Form reviewed by the County Attorney's Office

County Attorney

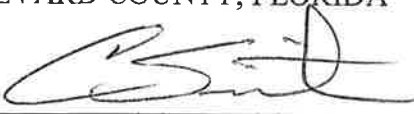
Addendum

This addendum is made this 13 day of September, 2017 and amends the CONTRACT FOR PURCHASE OF EASEMENT between Seller: **Geraldine Bryan** and **Shirley M. Quinn**, 531 Poinsetta Avenue, Titusville, FL 32796 and Buyer: **Brevard County, Florida**, 2725 Judge Fran Jamieson Way, Viera, Florida 32940:

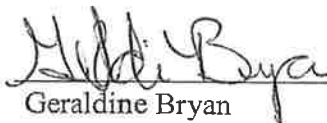
For value received, the parties hereto agree as follows:

1. The parties hereby agree and acknowledge that this Contract for Purchase of Easement is in relation to the Pace's Landing Road Culvert Replacement Project.
2. The Buyer shall provide consideration for the easement by replacing the existing culverts with 2 (two) 60 inch (sixty) concrete culverts with sandbag headwalls at an expense of approximately \$46,228.00.
3. Seller agrees to pay the sum of \$2,500.00 to Buyer and to grant unto Buyer a 40' public utility, drainage and right of way easement.
4. Seller further agrees that upon completion of the project, Seller shall assume any and all liability, full ownership and maintenance of the culverts.
5. All other terms and conditions of the contract for purchase of easement rights between the parties shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

By:   
Curt Smith, Chairman

SELLER

 Date 9-13-17  
Geraldine Bryan

 Date 9/5/17  
Shirley M. Quinn

As Approved by Board on Oct. 10, 2017  
Agenda Item # 11.A.13

Reviewed for legal form and content:  
\_\_\_\_\_, County Attorney

ATTEST:   
SCOTT ELLIS, CLERK

## 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.



**PUBLIC UTILITY, DRAINAGE AND ROAD RIGHT OF WAY EASEMENT**

**THIS INDENTURE**, made this \_\_\_\_ day of July, A.D. 2017, between **GERALDINE BRYAN**, and **SHIRLEY M. QUINN**, single women, 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 constructing and maintaining public utilities, drainage, road right of way, 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 26, Township 21 South, Range 34 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:

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
**GERALDINE BRYAN**

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
**SHIRLEY M. QUINN**

**STATE OF FLORIDA**  
**COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Geraldine Bryan and Shirley M. Quinn, who is/is not personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal at Melbourne, Florida, the County of Brevard, State of Florida, this \_\_\_\_ day of \_\_\_\_\_, 2017.

Notary Public \_\_\_\_\_  
Print Name \_\_\_\_\_  
Commission No. \_\_\_\_\_  
Commission Expires \_\_\_\_\_

Agenda Item # \_\_\_\_\_  
Board Meeting Date \_\_\_\_\_

# LEGAL DESCRIPTION

## PARCEL 804

PARENT PARCEL ID#: 21-34-26-00-257  
 PURPOSE: PUBLIC UTILITY, DRAINAGE, AND RIGHT OF WAY EASEMENT

**EXHIBIT "A"**  
 SHEET 1 OF 2  
 NOT VALID WITHOUT SHEET 2 OF 2  
**THIS IS NOT A SURVEY**  
 SEE SURVEYORS NOTE #1

### LEGAL DESCRIPTION: PARCEL 804 (BY SURVEYOR)

A PARCEL OF LAND LOCATED WITHIN SECTION 26, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 40.00 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA; CONTAINING 6,636 SQUARE FEET (0.15 ACRES), MORE OR LESS.

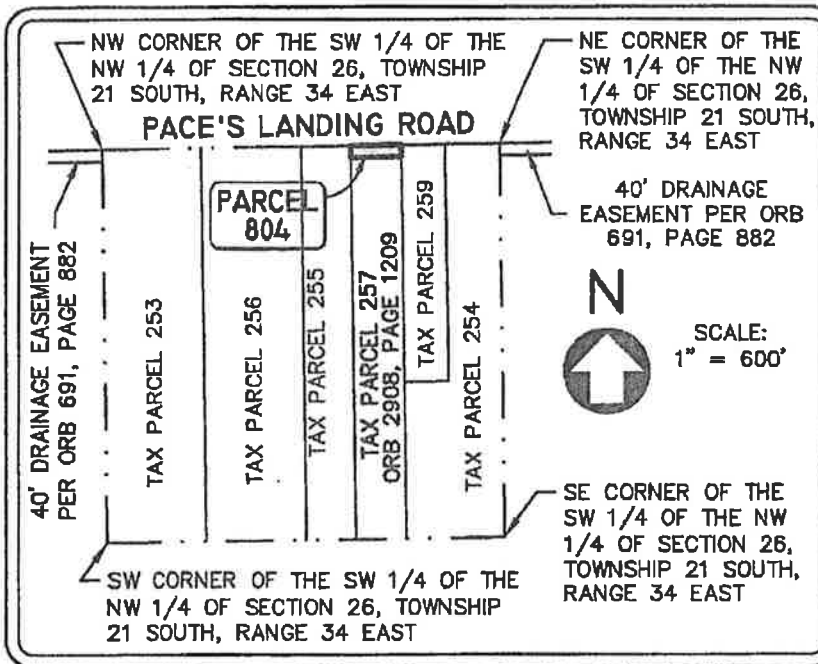
UNLESS OTHERWISE INDICATED ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, AGREEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD. THE SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS.

### LEGEND

	PUBLIC UTILITY, DRAINAGE, AND RIGHT OF WAY EASEMENT LINE
	SECTION LINE
	EXISTING UTILITY EASEMENT LINE
	DIRT ROAD / DIRT DRIVEWAY
	DENOTES PUBLIC UTILITY, DRAINAGE, AND RIGHT OF WAY EASEMENT

### SURVEYORS NOTES:

1. THIS SKETCH IS NOT A SURVEY OF ANY TYPE BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE 0901, NORTH AMERICAN DATUM OF 1983 AND READJUSTED IN 2011(NAD83(2011)), REFERENCED TO THE NORTH LINE OF THE S 1/2 OF THE NW 1/4 OF SAID SECTION 26, AS BEING NORTH 89° 10' 02" EAST.
3. REFERENCE: TITLE REPORT NO. 2101914; EFFECTIVE DATE, 5/11/2017 PREPARED BY CRAIG KARLSON (NEW REVELATIONS, INC.).



### ABBREVIATIONS

GP	= GATE POST
ID	= IDENTIFICATION
N/F	= NOW OR FORMERLY
ORB	= OFFICIAL RECORDS BOOK
PB	= PLAT BOOK
PG	= PAGE
TOB	= TOP OF BANK

PREPARED FOR AND CERTIFIED TO:  
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870  
 PROFESSIONAL SURVEYOR & MAPPER  
 NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION  
 ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940  
 PHONE: (321) 633-2080

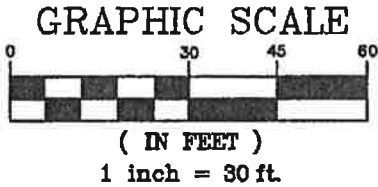


DRAWN BY: M. CORNELL	CHECKED BY: M. J. SWEENEY	PROJECT NO. 17-05-058-1	SECTION 26 TOWNSHIP 21 SOUTH RANGE 34 EAST					
DATE: AUGUST 31, 2017	SHEET: 1 OF 2	REVISIONS						
		<table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		DATE	DESCRIPTION			
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# SKETCH OF DESCRIPTION PARCEL 804

**EXHIBIT "A"**  
**SHEET 2 OF 2**  
 NOT VALID WITHOUT SHEET 1 OF 2  
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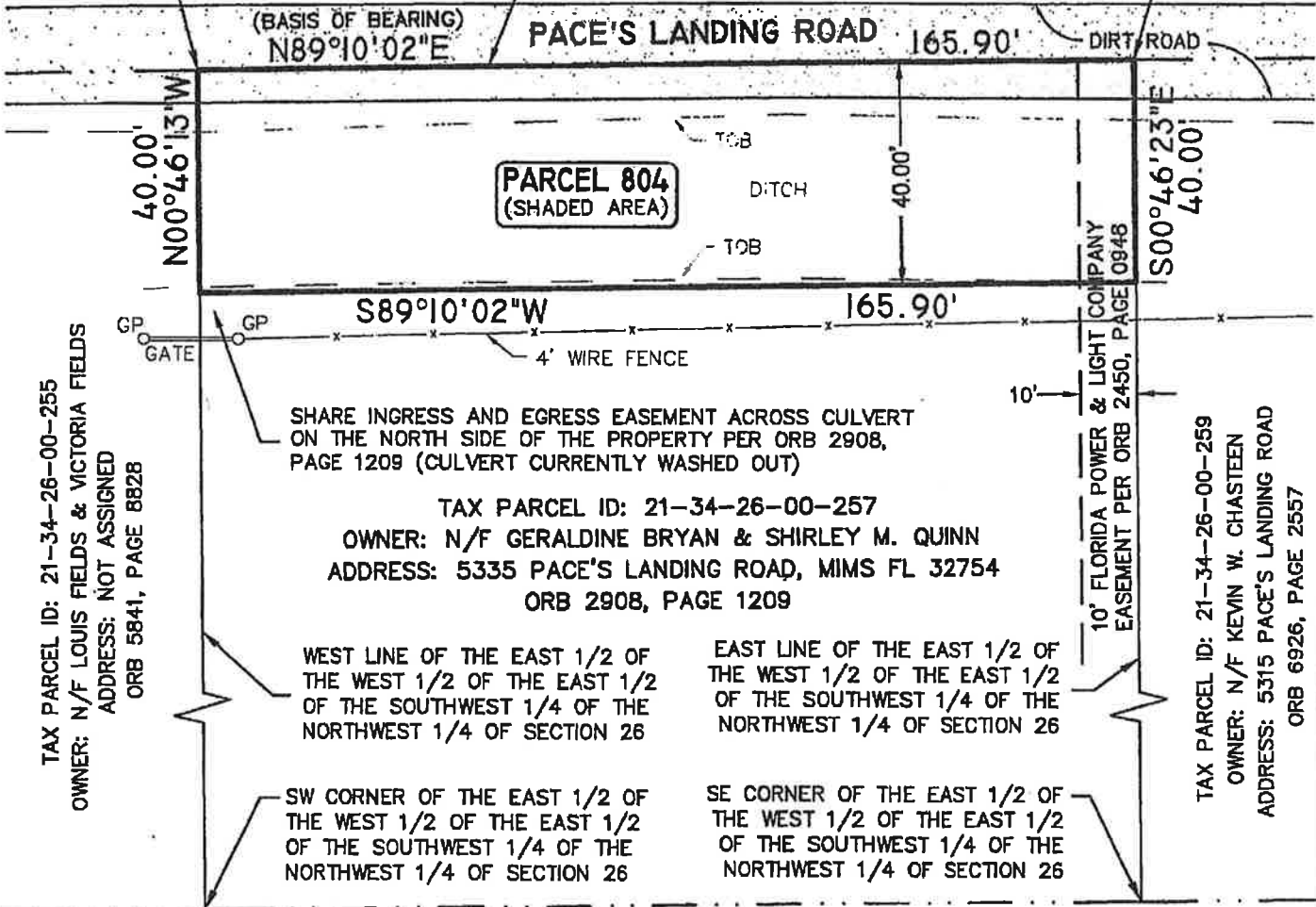
PARENT PARCEL ID#: 21-34-26-00-257  
 PURPOSE: PUBLIC UTILITY, DRAINAGE, AND  
 RIGHT OF WAY EASEMENT



NORTH LINE OF THE EAST 1/2 OF THE WEST  
 1/2 OF THE EAST 1/2 OF THE SOUTHWEST  
 1/4 OF THE NORTHWEST 1/4 OF SECTION 26,  
 TOWNSHIP 21 SOUTH, RANGE 34 EAST

NE CORNER OF THE EAST 1/2 OF THE WEST  
 1/2 OF THE EAST 1/2 OF THE SOUTHWEST  
 1/4 OF THE NORTHWEST 1/4 OF SECTION 26

NW CORNER OF THE EAST 1/2  
 OF THE WEST 1/2 OF THE  
 EAST 1/2 OF THE SOUTHWEST  
 1/4 OF THE NORTHWEST 1/4  
 OF SECTION 26



SHARE INGRESS AND EGRESS EASEMENT ACROSS CULVERT  
 ON THE NORTH SIDE OF THE PROPERTY PER ORB 2908,  
 PAGE 1209 (CULVERT CURRENTLY WASHED OUT)

TAX PARCEL ID: 21-34-26-00-257  
 OWNER: N/F GERALDINE BRYAN & SHIRLEY M. QUINN  
 ADDRESS: 5335 PACE'S LANDING ROAD, MIMS FL 32754  
 ORB 2908, PAGE 1209

WEST LINE OF THE EAST 1/2 OF  
 THE WEST 1/2 OF THE EAST 1/2  
 OF THE SOUTHWEST 1/4 OF THE  
 NORTHWEST 1/4 OF SECTION 26

EAST LINE OF THE EAST 1/2 OF  
 THE WEST 1/2 OF THE EAST 1/2  
 OF THE SOUTHWEST 1/4 OF THE  
 NORTHWEST 1/4 OF SECTION 26

SW CORNER OF THE EAST 1/2 OF  
 THE WEST 1/2 OF THE EAST 1/2  
 OF THE SOUTHWEST 1/4 OF THE  
 NORTHWEST 1/4 OF SECTION 26

SE CORNER OF THE EAST 1/2 OF  
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 OF THE SOUTHWEST 1/4 OF THE  
 NORTHWEST 1/4 OF SECTION 26

SOUTH LINE OF THE EAST 1/2 OF THE WEST  
 1/2 OF THE EAST 1/2 OF THE SOUTHWEST  
 1/4 OF THE NORTHWEST 1/4 OF SECTION 26,  
 TOWNSHIP 21 SOUTH, RANGE 34 EAST

TAX PARCEL ID: 21-34-26-00-255  
 OWNER: N/F LOUIS FIELDS & VICTORIA FIELDS  
 ADDRESS: NOT ASSIGNED  
 ORB 5841, PAGE 8828

TAX PARCEL ID: 21-34-26-00-259  
 OWNER: N/F KEVIN W. CHASTEEN  
 ADDRESS: 5315 PACE'S LANDING ROAD  
 ORB 6926, PAGE 2557



PREPARED BY: BREVARD COUNTY PUBLIC WORKS  
 SURVEYING AND MAPPING DIVISION  
 ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,  
 VERA, FLORIDA 32940  
 PHONE: (321) 633-2080

SCALE:  
 1" = 30'  
 PROJECT NO.:  
 17-06-058-1

SECTION 26  
 TOWNSHIP 21 SOUTH  
 RANGE 34 EAST

# LEGAL DESCRIPTION

## PARCEL 804

PARENT PARCEL ID#: 21-34-26-00-257

PURPOSE: PUBLIC UTILITY, DRAINAGE, AND RIGHT OF WAY EASEMENT

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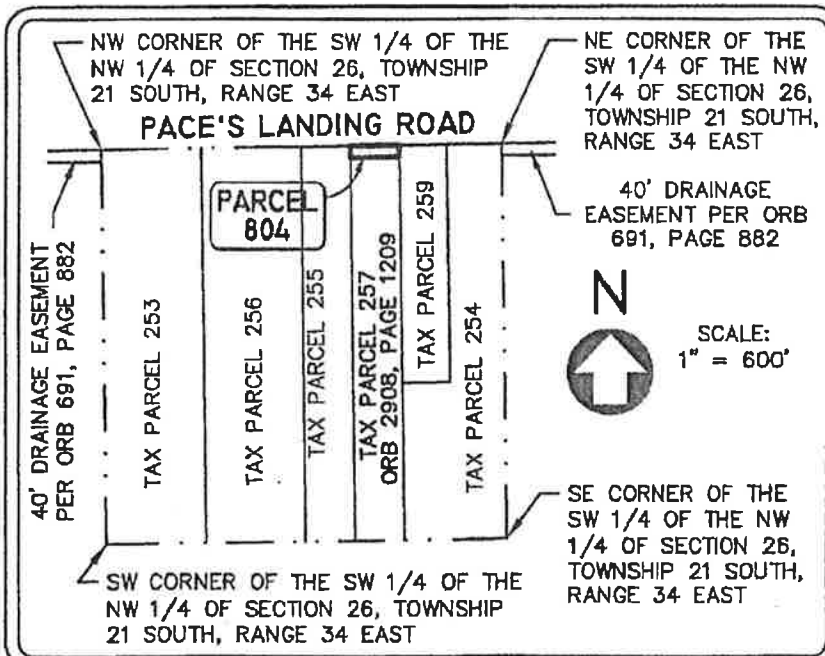
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BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870  
PROFESSIONAL SURVEYOR & MAPPER  
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PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION  
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940  
PHONE: (321) 633-2080



DRAWN BY: M. CORNELL

CHECKED BY: M. J. SWEENEY

PROJECT NO. 17-06-05B-1

SECTION 26

DATE: AUGUST 31, 2017

SHEET: 1 OF 2

REVISIONS

DATE

DESCRIPTION

TOWNSHIP 21 SOUTH  
RANGE 34 EAST

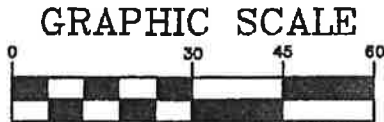
# SKETCH OF DESCRIPTION

## PARCEL 804

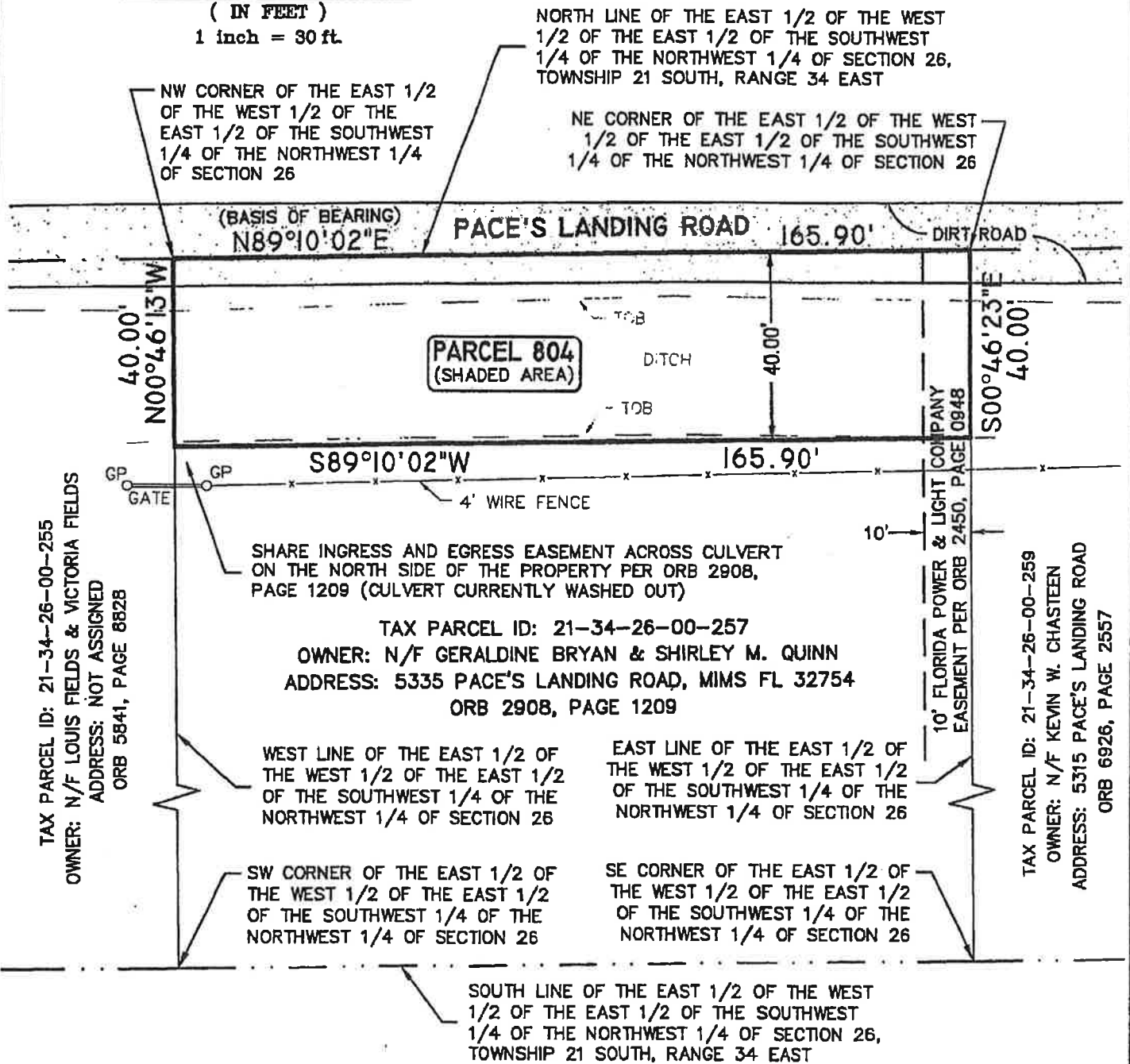
PARENT PARCEL ID#: 21-34-26-00-257  
 PURPOSE: PUBLIC UTILITY, DRAINAGE, AND  
 RIGHT OF WAY EASEMENT

EXHIBIT "A"

SHEET 2 OF 2  
 NOT VALID WITHOUT SHEET 1 OF 2  
**THIS IS NOT A SURVEY**  
 SEE SURVEYORS NOTE #1



( IN FEET )  
 1 inch = 30 ft.



PREPARED BY: BREVARD COUNTY PUBLIC WORKS  
 SURVEYING AND MAPPING DIVISION  
 ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,  
 VIERA, FLORIDA 32940  
 PHONE: (321) 633-2080

SCALE: 1" = 30'  
 PROJECT NO.: 17-06-058-1

SECTION 26  
 TOWNSHIP 21 SOUTH  
 RANGE 34 EAST

CONTRACT FOR PURCHASE OF EASEMENT

Seller: Kevin W. Chasteen

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 page two of this contract.

Purchase price: See Addendum

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 public utility, drainage and right of way 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:

SELLER:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

BY:   
Curt Smith, Chairman

  
Kevin W. Chasteen

Date: 9-14-17

As approved by the Board Oct. 10, 2017

Agenda Item # II.A.13

Form reviewed by the County Attorney's Office

\_\_\_\_\_  
County Attorney

**Addendum**

This addendum is made this 14 day of September, 2017 and amends the CONTRACT FOR PURCHASE OF EASEMENT between **Seller: Kevin W. Chasteen**, 5315 Pace's Landing Road, Mims, FL 32754, and **Buyer: Brevard County, Florida**, 2725 Judge Fran Jamieson Way, Viera, Florida 32940:

For value received, the parties hereto agree as follows:

1. The parties hereby agree and acknowledge that this Contract for Purchase of Easement is in relation to the Pace's Landing Road Culvert Replacement Project.
2. The Buyer shall provide consideration for the easement by replacing the existing culverts with 2 (two) 60 inch (sixty) concrete culverts with sandbag headwalls at an expense of approximately \$46,228.00.
3. Seller agrees to pay the sum of \$2,500.00 to Buyer and to grant unto Buyer a 40' public utility, drainage and right of way easement.
4. Seller further agrees that upon completion of the project, Seller shall assume any and all liability, full ownership and maintenance of the culverts.
5. All other terms and conditions of the contract for purchase of easement rights between the parties shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

By:   
Curt Smith, Chairman

SELLER

 Date 9-14-17  
Kevin W. Chasteen

As approved by the Board on Oct 10 2017  
Agenda Item # II.A.13

Reviewed for legal form and content:  
\_\_\_\_\_, County Attorney

ATTEST:   
SCOTT ELLIS, CLERK

## 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.

*LWC*

**PUBLIC UTILITY, DRAINAGE AND ROAD RIGHT OF WAY EASEMENT**

**THIS INDENTURE**, made this \_\_\_\_ day of July, A.D. 2017, between **KEVIN W. CHASTEEN**, a single man, 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 constructing and maintaining public utilities, drainage, road right of way, 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 26, Township 21 South, Range 34 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:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
**KEVIN W. CHASTEEN**

**STATE OF FLORIDA**  
**COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Kevin W. Chasteen, who is/is not personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal at Melbourne, Florida, the County of Brevard, State of Florida, this \_\_\_\_ day of \_\_\_\_\_, 2017.

Notary Public \_\_\_\_\_  
Print Name \_\_\_\_\_  
Commission No. \_\_\_\_\_  
Commission Expires \_\_\_\_\_

Agenda Item # \_\_\_\_\_  
Board Meeting Date \_\_\_\_\_

# LEGAL DESCRIPTION

## PARCEL 805

PARENT PARCEL ID#: 21-34-26-00-259

PURPOSE: PUBLIC UTILITY, DRAINAGE, AND RIGHT OF WAY EASEMENT

### EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

**THIS IS NOT A SURVEY**

SEE SURVEYORS NOTE #1






#### LEGAL DESCRIPTION: PARCEL 805 (BY SURVEYOR)

A PARCEL OF LAND LOCATED WITHIN SECTION 26, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 40.00 FEET OF THE NORTH 800 FEET OF THE WEST 150 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA; CONTAINING 6,000 SQUARE FEET (0.14 ACRES), MORE OR LESS.

UNLESS OTHERWISE INDICATED ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, AGREEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD. THE SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS.

#### LEGEND

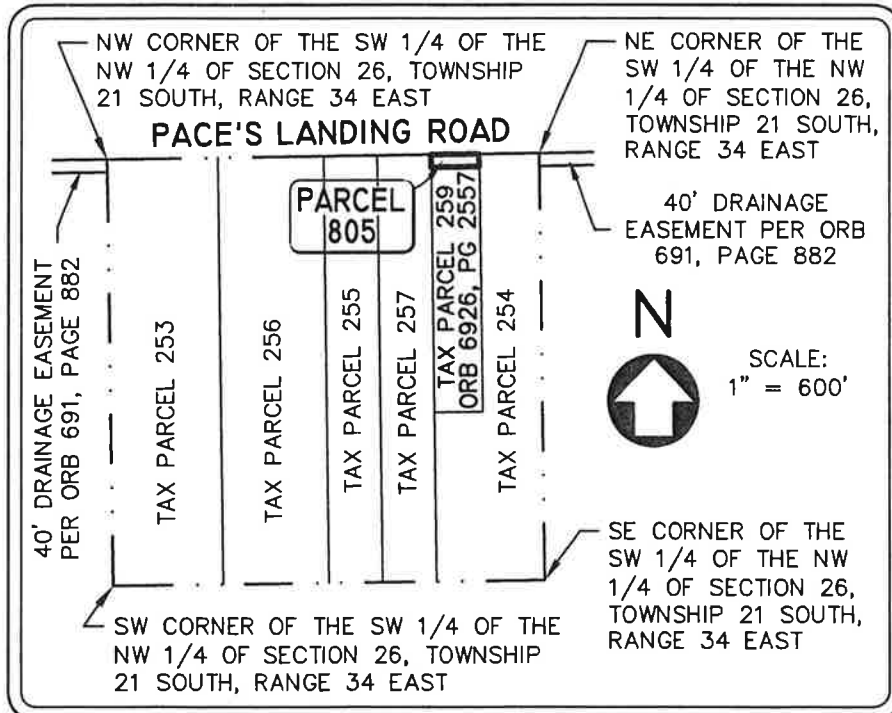
-  PUBLIC UTILITY, DRAINAGE, AND RIGHT OF WAY EASEMENT LINE
-  SECTION LINE
-  EXISTING UTILITY EASEMENT LINE
-  DIRT ROAD / DIRT DRIVEWAY
-  DENOTES PUBLIC UTILITY, DRAINAGE, AND RIGHT OF WAY EASEMENT

#### SURVEYORS NOTES:

1. THIS SKETCH IS NOT A SURVEY OF ANY TYPE BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE 0901, NORTH AMERICAN DATUM OF 1983 AND READJUSTED IN 2011(NAD83(2011)), REFERENCED TO THE NORTH LINE OF THE S 1/2 OF THE NW 1/4 OF SAID SECTION 26, AS BEING NORTH 89° 10' 02" EAST.
3. REFERENCE: TITLE REPORT NO. 2101916; EFFECTIVE DATE, 5/11/2017 PREPARED BY CRAIG KARLSON (NEW REVELATIONS, INC.).

#### ABBREVIATIONS

- ID = IDENTIFICATION
- N/F = NOW OR FORMERLY
- ORB = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE
- TOB = TOP OF BANK



PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION  
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940  
PHONE: (321) 633-2080



DRAWN BY: M. CORNELL	CHECKED BY: M. J. SWEENEY	PROJECT NO. 17-06-058-1		SECTION 26 TOWNSHIP 21 SOUTH RANGE 34 EAST
		REVISIONS	DATE	
DATE: AUGUST 31, 2017	SHEET: 1 OF 2			



# LEGAL DESCRIPTION

## PARCEL 805

PARENT PARCEL ID#: 21-34-26-00-259

PURPOSE: PUBLIC UTILITY, DRAINAGE, AND RIGHT OF WAY EASEMENT

### EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

**THIS IS NOT A SURVEY**

SEE SURVEYORS NOTE #1






#### LEGAL DESCRIPTION: PARCEL 805 (BY SURVEYOR)

A PARCEL OF LAND LOCATED WITHIN SECTION 26, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 40.00 FEET OF THE NORTH 800 FEET OF THE WEST 150 FEET OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA; CONTAINING 6,000 SQUARE FEET (0.14 ACRES), MORE OR LESS.

UNLESS OTHERWISE INDICATED ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, AGREEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD. THE SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS.

#### LEGEND

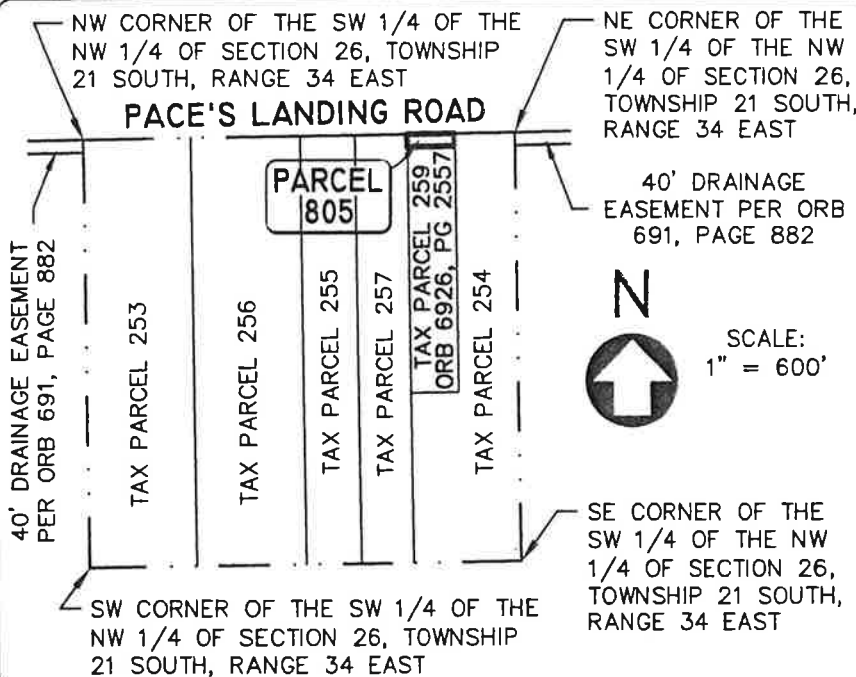
	PUBLIC UTILITY, DRAINAGE, AND RIGHT OF WAY EASEMENT LINE
	SECTION LINE
	EXISTING UTILITY EASEMENT LINE
	DIRT ROAD / DIRT DRIVEWAY
	DENOTES PUBLIC UTILITY, DRAINAGE, AND RIGHT OF WAY EASEMENT

#### SURVEYORS NOTES:

1. THIS SKETCH IS NOT A SURVEY OF ANY TYPE BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE 0901, NORTH AMERICAN DATUM OF 1983 AND READJUSTED IN 2011(NAD83(2011)), REFERENCED TO THE NORTH LINE OF THE S 1/2 OF THE NW 1/4 OF SAID SECTION 26, AS BEING NORTH 89° 10' 02" EAST.
3. REFERENCE: TITLE REPORT NO. 2101916; EFFECTIVE DATE, 5/11/2017 PREPARED BY CRAIG KARLSON (NEW REVELATIONS, INC.).

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ID	= IDENTIFICATION
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PG	= PAGE
TOB	= TOP OF BANK



PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION  
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940  
PHONE: (321) 633-2080



DRAWN BY: M. CORNELL	CHECKED BY: M. J. SWEENEY	PROJECT NO. 17-06-058-1		SECTION 26 TOWNSHIP 21 SOUTH RANGE 34 EAST
		REVISIONS	DATE	
DATE: AUGUST 31, 2017	SHEET: 1 OF 2			

# SKETCH OF DESCRIPTION

## PARCEL 805

PARENT PARCEL ID#: 21-34-26-00-259

PURPOSE: PUBLIC UTILITY, DRAINAGE, AND  
RIGHT OF WAY EASEMENT

### EXHIBIT "A"

SHEET 2 OF 2

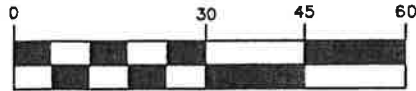
NOT VALID WITHOUT SHEET 1 OF 2

**THIS IS NOT A SURVEY**

SEE SURVEYORS NOTE #1



### GRAPHIC SCALE



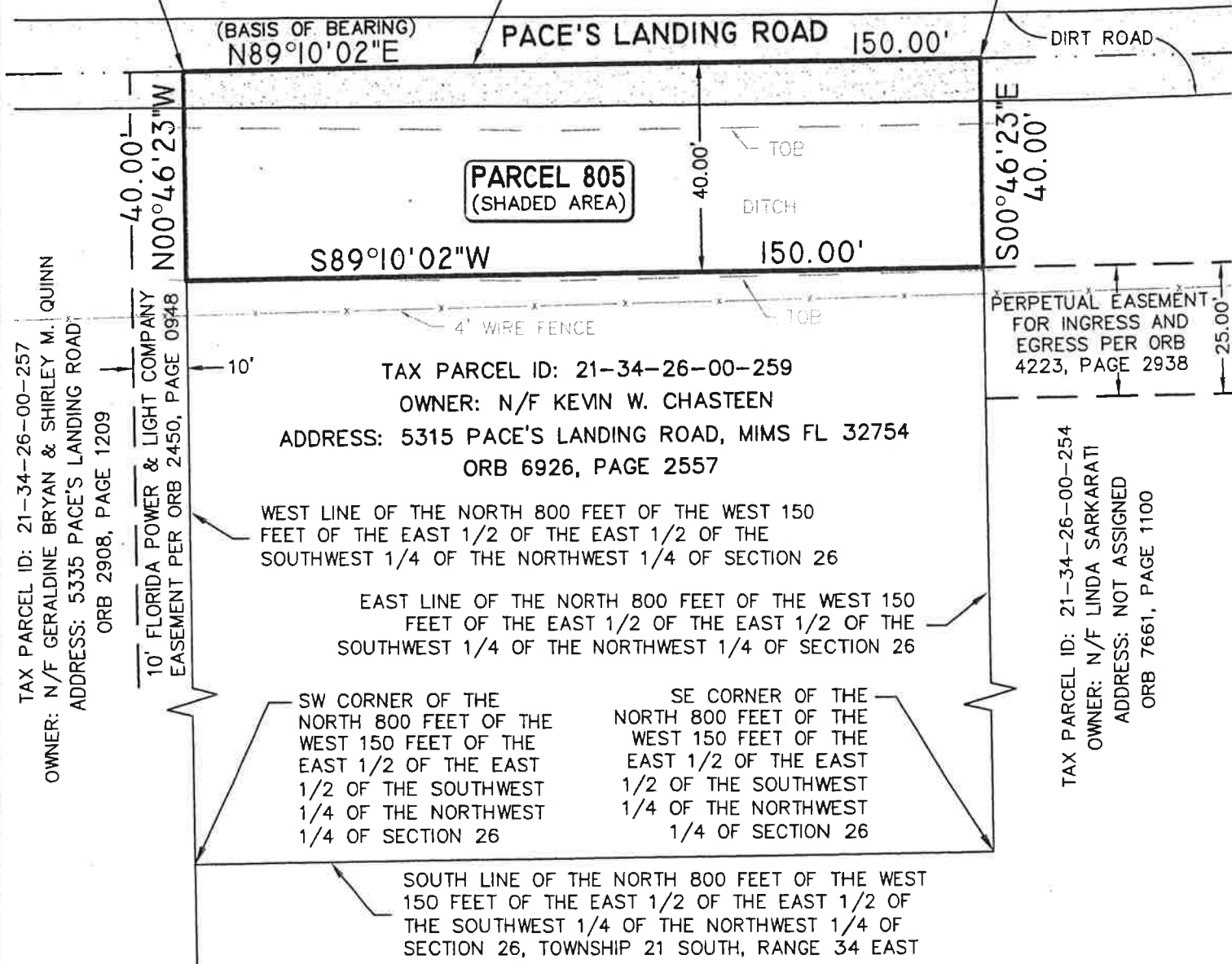
( IN FEET )

1 inch = 30 ft.

NW CORNER OF THE NORTH 800 FEET OF THE WEST 150 FEET OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26

NE CORNER OF THE NORTH 800 FEET OF THE WEST 150 FEET OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26

NORTH LINE OF THE NORTH 800 FEET OF THE WEST 150 FEET OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 34 EAST



TAX PARCEL ID: 21-34-26-00-257  
OWNER: N/F GERALDINE BRYAN & SHIRLEY M. QUINN  
ADDRESS: 5335 PACE'S LANDING ROAD  
ORB 2908, PAGE 1209

TAX PARCEL ID: 21-34-26-00-254  
OWNER: N/F LINDA SARKARATI  
ADDRESS: NOT ASSIGNED  
ORB 7661, PAGE 1100

<p>PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940 PHONE: (321) 633-2080</p>	<p>SCALE: 1" = 30'</p>	<p>SECTION 26 TOWNSHIP 21 SOUTH RANGE 34 EAST</p>
	<p>PROJECT NO.: 17-06-058-1</p>	

CONTRACT FOR PURCHASE OF EASEMENT

Seller: Louis Fields and Victoria Fields

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 page two of this contract.

Purchase price: See Addendum

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 public utility, drainage and right of way 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.

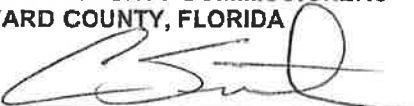
Seller shall comply with §196.295, Fla. Stat.

Special Clauses:  See attached addendum  NOT APPLICABLE

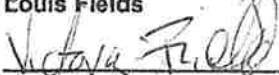
BUYER:

SELLER:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

BY:   
Curt Smith, Chairman

  
Louis Fields Date: 14 Sep 17

  
Victoria Fields Date: 14 Sep 17

As approved by the Board Oct 10, 2017

Agenda Item # II.A.13

Form reviewed by the County Attorney's Office

\_\_\_\_\_  
County Attorney

**Addendum**

This addendum is made this 14 day of Sep, 2017 and amends the CONTRACT FOR PURCHASE OF EASEMENT between Seller: Louis Fields and Victoria Fields, 2081 London Town Lane, Titusville, FL 32796 and Buyer: Brevard County, Florida, 2725 Judge Fran Jamieson Way, Viera, Florida 32940:

For value received, the parties hereto agree as follows:

1. The parties hereby agree and acknowledge that this Contract for Purchase of Easement is in relation to the Pace's Landing Road Culvert Replacement Project.
2. The Buyer shall provide consideration for the easement by replacing the existing culverts with 2 (two) 60 inch (sixty) concrete culverts with sandbag headwalls at an expense of approximately \$46,228.00.
3. Seller agrees to pay the sum of \$2,500.00 to Buyer and to grant unto Buyer a 40' public utility, drainage and right of way easement.
4. Seller further agrees that upon completion of the project, Seller shall assume any and all liability, full ownership and maintenance of the culverts.
5. All other terms and conditions of the contract for purchase of easement rights between the parties shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

By:   
Curt Smith, Chairman

SELLER

 Date 14 Sep 17  
Louis Fields

 Date 14 Sep 17  
Victoria Fields

As approved by the Board on Oct 12 2017  
Agenda Item # II.A.13

Reviewed for legal form and content:  
\_\_\_\_\_, County Attorney

ATTEST:   
SCOTT ELLIS, CLERK

## 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.

**PUBLIC UTILITY, DRAINAGE AND ROAD RIGHT OF WAY EASEMENT**

**THIS INDENTURE**, made this \_\_\_\_ day of July, A.D. 2017, between **LOUIS FIELDS** and **VICTORIA FIELDS**, husband and wife, 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 constructing and maintaining public utilities, drainage, road right of way, 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 26, Township 21 South, Range 34 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:

\_\_\_\_\_

Witness

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

Witness

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

**LOUIS FIELDS**

\_\_\_\_\_

**VICTORIA FIELDS**

**STATE OF FLORIDA**  
**COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Louis Fields and Victoria Fields, who is/is not personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal at Melbourne, Florida, the County of Brevard, State of Florida, this \_\_\_\_ day of \_\_\_\_\_, 2017.

Notary Public \_\_\_\_\_  
Print Name \_\_\_\_\_  
Commission No. \_\_\_\_\_  
Commission Expires \_\_\_\_\_

Agenda Item # \_\_\_\_\_  
Board Meeting Date \_\_\_\_\_

# LEGAL DESCRIPTION

## PARCEL 803

**EXHIBIT "A"**

**SHEET 1 OF 2**

NOT VALID WITHOUT SHEET 2 OF 2

**THIS IS NOT A SURVEY**

SEE SURVEYORS NOTE #1

PARENT PARCEL ID#: 21-34-26-00-255

PURPOSE: PUBLIC UTILITY, DRAINAGE, AND RIGHT OF WAY EASEMENT






### LEGAL DESCRIPTION: PARCEL 803 (BY SURVEYOR)

A PARCEL OF LAND LOCATED WITHIN SECTION 26, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 40.00 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA; CONTAINING 6,633 SQUARE FEET (0.15 ACRES), MORE OR LESS.

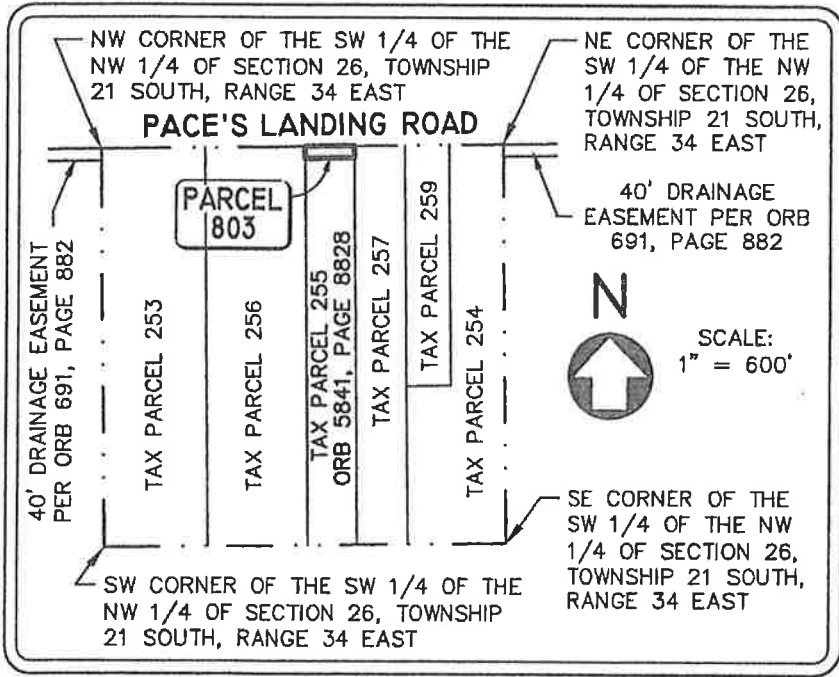
UNLESS OTHERWISE INDICATED ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, AGREEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD. THE SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS.

### LEGEND

-  PUBLIC UTILITY, DRAINAGE, AND RIGHT OF WAY EASEMENT LINE
-  SECTION LINE
-  EXISTING UTILITY EASEMENT LINE
-  DIRT ROAD / DIRT DRIVEWAY
-  DENOTES PUBLIC UTILITY, DRAINAGE, AND RIGHT OF WAY EASEMENT

### SURVEYORS NOTES:

1. THIS SKETCH IS NOT A SURVEY OF ANY TYPE BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE 0901, NORTH AMERICAN DATUM OF 1983 AND READJUSTED IN 2011(NAD83(2011)), REFERENCED TO THE NORTH LINE OF THE S 1/2 OF THE NW 1/4 OF SAID SECTION 26, AS BEING NORTH 89° 10' 02" EAST.
3. REFERENCE: TITLE REPORT NO. 2101912; EFFECTIVE DATE, 5/11/2017 PREPARED BY CRAIG KARLSON (NEW REVELATIONS, INC.).



### ABBREVIATIONS

- GP = GATE POST
- ID = IDENTIFICATION
- N/F = NOW OR FORMERLY
- ORB = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE
- TOB = TOP OF BANK

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION  
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940  
PHONE: (321) 633-2080



DRAWN BY: M. CORNELL	CHECKED BY: M. J. SWEENEY	PROJECT NO. 17-06-058-1		SECTION 26 TOWNSHIP 21 SOUTH RANGE 34 EAST
		REVISIONS	DATE	
DATE: AUGUST 31, 2017	SHEET: 1 OF 2			

# SKETCH OF DESCRIPTION

## PARCEL 803

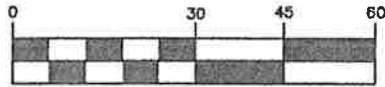
PARENT PARCEL ID#: 21-34-26-00-255  
 PURPOSE: PUBLIC UTILITY, DRAINAGE, AND  
 RIGHT OF WAY EASEMENT

# EXHIBIT "A"

SHEET 2 OF 2  
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### GRAPHIC SCALE



( IN FEET )  
 1 inch = 30 ft.

NW CORNER OF THE WEST 1/2  
 OF THE WEST 1/2 OF THE  
 EAST 1/2 OF THE SOUTHWEST  
 1/4 OF THE NORTHWEST 1/4  
 OF SECTION 26

NORTH LINE OF THE WEST 1/2 OF THE WEST  
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 TOWNSHIP 21 SOUTH, RANGE 34 EAST

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 1/2 OF THE EAST 1/2 OF THE SOUTHWEST  
 1/4 OF THE NORTHWEST 1/4 OF SECTION 26

(BASIS OF BEARING)  
 N89°10'02"E

**PACE'S LANDING ROAD**

165.83'

DIRT ROAD

40.00'  
 N00°46'03"W

**PARCEL 803**  
 (SHADED AREA)

40.00'

S00°46'13"E  
 40.00'

S89°10'02"W

165.83'

SHARE OF INGRESS AND EGRESS EASEMENT  
 ACROSS CULVERT PER ORB 2450, PAGE 1714  
 (CULVERT CURRENTLY WASHED OUT)

TAX PARCEL ID: 21-34-26-00-255

OWNER: N/F LOUIS FIELDS & VICTORIA FIELDS

ADDRESS: NOT ASSIGNED

ORB 5841, PAGE 8828

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 THE WEST 1/2 OF THE EAST 1/2  
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TAX PARCEL ID: 21-34-26-00-256  
 OWNER: N/F MATTHEW J. SHUBERT & WENDY D. SHUBERT  
 ADDRESS: 5365 PACE'S LANDING ROAD, MIMS FL 32754  
 ORB 6345, PAGE 0842

TAX PARCEL ID: 21-34-26-00-257  
 OWNER: N/F GERALDINE BRYAN & SHIRLEY M. QUINN  
 ADDRESS: 5335 PACE'S LANDING ROAD  
 ORB 2908, PAGE 1209



PREPARED BY: BREVARD COUNTY PUBLIC WORKS  
 SURVEYING AND MAPPING DIVISION  
 ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,  
 VIERA, FLORIDA 32940  
 PHONE: (321) 633-2080

SCALE:  
 1" = 30'  
 PROJECT NO.:  
 17-06-058-1

SECTION 26  
 TOWNSHIP 21 SOUTH  
 RANGE 34 EAST

# LEGAL DESCRIPTION

## PARCEL 803

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PURPOSE: PUBLIC UTILITY, DRAINAGE, AND RIGHT OF WAY EASEMENT

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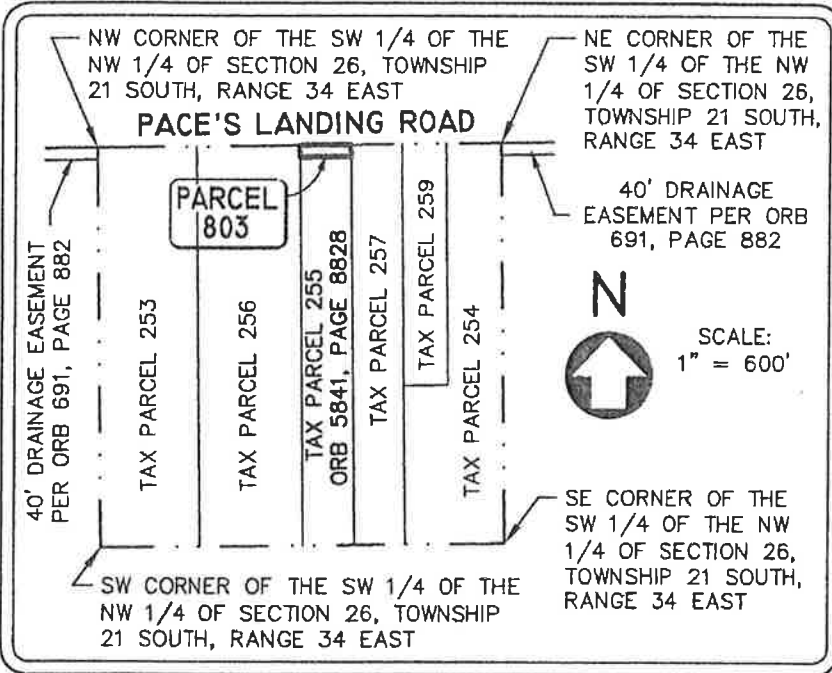
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ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940  
PHONE: (321) 633-2080



DRAWN BY: M. CORNELL	CHECKED BY: M. J. SWEENEY	PROJECT NO. 17-06-058-1		SECTION 26 TOWNSHIP 21 SOUTH RANGE 34 EAST
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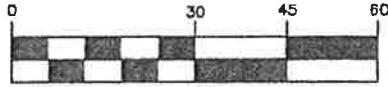
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## PARCEL 803

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ORB 5841, PAGE 8828

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TAX PARCEL ID: 21-34-26-00-256

OWNER: N/F MATTHEW J. SHUBERT & WENDY D. SHUBERT

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ORB 6345, PAGE 0842

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ORB 2908, PAGE 1209



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 ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,  
 VIERA, FLORIDA 32940  
 PHONE: (321) 633-2080

SCALE: 1" = 30'  
 PROJECT NO.: 17-06-058-1

SECTION 26  
 TOWNSHIP 21 SOUTH  
 RANGE 34 EAST

CONTRACT FOR PURCHASE OF EASEMENT

Seller: Matthew J. Shubert and Wendy D. Shubert

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 page two of this contract.

Purchase price: See Addendum

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 public utility, drainage and right of way 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: SELLER:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

BY:   
Curt Smith, Chairman

 Date: 9-14-17  
Matthew J. Shubert

 Date: 9-14-17  
Wendy D. Shubert

As approved by the Board Oct 10, 2017

Agenda Item # II.A.13

Form reviewed by the County Attorney's Office

\_\_\_\_\_  
County Attorney



Addendum

This addendum is made this 14 day of September, 2017 and amends the CONTRACT FOR PURCHASE OF EASEMENT between Seller: **Matthew J. Shubert and Wendy D. Shubert**, 5365 Pace's Landing Road, Mims, FL 32754 and Buyer: **Brevard County, Florida**, 2725 Judge Fran Jamieson Way, Viera, Florida 32940:

For value received, the parties hereto agree as follows:

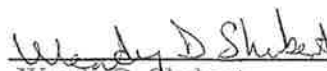
1. The parties hereby agree and acknowledge that this Contract for Purchase of Easement is in relation to the Pace's Landing Road Culvert Replacement Project.
2. The Buyer shall provide consideration for the easement by replacing the existing culverts with 2 (two) 60 inch (sixty) concrete culverts with sandbag headwalls at an expense of approximately \$46,228.00.
3. Seller agrees to pay the sum of \$5,000.00 to Buyer and to grant unto Buyer a 40' public utility, drainage and right of way easement.
4. Seller further agrees that upon completion of the project, Seller shall assume any and all liability, full ownership and maintenance of the culverts.
5. All other terms and conditions of the contract for purchase of easement rights between the parties shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

By   
Curt Smith, Chairman

SELLER

 Date 9-14-17  
Matthew J. Shubert

 Date 9-14-17  
Wendy D. Shubert

As approved by the Board on Oct 1, 2017  
Agenda Item # II.A.13

Reviewed for legal form and content:  
\_\_\_\_\_, County Attorney

ATTEST:   
SCOTT ELLIS, CLERK

## 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.

MS  
WS

**PUBLIC UTILITY, DRAINAGE AND ROAD RIGHT OF WAY EASEMENT**

**THIS INDENTURE**, made this \_\_\_\_ day of July, A.D. 2017, between **MATTHEW J. SHUBERT** and **WENDY D. SHUBERT**, husband and wife, 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 constructing and maintaining public utilities, drainage, road right of way, 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 26, Township 21 South, Range 34 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:

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
**MATTHEW J. SHUBERT**

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
**WENDY D. SHUBERT**

**STATE OF FLORIDA**  
**COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Matthew J. and Wendy D. Shubert, who is/is not personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal at Melbourne, Florida, the County of Brevard, State of Florida, this \_\_\_\_ day of \_\_\_\_\_, 2017.

Notary Public \_\_\_\_\_  
Print Name \_\_\_\_\_  
Commission No. \_\_\_\_\_  
Commission Expires \_\_\_\_\_

Agenda Item # \_\_\_\_\_  
Board Meeting Date \_\_\_\_\_

# LEGAL DESCRIPTION

## PARCEL 802

PARENT PARCEL ID#: 21-34-26-00-256

PURPOSE: PUBLIC UTILITY, DRAINAGE, AND RIGHT OF WAY EASEMENT

# EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

**THIS IS NOT A SURVEY**

SEE SURVEYORS NOTE #1






### LEGAL DESCRIPTION: PARCEL 802 (BY SURVEYOR)

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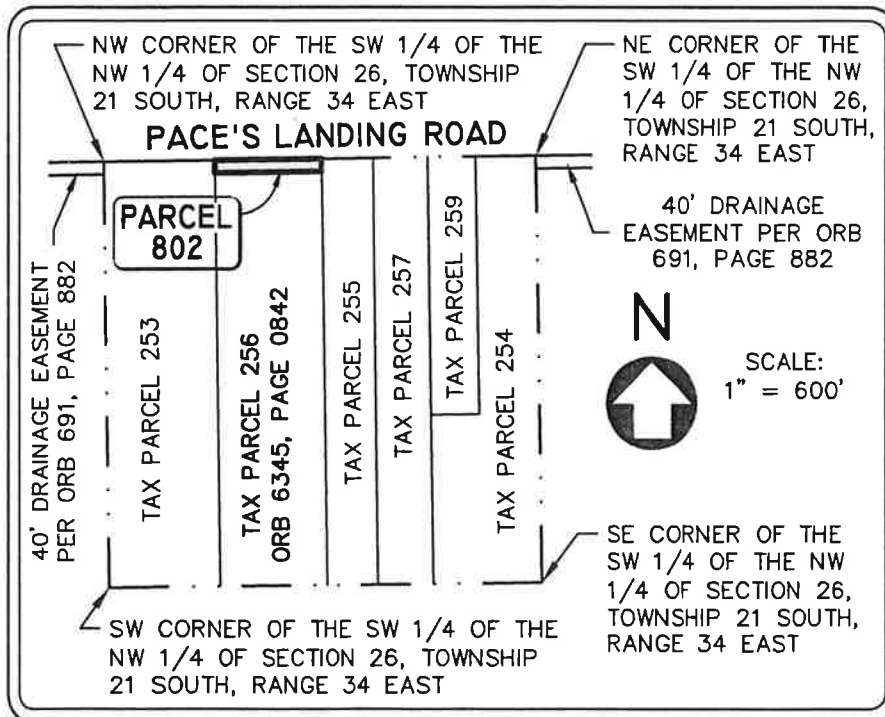
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PROFESSIONAL SURVEYOR & MAPPER  
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DRAWN BY: M. CORNELL

CHECKED BY: M. J. SWEENEY

PROJECT NO. 17-06-058-1

DATE: AUGUST 31, 2017

SHEET: 1 OF 2

REVISIONS

DATE

DESCRIPTION

SECTION 26  
TOWNSHIP 21 SOUTH  
RANGE 34 EAST

# SKETCH OF DESCRIPTION

## PARCEL 802

PARENT PARCEL ID#: 21-34-26-00-256

PURPOSE: PUBLIC UTILITY, DRAINAGE, AND RIGHT OF WAY EASEMENT

### EXHIBIT "A"

SHEET 2 OF 2

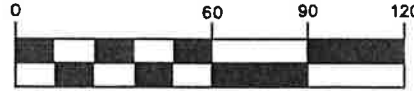
NOT VALID WITHOUT SHEET 1 OF 2

**THIS IS NOT A SURVEY**

SEE SURVEYORS NOTE #1



### GRAPHIC SCALE



( IN FEET )

1 inch = 60 ft.

NW CORNER OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26

NE CORNER OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26

NORTH LINE OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 34 EAST

### PACE'S LANDING ROAD

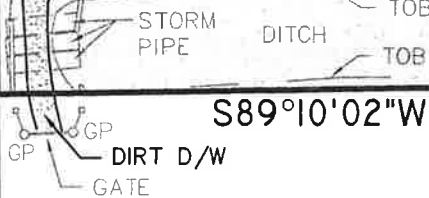
(BASIS OF BEARING)

N89°10'02"E

DIRT ROAD

331.66'

40.00'  
N00°45'53"W



**PARCEL 802**  
(SHADED AREA)

40.00'

S89°10'02"W

331.66'

40.00'  
S00°46'03"E

WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 26

EAST LINE OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 26

TAX PARCEL ID: 21-34-26-00-256

OWNER: N/F MATTHEW J. SHUBERT & WENDY D. SHUBERT

ADDRESS: 5365 PACE'S LANDING ROAD, MIMS FL 32754

ORB 6345, PAGE 0842

SW CORNER OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26

SE CORNER OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26

SOUTH LINE OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 34 EAST

TAX PARCEL ID: 21-34-26-00-253  
OWNER: N/F HARRY R. FIVECOATE  
ADDRESS: NOT ASSIGNED  
ORB 3044, PAGE 2873

TAX PARCEL ID: 21-34-26-00-255  
OWNER: N/F LOUIS FIELDS & VICTORIA FIELDS  
ADDRESS: NOT ASSIGNED  
ORB 5841, PAGE 8828



PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION  
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VERA, FLORIDA 32940  
PHONE: (321) 633-2080

SCALE: 1" = 60'  
PROJECT NO.: 17-06-058-1

SECTION 26  
TOWNSHIP 21 SOUTH  
RANGE 34 EAST

# LEGAL DESCRIPTION

## PARCEL 802

PARENT PARCEL ID#: 21-34-26-00-256

PURPOSE: PUBLIC UTILITY, DRAINAGE, AND RIGHT OF WAY EASEMENT

# EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

**THIS IS NOT A SURVEY**

SEE SURVEYORS NOTE #1






### LEGAL DESCRIPTION: PARCEL 802 (BY SURVEYOR)

A PARCEL OF LAND LOCATED WITHIN SECTION 26, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 40.00 FEET OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA; CONTAINING 13,267 SQUARE FEET (0.30 ACRES), MORE OR LESS.

UNLESS OTHERWISE INDICATED ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, AGREEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD. THE SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS.

### LEGEND

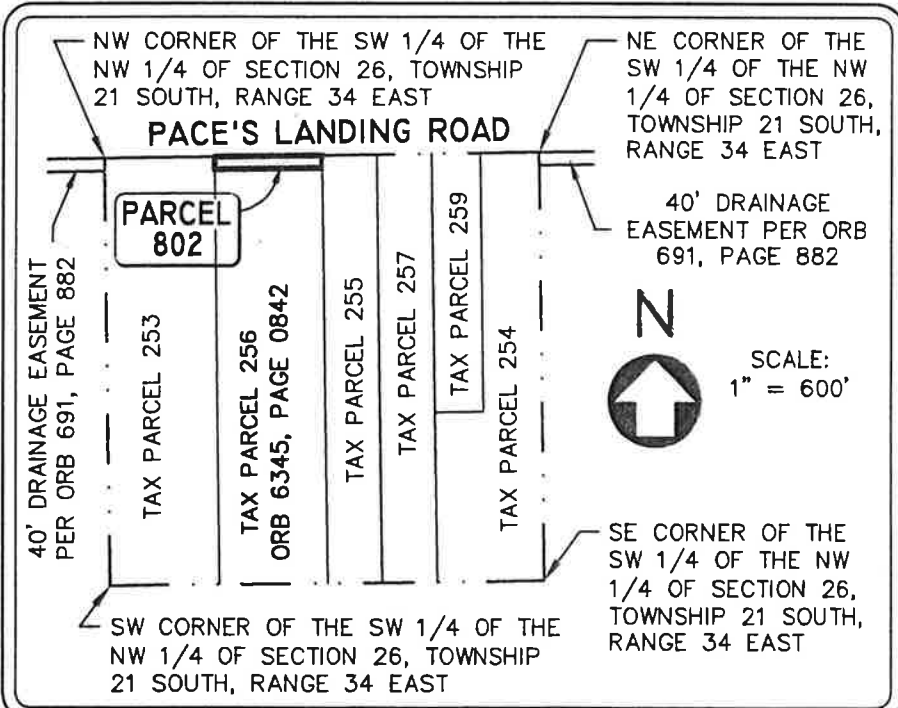
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-  SECTION LINE
-  EXISTING UTILITY EASEMENT LINE
-  DIRT ROAD / DIRT DRIVEWAY
-  DENOTES PUBLIC UTILITY, DRAINAGE, AND RIGHT OF WAY EASEMENT

### SURVEYORS NOTES:

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3. REFERENCE: TITLE REPORT NO. 2101913; EFFECTIVE DATE, 5/11/2017 PREPARED BY CRAIG KARLSON (NEW REVELATIONS, INC.).

### ABBREVIATIONS

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- ID = IDENTIFICATION
- N/F = NOW OR FORMERLY
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PREPARED FOR AND CERTIFIED TO:  
 BREVARD COUNTY BOARD OF  
 COUNTY COMMISSIONERS

*[Signature]*  
 MICHAEL J. SWEENEY, PSM 4870  
 PROFESSIONAL SURVEYOR & MAPPER  
 NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION  
 ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940  
 PHONE: (321) 633-2080



DRAWN BY: M. CORNELL	CHECKED BY: M. J. SWEENEY	PROJECT NO. 17-06-058-1		SECTION 26 TOWNSHIP 21 SOUTH RANGE 34 EAST
DATE: AUGUST 31, 2017	SHEET: 1 OF 2	REVISIONS	DESCRIPTION	

# SKETCH OF DESCRIPTION

## PARCEL 802

PARENT PARCEL ID#: 21-34-26-00-256  
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 RIGHT OF WAY EASEMENT

EXHIBIT "A"

SHEET 2 OF 2

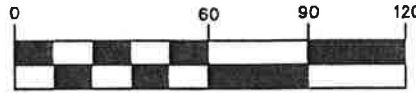
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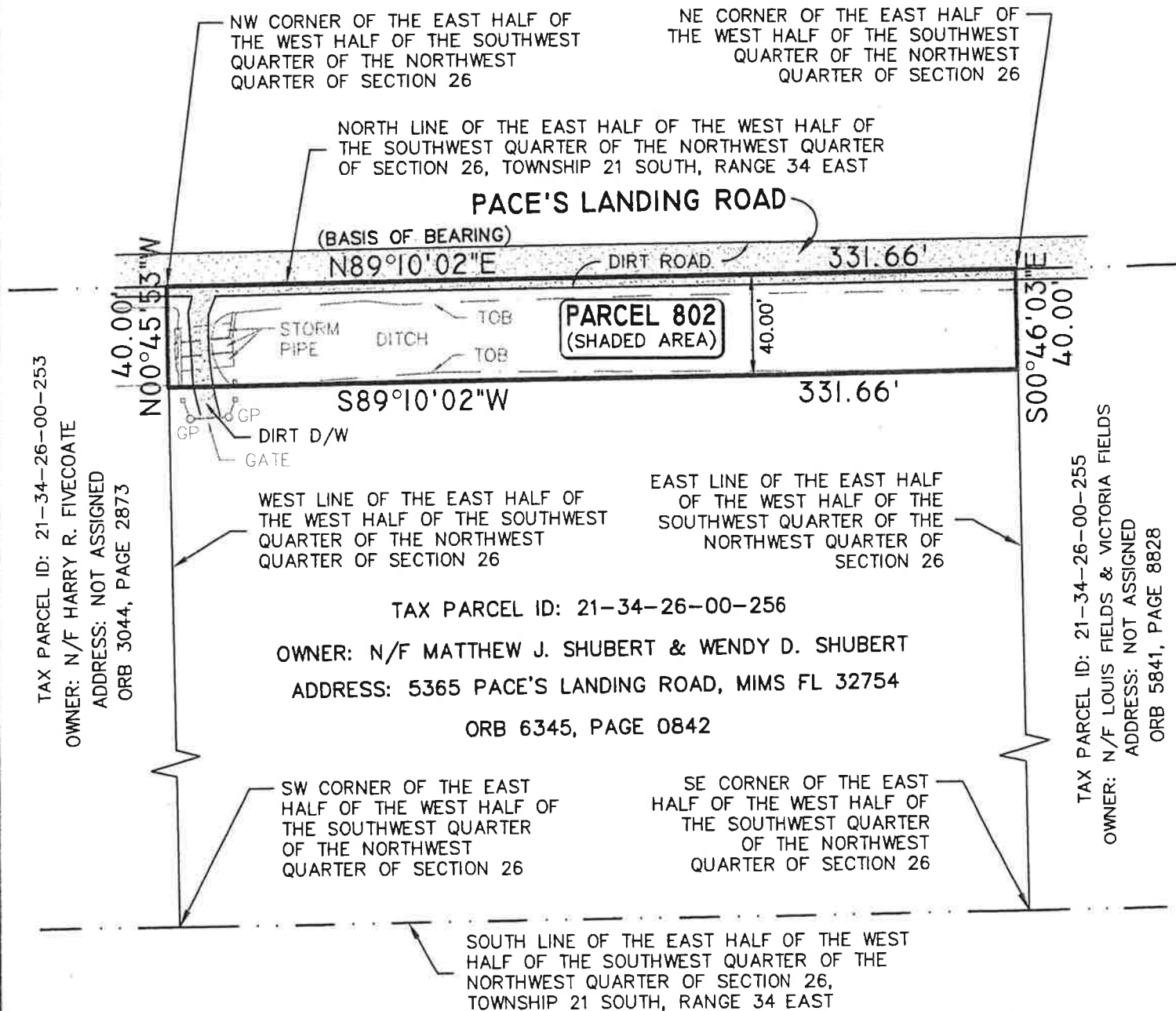
SEE SURVEYORS NOTE #1



### GRAPHIC SCALE



( IN FEET )  
 1 inch = 60 ft.



TAX PARCEL ID: 21-34-26-00-253  
 OWNER: N/F HARRY R. FIVECOATE  
 ADDRESS: NOT ASSIGNED  
 ORB 3044, PAGE 2873

TAX PARCEL ID: 21-34-26-00-255  
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TAX PARCEL ID: 21-34-26-00-256  
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	PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940 PHONE: (321) 633-2080	SCALE: 1" = 60'	SECTION 26 TOWNSHIP 21 SOUTH RANGE 34 EAST
	PROJECT NO.: 17-06-058-1		

CONTRACT FOR PURCHASE OF EASEMENT

Seller: Harry R. Fivecoate

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 page two of this contract.

Purchase price: See Addendum

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 public utility, drainage and right of way 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:

SELLER:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

BY:   
Curt Smith, Chairman

  
Harry R. Fivecoate

Date: 9-6-2017

As approved by the Board Oct 10, 2017

Agenda Item # II.A.13

Form reviewed by the County Attorney's Office

\_\_\_\_\_  
County Attorney

**Addendum**

This addendum is made this 6 day of SEPTEMBER, 2017 and amends the CONTRACT FOR PURCHASE OF EASEMENT between Seller: **Harry R. Fivecoate**, Post Office Box 1014, Mims, FL 32754 and Buyer: **Brevard County, Florida**, 2725 Judge Fran Jamieson Way, Viera, Florida 32940:


For value received, the parties hereto agree as follows:

1. The parties hereby agree and acknowledge that this Contract for Purchase of Easement is in relation to the Pace's Landing Road Culvert Replacement Project.
2. The Buyer shall provide consideration for the easement by replacing the existing culverts with 2 (two) 60 inch (sixty) concrete culverts with sandbag headwalls at an expense of approximately \$46,228.00.
3. Seller agrees to pay the sum of \$5,000.00 to Buyer and to grant unto Buyer a 40' public utility, drainage and right of way easement.
4. Seller further agrees that upon completion of the project, Seller shall assume any and all liability, full ownership and maintenance of the culverts.
5. All other terms and conditions of the contract for purchase of easement rights between the parties shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

By:   
Curt Smith, Chairman

SELLER

 Date 9-6-2017  
Harry R. Fivecoate

As approved by the Board on Oct 1, 2017  
Agenda Item # II.A.13

Reviewed for legal form and content:  
\_\_\_\_\_, County Attorney

ATTEST   
SCOTT ELLIS, CLERK

## 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.

**PUBLIC UTILITY, DRAINAGE AND ROAD RIGHT OF WAY EASEMENT**

**THIS INDENTURE**, made this \_\_\_\_ day of July, A.D. 2017, between **HARRY R. FIVECOATE**, a single man, 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 constructing and maintaining public utilities, drainage, road right of way, 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 26, Township 21 South, Range 34 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:

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
**HARRY R. FIVECOATE**

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print Name)

**STATE OF FLORIDA**  
**COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Harry R. Fivecoate, who is/is not personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal at Melbourne, Florida, the County of Brevard, State of Florida, this \_\_\_\_ day of \_\_\_\_\_, 2017.

Notary Public \_\_\_\_\_  
Print Name \_\_\_\_\_  
Commission No. \_\_\_\_\_  
Commission Expires \_\_\_\_\_

Agenda Item # \_\_\_\_\_  
Board Meeting Date \_\_\_\_\_

# LEGAL DESCRIPTION

## PARCEL 801

PARENT PARCEL ID#: 21-34-26-00-253

PURPOSE: PUBLIC UTILITY, DRAINAGE, AND RIGHT OF WAY EASEMENT

# EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

**THIS IS NOT A SURVEY**

SEE SURVEYORS NOTE #1






### LEGAL DESCRIPTION: PARCEL 801 (BY SURVEYOR)

A PARCEL OF LAND LOCATED WITHIN SECTION 26, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 40.00 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA; CONTAINING 13,267 SQUARE FEET (0.30 ACRES), MORE OR LESS.

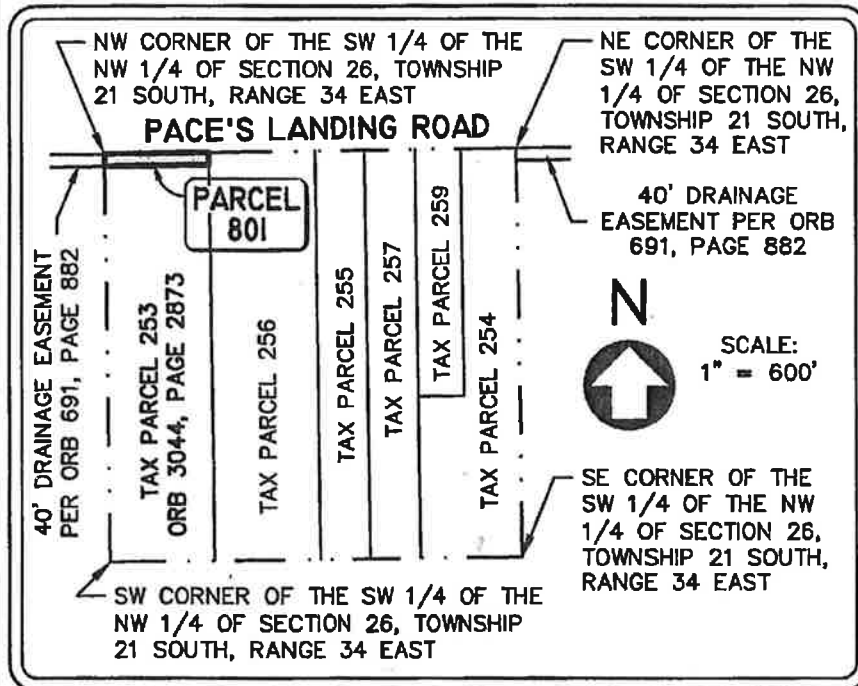
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### LEGEND

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-  SECTION LINE
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-  DIRT ROAD / DIRT DRIVEWAY
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PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

*Michael J. Sweeney*  
 MICHAEL J. SWEENEY, PSM 4870-  
 PROFESSIONAL SURVEYOR & MAPPER  
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PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION  
 ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940  
 PHONE: (321) 633-2080



DRAWN BY: M. CORNELL	CHECKED BY: M. J. SWEENEY	PROJECT NO. 17-06-058-1			SECTION 26 TOWNSHIP 21 SOUTH RANGE 34 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: AUGUST 31, 2017	SHEET: 1 OF 2				

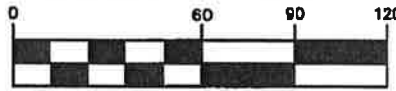
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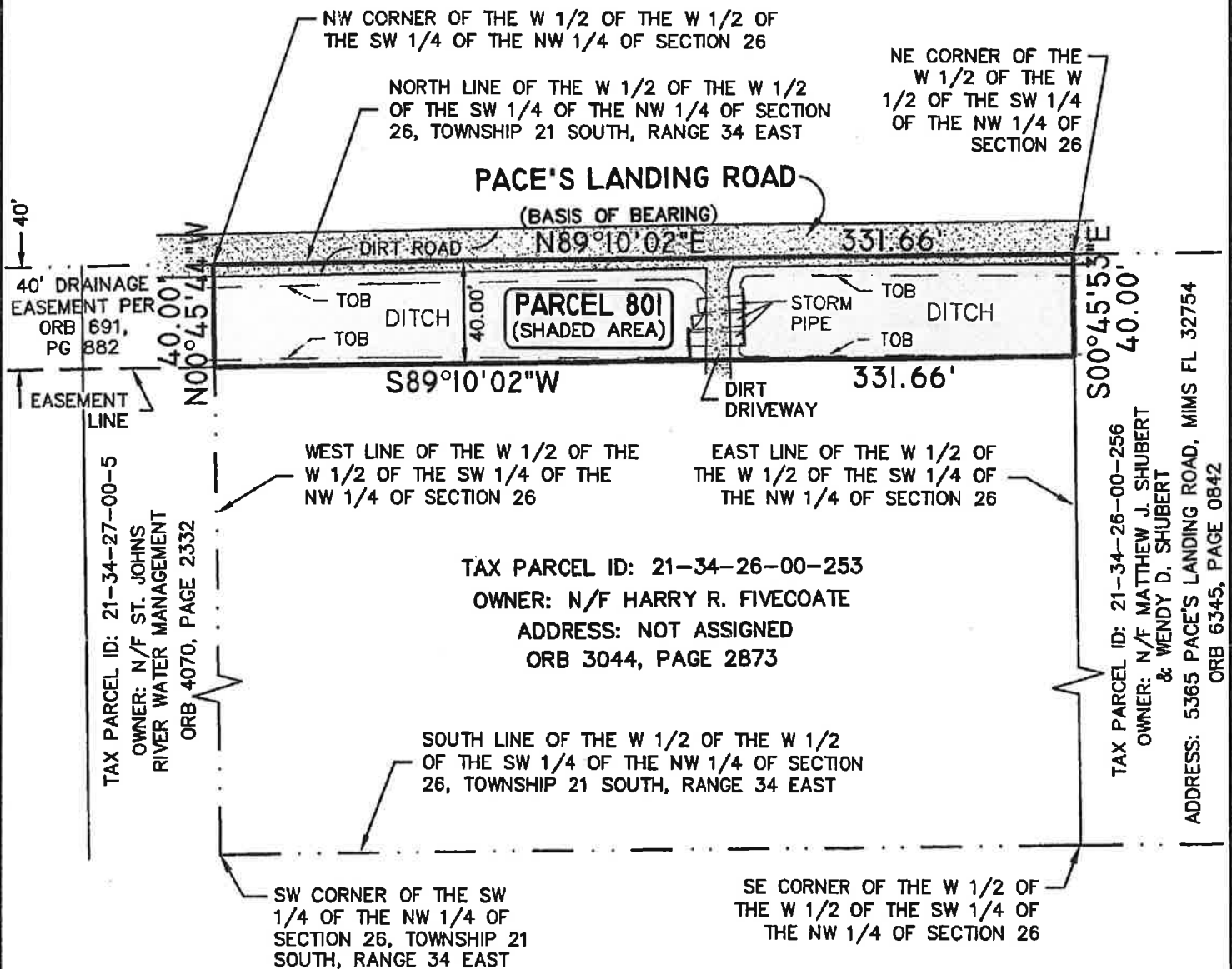
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## GRAPHIC SCALE



( IN FEET )  
1 inch = 60 ft.



PREPARED BY: BREVARD COUNTY PUBLIC WORKS  
SURVEYING AND MAPPING DIVISION  
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,  
VIERA, FLORIDA 32940  
PHONE: (321) 633-2080

SCALE:  
1" = 60'  
PROJECT NO.:  
17-06-058-1

SECTION 26  
TOWNSHIP 21 SOUTH  
RANGE 34 EAST

# LEGAL DESCRIPTION

## PARCEL 801

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PURPOSE: PUBLIC UTILITY, DRAINAGE, AND RIGHT OF WAY EASEMENT

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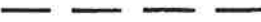


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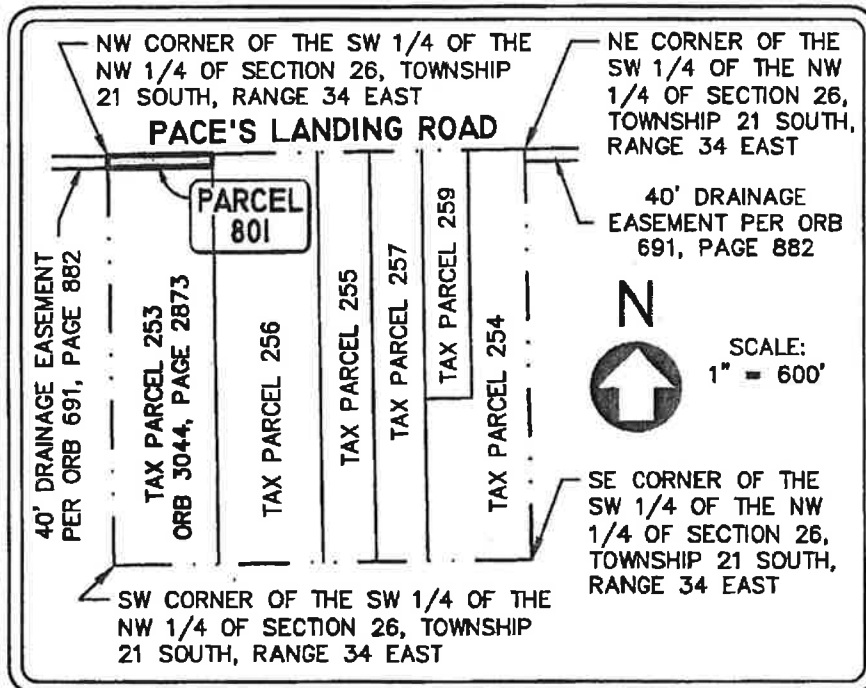
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DRAWN BY: M. CORNELL

CHECKED BY: M. J. SWEENEY

PROJECT NO. 17-06-058-1

SECTION 26  
 TOWNSHIP 21 SOUTH  
 RANGE 34 EAST

DATE: AUGUST 31, 2017

SHEET: 1 OF 2

REVISIONS

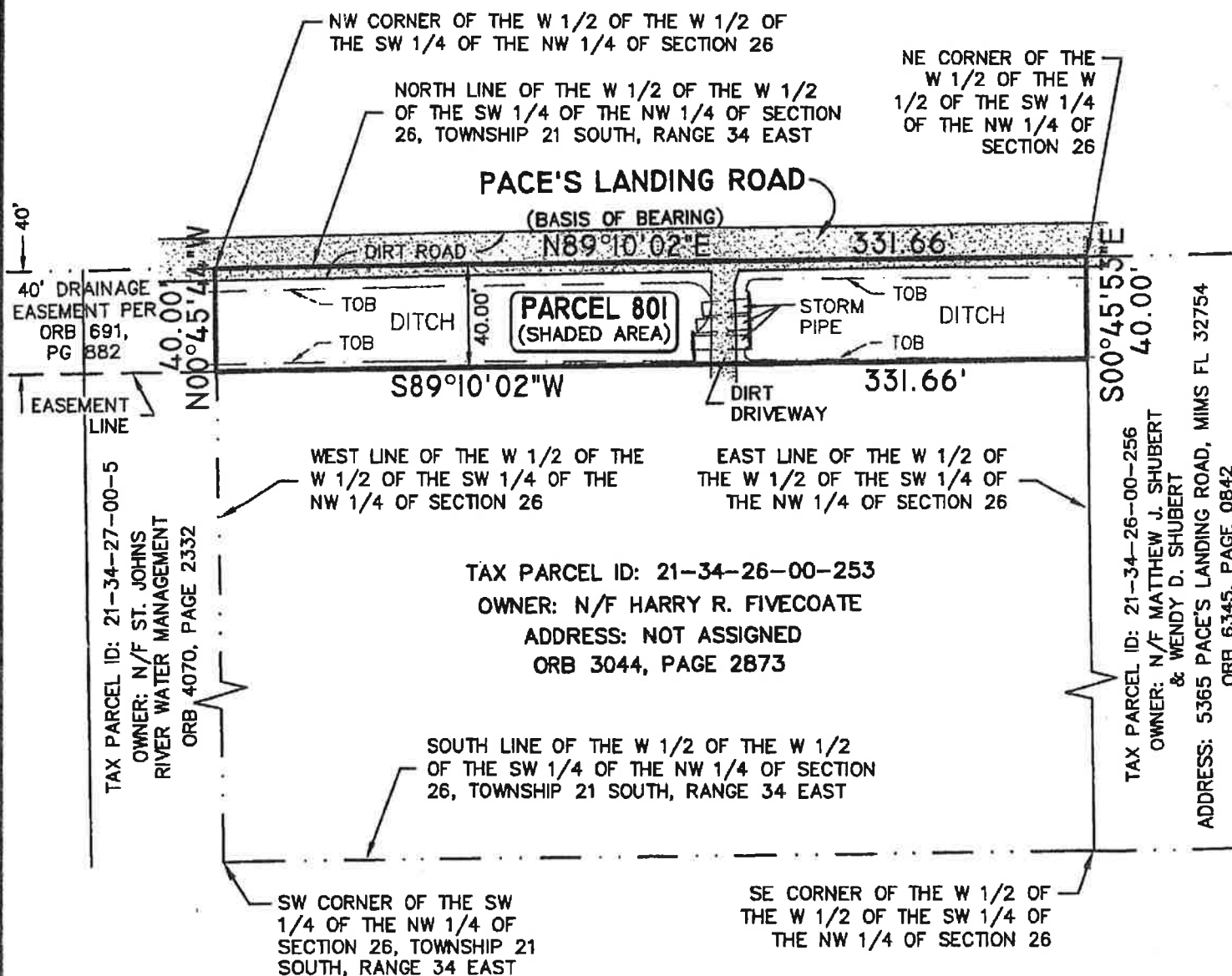
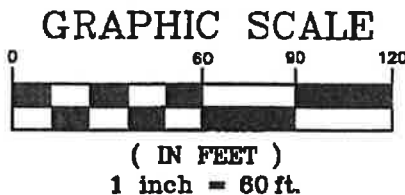
DATE

DESCRIPTION

# SKETCH OF DESCRIPTION PARCEL 801

PARENT PARCEL ID#: 21-34-26-00-253  
PURPOSE: PUBLIC UTILITY, DRAINAGE,  
AND RIGHT OF WAY EASEMENT

**EXHIBIT "A"**  
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PHONE: (321) 633-2080

SCALE:  
1" = 60'  
PROJECT NO.:  
17-06-058-1

SECTION 26  
TOWNSHIP 21 SOUTH  
RANGE 34 EAST

CONTRACT FOR PURCHASE OF EASEMENT

Seller: Linda Sarkarati

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 page two of this contract.

Purchase price: See Addendum

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 public utility, drainage and right of way 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:

SELLER:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

BY:   
Curt Smith, Chairman

  
Linda Sarkarati

Date: 9/29/17

As approved by the Board Oct 10, 2017

Agenda Item # II.A.13

Form reviewed by the County Attorney's Office

\_\_\_\_\_  
County Attorney

**Addendum**

This addendum is made this 29 day of September, 2017 and amends the CONTRACT FOR PURCHASE OF EASEMENT between **Seller: Linda Sarkarati**, 1767 Croghan Drive, Melbourne, FL 32940, **Buyer: Brevard County, Florida**, 2725 Judge Fran Jamieson Way, Viera, Florida 32940:

For value received, the parties hereto agree as follows:

1. The parties hereby agree and acknowledge that this Contract for Purchase of Easement is in relation to the Pace's Landing Road Culvert Replacement Project.
2. The Buyer shall provide consideration for the easement by replacing the existing culverts with 2 (two) 60 inch (sixty) concrete culverts with sandbag headwalls at an expense of approximately \$46,228.00.
3. Seller agrees to pay the sum of \$2,500.00 to Buyer and to grant unto Buyer a 40' public utility, drainage and right of way easement.
4. Seller further agrees that upon completion of the project, Seller shall assume any and all liability, full ownership and maintenance of the culverts.
5. All other terms and conditions of the contract for purchase of easement rights between the parties shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

By: 

Curt Smith, Chairman

SELLER

  
Linda Sarkarati

Date 9/29/17

As Approved by the Board on Oct 10, 2017  
Agenda Item # II.A.13

Reviewed for legal form and content:

\_\_\_\_\_, County Attorney

ATTEST: 

SCOTT ELLIS, CLERK

## 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.

A handwritten signature in black ink, appearing to be the initials 'JS' with a stylized flourish.

**PUBLIC UTILITY, DRAINAGE AND ROAD RIGHT OF WAY EASEMENT**

**THIS INDENTURE**, made this 29 day of July, A.D. 2017, between **LINDA SARKARATI**, a married woman, 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 constructing and maintaining public utilities, drainage, road right of way, 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 26, Township 21 South, Range 34 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:

Blaise M. Mancini

Witness

Blaise M. Mancini  
(Print Name)

[Signature]

Witness

Lucy Hamelers  
(Print Name)


**LINDA SARKARATI**

[Signature]

**STATE OF FLORIDA**  
**COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this 29 day of Sept, 2017, by Linda Sarkarati, who is/is not personally known to me or who has produced Driver's License identification and who did/did not take an oath.

WITNESS my hand and official seal at Melbourne, Florida, the County of Brevard, State of Florida, this 29 day of Sept, 2017.

Notary Public   
Print Name Lucy Hamelers  
Commission No. FF 194343  
Commission Expires 02/24/2019  
State of Florida

Agenda Item # \_\_\_\_\_  
Board Meeting Date \_\_\_\_\_

# LEGAL DESCRIPTION

## PARCEL 806

PARENT PARCEL ID#: 21-34-26-00-254

PURPOSE: PUBLIC UTILITY, DRAINAGE, AND RIGHT OF WAY EASEMENT

# EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

**THIS IS NOT A SURVEY**

SEE SURVEYORS NOTE #1






### LEGAL DESCRIPTION: PARCEL 806 (BY SURVEYOR)

A PARCEL OF LAND LOCATED WITHIN SECTION 26, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 40.00 FEET OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA; LESS AND EXCEPT THE WEST 150 FEET. CONTAINING 7,270 SQUARE FEET (0.17 ACRES), MORE OR LESS.

UNLESS OTHERWISE INDICATED ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, AGREEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD. THE SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS.

### LEGEND

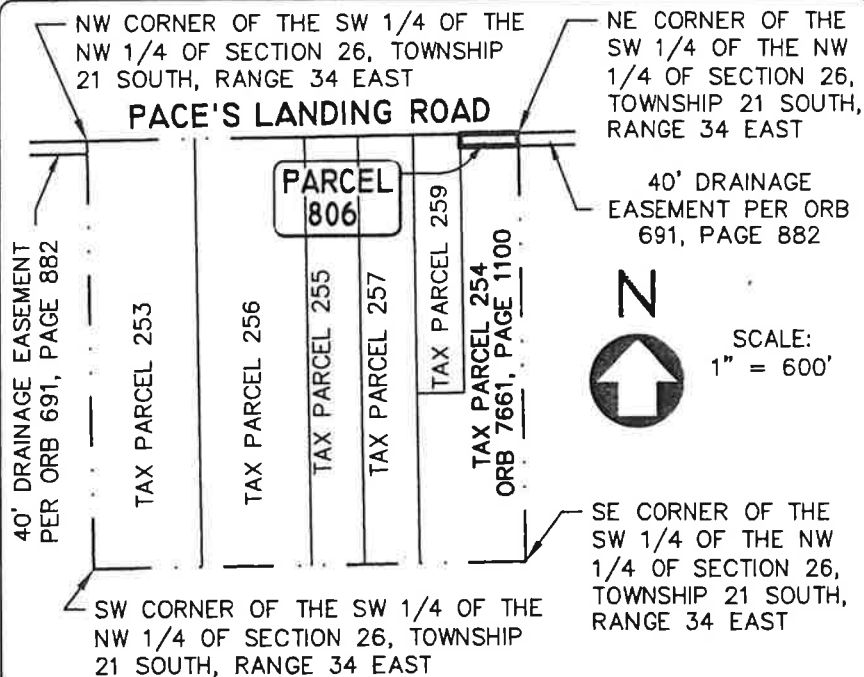
	PUBLIC UTILITY, DRAINAGE, AND RIGHT OF WAY EASEMENT LINE
	SECTION LINE
	EXISTING UTILITY EASEMENT LINE
	DIRT ROAD / DIRT DRIVEWAY
	DENOTES PUBLIC UTILITY, DRAINAGE, AND RIGHT OF WAY EASEMENT

### SURVEYORS NOTES:

1. THIS SKETCH IS NOT A SURVEY OF ANY TYPE BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE 0901, NORTH AMERICAN DATUM OF 1983 AND READJUSTED IN 2011(NAD83(2011)), REFERENCED TO THE NORTH LINE OF THE S 1/2 OF THE NW 1/4 OF SAID SECTION 26, AS BEING NORTH 89° 10' 02" EAST.
3. REFERENCE: TITLE REPORT NO. 17-1344; EFFECTIVE DATE, 5/31/2017 PREPARED BY CRAIG KARLSON (NEW REVELATIONS, INC.).

### ABBREVIATIONS

GP	= GATE POST
ID	= IDENTIFICATION
N/F	= NOW OR FORMERLY
ORB	= OFFICIAL RECORDS BOOK
PB	= PLAT BOOK
PG	= PAGE
TOB	= TOP OF BANK



PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION  
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940  
PHONE: (321) 633-2080



DRAWN BY: M. CORNELL	CHECKED BY: M. J. SWEENEY	PROJECT NO. 17-06-058-1	SECTION 26 TOWNSHIP 21 SOUTH RANGE 34 EAST
DATE: AUGUST 31, 2017	SHEET: 1 OF 2	REVISIONS	
		DATE	DESCRIPTION

# SKETCH OF DESCRIPTION

## PARCEL 806

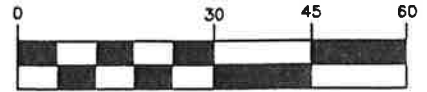
PARENT PARCEL ID#: 21-34-26-00-254  
 PURPOSE: PUBLIC UTILITY, DRAINAGE, AND  
 RIGHT OF WAY EASEMENT

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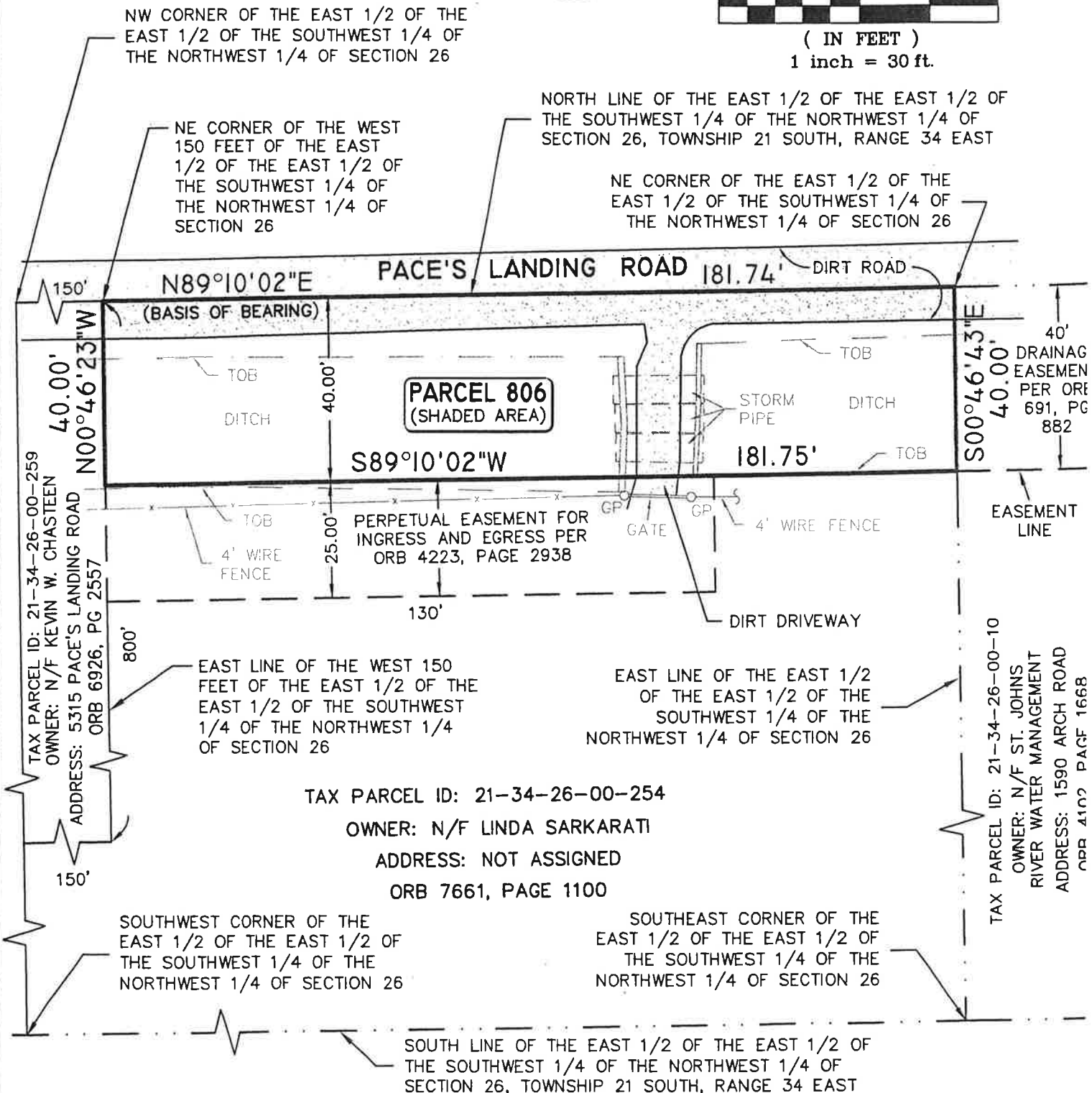
SHEET 2 OF 2  
 NOT VALID WITHOUT SHEET 1 OF 2  
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 SEE SURVEYORS NOTE #1



### GRAPHIC SCALE



( IN FEET )  
 1 inch = 30 ft.



	PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VERA, FLORIDA 32940 PHONE: (321) 633-2080	SCALE: 1" = 30' PROJECT NO.: 17-06-058-1	SECTION 26 TOWNSHIP 21 SOUTH RANGE 34 EAST

# LEGAL DESCRIPTION

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PARENT PARCEL ID#: 21-34-26-00-254

PURPOSE: PUBLIC UTILITY, DRAINAGE, AND RIGHT OF WAY EASEMENT

EXHIBIT "A"

SHEET 1 OF 2

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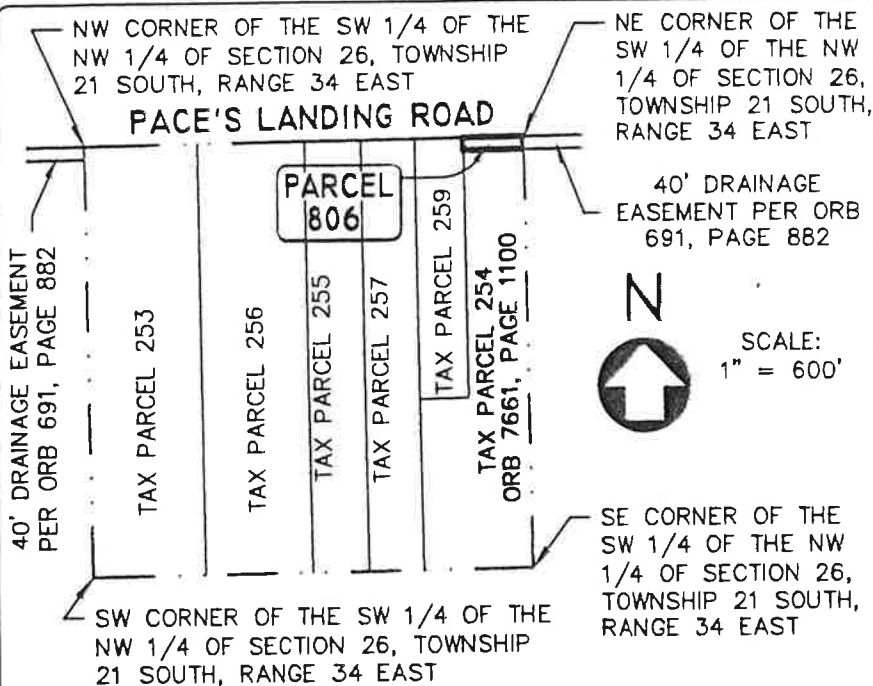
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MICHAEL J. SWEENEY, PSM 4870  
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DRAWN BY: M. CORNELL	CHECKED BY: M. J. SWEENEY	PROJECT NO. 17-06-058-1		SECTION 26 TOWNSHIP 21 SOUT RANGE 34 EAST
		REVISIONS	DATE	
DATE: AUGUST 31, 2017	SHEET: 1 OF 2			

# SKETCH OF DESCRIPTION

## PARCEL 806

PARENT PARCEL ID#: 21-34-26-00-254  
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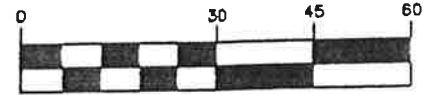
SHEET 2 OF 2  
 NOT VALID WITHOUT SHEET 1

**THIS IS NOT A SURV**

SEE SURVEYORS NOTE #



### GRAPHIC SCALE



( IN FEET )

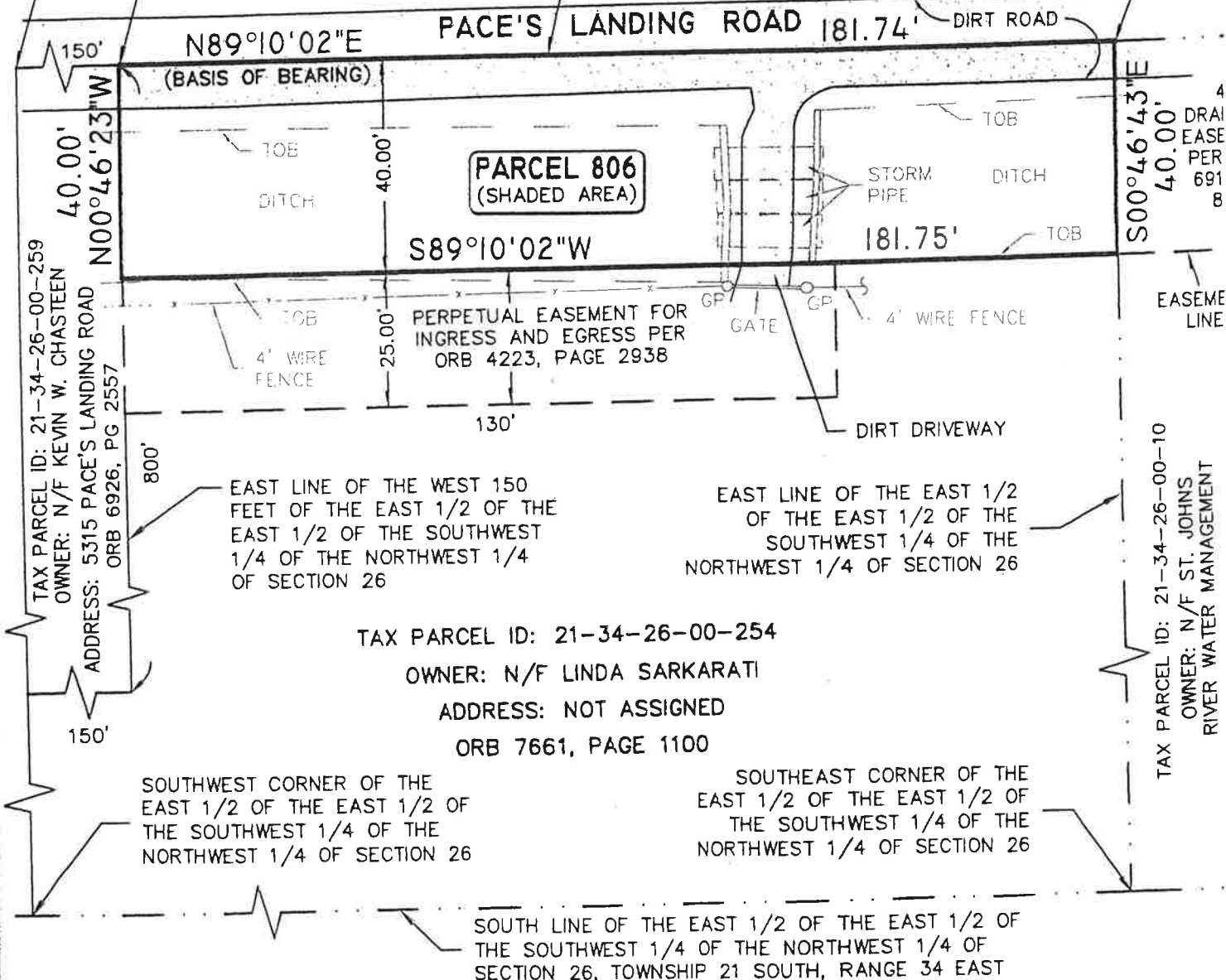
1 inch = 30 ft.

NW CORNER OF THE EAST 1/2 OF THE  
 EAST 1/2 OF THE SOUTHWEST 1/4 OF  
 THE NORTHWEST 1/4 OF SECTION 26

NORTH LINE OF THE EAST 1/2 OF THE EAST 1/2 OF  
 THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF  
 SECTION 26, TOWNSHIP 21 SOUTH, RANGE 34 EAST

NE CORNER OF THE WEST  
 150 FEET OF THE EAST  
 1/2 OF THE EAST 1/2 OF  
 THE SOUTHWEST 1/4 OF  
 THE NORTHWEST 1/4 OF  
 SECTION 26

NE CORNER OF THE EAST 1/2 OF THE  
 EAST 1/2 OF THE SOUTHWEST 1/4 OF  
 THE NORTHWEST 1/4 OF SECTION 26



TAX PARCEL ID: 21-34-26-00-259  
 OWNER: N/F KEVIN W. CHASTEEN  
 ADDRESS: 5315 PACE'S LANDING ROAD  
 ORB 6926, PG 2557

TAX PARCEL ID: 21-34-26-00-254  
 OWNER: N/F LINDA SARKARATI  
 ADDRESS: NOT ASSIGNED  
 ORB 7661, PAGE 1100

TAX PARCEL ID: 21-34-26-00-10  
 OWNER: N/F ST. JOHNS  
 RIVER WATER MANAGEMENT



PREPARED BY: BREVARD COUNTY PUBLIC WORKS  
 SURVEYING AND MAPPING DIVISION  
 ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,  
 VIERA, FLORIDA 32940  
 PHONE: (321) 633-2080

SCALE: 1" = 30'  
 PROJECT NO.: 17-06-058-1

SECTION 26  
 TOWNSHIP 21 SOU  
 RANGE 34 EAST

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# LOCATION MAP

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SEC: 26 TWP: 21 RNG: 34 DISTRICT: 1

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STREET NAME: Pace's Landing Road

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OWNER'S NAME: Multiple

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