



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.6.

2/6/2024

### Subject:

Approval, Re: Contract for Sale and Purchase from Bluewater Pointe, LLC for the Save Our Indian River Lagoon (SOIRL) Zone C Septic to Sewer Conversion Project - District 2.

### Fiscal Impact:

FY 2023/2024 \$15,800.00 - Save Our Indian River Lagoon Trust Fund 1260/271010/5610000/519003

### Dept/Office:

Public Works Department / Land Acquisition / Natural Resources Management Department / Utility Services Department

### Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chair to 1) execute the attached Contract for Sale and Purchase and, 2) authorize the Chair to execute all required closing documents related to the Contract.

### Summary Explanation and Background:

The subject property is located in Section 30, Township 24 South, Range 37 East, north of US Highway 520 east of North Banana River Drive in Merritt Island.

The Natural Resources Management Department, in conjunction with the Utility Services Department, is undertaking a project known as the Merritt Island Zone C Septic to Sewer Conversion Project, to help improve water quality in the Indian River Lagoon. The project will include construction of a sanitary sewer lift station and force main for the purpose of septic to sewer conversion for 43 septic systems that contribute approximately 1419 pounds a year of excess nitrogen loading to the lagoon by discharging to groundwater that migrates to the Banana River.

The Bluewater Point, LLC parcel is located within Merritt Island Zone C septic to sewer project, which is included in the Save Our Indian River Lagoon Project Plan, as approved by the Board of County Commissioners. The Plan identifies specific, highest priority, septic system removal and upgrade projects as key components to restoring health to the lagoon.

The User Department approves this request.

This acquisition follows the policies and procedures as set forth in Administrative Order 37.

### Clerk to the Board Instructions:

Upon the execution by the Chair, Public Works Department will contact the Clerk's office to make

arrangements to pick up the original executed Contract for Sale and Purchase.



February 7, 2024

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

**TO:** Marc Bernath, Public Works Director    Attn: Lisa Kruse

**RE:** Item F.6., Approval of Contract for Sale and Purchase from Bluewater Pointe, LLC for the Save Our Indian River Lagoon (SOIRL) Zone C Septic to Sewer Conversion Project

The Board of County Commissioners, in regular session on February 6, 2024, approved and executed the Contract for Sale and Purchase from Bluewater Pointe, LLC for the SOIRL Zone C Septic to Sewer Conversion Project; and authorized the Chair to execute all required closing documents related to the Contract. Enclosed is the fully-executed Contract for Sale and Purchase.

Your continued cooperation is always appreciated.

Sincerely,

**BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK**

*for:*   
Kimberly Powell, Clerk to the Board

/ds

Encl. (1)

**cc:**    Natural Resources Management  
         Utility Services  
         Finance  
         Budget

## BOARD OF COUNTY COMMISSIONERS

### AGENDA REVIEW SHEET

AGENDA: Contract for Sale and Purchase from Bluewater Pointe, LLC for the Save Our Indian River Lagoon (SOIRL) Zone C Septic to Sewer Conversion Project – District 2

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lisa J. Kruse, Land Acquisition Specialist

CONTACT PHONE: 321-350-8353

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor	<u>PM</u>	<u>                    </u>	<u>1-18-24</u>
COUNTY ATTORNEY Alex Esseeesse Deputy County Attorney	<u>AE</u>	<u>                    </u>	<u>1/22/24</u>

**CONTRACT FOR SALE AND PURCHASE**  
**FEE SIMPLE OWNERSHIP (WARRANTY DEED) AND EASEMENT**  
**Portion of Parcel Identification Number 24-37-30-00-6**

**SELLER:** Bluewater Pointe, LLC, a Florida limited liability company  
100 North Orlando Avenue, #102, Cocoa Beach, Florida 32932

**BUYER:** Brevard County, a political subdivision of the State of Florida  
2725 Judge Fran Jamieson Way, Viera, Florida 32940

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

**Terms:** SELLER agrees to sell, and BUYER agrees to purchase, the following Property Interests: fee simple ownership by warranty deed for the property identified and described in Exhibit "A" and easement rights for the property identified and described in Exhibit "B." Both purchases are contingent upon the other and shall be completed in accordance with the terms and conditions outlined herein, including Attachment 1 Standards for Real Estate Transactions, which are attached hereto and incorporated herein by this reference.

**Purchase price:** Fee Simple parcel - \$8,100.00 (Eight Thousand One Hundred Dollars and No/100)  
Easement parcel - \$7,700.00 (Seven Thousand Seven Hundred Dollars and No/100)

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

**Time for acceptance of offer; effective date; facsimile:** If this offer is not executed by and delivered to all parties on or before February 6, 2024, the deposit(s) will, at BUYER's option, be returned and this offer withdrawn. The date of Contract ("Effective Date") will be the date when the last one of the BUYER and SELLER has signed this offer. A facsimile copy of this Contract and any signatures hereon in counterparts shall be considered for all purposes as originals.

**Title evidence:** At least 20 days before closing date, ☐ SELLER shall, at SELLER's expense, deliver to BUYER or BUYER's attorney or ☒ BUYER shall at BUYER's expense obtain ☒ a title search and/or ☒ title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

**Closing Date:** This transaction shall be closed and the deed and easement, and other necessary closing documents, delivered on or before April 8, 2024, unless modified in writing by the parties.

**Warranties:** The following warranties are made based on the receipt of good and valuable consideration, the sufficiency of which is hereby acknowledged, and shall survive closing.

- a. SELLER warrants that there are no parties in occupancy other than SELLER.
- b. SELLER warrants there is no hazardous waste or other environmental contamination located in or upon the property being acquired by the BUYER. SELLER shall indemnify and defend BUYER from any and all claims or expenses resulting from hazardous waste or environmental contamination located in or upon the property provided such waste or contamination was not placed on the property by the BUYER.
- c. SELLER warrants that he/she has no knowledge of any fact or restriction which would prevent use of the property, including, but not limited to, the following purposes: Public Utility Easement and Lift Station purposes.
- d. SELLER hereby represents and warrants to BUYER that SELLER has not engaged or dealt with any agent, broker or finder, in regard to this Contract or to the sale and purchase of the property

contemplated hereby. SELLER hereby acknowledges and covenants that SELLER is solely responsible for any and all commissions due arising out of or connected within the sale or transfer of the property. SELLER hereby indemnifies BUYER and agrees to hold BUYER 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 BUYER 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 Contract or to the sale and purchase of the property contemplated hereby.

**Inspections:** The BUYER shall have 60 days after the Brevard County Board of County Commissioners executes this Contract within which to complete physical inspection and evaluation of the property for environmental, hazardous materials, developability, access, drainage and subsurface conditions. In the event a Phase I environmental assessment meeting ASTM standards is prepared and environmental issues objectionable to BUYER are detected, SELLER shall 1) take all steps necessary to remove BUYER'S objections prior to the expiration of the 60 day inspection period, if possible, or 2) if acceptable to BUYER, SELLER shall allow an additional 90 days to provide adequate time to conduct a Phase II assessment meeting ASTM standards. If the Phase I assessment reveals contamination this Contract may be terminated by BUYER and BUYER may decline to allow SELLER to clean up or to proceed to a Phase II assessment. Likewise, if the Phase II assessment reveals contamination objectionable to BUYER, BUYER may terminate this Contract. Alternatively, BUYER may grant SELLER an additional 90 days to clean up the site after the Phase II assessment, but BUYER is not required to do so. SELLER shall allow the BUYER, or its agents, reasonable right of entry upon the property for inspection purposes. Before the expiration of the initial 60-day inspection period, or the additional 90-day extension for a Phase II assessment, BUYER shall have the right to terminate this Contract with a full refund of any deposits, should the results of the inspection indicate the property cannot be used for its intended purpose(s) or that mitigation of conditions would be required. If clean up after a Phase II assessment is attempted but unacceptable to BUYER, the BUYER shall receive a full refund of its deposit. In any case, the BUYER shall not be liable to any damages to SELLER.

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

SELLER shall comply with Section 196.295, Florida Statutes.

SELLER hereby agrees to provide the necessary information and execute any necessary documents to effectuate the above-referenced transfer(s), including, but not limited to, a beneficial interest and disclosure affidavit as required by Section 286.23, Florida Statutes.

**Special Clauses:** ☐ See attached addendum ☒ NOT APPLICABLE

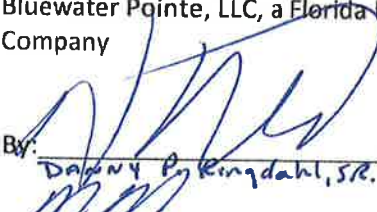
BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

SELLER

 Date \_\_\_\_\_  
Jason Steele, Chair

Bluewater Pointe, LLC, a Florida limited liability  
Company

Agenda Item # F.6. FEB 06 2024  
As approved by the Board \_\_\_\_\_

By:  Date 1-18-24  
Doreen P. Ringdahl, SR.

## Attachment 1

### STANDARDS FOR REAL ESTATE TRANSACTIONS

- A. EVIDENCE OF TITLE:** A title insurance commitment will be issued by a Florida licensed title insurer agreeing to issue to BUYER, upon recording of the deed to BUYER, an owner's policy of title insurance in the amount of the purchase price insuring BUYER's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by SELLER at or before closing. SELLER shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. BUYER shall have 10 days from date of receiving evidence of title to examine it. If title is found defective, BUYER shall within 5 days thereafter, notify SELLER in writing specifying defect(s). If the defect(s) render title unmarketable, SELLER will have 30 days from receipt of notice to remove the defects, failing which BUYER shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to SELLER either: (1) extending the time for a reasonable period not to exceed 120 days within which SELLER shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall immediately be returned to BUYER. If BUYER fails to so notify SELLER, BUYER shall be deemed to have accepted the title as it then is. SELLER shall, if title is found unmarketable, use diligent effort to correct defect(s) in the title within the timeframe provided. If SELLER is unable to remove the defect(s) within such timeframe, BUYER shall either waive the defects or receive a refund of deposit(s), thereby releasing BUYER and SELLER from all further obligations under this Contract
- B. SURVEY:** BUYER, at BUYER's expense, within time allowed to deliver evidence of title and to examine same may have the Real Property surveyed and certified by a registered Florida surveyor. If the survey shows any encroachment upon the Real Property or that improvements located on the Real Property encroach on setback lines, easements, lands of others or violate any restrictions, covenants or any applicable governmental regulation(s), the same shall constitute a title defect.
- C. INGRESS AND EGRESS:** SELLER warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in the Warranties section of the Contract.
- D. LIENS:** SELLER shall furnish to BUYER at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to SELLER and further attesting that there have been no improvements or repairs to the Real Property for 90 days immediately preceding date of closing. If the Real Property has been improved or repaired within that time, SELLER shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to SELLER's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at closing of this Contract.
- E. TIME PERIOD:** Time is of the essence in this Contract.
- F. DOCUMENTS FOR CLOSING:** SELLER shall furnish the deed, easement, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments, as applicable. BUYER shall furnish closing statement.
- G. EXPENSES:** Documentary stamps on the deed, if required, and recording of corrective instruments shall be paid by SELLER. BUYER will pay for the cost of recording the deed.
- H. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of the Real Property shall be prorated through day before closing. BUYER shall have the option of taking over any existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations. Prorations will be made through day prior to occupancy if occupancy occurs before closing. Advance rent and security deposits will be credited to BUYER and escrow deposits held by mortgagee will be credited to SELLER. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other

exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either BUYER or SELLER, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.

**I. SPECIAL ASSESSMENT LIENS:** Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by SELLER. Pending liens as of date of closing shall be assumed by BUYER. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and SELLER shall, at closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.

**J. PROCEEDS OF SALE; CLOSING PROCEDURE:** The deed and easement shall be recorded upon clearance of funds. If abstract of title has been furnished, evidence of title shall be continued at BUYER's expense to show title in BUYER, without any encumbrances or change which would render SELLER's title unmarketable from the date of the last evidence. Proceeds of the sale shall be held in escrow by SELLER's attorney or by another mutually acceptable escrow agent for a period of not more than 5 days after closing date. If SELLER's title is rendered unmarketable through no fault of BUYER, BUYER shall, within the 5-day period, notify SELLER in writing of the defect and SELLER shall have 30 days from date of receipt of such notification to cure the defect. If SELLER fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by BUYER and within 5 days after demand, be returned to BUYER and, simultaneously with such repayment, BUYER shall return any personal property, vacate the Real Property and re-convey the Real Property to SELLER by County deed and bill of sale, as necessary. If BUYER fails to make timely demand for refund, BUYER shall take title as is, waiving all rights against SELLER as to any intervening defect except as may be available to BUYER by virtue of warranties contained in the deed, this Contract for Sale and Purchase, or bill of sale. The escrow and closing procedure required by this Standard shall be waived if title agent insures adverse matters pursuant to Section 627.7841, Florida Statutes, as may be amended.

**K. FAILURE OF PERFORMANCE:** If BUYER fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by BUYER and deposit(s) agreed to be paid, may be retained by or for the account of SELLER as agreed upon as damages of any kind, consideration for the execution of this Contract, and in full and complete settlement of any claims by SELLER; whereupon, BUYER and SELLER shall be relieved of all obligations under this Contract. In the alternative, 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.** Any cause of action to enforce or interpret this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida.

**L. CONVEYANCE:** SELLER shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of SELLER. Personal Property shall, at request of BUYER, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein. Any easement deed shall also be transferred subject only to such matters as may be otherwise provided for herein.

**M. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon BUYER or SELLER unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties hereto.



**N. WARRANTY:** SELLER warrants that there are no facts known to SELLER materially affecting the value of the Real Property which are not readily observable by BUYER or which have not been disclosed.

Reviewed for legal form and content  
solely for Brevard County:

AE Deputy County Attorney

RSK SELLER's Initial

# LEGAL DESCRIPTION

## PARCEL #100

PARENT PARCEL ID#: 24-37-30-00-6

PURPOSE: FEE SIMPLE CONVEYANCE

## EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 100, FEE SIMPLE CONVEYANCE (BY THIS SURVEYOR)

A portion of Section 30, Township 24 South, Range 37 East, Brevard County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of Lot 1, Sunny-Sites Unit NO. 2, according to the Plat thereof, as recorded in Plat Book 13, Page 95, Public Records of Brevard County, Florida; thence South 00°10'18" East, a distance of 40.00 feet along the East line of Sunny-Sites Unit NO. 2 to the POINT OF BEGINNING; thence departing said East line the following three (3) courses and distances; North 89°46'19" East, a distance of 30.00 feet; thence South 00°10'18" East, a distance of 30.00 feet; thence South 89°46'19" West, a distance of 30.00 feet to the aforementioned East line of Sunny-Sites Unit NO. 2; thence North 00°10'18" West, a distance of 30.00 feet along said East line, to the POINT OF BEGINNING.

Containing 900 square feet, more or less.

### SURVEYORS NOTES:

1. Bearings shown hereon are based on the East line of Sunny-Sites Unit NO.2, according to the Plat thereof, as recorded in Plat Book 13, Page 95, Public Records of Brevard County, Florida being S00°10'18"E (assumed)
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.
3. I have reviewed the O&E Report File Number 23-1267, created by New Revelations, Inc., and dated 7/24/2023, as provided by client, and there are no easements listed therein.



Digitally signed by Edwin Munoz Jr.  
DN: c=US, o=Florida,  
dnQualifier=A01410D0000018A83F31  
BEF0000E982, cn=Edwin Munoz Jr.  
Date: 2023.12.08 11:18:26 -05'00'

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

EDWIN MUNOZ JR., PSM  
Registered Land Surveyor  
Number 7288  
Not valid unless sign and sealed

PREPARED BY: SOUTHEASTERN SURVEYING AND MAPPING CORPORATION  
6500 All American Boulevard Orlando, Florida 32810-4350  
Certification Number LB2108  
(407) 292-8580  
e-mail: info@southeasternsurveying.com

DRAWN BY: AA	CHECKED BY: EM	PROJECT NO. 6572209			SECTION 30 TOWNSHIP 24 SOUTH RANGE 37 EAST
DATE: 11/9/2023	DRAWING: 69171007	REVISIONS	DATE	DESCRIPTION	
			11-21-23	REVISED LEGAL/SKETCH	
			12-8-23	REVISED PER COMMENTS	

# SKETCH OF DESCRIPTION

## PARCEL #100

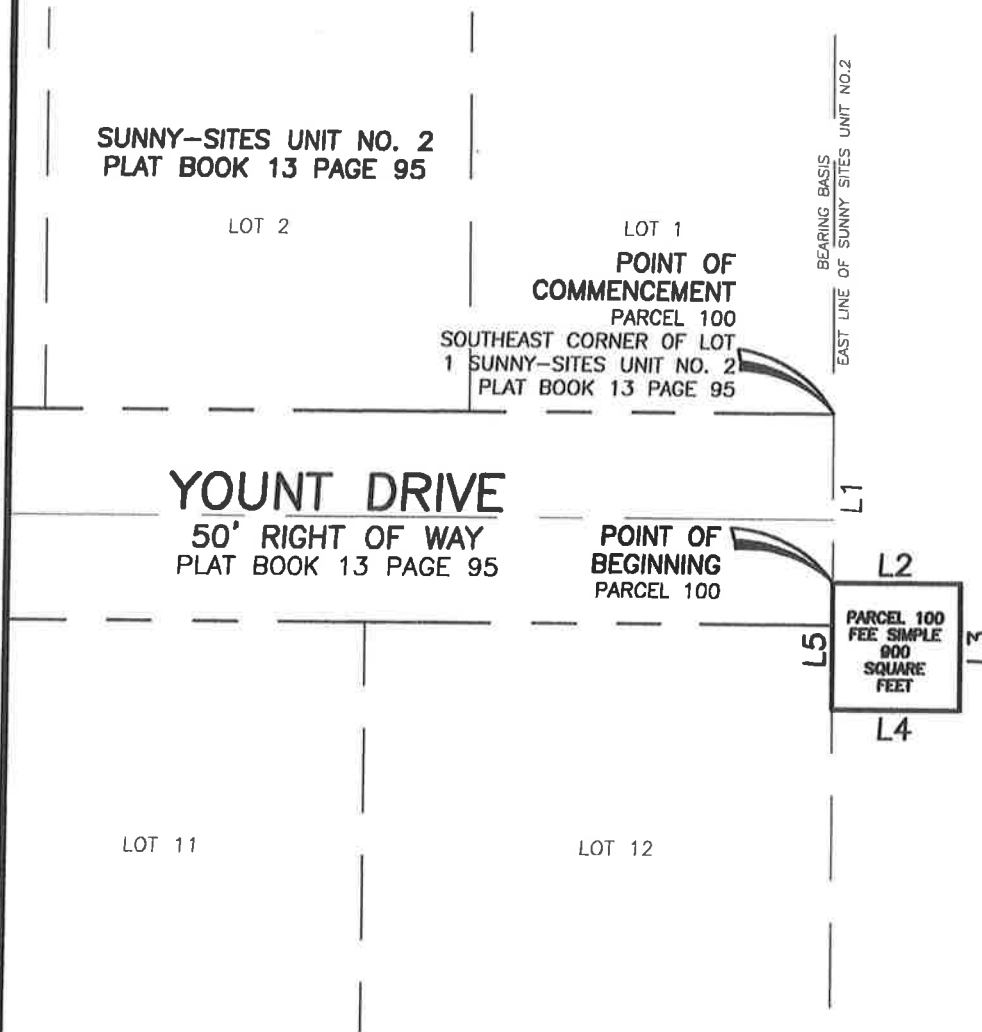
PARENT PARCEL ID#: 24-37-30-00-6  
PURPOSE: FEE SIMPLE CONVEYANCE

## EXHIBIT "A"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S00°10'18"E	40.00'
L2	N89°46'19"E	30.00'
L3	S00°10'18"E	30.00'
L4	S89°46'19"W	30.00'
L5	N00°10'18"W	30.00'

GOVERNMENT LOT 1  
NOT PLATTED  
PARCEL ID  
#24-37-30-00-6  
OFFICIAL RECORDS BOOK  
7624, PAGE 2373

### LEGEND:

L = LINE  
NO. = NUMBER

PREPARED BY: SOUTHEASTERN SURVEYING AND MAPPING CORPORATION  
6500 All American Boulevard Orlando, Florida 32810-4350  
Certification Number LB2108  
(407) 292-8580  
e-mail: info@southeasternsurveying.com

SCALE:

1"=40'

PROJECT NO. 6572209

SECTION 30  
TOWNSHIP 24 SOUTH  
RANGE 37 EAST

# LEGAL DESCRIPTION

## PARCEL #800

PARENT PARCEL ID#: 24-37-30-00-6

PURPOSE: UTILITY EASEMENT

## EXHIBIT "B"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

**THIS IS NOT A SURVEY**

**LEGAL DESCRIPTION:** PARCEL 800, UTILITY EASEMENT (BY THIS SURVEYOR)

A portion of Section 30, Township 24 South, Range 37 East, Brevard County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of Lot 1, Sunny-Sites Unit NO. 2, according to the Plat thereof, as recorded in Plat Book 13, Page 95, Public Records of Brevard County, Florida; thence South 00°10'18" East, a distance of 10.00 feet along the East line of Sunny-Sites Unit NO.2 to the POINT OF BEGINNING; thence departing said East line the following three (3) courses and distances; North 89°46'19" East, a distance of 30.00 feet; thence South 00°10'18" East, a distance of 30.00 feet; thence South 89°46'19" West, a distance of 30.00 feet to the aforementioned East line of Sunny-Sites Unit NO.2; thence North 00°10'18" West, a distance of 30.00 feet along said East line, to the POINT OF BEGINNING.

Containing 900 square feet, more or less.

### SURVEYORS NOTES:

1. Bearings shown hereon are based on the East line of Sunny-Sites Unit NO.2, according to the Plat thereof, as recorded in Plat Book 13, Page 95, Public Records of Brevard County, Florida being S00°10'18"E (assumed)
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.
3. I have reviewed the O&E Report File Number 23-1267, created by New Revelations, Inc., and dated 7/24/2023, as provided by client, and there are no easements listed therein.



Digitally signed by Edwin Munoz Jr.  
DN: c=US, o=Florida,  
dnQualifier=A01410D0000018A83F31  
BEF0000E982, cn=Edwin Munoz Jr.  
Date: 2023.12.04 08:29:24 -05'00'

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

EDWIN MUNOZ JR., PSM  
Registered Land Surveyor  
Number 7288  
Not valid unless sign and sealed

PREPARED BY: SOUTHEASTERN SURVEYING AND MAPPING CORPORATION  
6500 All American Boulevard Orlando, Florida 32810-4350  
Certification Number LB2108  
(407) 292-8580  
e-mail: info@southeasternsurveying.com

DRAWN BY: AA	CHECKED BY: EM	PROJECT NO. 6572209			SECTION 30 TOWNSHIP 24 SOUTH RANGE 37 EAST
DATE: 11/6/2023	DRAWING: 69171006	REVISIONS	DATE	DESCRIPTION	
			11-21-23	REVISED LEGAL/SKETCH	
			12-4-23	REVISED PER COMMENTS	

# SKETCH OF DESCRIPTION

## PARCEL #800

PARENT PARCEL ID#: 24-37-30-00-6

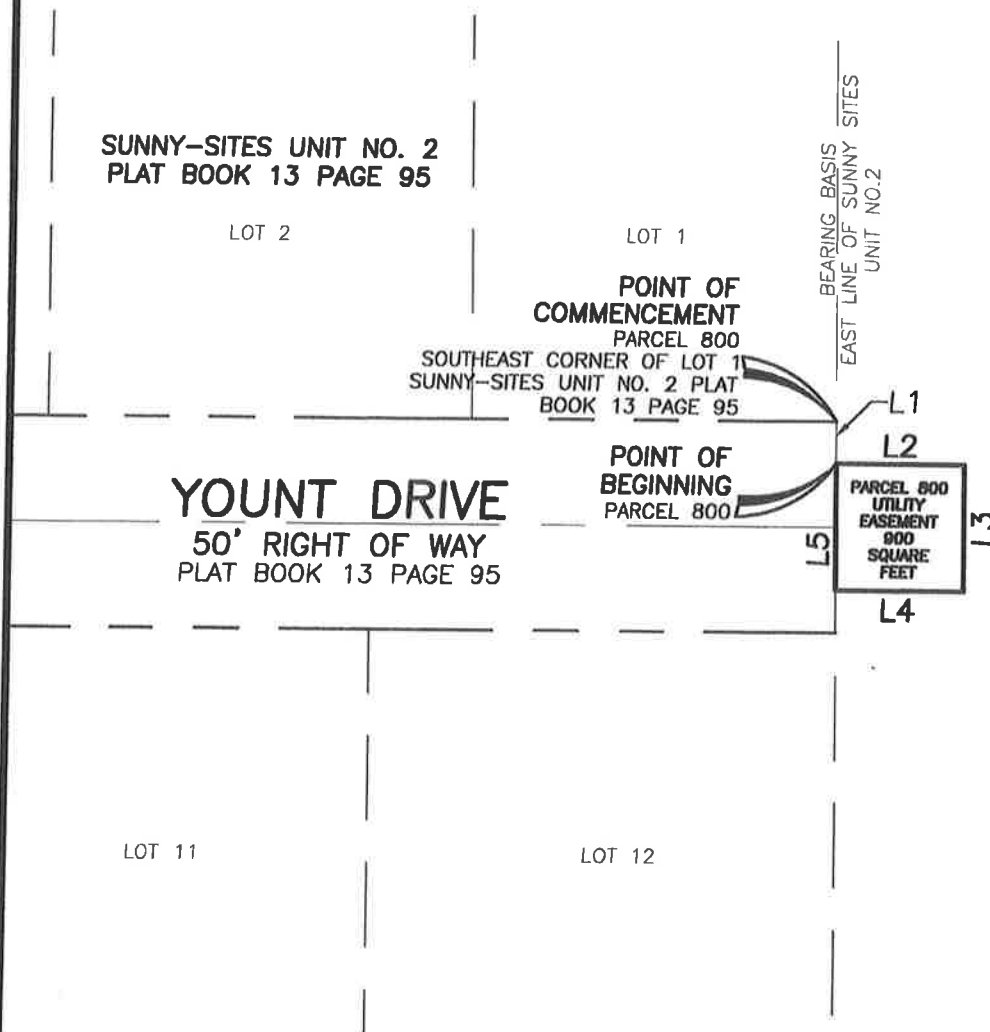
PURPOSE: UTILITY EASEMENT

## EXHIBIT "B"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

**THIS IS NOT A SURVEY**



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S00°10'18"E	10.00'
L2	N89°46'19"E	30.00'
L3	S00°10'18"E	30.00'
L4	S89°46'19"W	30.00'
L5	N00°10'18"W	30.00'

GOVERNMENT LOT 1  
NOT PLATTED  
PARCEL ID  
#24-37-30-00-6  
OFFICIAL RECORDS BOOK  
7624, PAGE 2373

### LEGEND:

L = LINE  
NO. = NUMBER

PREPARED BY: SOUTHEASTERN SURVEYING AND MAPPING CORPORATION  
6500 All American Boulevard Orlando, Florida 32810-4350  
Certification Number LB2108  
(407) 292-8580  
e-mail: info@southeasternsurveying.com

SCALE:

1" = 40'

PROJECT NO. 6572209

SECTION 30  
TOWNSHIP 24 SOUTH  
RANGE 37 EAST

## PROPERTY FACT SHEET

PROJECT: Zone C – Septic to Sewer – Save Our Indian River Lagoon

OWNER: Bluewater Pointe, LLC

PARCEL LOCATION: North of Highway 520 east of North Banana River Drive in Merritt Island

PARENT PARCEL SIZE: 11.50 acres

FEE SIMPLE ACQUISITION: 900 square feet

PERMENANT EASEMENT ACQUISITION: 900 square feet

ZONING/LAND USE: RU-1-11, Single -Family Residential District

IMPROVEMENTS: None, vacant land

TOPOGRAPHY: Natural state land / partially low-lying

FLOOD ZONE: AE and X

PARENT TAX PARCEL ID#: 23-37-30-00-6

ASSESSED VALUE: \$670,780.00 - 2023 Assessment – entire parcel (Property Appraiser Records)

PUBLIC UTILITIES: Utilities available

PROPERTY TRANSACTION: Date: 4-20-2016

(Clerk of the Court Records) Sale amount: \$445,000.00 includes fee simple parcel and easement areas

CALLAWAY & PRICE, INC. APPRAISAL DATE: September 6, 2023

Appraisal Amount: \$8,100.00 for Fee Simple Acquisition

\$7,700.00 for Permanent Easement Acquisition

## LOCATION MAP

Section 30, Township 24 South, Range 37 East - District 2

PROPERTY LOCATION: North of Highway 520 east of North Banana River Drive in Merritt Island

OWNERS NAME(S): Bluewater Pointe, LLC

