



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.11.

10/11/2022

### Subject:

Approval, Re: 1) Warranty Deed and Easement from Stephen Tanner and Sophia Mellos, 2) Bill of Sale Lift Station from Stephen Tanner and Sophia ~~Tanner~~ Mellos, Pioneer Pointe, LLC and Pioneer Pointe Owners Association, Inc., 3) Bill of Sale Force Main from Stephen Tanner and Sophia ~~Tanner~~ Mellos, Pioneer Pointe, LLC and Pioneer Pointe Owners Association, Inc., and 4) Amendment to Covenants and Mutual Cross Easement Agreements for the Hampton Manor of Merritt Island Project - District 2.

### Fiscal Impact:

None

### Dept/Office:

Public Works Department / Land Acquisition / Utility Services Department

### Requested Action:

It is requested that the Board of County Commissioners: 1) approve and accept the attached Warranty Deed and Easement, Bill of Sale Lift Station and Bill of Sale Force Main, and 2) accept and authorize the Chair to execute the attached Amendment to Covenants and Mutual Cross Easement Agreements.

### Summary Explanation and Background:

The subject property is located in Section 14, Township 24 South, Range 36 East, southeast of the intersection of North Courtenay Parkway and Pioneer Road in Merritt Island.

K. R. Welsh, developer, submitted site plans for Starbucks Coffee Company and Hampton Manor of Merritt Island. As part of the site plan for Hampton Manor of Merritt Island, the design plan tied the sanitary sewer lines into the existing lift station located on the Starbucks parcel, which in turn, required updating the lift station specifications to go from private to County owned and maintained. The attached Warranty Deed conveys fee simple ownership for the lift station. Hampton Manor of Merritt Island, LLC and Ivalsa, LLC, the owners, have submitted site plan number 20SP00032 for review and approval by the County for the development of an Assisted Living Facility known as Hampton Manor of Merritt Island. In accordance with County Code and Standards, a non-exclusive Ingress/Egress Easement will be dedicated to Brevard County by Stephen and Sophia ~~Tanner~~ Mellos, owners of the Starbucks parcel, which is required as a condition of site plan approval.

The Bill of Sales will convey the lift station equipment and the force main to Brevard County. An Amendment to the Covenants and Mutual Cross Easement Agreements is required to grant the County several existing easements and to clarify the rights and responsibilities attached to certain areas once certain property rights are conveyed.

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 execution by the Chair, Public Works Department will contact the Clerk's office to make arrangements to pick up the original executed Amendment to the Covenants and Mutual Cross Easement Agreements.

# BOARD OF COUNTY COMMISSIONERS

## AGENDA REVIEW SHEET

AGENDA: 1) Warranty Deed and Easement from Stephen Tanner and Sophia Mellos, 2) Bill of Sale Lift Station from Stephen Tanner and Sophia Tanner, Pioneer Pointe, LLC and Pioneer Pointe Owners Association, Inc., 3) Bill of Sale Force Main from Stephen Tanner and Sophia Tanner, Pioneer Pointe, LLC and Pioneer Pointe Owners Association, Inc., and 4) Amendment to Covenants and Mutual Cross Easement Agreements for the Hampton Manor of Merritt Island Project – District 2.

AGENCY: Public Works Department / Land Acquisition / Utility Services Department

AGENCY CONTACT: Lisa Kruse, Land Acquisition Specialist

CONTACT PHONE: 321-350-8353 Ext. 58353

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor	<small>Digitally signed by Hamelers, Lucy DN: cn=Hamelers, Lucy, email=lucy.hamelers@fla-roads.gov Date: 2022.08.23 16:18:11 -0400</small> _____	_____	_____
COUNTY ATTORNEY Christine Schverak Assistant County Attorney	_____ <i>CMS</i> _____	_____	_____ 09/09/2022 _____



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

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Kimberly.Powell@brevardclerk.us

October 12, 2022

**MEMORANDUM**

**TO:** Marc Bernath, Public Works Director      Attn: Lucy Hamelers, Land Acquisition

**RE:** Item F.11., Approval for 1) Warranty Deed and Easement from Stephen Tanner and Sophia Mellos, 2) Bill of Sale Lift Station from Stephen Tanner and Sophia Mellos, Pioneer Pointe, LLC and Pioneer Pointe Owners Association, Inc., 3) Bill of Sale Force Main from Stephen Tanner and Sophia Mellos, Pioneer Pointe, LLC and Pioneer Pointe Owners Association, Inc., and 4) Amendment to Covenants and Mutual Cross Easement Agreements for the Hampton Manor of Merritt Island Project

The Board of County Commissioners, in regular session on October 11, 2022, approved and accepted the Warranty Deed and Easement from Stephen Tanner and Sophia Mellos, and Bill of Sale Lift Station and Bill of Sale Force Main from Stephen Tanner and Sophia Mellos, Pioneer Pointe, LLC and Pioneer Pointe Owners Association, Inc.; and accepted and authorized the Chair to execute the Amendment to Covenants and Mutual Cross Easement Agreements for the Hampton Manor of Merritt Island Project. Enclosed is the fully-executed Amendment to the Covenants and Mutual Cross Easement Agreements.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script that reads "Kimberly Powell".

Kimberly Powell, Clerk to the Board

/sm

Encl. (1)

cc: County Manager  
County Attorney  
Utility Services

Prepared by and return to: Lisa J. Kruse  
Public Works Department, Land Acquisition  
2725 Judge Fran Jamieson Way, A-204, Viera, Florida 32940  
A portion of interest in Tax Parcel ID: 24-36-14-00-546

### WARRANTY DEED AND EASEMENT

**THIS INDENTURE** is made this 22<sup>nd</sup> day of August, 2022, by STEPHEN TANNER and SOPHIA MELLO, husband and wife, hereafter called the Grantor, whose mailing address is 7628 Enon Church Road, The Plains, Virginia 20198, to BREVARD COUNTY, a political subdivision of the State of Florida, hereafter called the Grantee, whose mailing address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940;

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**WITNESSETH**, that the Grantor, for and in consideration of the sum of One Dollar and No Cents (\$1.00) and other valuable considerations, paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto Grantee, the following described lands, lying and being in Brevard County, Florida, to-wit:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND BY THIS REFERENCE INCORPORATED HEREIN**, together with all riparian and littoral rights appertaining thereto, and all interest in subsurface oil, gas, and minerals pursuant to section 270.11(3), Florida Statutes.

**TO HAVE AND TO HOLD THE SAME**, the same in fee simple forever, together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and, the Grantor does hereby fully warrant the title to said lands, and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances.

**TOGETHER WITH** a non-exclusive easement, right, license and privilege of passage and use, both pedestrian and vehicular, over, across, and upon the property described and depicted on Exhibit "B" attached hereto and by this reference incorporated herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Helen Tanner

Witness

Helen a Tanner

Print Name

Caleb Ramey

Witness

Caleb Ramey

Print Name

GRANTOR:

**STEPHEN TANNER and SOPHIA  
MELLOS, husband and wife**

Stephen Tanner

STEPHEN TANNER

Sophia Mellos

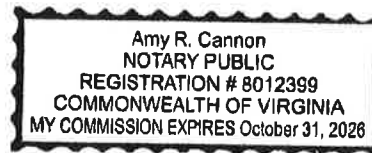
SOPHIA MELLOS

STATE OF Virginia  
COUNTY OF Fauquier

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 22 day of August, 2022 by Stephen Tanner and Sophia Mellos, husband and wife, [ ] who are personally known to me or ☒ who have provided a Va driver's license as identification.

Amy R Cannon  
Notary Public

My Commission Expires: 10-31-2026



# LEGAL DESCRIPTION

PARENT PARCEL ID# 24-36-14-00-546

PURPOSE: FEE SIMPLE CONVEYANCE

Parcel 101

EXHIBIT A

SHEET 1 OF 2

NOT A SURVEY

NOT VALID WITHOUT SHEET 2 OF 2

## LEGAL DESCRIPTION: PARCEL 101, FEE SIMPLE CONVEYANCE (PREPARED BY SURVEYOR):

A parcel of land being a portion of those lands described in Official Records Book 8774, Page 140 of the Public Records of Brevard County, Florida, lying in Section 14, Township 24 South, Range 36 East, Brevard County, Florida and being more particularly described as follows: Commence at the intersection of the South right-of-way line of Pioneer Road, a 60 foot wide Public right-of-way as established per Plat Book 23, Page 26, with the Easterly right-of-way of North Courtenay Parkway (State Road No. 3, Section 70140), a 100 foot wide Public right-of-way, said intersection also being the Northwest corner of said lands described in Official Records Book 8774, Page 140; thence run N 89°49'42" E along the said South right-of-way line of Pioneer Road, a distance of 246.01 feet to the Northeast corner of said lands described in Official Records Book 8774, Page 140; thence S 00°10'18" E along the East line of said lands described in Official Records Book 8774, Page 140, a distance of 156.49 feet to the intersection with the North line of Easement "C" as described in Official Records Book 8774, Page 101 and to the Point of Beginning of the herein described parcel of land; thence continue S 00°10'18" E along the East line of said Easement "C" and along the said East line of lands described in Official Records Book 8774, Page 140, a distance of 30.00 feet to the Southeast corner of said Easement "C" and the Southeast corner of said lands described in Official Records Book 8774, Page 140; thence S 89°49'42" W along the South line of said Easement "C" and the South line of said lands described in Official Records Book 8774, Page 140, a distance of 30.00 feet to the Southwest corner of said Easement "C"; thence N 00°10'18" W along the West line of said Easement "C", a distance of 30.00 feet to the Northwest corner of said Easement "C"; thence N 89°49'42" E along the said North line of Easement "C", a distance of 30.00 feet to the Point of Beginning. Containing 900 square feet (0.02 acres) more or less.

### SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE S R/W LINE OF PIONEER ROAD BEING N89°49'42"E AS PER ASSUMED DATUM (SEE SKETCH)
2. THIS SKETCH AND DESCRIPTION CONTAINS TWO SHEETS. EACH SHEET IS NOT FULL OR COMPLETE WITHOUT THE OTHER.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER WHICH CAN BE FOUND ON SHEET 1 OF 2.
4. THE SKETCH WAS PREPARED WITH THE BENEFIT OF FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT ORDER No. 9699674, DATED JULY 14, 2021. PLOTTABLE EASEMENTS ARE SHOWN HEREON.

### LEGEND:

BRG = BEARING  
C/L = CENTERLINE  
COR = CORNER  
ESMT = EASEMENT  
IRS = SET 5/8" REBAR  
WITH CAP STAMPED "KSI-LB 7838"  
NDS = SET NAIL & 1 1/2" WASHER  
STAMPED STAMPED "KSI-LB 7838"  
P.B. = PLAT BOOK  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
REF = REFERENCE  
R/W = RIGHT OF WAY

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



JOEL A. SEYMOUR, LS 6133  
FLORIDA PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: **Kane Surveying, Inc.**

FLORIDA LICENSED BUSINESS No. LB 7838  
505 DISTRIBUTION DRIVE  
MELBOURNE, FLORIDA 32904  
(321) 676-0427 FAX (321) 984-1448

DRAWN BY: JAS	PROJECT NO. 35137	DESCRIPTION	DATE: 7/20/21	SECTION 14
DATE: 8/11/21	14-24-36/SB_PIO_ESMT	COUNTY COMMENTS	DATE: 8/6/21	TOWNSHIP 24 SOUTH
		COUNTY COMMENTS	DATE: 8/11/21	RANGE 36 EAST

# SKETCH OF DESCRIPTION

PARENT PARCEL ID# 24-36-14-00-546

PURPOSE: FEE SIMPLE CONVEYANCE

Parcel 101

EXHIBIT A

SHEET 2 OF 2

NOT A SURVEY

NOT VALID WITHOUT SHEET 1 OF 2

## PIONEER ROAD

60' PUBLIC R/W (P.B. 23, PAGE 26)

P.O.C. PARCEL 101  
INTERSECTION OF THE S. R/W OF  
PIONEER ROAD WITH THE  
EASTERLY R/W OF N.  
COURTENAY PARKWAY & NW COR  
OF ORB 8774, PAGE 140

NE COR OF LANDS DESCRIBED  
IN ORB 8774, PAGE 140

PARCEL 803  
PUBLIC DRAINAGE EASEMENT  
ORB 9048, PAGE 162

DRAINAGE EASEMENT "H"  
ORB 8774, PAGE 101

N 89°49'42" E ( REF BRG) 246.01'  
SOUTH R/W LINE

PARCEL 801  
SIDEWALK, UTILITY &  
ROADWAY EASEMENT  
ORB 9048, PAGE 162

PARCEL 802  
SIDEWALK EASEMENT  
ORB 9048, PAGE 162

STARBUCKS ISLAND PARTNERS, LLC  
TAX PARCEL 24-36-14-00-546  
ORB 8774, PAGE 140

LOT 1, BLOCK A  
PIONEER POINTE  
PLAT BOOK 69, PAGE 12

NORTH COURTENAY PARKWAY  
(STATE ROAD No. 3, SECTION 70140)  
100' PUBLIC R/W

N 09°13'11" W 207.57'

FP&L EASEMENT  
ORB 8923, PAGE 785

N LINE OF  
UTILITY EASEMENT "C"  
ORB 8774, PAGE 101

NW COR OF ESMT "C"  
ORB 8774, PAGE 101

INGRESS/EGRESS EASEMENT "B"  
ORB 8774, PAGE 101  
ORB 9050, PAGE 1055

PARCEL 101  
FEE SIMPLE CONVEYANCE  
CONTAINING 900± SQUARE FEET  
0.02± ACRES

P.O.B.  
PARCEL 101

SE COR OF  
ORB 8774, PAGE 140

S LINE OF  
ORB 8774, PAGE 140

SW COR OF ESMT "C"  
ORB 8774, PAGE 101

UTILITY EASEMENT "D"  
ORB 8774, PAGE 101  
ORB 9050, PAGE 1055

UTILITY EASEMENT "C"  
ORB 8774, PAGE 101  
ORB 9050, PAGE 1055

LOT 3, BLOCK A  
PIONEER POINTE  
PLAT BOOK 69, PAGE 12  
TAX PARCEL 24-36-14-54-A.3

### LINE TABLE

LINE	BEARING	LENGTH
L1	S00°10'18"E	30.00'
L2	S89°49'42"W	30.00'
L3	N00°10'18"W	30.00'
L4	N89°49'42"E	30.00'

PREPARED BY:

**Kane Surveying, Inc.**

FLORIDA LICENSED BUSINESS No. LB 7838  
505 DISTRIBUTION DRIVE  
MELBOURNE, FLORIDA 32904  
(321) 676-0427 FAX (321) 984-1448

SCALE: 1 INCH = 50 FEET

PROJECT NO. 35137

SECTION 14  
TOWNSHIP 24 SOUTH  
RANGE 36 EAST



# LEGAL DESCRIPTION

PARENT PARCEL ID# 24-36-14-00-546  
PURPOSE: UTILITY & INGRESS/EGRESS EASEMENT  
Parcel 806

EXHIBIT "B"

SHEET 1 OF 2

NOT A SURVEY

NOT VALID WITHOUT SHEET 2 OF 2

## LEGAL DESCRIPTION: PARCEL 806, UTILITY & INGRESS/EGRESS EASEMENT (PREPARED BY SURVEYOR):

A parcel of land being a portion of those lands described in Official Records Book 8774, Page 140 of the Public Records of Brevard County, Florida, lying in Section 14, Township 24 South, Range 36 East, Brevard County, Florida and being more particularly described as follows: Commence at the intersection of the South right-of-way line of Pioneer Road, a 60 foot wide Public right-of-way as established per Plat Book 23, Page 26; with the Easterly right-of-way of North Courtenay Parkway (State Road No. 3, Section 70140), a 100 foot wide Public right-of-way, said intersection also being the Northwest corner of said lands described in Official Records Book 8774, Page 140; thence run N 89°49'42" E along the said South right-of-way line of Pioneer Road, a distance of 246.01 feet to the Northeast corner of said lands described in Official Records Book 8774, Page 140; thence S 00°10'18" E along the East line of said lands described in Official Records Book 8774, Page 140, a distance of 129.09 feet to the Point of Beginning of the herein described parcel; thence continue S 00°10'18" E along the East line of said lands described in Official Records Book 8774, Page 140, a distance of 27.40 feet to the intersection with the North line of Easement "C" as described in Official Records Book 8774, Page 101; thence S 89°49'42" W along said North line of Easement "C", a distance of 19.13 feet; thence N 00°10'18" W 18.85 feet to the intersection with the South line of Easement "B" as described in Official Records Book 8774, Page 101 and to the intersection with a circular curve concave to the Northwest, having a radius of 49.00 feet, a radial line bears S 11°54'01" E to said intersection; thence run Northeasterly along the arc of said curve, through a central angle of 24°41'33", an arc distance of 21.12 feet to the Point of Beginning. Containing 427 square feet (0.01 acres) more or less.

### SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE S R/W LINE OF PIONEER ROAD BEING N89°49'42"E AS PER ASSUMED DATUM (SEE SKETCH)
2. THIS SKETCH AND DESCRIPTION CONTAINS TWO SHEETS. EACH SHEET IS NOT FULL OR COMPLETE WITHOUT THE OTHER.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER WHICH CAN BE FOUND ON SHEET 1 OF 2.
4. THE SKETCH WAS PREPARED WITH THE BENEFIT OF FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT ORDER No. 9699674, DATED JULY 14, 2021. PLOTTABLE EASEMENTS ARE SHOWN HEREON.

### LEGEND:

BRG = BEARING  
C/L = CENTERLINE  
COR = CORNER  
ESMT = EASEMENT  
IRS = SET 5/8" REBAR  
WITH CAP STAMPED "KSI-LB 7838"  
NDS = SET NAIL & 1 1/2" WASHER  
STAMPED STAMPED "KSI-LB 7838"  
P.B. = PLAT BOOK  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
REF = REFERENCE  
R/W = RIGHT OF WAY

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

PREPARED BY: **Kane Surveying, Inc.**

FLORIDA LICENSED BUSINESS No. LB 7838  
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JOEL A. SEYMOUR, LS 6133  
FLORIDA PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

DRAWN BY: JAS	PROJECT NO. 35137	DESCRIPTION	DATE: 7/20/21	SECTION 14
DATE: 8/17/21	14-24-36/SB_PIO_ESMT	COUNTY COMMENTS	DATE: 8/6/21	TOWNSHIP 24 SOUTH
		COUNTY COMMENTS	DATE: 8/17/21	RANGE 36 EAST

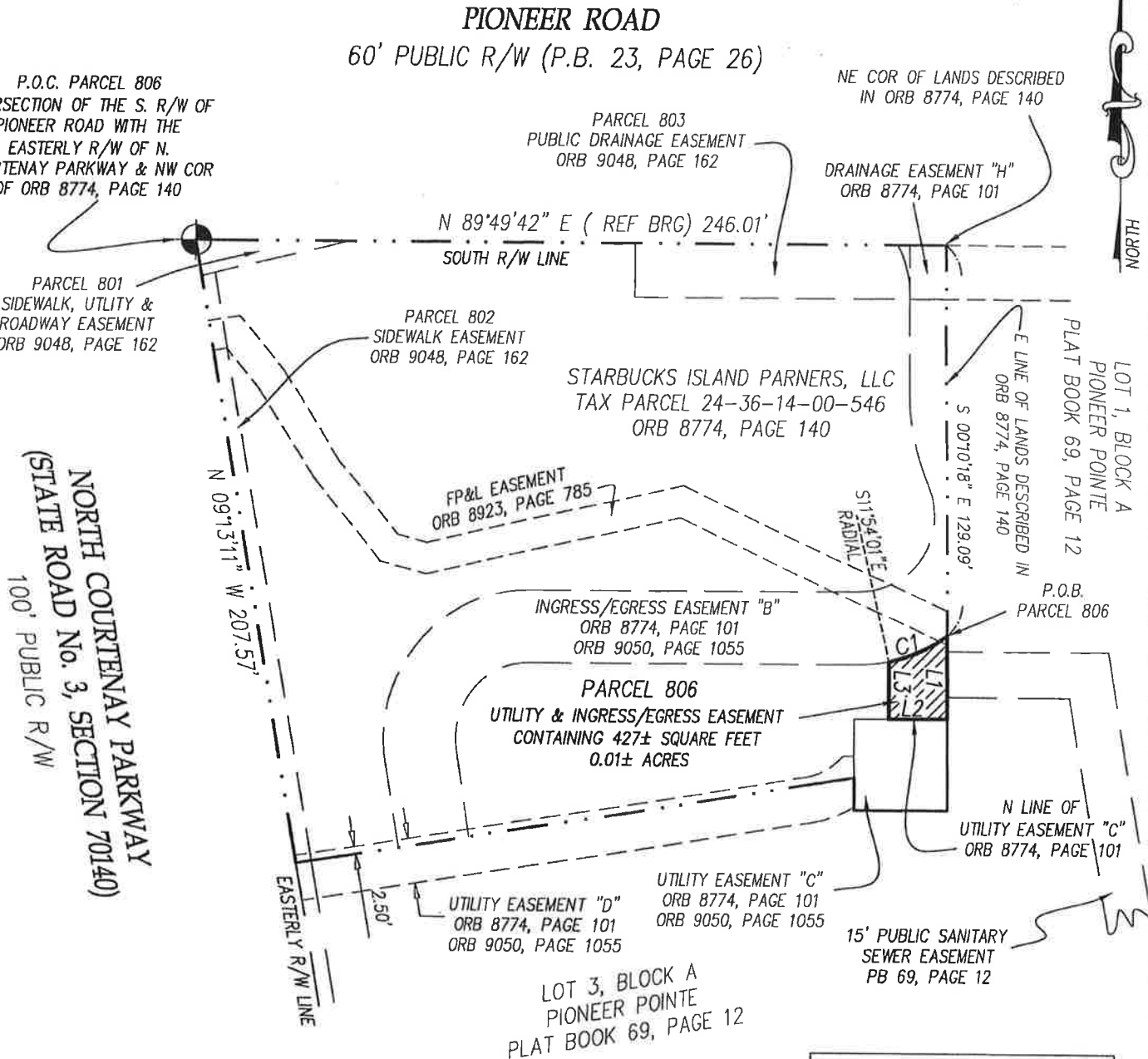
# SKETCH OF DESCRIPTION

PARENT PARCEL ID# 24-36-14-00-546  
 PURPOSE: UTILITY & INGRESS/EGRESS EASEMENT  
 Parcel 806

EXHIBIT "B"

SHEET 2 OF 2  
 NOT A SURVEY

NOT VALID WITHOUT SHEET 1 OF 2



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	21.12'	49.00'	24°41'33"	20.95'	N65°45'13"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°10'18"E	27.40'
L2	S89°49'42"W	19.13'
L3	N00°10'18"W	18.85'

PREPARED BY:  
**Kane Surveying, Inc.**  
 FLORIDA LICENSED BUSINESS No. LB 7838  
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SCALE: 1 INCH = 50 FEET  
 PROJECT NO. 35137  
 SECTION 14  
 TOWNSHIP 24 SOUTH  
 RANGE 36 EAST

### **BILL OF SALE LIFT STATION**

**Stephen Tanner and Sophia Mellos**, husband and wife; **Pioneer Pointe, LLC**, a Florida limited liability company; and the **Pioneer Pointe Owners Association, Inc.**, a Florida corporation (collectively the "Seller"), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it paid by **BREVARD COUNTY**, a political subdivision of the State of Florida ("Buyer"), the receipt and sufficiency of which consideration is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto County, its successors and assigns, the goods, chattels and items of personal property owned by Seller, their successors and assigns, as that property is set forth on Exhibit "A" attached hereto and made a part thereof, and being situate on certain real property described on Exhibit "B" attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** the same unto County, its successors and assigns, forever.

**AND** the Seller, does, for themselves and their successors and assigns, covenant to and with County, its successors and assigns, that Seller is the lawful owners of said goods, chattels and personal property (hereafter collectively the "property"); that said property is free from all liens and encumbrances; that Seller have good right to sell the same aforesaid; and that Seller will warrant and defend the sale of said property hereby made unto County, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

[Signature Blocks Follow]

IN WITNESS WHEREOF, Stephen Tanner and Sophia Mellos have caused this instrument to be executed and delivered and have intended this instrument to be and become effective as of the 27<sup>th</sup> day of MARCH, 2022.

Stephen Tanner

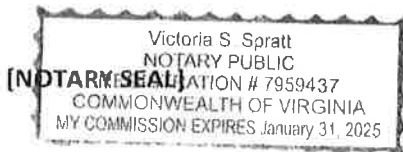
Stephen Tanner

Sophia Mellos

Sophia Mellos

STATE OF Virginia  
COUNTY OF Fauquier

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 22<sup>nd</sup> day of March, 2022 by Stephen Tanner and Sophia Mellos, husband and wife, ☐ who are personally known to me or ☒ who have provided drives licence as identification.



Victoria Spratt

Notary Public

Victoria Spratt

Name typed, printed or stamped

My Commission Expires: 01/31/2025

IN WITNESS WHEREOF, PIONEER POINTE, LLC, a Florida limited liability company, by its duly authorized representatives, has caused this instrument to be executed and delivered and has intended this instrument to be and become effective as of the 25 day of February 2022.

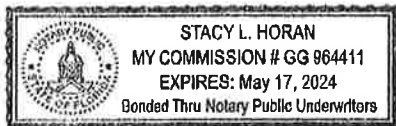
PIONEER POINTE, LLC, a Florida  
limited liability company

By: K. R. Welsh  
K. R. Welsh, Manager

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 25 day of February, 2022 by K. R. Welsh, as manager for PIONEER POINTE, LLC, a Florida limited liability company, on behalf of the company, ☒ who is personally known to me or ☐ who has provided a Florida driver's license as identification.

[NOTARY SEAL]



Stacy L. Horan  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, PIONEER POINTE OWNERS ASSOCIATION, INC., a Florida corporation has caused this instrument to be executed and delivered and has intended this instrument to be and become effective as of the 25 day of February, 2022.

PIONEER POINTE OWNERS  
ASSOCIATION, INC., a Florida  
Corporation

By: K. R. Welsh  
K. R. Welsh, President

(SEAL)

STATE OF FLORIDA  
COUNTY OF BREVARD

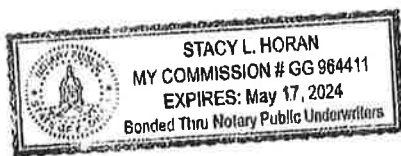
The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 25 day of February, 2022 by K. R. Welsh, as President for PIONEER POINTE OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, ☒ who is personally known to me or ☐ who has provided a Florida driver's license as identification.

Stacy L. Horan  
Notary Public

[NOTARY SEAL]

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**

**Personal Property**

1. Lift Station inclusive of wet well, pumps, backflow, piping, float switches, control panels, remote telemetry units, electrical service equipment
2. 120 linear feet of 6 feet polyvinyl chloride (PVC) T&G Fencing with 6 feet gate

**Exhibit "B"**

**Real Property**

A parcel of land lying in Section 14, Township 24 South, Range 36 East, Brevard County, Florida and being more particularly described as follows: Commence at the intersection of the South right-of-way line of Pioneer Road, a 60 foot wide Public right-of-way, with the Easterly right-of-way of North Courtenay Parkway (State Road No. 3), a 100 foot wide Public right-of-way; thence run N 89°49'42" E along the said South right-of-way line of Pioneer Road a distance of 246.01 feet; thence S 00°10'18" E 156.48 feet to the Point of Beginning of the herein described parcel; thence continue S 00°10'18" E 30.00 feet; thence S 89°49'42" W 30.00 feet; thence N 00°10'18" W 30.00 feet; thence N 89°49'42" E 30.00 feet to the Point of Beginning. Containing 900 square feet more or less.



**BILL OF SALE FORCE MAIN**

**Stephen Tanner and Sophia Mellos**, husband and wife; **Pioneer Pointe, LLC**, a Florida limited liability company; and the **Pioneer Pointe Owners Association, Inc.**, a Florida corporation (collectively the "Seller"), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it paid by **BREVARD COUNTY**, a political subdivision of the State of Florida ("Buyer"), the receipt and sufficiency of which consideration is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto County, its successors and assigns, the goods, chattels and items of personal property owned by Seller, their successors and assigns, as that property is set forth on Exhibit "A" attached hereto and made a part thereof, and being situate on certain real property described on Exhibit "B" attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** the same unto County, its successors and assigns, forever.

**AND** the Seller, does, for themselves and their successors and assigns, covenant to and with County, its successors and assigns, that Seller is the lawful owners of said goods, chattels and personal property (hereafter collectively the "property"); that said property is free from all liens and encumbrances; that Seller has good right to sell the same aforesaid; and that Seller will warrant and defend the sale of said property hereby made unto Buyer, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

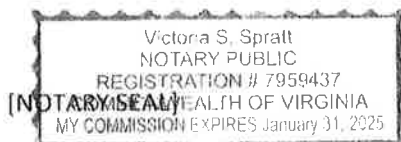
[Signature Blocks Follow]

**IN WITNESS WHEREOF**, Stephen Tanner and Sophia Mellos has caused this instrument to be executed and delivered and has intended this instrument to be and become effective as of the 22<sup>nd</sup> day of MARCH, 2022.

Stephen Tanner  
Stephen Tanner  
Sophia Mellos  
Sophia Mellos

STATE OF Virginia  
COUNTY OF Fauquier

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 22<sup>nd</sup> day of MARCH, 2022 by Stephen Tanner and Sophia Mellos, husband and wife, [ ] who are personally known to me or ☒ who have provided driver's license as identification.



Victoria Spratt  
Notary Public  
Victoria Spratt  
Name typed, printed or stamped

My Commission Expires: 01/31/2025

IN WITNESS WHEREOF, PIONEER POINTE, LLC, a Florida limited liability company, by its duly authorized representatives, has caused this instrument to be executed and delivered and has intended this instrument to be and become effective as of the 25 day of February 2022.

PIONEER POINTE, LLC, a Florida  
limited liability company

By: K. R. Welsh  
K. R. Welsh, Manager

**STATE OF FLORIDA  
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 25 day of February, 2022 by K. R. Welsh, as manager for PIONEER POINTE, LLC, a Florida limited liability company, on behalf of the company, ☒ who is personally known to me or ☐ who has provided a Florida driver's license as identification.

Stacy L. Horan  
Notary Public

[NOTARY SEAL]



Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, PIONEER POINTE OWNERS ASSOCIATION, INC., a Florida corporation has caused this instrument to be executed and delivered and has intended this instrument to be and become effective as of the 26 day of February, 2022.

PIONEER POINTE OWNERS  
ASSOCIATION, INC., a Florida  
Corporation

By: K. R. Welsh  
K. R. Welsh, President

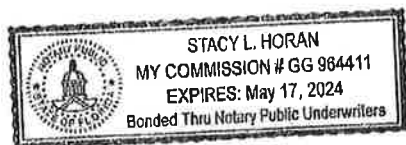
(SEAL)

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 26 day of February, 2022 by K. R. Welsh, as President for PIONEER POINTE OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, ☒ who is personally known to me or ☐ who has provided a Florida driver's license as identification.

Stacy L. Horan  
Notary Public

[NOTARY SEAL]



Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
Personal Property

1. Sanitary Sewer Force main

**Exhibit "B"**

**Real Property**

**LEGAL DESCRIPTION: EASEMENT "D" (PREPARED BY SURVEYOR)**

*A parcel of land lying in Section 14, Township 24 South, Range 36 East, Brevard County, Florida and being more particularly described as follows: Begin at the intersection of the South right-of-way line of Pioneer Road, a 60 foot wide Public right-of-way, with the Easterly right-of-way of North Courtenay Parkway (State Road No. 3), a 100 foot wide Public right-of-way; thence run N 89°49'42" E along the said South right-of-way line of Pioneer Road a distance of 246.01 feet; thence S 00°10'18" E 171.01 feet thence S 80°46'49" W 30.38 feet to the Point of Beginning of the herein described parcel; thence S 00°10'18" E 9.66 feet to a non-tangent intersection with a circular curve concave to the Northwest having for its elements a radius of 35.00 feet, a chord bearing of S 68°54'38" W and a chord of 14.40 feet; thence run Southwesterly along the arc of said curve through a central angle of 23°44'21" an arc distance of 14.50 feet to a point of tangency; thence S 80°46'49" W 170.07 feet to the intersection with the Easterly right-of-way line of North Courtenay Parkway (State Road No. 3), a 100 foot wide Public right-of-way, as presently occupied; thence N 09°13'11" W along said Easterly right-of-way line 15.00 feet; thence N 80°46'49" E 170.07 feet to a point of curvature of a circular curve concave to the Northwest having a radius of 20.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 41°42'33", on arc distance of 14.56 feet to a non-tangent intersection; thence S 89°16'46" E 3.46 feet; thence S 00°10'18" E 7.06 feet to the Point of Beginning. Containing 2796 square feet more or less.*

THIS DOCUMENT PREPARED BY  
AND TO BE RETURNED TO:

County Attorney's Office  
2725 Judge Fran Jamieson Way, C-308  
Viera, Florida 32940  
Attention: Christine M. Schverak, Esq.

Parcel ID Numbers: 24-36-14-00-546; 24-36-14-54-A-3; 24-36-14-54-A-1; 24-36-14-54-A-2

**AMENDMENT TO  
COVENANTS AND MUTUAL CROSS EASEMENT AGREEMENTS**

**THIS AMENDMENT** is made as of this 11<sup>th</sup> day of October 2022, (the Effective Date) to the Declaration of Restrictive Covenants and Mutual Cross Easement Agreement, dated 22 June 2020 as recorded at Brevard County Official Records Book 8774, Page 101 (hereinafter Covenant A), and Agreement of Restrictive Covenants and Mutual Cross Easement Agreements for Pioneer Pointe, dated February 24, 2021, as recorded at Brevard County Official Records Book 9050, Page 1055 (hereinafter Covenant B), and Amendment to Agreement of Restrictive Covenants and Mutual Cross Easement Agreements for Pioneer Pointe as recorded at Brevard County Official Records Book 9134, Page 1275 (hereinafter Covenant C) by and between the following Parties: Hampton Manor of Merritt Island, LLC; Ivelsa, LLC; Pioneer Pointe, LLC; Stephen Tanner and Sophia Mellos, husband and wife; the Pioneer Pointe Owners Association, to the extent of its interest in Pioneer Pointe, Lot 2, Block A: ADE 1001, LLC, and Twins Car Wash, LLC. The Parties listed above are referred to collectively as "Parties."

**RECITALS**

- A. The Plat of Pioneer Pointe is recorded in Plat Book 69, Pages 12 and 13, Brevard County Official Public Records (hereinafter the "Plat").
- B. Lot 1, Block "A" as depicted on the Plat was originally owned by Pioneer Pointe, LLC. Investors Lands Holding of Merritt Island, LLC and Ivelsa, LLC are the successors in interest of Pioneer Pointe, LLC's interest by virtue of that certain Special Warranty Deed recorded in Brevard County Official Records Book 9062, Page 2910, recorded March 24, 2021. Hampton Manor of Merritt Island, LLC is the successor in interest to the Investors Lands Holding of Merritt Island, LLC by virtue of the certain Quit Claim Deed recorded in Brevard County Official Records Book 9232, Page 1705, recorded August 23, 2021.
- C. Lot 3, Block "A" as depicted on the Plat are owned by Pioneer Pointe, LLC.
- D. Property adjacent to the Plat of Pioneer Pointe (hereinafter the Adjacent Property) is described in Exhibit 2 of Covenant B at Brevard County Official Records Book 8774, Page 119-

120, and further depicted in Exhibit 3 of Covenant B at Brevard County Official Records Book 8774, Page 121-124. The Adjacent Parcel is currently owned by Stephen Tanner and Sophia Mellos, husband and wife, who together are the successors in interest to the Starbucks island Partners, LLC by virtue of the certain Warranty Deed recorded in Brevard County Official Records Book 9228, Page 1054, recorded August 18, 2021.

E. At the request of Brevard County, Florida, a political sub-division of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, the Parties desire to further amend Covenants A, B, and C to grant the COUNTY several easements and in order to clarify the rights and responsibilities attached to certain areas once certain property rights are conveyed to Brevard County, Florida, who acts through its duly elected Board of County Commissioners (hereinafter the COUNTY).

F. Lot 2, Block "A" as depicted on the Plat is owned by ADE 1000, LLC, a Georgia limited liability company. ADE 1000, LLC is expected to construct a car wash facility and then convey fee simple title of Lot 2 to Twins Car Wash, LLC. Both ADE 1000, LLC and Twins Car Wash, LLC will sign this agreement to the extent of their interest in said Lot 2.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties agree and declare as follows:

1. Recitals. The recitals are true and correct and incorporated herein verbatim and made an integral part of this Agreement. The Amendments to Covenants A, B and C contained in this instrument are for the purpose of protecting the value and desirability of the Parcels or Lots and are made for the mutual benefit of all Parties. In case of any conflict between the provisions of Covenants A, B, and C, and this Amendment, the provisions of this Amendment shall control.

2. Release of Rights over Lift Station, Easement "C". The Parties hereby agree to the following:

a. Land. The Parties agree that the underlying owner(s) of the land encompassing Easement "C," as described in Brevard County Official Records Book 9050, Page 1079-1080, and Brevard County Official Records Book 8774, Page 128-129, and attached here as Exhibit "C," may convey said parcel to COUNTY. Upon conveyance of said parcel to COUNTY, the Parties agree that said parcel will no longer be encumbered by any restrictive covenants or be subject to the Pioneer Points Owner's Association. It will not be subject to any assessments by said Owner's Association. As to the mutual cross easements, upon conveyance of said parcel to COUNTY, the "Easement "C"" in Covenants A, B, and C is modified in perpetuity as follows: Utility Easement "C" is modified to solely permit the Parties to Covenants A, B, and C access in, over and under said parcel in coordination with the utilities department of COUNTY in order to construct, operate and maintain any hook-ups to the lift station. All other rights to access is released and no longer encumbers the land encompassing Easement "C."

b. Facility Improvements within Easement "C." The Parties specifically release any and all rights, claims or interest that the Parties may have to any facility improvements that have been made within said Easement "C," as described in Brevard County Official Records Book 9050, Page 1079-1080 and Brevard County Official Records Book 8774, Page 128-129. The Release shall be effective upon the date the underlying land owner conveys the lift station facility improvement to the County by a Bill of Sale. The Parties agree that this release applies to, but is not limited to, the lift station constructed on Easement "C."

3. Grant of Easement to COUNTY over Easement "D," Clarification and Release of Rights. The Parties hereby agree to the following:

a. Pioneer Point, LLC a Florida Limited Liability Company, whose address is 3845 W. Eau Gallie Boulevard Suite 101, and Stephen Tanner and Sophia Mellos, husband and wife, whose address is 7628 Enon Church Road, The Plains, Virginia 20198, (collectively, the Grantor) hereby grant a perpetual non-exclusive easement to COUNTY, its successors and/or assigns, (the Grantee) over, under, upon, above and through the land area called Easement "D" as described in Brevard County Official Records Book 9050, Page 1081-1082, and Brevard County Official Records Book 8774, Page 130-131, and attached hereto as Exhibit "D," for public utility purposes, including but not limited to, a sanitary sewer force main. The easement includes the right of ingress and egress onto the easement area as may be necessary for the full use and enjoyment of Grantee of its easement area. The Grantor does covenant with the Grantee 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.

b. The Parties agree hereby that any and all rights of Parties in said Easement "D," as granted to or reserved to the Parties in Covenants A, B and C are *pari passu* with the easement of COUNTY, its successor and assigns, and the Parties shall retain full use and enjoyment of Easement "D." Notwithstanding the above, the Parties agree that they shall not make any improvements within Easement "D" which will conflict with or interfere with the County's facilities in the easement area, or the County's right of ingress and egress onto Easement "D" to access their facilities.

c. Facility Improvements within Easement "D." The Parties hereby specifically release any and all rights, claims or interest in said force main, as such is located in Easement "D" as described in Brevard County Official Records Book 9050, Page 1081-1082 and Brevard County Official Records Book 8774, Page 130-131. The Release shall be effective upon the date the underlying land owner conveys the facility improvement to the County by a Bill of Sale. The Parties agree that this release is limited to the force main constructed on Easement "D."

4. Grant of Ingress and Egress Easement to COUNTY over Easement "B," "E" and "F." The Parties hereby agree to the following:

a. Easement "B." Stephen Tanner and Sophia Mellos, husband and wife, whose address is 7628 Enon Church Road, The Plains, Virginia 20198, (collectively the Grantor) hereby grant a



perpetual non-exclusive easement to COUNTY, its successors and/or assigns, (the Grantee) through the land area called Easement "B" as described in Brevard County Official Records Book 9050, Page 1077-78, and Brevard County Official Records Book 8774, Page 126-127, and attached hereto as Exhibit "B" for ingress/egress purposes as may be necessary for the full use and enjoyment by COUNTY of its utilities. The Parties agree hereby that any and all rights of Parties in said Easement "B," as granted to or reserved to the Parties in Covenants A, B and C are *pari passu* with the easement of COUNTY, its successor and assigns, and the Parties shall retain full use and enjoyment of Easement "B." The Grantor does covenant with the Grantee 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.

b. Easement "E." Pioneer Point, LLC a Florida Limited Liability Company, whose address is 3845 W. Eau Gallie Boulevard Suite 101, (the Grantor) hereby grants a perpetual non-exclusive easement to COUNTY, its successors and/or assigns, (the Grantee) through the land area called Easement "E" as described in Brevard County Official Records Book 9050, Page 1084-85, and Brevard County Official Records Book 8774, Page 132-133, and attached hereto as Exhibit "E" for ingress/egress purposes as may be necessary for the full use and enjoyment by COUNTY of its utilities. The Parties agree hereby that any and all rights of Parties in said Easement "E," as granted to or reserved to the Parties in Covenants A, B and C are *pari passu* with the easement of COUNTY, its successor and assigns, and the Parties shall retain full use and enjoyment of Easement "E." The Grantor does covenant with the Grantee 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.

c. Easement "F." Hampton Manor of Merritt Island, LLC a Florida Limited Liability Company, whose address is 1906 Skyline Blvd, Cape Coral, Florida 33991, and Ivelsa, LLC, a California Limited Liability Company, whose address is 3825 Haven Avenue, Fremont California 94538, (collectively the Grantor) hereby grants a perpetual non-exclusive easement to COUNTY, its successors and/or assigns, (the Grantee) through the land area called Easement "F" as described in Brevard County Official Records Book 9050, Page 1085-86, and Brevard County Official Records Book 8774, Page 135-136, and attached hereto as Exhibit "F" for ingress/egress purposes as may be necessary for the full use and enjoyment by COUNTY of its utilities. The Parties agree hereby that any and all rights of Parties in said Easement "F," as granted to or reserved to the Parties in Covenants A, B and C are *pari passu* with the easement of COUNTY, its successor and assigns, and the Parties shall retain full use and enjoyment of Easement "F." The Grantor does covenant with the Grantee 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.

5. Amendment to Paragraph 14(g) and 12(g). The Parties agree that paragraph 14(g) of Covenant B, as said paragraph is recorded in Brevard County Official Records Book 9050, Page 1067, and paragraph 12(g) of Covenant A as said paragraph is recorded in Brevard County Official Records Book 8774, Page 111, is hereby amended to add the following sentences at the

end of paragraph 14(g) and 12(g): "Notwithstanding the foregoing, by separate conveyance, the Parties may convey real property or real property interests to governmental entities for public purposes. In such case, the Parties agree that by virtue of the conveyance, the governmental entity shall have a non-exclusive ingress/egress easement, right, license and privilege of passage and use, both pedestrian and vehicular, over, across and upon the ingress/egress easements "B," "D," "E" and "F", as applicable, in perpetuity for access to said the government's real property or real property interest. The Parties agree to ensure any said conveyance is recorded in the Brevard County official public records. Further, the Parties agree that any said conveyance of real property or a real property interest shall not make the governmental entity a Party to this Agreement or subject to the Pioneer Points Owner's Association."

6. Miscellaneous, General Provisions.

- (a) The covenants, easements, rights, obligations, and liabilities created hereby shall run with, and benefit and burden, the Parcels in Covenants A, B and C. The Amendment shall be binding upon, and inure to the benefit of the Parties and their respective successors and assigns.
- (b) This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.
- (c) No modifications of this Amendment shall be effective unless made in writing and duly executed by all Parties and holders of all Mortgages encumbering any Parcel.
- (d) This Amendment shall be governed by and construed in accordance with the laws of the State of Florida.
- (e) If any provision of this Amendment, or any portion thereof, or the application thereof to any person or circumstances, shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (f) Exhibits A, B, C, D, E and F are incorporated to this Agreement by this reference.

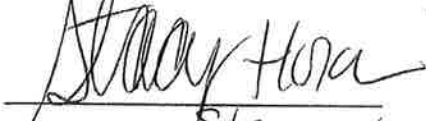
(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, PIONEER POINTE, LLC, by its duly authorized representatives, has caused this Amendment to be executed under seal as of the day and year first above written.

Witnesses:



PRINT NAME: Sonia Krasny



PRINT NAME: Stacy Horan

PIONEER POINTE, LLC

a Florida Limited Liability Company

BY: 

PRINT NAME: K. R. Welsh

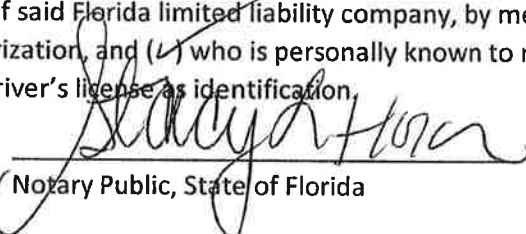
TITLE: Manager

(seal)

STATE OF FLORIDA  
COUNTY OF BREVARD

This instrument was ACKNOWLEDGED before me on February 25, 2022 by K. R. Walsh, Manager of Pioneer Pointe, LLC on behalf of said Florida limited liability company, by means of ☒ physical presence or ☐ online notarization, and ☒ who is personally known to me or ☐ produced a \_\_\_\_\_ driver's license as identification.

[SEAL]

  
Notary Public, State of Florida



Printed name of Notary Public

My Commission Expires: \_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

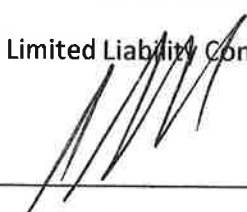
IN WITNESS WHEREOF, HAMPTON MANOR OF MERRITT ISLAND, LLC, by its duly authorized representatives, has caused this Amendment to be executed under seal as of the day and year first above written.

Witnesses:

  
PRINT NAME: Tyler Fairweather

  
PRINT NAME: Brittany Begley

HAMPTON MANOR OF MERRITT ISLAND LLC  
a Florida Limited Liability Company

BY: 

PRINT NAME: Shahid Imran

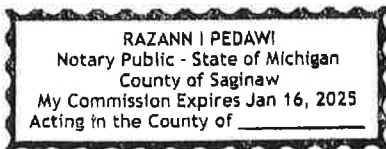
TITLE: Manager


(seal)

STATE OF ~~FLORIDA~~ Michigan  
COUNTY OF ~~BREVARD~~ Saginaw

This instrument was ACKNOWLEDGED before me on March 15, 20<sup>22</sup> by Shahid Imran, as Manager of Hampton Manor of Merritt Island, LLC, on behalf of said Florida limited liability company, by means of (☒) physical presence or (☐) online notarization, and ( ) who is personally known to me or (☒) produced a Driver license driver's license as identification.

[SEAL]



  
Notary Public, State of ~~Florida~~ Michigan  
Razzann I Pedawi  
Printed name of Notary Public

My Commission Expires: 1-16-2025

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, IVELSA, LLC, by its duly authorized representatives, has caused this Amendment to be executed under seal as of the day and year first above written.

Witnesses:

IVELSA, LLC

a California Limited Liability Company

Rajita  
PRINT NAME: RAJITA PROD VIVE

BY: [Signature]

PRINT NAME: Sampath Manda

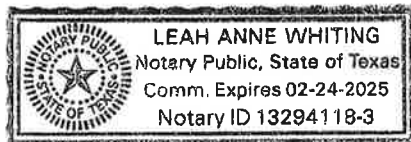
TITLE: Manager

(seal)

STATE OF TEXAS  
COUNTY OF Denton

This instrument was ACKNOWLEDGED before me on March 18, 2022 by Sampath Manda, Manager of Ivelsa, LLC, on behalf of said California Company, by means of (X) physical presence or ( ) online notarization, and ( ) who is personally known to me or (X) produced a Texas Driver's License as identification.

[SEAL]



Leah A. Whiting  
Notary Public, State of Texas

Leah A. Whiting  
Printed name of Notary Public

My Commission Expires: Feb. 24, 2025

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, STEPHEN TANNER has caused this Amendment to be executed under seal as of the day and year first above written.

Witnesses:

[Signature]

PRINT NAME: Matt Tanner

[Signature]

PRINT NAME: Cecilia Smith

STEPHEN TANNER

BY: [Signature]

PRINT NAME: Stephen Tanner

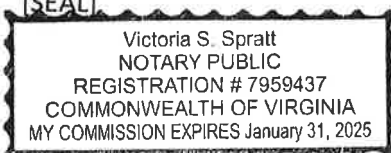
TITLE:

(seal)

STATE OF ~~FLORIDA~~ Virginia  
COUNTY OF ~~BREVARD~~ Fauquier

This instrument was ACKNOWLEDGED before me on March 22<sup>nd</sup>, 2022 by Stephen Tanner by means of (☒) physical presence or ( ) online notarization, and ( ) who is personally known to me or (☒) who has produced a Virginia driver's license as identification.

[SEAL]



[Signature]

Notary Public, State of ~~Florida~~ Virginia

Victoria Spratt

Printed name of Notary Public

My Commission Expires: 01/31/2025

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, SOPHIA MELLOS has caused this Amendment to be executed under seal as of the day and year first above written.

Witnesses:

Matt Tanner

PRINT NAME: Matt Tanner

Cecilia Smith

PRINT NAME: Cecilia Smith

SOPHIA MELLOS

BY: Sophia Mellos

PRINT NAME: Sophia Mellos

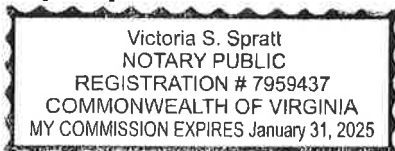
TITLE:

(seal)

STATE OF ~~FLORIDA~~ Virginia  
COUNTY OF ~~BREVARD~~ Fauquier

This instrument was ACKNOWLEDGED before me on March 22<sup>nd</sup>, 2022 by Sophia Mellos, by means of (☒) physical presence or ( ) online notarization, and ( ) who is personally known to me or (☒) who has produced a Virginia driver's license as identification.

[SEAL]



Victoria Spratt  
Notary Public, State of ~~Florida~~ Virginia


Victoria Spratt  
Printed name of Notary Public

My Commission Expires: 01/31/2025

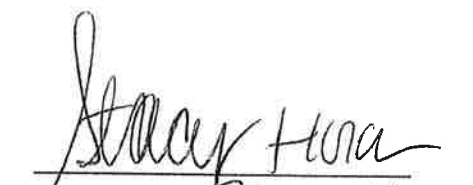
[SIGNATURES CONTINUE ON FOLLOWING PAGE]


IN WITNESS WHEREOF, PIONEER POINTE OWNERS ASSOCIATION, by its duly authorized representatives, has caused this Amendment to be executed under seal as of the day and year first above written.

Witnesses:

  
PRINT NAME: Sonia Kary

PIONEER POINTE OWNERS ASSOCIATION, INC.  
a Florida Corporation

  
PRINT NAME: Stacy Horan

BY:   
K.R. Welsh, President

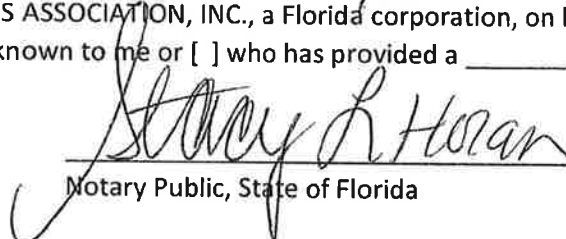
(seal)

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by means of (☒) physical presence or (☐) online notarization, this 25 day of February, 2022 by K. R. Welsh, as President for PIONEER POINTE OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the Corporation, [☐] who is personally known to me or [☐] who has provided a \_\_\_\_\_ driver's license as identification.

[SEAL]



  
Notary Public, State of Florida


Printed name of Notary Public

My Commission Expires: \_\_\_\_\_



IN WITNESS WHEREOF, to the extent of its interest in Pioneer Pointe, Lot 2, Block A, ADE 1000, LLC, by its duly authorized representatives, has caused this Amendment to be executed under seal as of the day and year first above written.

Witnesses:

  
PRINT NAME: Jonathan Goum

  
PRINT NAME: KENNETH LOVE

ADE 1000, LLC

a Georgia Limited Liability Company

BY: 

PRINT NAME: Shaan Hawkins

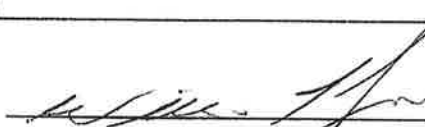
TITLE: Manager

(seal)

STATE OF Georgia  
COUNTY OF Cobb

This instrument was ACKNOWLEDGED before me on June 20, 2022 by Shaan Hawkins Manager of ADE 1000, LLC, on behalf of said Georgia Company, by means of ( ) physical presence or ( ) online notarization, and ( ) who is personally known to me or ( X ) produced a Georgia Drivers License as identification.



  
Notary Public, State of ~~Florida~~ Georgia

William J Lynch  
Printed name of Notary Public

My Commission Expires: 12-21-2024

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, to the extent of its interest in Pioneer Pointe, Lot 2, Block A, Twins Car Wash, LLC, by its duly authorized representatives, has caused this Amendment to be executed under seal as of the day and year first above written.

Witnesses:

Twins Car Wash, LLC

a Florida Limited Liability Company

*Steven Leone*  
PRINT NAME: Steven Leone

BY:

*Dan K. Brainard*  
PRINT NAME: DAN K. BRAINARD

TITLE: Manager

*Larry M. McCormick*  
PRINT NAME: Larry M. McCormick (seal)

STATE OF Florida  
COUNTY OF Broward

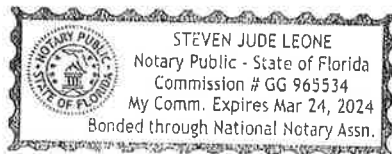
This instrument was ACKNOWLEDGED before me on June 28<sup>th</sup>, 2020 by DAN K. BRAINARD, Manager of Twins Car Wash, LLC, on behalf of said Florida Company, by means of ☒ physical presence or ( ) online notarization, and ( ) who is personally known to me or ☒ produced a FL ID as identification.

[SEAL]

*Steven Leone*  
Notary Public, State of Florida

Steven Leone  
Printed name of Notary Public

My Commission Expires: 3/24/2024



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACCEPTANCE OF EASEMENTS BY COUNTY:

In Witness Whereof, the COUNTY accepts the aforesaid easements as of the date approved by its Board of County Commissioners.

Signed, Sealed and delivered in the presence of:

ATTEST:



RACHEL SADOFF, CLERK

BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS



KRISTINE ZONKA, CHAIR

As approved by the Board on: 10/11/2022

**EXHIBIT A**

**JOINDER, CONSENT, AND SUBORDINATION**

The undersigned, BANCO DO BRASIL AMERCIAS ("Lender"), whose address is 1221 Brickell Avenue, Suite 2200, Miami, Florida, is the owner and holder of that certain Mortgage, Security Agreement and Financing Statement, as recorded in the Brevard County Official Public Records Book 9232, Page 1709 from Hampton Manor of Merritt Island LLC and Ivelsa, LLC in favor of Lender in the original principal amount of \$10,320,000.00, (as may be amended and assigned and together with any other security instruments executed in connection therewith, collectively, the "Mortgage"), and that certain Conditional Assignment of Rents, Leases and Revenues (hereinafter the Assignment) from Hampton Manor of Merritt Island LLC and Ivelsa, LLC in favor of Lender. Lender, as the owner and holder of the Mortgage and the Assignment, hereby joins in, consents to and subordinates the Mortgage and the Assignment to the terms and conditions of the following:

a) Amendment to Covenants and Mutual Cross Easement agreements, to which this Joinder, Consent and Subordination is an attachment, fully incorporated by this reference, and agrees that the lien, operation, and effect of the above described documents shall be, and is subordinated to said agreement.

Mortgagee agrees that the lien, operation, and effect of the above described Mortgage shall be, and is subordinated to said (a) and executes this Joinder and Consent solely as mortgagee under the mortgage, and shall have no liability in connection therewith.

(Signature Page Follows)

IN WITNESS WHEREOF, this Joinder, Consent and Subordination is executed by the undersigned this 1 day of APRIL, 2022.

Witnesses:

Name: MONICA RIBEIRO

Name: Samuel Aguiar

Lender

BANCO DO BRASIL AMERICAS

By: [Signature]

Name:

Title:

Brenner Cavalcante  
EVP, Chief Lending  
& Information Technology  
Officer

STATE OF FLORIDA  
COUNTY OF MIAMI DADE

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 1 day of April, 2022 by Brenner Cavalcante as EVP of Banco Do Brasil Americas and ☒ who is personally known to me or ☐ who has produced \_\_\_\_\_ as identification.

[SEAL]

[Signature]  
Notary Public, State of FLORIDA

MONICA RIBEIRO

Printed name of Notary Public

My Commission Expires



## EXHIBIT "B"

DocuSign Envelope ID: D98AF4FF-6F37-4815-B8B4-3C6513AF71CC

LEGAL DESCRIPTION

PARENT PARCEL ID# 24-36-14-00-536

PURPOSE: INGRESS-EGRESS EASEMENT

EASEMENT "B"

## EXHIBIT

SHEET 1 OF 2

NOT A SURVEY

NOT VALID WITHOUT SHEET 2 OF 2

LEGAL DESCRIPTION: EASEMENT "B" (PREPARED BY SURVEYOR)

A parcel of land lying in Section 14, Township 24 South, Range 36 East, Brevard County, Florida and being more particularly described as follows: Commence at the intersection of the South right-of-way line of Pioneer Road, a 60 foot wide Public right-of-way, with the Easterly right-of-way of North Courtenay Parkway (State Road No. 3); a 100 foot wide Public right-of-way; thence run N 89°49'42" E along the said South right-of-way line of Pioneer Road a distance of 203.10 feet to the Point of Beginning of the herein described parcel; thence continue N 89°49'42" E along said South right-of-way line 15.91 feet; thence S 00°10'18" E 129.09 feet to a non-tangent intersection with a circular curve concave to the Northwest and having for its elements a radius of 49.00 feet, a chord bearing of S 71°37'04" W and a chord of 30.63 feet; thence run Southwesterly along the arc of said curve through a central angle of 36°25'16" an arc distance of 31.15 feet to a point of tangency; thence S 89°49'42" W 107.32 feet to a point of tangency of a circular curve concave to the Southeast and having a radius of 25.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 99°02'53" an arc distance of 43.22 feet to a point of tangency; thence S 09°13'11" E 28.71 feet; thence S 80°48'49" W 24.00 feet; thence N 09°13'11" W 28.71 feet to a point of curvature of a circular curve concave to the Southeast and having a radius of 49.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 99°02'53" an arc distance of 84.71 feet to a point of tangency; thence N 89°49'42" E 107.32 feet to a point of curvature of a circular curve concave to the Northwest and having a radius of 25.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 109°19'49" an arc distance of 47.70 feet to a point of tangency; thence N 19°30'08" W 7.03 feet to a point of curvature of a circular curve concave to the East and having a radius of 74.00 feet; thence run Northerly along the arc of said curve through a central angle of 19°19'49" an arc distance of 24.97 feet to a point of tangency; thence N 00°10'18" W 34.18 feet to a point of curvature of a circular curve concave to the Southwest having and having a radius of 35.00 feet; thence run Northwesterly along the arc of said curve through a central angle of 27°20'39" an arc distance 16.70 feet to the Point of Beginning. Containing 6611 square feet more or less.

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE S R/W LINE OF PIONEER ROAD BEING N89°49'42"E AS PER ASSUMED DATUM (SEE SKETCH)

2. THIS SKETCH AND DESCRIPTION CONTAINS TWO SHEETS. EACH SHEET IS NOT FULL OR COMPLETE WITHOUT THE OTHER.

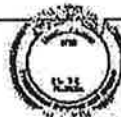
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, WHICH CAN BE FOUND ON SHEET 1 OF 2.

4. THE SKETCH WAS PREPARED WITH THE BENEFIT OF FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT ORDER No. 7839986, DATED 8/8/2019. THE AFOREMENTIONED TITLE COMMITMENT DOES NOT CONTAIN ANY PLOTTABLE EASEMENTS.

LEGEND:

BRG = BEARING  
C/L = CENTERLINE  
ESMT = EASEMENT  
P.B. = PLAT BOOK  
PC = POINT OF CURVATURE  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
PT = POINT OF TANGENCY  
REF = REFERENCE  
R/W = RIGHT OF WAY

PREPARED FOR AND CERTIFIED TO:  
SOUTHGATE INVESTMENTS, INC.



DocuSigned by

Joel Seymour

583B44E845904DE

PREPARED BY: **Kane Surveying, Inc.**

FLORIDA LICENSED BUSINESS No. LB 7838  
505 DISTRIBUTION DRIVE  
MELBOURNE, FLORIDA 32904  
(321) 876-0427 FAX (321) 984-1448

JOEL A. SEYMOUR, LS 6133  
FLORIDA PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

DRAWN BY: JAS	PROJECT NO. JS137	DESCRIPTION	DATE: 12/10/19	REVISIONS:	SECTION 14
DATE: 12/10/19	14-24-36/SB_PIO_ESMT				TOWNSHIP 24 SOUTH
					RANGE 36 EAST



## EXHIBIT "C"

DocuSign Envelope ID: D98AF4FF-8F37-4615-B0B4-3C8513AF71CC

LEGAL DESCRIPTION

PARENT PARCEL ID# 24-36-14-00-536

PURPOSE: UTILITY EASEMENT

EASEMENT "C"

## EXHIBIT

SHEET 1 OF 2

NOT A SURVEY

NOT VALID WITHOUT SHEET 2 OF 2

LEGAL DESCRIPTION: EASEMENT "C" (PREPARED BY SURVEYOR)

A parcel of land lying in Section 14, Township 24 South, Range 36 East, Brevard County, Florida and being more particularly described as follows: Commence at the intersection of the South right-of-way line of Pioneer Road, a 60 foot wide Public right-of-way, with the Easterly right-of-way of North Courtenay Parkway (State Road No. 3), a 100 foot wide Public right-of-way; thence run N 89°49'42" E along the said South right-of-way line of Pioneer Road a distance of 246.01 feet; thence S 00°10'18" E 156.48 feet to the Point of Beginning of the herein described parcel; thence continue S 00°10'18" E 30.00 feet; thence S 89°49'42" W 30.00 feet; thence N 00°10'18" W 30.00 feet; thence N 89°49'42" E 30.00 feet to the Point of Beginning. Containing 900 square feet more or less.

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE S R/W LINE OF PIONEER ROAD BEING N89°49'42"E AS PER ASSUMED DATUM (SEE SKETCH)
2. THIS SKETCH AND DESCRIPTION CONTAINS TWO SHEETS. EACH SHEET IS NOT FULL OR COMPLETE WITHOUT THE OTHER.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER WHICH CAN BE FOUND ON SHEET 1 OF 2.
4. THE SKETCH WAS PREPARED WITH THE BENEFIT OF FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT ORDER No. 7839988, DATED 8/8/2019. THE AFOREMENTIONED TITLE COMMITMENT DOES NOT CONTAIN ANY PLOTTABLE EASEMENTS.

LEGEND:

BRG = BEARING  
 C/L = CENTERLINE  
 ESMT = EASEMENT  
 P.B. = PLAT BOOK  
 PC = POINT OF CURVATURE  
 POB = POINT OF BEGINNING  
 POC = POINT OF COMMENCEMENT  
 PT = POINT OF TANGENCY  
 REF = REFERENCE  
 R/W = RIGHT OF WAY

PREPARED FOR AND CERTIFIED TO:  
 SOUTHGATE INVESTMENTS, INC.



DocuSigned by:

*Joel Seymour*  
 683844ED045004DE

PREPARED BY: **Kane Surveying, Inc.**

FLORIDA LICENSED BUSINESS No. LB 7838  
 505 DISTRIBUTION DRIVE  
 MELBOURNE, FLORIDA 32904  
 (321) 676-0427 FAX (321) 984-1448

JOEL A. SEYMOUR, LS 6133  
 FLORIDA PROFESSIONAL SURVEYOR & MAPPER  
 NOT VALID UNLESS SIGNED AND SEALED

DRAWN BY: JAS	PROJECT NO. 35137	DESCRIPTION	DATE: 12/10/19	REVISIONS:	SECTION 14
DATE: 12/10/19	14-24-J6/SB_PIO_ESMT				TOWNSHIP 24 SOUTH
					RANGE 36 EAST



DocuSign Envelope ID: D98AF4FF-6F37-4615-B6B4-3C8513AF71CC

**SKETCH OF DESCRIPTION  
EASEMENT "C"**

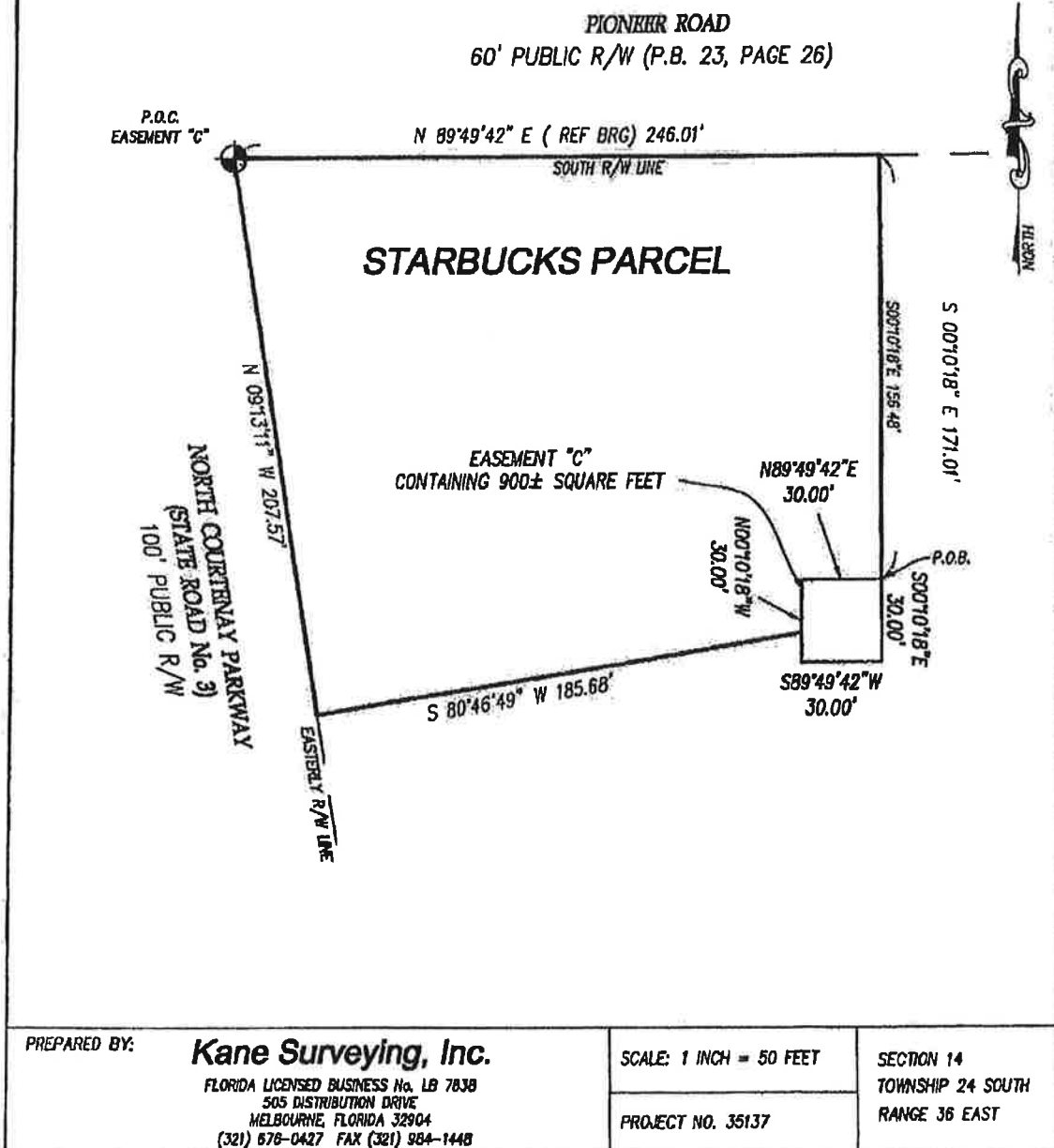
PARENT PARCEL ID# 24-36-14-00-536  
PURPOSE: UTILITY EASEMENT

**EXHIBIT**

**SHEET 2 OF 2**

**NOT A SURVEY**

NOT VALID WITHOUT SHEET 1 OF 2



## EXHIBIT "D"

DocuSign Envelope ID: D98AF4FF-8F37-4815-B6B4-3C6513AF71CC

LEGAL DESCRIPTION

PARENT PARCEL ID# 24-36-14-00-536

PURPOSE: UTILITY EASEMENT

EASEMENT "D"

## EXHIBIT

SHEET 1 OF 2

NOT A SURVEY

NOT VALID WITHOUT SHEET 2 OF 2

LEGAL DESCRIPTION: EASEMENT "D" (PREPARED BY SURVEYOR)

A parcel of land lying in Section 14, Township 24 South, Range 36 East, Brevard County, Florida and being more particularly described as follows: Begin at the intersection of the South right-of-way line of Pioneer Road, a 60 foot wide Public right-of-way, with the Easterly right-of-way of North Courtenay Parkway (State Road No. 3), a 100 foot wide Public right-of-way; thence run N 89°49'42" E along the said South right-of-way line of Pioneer Road a distance of 246.01 feet; thence S 00°10'18" E 171.01 feet thence S 80°46'49" W 30.38 feet to the Point of Beginning of the herein described parcel; thence S 00°10'18" E 9.66 feet to a non-tangent intersection with a circular curve concave to the Northwest having for its elements a radius of 35.00 feet, a chord bearing of S 68°54'38" W and a chord of 14.40 feet; thence run Southwesterly along the arc of said curve through a central angle of 23°44'21" an arc distance of 14.50 feet to a point of tangency; thence S 80°46'49" W 170.07 feet to the intersection with the Easterly right-of-way line of North Courtenay Parkway (State Road No. 3), a 100 foot wide Public right-of-way, as presently occupied; thence N 09°13'11" W along said Easterly right-of-way line 15.00 feet; thence N 80°46'49" E 170.07 feet to a point of curvature of a circular curve concave to the Northwest having a radius of 20.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 41°42'33", an arc distance of 14.56 feet to a non-tangent intersection; thence S 89°16'46" E 3.46 feet; thence S 00°10'18" E 7.06 feet to the Point of Beginning. Containing 2796 square feet more or less.

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE S R/W LINE OF PIONEER ROAD BEING N89°49'42"E AS PER ASSUMED DATUM (SEE SKETCH)
2. THIS SKETCH AND DESCRIPTION CONTAINS TWO SHEETS. EACH SHEET IS NOT FULL OR COMPLETE WITHOUT THE OTHER.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER WHICH CAN BE FOUND ON SHEET 1 OF 2.
4. THE SKETCH WAS PREPARED WITH THE BENEFIT OF FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT ORDER No. 7839986, DATED 8/8/2019. THE AFOREMENTIONED TITLE COMMITMENT DOES NOT CONTAIN ANY PLOTTABLE EASEMENTS.

LEGEND:

BRG = BEARING  
C/L = CENTERLINE  
ESMT = EASEMENT  
P.B. = PLAT BOOK  
PC = POINT OF CURVATURE  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
PT = POINT OF TANGENCY  
REF = REFERENCE  
R/W = RIGHT OF WAY

PREPARED FOR AND CERTIFIED TO:  
SOUTHGATE INVESTMENTS, INC.



DocuSigned by:

Joel Seymour

563B44E945904DE

PREPARED BY: **Kane Surveying, Inc.**

FLORIDA LICENSED BUSINESS No. LB 7838  
505 DISTRIBUTION DRIVE  
MELBOURNE, FLORIDA 32904  
(321) 676-0427 FAX (321) 984-1448

JOEL A. SEYMOUR, LS 61133  
FLORIDA PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

DRAWN BY: JAS	PROJECT NO. 35137	DESCRIPTION	DATE: 12/10/19	REVISIONS:	SECTION 14
DATE: 1/7/2020	14-24-36/SB_PIO_ESMT				TOWNSHIP 24 SOUTH
					RANGE 36 EAST

DocuSign Envelope ID: D98AF4FF-6F37-4815-B8B4-3C8513AF71CC

**SKETCH OF DESCRIPTION  
EASEMENT "D"**

PARENT PARCEL ID# 24-36-14-00-536

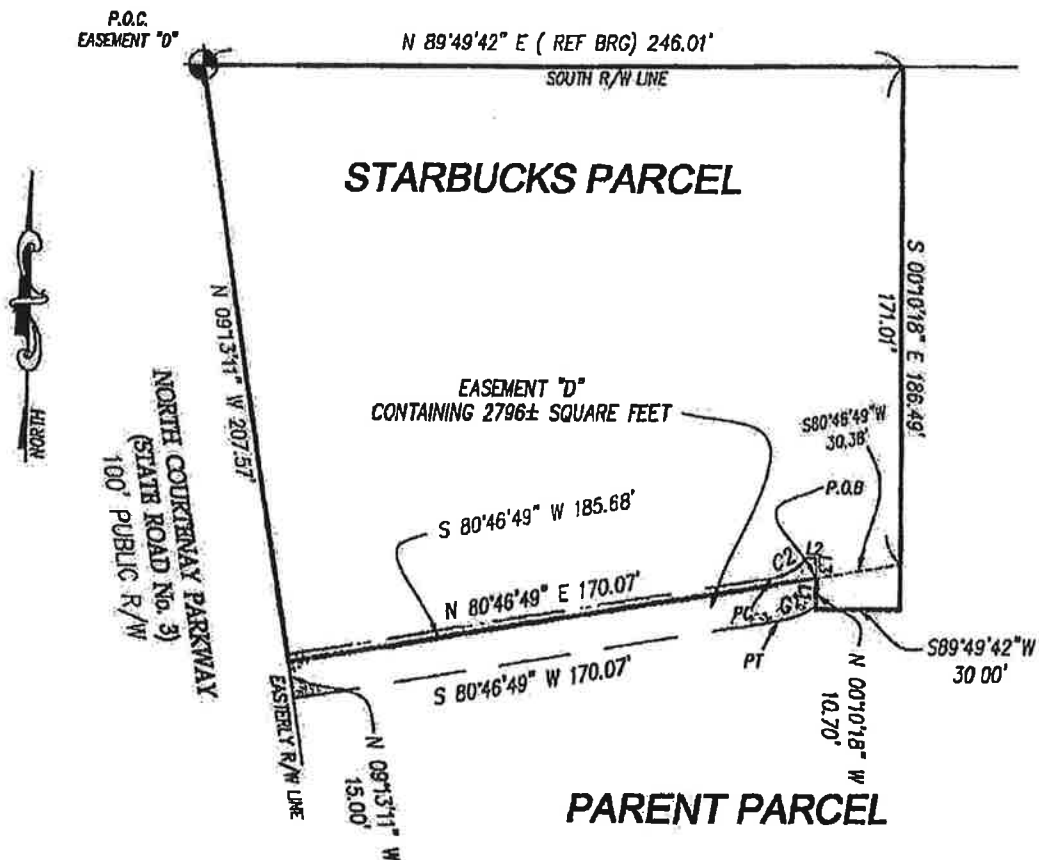
PURPOSE: UTILITY EASEMENT

**EXHIBIT****SHEET 2 OF 2****NOT A SURVEY**

NOT VALID WITHOUT SHEET 1 OF 2

**PIONEER ROAD**

60' PUBLIC R/W (P.B. 23, PAGE 26)



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°10'18"E	9.66'
L2	S89°16'48"E	3.46'
L3	S00°10'18"E	7.06'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	14.50'	33.00'	23°44'21"	14.40'	S88°54'38"W
C2	14.56'	20.00'	41°42'33"	14.24'	N59°55'32"E

PREPARED BY:

**Kane Surveying, Inc.**

FLORIDA LICENSED BUSINESS No. LB 7838  
 505 DISTRIBUTION DRIVE  
 MELBOURNE, FLORIDA 32904  
 (321) 676-0427 FAX (321) 984-1448

SCALE: 1 INCH = 50 FEET

PROJECT NO. 35137

SECTION 14  
 TOWNSHIP 24 SOUTH  
 RANGE 36 EAST

## EXHIBIT "E"

DocuSign Envelope ID: D88AF4FF-8F37-4615-B8B4-3C8513AF71CC

LEGAL DESCRIPTION

PARENT PARCEL ID# 24-36-14-00-536

PURPOSE: INGRESS-EGRESS EASEMENT

EASEMENT "E"

## EXHIBIT

SHEET 1 OF 2

NOT A SURVEY

NOT VALID WITHOUT SHEET 2 OF 2

LEGAL DESCRIPTION: EASEMENT "E" (PREPARED BY SURVEYOR)

A parcel of land lying in Section 14, Township 24 South, Range 36 East, Brevard County, Florida and being more particularly described as follows: Commence at the intersection of the South right-of-way line of Pioneer Road, a 60 foot wide Public right-of-way, with the Easterly right-of-way of North Courtenay Parkway (State Road No. 3), a 100 foot wide Public right-of-way; thence run N 89°49'42" E along the said South right-of-way line of Pioneer Road a distance of 246.01 feet; thence S 00°10'18" E 186.49 feet; thence S 89°49'42" W 30.00 feet; thence N 00°10'18" W 10.70 feet; thence S 80°46'49" W 117.68 feet to the Point of Beginning of the herein described parcel; thence S 09°13'11" E 250.95 feet; thence S 80°46'49" W 68.00 feet to the said Easterly right-of-way line of North Courtenay Parkway (State Road No. 3); thence N 09°13'11" W along said Easterly right-of-way line 250.95 feet; thence N 80°46'49" E 68.00 feet to the Point of Beginning. Containing 17,064 square feet more or less.

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE S R/W LINE OF PIONEER ROAD BEING N89°49'42"E AS PER ASSUMED DATUM (SEE SKETCH)
2. THIS SKETCH AND DESCRIPTION CONTAINS TWO SHEETS. EACH SHEET IS NOT FULL OR COMPLETE WITHOUT THE OTHER.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER WHICH CAN BE FOUND ON SHEET 1 OF 2.
4. THE SKETCH WAS PREPARED WITH THE BENEFIT OF FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT ORDER No. 7839986, DATED 8/8/2019. THE AFOREMENTIONED TITLE COMMITMENT DOES NOT CONTAIN ANY PLOTTABLE EASEMENTS.

LEGEND:

BRG = BEARING  
C/L = CENTERLINE  
ESMT = EASEMENT  
P.B. = PLAT BOOK  
PC = POINT OF CURVATURE  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
PT = POINT OF TANGENCY  
REF = REFERENCE  
R/W = RIGHT OF WAY

PREPARED FOR AND CERTIFIED TO:  
SOUTHGATE INVESTMENTS, INC.

Designed by:



Joel Seymour  
583844ED45904DE

JOEL A. SEYMOUR, LS 6133  
FLORIDA PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: **Kane Surveying, Inc.**

FLORIDA LICENSED BUSINESS No. LB 7838  
505 DISTRIBUTION DRIVE  
MELBOURNE, FLORIDA 32904  
(321) 676-0427 FAX (321) 984-1448

DRAWN BY: JAS	PROJECT NO. 35137	DESCRIPTION	DATE: 12/10/19	REVISIONS:	SECTION 14
DATE: 1/7/2020	14-24-J6/SB_PIO_ESMT				TOWNSHIP 24 SOUTH
					RANGE 36 EAST

DocuSign Envelope ID: D98AF4FF-8F37-4616-86B4-3C8513AF71CC

# SKETCH OF DESCRIPTION EASEMENT "E"

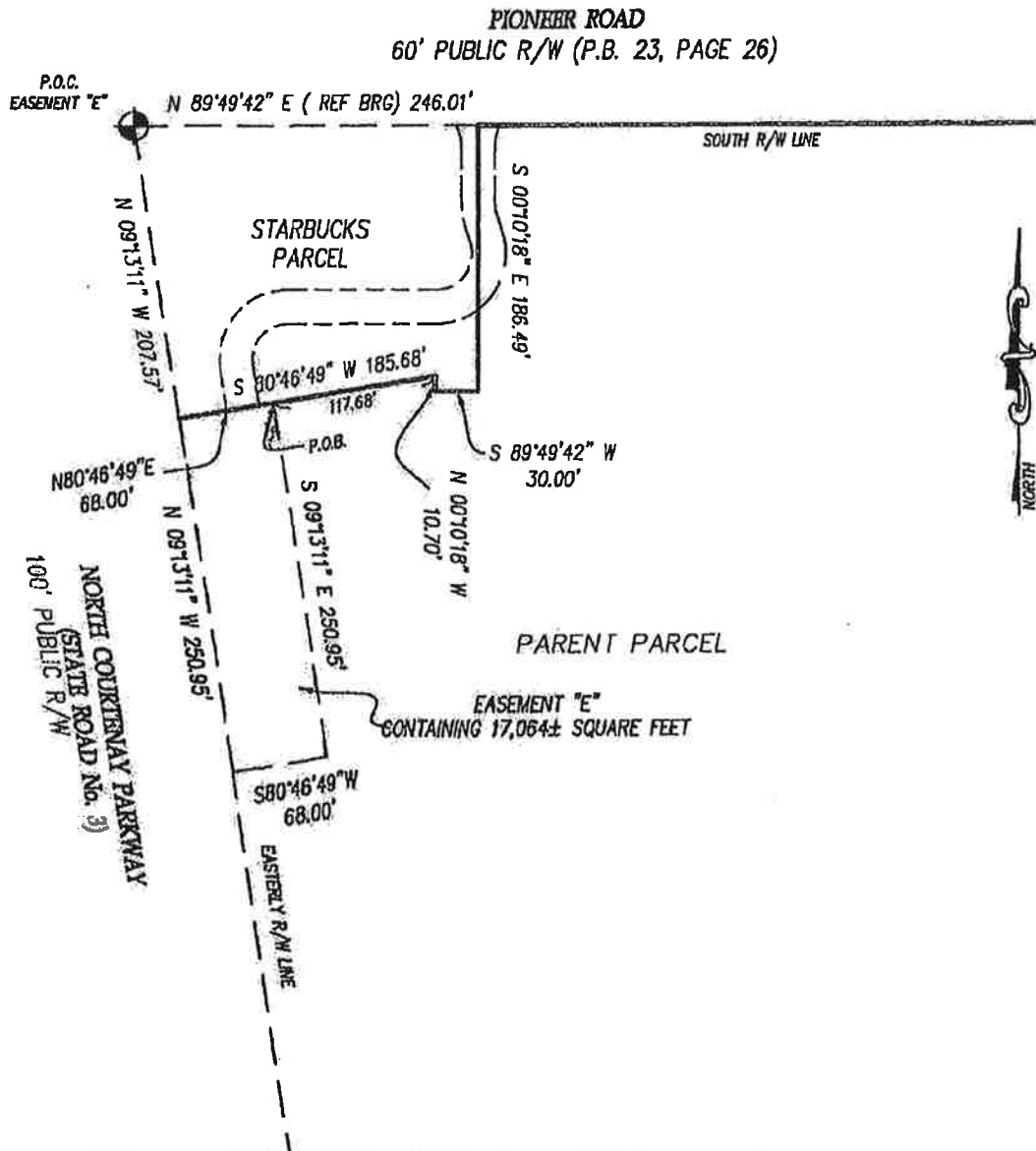
PARENT PARCEL ID# 24-36-14-00-536  
PURPOSE: INGRESS-EGRESS EASEMENT

EXHIBIT

SHEET 2 OF 2

NOT A SURVEY

NOT VALID WITHOUT SHEET 1 OF 2



PREPARED BY:

**Kane Surveying, Inc.**

FLORIDA LICENSED BUSINESS No. LB 7838  
505 DISTRIBUTION DRIVE  
MELBOURNE, FLORIDA 32904  
(321) 676-0427 FAX (321) 984-1448

SCALE: 1 INCH = 100 FEET

PROJECT NO. 35137

SECTION 14  
TOWNSHIP 24 SOUTH  
RANGE 36 EAST

## EXHIBIT "F"

DocuSign Envelope ID: D98AF4FF-5F37-4615-B6B4-3C6513AF71CC

LEGAL DESCRIPTION

PARENT PARCEL ID# 24-36-14-00-536

PURPOSE: INGRESS-EGRESS EASEMENT

EASEMENT "F"

## EXHIBIT

SHEET 1 OF 2

NOT A SURVEY

NOT VALID WITHOUT SHEET 2 OF 2

LEGAL DESCRIPTION: EASEMENT "F" (PREPARED BY SURVEYOR)

A parcel of land lying in Section 14, Township 24 South, Range 36 East, Brevard County, Florida and being more particularly described as follows: Commence at the intersection of the South right-of-way line of Pioneer Road, a 60 foot wide Public right-of-way, with the Easterly right-of-way of North Courtenay Parkway (State Road No. 3), a 100 foot wide Public right-of-way; thence run N 89°49'42" E along the said South right-of-way line of Pioneer Road a distance of 246.01 feet to the Point of Beginning of the herein described parcel; thence continue N 89°49'42" E along said South right-of-way line 15.73 feet to a non-tangent intersection with a circular curve concave to the Southeast and having for its elements a radius of 35.00 feet, a chord bearing of S 13°10'07" W and a chord of 16.15 feet; thence run Southerly along the arc of said curve through a central angle of 26°40'50" an arc distance of 16.30 feet to a point of tangency; thence S 00°10'18" E 34.54 feet to a point of curvature of a circular curve concave to the Northeast and having a radius of 50.00 feet; thence run Southeasterly along the arc of said curve through a central angle of 19°19'49" and arc distance of 16.87 feet to a point of tangency; thence S 19°30'08" E 7.03 feet to a point of curvature of a circular curve concave to the West and having a radius of 49.00 feet; thence run Southerly along the arc of said curve through a central angle of 72°54'34" an arc distance of 62.35 feet to a non-tangent intersection; thence N 00°10'18" W 129.09 feet to the Point of Beginning. Containing 1799 square feet more or less.

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE S R/W LINE OF PIONEER ROAD BEING N89°49'42"E AS PER ASSUMED DATUM (SEE SKETCH)
2. THIS SKETCH AND DESCRIPTION CONTAINS TWO SHEETS. EACH SHEET IS NOT FULL OR COMPLETE WITHOUT THE OTHER
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER WHICH CAN BE FOUND ON SHEET 1 OF 2.
4. THE SKETCH WAS PREPARED WITH THE BENEFIT OF FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT ORDER No. 7839986, DATED 8/8/2019. THE AFOREMENTIONED TITLE COMMITMENT DOES NOT CONTAIN ANY PLOTTABLE EASEMENTS.

LEGEND:

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 POC = POINT OF COMMENCEMENT  
 PT = POINT OF TANGENCY  
 REF = REFERENCE  
 R/W = RIGHT OF WAY

PREPARED FOR AND CERTIFIED TO:  
 SOUTHGATE INVESTMENTS, INC.



DocuSigned by:

Joel Seymour

593844E946DDADE

JOEL A. SEYMOUR, LS 6133  
 FLORIDA PROFESSIONAL SURVEYOR & MAPPER  
 NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: **Kane Surveying, Inc.**

FLORIDA LICENSED BUSINESS No. LB 7838  
 505 DISTRIBUTION DRIVE  
 MELBOURNE, FLORIDA 32804  
 (321) 676-0427 FAX (321) 884-1448

DRAWN BY: JAS	PROJECT NO. 35137	DESCRIPTION	DATE: 12/10/19	REVISIONS:	SECTION 14
DATE: 12/10/19	14-24-36/SB_PIO_ESMT				TOWNSHIP 24 SOUTH
					RANGE 36 EAST

DocuSign Envelope ID: D98AF4FF-6F37-4B15-B8B4-3C8513AF71CC

# SKETCH OF DESCRIPTION EASEMENT "F"

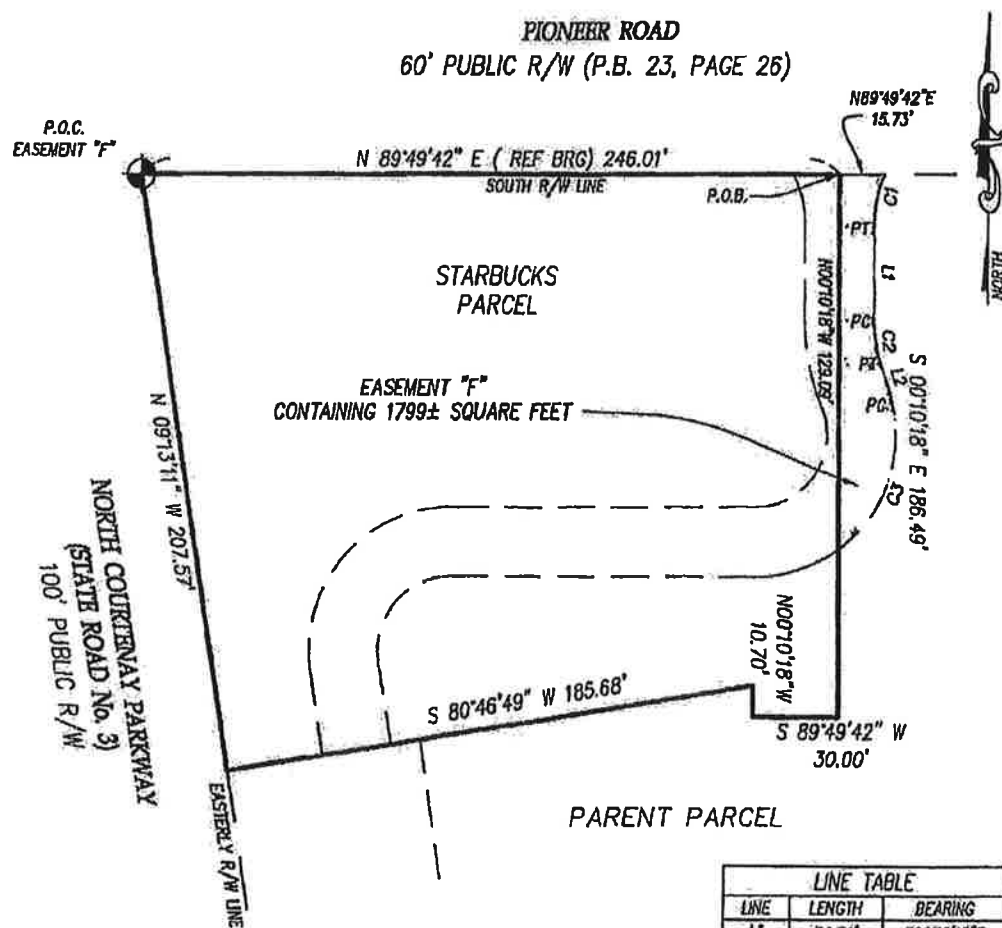
PARENT PARCEL ID# 24-36-14-00-536  
PURPOSE: INGRESS-EGRESS EASEMENT

EXHIBIT

SHEET 2 OF 2

NOT A SURVEY

NOT VALID WITHOUT SHEET 1 OF 2



LINE TABLE		
LINE	LENGTH	BEARING
L1	34.54'	S00°10'18"E
L2	7.03'	S18°30'08"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	16.30'	35.00'	26°40'50"	16.15'	S13°10'07"W
C2	16.87'	50.00'	19°19'49"	16.79'	S09°50'13"E
C3	62.35'	49.00'	72°54'34"	58.23'	S16°57'09"W

PREPARED BY:

**Kane Surveying, Inc.**

FLORIDA LICENSED BUSINESS No. LB 7838  
505 DISTRIBUTION DRIVE  
MELBOURNE, FLORIDA 32904  
(321) 676-0427 FAX (321) 984-1448

SCALE: 1 INCH = 50 FEET

PROJECT NO. 35137

SECTION 14

TOWNSHIP 24 SOUTH

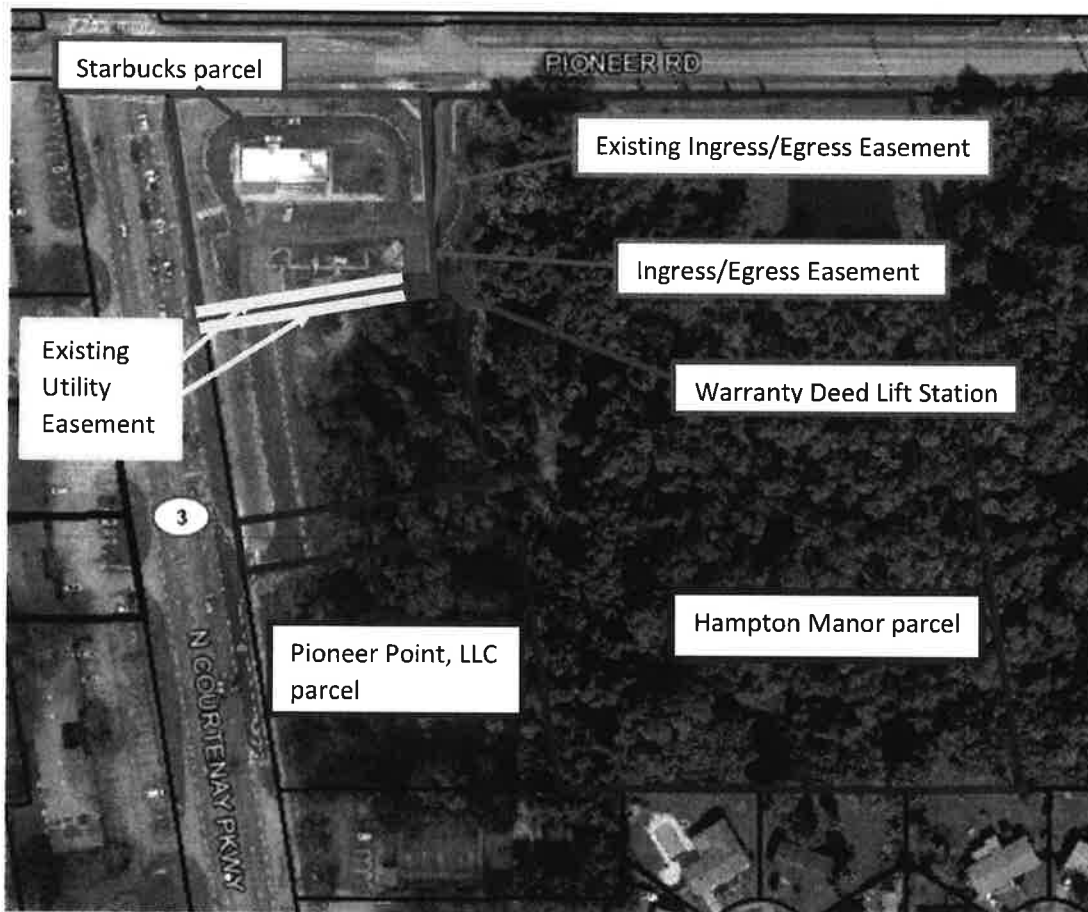
RANGE 36 EAST

## LOCATION MAP

**Section 14, Township 24 South, Range 36 East - District: 2**

**PROPERTY LOCATION:** Parcel is located southeast of the intersection of North Courtenay Parkway and Pioneer Road in Merritt Island.

**OWNERS NAME(S):** Starbucks Island Partners, LLC







# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.12.

10/11/2022

### Subject:

Adopt Resolution and Release Performance Bond: Sendero Cove and Sierra Cove at Addison Village, Phases 4 & 5 - District 4

Developer: The Viera Company

### Fiscal Impact:

None

### Dept/Office:

Public Works/Engineering

### Requested Action:

In accordance with Section 62-2844(b), it is requested that the Board of County Commissioners adopt the attached Resolution and authorize the Chair to sign the Resolution releasing the Contract and Surety Performance Bond dated August 24, 2021 for the above referenced project.

### Summary Explanation and Background:

The Sendero Cove and Sierra Cove at Addison Village, Phases 4 & 5 subdivision is located within the Viera Development of Regional Impact (DRI), on the south side of Casare Drive north of Pineda Boulevard and west of Paragrass Avenue. The proposed subdivision contains 115 units on 51.94 acres.

The Sendero Cove and Sierra Cove at Addison Village, Phases 4 & 5 subdivision received preliminary plat and final engineering plans on October 1, 2018, and final plat and contract approval on August 24, 2021. The developer posted a Surety Performance Bond for guarantee of the completion of the infrastructure improvements according to the approved plans.

Per Section 62-2809(b)(2), "Construction after final plat recordation: ...the applicant shall provide security required in Section 62-2844 for the performance of such construction..." Section 62-2844(a) states: "An applicant shall be required to secure its performance security of the construction required under this article by a surety bond, letter of credit, savings account, certificate of deposit or execution of a tri-party escrow agreement. Such security shall not be required if a certificate of completion has been issued for all the subdivision improvements prior to final plat recordation." Because the applicant chose to plat the subdivision prior to completion of construction, the applicant entered into Contract with the Board and posted a Surety Performance Bond to guarantee the completion of the infrastructure improvements according to the approved plans.

As of August 15 and 25, 2022 (respectively), the Sendero Cove and Sierra Cove at Addison Village, Phases 4 & 5 subdivision plat infrastructure improvements have been completed and we are in receipt of a two-year

maintenance bond.

Reference: 18SD00010, 21FM00009

Contact: Christine Verrett, Special Projects Coordinator III, Extension 58328

**Clerk to the Board Instructions:**

Please forward the Board action to the Public Works Department and provide 2 originals of the Resolution.

## RESOLUTION 22-

WHEREAS, the Board of County Commissioners of Brevard County, Florida and The Viera Company entered into a contract to guarantee the construction of improvements on property commonly known as Sendero Cove and Sierra Cove at Addison Village, Phases 4 & 5 subdivision.

WHEREAS, by execution of the Contract, the Board of County Commissioners of Brevard County, Florida agreed to accept said improvements for public use at such time as said improvements were satisfactorily completed; and

WHEREAS, The Viera Company completed all of the infrastructure improvements and has requested that the executed contract approved on August 24, 2021 be released and release of all undisbursed funds referenced in the Contract hereinabove described.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Brevard County, Florida that:

1. The Board of County Commissioners of Brevard County, Florida hereby acknowledges that there is satisfactory completion of all improvements to that certain real property commonly known as Sendero Cove and Sierra Cove at Addison Village, Phases 4 & 5 subdivision.
2. The Board of County Commissioners of Brevard County, Florida hereby releases the contract and performance bond executed on August 24, 2021.
3. This Resolution shall take effect immediately upon adoption.

DONE, ORDERED, AND ADOPTED in Regular Session the 11<sup>th</sup> day of October, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Rachel Sadoff, Clerk of the Court

By: \_\_\_\_\_  
Kristine Zonka, Chair  
As approved by the Board on October 11, 2022