

Meeting Date
December 05, 2017



AGENDA	
Section	PUBLIC HEARING
Item No.	IV.A.

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Petition to Vacate Re: Part of 50.0 ft. Wide, Unopened Public Right-of-Way – Moore Avenue – “Grandview Park” – Merritt Island – Mark Brewer and William and Shirley Kidd – District 2 (Fiscal Impact: \$640.00 Vacating Application Fee Paid by Petitioner)
DEPT/OFFICE	Public Works Department – Surveying Section

Requested Action:

It is requested that the Board of County Commissioners (BOCC) conduct a public hearing to consider the partial vacating of the 50.0 ft. wide, unopened public right-of-way of Moore Avenue, “Grandview Park” in Section 02, Township 25 South, Range 36 East. If approved, it is requested that the Board authorize the Chairman to sign the attached Resolution approving the vacating.

Summary Explanation & Background:

Florida Statutes, Section 336.09 and Brevard County Article II, Section 86-36, provide a method to the Board of County Commissioners to vacate and abandon unused rights-of-way and easements.

The petitioners own the adjoining lots and are requesting the partial vacating of the right-of-way to provide for enhanced security, improve maintenance and advance the general aesthetics of the neighborhood and if the petition is adopted the petitioners will convey replacement utility easements to the City of Cocoa for waterline maintenance. Also note the Board has previously approved the vacating of the West 25.0 ft. of Moore Avenue and two other partial right-of-way vacatings in this plat. The right-of-way to be vacated contains 0.158 acres or 6,900 square feet, more or less.

November 17, 2017, the legal notice was advertised in Florida TODAY informing the public of the date a public hearing would be held to consider the vacating.

All pertinent county agencies and public utility companies have been notified. At this time, no objections have been received. The property is located on Merritt Island as follows: Begin at the intersection of S.R. No. 520 (Merritt Island Causeway) and S.R. No. 3 (South Tropical Trail); thence 0.98 miles south along South Tropical Trail; thence 0.05 miles west along Moore Avenue to the east end of the right-of-way parcel to be vacated.

Fiscal Impact: The petitioners are charged \$640 for processing, advertising, and recording costs associated with the vacating of a county right-of-way or easement. These fees are deposited in Fund 0002-30265 revenue account for vacatings.

Name: Marc.Cazessus@brevardcounty.us Phone: Ext. 57315

Exhibits Attached: Resolution, Appraisers detail sheet, vicinity map, aerial map, plat (if applicable), petitioner’s deed, boundary survey (if available), boundary survey (right-of-way vacating) or sketch and description (easement Vacating), comment summary sheet and legal notice of public hearing advertisement.

Clerk to the Board instruction: Advertise Approved Resolution Notice and Record Vacating Resolution Documents (as one, resolution type document which in sequence includes the approved/signed resolution, the proof of publication of the public hearing notice and the proof of publication of the adopted resolution notice).

Contract / Agreement (If attached):	Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
--	------------------------------------	-----	--------------------------	----	--------------------------	----	--------------------------

County Manager Frank Abbate	Assistant County Manager John P. Denninghoff	Department Director / Extension Andrew J. Holmes, P.E. / Ext. 57202
	Interim Assistant County Manager Jim Liesenfelt	



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

December 21, 2017

MEMORANDUM

TO: Andrew Holmes, Public Works Director Attn: Marc Cazessüs

RE: Advertising Bills for Resolution Vacating Part of 50.0 Foot Wide, Unopened Public Right-of-Way on Moore Avenue in Grandview Park, Merritt Island

Enclosed for your necessary action are copies of the advertising bills for Resolution No. 17-243, vacating part of 50.0 foot wide, unopened public right-of-way on Moore Avenue in Grandview Park, Merritt Island, as petitioned by Mark Brewer and William and Shirley Kidd. Said Resolution was adopted and approved by the Board of County Commissioners, in regular session on December 5, 2017.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/ds

Encls. (2)



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

December 21, 2017

William and Shirley Kidd
10 Moore Avenue
Merritt Island, FL 32952

Dear Mr. & Mrs. Kidd:

Re: Resolution Vacating Part of 50.0 Foot Wide, Unopened Public Right-of-Way on Moore Avenue in Grandview Park, Merritt Island

The Board of County Commissioners, in regular session on December 5, 2017, adopted Resolution No. 17-243, vacating part of 50.0 foot wide, unopened public right-of-way on Moore Avenue in Grandview Park, Merritt Island, as petitioned by you. Said Resolution has been recorded in ORBK 8051, Pages 1811 through 1815. Enclosed is a certified copy of the recorded Resolution for your records.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/ds

Encl. (1)

cc: Marc Cazessus, Public Works



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

December 21, 2017

Mark Brewer
15 Moore Avenue
Merritt Island, FL 32952

Dear Mr. Brewer:

Re: Resolution Vacating Part of 50.0 Foot Wide, Unopened Public Right-of-Way on Moore Avenue in Grandview Park, Merritt Island

The Board of County Commissioners, in regular session on December 5, 2017, adopted Resolution No. 17-243, vacating part of 50.0 foot wide, unopened public right-of-way on Moore Avenue in Grandview Park, Merritt Island, as petitioned by you. Said Resolution has been recorded in ORBK 8051, Pages 1811 through 1815. Enclosed is a certified copy of the recorded Resolution for your records.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/ds

Encl. (1)

cc: Marc Cazessus, Public Works

VACATING PART OF THE 50.0 FT. WIDE, UNOPENED PUBLIC RIGHT-OF-WAY OF MOORE AVENUE IN "GRANDVIEW PARK", MERRITT ISLAND, FLORIDA, LYING IN SECTION, 02, TOWNSHIP 25 SOUTH, RANGE 36 EAST

WHEREAS, pursuant to Article II, Section 86-36, Brevard County Code, a petition has been filed by **MARK BREWER AND WILLIAM AND SHIRLEY KIDD** with the Board of County Commissioners to vacate a portion of a public right-of-way in Brevard County, Florida, described as follows:

SEE ATTACHED BOUNDARY SURVEY

WHEREAS, the vacating action will in no way affect any private easements which may also be present in the existing public easement(s) or public right-of-way, nor does this action guarantee or transfer title.

WHEREAS, notice of the public hearing before the Board of County Commissioners was published one time in the TODAY Newspaper, a newspaper of general circulation in Brevard County, Florida, prior to the public hearing; and

WHEREAS, the Board finds that vacating this portion of the public right-of-way will not be detrimental to Brevard County or the public.

THEREFORE BE IT RESOLVED that said portion of the public right-of-way is hereby vacated; and Brevard County renounces and disclaims any rights in and to said right-of-way. Pursuant to Section 177.101(5), Florida Statutes, the vacating shall not become effective until a certified copy of this resolution is filed in the offices of the Clerk of Courts and recorded in the Public Records of Brevard County.

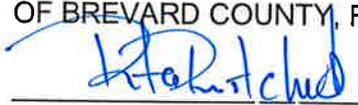
DONE, ORDERED AND ADOPTED, in regular session, this 5TH day of December, 2017 A.D.

ATTEST:



SCOTT ELLIS, CLERK OF THE COURT

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Rita Pritchett, Chair

As approved by the Board on:
December 05, 2017

BOUNDARY SURVEY

SHEET 1 OF 2

EXHIBIT "A"

SECTION 2, TOWNSHIP 25 SOUTH, RANGE 36 EAST

PARCEL ID NUMBER: 25-36-02-25-*4 & 25-36-02-25-*2

PURPOSE OF SURVEY: VACATE A PORTION OF MOORE AVENUE

NOT VALID WITHOUT THE
SKETCH ON SHEET 2 OF 2

LEGAL DESCRIPTION (BY SURVEYOR):

THAT PORTION OF 50.00 FOOT WIDE PUBLIC RIGHT-OF-WAY OF MOORE AVENUE AS ESTABLISHED BY THE PLAT OF "GRANDVIEW PARK" PER PLAT BOOK 03, PAGE 57 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA WHICH LIES EASTERLY OF THAT VACATED PORTION OF SAID MOORE AVENUE AS RECORDED IN OFFICIAL RECORDS BOOK 0886, PAGE 0530 OF SAID PUBLIC RECORDS AND WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF GRANDVIEW DRIVE, A 50.00 FOOT WIDE PUBLIC RIGHT-OF-WAY PER SAID PLAT; LESS AND EXCEPT THEREFROM THE NORTH 25.00 FEET OF THE EAST 50.00 FEET, CONTAINING 0.158 ACRES OR 6900.00 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. FLOOD ZONE "X" PER FLOOD INSURANCE RATE MAP 12009C0430G, MARCH 17, 2014.
2. FENCE OWNERSHIP UNKNOWN.
3. BEARINGS DEPICTED HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF MOORE AVENUE HAVING A PLAT BEARING OF S90°00'00"E.
4. SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.
5. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH.
6. SURVEY DOES NOT WARRANT TITLE.
7. UNDERGROUND FOUNDATIONS AND/OR UTILITIES NOT LOCATED AT TIME OF SURVEY.
8. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT (S) SHOWN HEREON; COPIES ARE VALID ONLY WHEN SIGNED, DATED AND EMBOSSED WITH THE SURVEYOR'S SEAL.

PREPARED FOR AND CERTIFIED TO:
MARK A. BREWER, WILLIAM D. KIDD &
COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA



DAVID J. KUGELMANN, PLS NO. 5117
NOT VALID UNLESS SIGNED AND SEALED

KUGELMANN LAND SURVEYING, INC.

30 NORTH TROPICAL TRAIL, SUITE B
MERRITT ISLAND, FLORIDA 32953
L.B. NO. 6575 - PHONE (321) 459-0930

DRAWN BY: DJK

CHECKED BY: DJK

DRAWING NO.
2011006VACATE.DGN

SECTION 2
TOWNSHIP 25 SOUTH

DATE: 10/01/17

SHEET 1 OF 2

REVISIONS _____

RANGE 36 EAST

BOUNDARY SURVEY

SHEET 2 OF 2

EXHIBIT "A"

SECTION 2, TOWNSHIP 25 SOUTH, RANGE 36 EAST

PARCEL ID NUMBER: 25-36-02-25-*4 & 25-36-02-25-*2

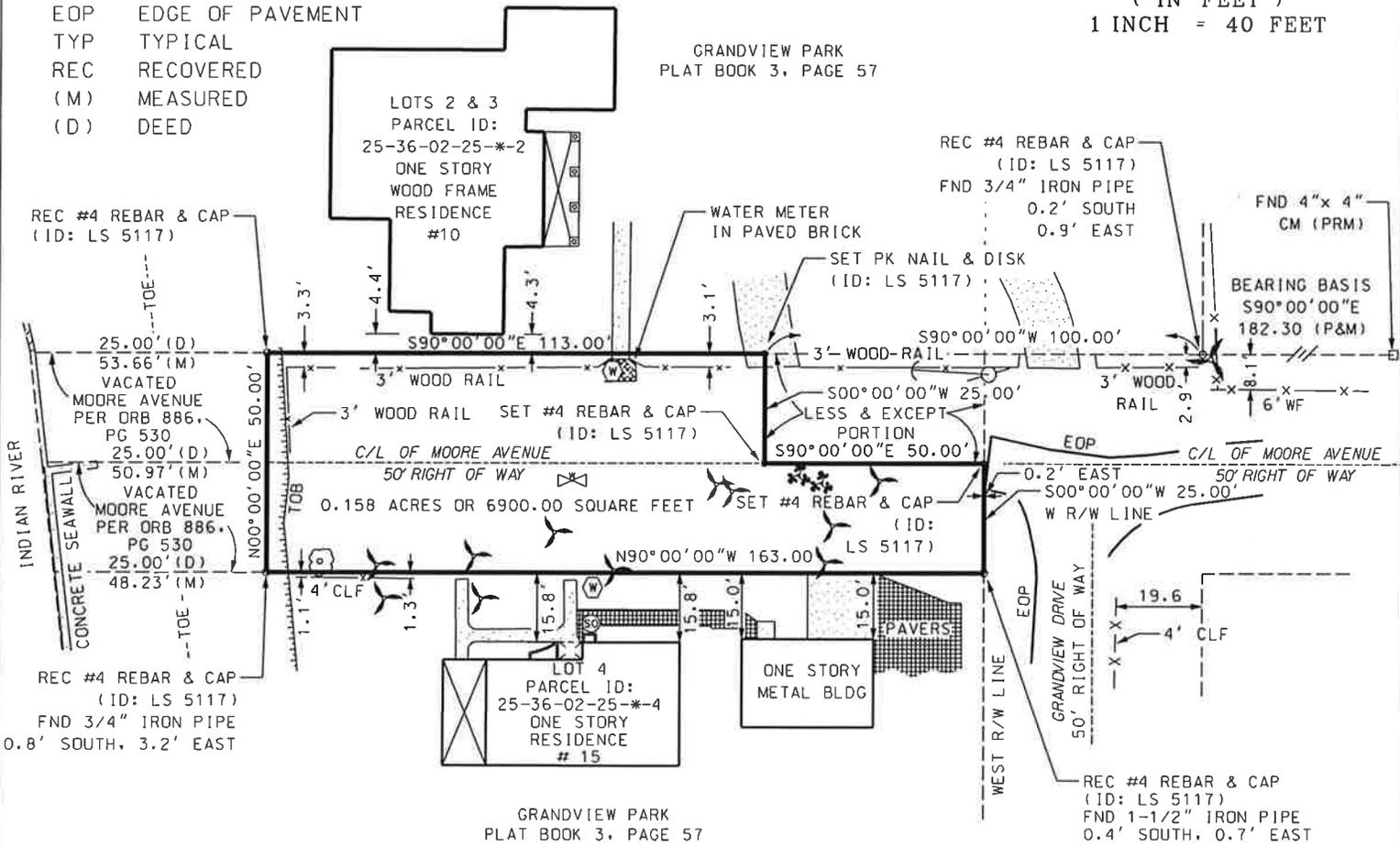
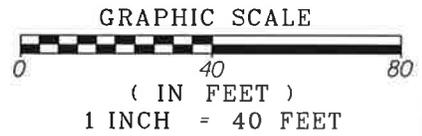
NOT VALID WITHOUT THE LEGAL DESCRIPTION ON SHEET 1 OF 2

ABBREVIATIONS:

- FND FOUND
- N&D NAIL & DISK
- ID IDENTIFICATION
- C/L CENTERLINE
- PCP PERMANENT CONTROL POINT
- PRM PERMANENT REFERENCE MONUMENT
- P&M PLAN & MEASURE
- D&M DEED & MEASURE
- P.U.& D.E. PUBLIC UTILITIES & DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITIES EASEMENT
- FPL ESMT FLORIDA POWER & LIGHT EASEMENT
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- CM CONCRETE MONUMENT
- WF WOOD FENCE
- TOB TOP OF BANK
- CB CONCRETE BLOCK
- CLF CHAIN LINK FENCE
- WF WOOD FENCE
- LS LICENSED SURVEYOR
- S/W SIDE WALK
- EOP EDGE OF PAVEMENT
- TYP TYPICAL
- REC RECOVERED
- (M) MEASURED
- (D) DEED

SYMBOL LEGEND:

- PALM TREE
- CAMPHOR TREE
- PINE TREE
- WATER METER
- POWER POLE
- GUY WIRE
- GATE VALVE/ BLOW OFF
- SHUT OFF VALVE





BREVARD CTY PUBLIC WORKS DEPT
2725 JUDGE FRAN JAMIESON WAY
BLDG A 220
VIERA, FL 32940

STATE OF FLORIDA COUNTY OF BREVARD:
Before the undersigned authority personally appeared Becky Holland, who on oath says that he or she is a Legal Advertising Representative of the FLORIDA TODAY, a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

Legal Notices

as published in FLORIDA TODAY in the issue(s) of:

11/17/17

Affiant further says that the said FLORIDA TODAY is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in MELBOURNE in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 17th of November 2017, by Becky Holland who is personally known to me

Adia Bell
Notary Public for the State of Florida
My Commission expires January 27, 2020

Publication Cost: \$213.90
Ad No: 0002541648
Customer No: BRE-6BR327



Adia Bell
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF954893
Expires 1/27/2020

Ad #: 2541648 11/17/2017
LEGAL NOTICE
FOR THE PARTIAL VACATING OF THE UN-OPENED, 50.0 FT. WIDE PUBLIC RIGHT-OF-WAY OF MOORE AVENUE, PLAT OF "GRANDVIEW PARK" IN SECTION 02, TOWNSHIP 25 SOUTH, RANGE 36 EAST, MERRITT ISLAND, FL
NOTICE IS HEREBY GIVEN that pursuant to Chapter 336.09, Florida Statutes, and Chapter 86, Article II, Section 86-36, Brevard County Code, a petition has been filed by **MARK A. BREWER AND WILLIAM & SHIRLEY KIDD** with the Board of County Commissioners of Brevard County, Florida, to request vacating the following described property, to wit: **SEE EXHIBIT "A"**
The Board of County Commissioners will hold a public hearing to determine the advisability of such vacating of the above-described right-of-way at **5:00 P.M. on December 05, 2017** at the Brevard County Government Center Board Room, Building C., 2725 Judge Fran Jamieson Way, Viera, Florida, at which time and place all those for or against the same may be heard before final action is taken.
Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the board, agency, or commission with respect to the vacating, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.
Persons seeking to preserve a verbatim transcript of the record must make those arrangements at their own expense.
The needs of hearing or visually impaired persons shall be met if the department sponsoring the meeting/hearing is contacted at least 48 hours prior to the public meeting/hearing by any person wishing assistance.
EXHIBIT "A"
THAT PORTION OF 50.00 FOOT WIDE PUBLIC RIGHT-OF-WAY OF MOORE AVENUE AS ESTABLISHED BY THE PLAT OF "GRANDVIEW PARK" PER PLAT BOOK 03, PAGE 57 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA WHICH LIES EASTERLY OF THAT VACATED PORTION OF SAID MOORE AVENUE AS RECORDED IN OFFICIAL RECORDS BOOK 0886, PAGE 0530 OF SAID PUBLIC RECORDS AND WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF GRANDVIEW DRIVE, A 50.00 FOOT WIDE PUBLIC RIGHT-OF-WAY PER SAID PLAT; LESS AND EXCEPT THEREFROM THE NORTH 25.00 FEET OF THE EAST 50.00 FEET, CONTAINING 0.158 ACRES OR 5900.00 SQUARE FEET, MORE OR LESS, PREPARED BY DAVID J. KUGELMANN, PLS





BREVARD CTY PUBLIC WORKS DEPT
2725 JUDGE FRAN JAMIESON WAY
BLDG A 220
VIERA, FL 32940

STATE OF FLORIDA COUNTY OF BREVARD
Before the undersigned authority personally appeared
Becky Holland, who on oath says that he or she is a
Legal Advertising Representative of the FLORIDA TODAY
, a daily newspaper published in Brevard County, Florida
that the attached copy of advertisement, being a Legal
Ad in the matter of

Legal Notices

as published in FLORIDA TODAY in the issue(s) of:

12/10/17

Affiant further says that the said FLORIDA TODAY is a
newspaper in said Brevard County, Florida and that the
said newspaper has heretofore been continuously
published in said Brevard County, Florida each day and
has been entered as periodicals matter at the post office
in MELBOURNE in said Brevard County, Florida, for a
period of one year next preceding the first publication of
the attached copy of advertisement; and affiant further
says that he or she has never paid nor promised any
person, firm or coporation any discount, rebate,
commission or refund for the purpose of securing this
advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 11th of
December 2017, by Becky Holland who is personally
known to me

Adia Bell
Notary Public for the State of Florida
My Commission expires January 27, 2020

Publication Cost: \$189.88
Ad No: 0002588133
Customer No: BRE-6BR327



Adia Bell
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF954893
Expires 1/27/2020

Ad #: 2588133 12/10/2017
LEGAL NOTICE
RESOLUTION VACATING PART OF 50.0
FOOT WIDE, UNOPENED PUBLIC RIGHT-
OF-WAY OF MOORE AVENUE IN
GRANDVIEW PARK, MERRITT ISLAND -
MARK BREWER, AND WILLIAM
AND SHIRLEY KIDD
TO WHOM IT MAY CONCERN:
NOTICE IS HEREBY GIVEN that on the
5th day of December, 2017, the Board of
County Commissioners of Brevard Coun-
ty, Florida, adopted a Resolution
vacating part of 50.0 foot wide, unop-
ened public right-of-way of Moore Ave-
nue in Grandview Park, Merritt Island, as
petitioned by Mark Brewer, and William
and Shirley Kidd.
SEE ATTACHED EXHIBIT "A"
The Board further renounced and dis-
claimed any right of the County in and
to said public right-of-way.
BY ORDER OF THE BOARD OF COUNTY
COMMISSIONERS OF
BREVARD COUNTY, FLORIDA
/s/ SCOTT ELLIS, CLERK
BY: /s/ Tammy Rowe, Deputy Clerk
LEGAL DESCRIPTION:
EXHIBIT "A"
THAT PORTION OF 50.00 FOOT WIDE
PUBLIC RIGHT-OF-WAY OF MOORE AVENUE
AS ESTABLISHED BY THE PLAT OF
"GRANDVIEW PARK" PER PLAT BOOK
03, PAGE 57 OF THE PUBLIC RECORDS OF
BREVARD COUNTY, FLORIDA WHICH
LIES EASTERLY OF THAT VACATED POR-
TION OF SAID MOORE AVENUE AS RE-
CORDED IN OFFICIAL RECORDS BOOK
0886, PAGE 0530 OF SAID PUBLIC RE-
CORDS AND WESTERLY OF THE WEST
RIGHT-OF-WAY LINE OF GRANDVIEW
DRIVE, A 50.00 FOOT WIDE PUBLIC
RIGHT-OF-WAY PER SAID PLAT; LESS
AND EXCEPT THEREFROM THE NORTH
25.00 FEET OF THE EAST 50.00 FEET,
CONTAINING 0.158 ACRES OR 5900.00
SQUARE FEET, MORE OR LESS, PRE-
PARED BY DAVID J. KUGELMANN, PLS

RECEIVED
DEC 18 2017
BY: MJC

PUBLIC WORKS
DEC 13 2017
RECEIVED



Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: BREVARD CTY PUBLIC WORKS DEPT
Address: 2725 JUDGE FRAN JAMIESON WAY
VIERA FL 32940
USA

Ad No.: 0002588133
Pymt Method: Invoice
Net Amt: \$189.88

Run Times: 1

No. of Affidavits: 1

Run Dates: 12/10/17

Text of Ad:

Ad #: 2588133 12/10/2017
LEGAL NOTICE
RESOLUTION VACATING PART OF 50.0
FOOT WIDE, UNOPENED PUBLIC RIGHT-
OF-WAY OF MOORE AVENUE IN
GRANDVIEW PARK, MERRITT ISLAND -
MARK BREWER, AND WILLIAM
AND SHIRLEY KIDD
TO WHOM IT MAY CONCERN:
NOTICE IS HEREBY GIVEN that on the
5th day of December, 2017, the Board of
County Commissioners of Brevard Coun-
ty, Florida, adopted a Resolution
vacating part of 50.0 foot wide, unop-
ened public right-of-way of Moore Ave-
nue in Grandview Park, Merritt Island, as
petitioned by Mark Brewer, and William
and Shirley Kidd.

SEE ATTACHED EXHIBIT "A"
The Board further renounced and dis-
claimed any right of the County in and
to said public right-of-way.
BY ORDER OF THE BOARD OF COUNTY
COMMISSIONERS OF
BREVARD COUNTY, FLORIDA
/s/ SCOTT ELLIS, CLERK
BY: /s/ Tammy Rowe, Deputy Clerk

LEGAL DESCRIPTION:
EXHIBIT "A"
THAT PORTION OF 50.00 FOOT WIDE
PUBLIC RIGHT-OF-WAY OF MOORE AVE-
NUE AS ESTABLISHED BY THE PLAT OF
"GRANDVIEW PARK" PER PLAT BOOK
03, PAGE 57 OF THE PUBLIC RECORDS OF
BREVARD COUNTY, FLORIDA WHICH
LIES EASTERLY OF THAT VACATED POR-
TION OF SAID MOORE AVENUE AS RE-
CORDED IN OFFICIAL RECORDS BOOK
0886, PAGE 0530 OF SAID PUBLIC RE-
CORDS AND WESTERLY OF THE WEST
RIGHT-OF-WAY LINE OF GRANDVIEW
DRIVE, A 50.00 FOOT WIDE PUBLIC
RIGHT-OF-WAY PER SAID PLAT; LESS
AND EXCEPT THEREFROM THE NORTH
25.00 FEET OF THE EAST 50.00 FEET.
CONTAINING 0.158 ACRES OR 5900.00
SQUARE FEET. MORE OR LESS. PRE-
PARED BY DAVID J. KUGELMANN, PLS

Donna Scott

From: LEGALS, BRE <BRELEGALS@gannett.com>
Sent: Wednesday, December 06, 2017 4:49 PM
To: Donna Scott
Subject: Brevard Classified Legal Auto Reply

***This is an Automatic Reply Message to let you know your email has been received. Below is general information that applies to both our invoiced customers with accounts as well as private citizens.**

Thank you for e-mailing the Brevard Classified Legal Advertising Department. Ads placed by private individuals will be accepted on a payment-in advance basis only.



AD SUBMISSION GUIDELINES

If you e-mail or fax Legal Ad(s) to us, please provide the following information:

- Account name and number
- Billing telephone number
- Contact person
- Preferred publishing dates
- Number of affidavits needed
- Address affidavit should be sent to, if different from billing.
- P.O. number (applicable to government accounts and agency advertisers)

Your notice will be published on the next available publication date unless otherwise requested.

Date of Publication:	Deadline:
Monday	Friday, 12noon
Tuesday	Friday, 4pm
Wednesday	Monday, 4pm
Thursday	Tuesday, 4pm
Friday	Wednesday, 4pm
Saturday	Thursday, 4pm
Sunday	Thursday, 4pm

We appreciate your business. If you have any questions please contact us @ 888-516-9220. Office hours Mon-Fri 8am-5pm.

***IF THIS SUBMISSION IS FOR A LEGAL DISPLAY PLEASE CONTACT US IMMEDIATELY AT 888-516-9220 SO WE CAN ACCURATELY PROCESS YOUR ORDER.**

LEGAL NOTICE

RESOLUTION VACATING PART OF 50.0 FOOT WIDE, UNOPENED PUBLIC RIGHT-OF-WAY OF MOORE AVENUE IN GRANDVIEW PARK, MERRITT ISLAND – MARK BREWER, AND WILLIAM AND SHIRLEY KIDD

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that on the 5th day of December, 2017, the Board of County Commissioners of Brevard County, Florida, adopted a Resolution vacating part of 50.0 foot wide, unopened public right-of-way of Moore Avenue in Grandview Park, Merritt Island, as petitioned by Mark Brewer, and William and Shirley Kidd.

SEE ATTACHED EXHIBIT “A”

The Board further renounced and disclaimed any right of the County in and to said public right-of-way.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA
SCOTT ELLIS, CLERK
BY: Tammy Rowe, Deputy Clerk

Florida TODAY: Please advertise in the December 10, 2017, issue of the ***Florida TODAY.***

BILL THE PUBLIC WORKS DEPARTMENT OF BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS ACCOUNT NO. 6BR327 AND PURCHASE ORDER NO. 4500092228-10, AND FORWARD INVOICE AND PROOF OF PUBLICATION TO:

Marc Cazessüs, PLS
Public Works Department
Surveying and Mapping Program
2725 Judge Fran Jamieson Way, Bldg. A-220
Viera, FL 32940

LEGAL DESCRIPTION:

EXHIBIT "A"

THAT PORTION OF 50.00 FOOT WIDE PUBLIC RIGHT-OF-WAY OF MOORE AVENUE AS ESTABLISHED BY THE PLAT OF "GRANDVIEW PARK" PER PLAT BOOK 03, PAGE 57 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA WHICH LIES EASTERLY OF THAT VACATED PORTION OF SAID MOORE AVENUE AS RECORDED IN OFFICIAL RECORDS BOOK 0886, PAGE 0530 OF SAID PUBLIC RECORDS AND WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF GRANDVIEW DRIVE, A 50.00 FOOT WIDE PUBLIC RIGHT-OF-WAY PER SAID PLAT; LESS AND EXCEPT THEREFROM THE NORTH 25.00 FEET OF THE EAST 50.00 FEET. CONTAINING 0.158 ACRES OR 5900.00 SQUARE FEET. MORE OR LESS. PREPARED BY DAVID J. KUGELMANN, PLS

Donna Scott

From: LEGALS, BRE <BRELEGALS@gannett.com>
Sent: Wednesday, December 06, 2017 5:26 PM
To: Donna Scott
Subject: RE: Legal notice
Attachments: OrderConf.pdf

Good Evening-

This Notice is scheduled for Publication on December 10, 2017 (Ad #: 2588133).

Thank you for your business. Attached please find the order confirmation for the legal ad that you requested we publish.

If you have any questions or need to make modifications, please contact us at 888-516-9220 between the hours of 8:00 am and 5:00 pm.

Jillian Cantor

Regional Legal Clerk



Office: 888-516-9220 ext. 3709

Fax: 800-560-7434

JCantor@gannett.com

*Please note: An Affidavit of Publication (which is your notarized proof that you legally published your notice in the newspaper) will be charged and automatically added to your invoice unless you let us know **in writing** that you do not wish to have one.*

Please include your account number when requesting legal notices to ensure proper billing.

From: Donna Scott [<mailto:donna.scott@brevardclerk.us>]

Sent: Wednesday, December 6, 2017 4:36 PM

To: LEGALS, BRE <BRELEGALS@gannett.com>

Subject: Legal notice

Attached is a legal notice to be published on Sunday, December 10; billing the Public Works Department Account No. 6BR327, and Purchase Order No. 4500092228-10.

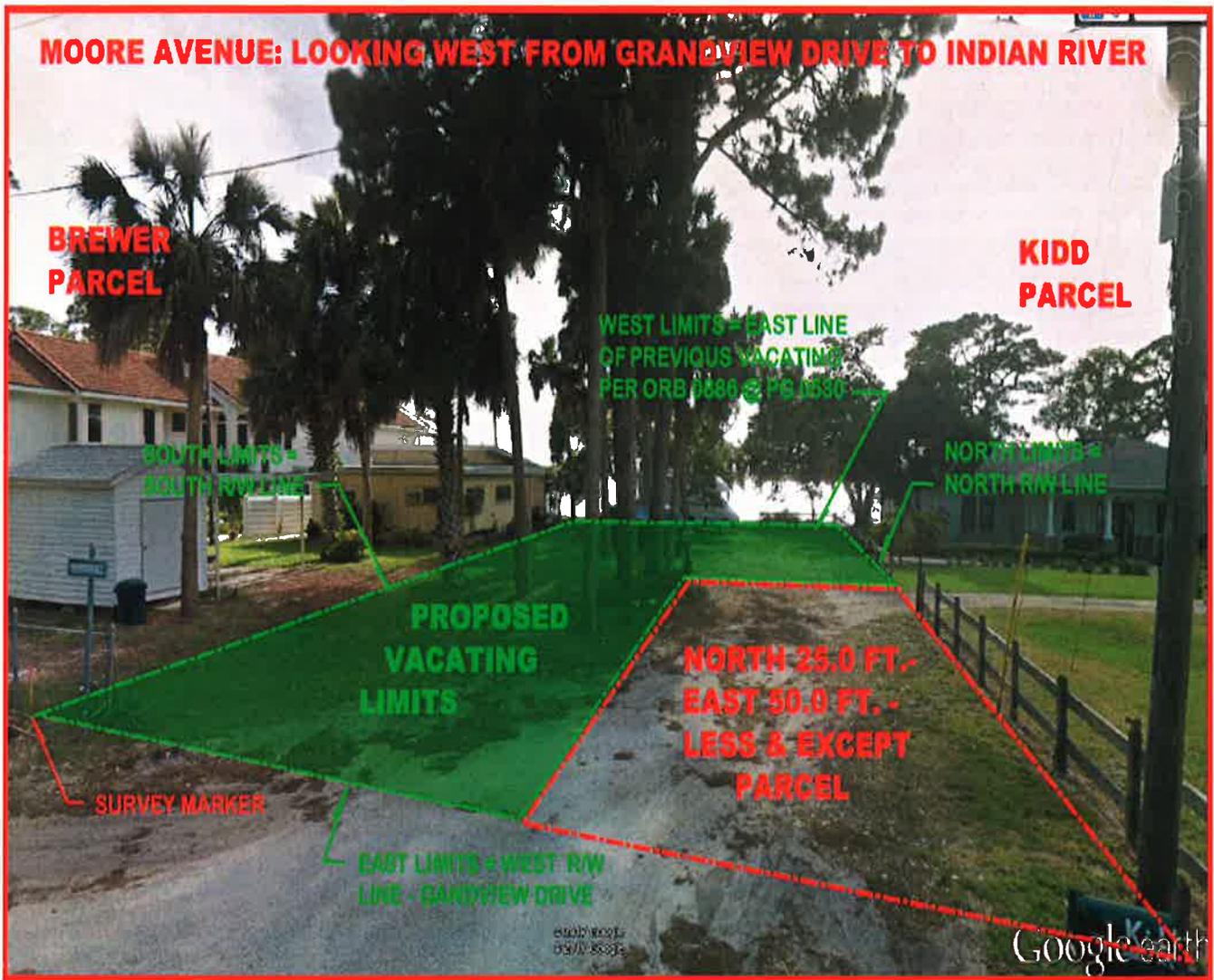
Donna Scott

Assistant Clerk to the Board

(321) 637-2001 / Ext. 49120



Under Florida law, all correspondence sent to the Clerk's Office, which is not exempt or confidential pursuant to Chapter 119 of the Florida Statutes, is public record. If you do not want the public record contents of your e-mail address to be provided to the public in response to a public records request, please do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



STREET VIEW PHOTO

William and Shirley Kidd – 10 Moore Avenue – Lots 2, 3, All of Vacated Grandview Drive East of Lots 2 and 3 and North ½ - West 25 ft. of Vacated Moore Avenue of “Grandview Park” and Mark Brewer – 15 Moore Avenue – Lot 4 & South ½ - West 25 ft. of Vacated Moore – “Grandview Park” – Proposed Partial Vacating of Moore Avenue Westerly of Grandview Drive



Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

Phone: (321) 264-8700

<https://www.bcpao.us>

PROPERTY DETAILS

Account 2501455
 Owners Brewer, Mark A
 Mailing Address 15 Moore Ave Merritt Island FL 32952
 Site Address 15 Moore Ave Merritt Island FL 32952
 Parcel ID 25-36-02-25-*4
 Property Use 0110 - Single Family Residence
 Exemptions HEX1 - Homestead First
 HEX2 - Homestead Additional
 Taxing District 2200 - Unincorp District 2
 Total Acres 0.25
 Subdivision Grandview Park
 Site Code 0110 - River Front
 Plat Book/Page 0003/0057
 Land Description Grandview Park Lot 4 & S 1/2 Of W 25' Of Vac Moore



VALUE SUMMARY

Category	2016	2015	2014
Total Market Value	\$240,500	\$202,650	\$190,480
Agricultural Market Value	\$0	\$0	\$0
Assessed Value Non-School	\$206,890	\$188,330	\$186,840
Assessed Value School	\$206,890	\$188,330	\$186,840
Homestead Exemption	\$25,000	\$25,000	\$25,000
Additional Homestead	\$25,000	\$25,000	\$25,000
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$156,890	\$138,330	\$136,840
Taxable Value School	\$181,890	\$163,330	\$161,840

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
05/17/2011	\$235,000	WD	Improved	6386/0633
03/30/1995	\$110,000	WD	Improved	3468/2311
03/30/1959	--	WD	--	0187/0222

BUILDINGS

PROPERTY DATA CARD #1

Building Use	Year Built	Story Height	Floors	Residential Units	Commerical Units
0110 - Single Family Residence	1960	8	1	1	0
Materials		Sub Areas			
Exterior Wall:	Painted Exterior	Base Area (1st)	1144		
Frame:	Masonryconc	Open Porch	24		
Roof:	Roll Composition	Total Base Area	1144		
Roof Structure:	Flat/Shed	Total Sub Area	1168		
Extra Features		Additional Extra Features			
Dock: Light Pilings	92	No Data Found			
Dock: Light Pilings	675				
Covered Patio: Average	279				
Screen Enclosure: Low	240				
Garage Detached: Average	620				
Fireplace	1				

APPRAISER'S DETAIL SHEET: BREWER PARCEL

Prepared by:

Secure Title Insurance Company, Inc.
190 Forsenberry Road, Suite 107A
Merritt Island, Florida 32952

File Number: 11-1302

General Warranty Deed

Made this May 17, 2011 A.D. By Leo Gerard Roy, and Elizabeth Roy, husband and wife, whose address is: 3715 Bay, 85 North, No. 878, Grandview, FL 32536, hereinafter called Grantor, to Mark A. Brewer, a single man, whose post office address is: 15 Moore Avenue, Merritt Island, FL 32952, hereinafter called the grantee:

(Whoever used herein the term "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)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Brevard County, Florida, viz:

Lot 4 and the South 1/2 of the Westerly 25 feet of vacated Moore Avenue, Grandview Park, according to the plat thereof, as recorded in Plat Book 3, Page(s) 57, of the Public Records of Brevard County, Florida.

Parcel ID Number: 25-36-02-25-00-04

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2010.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Sue Fiveroate
Witness Printed Name SUE FIVEROATE

Leo Gerard Roy (Seal)
Leo Gerard Roy

Diane M. Holunda
Witness Printed Name DIANE M. HOLUNDA

Elizabeth Roy (Seal)
Elizabeth Roy

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me this 17th day of May, 2011, by Leo Gerard Roy, and Elizabeth Roy, husband and wife, who is/are personally known to me or who has produced their driver license as identification.

Diane M. Holunda
Notary Public
Print Name: _____
My Commission Expires: _____



DEED Individual Warranty Deed - Legal to Face

PETITIONER'S DEED:

MARK BREWER



Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700

<https://www.bcpao.us>

Account 2501454
 Owners Kidd, William D; Kidd, Shirley J Trustees
 Mailing Address 10 Moore Ave Merritt Island FL 32952
 Site Address 10 Moore Ave Merritt Island FL 32952
 Parcel ID 25-36-02-25-2
 Property Use 0110 - Single Family Residence
 Exemptions HEX1 - Homestead First
 HEX2 - Homestead Additional
 Taxing District 2200 - Unincorp District 2
 Total Acres 0.46
 Subdivision Grandview Park
 Site Code 0110 - River Front
 Plat Book/Page 0003/0057
 Land Description Grandview Park Lots 2,3 & All Of Vac St On E & N 1/2
 Of W 25 Ft Of Moore Ave Vac



VALUE SUMMARY

Category	2016	2015	2014
Total Market Value	\$414,480	\$375,100	\$349,500
Agricultural Market Value	\$0	\$0	\$0
Assessed Value Non-School	\$265,890	\$264,050	\$261,000
Assessed Value School	\$265,890	\$264,050	\$261,000
Homestead Exemption	\$25,000	\$25,000	\$25,000
Additional Homestead	\$25,000	\$25,000	\$25,000
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$215,890	\$214,050	\$211,000
Taxable Value School	\$240,890	\$239,050	\$236,960

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
05/31/2012	--	WD	Improved	6818/1009
09/28/2001	--	TD	Improved	4430/2276
12/02/1999	\$129,300	WD	Improved	4103/2180
12/30/1998	--	WD	Improved	3943/1581
07/01/1988	--	--	--	0886/0528

BUILDINGS

PROPERTY DATA CARD #1					
Building Use	Year Built	Story Height	Floors	Residential Units	Commerical Units
0110 - Single Family Residence	1953	8	1	1	0
Materials		Sub Areas			
Exterior Wall:	Hrdybrd Siding	Base Area (1st)	2347		
Frame:	Wood Frame	Garage	575		
Roof:	Asph/Asb Shngl	Open Porch	468		
Roof Structure:	Hip/Gable	Total Base Area	2347		
		Total Sub Area	3390		
Extra Features		Additional Extra Features			
Outbuilding: Average	750	No Data Found			
Fireplace	1				

APPRAISER'S DETAIL SHEET: KIDD PARCEL

Prepared by and return To:
Angela A. Abbott, P. A.
4420 S. Washington Avenue
Titusville, FL 32780

Parcel ID# 25-36-02-25-00000-0-0002.00

This Corrective Deed is being recorded to delete the erroneous language contained in the Deed dated September 28, 2001, recorded in O.R. Book 4430, Page 2276, Public Records of Brevard County, Florida.

CORRECTIVE WARRANTY DEED

THIS WARRANTY DEED, made this 31st day of May, 2012, by **WILLIAM D. KIDD and SHIRLEY J. KIDD**, individually and as Trustees of the **KIDD FAMILY TRUST u/a/d September 28, 2001, as amended, hereinafter called the Grantor, to WILLIAM D. KIDD and SHIRLEY J. KIDD, as Trustees of the KIDD FAMILY TRUST U/A/D September 28, 2001**, with full power and authority to protect, conserve, sell, lease, encumber or otherwise manage and dispose of the real property described herein pursuant to the provisions of Section 689.071 and all other applicable statutes of the State of Florida, whose post office address is 10 Moore Avenue, Merritt Island, FL 32952, hereinafter called the Grantee.

WITNESSETH, That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, surveys and confirms unto the Grantee all that certain land, situate in **BREVARD County, State of FLORIDA, viz:**

See attached Legal Description

The parties acknowledge this document was prepared based on information provided by the Grantor and that no title search was conducted nor title insurance issued in connection with the preparation of this Deed.

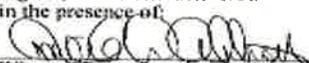
TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; and that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2011.

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

Signed, sealed and delivered in the presence of:


Witness name: Angela A. Abbott


Witness Name: Marc E. Smith


WILLIAM D. KIDD

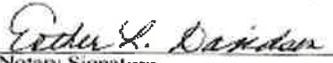
SHIRLEY J. KIDD
10 Moore Avenue
Merritt Island, FL 32952

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared WILLIAM D. KIDD and SHIRLEY J. KIDD, individually and as Trustees of the KIDD FAMILY TRUST u/a/d September 28, 2001, as amended, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, and an oath was taken. William D. Kidd and Shirley J. Kidd provided Florida Drivers' Licenses as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of May, 2012.

(SEAL)


Notary Signature
State of Florida at Large



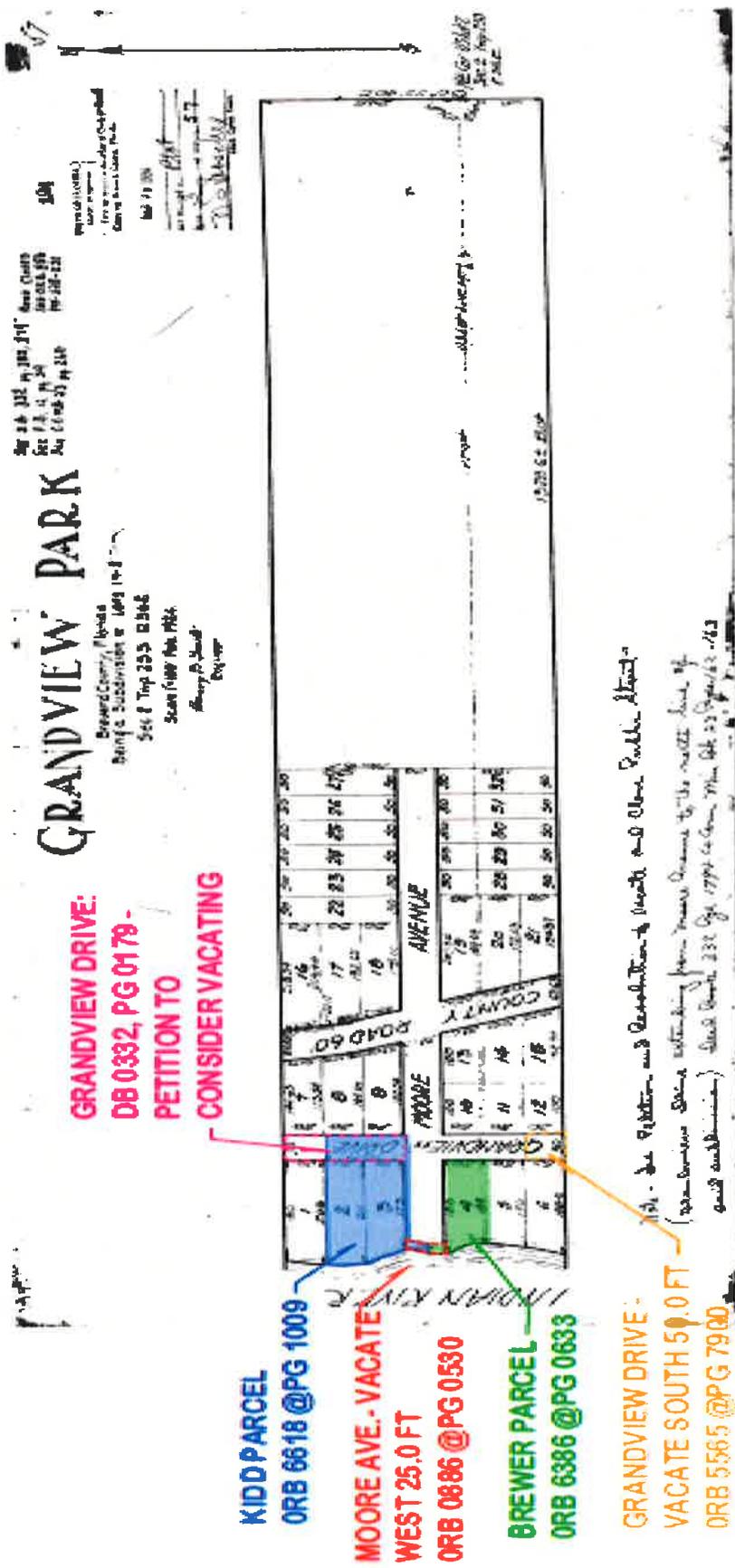
PETITIONER'S DEED:
WILLIAM & SHIRLEY KIDD

Lots 2 and 3 and the area platted as a part of Grand View Drive, lying between the North lines of Lots 2 and 6 and the South lines of Lots 5 and 9 projected toward and between said lots, being fifty feet wide, East and West, and one hundred feet long, North and South, which said area was vacated as a public street by resolution of the Board of County Commissioners of Brevard County, Florida, dated December 6, 1949, and recorded January 11, 1950 in Deed Book 332, page 179, and the North 25 feet of the West 25 feet of Hooke Avenue which was vacated as a public street by resolution of the Board of County Commissioners of Brevard County, Florida, dated July 7, 1966 and recorded July 25, 1966 in Official Records Book 686, page 529, all in the Public Records of Brevard County, Florida and all in the plat of the SUBDIVISION OF GRAND VIEW as recorded in Plat Book 3, page 57 of the Public Records of Brevard County, Florida.

Exhibit "A"

PETITIONER'S DEED:
WILLIAM & SHIRLEY KIDD

PLAT REFERENCE



GRANDVIEW DRIVE:
DB 0332, PG 0179 -
PETITION TO
CONSIDER VACATING

KIDD PARCEL
ORB 6618 @ PG 1009

MOORE AVE. - VACATE
WEST 25.0 FT
ORB 0886 @ PG 0530

BREWER PARCEL
ORB 6386 @ PG 0633

GRANDVIEW DRIVE -
VACATE SOUTH 50.0 FT
ORB 5565 @ PG 7900

100. The petition and resolution to vacate and close Public Street -
 (non-business street extending from former driveway to the north line of
 Grand Blvd. 231' G/L 1799 to Gen. M.H. G/L 23' 2/2' 1/2
 and addition)

GRANDVIEW PARK
 Broward County, Florida
 Banks Subdivision of 1989 (14-8)
 Sec 8 Top 235 0366
 Scale 1/8" = 100' M.S.P.
 Surveyed by
 [Signature]

100
 [Signature]
 [Signature]
 [Signature]

100
 [Signature]
 [Signature]
 [Signature]

100
 [Signature]
 [Signature]
 [Signature]

KUGELMANN LAND SURVEYING, INC.
 30 NORTH TROPICAL TRAIL, SUITE B
 HERRITT 33, AND, FLORIDA 32935
 L.B. NO. 8575 - PHONE (321) 499-0930

MAP OF BOUNDARY SURVEY PREPARED FOR AND CERTIFIED
 FOR: WILLIAM C. KIDD &
 SHIRLEY J. KIDD, TRUSTEES

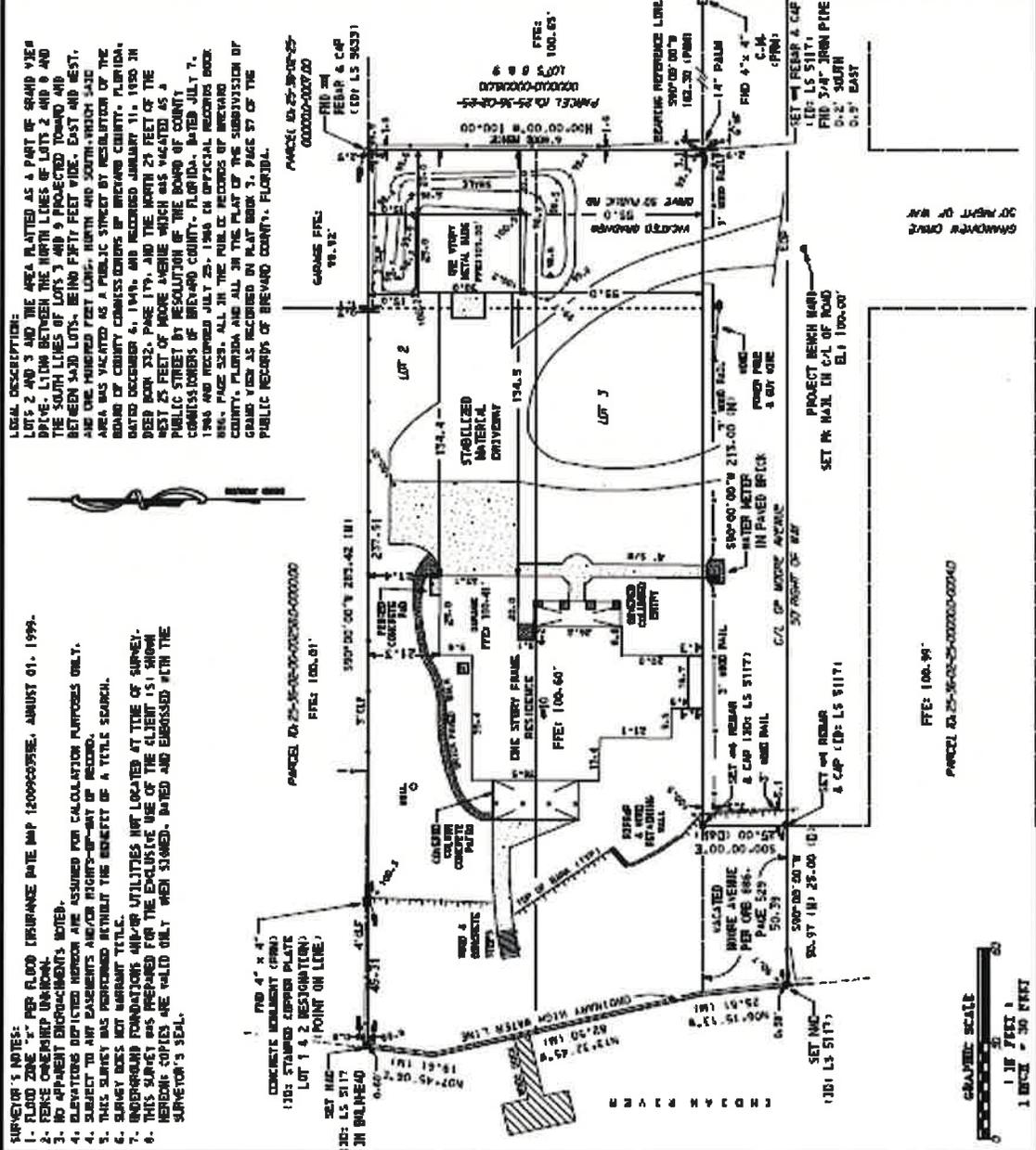
BRIEF DESCRIPTION:
 LOTS 2 & 3 ALL OF FACED 37387
 ON EAST 1/2 ACRES 1/2 OF WEST 28 FEET
 OF MOORE AVENUE

LEGAL DESCRIPTION:
 PARCEL 25-35-02-05-000000
 100.00' x 100.00'
 100.00' x 100.00'
 100.00' x 100.00'

ADDED FINAL SURVEY: 3/25/11
ADDED FURN BOUND SURVEY: 3/25/11
SIGNATURES: DATE
FIELD COMPLETION: 02/07/11
DATE:
DRAWN BY: 02/09/11
CHECKED BY: MAF 02/09/11
SURVEYOR'S D.A.R.: 02/09/11
SCALE: 1" = 30'
FIELD BOOK: 10-73 & 25-26
ENG. NO.: 1001006

SURVEYOR'S CERTIFICATE:
 I HEREBY CERTIFY THAT THE SURVEY DEPICTED HEREON
 IS TRUE AND MEETS THE MINIMUM TECHNICAL STANDARDS
 SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL
 SURVEYORS AND MAPPERS IN CHAPTER 54-37,
 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION
 472.027, FLORIDA STATUTES.

DAVID J. KUGELMANN P.L.S. NO. 5117
 STATE OF FLORIDA



PETITIONER'S BOUNDARY SURVEY: KIDD PARCEL

BOUNDARY SURVEY

SHEET 1 OF 2

EXHIBIT "A"

SECTION 2, TOWNSHIP 25 SOUTH, RANGE 36 EAST

NOT VALID WITHOUT THE SKETCH ON SHEET 2 OF 2

PARCEL ID NUMBER: 25-36-02-25--4 & 25-36-02-25--2

PURPOSE OF SURVEY: VACATE A PORTION OF MOORE AVENUE

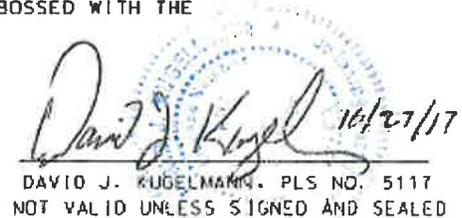
LEGAL DESCRIPTION (BY SURVEYOR):

THAT PORTION OF 50.00 FOOT WIDE PUBLIC RIGHT-OF-WAY OF MOORE AVENUE AS ESTABLISHED BY THE PLAT OF "GRANDVIEW PARK" PER PLAT BOOK 03, PAGE 57 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA WHICH LIES EASTERLY OF THAT VACATED PORTION OF SAID MOORE AVENUE AS RECORDED IN OFFICIAL RECORDS BOOK 0886, PAGE 0530 OF SAID PUBLIC RECORDS AND WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF GRANDVIEW DRIVE, A 50.00 FOOT WIDE PUBLIC RIGHT-OF-WAY PER SAID PLAT; LESS AND EXCEPT THEREFROM THE NORTH 25.00 FEET OF THE EAST 50.00 FEET, CONTAINING 0.158 ACRES OR 6900.00 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. FLOOD ZONE "X" PER FLOOD INSURANCE RATE MAP 12009C0430G, MARCH 17, 2014.
2. FENCE OWNERSHIP UNKNOWN.
3. BEARINGS DEPICTED HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF MOORE AVENUE HAVING A PLAT BEARING OF S90°00'00"E.
4. SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.
5. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH.
6. SURVEY DOES NOT WARRANT TITLE.
7. UNDERGROUND FOUNDATIONS AND/OR UTILITIES NOT LOCATED AT TIME OF SURVEY.
8. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT (S) SHOWN HEREON; COPIES ARE VALID ONLY WHEN SIGNED, DATED AND EMBOSSED WITH THE SURVEYOR'S SEAL.

PREPARED FOR AND CERTIFIED TO:
MARK A. BREWER, WILLIAM D. KIDD &
COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA



David J. Kugelmann 10/27/17
DAVID J. KUGELMANN, PLS NO. 5117
NOT VALID UNLESS SIGNED AND SEALED

KUGELMANN LAND SURVEYING, INC.

30 NORTH TROPICAL TRAIL, SUITE B
MERRITT ISLAND, FLORIDA 32953
L.B. NO. 6575 - PHONE (321) 459-0930

DRAWN BY: <u>DJK</u>	CHECKED BY: <u>DJK</u>	DRAWING NO. <u>2011006VACATE.DGN</u>	SECTION <u>2</u>
DATE: <u>10/01/17</u>	SHEET <u>1</u> OF <u>2</u>	REVISIONS _____	TOWNSHIP <u>25</u> SOUTH
			RANGE <u>36</u> EAST

PETITIONER'S BOUNDARY

SURVEY 1 OF 2

BOUNDARY SURVEY

SHEET 2 OF 2

EXHIBIT "A"

SECTION 2, TOWNSHIP 25 SOUTH, RANGE 36 EAST

PARCEL ID NUMBER: 25-36-02-25-*4 & 25-36-02-25-*2

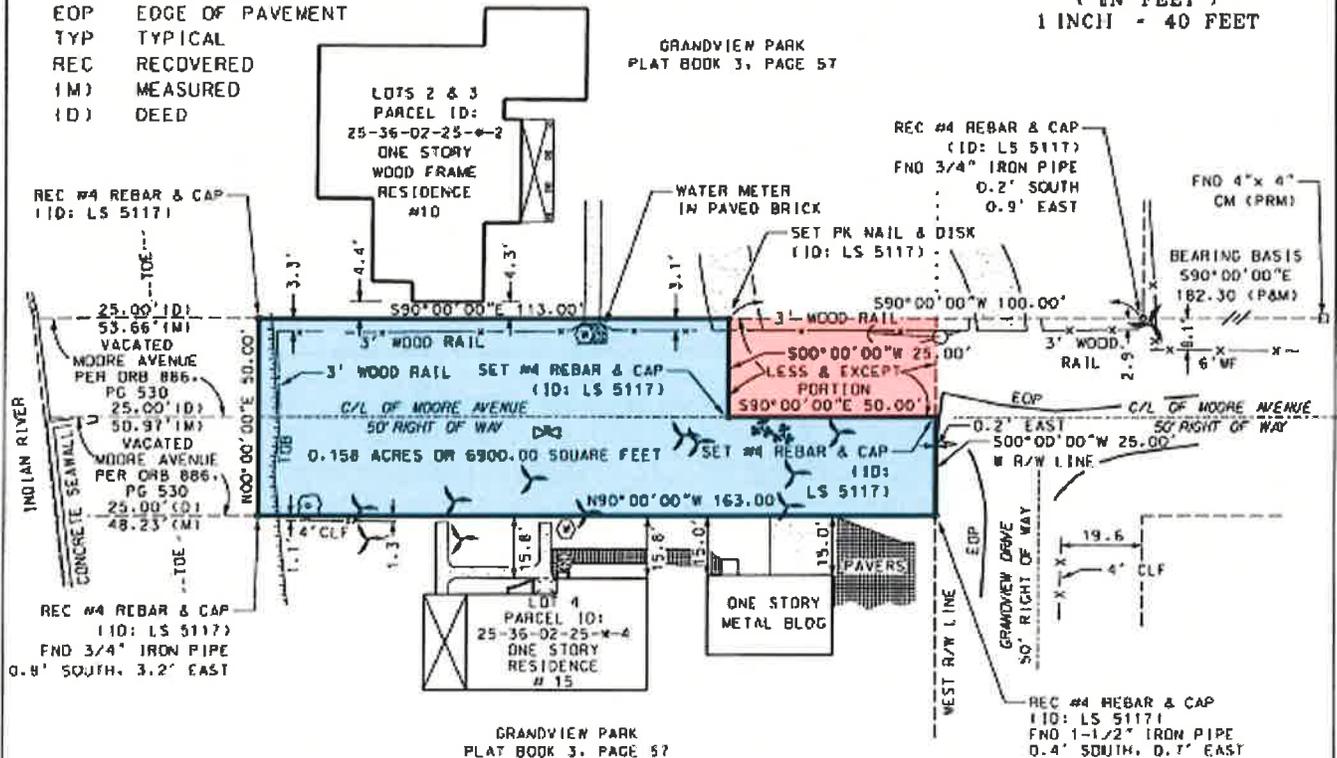
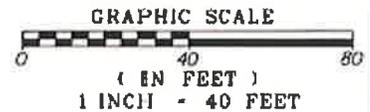
NOT VALID WITHOUT THE LEGAL DESCRIPTION ON SHEET 1 OF 2

ABBREVIATIONS:

- FND FOUND
- N&D NAIL & DISK
- ID IDENTIFICATION
- C/L CENTERLINE
- PCP PERMANENT CONTROL POINT
- PRM PERMANENT REFERENCE MONUMENT
- P&M PLAN & MEASURE
- D&M DEED & MEASURE
- P.U. & D.E. PUBLIC UTILITIES & DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITIES EASEMENT
- FPL ESMT FLORIDA POWER & LIGHT EASEMENT
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- CM CONCRETE MONUMENT
- WF WOOD FENCE
- TOB TOP OF BANK
- CB CONCRETE BLOCK
- CLF CHAIN LINK FENCE
- WF WOOD FENCE
- LS LICENSED SURVEYOR
- S/W SIDE WALK
- EOP EDGE OF PAVEMENT
- TYP TYPICAL
- REC RECOVERED
- (M) MEASURED
- (D) DEED

SYMBOL LEGEND:

- PALM TREE
- CAMPHOR TREE
- PINE TREE
- WATER METER
- POWER POLE
- GUY WIRE
- GATE VALVE/ BLOW OFF
- SHUT OFF VALVE



- = RIGHT-OF-WAY TO BE VACATED
- = EXCLUDED FROM RIGHT-OF-WAY TO BE VACATED

PROJECT NO. 2011006
 PREPARED BY: DAVID J. KUCELMANN, PLS

SECTION 2, TOWNSHIP 25 SOUTH, RANGE 36 EAST

PETITIONER'S BOUNDARY SURVEY 2 OF 2

Prepared by and return to:
Carie Shealy, City Clerk
City of Cocoa
351 Shearer Blvd.
Cocoa, Florida 32922

Parcel ID. #(s): 25-36-02-25-4

WATER LINE & INGRESS/EGRESS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made the last date signed below, by Mark Brewer, and has a mailing address of 15 Moore Ave, Merritt Island 32952 (hereinafter "**Grantor**") in favor of the **CITY OF COCOA**, a Florida municipal corporation, and having a mailing address of 65 Stone Street, Cocoa, Florida 32922 (hereinafter "**Grantee**").

WITNESSETH:

WHEREAS, **Grantor** is the owner of real property located within Brevard County, Florida; and

WHEREAS, **Grantee** requires a non-exclusive perpetual easement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of such facilities, as well as a non-exclusive perpetual easement for ingress and egress across **Grantor's** property in order to access and use the Water Line Easement as provided herein; and

WHEREAS, providing of Water Line Facilities to the Property constitute a public purpose; and

NOW, THEREFORE, in consideration of the public purpose stated herein, and the mutual covenants, terms, and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated fully herein by this reference.

2. **Grant of Easement.** **Grantor** hereby voluntarily grants and conveys to **Grantee**, subject to any previous and duly recorded easements or grants of record, a perpetual non-exclusive ingress and egress easement and a water line easement over, under, through, and across the real property described in **Exhibit "A"**, a copy of which is attached hereto and incorporated herein by this reference (hereinafter "**Ingress and Egress and Water Line Easement**"). Said easements shall be of the nature and character and to the extent hereinafter set forth.

3. **Purpose of Water Line Easement.** The Water Line Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the property within the Water Line Easement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of such water line facilities as may be reasonably and customarily necessary for Grantee to provide water service to the Property.

4. **Purpose of Ingress/Egress Easement.** The Ingress/Egress Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the property within the Ingress/Egress Easement to reasonably access its Water Line Facilities contained within the Water Line Easement for the purposes provided therein.

5. **Rights and Obligations of Grantee.** To accomplish the purpose stated above, and at Grantee's sole expense, the following rights are conveyed to Grantee by this Easement:

(a) the right for Grantee to inspect, alter, improve, construct, repair, rebuild, relocate and remove, connect to, disconnect from, and maintain the Water Line Facilities and related appurtenances within the Water Line Easement;

(b) all other rights and privileges reasonably and customarily necessary or convenient for Grantee's safe and efficient operation, maintenance, and/or repair of the Water Line Facilities; including convenient and reasonable access to such facilities; and

(c) for the enjoyment and use of said easements for the purposes described above.

In addition, Grantee agrees to and shall promptly restore, or cause to be restored; the surface and subsurface of the real property described herein to the condition said property was in prior to the performance of any construction, reconstruction, replacement, removal, enlargement, operation, inspection, maintenance, repair improvement, relocation or any other use or work contemplated by this Easement Agreement. Any such restoration shall be in a workman like manner acceptable to the Grantor. Grantee shall use its best efforts in its use of the easement areas to not interfere with use by Grantor, its tenants, guests and invitees of adjacent property owned by Grantor.

6. **Grantors Use of Easement.** Subject to and conditioned upon the provisions of Paragraph 3 and 4 of this Agreement, Grantor hereby reserves for itself the right to use the easement areas; provided, however, that Grantor's use may not (i) violate any provision of this Easement Agreement, or (ii) unreasonably interfere with any of Grantee's easements, rights or interest under this Agreement. Notwithstanding anything to the contrary contained herein, Grantor shall not have the right to relocate the Water Line Easement on Grantor's property.

7. **Easements Run with the Land.** These easements shall remain a charge against the property. Therefore, these easements shall run with the land and be automatically assigned by any deed or other conveyance conveying the easement property, or a portion thereof, relating to these easements, even though the

conveyance makes no reference to these easements as such.

8. **Recordation.** Grantee or its designate shall record this instrument in a timely fashion in the Official Records of Brevard County, Florida and may re-record it at any time as may be required to preserve its rights in this Easement.

9. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed as a waiver of the Grantee's right to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the Grantee's potential liability under state or federal law.

10. **Indemnification.** Grantee agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless Grantor from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability, arising from, out of, or caused by: Grantee, its officers, employees, agents, or contractors, negligent or intentional acts, errors, omissions in the operation, maintenance, construction, repair or other use contemplated herein of the Water Line Facilities, except to the extent of negligence or wanton misconduct of the Grantor.

The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the Grantor, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the Grantor which may result under this Agreement. In all events, the Grantor shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are not greater than a rate deemed reasonable in Brevard County, Florida.

11. **Injunctive Relief.** The parties agree that, in the event of default, there may not be an adequate remedy at law, and therefore, it is agreed the parties shall be entitled to seek injunctive relief, including a mandatory injunction.

12. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in Brevard County, Florida. The parties agree that the Agreement was consummated in Brevard County, and the site of the easements is in Orange County, Florida.

13. **Notice.** All notices, demands, requests, consents, approvals or other communications (collectively, "Notices") required or permitted to be given hereunder or which are given with respect to this Agreement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO GRANTOR:

TO GRANTEE:

Attn: City Manager
City of Cocoa, Florida
351 Shearer Blvd.
Cocoa, FL 32922

or to such other address as such party shall have specified most recently by like Notice. The aforesaid attorneys for the parties hereto are hereby respectively authorized to give any Notice permitted under this Agreement. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

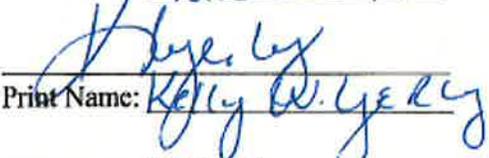
14 Modification. This Easement shall only be modified by a written instrument executed by the parties hereto or any successor, assigns, heirs, or representatives thereto.

15. Entire Agreement. This Easement constitutes the full and entire agreement between the parties hereto and supersedes any oral or written prior communications between the parties related to the subject matter contained in this Easement. The laws of Florida shall govern this Easement.

IN WITNESS WHEREOF, Grantor and Grantee have set their respective hands on the day and year first below written.

WITNESSES:


Print Name: Valerie J. Keet


Print Name: Kelly W. Yery

GRANTOR

By: 

Date: Oct 27, 2017

**STATE OF FLORIDA
COUNTY OF BREVARD**

I HEREBY certify that the foregoing instrument was acknowledged before me this 27th day of October, 2017, by Mark Brewer, the _____, who is personally known to me, or who has produced FL DL as identification.

CITY OF COCOA REPLACEMENT
EASEMENT: BREWER PARCEL - 4 OF 7



[Signature]
Notary Public, State of Florida
Print Name Kelly W. Lyerly
My commission expires: 12/10/18

GRANTEE

CITY OF COCOA ACCEPTANCE

[Signature] For:
John A. Titkanich, Jr., City Manager

**STATE OF FLORIDA
COUNTY OF BREVARD**

I HEREBY certify that the foregoing instrument was acknowledged before me this 31st day of October, 2017, by John A. Titkanich, Jr., as City Manager of the City of Cocoa who is personally known to me, or who has produced Matthew Fuhrer as identification.



Carrie E. Shealy
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG102485
Expires 8/30/2021

[Signature]
Notary Public, State of Florida
Print Name Carrie E. Shealy
My commission expires: 8/30/2021

CITY OF COCOA REPLACEMENT
EASEMENT: BREWER PARCEL - 5 OF 7

LEGAL DESCRIPTION

SHEET 1 OF 2

EXHIBIT "A"

SECTION 2, TOWNSHIP 25 SOUTH, RANGE 36 EAST

PARCEL ID NUMBER: 29-36-02-25-#-4

NOT VALID WITHOUT THE
SKETCH ON SHEET 2 OF 2

PURPOSE OF SURVEY: UTILITY - INGRESS & EGRESS EASEMENT

LEGAL DESCRIPTION (BY SURVEYOR):

THE EAST 101.33 FEET OF THE SOUTH 25.00 FEET OF THAT PORTION OF THE 50.00 FOOT WIDE PUBLIC RIGHT-OF-WAY OF MOORE AVENUE WHICH LIES WESTERLY OF THE 50.00 FOOT WIDE PUBLIC RIGHT-OF-WAY GRANDVIEW DRIVE, ALL AS SHOWN ON THE PLAT OF "GRANDVIEW PARK" AS RECORDED IN PLAT BOOK 03, PAGE 57 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LESS AND EXCEPT THEREFROM THE SOUTH 10.00 FEET OF THE EAST 50.00 FEET; CONTAINING 0.047 ACRES OR 2,033.25 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. FLOOD ZONE "X" PER FLOOD INSURANCE RATE MAP 12009C0430G, MARCH 17, 2014.
3. FENCE OWNERSHIP UNKNOWN.
4. BEARINGS DEPICTED HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF MOORE AVENUE HAVING A PLAT BEARING OF S90°00'00"E.
5. THE IMPROVEMENTS SHOWN HEREON ARE BASED ON A BOUNDARY SURVEY PREPARED BY KUGELMANN LAND SURVEYING, INC. DRAWING NO. 201006VACATE.DGN, SHEETS 1-2 OF 2 DATED 10/01/17.
6. THIS SKETCH AND DESCRIPTION WAS PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT (S) SHOWN HEREON; COPIES ARE VALID ONLY WHEN SIGNED, DATED AND EMBOSSED WITH THE SURVEYOR'S SEAL.

PREPARED FOR AND CERTIFIED TO:
MARK A. BREWER



DAVID J. KUGELMANN, PLS. NO. 5117
NOT VALID UNLESS SIGNED AND SEALED

KUGELMANN LAND SURVEYING, INC.

30 NORTH TROPICAL TRAIL, SUITE B
MERRITT ISLAND, FLORIDA 32953
L.B. NO. 6575 - PHONE (321) 459-0930

DRAWN BY: <u>DJK</u>	CHECKED BY: <u>DJK</u>	DRAWING NO. <u>BREWER_ESMT.DGN</u>	SECTION <u>2</u>
DATE: <u>10/19/17</u>	SHEET <u>1</u> OF <u>2</u>	REVISIONS _____	TOWNSHIP <u>25</u> SOUTH
			RANGE <u>36</u> EAST

CITY OF COCOA REPLACEMENT

EASEMENT: BREWER PARCEL - 6 OF 7

SKETCH OF DESCRIPTION

SHEET 2 OF 2
EXHIBIT "A"

SECTION 2, TOWNSHIP 25 SOUTH, RANGE 36 EAST

PARCEL ID NUMBER: 25-36-02-25--4

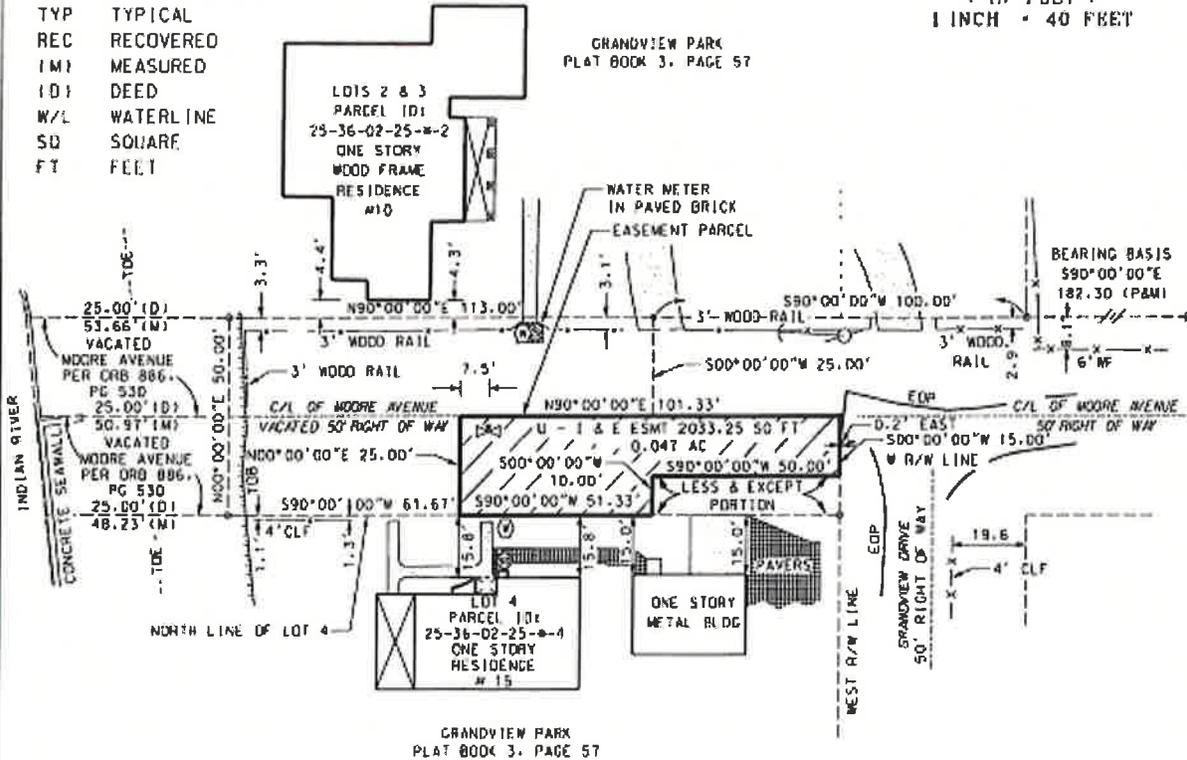
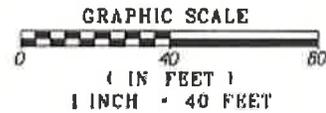
NOT VALID WITHOUT THE LEGAL
DESCRIPTION ON SHEET 1 OF 2

ABBREVIATIONS:

- FND FOUND
- N&D NAIL & DISK
- ID IDENTIFICATION
- C/L CENTERLINE
- PCP PERMANENT CONTROL POINT
- PRM PERMANENT REFERENCE MONUMENT
- P&M PLAN & MEASURE
- D&M DEED & MEASURE
- P-U-& D-E. PUBLIC UTILITIES & DRAINAGE EASEMENT
- P-U-E. PUBLIC UTILITIES EASEMENT
- FPL ESMT FLORIDA POWER & LIGHT EASEMENT
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- U - I & E UTILITY - INGRESS & EGRESS
- ESMT EASEMENT
- WF WOOD FENCE
- TOB TOP OF BANK
- CH CONCRETE BLOCK
- CLF CHAIN LINK FENCE
- LS LICENSED SURVEYOR
- S/W SIDEWALK
- EOP EDGE OF PAVEMENT
- TYP TYPICAL
- REC RECOVERED
- IM MEASURED
- ID DEED
- W/L WATERLINE
- SD SQUARE
- FT FEET

SYMBOL LEGEND:

- WATER METER
- POWER POLE
- GUY WIRE
- GATE VALVE/ BLOW OFF
- SHUT OFF VALVE



SECTION 2, TOWNSHIP 25 SOUTH, RANGE 36 EAST

PROJECT NO. 2011006
PREPARED BY: DAVID J. KUGELMANN, PLS

CITY OF COCOA REPLACEMENT EASEMENT: BREWER PARCEL - 7 OF 7

Prepared by and return to:
Carie Shealy, City Clerk
City of Cocoa
351 Shearer Blvd.
Cocoa, Florida 32922

Parcel ID. #(s): 25-36-02-25*-2

WATER LINE & INGRESS/EGRESS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made the last date signed below, by William Kidd, and has a mailing address of 10 Moore Ave. Merritt Island 32952 (hereinafter "Grantor") in favor of the CITY OF COCOA, a Florida municipal corporation, and having a mailing address of 65 Stone Street, Cocoa, Florida 32922 (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of real property located within Brevard County, Florida; and

WHEREAS, Grantee requires a non-exclusive perpetual easement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of such facilities, as well as a non-exclusive perpetual easement for ingress and egress across Grantor's property in order to access and use the Water Line Easement as provided herein; and

WHEREAS, providing of Water Line Facilities to the Property constitute a public purpose; and

NOW, THEREFORE, in consideration of the public purpose stated herein, and the mutual covenants, terms, and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated fully herein by this reference.
2. **Grant of Easement.** Grantor hereby voluntarily grants and conveys to Grantee, subject to any previous and duly recorded easements or grants of record, a perpetual non-exclusive ingress and egress easement and a water line easement over, under, through, and across the real property described in Exhibit "A", a copy of which is attached hereto and incorporated herein by this reference (hereinafter "Ingress and Egress and Water Line Easement"). Said easements shall be of the nature and character and to the extent hereinafter set forth.

CITY OF COCOA REPLACEMENT
EASEMENT: KIDD PARCEL – 1 OF 7

3. **Purpose of Water Line Easement.** The Water Line Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the property within the Water Line Easement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of such water line facilities as may be reasonably and customarily necessary for Grantee to provide water service to the Property.

4. **Purpose of Ingress/Egress Easement.** The Ingress/Egress Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the property within the Ingress/Egress Easement to reasonably access its Water Line Facilities contained within the Water Line Easement for the purposes provided therein.

5. **Rights and Obligations of Grantee.** To accomplish the purpose stated above, and at Grantee's sole expense, the following rights are conveyed to Grantee by this Easement:

(a) the right for Grantee to inspect, alter, improve, construct, repair, rebuild, relocate and remove, connect to, disconnect from, and maintain the Water Line Facilities and related appurtenances within the Water Line Easement;

(b) all other rights and privileges reasonably and customarily necessary or convenient for Grantee's safe and efficient operation, maintenance, and/or repair of the Water Line Facilities; including convenient and reasonable access to such facilities; and

(c) for the enjoyment and use of said easements for the purposes described above.

In addition, Grantee agrees to and shall promptly restore, or cause to be restored; the surface and subsurface of the real property described herein to the condition said property was in prior to the performance of any construction, reconstruction, replacement, removal, enlargement, operation, inspection, maintenance, repair improvement, relocation or any other use or work contemplated by this Easement Agreement. Any such restoration shall be in a workman like manner acceptable to the Grantor. Grantee shall use its best efforts in its use of the easement areas to not interfere with use by Grantor, its tenants, guests and invitees of adjacent property owned by Grantor.

6. **Grantors Use of Easement.** Subject to and conditioned upon the provisions of Paragraph 3 and 4 of this Agreement, Grantor hereby reserves for itself the right to use the easement areas; provided, however, that Grantor's use may not (i) violate any provision of this Easement Agreement, or (ii) unreasonably interfere with any of Grantee's easements, rights or interest under this Agreement. Notwithstanding anything to the contrary contained herein, Grantor shall not have the right to relocate the Water Line Easement on Grantor's property.

7. **Easements Run with the Land.** These easements shall remain a charge against the property. Therefore, these easements shall run with the land and be automatically assigned by any deed or other conveyance conveying the easement property, or a portion thereof, relating to these easements, even though the

conveyance makes no reference to these easements as such.

8. **Recordation.** Grantee or its designate shall record this instrument in a timely fashion in the Official Records of Brevard County, Florida and may re-record it at any time as may be required to preserve its rights in this Easement.

9. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed as a waiver of the Grantee's right to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the Grantee's potential liability under state or federal law.

10. **Indemnification.** Grantee agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless Grantor from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability, arising from, out of, or caused by: Grantee, its officers, employees, agents, or contractors, negligent or intentional acts, errors, omissions in the operation, maintenance, construction, repair or other use contemplated herein of the Water Line Facilities, except to the extent of negligence or wanton misconduct of the Grantor.

The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the Grantor, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the Grantor which may result under this Agreement. In all events, the Grantor shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are not greater than a rate deemed reasonable in Brevard County, Florida.

11. **Injunctive Relief.** The parties agree that, in the event of default, there may not be an adequate remedy at law, and therefore, it is agreed the parties shall be entitled to seek injunctive relief, including a mandatory injunction.

12. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in Brevard County, Florida. The parties agree that the Agreement was consummated in Brevard County, and the site of the easements is in Orange County, Florida.

13. **Notice.** All notices, demands, requests, consents, approvals or other communications (collectively, "Notices") required or permitted to be given hereunder or which are given with respect to this Agreement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO GRANTOR:

TO GRANTEE:

Attn: City Manager
City of Cocoa, Florida
351 Shearer Blvd.
Cocoa, FL 32922

or to such other address as such party shall have specified most recently by like Notice. The aforesaid attorneys for the parties hereto are hereby respectively authorized to give any Notice permitted under this Agreement. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

14 **Modification.** This Easement shall only be modified by a written instrument executed by the parties hereto or any successor, assigns, heirs, or representatives thereto.

15. **Entire Agreement.** This Easement constitutes the full and entire agreement between the parties hereto and supersedes any oral or written prior communications between the parties related to the subject matter contained in this Easement. The laws of Florida shall govern this Easement.

IN WITNESS WHEREOF, Grantor and Grantee have set their respective hands on the day and year first below written.

WITNESSES:

Valerie J. Keet
Print Name: Valerie J. Keet
Kelly W. Lyealy
Print Name: Kelly W. Lyealy

GRANTOR

By: Will Kidd
Date: 10/27/, 2017

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY certify that the foregoing instrument was acknowledged before me this 27th day of October, 2017, by William Kidd, the Grantor, who is personally known to me, or who has produced _____ as identification.

CITY OF COCOA REPLACEMENT
EASEMENT: KIDD PARCEL - 4 OF 7



Kelly W. Lyerly
Notary Public, State of Florida

Print Name Kelly W. Lyerly

My commission expires: 12/10/18

GRANTEE

CITY OF COCOA ACCEPTANCE

John A. Titkanich, Jr.
John A. Titkanich, Jr., City Manager

**STATE OF FLORIDA
COUNTY OF BREVARD**

I HEREBY certify ^{Matthew Titkanich} that the foregoing instrument was acknowledged before me this 31st day of October, 2017, by John A. Titkanich, Jr., as City Manager of the City of Cocoa who is personally known to me, or who has produced _____ as identification.



Carrie E. Shealy
Notary Public, State of Florida

Print Name Carrie E. Shealy

My commission expires: 8/30/2021

CITY OF COCOA REPLACEMENT
EASEMENT: KIDD PARCEL - 5 OF 7

LEGAL DESCRIPTION

SHEET 1 OF 2

SECTION 2, TOWNSHIP 25 SOUTH, RANGE 36 EAST

EXHIBIT "A"

PARCEL ID NUMBER: 25-36-02-25*-2

NOT VALID WITHOUT THE
SKETCH ON SHEET 2 OF 2

PURPOSE OF SURVEY: UTILITY - INGRESS & EGRESS EASEMENT

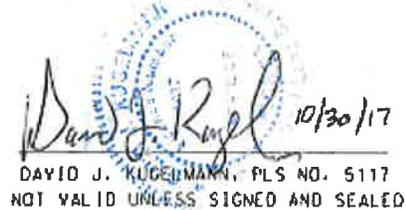
LEGAL DESCRIPTION (BY SURVEYOR):

THE WEST 51.33 FEET OF THE EAST 101.33 FEET OF THE NORTH 25.00 FEET OF THAT PORTION OF THE 50.00 FOOT WIDE PUBLIC RIGHT-OF-WAY OF MOORE AVENUE WHICH LIES WESTERLY OF THE 50.00 FOOT WIDE RIGHT-OF-WAY OF GRANDVIEW DRIVE, ALL AS SHOWN ON THE PLAT OF "GRANDVIEW PARK" AS RECORDED IN PLAT BOOK 03, PAGE 57 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; SAID EASEMENT CONTAINING 0.029 ACRES OR 1,283.25 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. FLOOD ZONE "X" PER FLOOD INSURANCE RATE MAP 12009C0430G, MARCH 17, 2014.
3. FENCE OWNERSHIP UNKNOWN.
4. BEARINGS DEPICTED HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF MOORE AVENUE HAVING A PLAT BEARING OF S90°00'00"E.
5. THE IMPROVEMENTS SHOWN HEREON ARE BASED ON A BOUNDARY SURVEY PREPARED BY KUGELMANN LAND SURVEYING, INC. DRAWING NO. 201006VACATE.DGN, SHEETS 1-2 OF 2 DATED 10/01/17.
6. THIS SKETCH AND DESCRIPTION WAS PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT (S) SHOWN HEREON; COPIES ARE VALID ONLY WHEN SIGNED, DATED AND EMBOSSED WITH THE SURVEYOR'S SEAL.

PREPARED FOR AND CERTIFIED TO:
WILLIAM D. KIDD



Signature: David J. Kugelmann
Date: 10/30/17
DAYID J. KUGELMANN, PLS NO. 5117
NOT VALID UNLESS SIGNED AND SEALED

KUGELMANN LAND SURVEYING, INC.

30 NORTH TROPICAL TRAIL, SUITE B
MERRITT ISLAND, FLORIDA 32953
L.B. NO. 6575 - PHONE 13211 459-0930

DRAWN BY: <u> DJK </u>	CHECKED BY: <u> DJK </u>	DRAWING NO. <u> BREWER.ESMT.DGN </u>	SECTION <u> 2 </u>
DATE: <u> 10/19/17 </u>	SHEET <u> 1 </u> OF <u> 2 </u>	REVISIONS <u> </u>	TOWNSHIP <u> 25 </u> SOUTH
			RANGE <u> 36 </u> EAST

CITY OF COCOA REPLACEMENT
EASEMENT: KIDD PARCEL - 6 OF 7

SKETCH OF DESCRIPTION

SHEET 2 OF 2

EXHIBIT "A"

SECTION 2, TOWNSHIP 25 SOUTH, RANGE 36 EAST

PARCEL ID NUMBER: 25-36-02-25-#-2

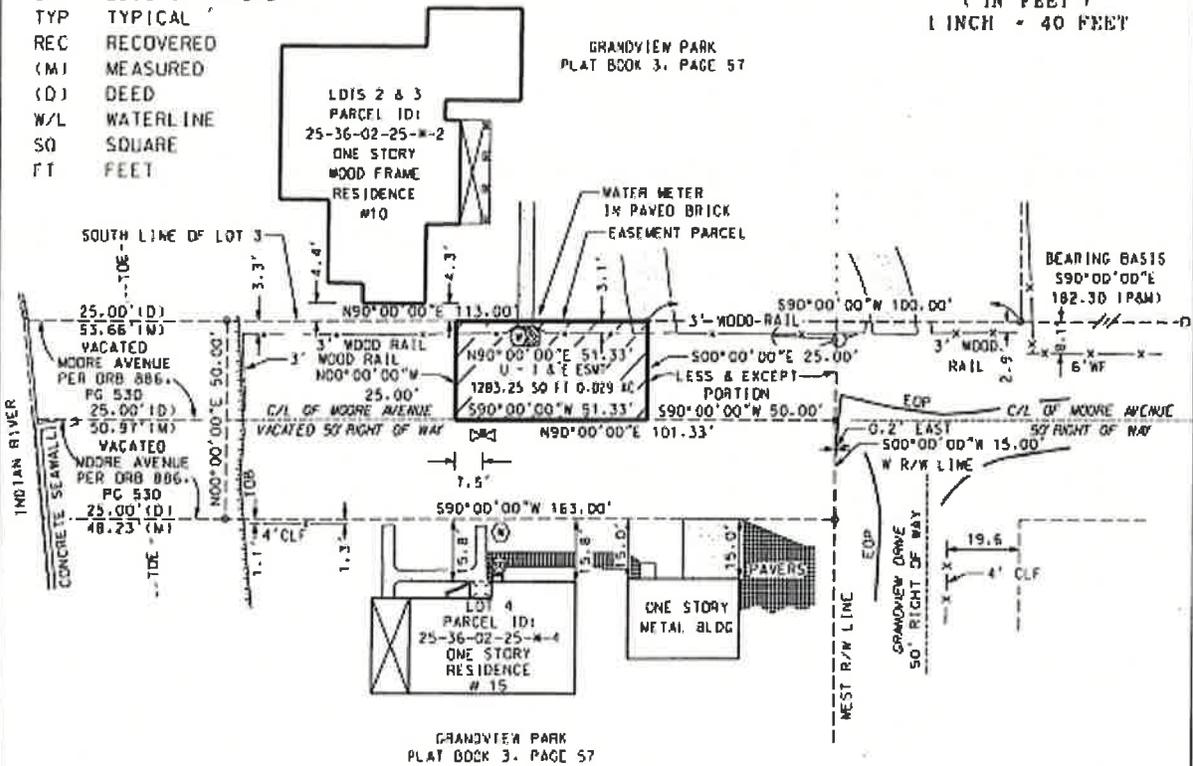
NOT VALID WITHOUT THE LEGAL DESCRIPTION ON SHEET 1 OF 2

ABBREVIATIONS:

- FND FOUND
- N&D NAIL & DISK
- ID IDENTIFICATION
- C/L CENTERLINE
- PCP PERMANENT CONTROL POINT
- PRM PERMANENT REFERENCE MONUMENT
- P&M PLAN & MEASURE
- D&M DEED & MEASURE
- P.U. & D.E. PUBLIC UTILITIES & DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITIES EASEMENT
- FPL ESMT FLORIDA POWER & LIGHT EASEMENT
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- U - I & E UTILITY - INGRESS & EGRESS
- ESMT EASEMENT
- WF WOOD FENCE
- TOB TOP OF BANK
- CB CONCRETE BLOCK
- CLF CHAIN LINK FENCE
- LS LICENSED SURVEYOR
- S/W SIDEWALK
- EOP EDGE OF PAVEMENT
- TYP TYPICAL
- REC RECOVERED
- (M) MEASURED
- (D) DEED
- W/L WATERLINE
- SQ SQUARE
- FT FEET

SYMBOL LEGEND:

- WATER METER
- POWER POLE
- GUY WIRE
- GATE VALVE/ BLOW OFF
- SHUT OFF VALVE



SECTION 2, TOWNSHIP 25 SOUTH, RANGE 36 EAST

PROJECT NO. 2011006

PREPARED BY: DAVID J. KUGELMANN, PLS

CITY OF COCOA REPLACEMENT EASEMENT: KIDD PARCEL - 7 OF 7

COMMENT SUMMARY

APPLICANT: NANCY JOHNSON

UPDATE BY/DATE: MARC CAZESSÜS, PLS - 20171011 @ 10:00 HRS

COMPANIES	NOTIFIED	COMMENTS		STIPULATIONS/REMARKS
		RECEIVED	APPROVED	
UTILITIES				
CITY OF COCOA	20170920	20170921	YES	NO OBJECTIONS
FLORIDA CITY GAS	20170920	20170920	YES	NO OBJECTIONS
BRIGHT HOUSE NETWORKS	20170920	20170921	YES	NO OBJECTIONS
FPL	20170920	20171009	YES	NO OBJECTIONS
AT & T	20170920	20170921	YES	NO OBJECTIONS
COUNTY STAFF				
ROAD & BRIDGE	20170920	20170926	YES	NO OBJECTIONS - SUSAN JACKSON
LAND PLANNING	20170920	20170920	YES	NO OBJECTIONS - REBECCA RAGAIN
UTILITY SERVICES	20170920	20170921	YES	NO OBJECTIONS - TAMMY HURLEY
NRMD / STORM WATER	20170920	20170920	YES	NO OBJECTIONS - HARVEY WHEELER
ZONING	20170920	20170920	YES	NO OBJECTIONS - PAUL BODY

COMMENT SHEET

**LEGAL NOTICE
FOR THE PARTIAL VACATING OF THE UN-
OPENED, 50.0 FT. WIDE PUBLIC RIGHT-
OF-WAY OF MOORE AVENUE, PLAT OF
"GRANDVIEW PARK" IN SECTION 02,
TOWNSHIP 25 SOUTH, RANGE 36 EAST,
MERRITT ISLAND, FL**

NOTICE IS HEREBY GIVEN that pursuant to Chapter 336.09, Florida Statutes, and Chapter 86, Article II, Section 86-36, Brevard County Code, a petition has been filed by **MARK A. BREWER AND WILLIAM & SHIRLEY KIDD** with the Board of County Commissioners of Brevard County, Florida, to request vacating the following described property, to wit:
SEE EXHIBIT "A"

The Board of County Commissioners will hold a public hearing to determine the advisability of such vacating of the above-described right-of-way at **5:00 P.M. on December 05, 2017** at the Brevard County Government Center Board Room, Building C., 2725 Judge Fran Jamieson Way, Viera, Florida, at which time and place all those for or against the same may be heard before final action is taken.

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the board, agency, or commission with respect to the vacating, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

Persons seeking to preserve a verbatim transcript of the record must make those arrangements at their own expense.

The needs of hearing or visually impaired persons shall be met if the department sponsoring the meeting/hearing is contacted at least 48 hours prior to the public meeting/hearing by any person wishing assistance.

EXHIBIT "A"

THAT PORTION OF 50.00 FOOT WIDE PUBLIC RIGHT-OF-WAY OF MOORE AVENUE AS ESTABLISHED BY THE PLAT OF "GRANDVIEW PARK" PER PLAT BOOK 03, PAGE 57 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA WHICH LIES EASTERLY OF THAT VACATED PORTION OF SAID MOORE AVENUE AS RECORDED IN OFFICIAL RECORDS BOOK 0886, PAGE 0530 OF SAID PUBLIC RECORDS AND WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF GRANDVIEW DRIVE, A 50.00 FOOT WIDE PUBLIC RIGHT-OF-WAY PER SAID PLAT; LESS AND EXCEPT THEREFROM THE NORTH 25.00 FEET OF THE EAST 50.00 FEET. CONTAINING 0.158 ACRES OR 5900.00 SQUARE FEET. MORE OR LESS, PREPARED BY DAVID J. KUGELMANN, PLS

PUBLIC HEARING LEGAL
ADVERTISEMENT

THAT PORTION OF 50.00 FOOT WIDE PUBLIC RIGHT-OF-WAY OF MOORE AVENUE AS ESTABLISHED BY THE PLAT OF "GRANDVIEW PARK" PER PLAT BOOK 03, PAGE 57 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA WHICH LIES EASTERLY OF THAT VACATED PORTION OF SAID MOORE AVENUE AS RECORDED IN OFFICIAL RECORDS BOOK 0886, PAGE 0530 OF SAID PUBLIC RECORDS AND WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF GRANDVIEW DRIVE, A 50.00 FOOT WIDE PUBLIC RIGHT-OF-WAY PER SAID PLAT; LESS AND EXCEPT THEREFROM THE NORTH 25.00 FEET OF THE EAST 50.00 FEET. CONTAINING 0.158 ACRES OR 5900.00 SQUARE FEET. MORE OR LESS. PREPARED BY DAVID J. KUGELMANN, PLS