



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.6.

1/27/2026

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### Subject:

Approval, Re: Resolution, Fee Simple Conveyance by County Deed and Easement Agreement (Drainage and Access) to Douglas Simon and Nancy Simon, husband and wife; Settlement of Case No. 05-2025-CA-024682-XXCA-BC (Douglas Simon and Nancy Simon v. Brevard County) - District 2.

### Fiscal Impact:

None

### Dept/Office:

Public Works Department / Land Acquisition Office

### Requested Action:

It is requested that the Board of County Commissioners 1) adopt and authorize the Chair to execute a Resolution authorizing conveyance of real property interest by the County, 2) approve and authorize the Chair to execute the attached County Deed and Easement Agreement (Drainage and Access), and 3) authorize the County Manager to execute any and all documents necessary to resolve the lawsuit between the Simons and Brevard County (Case No. 05-2025-CA-024682-XXCA-BC).

### Summary Explanation and Background:

The subject property is located in Section 23, Township 25 South, Range 36 East, on Rockledge Drive, east of US Highway 1, and northeast of Bonaventure Drive in Rockledge.

Brevard County obtained ownership of the right-of-way along 2050 Rockledge Drive, Rockledge, by Maintenance Map filed in Road Plat Book 6, Pages 1 through 11. The Maintenance Map included a portion of the pavers and wall along the property located at 2050 Rockledge Drive, Rockledge. The Simons filed suit against the County and, after discussions between the parties, the County has decided to convey the portions of the wall and pavers, acquired through the Maintenance Map, back to the Simons. In exchange, the Simons have agreed to execute an Easement Agreement (Drainage and Access) with the County over the paver area to allow the County access for maintenance of the existing drainage facilities.

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 Resolution, County Deed and Drainage and Access Easement Agreement.

**BOARD OF COUNTY COMMISSIONERS**



**AGENDA REVIEW SHEET**

AGENDA: Resolution, Fee Simple Conveyance by County Deed and Easement Agreement (Drainage and Access) to Douglas Simon and Nancy Simon, husband and wife; Settlement of Case No. 05-2025-CA-024682-XXCA-BC (Douglas Simon and Nancy Simon v. Brevard County) – District 2

AGENCY: Public Works Department / Land Acquisition Office

AGENCY CONTACT: Lisa J. Kruse / Land Acquisition Supervisor

CONTACT PHONE: 321-350-8336

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lisa J. Kruse, Supervisor		_____	<u>12/20/25</u>
COUNTY ATTORNEY Alex Esseesse Deputy County Attorney		_____	<u>12/22/25</u>



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

January 28, 2026

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

**TO:** Marc Bernath, Public Works Director

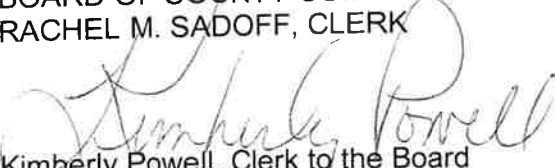
**RE:** F.6., Resolution, Fee Simple Conveyance by County Deed and Easement Agreement (Drainage and Access) to Douglas Simon and Nancy Simon, Husband and Wife; Settlement of Case No. 05-2025-CA-024682-XXCA-BC (Douglas Simon and Nancy Simon v. Brevard County)

The Board of County Commissioners, in regular session on January 27, 2026, adopted Resolution No. 26-004, authorizing conveyance of real property interest by the County; approved and authorized the Chair to execute the County Deed and Easement Agreement (Drainage and Access); and authorized the County Manager to execute any and all documents necessary to resolve the lawsuit between the Simons and Brevard County (Case No. 05-2025-CA-024682-XXCA-BC). Enclosed are fully-executed Resolution, County Deed, and Easement Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

  
Kimberly Powell, Clerk to the Board

/tr

Encls. (3)

cc: County Attorney  
Asset Management

**RESOLUTION NO. 26-004**

**RESOLUTION AUTHORIZING THE CONVEYANCE OF REAL PROPERTY INTEREST BY THE COUNTY; ACCEPTANCE OF EASEMENT.**

RECITALS

WHEREAS, on March 21, 2024, the Board of County Commissioners of Brevard County, Florida, adopted a resolution pertaining to a maintenance map for Rockledge Drive, recorded in the official records of Brevard County, Florida, OR Book 10020, Page 1535 (the "Maintenance Map"); and

WHEREAS, as part of the Maintenance Map, it was determined that a certain amount of clearance was needed to ensure existing public infrastructure and facilities on and along Rockledge Drive could be effectively maintained and reconstructed, as needed; and

WHEREAS, in order to help address drainage concerns on Rockledge Drive, the County installed particular drainage infrastructure in front of 2050 Rockledge Drive, Rockledge, Florida (the "Property"), which is owned by Douglas and Nancy Simon (the "Simons"); and

WHEREAS, due to the Maintenance Map including a portion of the Property's retaining wall and paver area, the Simons filed suit against the County to clarify ownership rights to said areas (Case No. 05-2025-CA-024682-XXCA-BC); and

WHEREAS, after discussions between the Simons and the County, it was determined that: (1) the County would convey the portion of the Property that fell within the Maintenance Map to the Simons by County Deed; and (2) the parties would enter into an easement agreement wherein the Simons provide the County with a drainage and access easement over the paver area, and the County will repair damage to the paver area that it causes as a result of maintenance or reconstruction of the drainage infrastructure ("Easement Agreement").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA that:

1. The recitals above are true and correct, and incorporated herein.
2. The Board finds that the exchange of the County Deed for the Easement Agreement protects the County's interests and ability to maintain and reconstruction the drainage infrastructure, while avoiding further litigation on this matter. To whatever extent certain provisions of Florida law apply, including, but not limited to, Section 125.38, Florida Statutes, and Section 2-247, Brevard County Code, the Board authorizes the Chair to sign all paperwork necessary to effectuate this transfer, including the Easement Agreement, and delegates authority to the County Manager to execute all necessary documents to settle Case No. 05-2025-CA-024682-XXCA-BC in accordance with the terms outlined herein and the Easement Agreement negotiated between the parties.
3. This Resolution shall take effect immediately upon its adoption.

**DONE, ORDERED, and ADOPTED** in Regular Session this 27th day of January 2026.

ATTEST:



Rachel M. Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

BY:   
Thad Altman, Chair

As approved by the Board on January 27, 2026

Prepared by and return to:  
Office of the County Attorney  
2725 Judge Fran Jamieson Way, Building C  
Viera, Florida 32940

**COUNTY DEED**

(Statutory Form - Section 125.411, Florida Statutes)

**THIS DEED**, made this 27th day of January, 2026, between BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and Douglas Simon and Nancy Simon, husband and wife, whose address is 2050 Rockledge Drive, Rockledge, Florida 32955, party of the second part.

[Whenever used herein the terms "party of the first part" and "party of the second part" include all the parties to this instrument and their heirs, legal representatives, successors, and assigns. "Party of the first part" and "party of the second part" are used for singular and plural, as the context requires, and the use of any gender shall include all genders.]

**WITNESSETH** that the party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00), to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land lying and being in Brevard County, Florida, to wit:

**See Exhibit 'A' attached hereto and by reference made a part hereof.**

Property Appraiser's Parcel Identification Numbers: n/a

**IN WITNESS WHEREOF** the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid.

ATTEST:

  
Rachel M. Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

By: 

Thad Altman, Chair

As approved by the Board on January 27, 2026

# LEGAL DESCRIPTION

PARCEL: 106A

PARENT PARCEL TAX ID#: 25-36-23-00-534.1

PURPOSE: FEE SIMPLE PARCEL (PARCEL 106A)

EXHIBIT "A"

SHEET 1 OF 2  
NOT VALID WITHOUT SHEETS 2 OF 2

THIS IS NOT A SURVEY  
SEE SURVEYORS NOTE #1

PARCEL 106A; FEE SIMPLE

A PARCEL OF LAND LOCATED WITHIN GOVERNMENT LOT 4, SECTION 23, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A PK NAIL AND DISK STAMPED "GRUSENMEYER LB 6710", SITUATED WITHIN A BRICK PAVER DRIVEWAY, AS SHOWN IN ROAD PLAT BOOK 6, PAGE 1, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. LOCATED 0.34 FEET EAST OF THE EDGE OF PAVEMENT OF ROCKLEDGE DRIVE. SAID POINT LIES AT THE INTERSECTION OF THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7425, PAGE 2457 OF SAID PUBLIC RECORDS AND THE EASTERLY RIGHT OF WAY OF ROCKLEDGE DRIVE, AS DESCRIBED IN SAID ROAD PLAT BOOK 6, PAGE 1; THENCE SOUTH 61°44'22" WEST ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7425, PAGE 2457 FOR A DISTANCE OF 0.34 FEET, TO THE-EASTERLY EDGE OF PAVEMENT OF ROCKLEDGE DRIVE; THENCE ALONG THE EASTERLY EDGE OF PAVEMENT OF ROCKLEDGE DRIVE, THE FOLLOWING FOUR (4) COURSES; NORTH 34°33'53" WEST FOR A DISTANCE OF 7.32 FEET; THENCE NORTH 35°37'47" WEST FOR A DISTANCE OF 5.99 FEET; THENCE NORTH 35°35'16" WEST FOR A DISTANCE OF 11.18 FEET; THENCE NORTH 36°36'28" WEST FOR A DISTANCE OF 46.19 FEET; THENCE DEPARTING THE EAST EDGE OF PAVEMENT, ALSO BEING THE EASTERLY RIGHT OF WAY OF SAID ROAD PLAT BOOK 6, PAGE 1, NORTH 53°11'53" EAST FOR A DISTANCE OF 3.65 FEET; THENCE SOUTH 33°28'33" EAST ALONG SAID EASTERLY RIGHT OF WAY FOR A DISTANCE OF 70.84 FEET TO THE POINT OF BEGINNING, CONTAINING 127 SQUARE FEET, MORE OR LESS.

SURVEYORS NOTES:

1. THIS SKETCH IS NOT A SURVEY OF ANY TYPE BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF ROAD PLAT BOOK 6, PAGE 1 ADJACENT TO THE WEST LINE OF TAX PARCEL 25-36-23-00-534.1 AS DESCRIBED IN OFFICIAL RECORD BOOK 7425, PAGE 2457 AS NOTED HEREIN AS BEING SOUTH 33°28'33"EAST.
3. NO INSTRUMENTS OF RECORD AND/OR TITLE COMMITMENT REFLECTING OWNERSHIP, ENCUMBRANCES OF EXISTING EASEMENTS, RIGHTS OF WAY, OR RESTRICTIONS OF RECORD WERE PROVIDED TO THIS SURVEYOR.


ABBREVIATIONS:

- N/F = NOW OR FORMERLY
- TP = TAX PARCEL
- ORB = OFFICIAL RECORDS BOOK
- RPB = ROAD PLAT BOOK
- R/W = RIGHT OF WAY
- PG = PAGE
- POB = POINT OF BEGINNING

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

10-8-2025

THOMAS JOHN CROONQUIST, PSM 5591  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED



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



DRAWN BY: G. CROOK	CHECKED BY: T CROONQUIST	PROJECT NO. 21-08-089			SECTION 23 TOWNSHIP 25 SOUTH RANGE 36 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 10/07/2025	SHEET: 1 OF 2				

# SKETCH OF DESCRIPTION PARCEL #106A

PARENT PARCEL ID#: 25-36-23-00-534.1  
PURPOSE: FEE SIMPLE PARCEL

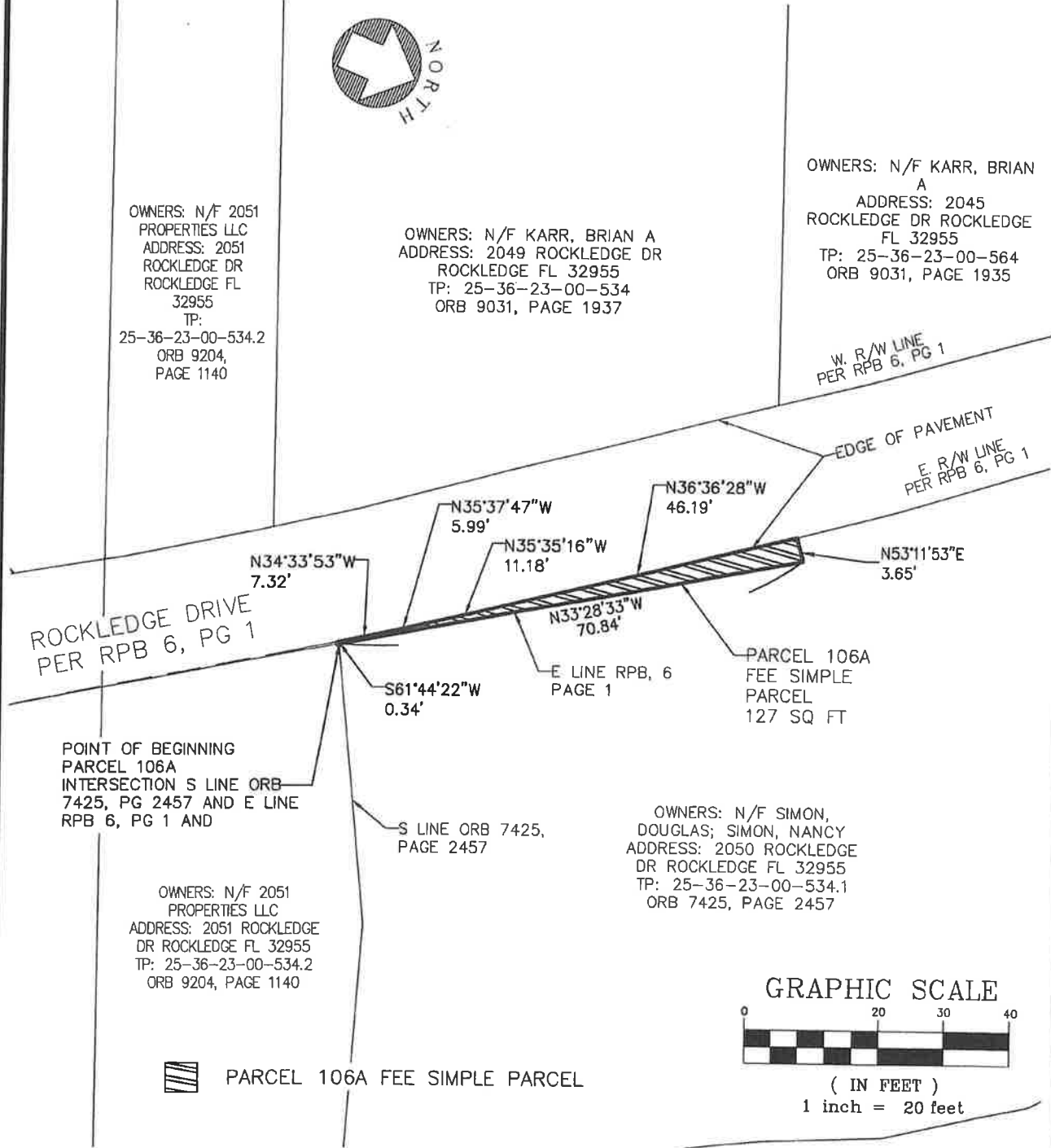
**EXHIBIT "A"**  
SHEET 2 OF 2  
NOT VALID WITHOUT SHEETS 1 OF 2  
**THIS IS NOT A SURVEY**




OWNERS: N/F 2051  
PROPERTIES LLC  
ADDRESS: 2051  
ROCKLEDGE DR  
ROCKLEDGE FL  
32955  
TP:  
25-36-23-00-534.2  
ORB 9204,  
PAGE 1140

OWNERS: N/F KARR, BRIAN A  
ADDRESS: 2049 ROCKLEDGE DR  
ROCKLEDGE FL 32955  
TP: 25-36-23-00-534  
ORB 9031, PAGE 1937

OWNERS: N/F KARR, BRIAN  
A  
ADDRESS: 2045  
ROCKLEDGE DR ROCKLEDGE  
FL 32955  
TP: 25-36-23-00-564  
ORB 9031, PAGE 1935



	PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940 PHONE: (321) 633-2080	SCALE: 1" = 20' PROJECT NO.: 21-08-089	SECTION 23 TOWNSHIP 25 SOUTH RANGE 36 EAST
	(Empty space for additional notes or signatures)		

**This instrument was prepared by:**  
Alexander Esseesse, Esq.  
Brevard County Attorney's Office  
2725 Judge Fran Jamieson Way  
Suite C-308  
Viera, FL 32940

**EASEMENT AGREEMENT**  
**(Drainage and Access)**

**THIS EASEMENT AGREEMENT** (this "**Agreement**") is made and entered into as of the 3 day of December, 2025, by and between the **Douglas Simon and Nancy Simon, husband and wife** (collectively referred to as the "**Grantors**"), having a post office address of 2050 Rockledge Drive, Rockledge, Florida 32955, and **Brevard County, Florida**, a political subdivision of the State of Florida ("**Grantee**"), having a post office address of 2725 Judge Fran Jamieson Way, Viera, Florida 32940.

WITNESSETH:

**WHEREAS**, Grantors are the owners of that certain tract of land located in Brevard County, Florida, which is more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference (the "**Property**"); and

**WHEREAS**, Grantee desires a drainage and access easement over, under, upon, above and through the portion of the Property described in Exhibit "B" attached hereto and made a part hereof by this reference (the "**Easement Area**"); and

**WHEREAS**, Grantors agree to permit such activities in the Easement Area upon the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the premises, the mutual covenants and agreements hereinafter set forth, Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Grantors and Grantee hereby agree as follows:

1. **Recitals.** Grantors and Grantee hereby mutually acknowledge and agree that the foregoing recitals are true and correct and hereby incorporated into this Agreement by this reference.

2. **Grant of Easement.** Grantors hereby grant and convey to Grantee the following irrevocable, perpetual easement, rights and interest in gross:

(i) A non-exclusive drainage easement for the purposes of directing stormwater, reconstructing, reconfiguring, and maintaining drainage facilities, and other allied uses pertaining thereto, over, under, upon, above, and through the Property described in Exhibit "B" (collectively, the "**Facilities**").

(ii) A non-exclusive right-of-way easement of ingress, egress, and access across the entirety of the Easement Area as may be reasonably necessary or convenient for the full use and enjoyment by Grantee of its easement, rights and interest under this Agreement, including, without limitation, the right to bring equipment, persons, and materials onto the Easement Area.

3. **Grantee's Responsibilities.** Grantee shall repair, at its own expense, any damage to the Easement Area to the extent that such damage is caused by Grantee or its contractors, employees, or agents. Grantee shall restore, or cause to be restored, the surface and subsurface of the Easement Area to the same or substantially similar condition as reasonably practical as the Easement Area existed prior to Grantee's performance of any activities contemplated by this Agreement for the Grantee's Facilities. Grantee shall use its best efforts in its use of the Easement Area to not unreasonably interfere with use by Grantors, its guests, and invitees.

4. **Grantors' Responsibilities.** Grantors reserve the right to use the Easement Area in any manner and for any purpose that does not interfere with Grantee's easement rights and use of the Easement Area. The Grantors, at their own expense, shall be responsible for the day-to-day maintenance responsibilities associated with the Easement Area.

5. **Grantors' Representations.** Grantors, for themselves and their successors and assigns, do hereby warrant to Grantee, and its successors and assigns, that Grantors hold fee title to the Easement Area, and warrant the title to the easements herein described and granted, and shall defend the same and Grantee's right to use and quietly enjoy such easements and the Easement Area against the lawful claims of all persons whomsoever.

6. **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement, 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, if applicable. As such, the Grantee shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the Grantors shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph shall survive termination of this Agreement.

7. **Governing Law; Venue; Waiver of Jury Trial.** This Agreement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in State court in and for Brevard County, Florida. The parties agree that this Agreement was consummated in Brevard County, and the site of the easement is in

Brevard County, Florida. **THE PARTIES HEREBY VOLUNTARILY, KNOWINGLY, AND INTENTIONALLY AGREE, TO THE EXTENT PERMITTED BY LAW, TO THE WAIVER OF A JURY TRIAL IN ANY LEGAL ACTION OR PROCEEDING ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.**

8. **Counterparts.** This Agreement may be executed in separate counterparts, each of which is an original, and all of which together constitute one and the same instrument.

9. **Amendment; Easement Runs with the Land.** This Agreement may only be amended in writing and signed by all of the parties hereto, and no other purported amendment hereof shall be of any force or effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns, as applicable. All rights granted to Grantee hereunder are hereby also expressly granted to Grantee's agents, employees, contractors, and subcontractors.

10. **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.

11. **Entire Agreement.** This Agreement 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 Agreement.

12. **Attorney's Fees.** In the event it shall be necessary for Grantors or Grantee to bring suit to enforce, interpret, or construe any provision of this Agreement, each party shall be responsible for its own attorney's fees, costs, and expenses.

13. **Severability.** If any provision, or a portion thereof, of this Agreement, 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 persons or circumstances shall not be affected thereby and the remainder of this Agreement shall be given effect as if such invalid, inoperative or unenforceable portion has not been included; such invalid, inoperative or unenforceable provision, or portion thereof, or the application thereof to any person or circumstances, shall not be given effect.

14. **Recording.** This Agreement shall be recorded in the Public Records of Brevard County, Florida. The cost of such recording shall be borne by the Grantee, and the Grantee shall provide a recorded copy of this Agreement to the Grantor by electronic mail within five (5) business days of record.

**REMAINDER OF PAGE LEFT BLANK. SIGNATURES TO FOLLOW.**

**IN WITNESS WHEREOF**, the Grantors and Grantee have hereunto set their hands and affixed their seals as of the date first written above.

WITNESSES:

GRANTORS:

Signed, sealed and delivered  
in the presence of:

Shirley Hurtubise  
Witness

Print: Shirley Hurtubise  
Address: 2029 Rockledge Dr

32955

Douglas Simon  
Douglas Simon

Daniel H. Hurtubise  
Witness

Print: DANIEL H. HURTUBISE  
Address: 2029 ROCKLEDGE DR  
ROCKLEDGE, FL 32955

Nancy Simon  
Nancy Simon

State of Florida

County of Brevard

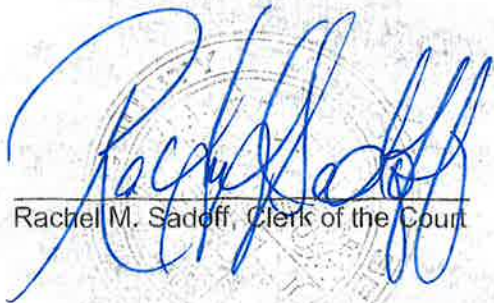
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 3<sup>rd</sup> day of November, 2025, by Douglas Simon and Nancy Simon, husband and wife, who are [ ] personally known by me or provided FL DL as identification.

Notary: John James Foley  
Notary Public, State of Florida  
My Commission Expires:

(Notary Seal) 

Personally Known OR  Produced FL DL as Identification

**ATTEST:**



Rachel M. Sadoff, Clerk of the Court

**GRANTEE:**

Brevard County, Florida, through the  
Board of County Commissioners of  
Brevard County, Florida

By:   
Thad Altman, Chair

As approved by the Board on 1/27/2026

**EXHIBIT A**

(LEGAL DESCRIPTION OF GRANTORS' PROPERTY)

**LEGAL DESCRIPTION**

**PARCEL: 106A**

PARENT PARCEL TAX ID#: 25-36-23-00-534.1

PURPOSE: FEE SIMPLE PARCEL (PARCEL 106A)

**EXHIBIT "A"**

SHEET 1 OF 2  
NOT VALID WITHOUT SHEETS 2 OF 2

**THIS IS NOT A SURVEY**  
SEE SURVEYORS NOTE #1

PARCEL 106A; FEE SIMPLE

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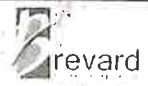
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- TP = TAX PARCEL
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- RPB = ROAD PLAT BOOK
- R/W = RIGHT OF WAY
- PG = PAGE
- POB = POINT OF BEGINNING

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

*10-8-2025*  
THOMAS JOHN CROONQUIST, PSM 5591  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

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



DRAWN BY: G. CROOK	CHECKED BY: T CROONQUIST	PROJECT NO. 21-08-089		SECTION 23 TOWNSHIP 25 SOUTH RANGE 36 EAST
		REVISIONS	DESCRIPTION	
DATE: 10/07/2025	SHEET: 1 OF 2			

# SKETCH OF DESCRIPTION

## PARCEL #106A

PARENT PARCEL ID#: 25-36-23-00-534.1  
 PURPOSE: FEE SIMPLE PARCEL

# EXHIBIT "A"

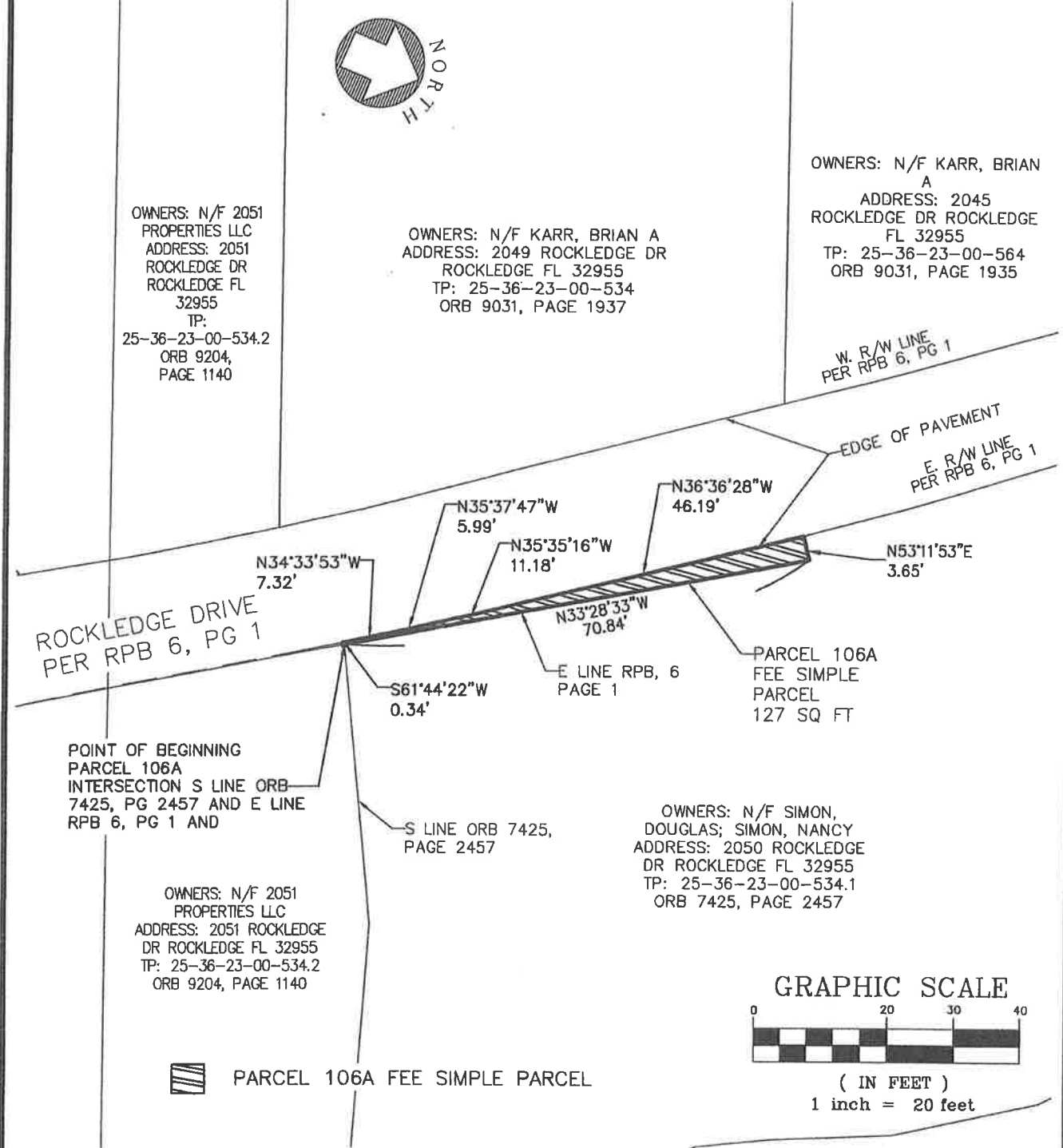
SHEET 2 OF 2  
 NOT VALID WITHOUT SHEETS 1 OF 2  
THIS IS NOT A SURVEY



OWNERS: N/F 2051  
 PROPERTIES LLC  
 ADDRESS: 2051  
 ROCKLEDGE DR  
 ROCKLEDGE FL  
 32955  
 TP:  
 25-36-23-00-534.2  
 ORB 9204,  
 PAGE 1140

OWNERS: N/F KARR, BRIAN A  
 ADDRESS: 2049 ROCKLEDGE DR  
 ROCKLEDGE FL 32955  
 TP: 25-36-23-00-534  
 ORB 9031, PAGE 1937

OWNERS: N/F KARR, BRIAN  
 A  
 ADDRESS: 2045  
 ROCKLEDGE DR ROCKLEDGE  
 FL 32955  
 TP: 25-36-23-00-564  
 ORB 9031, PAGE 1935



POINT OF BEGINNING  
 PARCEL 106A  
 INTERSECTION S LINE ORB-  
 7425, PG 2457 AND E LINE  
 RPB 6, PG 1 AND

OWNERS: N/F 2051  
 PROPERTIES LLC  
 ADDRESS: 2051 ROCKLEDGE  
 DR ROCKLEDGE FL 32955  
 TP: 25-36-23-00-534.2  
 ORB 9204, PAGE 1140


OWNERS: N/F SIMON,  
 DOUGLAS; SIMON, NANCY  
 ADDRESS: 2050 ROCKLEDGE  
 DR ROCKLEDGE FL 32955  
 TP: 25-36-23-00-534.1  
 ORB 7425, PAGE 2457

 PARCEL 106A FEE SIMPLE PARCEL

### GRAPHIC SCALE



( IN FEET )  
 1 inch = 20 feet

	PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940 PHONE: (321) 633-2080	SCALE: 1" = 20' PROJECT NO.: 21-08-089	SECTION 23 TOWNSHIP 25 SOUTH RANGE 36 EAST
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**EXHIBIT B**

(LEGAL DESCRIPTION OF EASEMENT AREA)

# LEGAL DESCRIPTION

**EXHIBIT "B"**

**PARCEL: 806A**

SHEET 1 OF 2  
NOT VALID WITHOUT SHEET 2 OF 2

PARENT PARCEL TAX ID#: 25-36-23-00-534.1

**THIS IS NOT A SURVEY**  
SEE SURVEYORS NOTE #1

PURPOSE: DRAINAGE & ACCESS EASEMENT (PARCEL 806A)

**PARCEL 806A; DRAINAGE AND ACCESS EASEMENT**

A PARCEL OF LAND LOCATED WITHIN GOVERNMENT LOT 4, SECTION 23, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A PK NAIL AND DISK STAMPED "GRUSENMEYER LB 6710", SITUATED WITHIN A BRICK PAVER DRIVEWAY, AS SHOWN IN ROAD PLAT BOOK 6, PAGE 1, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. LOCATED 0.34 FEET EAST OF THE EDGE OF PAVEMENT OF ROCKLEDGE DRIVE. SAID POINT LIES AT THE INTERSECTION OF THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7425, PAGE 2457 OF SAID PUBLIC RECORDS AND THE EASTERLY RIGHT OF WAY OF ROCKLEDGE DRIVE, AS DESCRIBED IN SAID ROAD PLAT BOOK 6, PAGE 1; THENCE SOUTH 61°44'22" WEST ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7425, PAGE 2457 FOR A DISTANCE OF 0.34 FEET, TO THE EASTERLY EDGE OF PAVEMENT OF ROCKLEDGE DRIVE; THENCE ALONG THE EASTERLY EDGE OF PAVEMENT OF ROCKLEDGE DRIVE THE FOLLOWING FOUR (4) COURSE; NORTH 34°33'53" WEST FOR A DISTANCE OF 7.32 FEET; THENCE NORTH 35°37'47" WEST FOR A DISTANCE OF 5.99 FEET; THENCE NORTH 35°35'16" WEST FOR A DISTANCE OF 11.18 FEET; THENCE NORTH 36°36'28" WEST FOR A DISTANCE OF 46.19 FEET; THENCE DEPARTING THE EAST EDGE OF PAVEMENT ALSO BEING THE EASTERLY RIGHT OF WAY OF SAID ROAD PLAT BOOK 6, PAGE 1, NORTH 53°11'53" EAST, TO THE WEST FACE OF A 1.5 FOOT HIGH +/- STONE RETAINING WALL FOR A DISTANCE OF 1.72 FEET; THENCE SOUTH 36°22'58" EAST ALONG SAID WEST FACE OF STONE RETAINING WALL, FOR A DISTANCE OF 42.62 FEET; THENCE DEPARTING SAID STONE RETAINING WALL SOUTH 32°59'54" EAST FOR A DISTANCE OF 28.16 FEET TO THE POINT OF BEGINNING. CONTAINING 94 SQUARE FEET, MORE OR LESS.

SURVEYORS NOTES:

- THIS SKETCH IS NOT A SURVEY OF ANY TYPE BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
- THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF ROAD PLAT BOOK 6, PAGE 1 ADJACENT TO THE WEST LINE OF TAX PARCEL 25-36-23-00-534.1 AS DESCRIBED IN OFFICIAL RECORD BOOK 7425, PAGE 2457 AS NOTED HEREIN AS BEING SOUTH 33°28'33" EAST.
- NO INSTRUMENTS OF RECORD AND/OR TITLE COMMITMENT REFLECTING OWNERSHIP, ENCUMBRANCES OF EXISTING EASEMENTS, RIGHTS OF WAY, OR RESTRICTIONS OF RECORD WERE PROVIDED TO THIS SURVEYOR.

ABBREVIATIONS:

- N/F = NOW OR FORMERLY
- TP = TAX PARCEL
- ORB = OFFICIAL RECORDS BOOK
- RPB = ROAD PLAT BOOK
- R/W = RIGHT OF WAY
- PG = PAGE
- POB = POINT OF BEGINNING

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

*11-20-2025*  
THOMAS JOHN CROONQUIST, PSM 5591  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

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



DRAWN BY: G. CROOK	CHECKED BY: T CROONQUIST	PROJECT NO. 21-08-089		SECTION 23 TOWNSHIP 25 SOUTH RANGE 36 EAST
		REVISIONS	DESCRIPTION	
DATE: 10/07/2025	SHEET: 1 OF 2	11/20/2025	CHANGED EXHIBIT "A" TO EXHIBIT "B" ON SHEETS 1 AND 2	

# SKETCH OF DESCRIPTION

## PARCEL #806A

PARENT PARCEL ID#: 25-36-23-00-534.1  
 PURPOSE: DRAINAGE & ACCESS EASEMENT

# EXHIBIT "B"

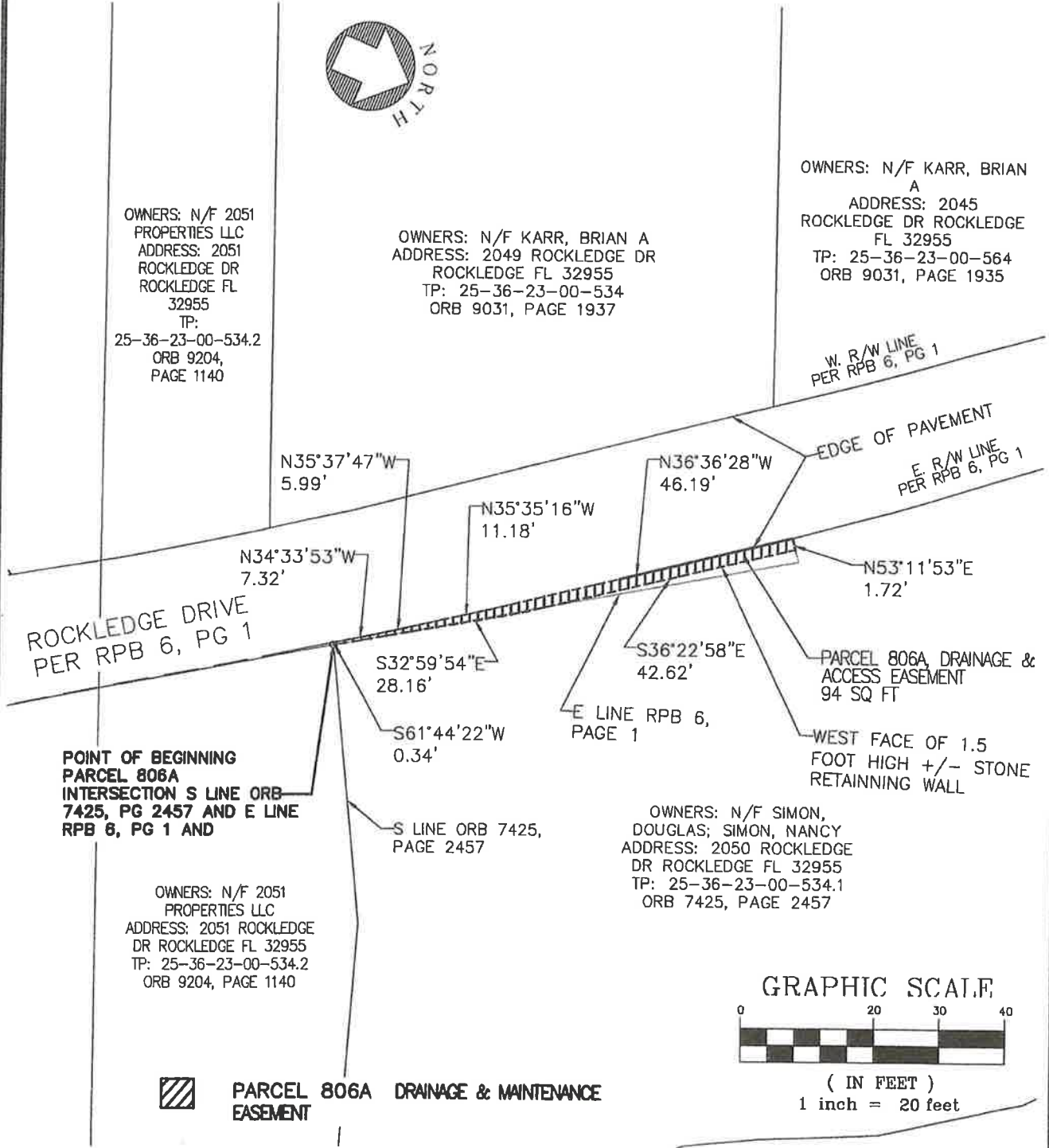
SHEET 2 OF 2  
 NOT VALID WITHOUT SHEETS 1 OF 2  
THIS IS NOT A SURVEY



OWNERS: N/F 2051  
 PROPERTIES LLC  
 ADDRESS: 2051  
 ROCKLEDGE DR  
 ROCKLEDGE FL  
 32955  
 TP: 25-36-23-00-534.2  
 ORB 9204,  
 PAGE 1140

OWNERS: N/F KARR, BRIAN A  
 ADDRESS: 2049 ROCKLEDGE DR  
 ROCKLEDGE FL 32955  
 TP: 25-36-23-00-534  
 ORB 9031, PAGE 1937

OWNERS: N/F KARR, BRIAN  
 A  
 ADDRESS: 2045  
 ROCKLEDGE DR ROCKLEDGE  
 FL 32955  
 TP: 25-36-23-00-564  
 ORB 9031, PAGE 1935



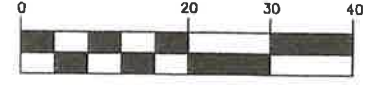
**POINT OF BEGINNING  
 PARCEL 806A  
 INTERSECTION S LINE ORB  
 7425, PG 2457 AND E LINE  
 RPB 6, PG 1 AND**

OWNERS: N/F 2051  
 PROPERTIES LLC  
 ADDRESS: 2051 ROCKLEDGE  
 DR ROCKLEDGE FL 32955  
 TP: 25-36-23-00-534.2  
 ORB 9204, PAGE 1140


OWNERS: N/F SIMON,  
 DOUGLAS; SIMON, NANCY  
 ADDRESS: 2050 ROCKLEDGE  
 DR ROCKLEDGE FL 32955  
 TP: 25-36-23-00-534.1  
 ORB 7425, PAGE 2457

 **PARCEL 806A DRAINAGE & MAINTENANCE  
 EASEMENT**

### GRAPHIC SCALE



( IN FEET )  
 1 inch = 20 feet

	PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940 PHONE: (321) 633-2080	SCALE: 1" = 20' PROJECT NO.: 21-08-089	SECTION 23 TOWNSHIP 25 SOUTH RANGE 36 EAST

