



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.9.

8/27/2024

Subject:

Approval, Re: Dedication of Sanitary Sewer Easement and Assignment of Easement from MHW Beachside, LLC for the East Eau Gallie Business Center - District 4.

Fiscal Impact:

None

Dept/Office:

Public Works Department / Land Acquisition Office / Utility Services Department

Requested Action:

It is requested that the Board of County Commissioners 1) accept the attached Sanitary Sewer Easement and Assignment of Easement and, 2) authorize the Chair to execute the acceptance of the attached Assignment of Easement.

Summary Explanation and Background:

The subject property is located in Section 13, Township 27 South, Range 37 East, south of East Eau Gallie Boulevard, and west of Highway A1A in Indian Harbour Beach.

MHW Beachside, LLC, owner, has submitted a City of Indian Harbour Beach site plan for review by the County for connection into the existing County sewer system for the development of a business center known as East Eau Gallie Business Center. In accordance with County code and standards, the owner has agreed to dedicate the required sanitary sewer easement over the new 8-inch sewer main. The Assignment of Easement will assign the existing utility easements that cover the current stub out of the sewer service and manhole that are located on the private road, Seafarer Circle. The County will assume all future maintenance of the sanitary sewer lines.

The User Department approves this request.

This acquisition follows the policies and procedures as set forth in Administrative Order 37, and Brevard County Code 110-184, Sections 1.13.2 that outlines the requirements for an easement over sewer lines maintained by Brevard County.

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 Assignment of Easement.

BOARD OF COUNTY COMMISSIONERS

AGENDA REVIEW SHEET

AGENDA: Dedication of Sanitary Sewer Easement and Assignment of Easement
from MHW Beachside, LLC for the East Eau Gallie Business Center –
District 4

AGENCY: Public Works Department / Land Acquisition Office

AGENCY CONTACT: Lisa J. Kruse / Land Acquisition Specialist

CONTACT PHONE: 321-350-8353

| | APPROVE | DISAPPROVE | DATE |
|---|--|------------|-----------------|
| LAND ACQUISITION Lucy Hamelers, Supervisor |  _____ | _____ | <u>7-30-24</u> |
| COUNTY ATTORNEY Greg Hughes Assistant County Attorney |  _____ | _____ | <u>8/5/2024</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

August 28, 2024

M E M O R A N D U M

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

RE: Item F.9., Approval for Dedication of Sanitary Sewer Easement and Assignment of Easement from MHW Beachside, LLC for the East Eau Gallie Business Center

The Board of County Commissioners, in regular session on August 27, 2024, approved acceptance of Sanitary Sewer Easement and Assignment of Easement from MHW Beachside, LLC, for the East Eau Gallie Business Center; and authorized the Chair to execute the Acceptance of the Assignment of Easement. Enclosed is the fully-executed Acceptance.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

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

Kimberly Powell, Clerk to the Board

/ds

Encl. (1)

cc: Utility Services

Prepared by and return to: Lisa J. Kruse
Public Works Department, Land Acquisition
2725 Judge Fran Jamieson Way, A204, Viera, Florida 32940
A portion of Interest in Tax Parcel ID: 27-37-13-00-254

SANITARY SEWER EASEMENT

THIS INDENTURE, made this 23rd day of July, 2024, between MHW Beachside, LLC, a Florida limited liability company, whose address is 2227 South Babcock Street, Melbourne, Florida 32901, as the first party, and Brevard County, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, as the second party, for the use and benefit of Brevard County, Florida.

WITNESSETH that the first party, in consideration of One Dollar (\$1.00) and other valuable consideration paid, the receipt of which is acknowledged, grants unto the second party, its successors and assigns, a perpetual easement commencing on the above date for the purposes of operating, reconstructing, reconfiguring, and maintaining sanitary sewer lines and associated facilities and other allied uses pertaining thereto, over, under, upon, above, and through the following lands:

The land affected by the granting of the easement is located in Section 13, Township 27 South, Range 37 East, Brevard County, Florida, and being more particularly described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS "EXHIBIT A"

Including the right of ingress and egress onto the easement area as may be necessary for the full use and enjoyment by the second party of its easement. The first party shall have full use and enjoyment of the easement area but shall not make any improvements within the easement area which will conflict or interfere with the easement granted herein.

TO HAVE AND TO HOLD said easement unto Brevard County, a political subdivision of the State of Florida, and to its successors and/or assigns. The first party does covenant with the second party that it is lawfully seized and possessed of the lands above described and that it has a good and lawful right to convey it or any part thereof.

(Signatures and Notary on next page)

IN WITNESS WHEREOF, the first party has caused this easement to be executed, the day and year first above written.

Signed, sealed and delivered in the presence of:

Brandy Merced
Witness
Brandy Merced
Print Name
Address: 340 N Harbor City Blvd
Melbourne, FL 32935
Patricia L Carro
Witness
Patricia L Carro
Print Name
Address: 340 N Harbor City Blvd
Melbourne, FL 32935

MHW Beachside, LLC, a Florida
limited liability company

By: [Signature]
Myles H. Wilkinson, Manager

By: [Signature]
Courtney W. Gatesman,
Manager

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 23 day of July 2024, by Myles H. Wilkinson and Courtney W. Gatesman, as Managers for MHW Beachside, LLC, a limited liability company. Is ☐ personally known or ☒ produced FDLs as identification.

Brandy Merced
Notary Signature

SEAL



LEGAL DESCRIPTION

PARCEL #801

PARENT PARCEL ID#: 27-37-13-00-254
SECTION 13, TOWNSHIP 27 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA

PURPOSE: 10 FOOT WIDE SANITARY SEWER EASEMENT

EXHIBIT "A"

SHEET 1 OF 3

NOT VALID WITHOUT SHEETS 2 & 3 OF 3

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 801. SANITARY SEWER EASEMENT (PREPARED BY SURVEYOR)

A 10 FOOT WIDE SEWER EASEMENT LYING WITHIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9966, PAGE 1339, OF THE PUBLIC RECORDS OF BREVARD COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 27 SOUTH, RANGE 37 EAST, AND RUN SOUTH 01°30'30" EAST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 13, A DISTANCE OF 230.08 FEET TO THE SOUTH RIGHT OF WAY LINE OF EAU GALLIE BOULEVARD; THENCE NORTH 90°00'00" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 300.00 FEET; THENCE SOUTH 01°30'30" EAST, A DISTANCE OF 127.96 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE SOUTH 01°30'30" EAST, A DISTANCE OF 10.07 FEET; THENCE NORTH 84°55'47" WEST, A DISTANCE OF 2.36 FEET; THENCE SOUTH 83°02'33" WEST, A DISTANCE OF 151.53 FEET; THENCE NORTH 06°57'27" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 83°02'33" EAST, A DISTANCE OF 152.58 FEET; THENCE SOUTH 84°55'47" EAST, A DISTANCE OF 2.26 FEET TO THE POINT OF BEGINNING. CONTAINING 1,544 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

ABBREVIATIONS

B.B. = BASIS OF BEARINGS
O.R. = OFFICIAL RECORDS

SURVEYORS NOTES:

1. THIS SKETCH AND DRAWING HAVE BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. THIS SKETCH IS FOR THE SOLE BENEFIT OF THE PARTIES NAMED HEREON AND FOR THE SPECIFIC PURPOSE NOTED, AND SHOULD NOT BE RELIED UPON BY ANY OTHER ENTITY, AND IS NOT TRANSFERABLE UNDER ANY CIRCUMSTANCES.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF THE FLORIDA LICENSED SURVEYOR, AND REPRODUCTION OF THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE SURVEYOR IS HEREBY FORBIDDEN.
4. THIS SKETCH WAS PREPARED WITH THE BENEFIT OF AMERICAN LAND TITLE ASSOCIATION COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, INC., FILE NO. 442-00002, DATED NOVEMBER 08, 2023. FOR EASEMENTS LISTED WITHIN THE TITLE COMMITMENT SEE SHEET 3 OF 3.
5. THIS SKETCH WAS PREPARED WITH THE BENEFIT OF FIDELITY NATIONAL TITLE INSURANCE COMPANY PROPERTY INFORMATION REPORT, ORDER No. 11689556. FOR EASEMENTS LISTED WITHIN THE PROPERTY INFORMATION REPORT SEE SHEET 3 OF 3.
6. BEARINGS ARE BASED ON AN ASSUMED BEARING OF NORTH 90°00'00" EAST FOR THE SOUTH RIGHT OF WAY LINE OF EAU GALLIE BOULEVARD, AS DESCRIBED IN O.R. BOOK 258, PAGE 57.

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

PREPARED BY: AAL LAND SURVEYING SERVICES, INC.
3970 MINTON ROAD, WEST MELBOURNE, FL 32904

PHONE: (321)768-8110 FAX: (321)952-9771 EMAIL: frontdesk@aalsurvey.com

DANIEL D. GARNER
CERTIFIED
DANIEL D. GARNER 000189
PROFESSIONAL LICENSED SURVEYOR

STATE OF
FLORIDA
LICENSED BUSINESS #6623

DRAWN BY:
DOUG W. GUARE

CHECKED BY:
DANIEL D. GARNER

REVISION: REVISE EASEMENT

08-13-24

SECTION 13,

REVISION: COUNTY COMMENTS

03-07-24

TOWNSHIP 27 SOUTH,

DATE: 03-21-24

PROJECT # 48955

REVISION: ADD PROPERTY INFORMATION REPORT

04-11-24

RANGE 37 EAST

SKETCH OF DESCRIPTION

PARCEL #801

EXHIBIT "A"

SHEET 2 OF 3

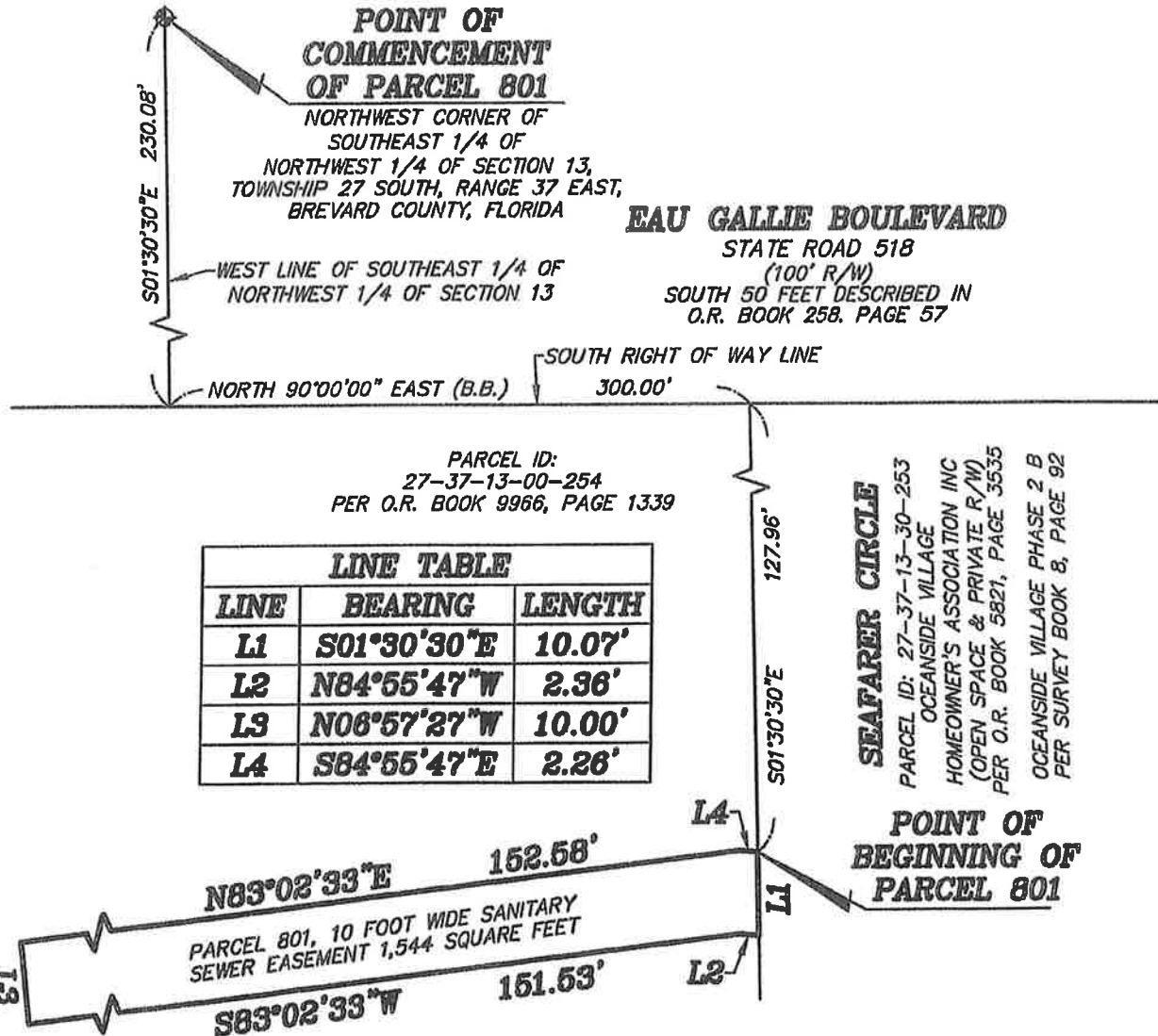
NOT VALID WITHOUT SHEETS 1 AND 3 OF 3

THIS IS NOT A SURVEY

PARENT PARCEL ID#: 27-37-13-00-254

SECTION 13, TOWNSHIP 27 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA

PURPOSE: 10 FOOT WIDE SANITARY SEWER EASEMENT



NORTH

PREPARED BY: AAL LAND SURVEYING SERVICES, INC.
3970 MINTON ROAD, WEST MELBOURNE, FL 32904

PHONE: (321)768-8110 FAX: (321)952-9771 EMAIL: frontdesk@aalsurvey.com

SCALE: 1" = 20'

PROJECT # 48955

REVISION: REVISE EASEMENT

06-13-24

REVISION: COUNTY COMMENTS

05-07-24

REVISION: ADD PROPERTY INFORMATION REPORT

04-11-24

SECTION 13,
TOWNSHIP 27 SOUTH,
RANGE 37 EAST

SKETCH OF DESCRIPTION

PARCEL #801

EXHIBIT "A"

SHEET 3 OF 3

NOT VALID WITHOUT SHEETS 1 AND 2 OF 3

THIS IS NOT A SURVEY

PARENT PARCEL ID#: 27-37-13-00-254

SECTION 13, TOWNSHIP 27 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA

PURPOSE: 10 FOOT WIDE SANITARY SEWER EASEMENT

AMERICAN LAND TITLE ASSOCIATION COMMITMENT SCHEDULE B-II ITEMS

Items 1-5, 10-11, and 13-15 affect Parcel 801 property but not plottable.

Item 6. Permanent Sidewalk Easement by and between Clarence Engle, Trustee, U/D/A dated 4 September, 1985, Grantor, and Brevard County, Florida, Grantee, recorded January 24, 1997, in O.R. Book 3639, Page 4928, Public Records of Brevard County, Florida. Does not affect Parcel 801.

Item 7. Easement by and between Blake Investment Corporation, a Florida corporation, Grantor, and Brevard County, Florida, Grantee, recorded January 24, 1997, in O.R. Book 3639, Page 4930, Public Records of Brevard County, Florida. Does not affect Parcel 801.

Item 8. Easement by and between Beachside Gourmet Market, Inc, Grantor, and Florida Power and Light Company, Grantee, recorded March 21, 2000, in O.R. Book 4136, Page 3745, Public Records of Brevard County, Florida. Does not affect Parcel 801.

Item 9. Stormwater Maintenance Agreement recorded March 14, 2007, in O.R. Book 5758, Page 2968, Public Records of Brevard County, Florida. Does affect Parcel 801 and is blanket in nature and has not been plotted.

Item 12. Easement Agreement recorded November 28, 2023, in O.R. Book 9941, Page 31, Public Records of Brevard County, Florida. Does not affect Parcel 801.

FIDELITY NATIONAL TITLE INSURANCE COMPANY PROPERTY INFORMATION REPORT ITEMS

Item 1 affects Parcel 801 but not plottable.

Item A. Easement by and between Beachside Gourmet Market, Inc, Grantor, and Florida Power and Light Company, Grantee, recorded March 21, 2000, in Official Records Book 4136, Page 3745. Does not affect Parcel 801.

Item B. Stormwater Maintenance Agreement recorded March 14, 2007, in Official Records Book 5758, page 2968. Does affect Parcel 801 and is blanket in nature and has not been plotted.



NORTH

PREPARED BY: AAL LAND SURVEYING SERVICES, INC.
3970 MINTON ROAD, WEST MELBOURNE, FL 32904

PHONE: (321)768-8110 FAX: (321)952-9771 EMAIL: frontdesk@aalsurvey.com

SCALE: 1" = 20'

PROJECT # 48955

REVISION: REVISE EASEMENT

06-13-24

REVISION: COUNTY COMMENTS

05-07-24

REVISION: ADD PROPERTY INFORMATION REPORT

04-11-24

SECTION 13,
TOWNSHIP 27 SOUTH,
RANGE 37 EAST

Prepared by and return to: Lisa J. Kruse
Public Works, Land Acquisition
2725 Judge Fran Jamieson Way, A-204, Viera, Florida 32940
Being a portion of Interest in Tax Parcel ID: 27-37-13-00-254

Assignment of Easement

This Assignment dated the 23rd day of July, 2024, is made and entered into, by and between MHW Beachside, LLC, a Florida limited liability company, whose address is 2227 South Babcock Street, Melbourne, Florida 32901, (hereinafter referred to as **Assignor**) and Brevard County, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, (hereinafter referred to as **Assignee**).

WITNESSETH:

That the Assignor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid, the receipt of which is acknowledged, assigns unto Assignee, its successors and assigns, the rights, title and interest of the Assignor in that certain Easement Agreement, as recorded in Official Records Book 9941, Page 31, Public Records of Brevard County, Florida.

TO HAVE AND TO HOLD said Assignment of Easement unto Brevard County, a political subdivision of the State of Florida and to its successors and/or assigns.

The Assignor does covenant with the Assignee that it is lawfully seized and possessed of the Easement Agreement and that it has a good lawful right to assign it or any part thereof.

(Signatures and Notary on next page)

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Easement to be executed, the day and year first above written.

Signed, sealed, and delivered in the presence of:

Brandy Merced
Witness
Print Name Brandy Merced
Address: 340 N Harbor City Blvd
Melbourne, FL 32935
Patricia L Carroll
Witness
Print Name Patricia L Carroll
Address: 340 N Harbor City Blvd
Melbourne, FL 32935

ASSIGNOR:

MHW Beachside, LLC,
a Florida limited liability company

By: [Signature]
Myles H. Wilkinson, Manager

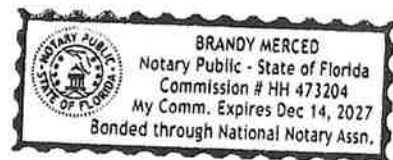
By: [Signature]
Courtney W. Gatesman, Manager

(Seal)

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 23 day of July, 2024, by Myles H. Wilkinson and Courtenay W. Gatesman, as Managers for MHW Beachside, LLC, a Florida limited liability company. Is ☐ personally known or ☒ produced FDLS as identification.

Brandy Merced
Notary Signature
SEAL



ACCEPTANCE

The Assignee hereby accepts this Assignment of Easement Agreement and agrees to be bound by its terms.

Dated this 27th day of August 2024.

ATTEST:



Rachel Sadoff, Clerk of the Courts

ASSIGNEE:

Brevard County, Florida

By 

Jason Steele, Chair

Date: August 27, 2024

As approved by the Board on:
August 27, 2024

FOR INFORMATIONAL PURPOSES ONLY

Recorded by and Return to:
Beachside Gourmet Market, Inc.
855 E. Eau Gallie Blvd.
Melbourne, FL 32937

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement Agreement"), is made this 21st day of November, 2023, between OCEANSIDE VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida Not-For-Profit Corporation, whose mailing address is 928 E. NEW HAVEN AVENUE, MELBOURNE, FL 32901 ("Grantor"), and BEACHSIDE GOURMET MARKET, INC., a Florida corporation, whose mailing address is 855 E. EAU GALLIE BLVD., MELBOURNE, FL 32937 ("Grantee"). Wherever used herein, the terms "Grantor" and "Grantee" shall include the respective parties to this instrument and their respective assigns, successors-in-interest and/or successors-in-title. Grantor and Grantee may, from time to time herein, be referred to as the "Party" or collectively as the "Parties".

WHEREAS, Grantor is the owner of certain real property located in Brevard County, Florida, as more particularly described and depicted in Exhibit "A" and Exhibit "B" attached hereto and made part hereof by this reference (each an "Easement Parcel" and collectively, the "Easement Parcels").

WHEREAS, Grantee is the owner of certain real property adjacent to and abutting the Easement Parcels as legally described in Exhibit "C", attached hereto and made part hereof by this reference ("Dominant Property").

WHEREAS, Grantee and the Dominant Property currently benefit from certain underground water, wastewater, and sanitary sewer facilities located on, under, or about the Easement Parcels.

WHEREAS, the parties hereto desire to formalize the rights of Grantee and the Dominant Property for purposes of addressing each Party's rights and obligations relating to the underground water, wastewater, and sanitary sewer facilities.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), as well as other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee an easement as follows:

1. Recitals. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by this reference as if set forth herein verbatim.

2. Grant of Easement. Grantor does hereby grant, bargain, sell, and convey to Grantee, its successors, lessees, grantees, and assigns, the perpetual non-exclusive right, privilege, and easement over, upon, under, through, and across the Easement Parcels, to use, operate, repair, replace, and maintain the underground water, wastewater, and sanitary sewer facilities, including without limitation, the necessary pipes, valves, fittings, pumps, connections, attachments, fixtures, accessories, and any other associated

equipment and/or personal property which Grantee deems necessary or desirable, in its reasonable discretion, for the proper use, operation, and maintenance of the underground water, wastewater, and sanitary sewer facilities ("Facilities"), to serve or serving the Dominant Property.

3. Subordination. Grantee understands acknowledges and agrees that the rights granted herein are subject to all mortgages, liens, encumbrances, covenants, restrictions, rights, easements, and reservations of record, if any.

4. Appurtenant Rights. Grantor also grants to Grantee and its successors, lessees, grantees, mortgagees, licensees, guests, invitees, and assigns the following additional rights:

a. To construct, install, operate, maintain, inspect, alter, connect up to, expand, improve, repair, and maintain the Facilities for conveyance of water, wastewater, and sewer, as the case may be, together with all rights and privileges reasonably necessary for the enjoyment or use thereof, for the above described purposes, and within the Easement Parcels.

b. To enter upon, in a reasonable fashion, lands of Grantor adjoining the Easement Parcels for the purpose of exercising the rights herein granted. In the event that Grantee damages Grantor's adjoining lands or improvements thereon, Grantee shall return the property to the same or similar condition that existed prior to such entry.

5. Grantee and Grantor Use of Easement Parcels. Grantee, by its acceptance hereof, hereby agrees to exercise the rights granted it herein in a reasonable fashion so as not to unreasonably interfere with Grantor's usage of the Easement Parcels. Each party hereto agrees to utilize its rights granted and reserved hereunder with due regard for the rights of the other party to use and enjoy the Easement Parcels.

6. Grantor's Representation and Warranty. Grantor covenants that it has the right to convey said easement, and that Grantee, its successors, lessees, licensees, and assigns, shall have quiet and peaceful possession, use, and enjoyment of said easement.

7. Covenants Running with the Land. The easements and rights hereby conveyed shall run with the land and shall be binding upon and benefit Grantee and Grantor, and their successors, assigns, and successors-in-title.

8. Modification of Easement. This Easement may be amended only by a written instrument executed and acknowledged by the owners of record of all parcels of real property benefiting from and/or burdened by the Easement or rights and duties related thereto, being modified in any way by such amendment.

9. Termination. This Easement shall terminate and be of no further force or effect, and Grantee's rights and interests hereunder shall terminate or revert to Grantor, as the case may be, only when the parties hereto, or their successors and/or assigns as the case may be, execute and place of record a termination of easement agreement. No breach of this Agreement will entitle the non-breaching Party to cancel, rescind or otherwise terminate this Agreement. The foregoing limitation will not affect, in any way, any other right or remedy which the non-breaching Party might have by reason of any breach of this Agreement.

10. Governing Law. The laws of the State of Florida shall govern this Easement Agreement and any provisions hereof which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof.

11. Dedication. Nothing contained in this instrument shall be deemed a gift or dedication of any portion of the Easement Parcels to the general public or for any public purpose whatsoever.

IN WITNESS WHEREOF, Grantor has caused this Easement Agreement to be executed and delivered in its name, and its corporate seal to be hereunto affixed, by its corporate officer thereunto duly authorized, the day and year first above written.

Signed and sealed in the

OCEANSIDE VILLAGE HOMEOWNERS ASSOCIATION,
INC., a
Florida Not-For-Profit Corporation

presence of:



Signature of Witness

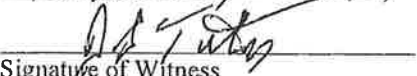
Brandon Favett

Typed or Printed Name of Witness

Address of Witness:

928 E. New Haven Ave.
Melbourne, FL 32901

Signature of Witness



SCOTT Tetler

Typed or Printed Name of Witness

Address of Witness:

928 E. New Haven Ave.
Melbourne, FL 32901

By: 

Print Name: WILLIAM R. DESROCHERS

Its: PRESIDENT

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of November, 2023, by William Desrochers who is the President (title or position of officer) of OCEANSIDE VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation, who is ☒ personally known or ☐ produced _____ as identification.


Signature Notary Public

Printed/Typed Name: Cynthia R. Marrs

Notary Public; State Of: Florida

My Commission Expires: 5-1-2027



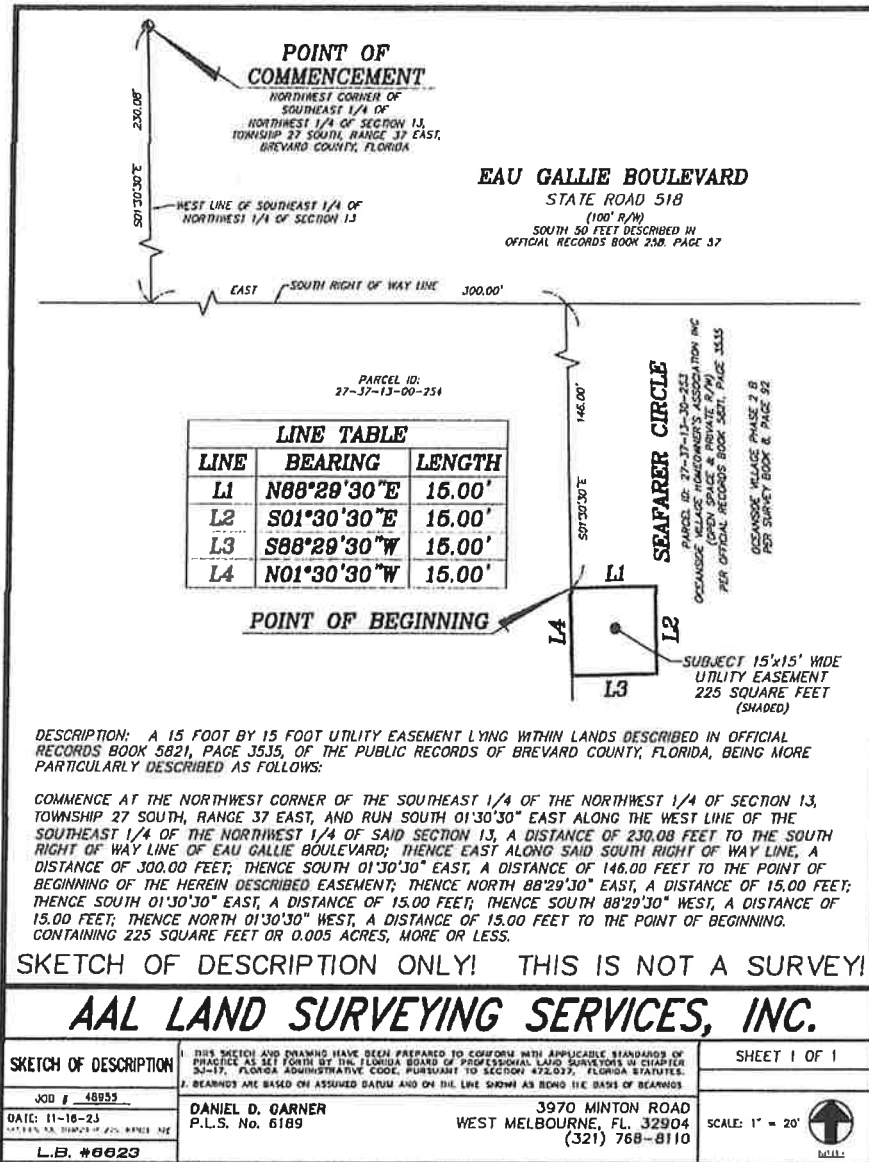
EXHIBIT "A"

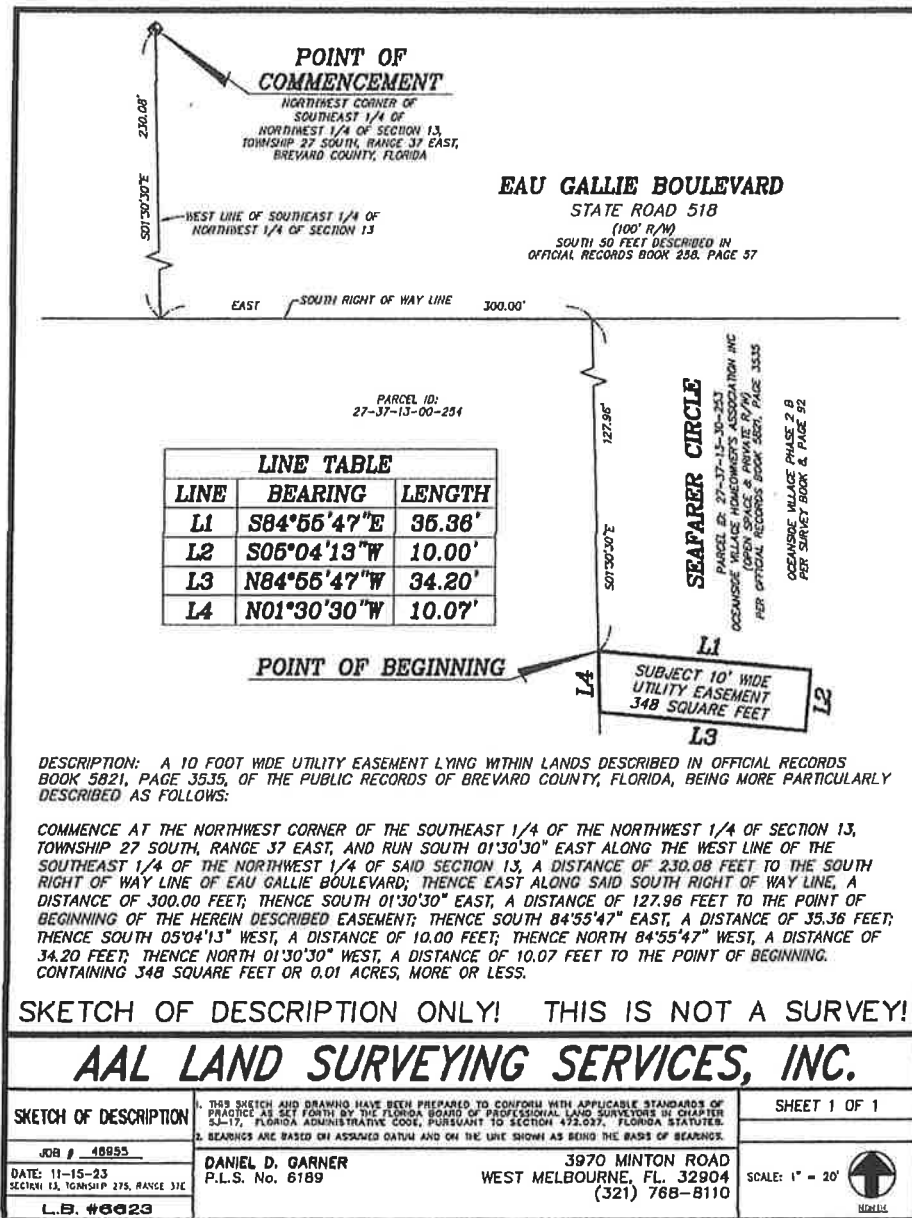
EXHIBIT "B"

EXHIBIT "C"

Legal Description of Dominant Property

The following described parcels of land, situate, lying and being in Brevard County, Florida:
 PARCEL 1:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 27 SOUTH, RANGE 37 EAST, AT A PERMANENT CONCRETE MONUMENT; THENCE SOUTH 1° 30' AND 30" EAST ALONG THE WEST BOUNDARY LINE OF THE SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 230.077 FEET TO THE SOUTH SIDE OF STATE ROAD NO. 518; THENCE EASTERLY ALONG THE SIDE OF STATE ROAD NO. 518 A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN TO BE CONVEYED: COMMENCING AT THE POINT OF BEGINNING THENCE CONTINUING EASTERLY ALONG THE SOUTH SIDE OF STATE ROAD NO. 518 A DISTANCE OF 250 FEET; THENCE SOUTH 1° 30' AND 30" EAST AND PARALLEL TO THE WEST LINE OF SOUTHEAST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 13, A DISTANCE OF 150 FEET; THENCE WESTERLY AND PARALLEL TO THE SOUTH SIDE OF STATE ROAD NO. 518 A DISTANCE OF 250 FEET; THENCE NORTH 1° 30' AND 30" WEST AND PARALLEL TO THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING. EXCEPTING RIGHT-OF-WAY DEED AS RECORDED IN DEED BOOK 258 AT PAGE 57, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

AND

PARCEL 2:

INITIAL POINT THE NW CORNER OF THE SE 1/4 OF THE NW 1/4 OF SECTION 13, TOWNSHIP 27 SOUTH, RANGE 37 EAST, TALLAHASSEE MERIDIAN, BREVARD COUNTY, FLORIDA. COMMENCING AT THE INITIAL POINT; THENCE SOUTH 1 DEGREE 30 MINUTES 30 SECONDS EAST, A DISTANCE OF 230.077 FEET ALONG THE WEST LINE OF SAID SE 1/4 OF THE NW 1/4 TO THE SOUTH R/W LINE OF EAU GALLIE BOULEVARD IN CANOVA BEACH (STATE ROAD #518); THENCE CONTINUE S 1 DEGREE 30 MINUTES 30 SECONDS EAST A DISTANCE OF 150 FEET; THENCE EASTERLY AND PARALLEL TO THE SOUTH SIDE OF SAID STATE ROAD #518 A DISTANCE OF 30 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY AND PARALLEL TO THE SOUTH SIDE OF STATE ROAD #518 A DISTANCE OF 200 FEET; THENCE SOUTH 1 DEGREE 30 MINUTES 30 SECONDS EAST A DISTANCE OF 125 FEET; THENCE WESTERLY AND PARALLEL TO THE SOUTH SIDE OF SAID STATE ROAD #518 A DISTANCE OF 200 FEET; THENCE NORTH 1 DEGREE 30 MINUTES 30 SECONDS WEST A DISTANCE OF 125 FEET TO THE POINT OF BEGINNING.

AND

PARCEL 3:

THE EAST 70 FEET OF THE WEST 300 FEET OF THE SOUTH 125 FEET OF THE NORTH 275 FEET OF THAT PART OF THE SE 1/4 OF THE NW 1/4 OF SECTION 13, TOWNSHIP 27 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 518.

EXHIBIT "C" Continued
Legal Description of Dominant Property Continued

AND

PARCEL 4:

FROM THE NORTHWEST CORNER OF THE SOUTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SECTION 13, TOWNSHIP 27 SOUTH, RANGE 37 EAST, IN BREVARD COUNTY, FLORIDA, THENCE RUN 230.04 FEET BEARING SOUTH 1 DEGREE 30'30" EAST ALONG THE WESTERN BOUNDARY OF SAID SOUTHEAST ONE QUARTER OF SAID NORTHWEST ONE QUARTER (BEING ALSO THE WESTERN BOUNDARY OF SAN PEDRO DRIVE AS SHOWN ON "REPLAT OF BLOCK 3, CANOVA BEACH, SECTION B" AS RECORDED IN PLAT BOOK 9, PAGE 71, AND ITS SOUTHERLY PROLONGATION) TO THE INTERSECTION WITH THE SOUTHERN RIGHT OF WAY BOUNDARY OF EAU GALLIE BOULEVARD, WHICH INTERSECTION IS THE POINT OF BEGINNING; THENCE PROCEED 50 FEET BEARING EAST ALONG SAID SOUTHERN BOUNDARY OF EAU GALLIE BOULEVARD. THENCE PROCEED 150 FEET BEARING SOUTH 1 DEGREE 30'30" EAST ALONG A LINE PARALLEL TO SAID WESTERN BOUNDARY OF SAID SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER, BEING ALSO ALONG THE LINE OF THE WESTERN BOUNDARY OF LAND PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1160, PAGE 559; THENCE PROCEED 20 FEET BEARING WEST ALONG A LINE PARALLEL TO SAID SOUTHERN BOUNDARY OF EAU GALLIE BOULEVARD. THENCE PROCEED 125 FEET BEARING SOUTH 1 DEGREE 30'30" EAST ALONG A LINE PARALLEL TO SAID WESTERN BOUNDARY OF SAID SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER, BEING ALSO ALONG THE LINE OF THE WESTERN BOUNDARY OF LAND PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1576, PAGE 191; THENCE PROCEED 30 FEET BEARING WEST ALONG A LINE PARALLEL TO SAID SOUTHERN BOUNDARY OF EAU GALLIE BOULEVARD; THENCE PROCEED 275 FEET BEARING NORTH 1 DEGREE 30'30" WEST ALONG SAID WESTERN BOUNDARY OF SAID SOUTHEAST ONE QUARTER OF SAID NORTHWEST ONE QUARTER OF SECTION 13, TOWNSHIP 27 SOUTH, RANGE 37 EAST, TO THE POINT OF BEGINNING.

LOCATION MAP

Section 13, Township 27 South, Range 37 East – District 4

PROPERTY LOCATION: South of East Eau Gallie Boulevard and west of Highway A1A in Indian Harbour Beach.

OWNERS NAME(S): MHW Beachside, LLC

