



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.23.

10/11/2022

Subject:

Acceptance, Re: Donation of land for the Environmentally Endangered Lands Program (District 1)

Fiscal Impact:

Title commitment and closing fees are estimated at \$525. Initial management costs are estimated at \$260 for boundary sign installation. Annual management costs are estimated at \$250. The costs will be paid by the Environmentally Endangered Lands (EEL) Program.

Dept/Office:

Parks and Recreation/Environmentally Endangered Lands (EEL) Program

Requested Action:

It is requested that the Board of County Commissioners:

1. Approve the acceptance of a donation of property from Alex Chamberlain, in Titusville;
2. Waive the requirement for a Phase 1 Environmental Site Assessment,
3. Authorize the Chair to execute the agreement accepting the donation upon County Attorney's Office and Risk Management Department review and approval.
4. Approve the payment of title and closing fees.

Summary Explanation and Background:

The Environmentally Endangered Lands (EEL) Program was contacted by a property owner, Alex Chamberlain, who currently owns 9.74+/- acres of property in Titusville, that he wishes to donate to the County for conservation. Mr. Chamberlain would like to donate the property without incurring any costs to himself. The owner will be responsible for paying all outstanding (pro-rated) property taxes that are due at the time of closing.

The property is surrounded on three sides by the EEL Program's Fox Lake Sanctuary. The habitats are in good condition with limited invasion of exotic species.

Annual management needs are limited due to the good condition of the natural habitats. Annual tasks include periodic monitoring for exotic species, boundary monitoring and periodic burning.

The Brevard County Property Appraiser's tax assessment of the parcel is recorded as \$2440.

Clerk to the Board Instructions:

Please return Board Memorandum to the Environmentally Endangered Lands (EEL) Program.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: CHAMBERLAIN AGREEMENT TO DONATE		2. Amount:
3. Fund/Account #: 1610/300100	4. Department Name: P&R-EEL Program	
5. Contract Description: CHAMBERLAIN AGREEMENT TO DONATE		
6. Contract Monitor: Jenny Warner		8. Contract Type: USE AGREEMENT
7. Dept/Office Director: Mary Ellen Donner, Director, P&R		
9. Type of Procurement: Other		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Warner, Jenny	<small>Digitally signed by Warner, Jenny Date: 2020.12.08 13:51:14 -05'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wall, Katherine	<small>Digitally signed by Wall, Katherine Date: 2022.09.19 09:46:27 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt	<small>Digitally signed by Lairsey, Matt Date: 2022.01.07 13:39:13 -05'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Caron, Justin	<small>Digitally signed by Caron, Justin Date: 2022.02.23 16:08:14 -05'00'</small>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



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

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

October 12, 2022

MEMORANDUM

TO: Mary Ellen, Park and Recreation Director

RE: Item F.23., Acceptance for Donation of Land for the Environmentally Endangered Land Program

The Board of County Commissioners, in regular session on October 11, 2022, approved the acceptance of a donation of property from Alex Chamberlain, in Titusville; waived the requirement for a Phase 1 Environmental Site Assessment; authorized the Chair to execute the agreement accepting the donation upon County Attorney's Office and Risk Management's review and approval; and approved the payment of title and closing fees. Enclosed is a fully-executed Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script, reading "Kimberly Powell".

Kimberly Powell, Clerk to the Board

/pp

Encl. (1)

cc: Finance
Budget
EELs

Chamberlain Property Donation Map

Fox Lake Sanctuary



AGREEMENT TO DONATE LAND

THIS AGREEMENT TO DONATE LAND is made the date of last signature below by and between BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida("County"), and ALEX S. CHAMBERLAIN, as Trustee of ALEX S. CHAMBERLAIN REVOCABLE TRUST DATED APRIL 14, 1985 with full power and authority granted in Section 689.071, Florida Statutes, owner of the property located at Tax Account #2200053, whose mailing address is 818 Indian River Drive, Titusville, FL 32780 ("Donor").

WITNESSETH:

WHEREAS, the County desires to take possession of the property located at Tax Account #2200053, more fully described in the legal description attached hereto as **Exhibit A** (the "Property"); and

WHEREAS, the Property serves the public interest by allowing the County to continue to preserve the natural resources and scenic beauty found within Brevard County; and

WHEREAS, taking ownership of such land(s) will be consistent with the resource conservation goals, objectives, policies, and guidelines of the County's Environmentally Endangered Lands Program; and

WHEREAS, in order for the County to further accomplish the goal of environmental protectionism, the Donor shall donate the Property in accordance with the terms and conditions outlined below.

NOW, THEREFORE, in consideration of the covenants and premises herein contained, it is mutually agreed between the parties as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein as part of this Agreement.
2. **Purpose.** Donor owns that certain real property located in Brevard County, Florida, more particularly described or depicted in **Exhibit A**, attached hereto and made a part hereof. Donor agrees to donate the Property to the County, and the County agrees to accept the donation, subject to and in accordance with the terms and conditions hereinafter set forth.
3. **Inspections.** The County, at its own expense, shall be given 60 days to complete any necessary studies, title work, surveys, inspections, and/or environmental study, if applicable, (collectively the "Inspections") on the Property to determine if any defects and/or hazardous conditions exist on the Property. County and County's agents, employees, and independent contractors shall have the right to enter upon the Property, subject prior approval by the Donor, which shall not be unreasonably withheld or delayed, for the purpose of conducting such

Inspections, provided the Inspections shall not damage the Property, or any adjacent property, or cause injury to any person.

4. Inspection Results. Prior to the closing of the transaction contemplated by this Agreement ("Inspection Period"), the County shall have the right to make such Inspections as the County may desire with respect to the Property.

- a. If the County is satisfied with the results of the Inspections, then Donor shall transfer the Property to the County via warranty deed.
- b. If the County is not satisfied with the results of the Inspections, the County will not be obligated to accept the donation. This can be done with or without cause.
- c. If the County is satisfied with the results of the Inspections and the Donor breaches this Agreement by failing to transfer ownership by the closing date, the Donor shall be held financially responsible for the costs incurred by the County to conduct such Inspections.

5. Severability. If any provision of this Agreement or application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

6. Closing and Other Expenses. The cost of recording, any documentary stamps required to be affixed thereto, and any other normal closing expenses shall be paid by the County. Each party shall pay its own attorneys' fees incurred in connection with the negotiation, preparation, execution and closing of this Agreement and for closing.

7. Proration of Real Property Taxes. Real property taxes shall be prorated based on the current year's tax with due allowance made for the maximum allowable discount and applicable exemptions, if any, allowed for said year. If closing occurs at a date when the current year's millage is not fixed, and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated based on the prior year's tax. If additional monies are due by either party as a result of such re-proration, such monies shall be promptly paid by the party from whom they are due.

8. Governing Law and Venue. The laws of the State of Florida shall govern the validity of this Contract, its interpretation and performance, and any other claims related thereto. Venue for any legal action brought by any party to this Agreement to interpret, construe, or

enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida.

9. Force Majeure. Any delay in the performance by either party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, work, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion, or strike.

IN WITNESS WHEREOF, the parties hereto and their authorized representatives have hereunto set their hands and seals on the date of last signature below.

ATTEST:



Rachel M. Sadoff, Clerk

BREVARD COUNTY BOARD OF
COUNTY COMMISSIONERS


Kristine Zonka, Chair

As approved by the Board on 10/11/2022

Reviewed for legal form and content
for Brevard County:


Assistant County Attorney

WITNESSES


Signature

1-30-2022

DONOR

By: Alex Chamberlain 30 Jan 22
Date

ALEX S. CHAMBERLAIN, as
Trustee of ALEX S. CHAMBERLAIN
REVOCABLE TRUST DATED APRIL 14,
1985 with full power and authority granted
in Section 689.071, Florida Statutes

Printed Name

Cecily C. Kannappel
Signature

Cecily Kannappel
Printed Name

2/4/22

EXHIBIT "A"



Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700

<https://www.bcpao.us>

PROPERTY DETAILS

Account 2200053
 Owners ALEX S CHAMBERLAIN REVOCABLE TRUST
 Mailing Address 818 INDIAN RIVER AVE TITUSVILLE FL 32780
 Site Address 1909 UNKNOWN FL
 Parcel ID 22-34-14-AV-*-77
 Property Use 0010 - VACANT RESIDENTIAL LAND (SINGLE FAMILY, PLATTED)
 Exemptions NONE
 Taxing District 1300 - UNINCORP DISTRICT 1
 Total Acres 9.74
 Subdivision TITUSVILLE FRUIT & FARM LAND CO
 Site Code 0001 - NO OTHER CODE APPL.
 Plat Book/Page 0002/0029
 Land Description TITUSVILLE FRUIT & FARM LAND CO LOTS 77,84

VALUE SUMMARY

Category	2021	2020	2019
Market Value	\$1,950	\$1,950	\$1,950
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$1,950	\$1,950	\$1,950
Assessed Value School	\$1,950	\$1,950	\$1,950
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$1,950	\$1,950	\$1,950
Taxable Value School	\$1,950	\$1,950	\$1,950

SALES/TRANSFERS

Date	Price	Type	Instrument
01/21/2020	--	WD	8643/2001
04/15/2002	\$6,000	WD	4594/1813
09/24/2001	--	QC	4466/3275
09/04/2001	--	QC	4466/3273
01/21/1981	--	WD	2280/1113

No Data Found