

BOARD OF COUNTY COMMISSIONERS

AGENDA REVIEW SHEET

AGENDA: Contract for Sale and Purchase for a Fee Simple Parcel, Ingress/Egress Easement, and Utility Easement from Merritt Island Garden Apartments, LLC, related to the replacement of Lift Station M-13 – 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 Kruse Supervisor		_____	<u>8/5/26</u>
COUNTY ATTORNEY Greg Hughes Assistant County Attorney		_____	<u>8/7/2026</u>

RECEIVED

AUG 05 2026

Brevard County Attorney

CONTRACT FOR SALE AND PURCHASE

Seller: Merritt Island Garden Apartments, LLC, a Florida limited liability company
211 Caroline Street, Cape Canaveral, Florida 32920

Buyer: Brevard County, a political subdivision of the State of Florida
2725 Judge Fran Jamieson Way, Viera, Florida 32940

Legal description of fee simple property being transferred: See attached Exhibit "A"

Legal description of easements being conveyed: See attached Exhibit "B" and "C"

The transfer shall be made pursuant to the following terms and conditions, Exhibits "A", "B", and "C", Amendment 1 to Contract for Sale and Purchase and the attached Standards for Real Estate Transactions.

Purchase price: \$15,106.00 (Fifteen Thousand One Hundred Six and no/100 Dollars)

Deposit: \$100 to be transferred to an escrow account established and held by the Brevard County Clerk, such deposit to be applied to the purchase price.

Time for acceptance of offer; effective date; facsimile: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before September 15, 2026, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as originals.

Title evidence: At least 15 days before closing date, ☐ Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney or ☒ Buyer shall at Buyer's expense obtain ☒ a title search and/or ☐ title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

Closing Date: This transaction shall be closed, and the deed and other closing papers delivered on or before December 14, 2026, unless modified by other provisions of this Contract.

Warranties: The following warranties are made and shall survive closing.

a. SELLER warrants that there are no parties in occupancy other than Seller.

b. SELLER warrants there is no hazardous waste or other environmental contamination located in or upon the property being acquired by the County. Seller shall indemnify and defend Buyer from any and all claims or expenses resulting from hazardous waste or environmental contamination located in or upon the property provided such waste or contamination was not placed on the property by the Buyer.

c. SELLER warrants that he/she has no knowledge of any fact or restriction which would prevent use of the property for lift station purposes.

d. SELLER hereby represents and warrants to COUNTY that SELLER has not engaged or dealt with any agent, broker, or finder, in regard to this Agreement or to the sale and purchase of the property contemplated hereby. SELLER hereby acknowledges and covenants that SELLER is solely responsible for any and all commissions due arising out of or connected within the sale or transfer of the property. SELLER hereby indemnifies COUNTY and agrees to hold COUNTY free and harmless from and against any and all liability, loss, costs, damage and expense, including but not limited to attorney's fees and costs of litigation both prior to and on appeal, which COUNTY shall ever suffer or incur because of any claim by any agent, broker or finder engaged by SELLER, including broker, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the property contemplated hereby.

Inspections: The BUYER shall have 60 days after the Brevard County Board of County Commissioners executes the contract within which to complete physical inspection and evaluation of the property for environmental, hazardous materials, developability, access, drainage, and subsurface conditions. In the event a Phase I environmental assessment meeting ASTM standards is prepared and environmental issues objectionable to BUYER are detected, SELLER shall 1) take all steps necessary to remove BUYER'S objections prior to the expiration of the 60 day inspection period, if possible or 2) if acceptable to BUYER, SELLER shall allow an additional 90 days to provide adequate time to conduct a Phase II assessment meeting ASTM standards. If the Phase I assessment reveals contamination this agreement may be terminated by BUYER and BUYER may decline to allow SELLER to clean up or to proceed to a Phase II assessment. Likewise, if the Phase II assessment reveals contamination objectionable to BUYER, BUYER may terminate this agreement. Alternatively, BUYER may grant SELLER an additional 90 days to clean up the site after the Phase II assessment, but BUYER is not required to do so. SELLER shall allow the BUYER or its agents reasonable right of entry upon the property for inspection purposes. Before the expiration of the initial 60-day inspection period or the additional 90-day extension for a Phase II assessment, BUYER shall have the right to terminate this agreement with a full refund of any deposits, should the results of the inspection indicate the property cannot be used for its intended purpose or that mitigation of conditions would be required. If clean up after a Phase II assessment is attempted but unacceptable to BUYER, the BUYER shall receive a full refund of its deposit.

Condemnation: This property ☐ is ☒ is not being acquired under threat of condemnation. If so, this agreement includes and settles all issues of full compensation for the property being acquired, including fees and costs.

SELLER shall comply with section 196.295, Florida Statutes.

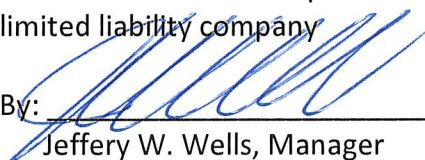
SELLER hereby agrees to provide the necessary information and execute a beneficial interest and disclosure affidavit as required by section 286.23, Florida Statutes.

Special Clauses: ☒ See attached addendum ☐ NOT APPLICABLE

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

SELLER
Merritt Island Garden Apartments, LLC, a Florida
limited liability company

By: _____ Date _____
Thad Altman, Chair

By:  Date 7/27/26
Jeffery W. Wells, Manager

Agenda Item # _____
As approved by the Board _____

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE: A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within 3 days thereafter, notify Seller in writing specifying defect(s). If the defect(s) render title unmarketable, Seller will have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall immediately be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is, Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) in the title within the time provided therefor. If Seller is unable to remove the defects within the times allowed therefor, Buyer shall either waive the defects or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same may have the Real Property surveyed and certified by a registered Florida surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

C. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in the Warranties section of the agreement.

D. LIENS: Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding date of closing. If Property has been improved or repaired within that time Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at closing of this Contract.

E. TIME PERIOD: Time is of the essence in this Contract.

F. DOCUMENTS FOR CLOSING: Seller shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish closing statement.

G. EXPENSES: Documentary stamps on the deed, if required, and recording of corrective instruments shall be paid by Seller. Buyer will pay for the cost of recording the deed.

H. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Buyer shall have the option of taking over any existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations. Prorations will be made through day prior to occupancy if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If

closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.

I. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.

J. PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If abstract of title has been furnished, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. Proceeds of the sale shall be held in escrow by Seller's attorney or by another mutually acceptable escrow agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. The escrow and closing procedure required by this Standard shall be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (1993), as amended.

K. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. In the event of any litigation arising out of this contract, each party shall bear its own attorney's fees and costs.

THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY.

L. CONVEYANCE: Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller. Personal Property shall, at request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

M. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

N. WARRANTY: Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed.

Reviewed for legal form and content:

 (Assistant) County Attorney

 Seller's Initial

Addendum

This addendum is attached to and made a part of the CONTRACT FOR SALE AND PURCHASE dated this _____ day of _____, 2026, by and between Merritt Island Garden Apartments, LLC, a Florida limited liability company, as Seller, and Brevard County, Florida as Buyer:

For value received, the parties hereto agree as follows:

1. The Parties agree to amend said Contract for Sale and Purchase as follows:
 - a. The paragraph in the main contract titled "**Warranties**" "a" is amended to read "SELLER warrants that there are no parties in occupancy other than Seller or lessees claiming through Seller."
 - b. The paragraph in the main contract titled "**Warranties**" is amended to delete items "b" and "c" in their entirety. However, item "d" in said "Warranties" paragraph shall remain unchanged.
 - c. The paragraph in the main contract title "**Inspections**" is amended to read "The BUYER shall have 60 days after the Brevard County Board of County Commissioners executes the contract within which to complete physical inspection and evaluation of the property for environmental, hazardous materials, developability, access, drainage, and subsurface conditions. In the event a Phase I environmental assessment meeting ASTM standards is prepared and environmental issues objectionable to BUYER are detected, if acceptable to BUYER, SELLER shall allow an additional 90 days to provide adequate time to conduct a Phase II assessment meeting ASTM standards. If the Phase I assessment reveals contamination this agreement may be terminated by BUYER. Likewise, if the Phase II assessment reveals contamination objectionable to BUYER, BUYER may terminate this agreement. SELLER shall allow the BUYER or its agents reasonable right of entry upon the property for inspection purposes. Before the expiration of the initial 60-day inspection period or the additional 90-day extension for a Phase II assessment, BUYER shall have the right to terminate this agreement with a full refund of any deposits, should the results of the inspection indicate the property cannot be used for its intended purpose or that mitigation of conditions would be required."
2. The Parties agree to amend said Attachment 1 Standards for Real Estate Transactions as follows:
 - a. Paragraph "A" **Evidence of Title**, is amended to read "A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price insuring Buyer's title to the

Real Property and Easements, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of the Florida Bar and in accordance with law. Buyer shall have 5 days from the date of receiving evidence of title to examine it. If title is found defective, Buyer shall within five (5) days to either waive the defect(s) or receive a full refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this contract."

- b. Paragraph "C" **Ingress and Egress** is hereby deleted.
 - c. Paragraph "D" **Liens** is amended to read "Seller shall furnish to Buyer at the time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding date of closing."
 - d. Paragraph "F" **Documents for Closing** is amended to read "Seller shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, joinder and consent to easements, partial release of mortgages, and corrective documents. Buyer shall furnish closing statement."
 - e. Paragraph "G" **Expenses** is amended to read "Documentary stamps on the deed and easements, if required, shall be paid by Seller. Buyer will pay for the cost of recording the deed, partial releases, joinder and consent to easements, and corrective instruments."
 - f. Paragraph "H" **Prorations; Credits** is amended to read "Taxes shall be prorated through the day before closing."
 - g. Paragraph "I" **Special Assessment Liens** is hereby deleted.
 - h. Paragraph "J" **Proceeds of Sale; Closing Procedure** is amended to read "The deed and easements shall be recorded upon clearance of funds."
 - i. Paragraph "L" **Conveyance** is amended to read "Seller shall convey title to the Real Property by special warranty deed, trustee's deed, personal representative's or guardian's deed, as appropriate to the status of the Seller."
 - j. Paragraph "N" **Warranty** is hereby deleted.
3. **Master Lease; Condition to Closing.** Buyer acknowledges that the Property is subject to that certain master lease (the "Master Lease") affecting all or a portion of

the Property. This Contract is expressly conditioned upon the written consent of the tenant under the Master Lease (the "Master Lessee") to the sale of the Property to Buyer, such consent to be obtained on or before the date that is thirty (30) days following the Effective Date. If such consent is not obtained by that date, either party may terminate this Contract by written notice to the other, in which event the Deposit shall be returned to Buyer, and the parties shall have no further liability to one another.

4. All other terms and conditions of the Contract for Sale and Purchase and Attachment 1 dated _____, 20____, which is incorporated herein by this reference, not inconsistent with the provisions of this Addendum, shall remain in full force and effect.
5. Each Party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that Party to the obligations stated herein.

BUYER:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

Thad Altman, Chair

As Approved by the Board on
_____, 2026

Agenda Item # _____

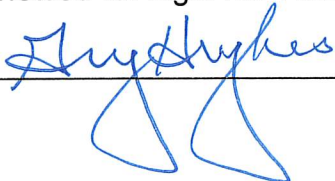
SELLER:

Merritt Island Garden Apartments, LLC,
a Florida limited liability company

Jeffery W. Wells, Manager

Date: 07/27/26

Reviewed for legal form only:

, (Assistant) County Attorney

LEGAL DESCRIPTION

PARCEL 100

PARENT PARCEL ID#: 24-36-26-00-259

PURPOSE: FEE SIMPLE CONVEYANCE

EXHIBIT "A"

SHEET 1 OF 3

NOT VALID WITHOUT SHEETS 2 & 3 OF 3

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 100 FEE SIMPLE CONVEYANCE (PREPARED BY SURVEYOR)

A PARCEL OF LAND LYING IN SECTION 26, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING A PORTION OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 8267, PAGE 1985, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA; THENCE RUN SOUTH 89°35'10" WEST ALONG SAID NORTH SECTION LINE FOR A DISTANCE OF 210.00 FEET; THENCE DEPARTING SAID NORTH SECTION LINE RUN SOUTH 00°08'39" EAST FOR A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF LANDS RECORDED IN OFFICIAL RECORDS BOOK 8267, PAGE 1985; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°08'39" EAST ALONG THE EAST LINE OF OFFICIAL RECORDS BOOK 8267, PAGE 1985 FOR A DISTANCE OF 186.25 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°08'39" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 30.00 FEET; THENCE SOUTH 89°51'21" WEST FOR A DISTANCE OF 25.00 FEET; THENCE NORTH 00°08'39" WEST FOR A DISTANCE OF 30.00 FEET; THENCE NORTH 89°51'21" EAST TO AFORESAID EAST LINE FOR A DISTANCE OF 25.00 FEET TO A POINT OF BEGINNING.

SAID PARCEL CONTAINING (750.00 SQUARE FEET), MORE OR LESS.



Digitally signed
by Ronald Smith

Date:
2025.08.22
10:44:57 -04'00'

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

RONALD K. SMITH, PSM 5797
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: L&S DIVERSIFIED
BUSINESS LICENSE LB#7829
ADDRESS: 916 S WICKHAM RD, WEST MELBOURNE, FL 32904
PHONE: (407) 681.3836

L & S
Diversified
Professional Surveyors and Mappers

DRAWN BY: J.SANCHEZ	CHECKED BY: R.SMITH	PROJECT NO. 2250016			SECTION 26, TOWNSHIP 24 SOUTH, RANGE 36 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 05/05/2025	SHEET: 1 OF 3				

SKETCH OF DESCRIPTION

PARCEL 100

PARENT PARCEL ID#: 24-36-26-00-259

PURPOSE: FEE SIMPLE CONVEYANCE

EXHIBIT "A"

SHEET 2 OF 3

NOT VALID WITHOUT SHEETS 1 & 3 OF 3

THIS IS NOT A SURVEY

LUCAS ROAD
50' RIGHT-OF-WAY

POC NE CORNER

OF NW 1/4 OF THE
NW 1/4, SECTION 26,
TOWNSHIP 24 SOUTH,
RANGE 36 EAST

SOUTH LINE SEC 23-TWP 24 S-R 36 E
NORTH LINE SEC 26-TWP 24 S-R 36 E
S89°35'10"W (BASIS OF BEARING)

S89°35'10"W 210.00'

NE CORNER OF ORB. 8267, PG. 1985

NORTH LINE OF ORB. 8267, PG. 1985

10' WIDE
PUBLIC
UTILITY
EASEMENT
ORB. 1311,
PG. 783

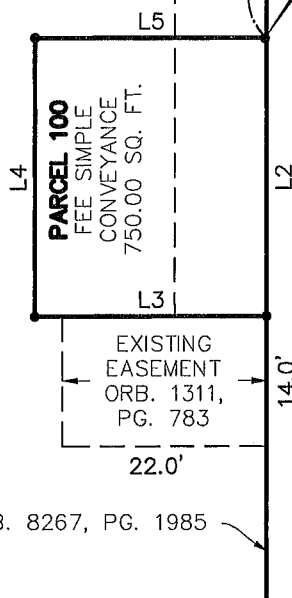
PARCEL
ID: 24-36-26-00-259

OWNERS: MERRITT
ISLAND GARDEN
APARTMENT LLC
ADDRESS: 229
LIGUSTRUM LN UNIT
COMMON MERRITT
ISLAND FL 32953
ORB. 8267, PG. 1985

POB 100

EAST LINE OF NORTHWEST 1/4
OF THE NORTHWEST 1/4,
SECTION 26, TOWNSHIP 24
SOUTH, RANGE 36 EAST

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S00°08'39"E	25.00'
L2	S00°08'39"E	30.00'
L3	S89°51'21"W	25.00'
L4	N00°08'39"W	30.00'
L5	N89°51'21"E	25.00'



PARCEL
ID: 24-36-26-00-251
OWNERS: BOGART PLACE
PROPERTIES LLC
ADDRESS: 215 LUCAS
RD MERRITT ISLAND FL
32953
ORB. 8112, PG. 2014



EAST LINE OF ORB. 8267, PG. 1985

PREPARED BY: L&S DIVERSIFIED
BUSINESS LICENSE LB#7829
ADDRESS: 916 S WICKHAM RD
WEST MELBOURNE, FL 32904
PHONE: (407) 681.3836

L & S
Diversified
Professional Surveyors and Mappers

SCALE:
1" = 20'
PROJECT NO.:
2250016

SECTION 26, TOWNSHIP 24
SOUTH, RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL 100

PARENT PARCEL ID#: 24-36-26-00-259

PURPOSE: FEE SIMPLE CONVEYANCE

EXHIBIT "A"

SHEET 3 OF 3

NOT VALID WITHOUT SHEETS 1 & 2 OF 3

THIS IS NOT A SURVEY

SURVEYORS NOTES:

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO ESTABLISH AN UTILITY EASEMENT.
2. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
3. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THE BEARINGS SHOWN HEREON ARE ASSUMED AND REFERENCED TO THE NORTH SECTION LINE OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 36 EAST, AS RECORDED IN OFFICIAL RECORDS BOOK 1311, PAGE 783, SAID NORTH LINE BEARING SOUTH 89°35'10" WEST.
5. THIS SKETCH WAS PREPARED WITH THE BENEFIT OF THE FOLLOWING REFERENCES:
 - 5.1. OWNERSHIP AND ENCUMBRANCE (O&E) BY NEW REVELATIONS, INC., REPORT FILE NO. 21-1568, DATED 05/05/2025. EASEMENTS AND EXCEPTIONS:
 - 5.1.1. UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 8267, PAGE 1985. AFFECTS, USE: SHOWN HEREON.
 - 5.1.2. SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 9722, PAGE 371. DOES NOT ABUT OR AFFECT.

SYMBOLS AND ABBREVIATION LEGEND:

COR = CORNER	POB = POINT OF BEGINNING
ORB = OFFICIAL RECORDS BOOK	R/W = RIGHT-OF-WAY
ESMT = EASEMENT	SEC = SECTION
PB = PLAT BOOK	HWY = HIGHWAY
PG = PAGE	
● = CHANGE OF DIRECTION	

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

PREPARED BY: L&S DIVERSIFIED
BUSINESS LICENSE LB#7829
ADDRESS: 916 S WICKHAM RD, WEST MELBOURNE, FL 32904
PHONE: (407) 681.3836

L & S
Diversified
Professional Surveyors and Mappers

DRAWN BY: J.SANCHEZ

CHECKED BY: R.SMITH

PROJECT NO. 2250016

REVISIONS

DATE

DESCRIPTION

DATE: 05/25/2025

SHEET: 3 OF 3

SECTION 26, TOWNSHIP 24
SOUTH, RANGE 36 EAST

LEGAL DESCRIPTION

PARCEL 801

PARENT PARCEL ID#: 24-36-26-00-259

PURPOSE: PUBLIC UTILITY EASEMENT

EXHIBIT "B"

SHEET 1 OF 3

NOT VALID WITHOUT SHEETS 2 & 3 OF 3

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 801 PUBLIC UTILITY EASEMENT (PREPARED BY SURVEYOR)

A PARCEL OF LAND LYING IN SECTION 26, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING A PORTION OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 8267, PAGE 1985, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA; THENCE RUN SOUTH 89°35'10" WEST ALONG SAID NORTH SECTION LINE FOR A DISTANCE OF 210.00 FEET; THENCE DEPARTING SAID NORTH SECTION LINE RUN SOUTH 00°08'39" EAST FOR A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF LANDS RECORDED IN OFFICIAL RECORDS BOOK 8267, PAGE 1985, FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°08'39" EAST ALONG THE EAST LINE OF OFFICIAL RECORDS BOOK 8267, PAGE 1985, FOR A DISTANCE OF 186.25 FEET; THENCE SOUTH 89°51'21" WEST FOR A DISTANCE OF 10.00 FEET; THENCE NORTH 00°08'39" WEST FOR A DISTANCE OF 186.20 FEET TO THE SAID NORTH LINE OF OFFICIAL RECORDS BOOK 8267, PAGE 1985; THENCE ALONG SAID NORTH LINE NORTH 89°35'10" EAST FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING (1862.24 SQUARE FEET), MORE OR LESS.



Digitally signed
by Ronald Smith
Date: 2025.08.22
10:39:48 -04'00'

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

RONALD K. SMITH, PSM 5797
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: L&S DIVERSIFIED
BUSINESS LICENSE LB#7829
ADDRESS: 916 S WICKHAM RD, WEST MELBOURNE, FL 32904
PHONE: (407) 681.3836

L & S
Diversified
Professional Surveyors and Mappers

DRAWN BY: J.SANCHEZ

CHECKED BY: R.SMITH

PROJECT NO. 2250016

REVISIONS

DATE

DESCRIPTION

DATE: 05/05/2025

SHEET: 1 OF 3

SECTION 26, TOWNSHIP 24
SOUTH, RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL 801

PARENT PARCEL ID#: 24-36-26-00-259

PURPOSE: PUBLIC UTILITY EASEMENT

EXHIBIT "B"

SHEET 2 OF 3

NOT VALID WITHOUT SHEETS 1 & 3 OF 3

THIS IS NOT A SURVEY

PARCEL ID: 24-36-23-BX-*--19.01

OWNERS: COUNTRY CLUB
APARTMENTS OF MERRITT ISLAND
ADDRESS: 1155 N COURTENAY PKWY
MERRITT ISLAND FL 32953
ORB. 6457, PG. 70

POB 801

NE CORNER OF
ORB. 8267, PG. 1985

LUCAS ROAD

50' RIGHT-OF-WAY

S89°35'10"W (BASIS OF BEARING)

NORTH LINE OF ORB. 8267, PG. 1985

PARCEL 801

PUBLIC UTILITY EASEMENT
1862.24 SQ. FT.

PARCEL ID: 24-36-26-00-259

OWNERS: MERRITT ISLAND GARDEN APARTMENT LLC
ADDRESS: 229 LIGUSTRUM LN UNIT COMMON
MERRITT ISLAND FL 32953
ORB. 8267, PG. 1985

EXISTING
10' WIDE
PUBLIC
UTILITY
EASEMENT
ORB. 1311,
PG. 783

PARCEL ID: 24-36-28-00-251

OWNERS: BOGART PLACE
PROPERTIES LLC
ADDRESS: 215 LUCAS RD
MERRITT ISLAND FL 32953
ORB. 8112, PG. 2014

EXISTING EASEMENT
ORB. 1311, PG. 783

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S00°08'39"E	25.00'
L2	S89°51'21"W	10.00'
L3	N89°35'10"E	10.00'

POC NE CORNER

OF NW 1/4 OF THE
NW 1/4, SECTION 26,
TOWNSHIP 24 SOUTH,
RANGE 36 EAST

SOUTH LINE SEC 23-TWP 24 S-R 36 E

S89°35'10"W 210.00'

NORTH LINE SEC 26-TWP 24 S-R 36 E

L3

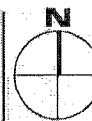
10' WIDE
PUBLIC
UTILITY
EASEMENT
ORB. 1311,
PG. 783

N00°08'39"W 186.20'

S00°08'39"E 186.25'

L2

EAST LINE OF NORTHWEST 1/4
OF THE NORTHWEST 1/4,
SECTION 26, TOWNSHIP 24
SOUTH, RANGE 36 EAST



EAST LINE OF
ORB. 8267, PG. 1985

PREPARED BY: L&S DIVERSIFIED
BUSINESS LICENSE LB#7829
ADDRESS: 916 S WICKHAM RD
WEST MELBOURNE, FL 32904
PHONE: (407) 681.3836

L & S
Diversified

SCALE:
1" = 80'
PROJECT NO.:
2250016

SECTION 26, TOWNSHIP 24
SOUTH, RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL 801

EXHIBIT "B"

SHEET 3 OF 3

NOT VALID WITHOUT SHEETS 1 & 2 OF 3

THIS IS NOT A SURVEY

PARENT PARCEL ID#: 24-36-26-00-259

PURPOSE: PUBLIC UTILITY EASEMENT

SURVEYOR'S NOTES:

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO ESTABLISH AN UTILITY EASEMENT.
2. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
3. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN ELECTRONIC GENERATED SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THE BEARINGS SHOWN HEREON ARE ASSUMED AND REFERENCED TO THE NORTH SECTION LINE OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 36 EAST, AS RECORDED IN OFFICIAL RECORDS BOOK 1311, PAGE 783, SAID NORTH LINE BEARING SOUTH 89°35'10" WEST.
5. THIS SKETCH WAS PREPARED WITH THE BENEFIT OF THE FOLLOWING REFERENCES:
 - 5.1. OWNERSHIP AND ENCUMBRANCE (O&E) BY NEW REVELATIONS, INC., REPORT FILE NO. 21-1568, DATED 05/05/2025. EASEMENTS AND EXCEPTIONS:
 - 5.1.1. UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 8267, PAGE 1985. AFFECTS, USE: SHOWN HEREON.
 - 5.1.2. SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 9722, PAGE 371. DOES NOT ABUT OR AFFECT.

SYMBOLS AND ABBREVIATION LEGEND:

COR = CORNER	POB = POINT OF BEGINNING
ORB = OFFICIAL RECORDS BOOK	R/W = RIGHT-OF-WAY
ESMT = EASEMENT	SEC = SECTION
PB = PLAT BOOK	HWY = HIGHWAY
PG = PAGE	
● = CHANGE OF DIRECTION	

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

PREPARED BY: L&S DIVERSIFIED
BUSINESS LICENSE LB#7829
ADDRESS: 918 S WICKHAM RD, WEST MELBOURNE, FL 32904
PHONE: (407) 681.3836

L & S
Diversified
Professional Surveyors and Engineers

DRAWN BY: J.SANCHEZ

CHECKED BY: R.SMITH

PROJECT NO. 2250016

REVISIONS

DATE

DESCRIPTION

DATE: 05/25/2025

SHEET: 3 OF 3

SECTION 26, TOWNSHIP 24
SOUTH, RANGE 36 EAST

LEGAL DESCRIPTION

PARCEL 800

PARENT PARCEL ID#: 24-36-26-00-259

PURPOSE: INGRESS/EGRESS EASEMENT

EXHIBIT "C"

SHEET 1 OF 3

NOT VALID WITHOUT SHEETS 2 & 3 OF 3

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 800 INGRESS/EGRESS EASEMENT (PREPARED BY SURVEYOR)

A PARCEL OF LAND LYING IN SECTION 26, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING A PORTION OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 8267, PAGE 1985, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA; THENCE RUN SOUTH 89°35'10" WEST ALONG SAID NORTH SECTION LINE FOR A DISTANCE OF 210.00 FEET; THENCE DEPARTING SAID NORTH SECTION LINE RUN SOUTH 00°08'39" EAST FOR A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF LANDS RECORDED IN OFFICIAL RECORDS BOOK 8267, PAGE 1985; THENCE RUN SOUTH 89°35'10" WEST ALONG THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 8267, PAGE 1985 FOR A DISTANCE OF 25.00 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°35'10" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 23.88 FEET; THENCE SOUTH 00°08'39" EAST FOR A DISTANCE OF 255.49 FEET; THENCE NORTH 89°35'10" EAST FOR A DISTANCE OF 23.87 FEET; THENCE NORTH 00°08'39" WEST FOR A DISTANCE OF 25.36 FEET; THENCE NORTH 89°51'21" EAST FOR A DISTANCE OF 3.00 FEET TO THE WEST LINE OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1311, PAGE 783, PUBLIC RECORDS OF BREVARD COUNTY FLORIDA; THENCE NORTH 00°08'39" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 14.00 FEET; THENCE SOUTH 89°51'21" WEST FOR A DISTANCE OF 3.00 FEET; THENCE NORTH 00°08'39" WEST FOR A DISTANCE OF 216.13 FEET TO A POINT OF BEGINNING.

SAID PARCEL CONTAINING (6142.00 SQUARE FEET), MORE OR LESS.



Digitally signed
by Ronald Smith
Date: 2025.08.22
10:42:31 -04'00'

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

RONALD K. SMITH, PSM 5797
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: L&S DIVERSIFIED
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ADDRESS: 916 S WICKHAM RD, WEST MELBOURNE, FL 32904
PHONE: (407) 681.3836

L & S
Diversified
Professional Surveyors and Mappers

DRAWN BY: J.SANCHEZ	CHECKED BY: R.SMITH	PROJECT NO. 2250016			SECTION 26, TOWNSHIP 24 SOUTH, RANGE 36 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 05/05/2025	SHEET: 1 OF 3				

SKETCH OF DESCRIPTION

PARCEL 800

PARENT PARCEL ID#: 24-36-26-00-259

PURPOSE: INGRESS/EGRESS EASEMENT

EXHIBIT "C"

SHEET 2 OF 3

NOT VALID WITHOUT SHEETS 1 & 3 OF 3

THIS IS NOT A SURVEY

PARCEL ID: 24-36-23-BX-*--19.01

OWNERS: COUNTRY CLUB
APARTMENTS OF MERRITT ISLAND
ADDRESS: 1155 N COURTENAY PKWY
MERRITT ISLAND FL 32953
ORB. 6457, PG. 70

LUCAS ROAD

50' RIGHT-OF-WAY

NORTH LINE OF ORB. 8267, PG. 1985

S89°35'10"W (BASIS OF BEARING)

PARCEL 800

INGRESS/EGRESS EASEMENT
6141.84 SQFT.

PARCEL ID: 24-36-26-00-259

OWNERS: MERRITT ISLAND GARDEN APARTMENT LLC
ADDRESS: 229 LIGUSTRUM LN UNIT COMMON
MERRITT ISLAND FL 32953
ORB. 8267, PG. 1985

WEST LINE ORB. 1311, PG. 783

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S00°08'39"E	25.00'
L2	S89°35'10"W	25.00'
L3	S89°35'10"W	23.88'
L4	S00°08'39"E	255.49'
L5	N89°35'10"E	23.87'
L6	N00°08'39"W	25.36'
L7	N89°51'21"E	3.00'
L8	N00°08'39"W	14.00'
L9	S89°51'21"W	3.00'
L10	N00°08'39"W	216.13'

POC NE CORNER

OF NW 1/4 OF THE
NW 1/4, SECTION 26,
TOWNSHIP 24. SOUTH,
RANGE 36 EAST

POB 800

SOUTH LINE SEC 23-TWP 24 S-R 36 E
S89°35'10"W 210.00'

NORTH LINE SEC 26-TWP 24 S-R 36 E

NE CORNER OF
ORB. 8267, PG. 1985

10' WIDE
PUBLIC
UTILITY
EASEMENT
ORB. 1311,
PG. 783

PARCEL ID: 24-36-26-00-251

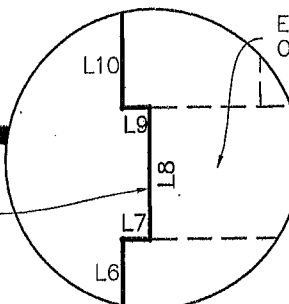
OWNERS: BOGART PLACE
PROPERTIES LLC
ADDRESS: 215 LUCAS RD
MERRITT ISLAND FL 32953
ORB. 8112, PG. 2014

EAST LINE OF NORTHWEST 1/4
OF THE NORTHWEST 1/4,
SECTION 26, TOWNSHIP 24
SOUTH, RANGE 36 EAST

EXISTING EASEMENT
ORB. 1311, PG. 783

EXISTING EASEMENT
ORB. 1311, PG. 783

WEST LINE
ORB. 1311, PG. 783



ENLARGE DETAIL

SCALE: 1 INCH = 20 FEET



PREPARED BY: L&S DIVERSIFIED
BUSINESS LICENSE LB#7829
ADDRESS: 916 S WICKHAM RD
WEST MELBOURNE, FL 32904
PHONE: (407) 681.3836

L & S
Diversified
Professional Surveyors and Mappers

SCALE:
1" = 80'
PROJECT NO.:
2250016

SECTION 26, TOWNSHIP 24
SOUTH, RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL 800

PARENT PARCEL ID#: 24-36-26-00-259

PURPOSE: INGRESS/EGRESS EASEMENT

EXHIBIT "C"

SHEET 3 OF 3

NOT VALID WITHOUT SHEETS 1 & 2 OF 3

THIS IS NOT A SURVEY

SURVEYORS NOTES:

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SYMBOLS AND ABBREVIATION LEGEND:

COR = CORNER	POB = POINT OF BEGINNING
ORB = OFFICIAL RECORDS BOOK	R/W = RIGHT-OF-WAY
ESMT = EASEMENT	SEC = SECTION
PB = PLAT BOOK	HWY = HIGHWAY
PG = PAGE	
● = CHANGE OF DIRECTION	

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

PREPARED BY: L&S DIVERSIFIED
BUSINESS LICENSE LB#7829
ADDRESS: 916 S WICKHAM RD, WEST MELBOURNE, FL 32904
PHONE: (407) 681.3836

L & S
Diversified
Professional Surveyors and Mappers

DRAWN BY: J.SANCHEZ

CHECKED BY: R.SMITH

PROJECT NO. 2250016

DATE: 05/25/2025

SHEET: 3 OF 3

REVISIONS

DATE

DESCRIPTION

SECTION 26, TOWNSHIP 24
SOUTH, RANGE 36 EAST

FEE SIMPLE PROPERTY FACT SHEET

- **PROJECT:** Lift Station M-13 Replacement
- **OWNER:** Merritt Island Garden Apartments, LLC
- **PARCEL LOCATION:** Ligustrum Lane, Merritt Island
- **TAX ACCOUNT #:** 2419389
- **PARCEL ID #:** 24-36-26-00-259
- **PARENT PARCEL SIZE:** 6.08 ACRES/ **FEE SIMPLE PURCHASE SIZE:** 750 SQ FT
- **ZONING/LANDUSE:** Low Rise Apartments
- **IMPROVEMENTS:** Apartment Complex
- **TOPOGRAPHY:** unavailable
- **FLOOD ZONE:** unavailable
- **PUBLIC UTILITIES:** All Utilities
- **ASSESSED VALUE OF PARENT PARCEL:** \$7,659,700.00 (2026 Assessment - Property Appraiser Records)
- **LATEST PROPERTY TRANSACTION:**
 - Date of Acquisition: 8/29/2018
 - (Clerk of the Courts Records) Sale amount: \$ N/A

EASEMENT PROPERTY FACT SHEET

PROJECT: Lift Station M-13 Replacement

OWNER: Merritt Island Garden Apartments, LLC

PARCEL LOCATION: Ligustrum Lane, Merritt Island

PARENT PARCEL SIZE: 6.08 acres

EASEMENT AREA: Ingress/Egress Easement 6,142.00 Sq ft
Utility Easement 1,862.24 sq ft

ZONING/LANDUSE PARENT PARCEL: Low Rise Apartments

IMPROVEMENTS: Apartment Complex

TOPOGRAPHY: unavailable

FLOOD ZONE: unavailable

TAX PARCEL ID#: 24-36-26-00-259

ASSESSED VALUE OF PARENT PARCEL: \$7,659,700.00 (2026 Assessment - Property Appraiser
Records)

PUBLIC UTILITIES: All utilities

PROPERTY TRANSACTION: Purchase date: 8/29/2018

(Clerk of the Court Records) Sale amount: N/A

LOCATION MAP

Section 26, Township 24 South, Range 36 East – District 2

PROPERTY LOCATION: South of Lucas Road, and on the east side of Ligustrum Lane in Merritt Island.

OWNERS NAME(S): Merritt Island Garden Apartments, LLC

