

## BOARD OF COUNTY COMMISSIONERS

### AGENDA REVIEW SHEET

AGENDA: Contract for Purchase of Easement Rights from Steven Brown for the  
W03 Force Main as Part of the West Cocoa Utilities Improvement Project,  
District 1

AGENCY: Public Works Department / Land Acquisition / Utility Services Department

AGENCY CONTACT: Lucy Hamelers, Land Acquisition Supervisor

CONTACT PHONE: 321-350-8336 direct

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor	 _____	_____	<u>1-10-2020</u>
COUNTY ATTORNEY Jad Brewer Assistant County Attorney	 _____	_____	<u>1-10-2020</u>

AGENDA DUE DATE: February 4, 2020 for the February 11, 2020 Board meeting

## CONTRACT FOR PURCHASE OF EASEMENT RIGHTS

**Seller:** Steven Brown

**Buyer:** Brevard County, Florida, a Political Subdivision of the State of Florida  
2725 Judge Fran Jamieson Way, Viera, Florida 32940

**Legal description of easement area being transferred:** See attached Exhibit A

The transfer shall be made pursuant to the following terms and conditions and the designated Standards for Real Estate Transactions, as revised, on page two of this contract.

**Purchase price:** Five Hundred Forty-Four Dollars and No/100 (\$544.00)

**Closing Date:** This transaction shall be closed within 30 days after Brevard County executes this Agreement. Closing shall mean the documents to transfer the easement interests have been properly executed and delivered to the County and the County warrant for the amount of the purchase price is delivered to the Seller.

**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 easement area 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 Seller has no knowledge of any fact or restriction which would prevent use of the property for Sanitary Sewer Easement purposes intended.
- 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 with the sale or transfer of the property rights. 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 rights contemplated hereby.
- e. Seller warrants and represents that there is ingress and egress to the easement area sufficient for its intended use as described in Exhibit A attached.

**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 §196.295, Fla. Stat.

Special Clauses:

☐ See attached addendum

☒ NOT APPLICABLE

BUYER:

SELLER:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

BY: \_\_\_\_\_

Bryan Lober, Chair

 Date: 1-10-2020

Steven Brown

Date: \_\_\_\_\_

As approved by the Board \_\_\_\_\_, 2020

Agenda Item # \_\_\_\_\_

### STANDARDS FOR REAL ESTATE TRANSACTIONS

**A. LIENS:** Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing.

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

**C. DOCUMENTS FOR CLOSING:** Buyer shall furnish the deed, easement or other documents applicable.

**D. EXPENSES.** Buyer will pay for the cost of recording the deed, documentary stamp taxes and the cost of recording any corrective instruments necessary.

**E. PROCEEDS OF SALE; CLOSING PROCEDURE:** The deed shall be recorded upon delivery of the County warrant.

**F. 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.

**G. CONVEYANCE:** Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, easement deed or temporary construction easement 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.

**H. 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.

**I. 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.

Form reviewed by the County Attorney's Office



(Assistant/Deputy) County Attorney



# LEGAL DESCRIPTION

## PARCEL #803

PARENT PARCEL ID#: 24-35-35-05-D-11

PURPOSE: SANITARY SEWER EASEMENT

## EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

**THIS IS NOT A SURVEY**

SEE SURVEYORS NOTE #1

LEGAL DESCRIPTION: PARCEL 803, SANITARY SEWER EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF LOT 11, BLOCK D, POINSETT GARDENS 1ST ADDITION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 3 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND ALSO, BEING LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 11; THENCE NORTH 00° 00' 38" EAST ALONG THE EAST RIGHT OF WAY LINE OF "A" LANE, A 50-FOOT WIDE RIGHT OF WAY AS ESTABLISHED BY SAID PLAT OF POINSETT GARDENS 1ST ADDITION FOR A DISTANCE OF 12.74 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN NORTH 89° 08' 13" EAST FOR A DISTANCE OF 141.37 FEET TO A POINT ON THE EAST LINE OF SAID LOT 11; THENCE SOUTH 00° 08' 03" WEST FOR A DISTANCE ALONG SAID EAST LINE FOR A DISTANCE OF 15.21 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89° 51' 41" WEST ALONG THE SOUTH LINE OF SAID LOT 11 FOR A DISTANCE OF 141.32 FEET TO THE POINT OF BEGINNING, CONTAINING 1,975 SQUARE FEET (0.05 ACRES), MORE OR LESS.

UNLESS OTHERWISE INDICATED, ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. NO TITLE OPINION IS EXPRESSED OR IMPLIED.

### SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS SHOWN HEREON ARE SPECIFICALLY BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 24 SOUTH, RANGE 35 EAST AS BEING SOUTH 00° 08' 03" WEST AS DETERMINED BY THEIR COORDINATE VALUES PER SAID FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE 0901.
3. REFERENCE MATERIAL: TITLE REPORT BY NEW REVELATIONS, INC., BY CRAIG KARLSON, FILE NUMBER 19-1032, TAX IDENTIFICATION NUMBER 2409376, EFFECTIVE DATE 1/14/19.  
B. EASEMENTS PER SAID TITLE REPORT: EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1737, PAGE 899 AS SHOWN HEREIN.

### ABBREVIATIONS:

ESMT = EASEMENT  
ORB = OFFICIAL RECORDS BOOK  
PB = PLAT BOOK  
R/W = RIGHT OF WAY  
SQ FT = SQUARE FEET  
TYP = TYPICAL



PREPARED FOR:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870  
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: M SWEENEY	CHECKED BY: T VITALE	PROJECT NO. 19-02-036			SECTION 35 TOWNSHIP 24 SOUTH RANGE 35 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 11/19/19	SHEET: 1 OF 2				

SECTION 35  
TOWNSHIP 24 SOUTH  
RANGE 35 EAST

## **PROPERTY FACT SHEET**

**PROJECT:** West Cocoa Utilities Improvement Project

**OWNER:** Steven Brown

**PARCEL LOCATION:** 522 A Lane, Cocoa

**PARENT PARCEL SIZE:** 0.25 acres

**EASEMENT AREA:** 0.05 acres

**ZONING/LANDUSE:** Single Family Residence

**IMPROVEMENTS:** Single Family Home

**TOPOGRAPHY:** Level with road grade, no wetlands indicated

**FLOOD ZONE:** X (outside 500-year flood)

**TAX PARCEL ID#:** 24-35-35-05-D-11

**ASSESSED VALUE:** \$48,760.00 - 2019 Assessment - Property Appraiser Records

**PUBLIC UTILITIES:** All utilities

**PROPERTY TRANSACTION:** Purchase date: October 13, 2010

(Clerk of the Court Records) Sale amount: \$15,000.00



## LOCATION MAP

Section 35, Township 24 South, Range 35 East District: 1

PROPERTY LOCATION: Parcel is located on the east side of Interstate 95 in the Poinsett Gardens Subdivision at 522 A Lane in Cocoa

OWNERS NAME: Steven Brown

