

Meeting Date
August 9, 2016



AGENDA	
Section	Consent
Item No.	II, A, 3.

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval Re: Water Line & Ingress/Egress Easement Agreement and Bill of Sale in favor of the City of Cocoa, and Resolution in conjunction with the Veterans Memorial Park Expansion Project – District 2. (Fiscal Impact: None)																
DEPT/OFFICE:	Public Works Department / Land Acquisition Section / Central Services Department																
Requested Action:	It is requested that the Board of County Commissioners: 1) Approve and authorize the Chairman to execute a Water Line & Ingress/Egress Easement Agreement and Bill of Sale in favor of the City of Cocoa, and 2) Adopt and authorize the Chairman to execute a Resolution authorizing conveyance of real property interest by the County.																
Summary Explanation & Background:	<p>The subject property is located in Section 36, Township 24 South, Range 36 East.</p> <p>The requested Water Line & Ingress/Egress Easement Agreement in favor of the City of Cocoa is to provide access across County owned property for construction and maintenance to the Water Line Facilities that will be located on the site of the Veterans Memorial Park in Merritt Island.</p> <p>The Bill of Sale estimated total amount is \$64,953.00.</p> <p>The cost breakdown for the improvements is as follows:</p> <table border="0"> <tr> <td>150 - 4" C-900 PVC Pipe (Blue) \$2100.00</td> <td>1 - 4"x2" Blow off Assembly \$900.00</td> </tr> <tr> <td>40 - 6" C-900 PVC Pipe (Blue) \$ 640.00</td> <td>1 - 2" FDEP Sample Point \$1,512.22</td> </tr> <tr> <td>1120 - 8" C-900 PVC Pipe (Blue) \$20,160.00</td> <td>3 - 6" MJ GV ASSY \$3,600.00</td> </tr> <tr> <td>80 - 8"Dip Water Pipe \$2,800.00</td> <td>1 - 8"x8" Tapping Valve ASSY \$4,341.00</td> </tr> <tr> <td>1 - Water Main Fittings \$12,000.00</td> <td>2 - 8" MJ GV ASSY \$2,600.00</td> </tr> <tr> <td>2 - 1" Cocoa Water Service \$1,400.00</td> <td>3 - Cocoa Fire Hydrant \$12,900.00</td> </tr> </table> <p>As required by Florida Statute 125.38, conveyance of real property interest by the County requires the Board of County Commissioners to approve and authorize the Easement and Bill of Sale, and to adopt a Resolution.</p> <p>Land Acquisition Policies and Procedures require approval and acceptance by the Board of County Commissioners for all Easements, Bill of Sales, and Resolutions.</p> <p>Fiscal Impact: FY 2016-2017: No impact FY 2017-2018: No impact</p>					150 - 4" C-900 PVC Pipe (Blue) \$2100.00	1 - 4"x2" Blow off Assembly \$900.00	40 - 6" C-900 PVC Pipe (Blue) \$ 640.00	1 - 2" FDEP Sample Point \$1,512.22	1120 - 8" C-900 PVC Pipe (Blue) \$20,160.00	3 - 6" MJ GV ASSY \$3,600.00	80 - 8"Dip Water Pipe \$2,800.00	1 - 8"x8" Tapping Valve ASSY \$4,341.00	1 - Water Main Fittings \$12,000.00	2 - 8" MJ GV ASSY \$2,600.00	2 - 1" Cocoa Water Service \$1,400.00	3 - Cocoa Fire Hydrant \$12,900.00
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Clerk to the Board instructions:	Forward the original executed Water Line & Ingress/Egress Easement Agreement, original executed Bill of Sale, original executed Resolution and the Board approval memo to Department																
Exhibits Attached:	Original Water Line & Ingress/Egress Easement Agreement with Exhibit A, original Bill of Sale with Exhibit A, original Resolution with Exhibit A, Location Map																
Contract /Agreement (If attached):	Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/> PR <input type="checkbox"/>												
County Manager	Assistant County Manager	Department Director / Extension															
																	
Stockton Whitten	Assistant County Manager	John Denninghoff / 57202															
																	
		Teresa Camarata / 55492															



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

August 10, 2016

MEMORANDUM

TO: John Denninghoff, Public Works Director

RE: Item II.A.3., Resolution, Water Line and Ingress/Egress Easement Agreement, and Bill of Sale in favor of City of Cocoa, for Veterans Memorial Park Expansion Project

The Board of County Commissioners, in regular session on August 9, 2016, adopted Resolution No. 16-116, authorizing conveyance of real property interest by the County; approved the Water Line and Ingress/Egress Easement Agreement; and executed the Bill of Sale in favor of the City of Cocoa, for the Veterans Memorial Park Expansion Project. Enclosed are original Resolution, executed Water Line and Ingress/Egress Easement Agreement, and executed Bill of Sale.

Upon execution by City of Cocoa, City Manager, please return the fully executed Water Line and Ingress/Egress Easement Agreement for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/kp

Encls. (3)

cc: Asset Management
Central Services Director
Finance
Budget

RESOLUTION NO. 16-116

A RESOLUTION PURSUANT TO SECTION 125.38, FLORIDA STATUTES, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY INTEREST BY THE COUNTY.

WHEREAS, Brevard County, Florida, a political subdivision of the State of Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, hereafter known as County, owns certain real property described in Exhibit "A"; and

WHEREAS, the City of Cocoa, Florida, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter known as "City", needs a non-exclusive perpetual water line easement with full rights of ingress and egress for the purpose of constructing and maintaining related improvements and structures as stated herein on the property; and

WHEREAS, the improvements to be served will be part of the County's Central Services Department; and

WHEREAS, said Water line & Ingress/Egress Easement Agreement benefits the County and will not conflict with the County's use of the servient property;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Brevard County, Florida, that;

The County hereby agrees to convey a non-exclusive perpetual Water Line & Ingress/Egress Easement Agreement to the City of Cocoa for the purpose of construction, installation, and maintenance of related improvements and structures with full rights of ingress and egress for the purposes stated herein. No payment or consideration shall be required.

DONE ORDERED AND ADOPTED, this 9, day of AUGUST, 2016.

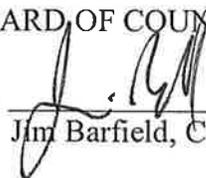
ATTEST:



Scott Ellis, Clerk

BREVARD COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By:



Jim Barfield, Chairman

As approved by the Board on 8/9/16.
Agenda Item # II.A.3

LEGAL DESCRIPTION

EXHIBIT "A"

PARCEL 801

SHEET 1 OF 4
NOT VALID WITHOUT
SHEETS 2, 3 AND 4 OF 4

SECTION 36, TOWNSHIP 24 SOUTH, RANGE 36 EAST
PARENT PARCEL ID NO.: 24-36-36-00-558 & 24-36-36-00-501
PURPOSE: WATER LINE & INGRESS/EGRESS EASEMENT

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 801, WATER LINE & INGRESS/EGRESS EASEMENT (BY SURVEYOR)

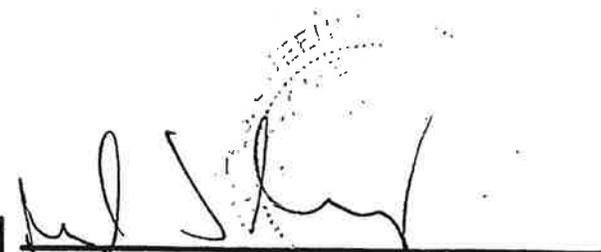
A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6272, PAGE 1911 AND IN OFFICIAL RECORDS BOOK 6033, PAGE 2921, BOTH OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND LYING IN SECTION 36, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED AS PARCEL 2 IN SAID OFFICIAL RECORDS BOOK 6272, PAGE 1911, SAID POINT ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF FORTENBERRY ROAD; THENCE SOUTH 89° 59' 25" WEST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 136.64 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 03° 09' 29" EAST FOR A DISTANCE OF 401.58 FEET; THENCE SOUTH 01° 39' 50" WEST FOR A DISTANCE OF 55.64 FEET; THENCE SOUTH 89° 32' 45" WEST FOR A DISTANCE OF 327.41 FEET; THENCE SOUTH 44° 38' 23" WEST FOR A DISTANCE OF 304.54 FEET; THENCE SOUTH 66° 45' 01" WEST FOR A DISTANCE OF 233.29 FEET; THENCE NORTH 23° 14' 59" WEST FOR A DISTANCE OF 15.00 FEET; THENCE NORTH 66° 45' 01" EAST FOR A DISTANCE OF 141.34 FEET; THENCE NORTH 23° 14' 59" WEST FOR A DISTANCE OF 4.00 FEET; THENCE NORTH 66° 45' 01" EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 23° 14' 59" EAST FOR A DISTANCE OF 4.00 FEET; THENCE NORTH 66° 45' 01" EAST FOR A DISTANCE OF 74.02 FEET; THENCE NORTH 44° 38' 23" EAST FOR A DISTANCE OF 307.81 FEET; THENCE NORTH 89° 32' 45" EAST FOR A DISTANCE OF 22.88 FEET; THENCE NORTH 00° 27' 15" WEST FOR A DISTANCE OF 4.00 FEET; THENCE NORTH 89° 32' 45" EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 00° 27' 15" EAST FOR A DISTANCE OF 4.00 FEET; THENCE NORTH 89° 32' 45" EAST FOR A DISTANCE OF 231.33 FEET; THENCE NORTH 00° 27' 15" WEST FOR A DISTANCE OF 4.00 FEET; THENCE NORTH 89° 32' 45" EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 00° 27' 15" EAST FOR A DISTANCE OF 4.00 FEET; THENCE NORTH 89° 32' 45" EAST FOR A DISTANCE OF 34.95 FEET; THENCE NORTH 01° 39' 50" EAST FOR A DISTANCE OF 40.56 FEET; THENCE NORTH 03° 09' 29" WEST FOR A DISTANCE OF 401.77 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 89° 59' 25" EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 15.02 FEET TO THE POINT OF BEGINNING, CONTAINING 0.46 ACRES (19,846 SQUARE FEET) MORE OR LESS.

UNLESS OTHERWISE INDICATED, ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS ARE SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED.

SURVEYORS NOTES:

1. THIS SKETCH IS NOT A SURVEY OF ANY TYPE BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS SHOWN HEREON ARE ASSUMED, BASED ON A BOUNDARY AND PARTIAL TOPOGRAPHIC SURVEY PREPARED BY BUSSEN-MAYER ENGINEERING GROUP, INC., AND SPECIFICALLY BASED ON THE DESIGNATED, MONUMENTED EAST RIGHT OF WAY LINE OF SYKES CREEK PARKWAY AS BEING SOUTH 02°18'06" EAST.
3. THIS SKETCH AND DESCRIPTION PREPARED WITH THE BENEFIT OF TITLE SEARCH REPORT PREPARED BY DAWSON LAW P.A., FUND FILE NUMBER 329701, AGENT FILE NUMBER 16-0046PB.



MICHAEL J. SWEENEY, PSM 4870
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED FOR: BREVARD COUNTY
FACILITIES CONSTRUCTION SERVICE

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: R. HENNING	CHECKED BY: M. J. SWEENEY	PROJECT NO. 15-07-073		SECTION 36 TOWNSHIP 24 SOUTH RANGE 36 EAST
		REVISIONS	DATE DESCRIPTION	
DATE: JUNE 28, 2016	SHEET: 1 OF 4		7/6/16 O&E REPORT ADDED	
			7/13/16 PURPOSE ADDED	

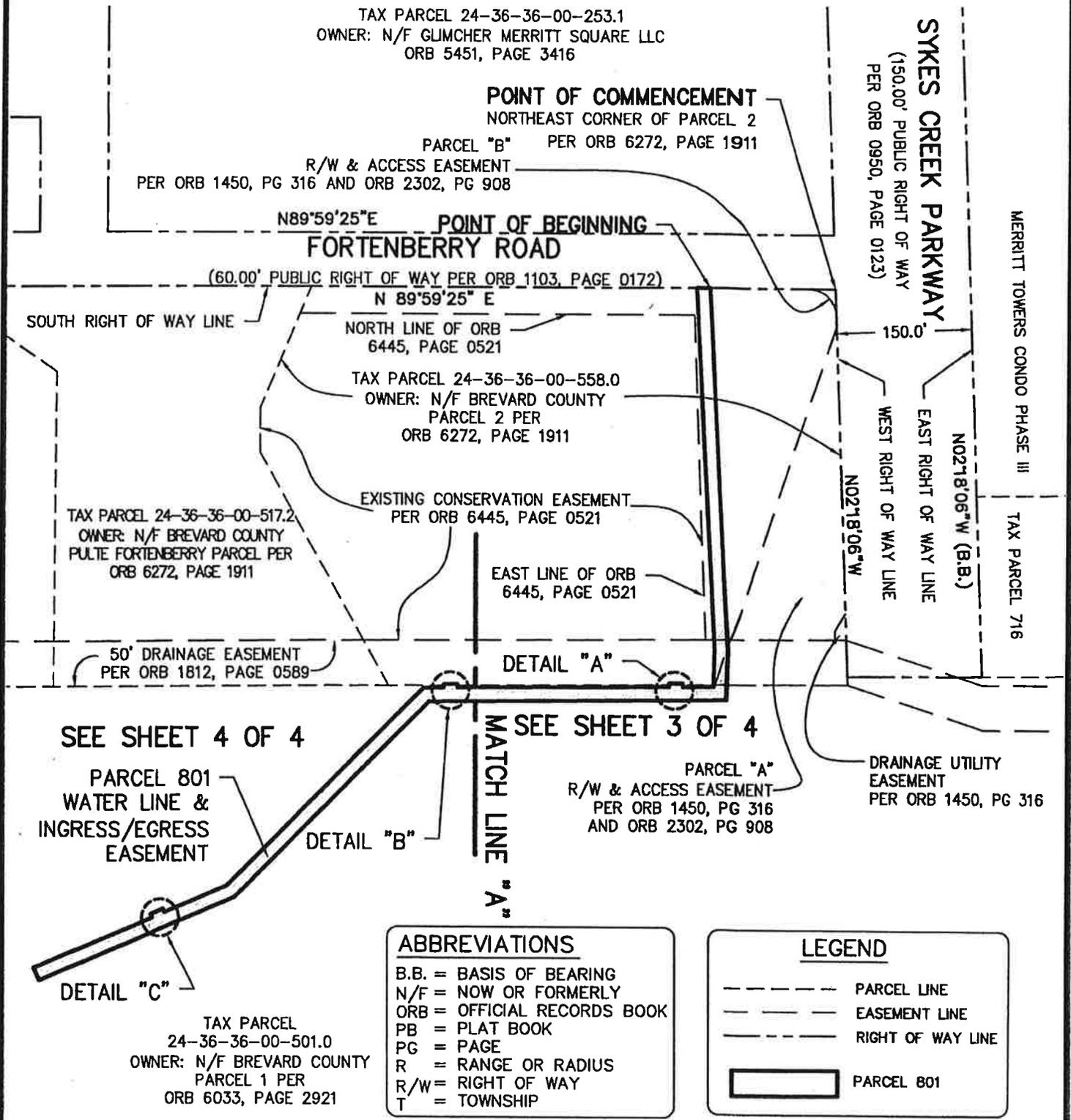
SKETCH OF DESCRIPTION

PARCEL 801

SECTION 36, TOWNSHIP 23 SOUTH, RANGE 36 EAST
 PARENT PARCEL ID NO.: 24-36-36-00-558 & 24-36-36-00-501
 PURPOSE: WATER LINE & INGRESS/EGRESS EASEMENT



EXHIBIT "A"
SHEET 2 OF 4
 NOT VALID WITHOUT
 SHEETS 1, 3 AND 4 OF 4
THIS IS NOT A SURVEY



ABBREVIATIONS	
B.B.	= BASIS OF BEARING
N/F	= NOW OR FORMERLY
ORB	= OFFICIAL RECORDS BOOK
PB	= PLAT BOOK
PG	= PAGE
R	= RANGE OR RADIUS
R/W	= RIGHT OF WAY
T	= TOWNSHIP

LEGEND	
---	PARCEL LINE
- - -	EASEMENT LINE
---	RIGHT OF WAY LINE
	PARCEL 801



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

SCALE: 1"=150'
 PROJECT NO.: 15-07-073

SECTION 36
 TOWNSHIP 24 SOUTH
 RANGE 36 EAST

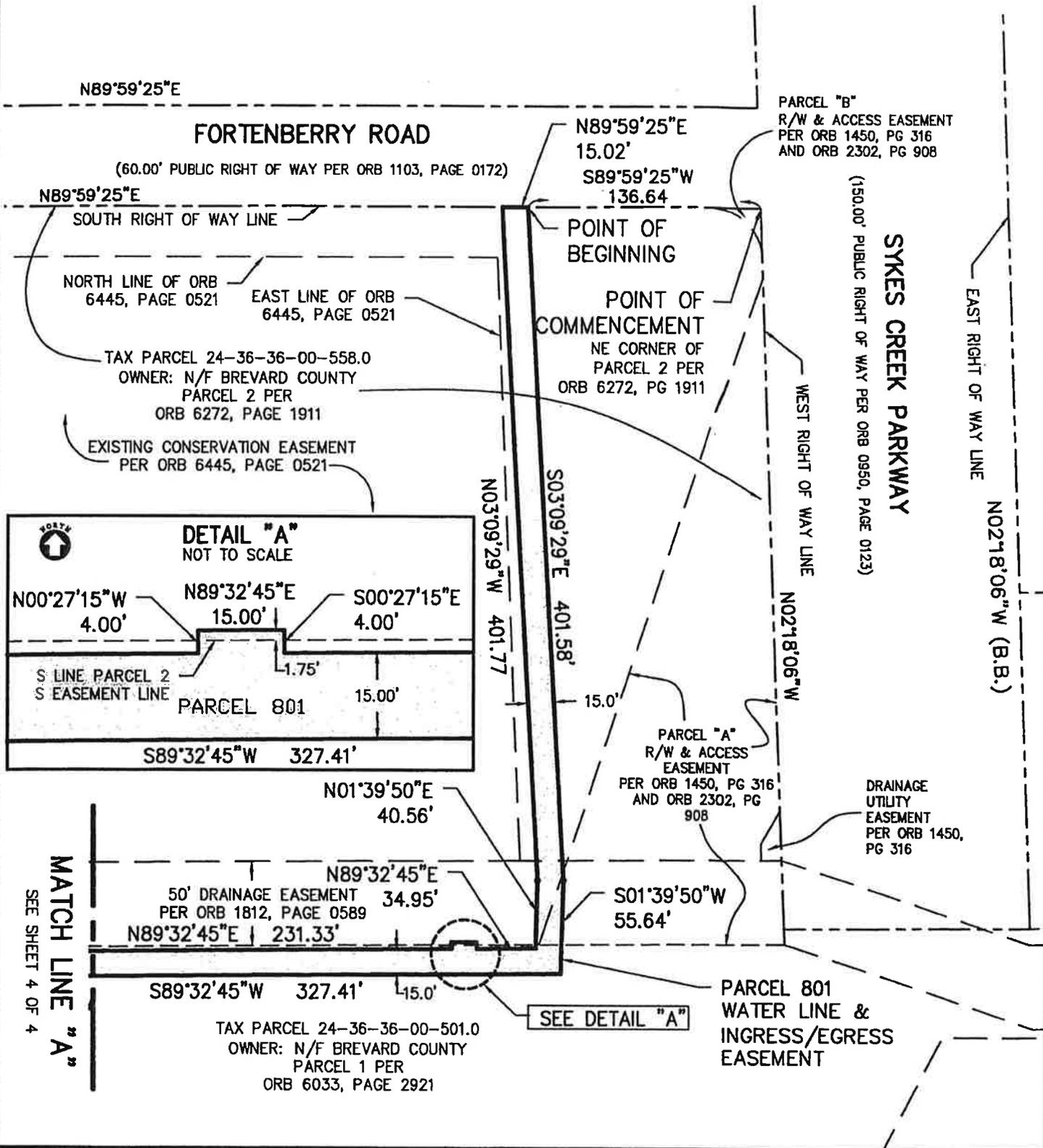
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EXHIBIT "A"
SHEET 3 OF 4
 NOT VALID WITHOUT
 SHEETS 1, 2 AND 4 OF 4
THIS IS NOT A SURVEY



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 SURVEYING AND MAPPING DIVISION
 ADDRESS: 2725 JUDGE FRAN JAMESON WAY, SUITE A220,
 VERA, FLORIDA 32940
 PHONE: (321) 633-2080

SCALE: 1"=80'
 PROJECT NO.: 15-07-073

SECTION 36
 TOWNSHIP 24 SOUTH
 RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL 801

SECTION 36, TOWNSHIP 24 SOUTH, RANGE 36 EAST
 PARENT PARCEL ID NO.: 24-36-36-00-558 & 24-36-36-00-501
 PURPOSE: WATER LINE & INGRESS/EGRESS EASEMENT



EXHIBIT "A"

SHEET 4 OF 4
 NOT VALID WITHOUT
 SHEETS 1, 2 AND 3 OF 4
THIS IS NOT A SURVEY

TAX PARCEL 24-36-36-00-517.2
 OWNER: N/F BREVARD COUNTY
 PULTE FORTENBERRY PARCEL
 ORB 6272, PAGE 1911

TAX PARCEL 24-36-36-00-558.0
 OWNER: N/F BREVARD COUNTY
 PARCEL 2 PER
 ORB 6272, PAGE 1911

EXISTING CONSERVATION
 EASEMENT
 PER ORB 6445, PAGE
 0521

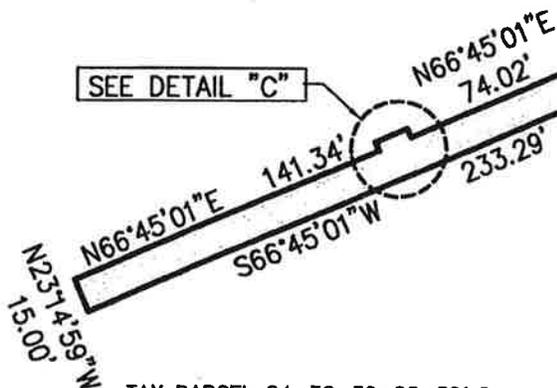
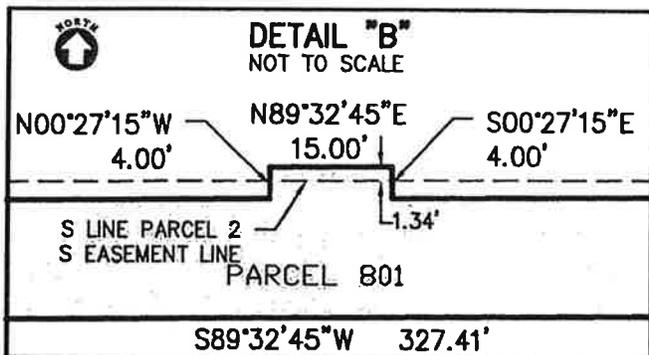
W LINE OF ORB
 6445, PAGE 0521

50' DRAINAGE EASEMENT
 PER ORB 1812, PAGE 0589

N89°32'45"E
 22.88'

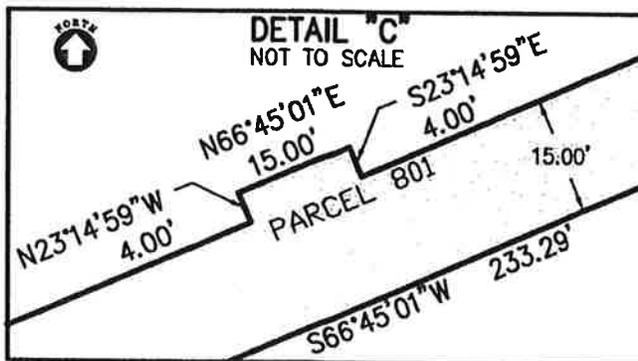
S89°32'45"W
 327.41'

MATCH LINE "A"
 SEE SHEET 3 OF 4



TAX PARCEL 24-36-36-00-501.0
 OWNER: N/F BREVARD COUNTY
 PARCEL 1 PER
 ORB 6033, PAGE 2921

PARCEL 801
 WATER LINE &
 INGRESS/EGRESS
 EASEMENT



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

SCALE:
 1"=80'
 PROJECT NO.:
 15-07-073

SECTION 36
 TOWNSHIP 24 SOUTH
 RANGE 36 EAST

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That BREVARD COUNTY, Florida, a political subdivision of the state of Florida, hereinafter called "Seller," and in consideration of the amount of \$1.00 (One Dollar) and other good and valuable consideration, to them in hand paid by the **CITY OF COCOA**, Florida, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter call "City," the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these present do grant, bargain, sell, transfer and deliver unto the said "City," its successors and assigns, the following described property, assets and rights, to wit:

All of the waterlines, water mains, backflow preventer, appurtenances, and associated structures thereto located within the limits of Exhibit "A" attached hereto.

And all appurtenances thereto and including any off-site water mains and all appurtenances thereto located in the streets, right-of-way, roads, alleys and easements; or any other incidental structures or improvements which are physically connected to or may be reasonably considered part of the aforesaid improvements whether specifically referred to or not in the "As-Built" and/or "Construction" plans:

TO HAVE AND TO HOLD all the foregoing unto the City, its successors and assigns, for its own use forever, free, clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the City, its successors and assigns, that they are the lawful owner of the above described personal property and assets; that said Seller has good right to sell personal property and assets.

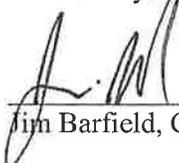
IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be signed and sealed on this 9 day of Aug., 2016.

ATTEST:



Scott Ellis, Clerk to the Board

Brevard County Board of County Commissioners

By: 

Jim Barfield, Chairman

As approved by the Board: 8/9/16
Agenda Item # II.A.3

LEGAL DESCRIPTION

PARCEL 801

SECTION 36, TOWNSHIP 24 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 24-36-36-00-558 & 24-36-36-00-501

PURPOSE: WATER LINE & INGRESS/EGRESS EASEMENT

EXHIBIT "A"

SHEET 1 OF 4

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SHEETS 2, 3 AND 4 OF 4

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LEGAL DESCRIPTION: PARCEL 801, WATER LINE & INGRESS/EGRESS EASEMENT (BY SURVEYOR)

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3. THIS SKETCH AND DESCRIPTION PREPARED WITH THE BENEFIT OF TITLE SEARCH REPORT PREPARED BY DAWSON LAW P.A., FUND FILE NUMBER 329701, AGENT FILE NUMBER 16-0046PB.

PREPARED FOR: BREVARD COUNTY
FACILITIES CONSTRUCTION SERVICE

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: R. HENNING	CHECKED BY: M. J. SWEENEY	PROJECT NO. 15-07-073		SECTION 36 TOWNSHIP 24 SOUTH RANGE 36 EAST
		REVISIONS	DATE	
DATE: JUNE 28, 2016	SHEET: 1 OF 4		7/6/16	O&E REPORT ADDED
			7/13/16	PURPOSE ADDED

SKETCH OF DESCRIPTION

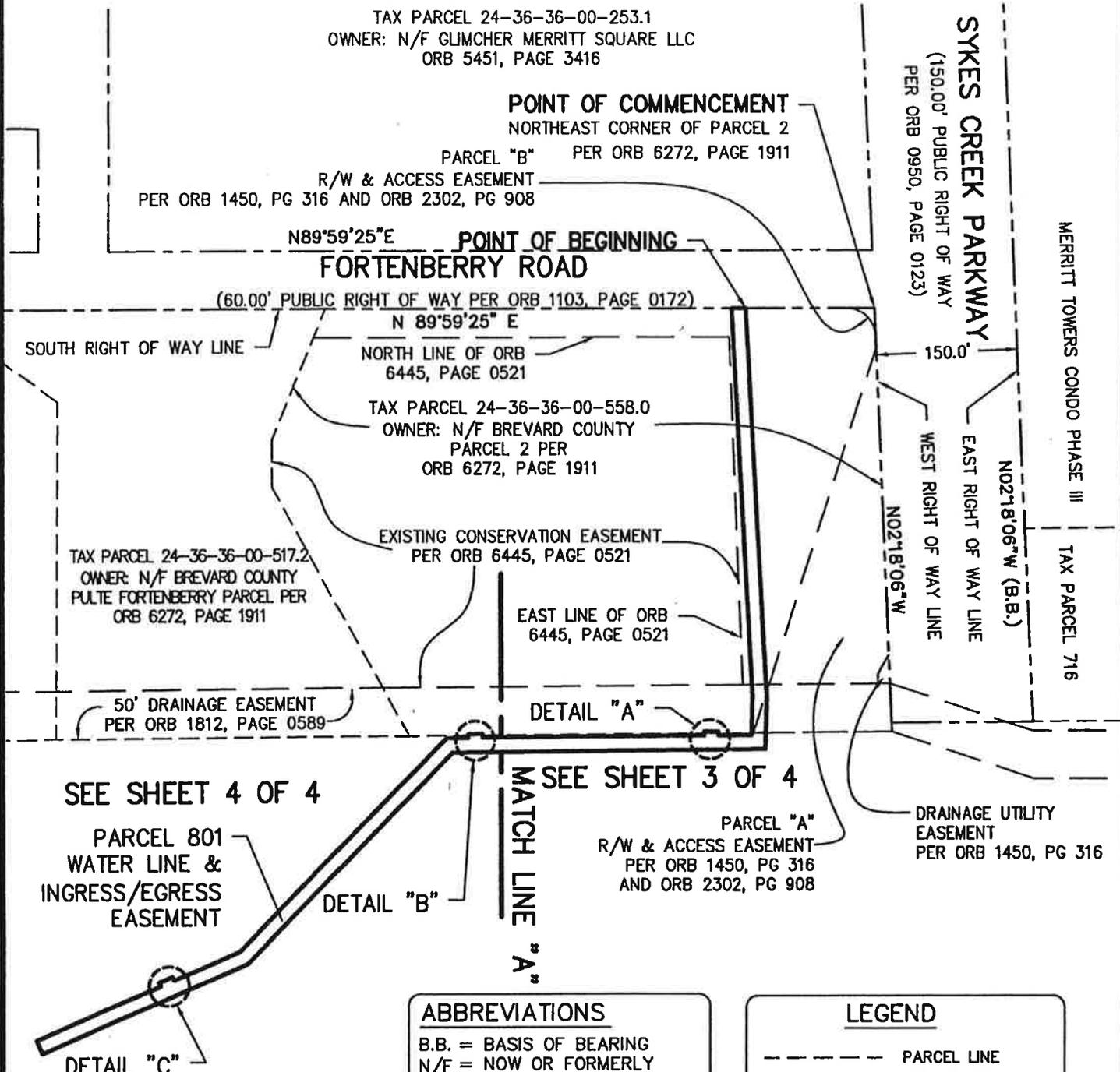
PARCEL 801

SECTION 36, TOWNSHIP 23 SOUTH, RANGE 36 EAST
 PARENT PARCEL ID NO.: 24-36-36-00-558 & 24-36-36-00-501
 PURPOSE: WATER LINE & INGRESS/EGRESS EASEMENT

EXHIBIT "A"

SHEET 2 OF 4
 NOT VALID WITHOUT
 SHEETS 1, 3 AND 4 OF 4

THIS IS NOT A SURVEY



SEE SHEET 4 OF 4

SEE SHEET 3 OF 4

PARCEL 801
 WATER LINE &
 INGRESS/EGRESS
 EASEMENT

TAX PARCEL
 24-36-36-00-501.0
 OWNER: N/F BREVARD COUNTY
 PARCEL 1 PER
 ORB 6033, PAGE 2921

ABBREVIATIONS	
B.B.	= BASIS OF BEARING
N/F	= NOW OR FORMERLY
ORB	= OFFICIAL RECORDS BOOK
PB	= PLAT BOOK
PG	= PAGE
R	= RANGE OR RADIUS
R/W	= RIGHT OF WAY
T	= TOWNSHIP

LEGEND	
	PARCEL LINE
	EASEMENT LINE
	RIGHT OF WAY LINE
	PARCEL 801



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

SCALE: 1"=150'
 PROJECT NO.: 15-07-073

SECTION 36
 TOWNSHIP 24 SOUTH
 RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL 801

SECTION 36, TOWNSHIP 24 SOUTH, RANGE 36 EAST

PARENT PARCEL ID NO.: 24-36-36-00-558 & 24-36-36-00-501

PURPOSE: WATER LINE & INGRESS/EGRESS EASEMENT

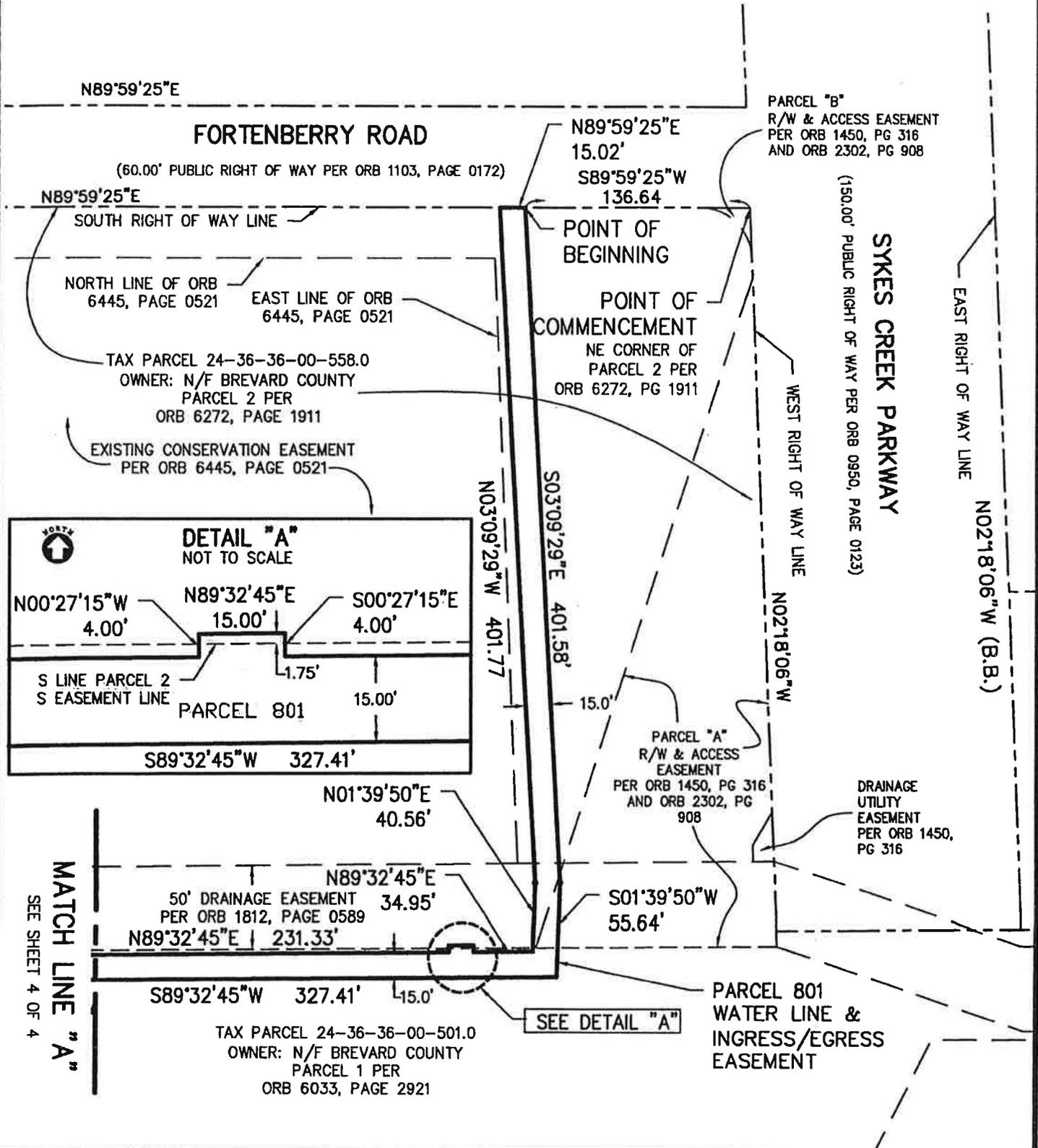


EXHIBIT "A"

SHEET 3 OF 4

NOT VALID WITHOUT SHEETS 1, 2 AND 4 OF 4

THIS IS NOT A SURVEY



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

SCALE: 1"=80'
PROJECT NO.: 15-07-073

SECTION 36
TOWNSHIP 24 SOUTH
RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL 801

SECTION 36, TOWNSHIP 24 SOUTH, RANGE 36 EAST
 PARENT PARCEL ID NO.: 24-36-36-00-558 & 24-36-36-00-501
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EXHIBIT "A"

SHEET 4 OF 4
 NOT VALID WITHOUT
 SHEETS 1, 2 AND 3 OF 4

THIS IS NOT A SURVEY

TAX PARCEL 24-36-36-00-558.0
 OWNER: N/F BREVARD COUNTY
 PARCEL 2 PER
 ORB 6272, PAGE 1911

TAX PARCEL 24-36-36-00-517.2
 OWNER: N/F BREVARD COUNTY
 PULTE FORTENBERRY PARCEL
 ORB 6272, PAGE 1911

EXISTING CONSERVATION
 EASEMENT
 PER ORB 6445, PAGE
 0521

W LINE OF ORB
 6445, PAGE 0521

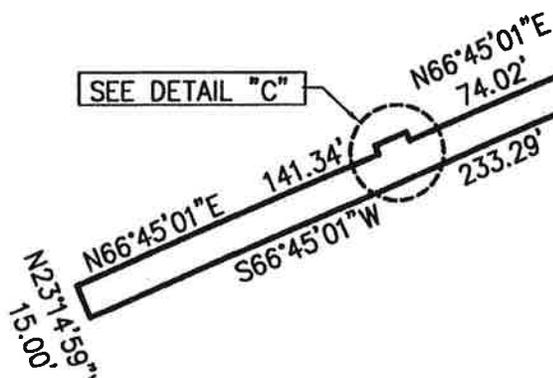
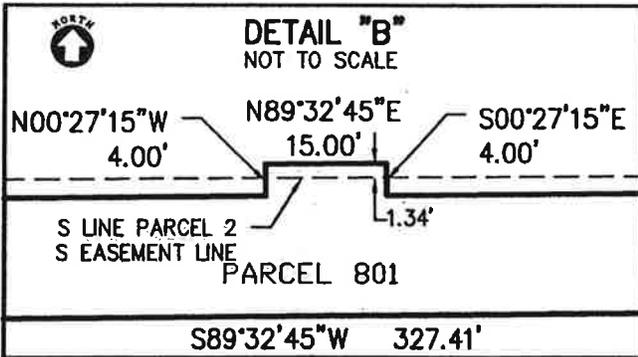
SEE DETAIL "B"

50' DRAINAGE EASEMENT
 PER ORB 1812, PAGE 0589

N89°32'45"E
 22.88'

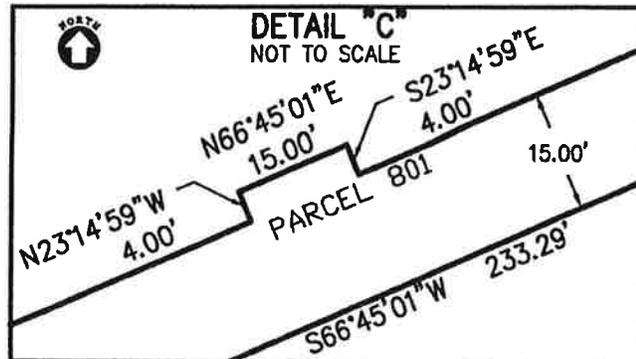
MATCH LINE "A"
 SEE SHEET 3 OF 4

S89°32'45"W
 327.41'



PARCEL 801
 WATER LINE &
 INGRESS/EGRESS
 EASEMENT

TAX PARCEL 24-36-36-00-501.0
 OWNER: N/F BREVARD COUNTY
 PARCEL 1 PER
 ORB 6033, PAGE 2921



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

SCALE:
 1"=80'
 PROJECT NO.:
 15-07-073

SECTION 36
 TOWNSHIP 24 SOUTH
 RANGE 36 EAST

Prepared by and return to:
City of Cocoa
351 Shearer Boulevard
Cocoa, Florida 32922

WATER LINE & INGRESS/EGRESS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made the last date signed below by **BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, which is authorized to do business in the State of Florida, and has a mailing address of 2725 Judge Fran Jamieson Way, Viera, Florida 32940, (hereinafter "**Grantor**") in favor of the **CITY OF COCOA**, a Florida municipal corporation, and having a mailing address of 65 Stone Street, Cocoa, Florida 32922 (hereinafter "**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the developer of real property located within Brevard County, Florida; and

WHEREAS, Grantor has designed, permitted and constructed certain facilities for the provision of water to the Property, including water lines, water mains, pipes, service lines, tees, joints and appurtenances (hereinafter "**Water Line Facilities**"), for which **Grantor** intends to convey ownership of such **Water Line Facilities** to **Grantee**; and

WHEREAS, Grantee requires a non-exclusive perpetual easement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of such facilities, as well as a non-exclusive perpetual easement for ingress and egress across **Grantor's** property in order to access and use the **Water Line Easement** as provided herein; and

WHEREAS, providing of **Water Line Facilities** to the Property constitute a public purpose; and

NOW, THEREFORE, in consideration of the public purpose stated herein, and the mutual covenants, terms, and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated fully herein by this reference.

2. **Grant of Easement.** **Grantor** hereby voluntarily grants and conveys to **Grantee**, subject to any previous and duly recorded easements or grants of record, a perpetual non-exclusive water line easement with a perpetual non-exclusive ingress and egress over, under, through, and across the real property described in **Exhibit "A"**, a copy of which is attached hereto and incorporated herein by this reference (hereinafter "**Water Line Easement**"). Said easement shall be of the nature and character and to the extent hereinafter set forth.

3. **Purpose of Water Line Easement.** The **Water Line Easement** is granted for the express and sole purpose of allowing **Grantee** to perpetually use the property within the **Water Line Easement** for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of such water line facilities as may be reasonably and customarily necessary for **Grantee** to provide water service to the Property.

4. **Purpose of Ingress/Egress Easement.** The Ingress/Egress Easement is granted for the express and sole purpose of allowing **Grantee** to perpetually use the property within the Ingress/Egress Easement to reasonably access its Water Line Facilities contained within the Water Line Easement for purposes provided therein.

5. **Rights and Obligations of Grantee.** To accomplish the purpose stated above, and at **Grantee's** sole expense, the following rights are conveyed to **Grantee** by this Easement:

- (a) the right for **Grantee** to inspect, alter, improve, construct repair, rebuild, relocate and remove, connect to, disconnect from, and maintain the Water Line Facilities and related appurtenances within the Water Line Easement;
- (b) all other rights and privileges reasonably and customarily necessary or convenient for **Grantee's** safe and efficient operation, maintenance, and/or repair of the Water Line Facilities including convenient and reasonable access to such facilities; and
- (c) for the enjoyment and use of said easements for purpose described above.

In addition, **Grantee** agrees to and shall promptly restore, or cause to be restored; the surface and subsurface of the real property described herein to the condition said property was in prior to the performance of any construction, reconstruction, replacement, removal, enlargement, operation, inspection, maintenance, repair improvement, relocation or any other use or work contemplated by this Easement Agreement. Any such restoration shall be in a workman like manner acceptable to the **Grantor**. **Grantee** shall use its best efforts in its use of the easement areas to not interfere with use by **Grantor**, its tenants, guests and invitees of adjacent property owned by **Grantor**.

6. **Grantor's Use of Easement.** Subject to and conditioned upon the provisions of Paragraph 3 and 4 of this Agreement, **Grantor** hereby reserves for itself the right to use the easement areas; provided, however, that **Grantor's** use may not (i) violate any provision of this Easement Agreement, or (ii) unreasonably interfere with any of **Grantee's** easements, rights or interest under this Agreement. Notwithstanding anything to the contrary contained herein, **Grantor** shall not have the right to relocate the Water Line Easement on **Grantor's** property.

7. **Easements Run with the Land.** These easements shall remain a charge against the property. Therefore, these easements shall run with the land and be automatically assigned by any deed or other conveyance conveying the easement property, or a portion thereof, relating to these easements, even though the conveyance makes no reference to these easements as such.

8. **Recordation.** **Grantee** shall record this instrument in a timely fashion in the Official Records of Brevard County, Florida and may record it at any time as may be required to preserve its rights in this Easement.

9. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed as a waiver of the **Grantee's** right to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the **Grantee's** potential liability under state or federal law.

10. Indemnification. Grantee agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless Grantor from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability, arising from, out of, or caused by: Grantee, its officers, employees, agents, or contractors, negligent or intentional acts, errors, omissions in the operation, maintenance, construction, repair or other use contemplated herein of the Water Line Facilities, except to the extent of negligence or wanton misconduct of the Grantor.

The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the Grantor, as the case may be, of any and all claims of liability and all suites and actions of every name and description that may be brought against the Grantor which may result under this Agreement. In all events, the Grantor shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are not greater than a rate deemed reasonable in Brevard County, Florida.

11. Injunctive Relief. The parties agree that, in the event of default, there may not be an adequate remedy at law, and therefore, it is agreed the parties shall be entitled to seek injunctive relief, including a mandatory injunction.

12. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in Brevard County, Florida. The parties agree that the Agreement was consummated in Brevard County, and the site of the easements is in Brevard County, Florida.

13. Notices. All notices, demands, requests, consents, approvals or other communications (collectively, "Notices") required or permitted to be given hereunder or which are given with respect to this Agreement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO GRANTOR:

Attention: John P. Denninghoff, Public Works Director
Brevard County Board of County Commissioners
c/o Public Works Department, Land Acquisition Section
2725 Judge Fran Jamieson Way
Viera, Florida 32940

TO GRANTEE:

Attn: City Manager
City of Cocoa, Florida
65 Stone Street
Cocoa, Florida 32922

or to such other address as such party shall have specified most recently by like Notice. The aforesaid attorneys for the parties hereto are hereby respectively authorized to give any Notice permitted under this Agreement. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

14. **Modification.** This Easement shall only be modified by a written instrument executed by the parties hereto or any successor, assigns, heirs, or representatives thereto.

15. **Entire Agreement.** This Easement constitutes the full and entire agreement between the parties hereto and supersedes any oral or written prior communications between the parties related to the subject matter contained in this Easement. The laws of Florida shall govern this Easement.

IN WITNESS WHEREOF, Grantor and Grantee have set their respective hands on the day and year first below written.

Attest: [Signature]
Scott Ellis,
Clerk to the Board

Brevard County, a political subdivision
of the state of Florida, as Grantor
by: [Signature]
Jim Barfield, Chairman
Date: 8/9/16, 2016
Approved by Board 8/9/16

GRANTEE
CITY OF COCOA, ACCEPTANCE
[Signature]
John A. Titkanich, Jr., City Manager

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY certify that the foregoing instrument was acknowledged before me this 17th day of August, 2016 by John A Titkanich, Jr., as City Manager of the City of Cocoa, who is personally known to me, or who has produced _____ as identification.

 Angela Marie Ferguson
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF244913
Expires 6/29/2019

[Signature]
Notary Public, State of Florida
Print Name Angela Marie Ferguson
My commission expires: 6/29/2019

SKETCH OF DESCRIPTION

PARCEL 801

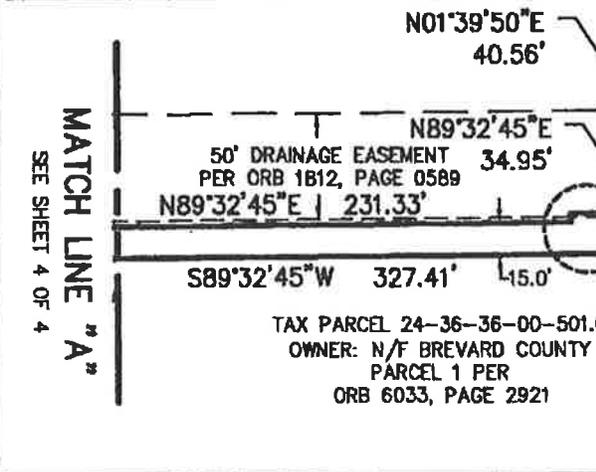
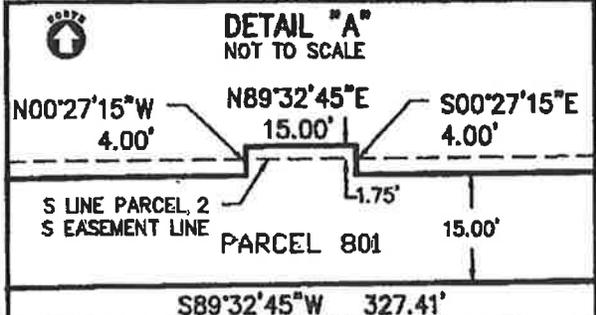
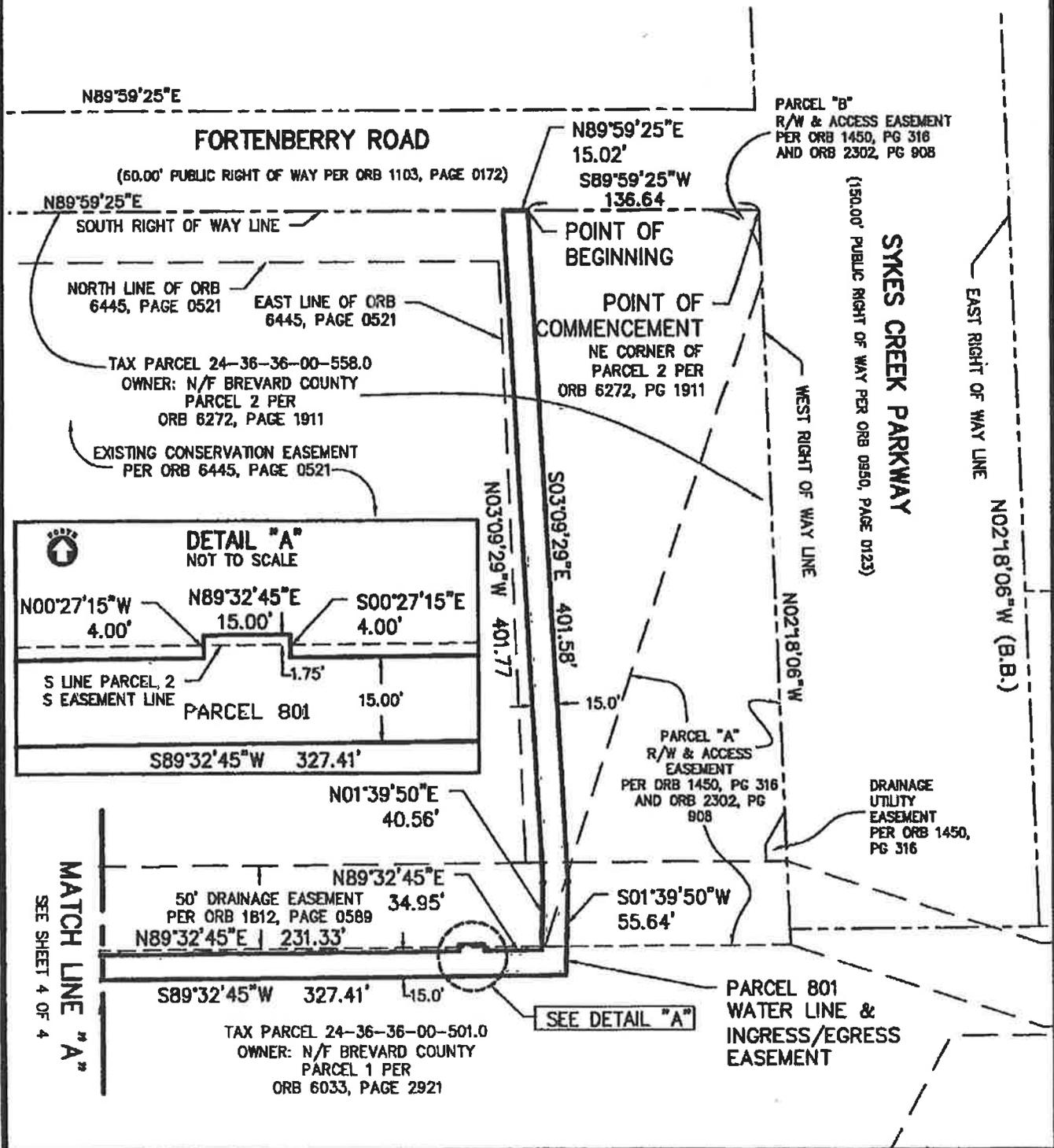
SECTION 36, TOWNSHIP 24 SOUTH, RANGE 36 EAST
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EXHIBIT "A"

SHEET 3 OF 4
 NOT VALID WITHOUT
 SHEETS 1, 2 AND 4 OF 4

THIS IS NOT A SURVEY



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 SURVEYING AND MAPPING DIVISION
 ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,
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 PHONE: (321) 633-2080

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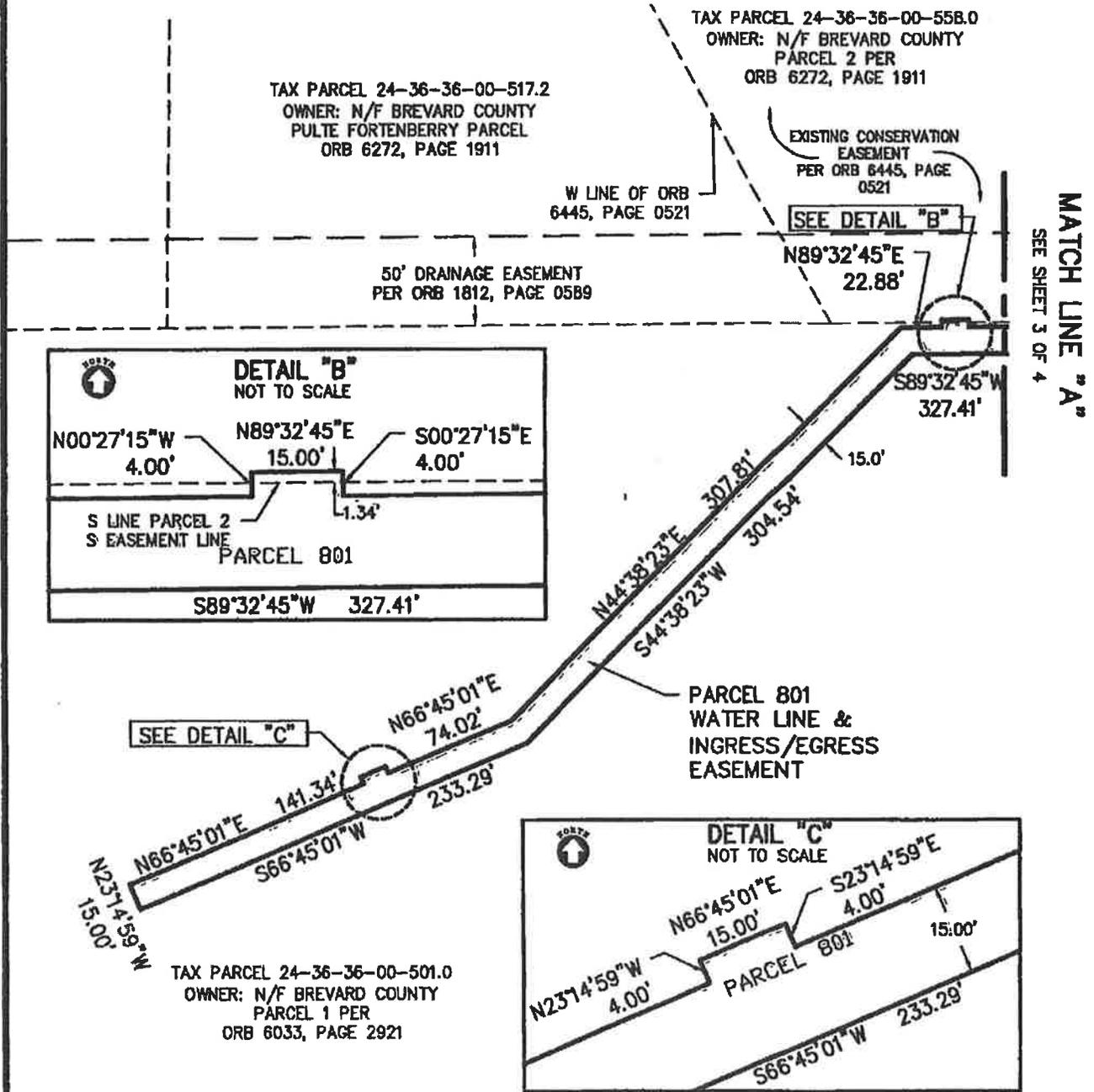
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PROJECT NO.:
 15-07-073

SECTION 36
 TOWNSHIP 24 SOUTH
 RANGE 36 EAST

Deborah Thomas

From: Tammy Rowe
Sent: Tuesday, August 30, 2016 11:33 AM
To: Deborah Thomas
Cc: Donna Scott
Subject: FW: Agenda II.A.3. dated August 9, 2016 - City of Cocoa Executed & Recorded Water Line and Ingress/Egress Easement Agreement
Attachments: Board Memo Item II.A.3. - 08 09 2016.pdf; City of Cocoa exec_rec Water Line Easement Agreement.pdf

Deborah:

Please print and place in the appropriate meetings folder.

Thank you,
Tammy

From: Cruz, Debbie [<mailto:Debbie.Cruz@brevardfl.gov>]
Sent: Tuesday, August 30, 2016 11:01 AM
To: Tammy Rowe
Subject: Agenda II.A.3. dated August 9, 2016 - City of Cocoa Executed & Recorded Water Line and Ingress/Egress Easement Agreement

Tammy,

I am sending the attached pursuant to your request in the Board approval memo dated August 10, 2016.

Sincerely,

Debbie Cruz
Special Projects Coordinator I
Brevard County Public Works Department
Land Acquisition Section
2725 Judge Fran Jamieson Way, A204
Viera, FL 32940
321-690-6847

"Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

BOARD OF COUNTY COMMISSIONERS

AGENDA: APPROVAL OF RESOLUTION AND WATER LINE & INGRESS /
EGRESS EASEMENT AGREEMENT IN FAVOR OF THE CITY OF
COCOA WITH BILL OF SALE TO THE CITY OF COCOA FOR THE
VETERANS MEMORIAL PARK EXPANSION PROJECT -
DISTRICT 2

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION /
CENTRAL SERVICES DEPARTMENT

AGENCY CONTACT: LUCY HAMELERS, LAND ACQUISITION SPECIALIST

CONTACT PHONE: 321-690-6847 (56316)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u>DPJ</u>	_____	<u>7/18/16</u>
CENTRAL SERVICES Teresa Camarata, Director	<u>tc</u>	_____	<u>7/18/16</u>
COUNTY ATTORNEY Cristina Berrios Assistant County Attorney	<u>see attached</u>	_____	<u>7/19/16</u>
PUBLIC WORKS John Denninghoff, Director	<u>JPD</u>	_____	<u>7/27/16</u>

AGENDA DUE DATE: July 12, 2016 for the August 9, 2016 Board meeting

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

PLEASE CALL DEBBIE CRUZ AT 690-6847 (5-6847) WHEN READY TO BE PICKED UP.

THANK YOU.

BOARD OF COUNTY COMMISSIONERS

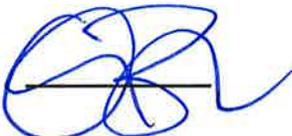
AGENDA: APPROVAL OF RESOLUTION AND WATER LINE & INGRESS /
EGRESS EASEMENT AGREEMENT IN FAVOR OF THE CITY OF
COCOA WITH BILL OF SALE TO THE CITY OF COCOA FOR THE
VETERANS MEMORIAL PARK EXPANSION PROJECT -
DISTRICT 2

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION /
CENTRAL SERVICES DEPARTMENT

AGENCY CONTACT: LUCY HAMELERS, LAND ACQUISITION SPECIALIST

CONTACT PHONE: 321-690-6847 (56316)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u>DPJ</u>	_____	<u>7/18/16</u>
CENTRAL SERVICES Teresa Camarato, Director	_____	_____	_____
COUNTY ATTORNEY Cristina Berrios Assistant County Attorney		_____	<u>7/19/16</u>
PUBLIC WORKS John Denninghoff, Director	_____	_____	_____

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THANK YOU.

