



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.5.

7/9/2024

Subject:

Resolution, Water Line & Ingress/Egress Easement and Bill of Sale to the City of Cocoa for the Brevard County Sheriff's Fleet Building - District 1.

Fiscal Impact:

None

Dept/Office:

Public Works Department / Land Acquisition Office

Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chair to execute the attached Resolution, Water Line & Ingress/Egress Easement and Bill of Sale.

Summary Explanation and Background:

The subject property is located in Section 36, Township 23 South, Range 35 East, on the south side of Camp Road in Cooca.

Brevard County Sheriff's Office has a nearly completed project involving the construction of a building for the purposes of housing a vehicle fleet maintenance facility to store replacement parts and a small area for document retention. The facility, as designed, is a one-story building, containing approximately 23,500 square feet with parking and site improvements. It is being constructed on part of the old County owned detention property across from the current detention center.

In order to provide water service, a water line easement and a bill of sale which will formally convey the City owned and maintained infrastructure and appurtenances related to the Project are required.

As required by Florida Statute 125.38, conveyance of real property interest by the County requires the Board of County Commissioners to adopt a Resolution.

The User Department approves this request.

Clerk to the Board Instructions:

Upon execution by the Chair, the Public Works Department will contact the Clerk's office to make arrangements to pick up the original executed Resolution, Water Line & Ingress/Egress Easement, and Bill of Sale



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

July 10, 2024

MEMORANDUM

TO: Marc Bernath, Public Works Director Attn: Lucy Hamelers

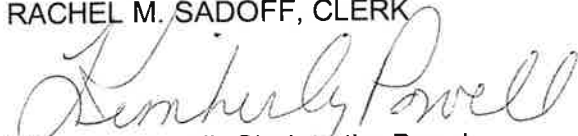
RE: Item F.5., Resolution, Water Line and Ingress/Egress Easement and Bill of Sale to the City of Cocoa for the Brevard County Sheriff's Fleet Building

The Board of County Commissioners, in regular session on July 9, 2024 executed and adopted Resolution No. 24-057; executed and approved Water Line and Ingress/Egress Easement Agreement; and executed and approved the Bill of Sale. Enclosed is a fully-executed Resolution, Agreement, and Bill of Sale.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/ns

Encls. (3)

cc: Asset Management

RESOLUTION NO. 24-057

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

WHEREAS, Brevard County, 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 Public Works Department (Facilities Program); 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 9th, day of July, 2024.

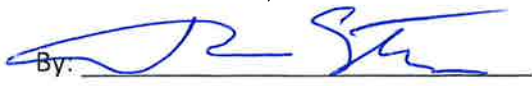
ATTEST:



Rachel Sadoff, Clerk of the Court



BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA



By:

Jason Steele, Chair

As approved by the Board on 07-09-2024

LEGAL DESCRIPTION

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

PARCEL 801
 PARENT PARCEL ID#: 23-35-36-00-250
 PURPOSE: WATER LINE & INGRESS/EGRESS EASEMENT

DESCRIPTION: PARCEL 801, WATER LINE & INGRESS/EGRESS EASEMENT
 PREPARED BY BRIEL & ASSOCIATES LAND SURVEYORS, INC.

A PARCEL OF LAND BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7133, PAGE 2414 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA LYING IN THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 36 RUN S 89°10'32" W ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 36 A DISTANCE OF 687.41 FEET; THENCE DEPARTING SAID NORTH LINE S 00°49'28" E 50.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF CAMP ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 1538, PAGE 30 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE DEPARTING SAID RIGHT OF WAY LINE S 00°49'28" E 10.00 FEET; THENCE S 89°10'32" W 10.00 FEET; THENCE N 00°49'28" W 10.00 FEET TO THE AFORESAID SOUTH RIGHT OF WAY LINE OF CAMP ROAD; THENCE N 89°10'32" E ALONG SAID RIGHT OF WAY LINE 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 100 SQUARE FEET (0.0023 ACRES) MORE OR LESS.

NOTES:

1. THIS SKETCH OF DESCRIPTION IS NOT INTENDED TO REPRESENT A LAND BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE NORTH LINE OF THE NW 1/4 OF SECTION 36-23-35 BEING S89°10'32"W. DATUM IS ASSUMED.



This Map or Report conforms to the Standards of Practice for Professional Surveyors and Mappers as outlined in Chapter 5J-17., F.A.C.

Robert R Briel

Digitally signed by Robert R Briel
 Date: 2024.05.23 08:49:16 -0400

ROBERT R. BRIEL, Florida Professional Surveyor & Mapper, No. 3699

This survey is prepared and certified for the exclusive use of the client or clients named hereon. Not valid without the original signature and seal of a Florida licensed surveyor and mapper. Additions or deletions to survey maps or reports by other than the signing party is prohibited.

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY SHERIFF'S OFFICE
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY:



BRIEL & ASSOCIATES
 Land Surveyors, Inc.

1790 HIGHWAY A1A, SUITE 208
 SATELLITE BCH., FL 32937
 LB 3869

DRAWN BY: AMS	CHECKED BY: RRB	PROJECT NO. 22044			SECTION 36 TOWNSHIP 23 SOUTH RANGE 35 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 05/06/2024	DRAWING: 22044-WTR ESMT		05/23/2024	COUNTY COMMENTS	

SKETCH OF DESCRIPTION

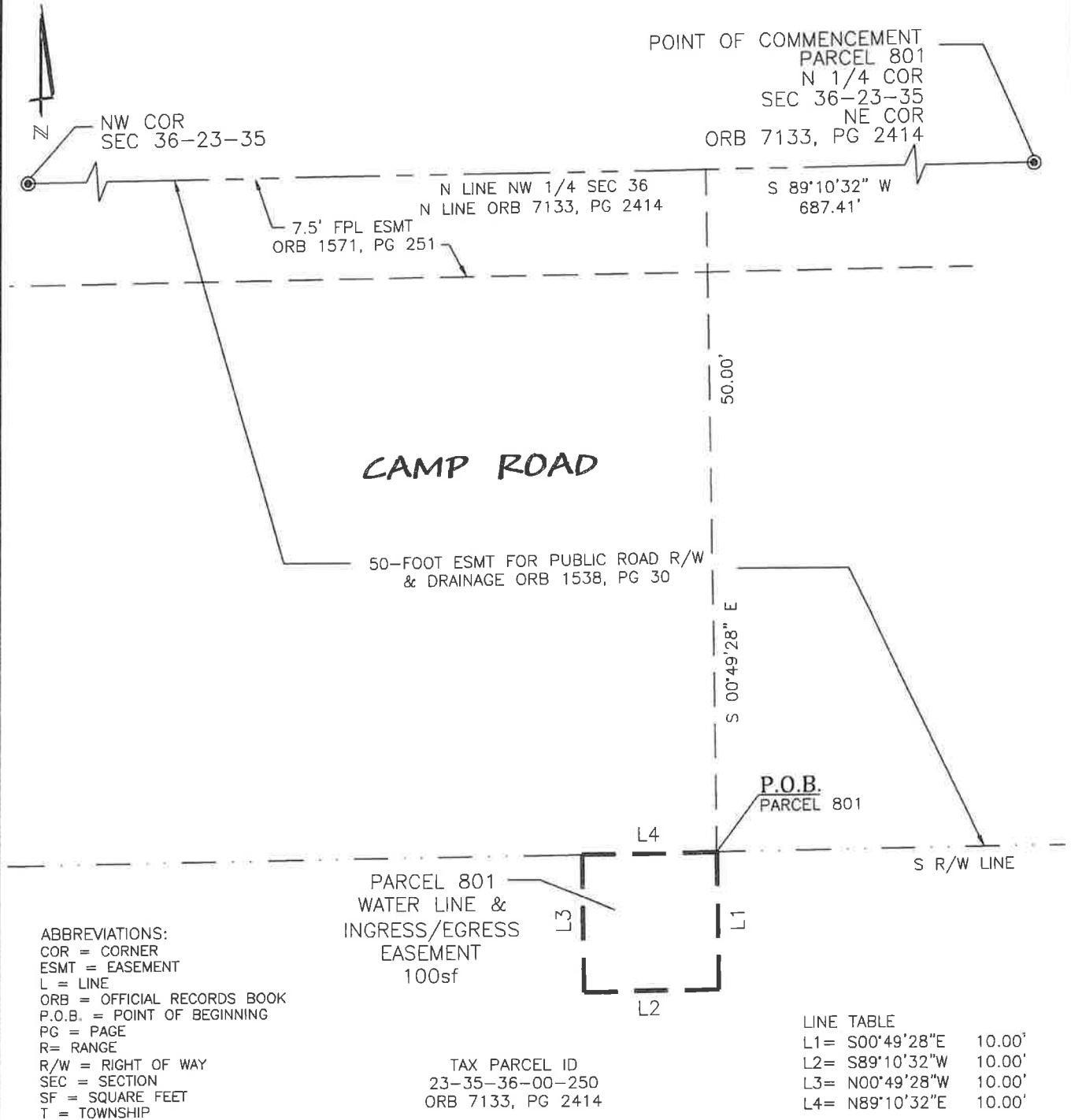
EXHIBIT "A"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY

PARCEL 801
 PARENT PARCEL ID#: 23-35-36-00-250
 PURPOSE: WATER LINE & INGRESS/EGRESS EASEMENT



PREPARED BY: BRIEL & ASSOCITES LAND SURVEYORS, INC.
 1790 HIGHWAY A1A, SUITE 208
 SATELLITE BCH., FL 32937
 LB 3869

SCALE:
 1" = 10'
 PROJECT NO.:
 22044

SECTION 36
 TOWNSHIP 23 SOUTH
 RANGE 35 EAST

WATER LINE & INGRESS/EGRESS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made the last date signed below by **BREVARD COUNTY**, 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** 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:

Attn: Brevard County Public Works Director
Brevard County Board of County Commissioners
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.

GRANTOR:
Brevard County, Florida
Brevard County Board of Commissions

Attest:


Rachel Sadoff, Clerk of the Court



By:
Jason Steele, Chair
As approved by the Board on: July 9, 2024

ACCEPTANCE

GRANTEE:
CITY OF COCOA

Stockton Whitten, City Manager

(Seal)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this _____ day of _____, 2024, by Stockton Whitten, as City Manager for the City of Cocoa. Is personally known or produced (type of identification produced) as identification.

Notary Signature
SEAL

LEGAL DESCRIPTION

EXHIBIT "A"

SHEET 1 OF 2

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PARENT PARCEL ID#: 23-35-36-00-250

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Robert R Briel

Digitally signed by Robert R Briel
Date: 2024.05.23 08:49:16 -0400

ROBERT R. BRIEL, Florida Professional Surveyor & Mapper, No. 3699

This survey is prepared and certified for the exclusive use of the client or clients named hereon. Not valid without the original signature and seal of a Florida licensed surveyor and mapper. Additions or deletions to survey maps or reports by other than the signing party is prohibited.

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY SHERIFF'S OFFICE
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY:



BRIEL & ASSOCIATES
 Land Surveyors, Inc.

1790 HIGHWAY A1A, SUITE 208
 SATELLITE BCH., FL 32937
 LB 3869

DRAWN BY: AMS	CHECKED BY: RRB	PROJECT NO. 22044			SECTION 36 TOWNSHIP 23 SOUTH RANGE 35 EAST
		DATE: 05/06/2024	DRAWING: 22044-WTR ESMT	REVISIONS	
	05/23/2024			COUNTY COMMENTS	

SKETCH OF DESCRIPTION

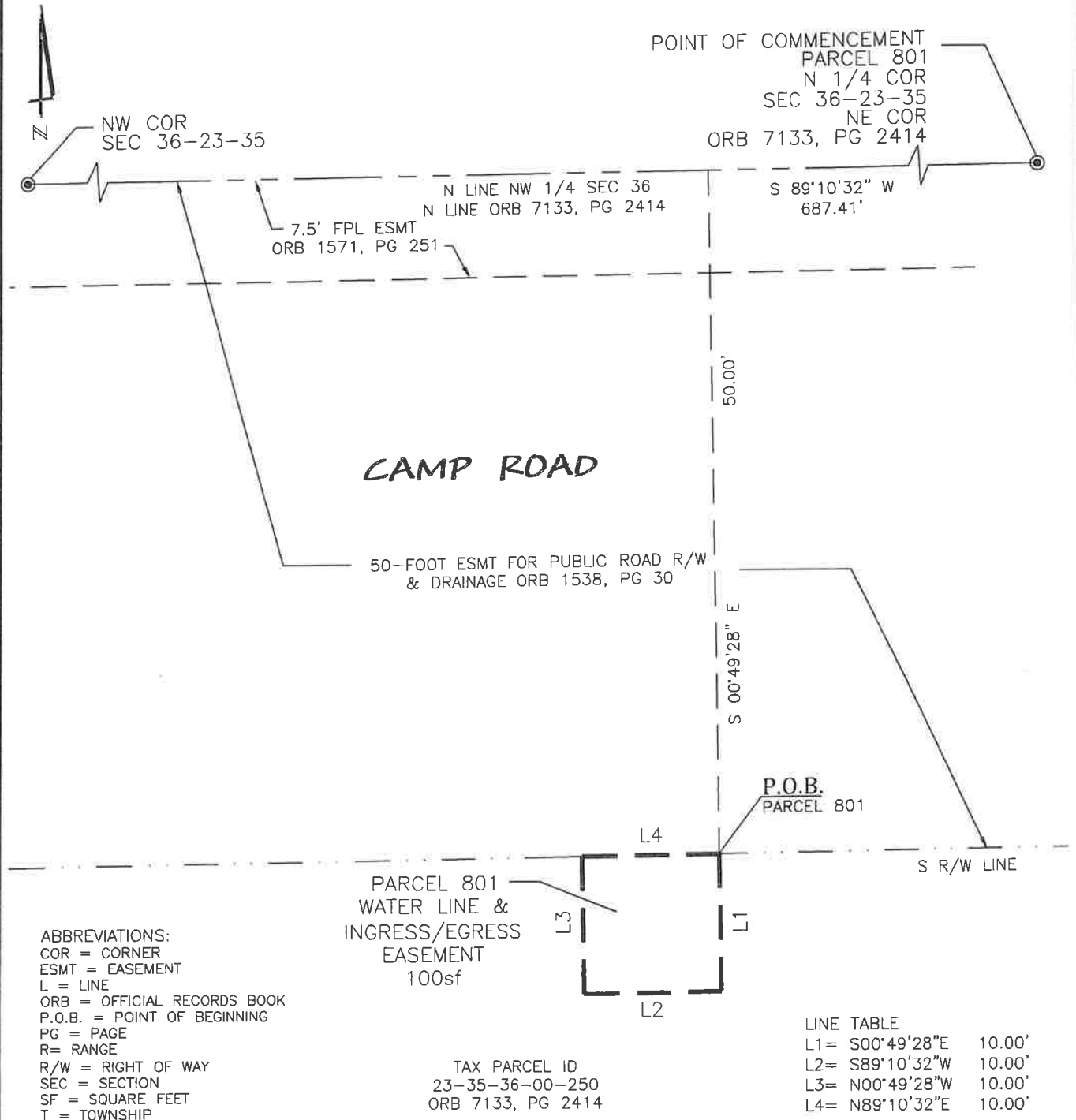
EXHIBIT "A"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY

PARCEL 801
 PARENT PARCEL ID#: 23-35-36-00-250
 PURPOSE: WATER LINE & INGRESS/EGRESS EASEMENT



PREPARED BY: BRIEL & ASSOCIATES LAND SURVEYORS, INC.
 1790 HIGHWAY A1A, SUITE 208
 SATELLITE BCH., FL 32937
 LB 3869

SCALE:
 1" = 10'

PROJECT NO.:
 22044

SECTION 36
 TOWNSHIP 23 SOUTH
 RANGE 35 EAST

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Brevard County, 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 7th day of May, 2024.

ATTEST:



Rachel Sadoff, Clerk of the Court

Brevard County Board of County Commissioners

By: 

Jason Steele, Chair

As approved by the Board on: **JUL 09 2024**

Agenda Item # F. 5.

Exhibit A

All of the water lines, water mains, back flow preventers, appurtenances, and associated structures located at 855 Camp Road, to include within the right of way of Camp Road.

BOARD OF COUNTY COMMISSIONERS



AGENDA REVIEW SHEET

AGENDA: Resolution, Water Line & Ingress/Egress Easement and Bill of Sale to the City of Cocoa for the Brevard County Sheriff's Fleet Building – District 1

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lucy Hamelers, Land Acquisition Specialist

CONTACT PHONE: 321-350-8336

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor		_____	<u>5.24.24</u>
COUNTY ATTORNEY Greg Hughes Assistant County Attorney		_____	<u>5/31/2024</u>

LOCATION MAP

Section 36, Township 23 South, Range 35 East - District: 1

PROPERTY LOCATION: South side of Camp Road in Cocoa

OWNERS NAME(S): Brevard County, Florida

