

Meeting Date
July 21, 2015



AGENDA	
Section	Consent
Item No.	II. B. 4

**AGENDA REPORT**  
**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

SUBJECT:	Letter, RE: Granting Access Easement - East Central Regional Rail Trail
DEPT/OFFICE:	Parks and Recreation Department – District 1

**Requested Action:**  
It is requested the Board of County Commissioners approve and authorize the Chairman to sign a letter of no objection granting an access easement to Louray, LLC.

**Summary Explanation & Background:**  
The Parks and Recreation Department currently subleases from the State of Florida Parcel Numbers 2105501 and 2105502 commonly known as the East Central Regional Rail Trail (Sublease 4576-01).  
  
Louray, LLC has made application with the Florida Department of Environmental Protection for an access easement located on the above stated parcels. The application has been reviewed by the Brevard County Planning and Zoning Department, the Parks and Recreation Department, County Attorney and Risk Management without objection.  
  
There is no fiscal impact.

**Clerk to the Board Instructions:**

**Exhibits Attached:** letter and map

<b>Contract /Agreement (If attached):</b>	<b>Reviewed by County Attorney</b>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
---	------------------------------------	-----	-------------------------------------	----	--------------------------	----	--------------------------

County Manager	Assistant County Manager,	Jack Masson, Parks & Recreation Department Director jack.masson@brevardparks.com; 633-2046
Stockton Whitten	Assistant County Manager, Venetta Valdengo <i>Venetta Valdengo</i>	

*Jack Masson*



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

Telephone: (321) 637-2001  
Fax: (321) 264-6972

July 22, 2015

MEMORANDUM

TO: Jack Masson, Parks and Recreation Director

RE: Item II.B.4., Authorization Letter of No Objection for Granting Access Easement – East Central Regional Rail Trail

The Board of County Commissioners, in regular session on July 21, 2015, authorized the Chairman to sign a Letter of No Objection for granting an access easement to Louray, LLC. Enclosed is original Letter of No Objection for your action.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Etheridge*

Tammy Etheridge, Deputy Clerk

/ds

Encl. (1)

cc: Finance  
Budget



**BOARD OF COUNTY COMMISSIONERS**

July 21, 2015

Ms. Debra Pallone  
Office of Park Planning  
Division of Recreation and Parks  
3900 Commonwealth Boulevard, M.S. 525  
Tallahassee, FL 32399

Subject: LOURAY, LLC Proposed Easement and Construction - East Central Regional Rail Trail  
Sublease 4576-01 – Parcel Numbers 2105501 and 2105502

Dear Ms. Pallone:

Brevard County has no objections to the granting of an access easement to LOURAY, LLC. The Net Positive Benefit fee will be used to purchase signage along the Trail. We request the following special conditions be made a part of the easement:

- A. By issuance of this easement, GRANTOR acknowledges that GRANTEE has fully satisfied GRANTEE's "Net Positive Benefit" obligation to provide in-kind goods for the East Central Florida Regional Rail Trail in the amount of \$\_\_\_\_\_, in accordance with the GRANTOR's Policy for Incompatible Use of Natural Resource Lands (August 9, 1988).
- B. GRANTEE will coordinate all construction, maintenance or repair activities (5) five days in advance with the manager of the East Central Regional Rail Trail (Trail) or manager's designee (acting in their capacity as Trail Manager) 321-690-6890 Leigh Holt. This will also include determining the access route to the easement area.
- C. GRANTEE shall not use the GRANTOR's property (trail corridor) as a parking/staging area for equipment, supplies, fuel, or vehicles during its activities.
- D. GRANTEE, at their sole cost and expense, shall restore or replace any and all natural vegetation damaged or destroyed during the conduct of its initial construction activities to substantially the same condition as existed on the date of construction commencement. Additionally, GRANTEE's restoration or replacement of any damaged and destroyed vegetation (i.e., shrubs, trees, grasses) shall not be counted towards GRANTEE's fulfillment of their obligation to provide Additional Compensation obligation (Net Positive Benefit). Once the Trail is constructed and open for public use, GRANTEE, at their sole cost and expense, shall repair or replace any and all improvements, facilities, infrastructure, and Trail surface if damaged or destroyed during the conduct of its activities, to substantially its preexisting condition.
- E. GRANTEE acknowledges that the Trail Manager has the authority to temporarily halt GRANTEE's activities if Trail Manager observes conditions that could potentially damage the planned future use of the Trail, its resources, trail users, or failure to comply with any of the special conditions of this easement.

F. Once the Trail is constructed and open for public use GRANTEE shall ensure, to the greatest extent possible, that all of its activities within the Trail corridor are performed outside of the Trail's normal daytime operating hours. For any construction or maintenance activities that must occur during normal operating hours, GRANTEE shall notify the Trail Manager at least five (5) days in advance.

G. Once the Trail is constructed and open for public use, GRANTEE shall ensure, to the greatest extent possible that during its easement activities, trail users are able to safely bypass construction or maintenance areas via an alternate open passage. The open passage shall safely accommodate all types of allowable trail-user groups on the Trail, including (but not limited to) pedestrians, bicyclists, and equestrian riders. GRANTEE shall make every reasonable effort to minimize those time periods when the Trail must be closed to public use.

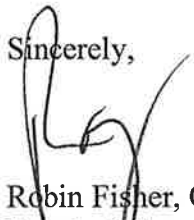
H. Once the Trail is constructed and open for public use, GRANTEE, at its sole cost and expense, shall also post and maintain signs on each side of the project site, notifying public visitors and users of its easement activities when applicable. Signage shall include contact information for GRANTEE's project manager, duration of the project, and warnings of potential safety hazards. Signs shall be posted prior to the commencement of all of its activities and shall remain posted, visible, and legible throughout the entirety of said activities.

I. GRANTEE shall insure that the design and signage for the driveway crossing of the Trail is in accordance with the standards established by the Florida Department of Transportation's most recent version of the Federal Highway Administration manual on Uniform Traffic Control Devices for vehicular crossings of shared-use paths.

J. County's liability is limited as provided in Section 768.28, F.S. The holder of the easement shall indemnify and hold Brevard County, its agents, servants and employees, harmless from all liability for any injury or damage related to the operation, upkeep, or maintenance of this easement.

If additional information is required, please contact Leigh Holt, 321-690-6890. Thank you.



Sincerely,



Robin Fisher, Chairman  
Board of County Commissioners  
Brevard County, Florida

# East Coast Regional Rail Trail



 ECRRT LOURAY ACCESS EASEMENT FINAL  
 ECRRT

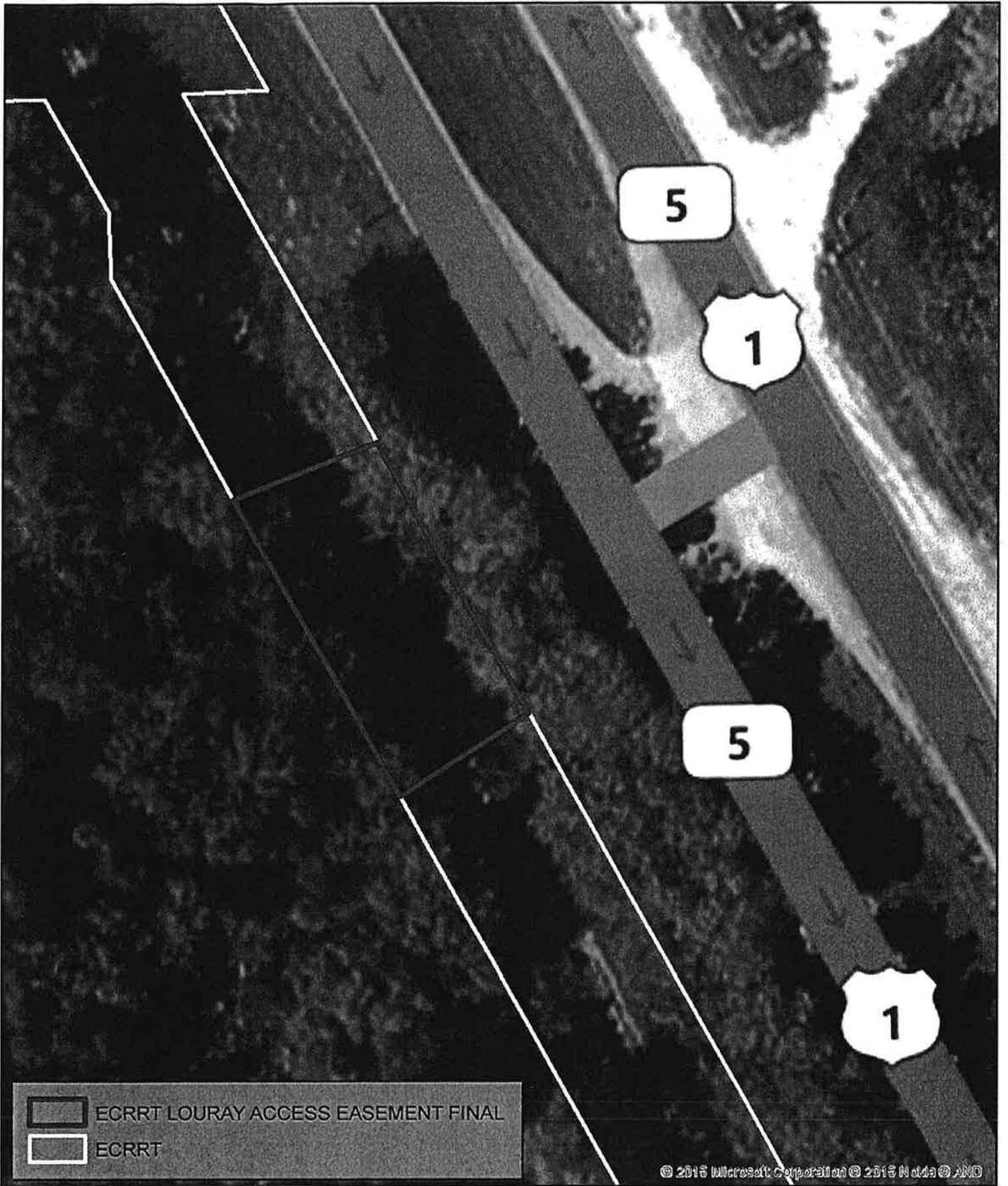
0 45 90 180 Feet

Brevard County

© 2015 Microsoft Corporation © 2015 Nokia © AWD



# East Coast Regional Rail Trail



0 45 90 180 Feet

Brevard County

