



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.3.

2/6/2024

Subject:

Approval, Re: Dedication of Sidewalk Easement from Barefoot Bay Recreation District for the Barefoot Bay Beachside Restroom Project- District 3.

Fiscal Impact:

None

Dept/Office:

Public Works Department / Land Acquisition

Requested Action:

It is requested that the Board of County Commissioners accept the attached Sidewalk Easement.

Summary Explanation and Background:

The subject property is located in Section 6, Township 30 South, Range 39 East, on the east side of Highway A1A in Melbourne Beach.

Barefoot Bay Recreation District, owner, has submitted site plan number 23SP00021 for review and approval by the County for the development of a beachside restroom facility. As a condition of site plan approval, Planning and Development required the owner to construct a sidewalk along Highway A1A per the Code of Ordinances of Brevard County, Section 62-2956 (b) (2). The owner applied for a sidewalk waiver to avoid construction of the sidewalk and chose to dedicate a ten-foot easement for future County use instead.

The User Department approves this request.

This acquisition follows the policies and procedures as set forth in Administrative Order 37.

Clerk to the Board Instructions:



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

February 7, 2024

MEMORANDUM

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

RE: Item F.3., Approval for Dedication of Sidewalk Easement from Barefoot Bay Recreation District for the Barefoot Bay Beachside Restroom Project

The Board of County Commissioners, in regular session on February 6, 2024, approved acceptance of the Sidewalk Easement from Barefoot Bay Recreation District for the Barefoot Bay Beachside Restroom Project.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

for: Denna Scott
Kimberly Powell, Clerk to the Board

/ds

BOARD OF COUNTY COMMISSIONERS

AGENDA REVIEW SHEET

AGENDA: Dedication of Sidewalk Easement from Barefoot Bay Recreation District for the Barefoot Bay Beachside Restroom Project – District 3

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>PH</u>	_____	<u>11-21-23</u>
COUNTY ATTORNEY Alex Esseesse Deputy County Attorney	<u>AE</u>	_____	<u>11/21/23</u>

Prepared by and return to:
Public Works Department, Land Acquisition
2725 Judge Fran Jamieson Way, A204, Viera, Florida 32940
A portion of Interest in Tax Parcel ID: 30-39-06-00-518

SIDEWALK EASEMENT

THIS INDENTURE, made this 9th day of November 2023, between Barefoot Bay Recreation District, a Special District of the State of Florida, whose address is 625 Barefoot Boulevard, Barefoot Bay, Florida 32976, as the first party, and Brevard County, Florida, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, as the second party, for the use and benefit of Brevard County, Florida.

WITNESSETH that the first party, in consideration of One Dollar (\$1.00) and other valuable consideration paid, the receipt of which is acknowledged, grants unto the second party, its successors and assigns, a perpetual easement commencing on the above date for the purposes of constructing, reconstructing, repairing, and reconfiguring a sidewalk, over, under, upon, above, and through the following lands:

The land affected by the granting of the easement is located in Section 6, Township 30 South, Range 39 East, Brevard County, Florida, and being more particularly described as follows:

A parcel of land being a portion of those lands described in Official Records Book 3633, Page 925 of the Public Records of Brevard County, Florida and being located within Section 6, Township 30 South, Range 39 East, Brevard County Florida and being more particularly described as follows:

The West 10.00 feet, measured by right angle to, lying parallel to and adjacent to State Road A-1-A, within the following described lands:

The North 200.00 feet of the South 300.00 feet of Government Lot 5, Section 6, Township 30 South, Range 39 East, Brevard County, Florida, lying east of State Road A-1-A.

Including the right of ingress and egress onto the easement area as may be necessary for the full use and enjoyment by the second party of its easement. The first party shall have full use and enjoyment of the easement area but shall not make any new improvements within the easement area which will conflict or interfere with the easement granted herein. The first party shall have the right to improve, modify, and reconstruct existing improvements in the easement area. Any such improvement, modification, and/or reconstruction activity undertaken by the first party that impacts the easement area, including the sidewalk, shall be the first party's responsibility to repair and restore the easement area, including the sidewalk, to a condition at least equal to its condition as it existed prior to such work taking place.

Any and all maintenance of the land over which the Easement is located shall be the responsibility of the owner of the land over which the Easement is located. The second party shall be responsible for the repair of the sidewalk located in the easement area.

This Easement is granted upon the condition that the second party will restore the easement area, in accordance with applicable standards, laws, rules, and regulations, for the work it conducts to a condition at least equal to the condition of the easement area as it existed prior to such work taking place.

TO HAVE AND TO HOLD said easement unto Brevard County, a political subdivision of the State of Florida, and to its successors and/or assigns. The first party does covenant with the second party that it is lawfully seized and possessed of the lands above described and that it has a good and lawful right to convey it or any part thereof.

IN WITNESS WHEREOF, the first party has caused this easement to be executed, the day and year first above written.

Signed, sealed and delivered in the presence of:

C. L. Henley
Witness
C. L. HENLEY

Print Name
J.R. Mackenzie
Witness
J.R. MACKENZIE
Print Name

Barefoot Bay Recreation District, a
Special District of the State of
Florida

BY: Bruce E. Amoss
Bruce Amoss, Chair

STATE OF FLORIDA

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 13th day of November, 2023, by Bruce Amoss, as Chair for the Board of Trustees of the Barefoot Bay Recreation District. Is personally known or produced _____ as identification.

Cynthia Mihalick
Notary Signature

SEAL



LOCATION MAP

Section 06, Township 30 South, Range 39 East - District: 3

PROPERTY LOCATION: East side of Highway A1A in Melbourne Beach

OWNERS NAME(S): Barefoot Bay Recreation District





Planning and Development
2725 Judge Fran Jamieson Way
Building A, Room 114
Viera, Florida 32940
321-633-2070

BOARD OF COUNTY COMMISSIONERS FOR INFORMATIONAL PURPOSES ONLY

SIDEWALK ASSESSMENT AGREEMENT

Barefoot Bay Beachside Restroom Design
 Plan Name
8705 Hwy A1A
 Site Address
Melbourne FL 32951
 City State Zip Code
23SP00021 1-22-2024
 Plan Number Agreement for Frontage Date

THIS SIDEWALK ASSESSMENT AGREEMENT ("Agreement") made and entered into this 22nd day of January, 2024 by and between Barefoot Bay Recreation District hereinafter referred to as "OWNER", and the Board of County Commissioners of Brevard County, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, the OWNER owns the real property and improvements thereon situated in Brevard County, Florida legally described as follows:

SEE EXHIBIT "A"

WHEREAS, sidewalk construction by the OWNER is required for the site plan/subdivision submitted by the OWNER pursuant to Chapter 62 of the Brevard County Code of Ordinances as well as the County Comprehensive Plan, but is not practical at this time; and

WHEREAS, the OWNER has demonstrated to the COUNTY that there is no current need for sidewalks in the immediate area; and

WHEREAS, the OWNER has agreed to participate in the future construction of sidewalks to the extent of their pro-rata share and has also waived any right to object to a future assessment for the said sidewalks; and

WHEREAS, the OWNER has requested a waiver of sidewalk requirement at this time pursuant to Chapter 62, Article VII, Division 4; and

WHEREAS, the parties hereto are desirous of placing their agreement in writing.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof which is hereby acknowledged, the OWNER agrees as follows:

- 1) The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.
- 2) The OWNER shall pay his pro-rata share for sidewalk improvements, according to Chapter 98 of the Brevard County Code of Ordinances, and as may be amended from time to time, or any other applicable ordinance or law.
- 3) The OWNER hereby agrees that should the County in its sole discretion determine sidewalks are necessary on the property described in Exhibit "A", and if the COUNTY elects under the provisions of Chapter 170 of the Florida Statutes or Chapter 98, Code of Ordinances of Brevard County, Florida, to initiate a program of special assessments for sidewalk installation against all the private property adjacent to the property described in Exhibit "A", the OWNER hereby affirmatively consents to the application of the special assessment procedures in accordance with the provisions of Chapter 170, Florida Statutes, or Chapter 98 Code of Ordinances of Brevard County, Florida, to their property in lieu of installing sidewalks at this time.
- 4) The OWNER agrees to provide to the COUNTY any easements necessary to construct and maintain sidewalks should the COUNTY choose to initiate a program of special assessments for sidewalk installation at a future date.
- 5) The OWNER however, reserves the right to apply to the Equalization Board under the provisions of Section 170.08, Florida Statutes, to request any adjustment and equalization of any assessment which would be applied against their property. The procedures of Chapter 98, Code of Ordinances of Brevard County, Florida, if applicable, may also be used by OWNER to request a modification of the amount of the assessment.
- 6) This Agreement and its covenants, terms, and conditions shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto and shall run with the lands described in Exhibit "A".
- 7) In the performance of this Agreement, the OWNER shall keep books, records, and account of all activities, related to the agreement, in compliance with generally accepted

accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the OWNER for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

- 8) No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by OWNER in the United States or any other country.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

Desiree Jackson
Signature of Witness
Desiree Jackson
2725 Judge Fran Jamieson Way, Uiera, FL 32940

Ted Calkins
Planning & Development Department, Director
Ted Calkins, 2725 Judge Fran Jamieson Way, Uiera, FL 32940
Approved on 1/18/2024

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by physical presence or
_____ online notarization, this 18 day of January, 2024
by Ted Calkins who is personally

known to me or has produced Personally Known as identification and who
and (did not) take an oath.


KRISTEN CHAMPION
Commission # HH 338727
Expires December 19, 2026
Date My Commission Expires _____

Kristen Champion
Signature of Notary Public

Kristen Champion
Printed Name of Notary Public

Signed, Sealed and Delivered in presence of

J. Mader 625 Barefoot Blvd.
Barefoot Bay, FL 32976
Signature of Witness Julie Mackenzie

Bruce Amoss 625 Barefoot Blvd.
Barefoot Bay, FL 32976
Signature of Owner Bruce Amoss

Kent A. Cichon 625 Barefoot Blvd.
Barefoot Bay, FL 32976
Signature of Witness Kent A Cichon

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 2nd day of
January, 2014 by Bruce Amoss who is personally
known to me or has produced personally known as identification and who did
(did not) take an oath.

May 22, 2027
Date My Commission Expires

Cynthia Mihalick
Signature of Notary Public
Cynthia Mihalick
Printed Name of Notary Public

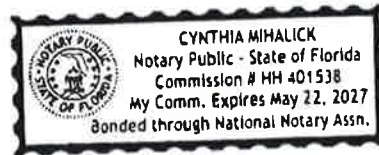


EXHIBIT "A"

Township 30 South, Range 39 East, Section 6

Further description as follows:

THE NORTH 200.00 FEET OF THE SOUTH 300.00 FEET OF GOVERNMENT LOT 5, SECTION 6, TOWNSHIP 30 SOUTH, RANGE 39 EAST, BREVARD COUNTY, FLORIDA, LYING EAST OF STATE ROAD A-1-A.