



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

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Tammy.Rowe@brevardclerk.us

May 24, 2017

MEMORANDUM

TO: Andrew Holmes, Interim Public Works Director

RE: Item VI.A.1., Proposed Purchase Agreement with Florida East Coast Railway, LLC (FEC) for Permanent Aerial Easement for the Pineda Causeway Grade Change Project

The Board of County Commissioners, in regular session on May 23, 2017, executed Purchase Agreement for the acquisition of the Permanent Aerial Easement from FEC for the Pineda Causeway Grade Separation Project in the amount of \$245,000; and approved the draft Perpetual Aerial Easement Agreement. Enclosed is executed Purchase Agreement.

Upon execution by FEC, please return a fully-executed Purchase Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

Encl. (1)

cc: Contracts Administration
Asset Management
Finance
Budget

BOARD OF COUNTY COMMISSIONERS

AGENDA: PERMANENT AERIAL EASEMENT FROM FEC TO BREVARD COUNTY FOR PINEDA GRADE CHANGE PROJECT- DISTRICT 4

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION

AGENCY CONTACT: DAN JONES, LAND ACQUISITION SUPERVISOR

CONTACT PHONE: 321-690-6847

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u>DPJ</u>	_____	<u>4/24/17</u>
COUNTY ATTORNEY Eden Bentley Deputy County Attorney	<u>See attached</u>	_____	<u>4/24/17</u>
PUBLIC WORKS John Denninghoff, Director Andrew Holmes, Interim Director	<u>als</u>	_____	<u>5/9/17</u>

AGENDA DUE DATE: April 24, 2017 for the May 09, 2017 Board meeting
may 9 *23*

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.

PURCHASE AGREEMENT

ROAD NAME: Pineda Causeway
 COUNTY: Brevard
 PARCEL NO.: 801

Seller: Florida East Coast Railway, L.L.C., a Florida limited liability company
7411 Fullerton Street, Suite 300, Jacksonville, FL 32256

Buyer: Board of County Commissioners, Brevard County, Florida
2725 Judge Fran Jamieson Way, Viera, FL 32940

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. DESCRIPTION OF PROPERTY

- (a) Estate being purchased: Fee Simple Permanent Easement Temporary Easement Leasehold
- (b) Real property described as: See Attached Exhibit "A"
- (c) Personal Property: N/A
- (d) Outdoor advertising structure(s) permit number(s): N/A
- (e) Buildings, structures, fixtures and other improvements owned by others: N/A
 These items are NOT included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a) Real Property			
	Land	1.	<u>\$ 245,000.00</u>
	Improvements	2.	<u>\$ 0.00</u>
	Real Estate Damages	3.	<u>\$ 0.00</u>
	(Severance/Cost-to-Cure) Incentive	4.	<u>\$ 0.00</u>
	Total Real Property	5.	<u>\$ 245,000.00</u>
(b)	Total Personal Property	6.	<u>\$ 0.00</u>
(c) Fees & Costs			
	Attorney Fees	7.	<u>\$ 0.00</u>
	Appraiser Fees	8.	<u>\$ 0.00</u>
	<hr/>		
	Fee(s)	9.	<u>\$ 0.00</u>
	Total Fees and Costs	10.	<u>\$ 0.00</u>
(d)	Total Business Damages	11.	<u>\$ 0.00</u>
(e)	Total of Other Costs	12.	<u>\$ 0.00</u>
	List: <hr/>		
	<hr/>		
	Total Purchase Price (add lines 5, 6, 10, 11 and 12)		<u>\$ 245,000.00</u>
(f)	Portion of Total Purchase Price to be paid to Seller by Buyer at Closing		<u>\$ 245,000.00</u>
(g)	Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession		<hr/>

III. CONDITIONS AND LIMITATIONS

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Buyer may obtain a title commitment with respect to the property, at Buyer's sole cost, and if the title is unacceptable, Buyer may cancel this Agreement.
- (c) Seller shall maintain the property described in **Section 1** of this Agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this Agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section 1** of the Agreement by Seller extending beyond the day of closing shall be pursuant to rights reserved in the Perpetual Easement.
- (e) The property described in Section 1 of this Agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) *[Intentionally deleted]*
- (g) Seller agrees that the real property described in **Section 1** of this Agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer and Seller.
- (h) Seller and Buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this Agreement, shall be binding on the parties.
- (i) Other: Seller's conveyance of the Perpetual Easement contemplated by this Agreement is subject to its lender's consent and the consent of its easement holder's and their lenders.
- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this Agreement shall be contingent on delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.23, Florida Statutes**.

IV. CLOSING DATE

The closing will occur no later than sixty (60) days after approval by Buyer and final approval by Seller and their respective lenders and easement holders.

V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

Any typewritten or handwritten provisions inserted into or attached to this Agreement as addenda must be initialed by both Seller and Buyer.

- There is an addendum to this agreement. Page ____ is made a part of this Agreement.
- There is not an addendum to this Agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this Agreement as a binding real estate contract.

SELLER

FLORIDA EAST COAST RAILWAY, L.L.C.

BY: _____

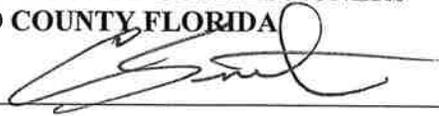
Name: _____

Title: _____

Date: _____

BUYER

**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY FLORIDA**

BY:  _____

Name: Curt Smith

Title: Chairman, Brevard County Commission

Date: May 23, 2017

As Approved by the Board May 23, 2017

Agenda Item # VI.A.I

Form reviewed by the County Attorney's office

Eden Bentley, Deputy County Attorney

ATTEST:



SCOTT ELLIS, CLERK OF COURT



LEGAL DESCRIPTION

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2623566
 OWNER NAME: FLORIDA EAST COAST RAILWAY, LLC

VIA 1 Replacement pgs.(3)

Parcel 801 (Perpetual Aerial Easement)
 Prepared by DRMP, Inc.

A parcel of land located within the existing right-of-way of the Florida East Coast Railroad and being in the Southwest 1/4 (One-Quarter) of Section 19, Township 26 South, Range 37 East, being more particularly described as follows:

BEGIN at the intersection of the Westerly existing right-of-way line of Florida East Coast Railroad (100 foot right-of-way) and the Southerly existing right-of-way line of Pineda Causeway (200 foot right-of-way); thence North 18°50'33" West, along said Westerly existing right-of-way line of Florida East Coast Railroad, a distance of 200.01 feet to the intersection of said Westerly right of way line with the Northerly existing right-of-way line of Pineda Causeway; thence departing said Westerly existing right-of-way, run thence North 70°33'25" East along the Easterly projection of said Northerly existing right-of-way line of Pineda Causeway, a distance of 100.01 feet to a point on the Easterly existing right-of-way line of Florida East Coast Railroad; thence run South 18°50'33" East along said Easterly existing right-of-way line, a distance of 200.01 feet to a point on the Easterly projection of the aforesaid Southerly existing right-of-way line of Pineda Causeway; thence departing said Easterly existing right-of-way line, run South 70°33'25" West along said Easterly projection, a distance of 100.01 feet to the POINT OF BEGINNING.

Containing 20,001 square feet (0.459 acres), more or less.

Said easement shall have a bottom plane elevation not less than 52.00 feet and a top plane elevation not exceeding 86.00 feet, North American Vertical Datum of 1988, as shown on construction plans for SR 404 (Pineda Causeway) Project Number 422830-1-94-01.

SURVEYOR'S NOTES

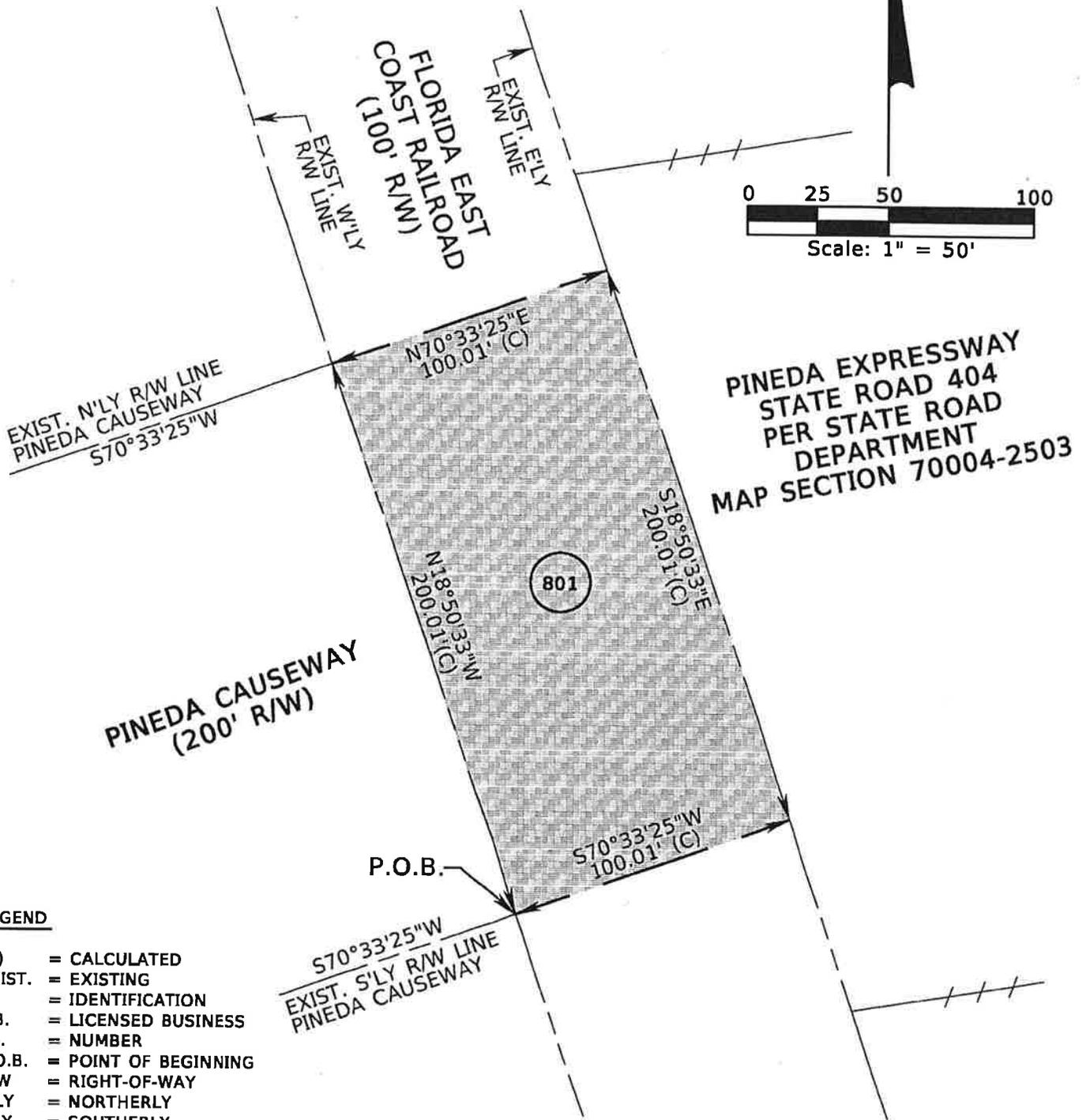
1. THE BEARINGS SHOWN HEREIN ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PINEDA CAUSEWAY AS BEING S70°33'25"W, AN ASSUMED BEARING.
2. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, BURIED CABLES, SUB-SURFACE UTILITIES, FOUNDATIONS/FOOTERS OR BURIAL SITES WERE LOCATED, EXCEPT AS SHOWN.
3. THIS PROPERTY IS SUBJECT TO THE RECORDED AND UNRECORDED AGREEMENTS, ASSESSMENTS, EXCEPTIONS, COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER ENCUMBRANCES, IF ANY, WHICH MAY OR MAY NOT APPEAR IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
4. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. PARCEL TAX ID. No.: 2623566
6. SHEET 3 OF 3 WAS PROVIDED BY THE ENGINEER OF RECORD FOR BRIDGE NO. 704196 AND WAS NOT PREPARED BY A SURVEYOR. SHEET 3 IS PROVIDED FOR GRAPHICAL PURPOSES ONLY TO ILLUSTRATE THE VERTICAL COMPONENT OF THE ABOVE LEGAL DESCRIPTION.

**THIS SKETCH IS NOT A SURVEY
 SEE SHEETS 2 AND 3 OF 3 FOR SKETCH OF DESCRIPTION**

BOBBY PAULK, PSM FLORIDA REGISTRATION No: LS 6691 (NOT VALID UNLESS SIGNED AND SEALED)	PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA		RIGHT OF WAY PARCEL SKETCH
	PARCEL 801		
		BY	DATE
	DRAWN	B.PAULK	2/20/2017
	CHECKED	A.QUICKEL	2/20/2017
			SCALE: N/A
			SKETCH PREPARED BY:  DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0593 - www.drmp.com L.B. No. 2648

SKETCH OF DESCRIPTION

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2623566
 OWNER NAME: FLORIDA EAST COAST RAILWAY, LLC



LEGEND

- (C) = CALCULATED
- EXIST. = EXISTING
- ID = IDENTIFICATION
- L.B. = LICENSED BUSINESS
- No. = NUMBER
- P.O.B. = POINT OF BEGINNING
- R/W = RIGHT-OF-WAY
- N'LY = NORTHERLY
- S'LY = SOUTHERLY
- E'LY = EASTERLY
- W'LY = WESTERLY

THIS SKETCH IS NOT A SURVEY
 SEE SHEET 1 OF 3 FOR DESCRIPTION

			PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA		RIGHT OF WAY PARCEL SKETCH	
			PARCEL 801			
			BY	DATE	DRMP PROJECT NUMBER: 12-0042.002	
			DRAWN	B. PAULK	2/20/2017	SCALE: 1" = 50'
REVISION	BY	DATE	CHECKED	A. QUICKEL	2/20/2017	

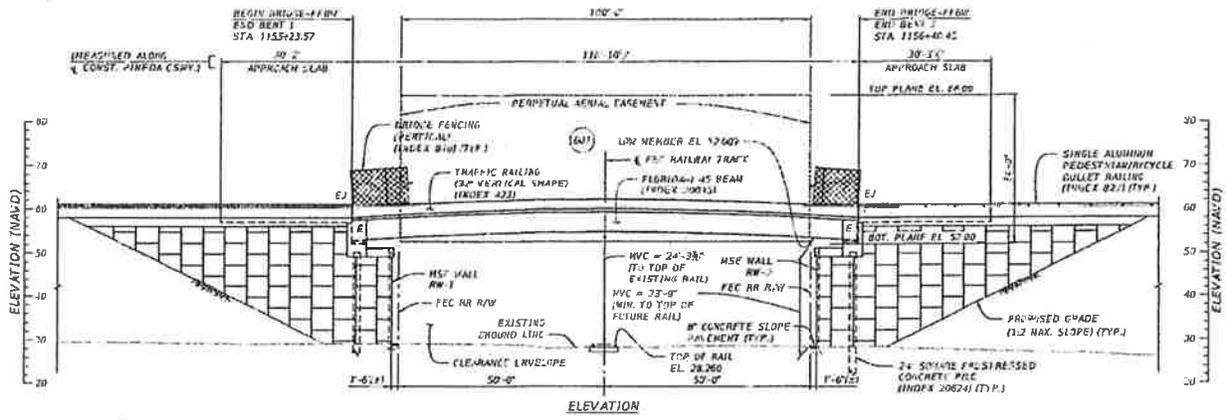
SKETCH PREPARED BY:



DRMP
 ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
 941 LAKE BALDWIN LANE
 ORLANDO, FLORIDA 32814
 (407) 896-0593 - www.drmp.com
 L.B. No. 2648

Exhibit "A"

SHEET 3 OF 3



THIS SHEET PROVIDED FOR GRAPHICAL PURPOSES ONLY TO ILLUSTRATE THE VERTICAL COMPONENT OF THE LEGAL DESCRIPTION

BRIDGE NO. 704196

REVISED				DATE	BY	DESCRIPTION	ELEVATION	DATE
BREVARD COUNTY COUNTY ENGINEER COUNTY ROAD DEPARTMENT 1000 N. US HWY 1 DEERFIELD BEACH, FL 33442 PHONE: (407) 321-1311 FAX: (407) 321-1312				PROJECT NO. 47830-1-21-1	DRAWING NO. 01-02	PROJECT NAME PINEDA CAUSEWAY OVER FEC RAILWAY	SHEET NO. 01-02	DATE 1/21/03

THE CIVIL ENGINEER HAS REVIEWED THIS SHEET FOR THE VERTICAL COMPONENT OF THE LEGAL DESCRIPTION. THE CIVIL ENGINEER HAS NOT REVIEWED THIS SHEET FOR THE HORIZONTAL COMPONENT OF THE LEGAL DESCRIPTION.