

11.A.8.



**AGENDA REPORT
May 22, 2018**

Approval Re: Bus Stop #23 Easement from Eagle Eye Development Co., LLC to Brevard County, Florida - District 1. (Fiscal Impact: None)



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SUBJECT:

Approval Re: Bus Stop #23 Easement from Eagle Eye Development Co., LLC to Brevard County, Florida - District 1.

FISCAL IMPACT:

None

DEPT/OFFICE:

Public Works

REQUESTED ACTION:

It is requested that the Board of County Commissioners approve and accept the Bus Stop Shelter, Maintenance and Pedestrian Ingress and Egress Easement from Eagle Eye Development Co., LLC.

SUMMARY EXPLANATION and BACKGROUND:

The subject parcel is located in Section 17, Township 21, Range 35.

In regular session on December 15, 2015, Brevard County Board of County Commissioners, dba Space Coast Area Transit, entered into a Joint Participation Agreement with the State of Florida Department of Transportation to provide funding for the purchase of new bus stop signs, shelter and benches for existing bus stops.

Space Coast Area Transit has requested assistance from Public Works, Facilities Department, in the construction of 16 bus stop locations. This location requires a grant of easement in order to construct the bus stop shelter.

Land Acquisition Policies and Procedures require approval and acceptance by the Board of County Commissioners for all easements

ATTACHMENTS:

Description

- ▢ **Bus Stop 23 CAO Review**
- ▢ **Bus Stop 23 Easement_Copy**
- ▢ **Bus Stop 23 Location Map**

BOARD OF COUNTY COMMISSIONERS

AGENDA: BUS STOP SHELTER #23 EASEMENT FROM EAGLE EYE
DEVELOPMENT CO., LLC TO BREVARD COUNTY - DISTRICT 1

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION

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>4/24/18</u>
COUNTY ATTORNEY Diana Yuan Asst. County Attorney	<u>DY</u>	_____	<u>4/25/18</u>

AGENDA DUE DATE: May 8, 2018 for the May 22, 2018 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.



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

May 23, 2018

MEMORANDUM

TO: Andy Holmes, Public Works Director

RE: Item II.A.8., Bus Stop #23 Easement from Eagle Eye Development Co., LLC to Brevard County

The Board of County Commissioners, in regular session on May 22, 2018, approved and accepted the Bus Stop Shelter, Maintenance and Pedestrian Ingress and Egress Easement from Eagle Eye Development Co., LLC.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/ds

cc: Finance
Budget

Prepared by and return to:
Lucy Hamelers
Public Works Dept., Land Acquisition Section
2725 Judge Fran Jamieson Way, A204
Viera, FL 32940

**BUS STOP SHELTER,
MAINTENANCE AND PEDESTRAIN INGRESS AND EGRESS EASEMENT**

THIS INDENTURE, made and entered into this ____ day of _____, 2018, by and between **EAGLE EYE DEVELOPMENT CO., LLC a/k/a EAGLE EYE DEVELOPMENT L.L.C.**, a Foreign Limited Liability Company, hereinafter called "GRANTOR", and **BREVARD COUNTY, FLORIDA**, a political subdivision of the state of Florida, hereinafter called "GRANTEE".

WITNESSETH

A. GRANTOR is the owner in fee simple of that certain property located in the City of Titusville, Brevard County, Florida described in O.R. B. 3552, PG 1582.

B. GRANTOR warrants and represents that it has clear and marketable title to the property and authority to execute this instrument.

NOW THEREFORE, in consideration of the mutual promises contained herein and the sum of One Dollar (\$1.00) and other valuable consideration, receipt whereof is hereby acknowledged, the parties would agree and covenant as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated by reference and made a part of this Agreement.

2. **Grant of Easement.** The GRANTOR does hereby grant, bargain, sell and convey to GRANTEE, its legal representatives and assigns, the right of easement over, across, under and through the property described in O.R.B.3552, PG1582 (the "Property) situated in the City of Titusville, Brevard County, Florida for the following purposes:

(a). An ingress and egress easement over, under, through, and across that portion of the property as described in "Exhibit A" attached hereto ("The Easement Area") for the purpose of access and use by the public.

(b) A bus stop shelter and maintenance easement over, across, under and through the property described in "Exhibit A" attached hereto ("The Easement Area") for the purpose of constructing, improving, repairing and the maintenance of said easement area and infrastructure.

The right of entry described herein for purposes of construction of a bus stop shelter, maintenance, repair and use of the facilities and improvements to be constructed and maintained within the Easement Area shall be without limitation or interruption. The rights granted herein shall include the right of the GRANTEE to assign its rights and obligations hereunder to one or more service providers maintaining the facilities provided the rights herein granted shall not include the right of GRANTEE to grant new or additional rights or easements.

3. **Design, Construction and Maintenance.** At all times during the term of this Easement, GRANTEE, at its sole expense, shall maintain the Easement Area. Maintenance shall include all types of repair and maintenance which are typical and customary according to the purpose for which this Easement is granted

4. **Indemnity.** GRANTEE understands and agrees that GRANTEE'S use of the Easement Area is and always shall be on an "as is" basis and that GRANTOR does not in any way make, offer, extend, give or provide unto GRANTEE or any other person or entity, any form of explicit or implied warranty, guarantee, promise or representation concerning the safety, condition, quality or fitness of the Easement Area. To the extent not prohibited by law, the GRANTEE shall indemnify and hold the GRANTOR harmless from any injury or damage to the Easement Property and from any and liability for injury or death to third persons, including damage to the Easement Property as well as damage to the property of third persons and occurring by reasons of any overt or negligent act or omissions of the GRANTEE, its agents or employees while performing construction, maintenance or repair within the Easement Property or in any way related to the use of the Easement Property. Further, the GRANTEE shall indemnify and shall hold the GRANTOR harmless from all liability arising in connection with any injury suffered by an employee of the GRANTEE while on the Easement Property in the course of performing the duties for which he is employed by the GRANTEE. The foregoing indemnification does not waive any defense of sovereign immunity and shall not waive the damage limits set forth in Section 768.28 Florida Statutes, nor shall it be construed to constitute an agreement by any party to indemnify any other party for such other party's negligent, willful, or intentional acts or omissions.

5. **Termination.** GRANTOR may terminate this Easement due to a default by GRANTEE of any term set forth herein, or if GRANTEE abandons use of the Easement Area, or if GRANTEE'S use of the Easement Area becomes unnecessary as confirmed by GRANTEE. GRANTEE shall vacate and surrender the Easement Area upon the termination of this Easement and GRANTOR may require GRANTEE, at GRANTEE'S sole expense to remove any or all improvements and facilities constructed and installed by GRANTEE within the Easement Area and to restore the Easement Area to a physical condition as near as possible to which existed on the effective date of the Easement.

6. **Perpetual Easement.** The Easement Area created hereunder shall be considered perpetual.

7. **Modification.** There are no other agreements, promises or undertakings between the parties except as specifically set forth herein. No alterations, changes, modifications or amendments shall be made to this Agreement except in writing and signed by the parties hereto or their successors or assigns.

8. **No Third Party Beneficiary Rights.** Unless expressly stated otherwise herein, this easement shall not confer any right, benefit or remedy either intended or incidental, upon any third party.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be signed in his name by their proper this 6th day of March, 2018.

Shawn Surface
Witness: Print Name

Sarah m. maenza
Witness: Print Name

ND
STATE OF ~~FLORIDA~~
COUNTY OF ~~BREVARD~~ Burleigh.

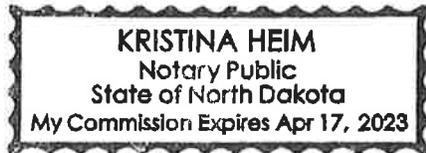
GRANTOR:

EAGLE EYE DEVELOPMENT, L.L.C.

[Signature]
JON R. WAGNER, Manager, SECRETARY

The foregoing instrument was acknowledged before me this 06 day of MARCH, 2018 by Jon R. Wagner as Manager of Eagle Eye Development L.L.C., who is personally known or who produced driver's license as identification and did/did not take an oath.

(SEAL)



[Signature]
Notary Public

Board Meeting Date: 02-02-18
Agenda # 1

LEGAL DESCRIPTION

PARCEL 800

SECTIONS 17 AND 18, TOWNSHIP 21 SOUTH, RANGE 35 EAST
 PARENT PARCEL NUMBER: 21-35-17-00-283
 PURPOSE: BUS STOP SHELTER, MAINTENANCE, AND PEDESTRIAN
 INGRESS AND EGRESS EASEMENT.

SHEET 1 OF 2 SHEETS

EXHIBIT "A"

NOT VALID WITHOUT SHEET 2 OF 2.

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 800 (BY SURVEYOR)

A PARCEL OF LAND LYING IN SECTIONS 17 AND 18, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA AND BEING A PART OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3505, PAGE 2417 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE N.89°40'30"W., ALONG THE NORTH LINE OF SAID SECTION 18, A DISTANCE OF 64.44 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO.1 (A 143 FOOT WIDE RIGHT OF WAY); THENCE S.22°14'55"E., ALONG SAID RIGHT OF WAY LINE, 156.33 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.22°14'55"E., ALONG SAID RIGHT OF WAY LINE, 25.00 FEET; THENCE S.67°45'05"W., 8.00 FEET; THENCE N.22°14'55"W., 25.00 FEET; THENCE N.67°45'05"E., 8.00 FEET TO THE POINT OF BEGINNING. CONTAINING 200 SQUARE FEET OR 0.0046 ACRE MORE OR LESS.

LEGEND

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

R/W = Right-of-way

2628/1863 = TYPICAL NOMENCLATURE FOR OFFICIAL RECORDS BOOK AND PAGE OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

SURVEYOR'S NOTES:

- 1) THIS IS NOT A SURVEY. THIS DOCUMENT WAS PREPARED FOR LEGAL DESCRIPTION PURPOSES ONLY, AND IS IN NO WAY INDICATIVE OF AN ACTUAL FIELD SURVEY.
- 2) THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF N.89°40'30"W., AS SHOWN ALONG THE NORTH LINE OF SECTION 18, TOWNSHIP 21 S., RANGE 35 E.
- 3) THE 15' WDE SIDEWALK EASEMENT RECORDED IN 2875/1170 AND LISTED IN THE O&E REPORT PREPARED BY NEW REVELATIONS, INC., FILE NO:18-1110, DATED 2/12/2018 IS SHOWN PLOTTED HEREON.
THE 10 FOOT WIDE PUBLIC UTILITY EASEMENT MENTIONED IN THE DESCRIPTION CONTAINED IN SAID 2875/1170 DOES NOT AFFECT THIS PROPERTY.

NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO: BREVARD COUNTY BOARD OF
COUNTY COMMISSIONERS

CERTIFIED BY: DENNIS W. WRIGHT
 REGISTERED LAND SURVEYOR NO. 4014
 STATE OF FLORIDA

DATE <u>2/7/18</u>	Honeycutt & Associates, Inc. ENGINEERS • SURVEYORS • PLANNERS 3700 South Washington Avenue • Titusville, Florida 32780 (321) 267-6233 Fax (321) 269-7847 CERTIFICATE OF AUTHORIZATION NO. LB 6762	SECTION: <u>17 & 18</u>
ORDER NO. <u>25447</u>		TOWNSHIP: <u>21 S.</u>
FB. NO. <u>N/A</u>		RANGE: <u>35 E.</u>
SCALE. <u>1" = 30'</u>		
DWG.NO. <u>MIMS BS EASEMENT.DWG</u>		

MAP OF DESCRIPTION

PARCEL 800

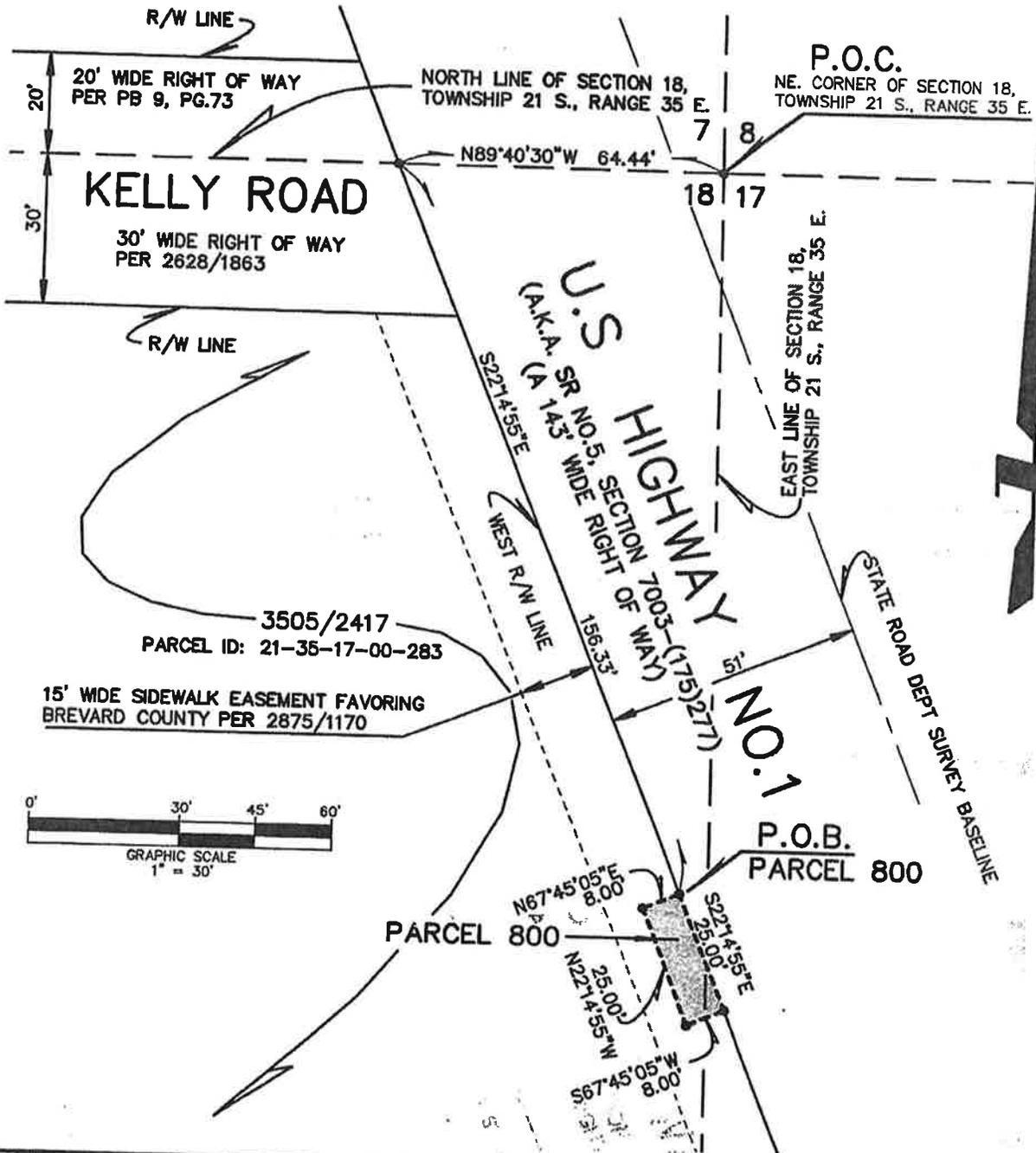
SECTIONS 17 AND 18, TOWNSHIP 21 SOUTH, RANGE 35 EAST
 PARENT PARCEL NUMBER: 21-35-17-00-283
 PURPOSE: BUS STOP SHELTER, MAINTENANCE, AND PEDESTRIAN
 INGRESS AND EGRESS EASEMENT.

SHEET 2 OF 2 SHEETS

EXHIBIT "A"

NOT VALID WITHOUT SHEET 1 OF 2.

THIS IS NOT A SURVEY



DATE 2/7/18
 ORDER NO. 25447
 FB. NO. N/A
 SCALE. 1" = 30'
 DWG. NO. MIMS BS EASEMENT.DWG

Honeycutt & Associates, Inc.
 ENGINEERS • SURVEYORS • PLANNERS
 3700 South Washington Avenue • Titusville, Florida 32780
 (321) 267-6233 Fax (321) 269-7847
 CERTIFICATE OF AUTHORIZATION NO. LB 6762

SECTION: 17 & 18
 TOWNSHIP: 21 S.
 RANGE: 35 E.