

Meeting Date
January 9, 2018



AGENDA	
Section	Consent
Item No.	<i>II.A.3</i>

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval Re: Bus Stop #18 Easement from the City of Titusville to Brevard County, Florida District 1 (Fiscal Impact: None)
DEPT/OFFICE:	Public Works Department / Land Acquisition Section

Requested Action:
 It is requested that the Board of County Commissioners approve and authorize the Chair to execute the Bus Stop Shelter, Maintenance and Pedestrian Ingress and Egress Easement from the City of Titusville.

Summary Explanation & Background:
 The subject parcel is located in Section 03, Township 22, 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, shelters 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 within the City of Titusville. This location required a grant of easement from the City in order to construct a bus stop shelter.
 Land Acquisition Policies and Procedures require approval and acceptance by the Board of County Commissioners for all easements.
 Fiscal impact: FY 2017 – 2018: No impact
FY 2018 – 2019: No impact

Clerk to the Board Instructions: Return the original executed Bus Stop Shelter, Maintenance and Pedestrian Ingress and Egress Easement to the department

Exhibits Attached: Original Bus Stop Shelter, Maintenance and Pedestrian Ingress and Egress Easement with attached Exhibit A, Location Map

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager Frank Abbate <i>[Signature]</i>	Assistant County Manager John P. Denninghoff <i>[Signature]</i>	Department Director / Extension Andrew J. Holmes, PE / 57202 <i>[Signature]</i>
	Interim Assistant County Manager Jim Liesenfelt	

BOARD OF COUNTY COMMISSIONERS

AGENDA: BUS STOP SHELTER #18 EASEMENT FROM THE CITY OF
TITUSVILLE 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>12/19/17</u>
PUBLIC WORKS DEPT. Andrew J. Holmes, PE, Director	<u>ALH</u>	_____	<u>12/19/17</u>
COUNTY ATTORNEY Eden Bentley Deputy County Attorney	<u>see attached</u>	_____	<u>12/19/17</u>

AGENDA DUE DATE: December 19, 2017 for the January 9, 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.

BOARD OF COUNTY COMMISSIONERS

AGENDA: BUS STOP SHELTER #18 EASEMENT FROM THE CITY OF
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PUBLIC WORKS DEPT. Andrew J. Holmes, PE, Director	_____	_____	_____
COUNTY ATTORNEY Eden Bentley Deputy County Attorney	<u>EB</u>	_____	<u>12/19/17</u>

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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

January 10, 2018

MEMORANDUM

TO: Andrew Holmes, Public Works Director

RE: Item II.A.3., Approval for Bus Stop #18 Easement from City of Titusville to Brevard County, Florida

The Board of County Commissioners, in regular session on January 9, 2018, approved and authorized the Chair to execute Bus Stop No. 18 Shelter, Maintenance, and Pedestrian Ingress and Egress Easement from the City of Titusville. Enclosed is a fully-executed Easement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

for Donna Scott
for Tammy Rowe, Deputy Clerk

/kp

Encl: (1)

cc: Space Coast Area Transit Director
Asset Management

BUS STOP SHELTER,
MAINTENANCE AND PEDESTRIAN INGRESS AND EGRESS EASEMENT

THIS INDENTURE, made and entered into this 9 day of January, 2018, by and between **THE CITY OF TITUSVILLE**, a municipal corporation hereinafter called "**GRANTOR**", and **BREVARD COUNTY**, 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. 3076 PG. 220.

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 "Exhibit A" 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 "A" attached hereto 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 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 all 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. Grantor 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 this 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 their name by their proper officers and their corporate seal to be affixed, attested by their Secretary on this 14th day of December, 2017.

Jolynn Donhoff
Witness Signature (Grantor):

Jolynn Donhoff
Print Name:

Virginia Blaylock
Witness Signature (Grantor):

Virginia Blaylock
Print Name:

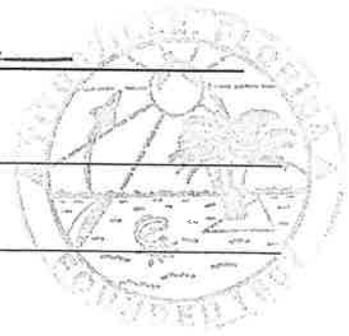
Agenda Item # 8D

Board Meeting Date 12-12-17

Scott Larese
Grantor:

Scott Larese
Print Name:

City Manager
Title:



Attest: Wanda Wells
WANDA WELLS, MMC, CITY CLERK

N/A
Witness Signature (Co-Grantor):

N/A
Co-Grantor, if any:

N/A
Print Name:

N/A
Print Name:

N/A
Witness Signature (Co-Grantor):

N/A
Title:

N/A
Print Name:

**STATE OF FLORIDA
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this 14th day of December, 2017, by Scott Larese, City Manager, who is personally known to be or who has produced N/A as identification and did/did not take an oath.

Debra S. Denman
Notary Public, State of Florida
My Commission expires:



Acceptance

The Grantee hereby accepts this Bus Stop Shelter, Maintenance and Pedestrian Ingress Egress Easement and agrees to be bound by its terms.

Dated: 9th day of January, 2018.

Attest:

[Signature]
SCOTT ELLIS, CLERK TO THE BOARD

GRANTEE:
BREVARD COUNTY, FLORIDA

[Signature]
Rita Pritchett, Chair to the Board of County Commissioners

Approved: 1/9/18

Agenda Item # II.A.3

Board Meeting Date 1/9/18

LEGAL DESCRIPTION

PARCEL 800

SECTION 03, TOWNSHIP 22 SOUTH, RANGE 35 EAST
 PARENT PARCEL NUMBER: 22-35-03-03-A-1
 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 BEING A PART OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3076, PAGE 220 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3076, PAGE 220, AND SAID POINT BEING THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF VACATED BRADY STREET WITH THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO 1; THENCE N.00°26'52"E., ALONG SAID RIGHT OF WAY LINE OF U.S. HIGHWAY NO.1 AND ALONG THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3076, PAGE 220, A DISTANCE OF 93.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°26'52"E., ALONG SAID RIGHT OF WAY LINE AND ALONG THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3076, PAGE 220, A DISTANCE OF 24.70 FEET; THENCE S.89°33'08"E., 15.80 FEET; THENCE S.00°26'52"W., 24.70 FEET; THENCE N.89°33'08"W., 15.80 FEET TO THE POINT OF BEGINNING. CONTAINING 390 SQUARE FEET OR 0.009 ACRES MORE OR LESS.

LEGEND

- ⊙ = Centerline
- P.O.B. = Point of Beginning
- P.O.C. = Point of Commencement
- R/W = Right-of-way
- O.R.B. _____, PG. _____ = 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.00°26'52"E., AS SHOWN ALONG THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1.
- 3) AS PER THE OWNERSHIP AND ENCUMBRANCE REPORT FILE NO:17-1539 ISSUED BY NEW REVELATIONS INC., DATED 09/05/17, THERE ARE NO EASEMENTS OR EXCEPTIONS AFFECTING THIS PARCEL.

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

CERTIFIED TO: THE CITY OF TITUSVILLE, FLORIDA
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

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

DATE	10/09/17
ORDER NO.	25384
FB. NO.	N/A
SCALE.	1" = 20'
DWG.NO.	PRITCHARD EASEMENT CO.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:	3
TOWNSHIP:	22 S.
RANGE:	35 E.

MAP OF DESCRIPTION

PARCEL 800

SECTION 3, TOWNSHIP 22 SOUTH, RANGE 35 EAST
 PARENT PARCEL NUMBER: 22-35-03-03-A-1
 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

U.S. HIGHWAY NO.1

S. WASHINGTON AVENUE
 (60' WIDE RIGHT OF WAY)
 PER PLAT BOOK 1, PAGES 8-10
 NORTH BOUND LANES

EAST R/W LINE AND WEST LINE
 OF O.R.B. 3076, PG.220

30'

N00°26'52"E
2.32'

N00°26'52"E
24.70'

93.00'

N00°26'52"E

S89°33'08"E TAX PARCEL ID: 22-35-03-03-B-1
15.80' O.R.B.2580, PAGE 2677

N. LINE O.R.B.3076, PG.220



N89°33'08"W
15.80'

P.O.B.

O.R.B.3076, PG.220

P.O.C.
SW. CORNER O.R.B.3076, PG.220

S. LINE O.R.B.3076, PG.220

TAX PARCEL ID: 22-35-03-02-A-1
O.R.B.1002, PAGE 846

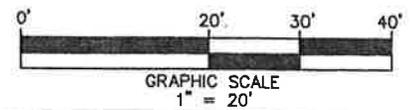
PINE STREET

BRADY STREET (PER PLAT BOOK 2. PAGE 67)

VACATED PER O.R.B.3084, PAGE 3461

30'

SCALE: 1" = 20'



DATE 10/09/17
 ORDER NO. 25384
 FB. NO. N/A
 SCALE. 1" = 20'
 DWG.NO. PRITCHARD EASEMENT CO.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: 3
 TOWNSHIP: 22 S.
 RANGE: 35 E.

LOCATION MAP

SEC: 3 TWP: 22 S RNG: 35 DISTRICT: 1

STREET NAME: US Highway 1 and Pine Street

OWNER'S NAME: City of Titusville

