

Meeting Date
May 17, 2016



AGENDA	
Section	Consent
Item No.	II.A.15

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

<b>SUBJECT:</b>	Approval Re: Water Line & Ingress/Egress Easement Agreement, Resolution and Bill of Sale in favor of the City of Cocoa in conjunction with the Central Disposal Facility/Landfill improvements in Cocoa - District 1. (Fiscal Impact: None)
<b>DEPT/OFFICE:</b>	Public Works Department / Land Acquisition Section / Solid Waste Management Department

**Requested Action:**

It is requested that the Board of County Commissioners approve and authorize the Chairman to execute a Water Line & Ingress/Egress Easement Agreement and Bill of Sale in favor of the City of Cocoa and to adopt a Resolution authorizing conveyance of real property interest by the County.

**Summary Explanation & Background:**

The subject property is located in Section 16, Township 24 South, Range 35.

The requested Water Line & Ingress/Egress Easement Agreement is in favor of the City of Cocoa and is located on the site of the Central Disposal Facility/Landfill (Adamson Road) in Cocoa.

The Board of County Commissioners is requested to approve and authorize the Chairman to execute the Easement and Bill of Sale, and to adopt a Resolution as required by Florida Statute 125.38 (Conveyance of Real Property Interest by the County).

The utility improvements to the site are paid for with County Funds and will be utilized by the City of Cocoa to provide water service to the Central Disposal Facility. The City of Cocoa will be responsible for all future service and maintenance to the improvements.

The Bill of Sale estimated total amount is \$19,825.40.

The Cost breakdown for the improvements is as follows:

10" Model 806 YD CDA	16,770.40
Installation	1,255.00
Painting	400.00
Associated Fittings	1,400.00
Estimated Total	\$19,825.40

Land Acquisition Policies and Procedures require approval and acceptance by the Board of County Commissioners for all Easements, Resolutions, and Bill of Sales.

Fiscal Impact: FY 2015-2016: No impact

**FY 2016-2017: No impact**

Clerk to the Board Instructions: Forward the executed Water Line & Ingress/Egress Easement Agreement, executed Resolution, executed Bill of Sale and the Board approval Memo to Department.

Exhibits Attached: Water Line & Ingress/Egress Easement Agreement with Exhibit A, Resolution with Exhibit A, Bill of Sale with Exhibit A, Location Map, Property Fact Sheet

<b>Contract /Agreement (If attached):</b>	<b>Reviewed by County Attorney</b>	<b>Yes</b>	<input checked="" type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	<b>PR</b>	<input type="checkbox"/>
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County Manager 	Assistant County Manager	Department Director / Extension  John Denninghoff / 57202
Stockton Whitten	Assistant County Manager	 Euripides Rodriguez / 52042



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 18, 2016

**M E M O R A N D U M**

**TO:** John Denninghoff, Public Works Director

**RE:** Item II.A.15., Water Line and Ingress/Egress Easement Agreement, Resolution and Bill of Sale with the City of Cocoa, for Conjunction with the Central Disposal Facility/Landfill Improvements in Cocoa

The Board of County Commissioners, in regular session on May 17, 2016, authorized the Chairman to execute a Water Line and Ingress/Egress Easement Agreement and Bill of Sale in favor of the City of Cocoa, and adopted Resolution No. 16-074, authorizing conveyance of real property interest by the County. Enclosed are fully-executed Agreement and Bill of Sale, and a certified copy of the Resolution.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/cm

Encls. (3)

cc: Asset Management  
Solid Waste Director  
Land Acquisition  
Contract Administration  
Finance  
Budget

**BOARD OF COUNTY COMMISSIONERS**

AGENDA: APPROVAL OF RESOLUTION & WATERLINE EASEMENT WITH INGRESS AND EGRESS IN FAVOR OF THE CITY OF COCOA WITH BILL OF SALE TO THE CITY OF COCOA FOR IMPROVEMENTS AND SERVICE TO THE PROPOSED CENTRAL DISPOSAL FACILITY/LANDFILL, COCOA - DISTRICT 1

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION / SOLID WASTE MANAGEMENT DEPARTMENT

AGENCY CONTACT: BLAISE M. MANCINI, LAND ACQUISITION SPECIALIST

CONTACT PHONE: 321-690-6847 (52886)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION SECTION Daniel P. Jones, Supervisor		_____	4/29/16
COUNTY ATTORNEY Christina Berrios, Assistant County Attorney		_____	5/2/16
PUBLIC WORKS DEPARTMENT John P. Denninghoff, Director		_____	5/3/16
SOLID WASTE MANAGEMENT DEPARTMENT Euripides Rodriguez, Director		_____	5/2/2016

AGENDA DUE DATE: MAY 3, 2016 FOR THE MAY 17, 2016 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 WHEN READY TO BE PICKED UP.

THANK YOU.

\* Approved w/ suggested (discussed) changes to Agenda Report. Revised per discussion/bmm 5/2/16

RESOLUTION NO. 16-074

**A RESOLUTION PURSUANT TO SECTION 125.38, FLORIDA STATUTES,  
AUTHORIZING THE CONVEYANCE OF REAL PROPERTY INTEREST BY THE  
COUNTY.**

**WHEREAS, Brevard County, Florida, a political subdivision of the State of Florida,  
2725 Judge Fran Jamieson Way, Viera, Florida, 32940, hereafter known as County, owns  
certain real property described in Exhibit "A", and**

**WHEREAS, the City of Cocoa, Florida, a municipal corporation organized and existing  
under the laws of the State of Florida, hereinafter known as "City", needs a Perpetual  
Water line and Ingress and Egress Easement with full rights of ingress and egress for the  
purpose of constructing and maintaining related improvements and structures as stated  
herein on the property; and**

**WHEREAS, the improvements to be served will be part of the County's Central Disposal  
Facility and;**

**WHEREAS, said Water line and Ingress and Egress Easement benefits the County and  
will not conflict with the County's use of the servient property;**

**NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of  
Brevard County, Florida, that;**

**The County hereby agrees to convey a Non-Exclusive Perpetual Water Line and Ingress  
and Egress Easement Non-exclusive Water Line Easement to the City of Cocoa for the  
purpose of maintaining, and installation and maintenance of related improvements and  
structures with full rights of ingress and egress for the purposes stated herein. No  
payment or consideration shall be required.**

**DONE ORDERED AND ADOPTED this 17<sup>th</sup>, day of May, 2016.**

**ATTEST:**

  
\_\_\_\_\_  
**Scott Ellis, Clerk**

**BREVARD COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

**By:**

  
\_\_\_\_\_  
**Jim Barfield, Chairman**

**As approved by the Board on May 17, 2016.  
Agenda Item # II.A.15**

## **WATER LINE & INGRESS/EGRESS EASEMENT AGREEMENT**

**THIS Water Line and Ingress/Egress Easement Agreement** is made the last date signed below, by **Brevard County, Florida**, a political subdivision of the state of Florida, which is authorized to do business in the State of Florida, and has a mailing address of 2725 Judge Fran Jamieson Way, Viera Florida (hereinafter "**Grantor**") in favor of the **City of Cocoa**, a Florida municipal corporation, and having a mailing address of 65 Stone Street, Cocoa, Florida 32922 (hereinafter "**Grantee**").

**WITNESSETH:** That the first party, in consideration of One Dollar (\$1.00) and other valuable consideration paid, the receipt of which is hereby acknowledged, hereby grants unto the second party, its successors and assigns, a Perpetual Water Line and Ingress/Egress Easement commencing on the above date for the purposes of public utilities, and other allied uses pertaining thereto.

The land affected by the granting of the easements is located in Section 16, Township 24 South, Range 35 East, County of Brevard, and State of Florida.

**WHEREAS, Grantor** is the developer of real property located within Brevard County, Florida; and

**WHEREAS, Grantor** has designed, permitted and constructed certain facilities for the provision of water to the Property, including water lines, water mains, pipes, service lines, tees, joints and appurtenances (hereinafter "**Water Line Facilities**"), for which **Grantor** intends to convey ownership of such **Water Line Facilities** to **Grantee**; and

**WHEREAS, Grantee** requires a non-exclusive perpetual easement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of such facilities, as well as non-exclusive perpetual access for ingress and egress across **Grantor's** property in order to access and use the **Water Line Easement** as provided herein; and

**WHEREAS, providing of Water Line Facilities** to the Property constitute a public purpose; and

**NOW, THEREFORE,** in consideration of the public purpose stated herein, and the mutual covenants, terms, and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated fully

herein by this reference.

2. **Grant of Water Line and Ingress Easement Agreement.** Grantor hereby voluntarily grants and conveys to Grantee, subject to any previous and duly recorded easements or grants of record, a perpetual non-exclusive water line and ingress and easement agreement with perpetual non-exclusive ingress and egress over, under, through, and across the real property described in Exhibit "A", a copy of which is attached hereto and incorporated herein by this reference (hereinafter "Water Line Easement"). Said easement shall be of the nature and character and to the extent hereinafter set forth.

3. **Purpose of Water Line and Ingress Easement Agreement.** The Water Line and Ingress and Egress Agreement is granted for the express and sole purpose of allowing Grantee to perpetually use the property within the Water Line and Ingress and Egress Easement Agreement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of such water line facilities as may be reasonably and customarily necessary for Grantee to provide water service to the Property.

4. **Purpose of Ingress/Egress Easement.** The Ingress/Egress Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the property within the Easement to reasonably access its Water Line Facilities contained within the Water Line Easement for the purposes provided therein.

5. **Rights and Obligations of Grantee.** To accomplish the purpose stated above, and at Grantee's sole expense, the following rights are conveyed to Grantee by this Easement:

(a) the right for Grantee to inspect, alter, improve, construct, repair, rebuild, relocate and remove, connect to, disconnect from, and maintain the Water Line Facilities and related appurtenances within the Water Line Easement;

(b) all other rights and privileges reasonably and customarily necessary or convenient for Grantee's safe and efficient operation, maintenance, and/or repair of the Water Line Facilities; including convenient and reasonable access to such facilities; and

(c) for the enjoyment and use of said easements for the purposes described above.

In addition, Grantee agrees to and shall promptly restore, or cause to be restored; the surface and subsurface of the real property described herein to the condition said property was in prior to the performance of any construction, reconstruction, replacement, removal, enlargement, operation, inspection, maintenance, repair improvement, relocation or any other use or work

contemplated by this Easement Agreement. Any such restoration shall be in a workman like manner acceptable to the Grantor. Grantee shall use its best efforts in its use of the easement areas to not interfere with use by Grantor, its tenants, guests and invitees of adjacent property owned by Grantor.

6. **Grantors Use of Easement.** Subject to and conditioned upon the provisions of Paragraph 3 and 4 of this Agreement, Grantor hereby reserves for itself the right to use the easement area; provided, however, that Grantor's use may not (i) violate any provision of this Easement Agreement, or (ii) unreasonably interfere with any of Grantee's easement rights or interest under this Agreement. Notwithstanding anything to the contrary contained herein, Grantor shall not have the right to relocate the Water Line Easement on Grantor's property.

7. **Easements Run with the Land.** This easement shall remain a charge against the property. Therefore, these easements shall run with the land and be automatically assigned by any deed or other conveyance conveying the easement property, or a portion thereof, relating to these easements, even though the conveyance makes no reference to these easements as such.

8. **Recordation.** Grantee shall record this instrument in a timely fashion in the Official Records of Brevard County, Florida and may re-record it at any time as may be required to preserve its rights in this Easement.

9. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed as a waiver of the Grantee's right to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the Grantee's potential liability under state or federal law.

10. **Indemnification.** Grantee agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless Grantor from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability, arising from, out of, or caused by: Grantee, its officers, employees, agents, or contractors, negligent or intentional acts, errors, omissions in the operation, maintenance, construction, repair or other use contemplated herein of the Water Line Facilities, except to the extent of negligence or wanton misconduct of the Grantor.

The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the Grantor, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the Grantor which may result under this Agreement. In all events, the Grantor shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are not greater than a

*Prepared by and return to: Carle Shealy, City Clerk  
City of Cocoa, 351 Shearer Blvd., Cocoa, Florida 32922  
Being a portion of interest in tax parcel ID. # 24-35-16-00-00002.0-0000.00*

rate deemed reasonable in Brevard County, Florida.

11. **Injunctive Relief.** The parties agree that, in the event of default, there may not be an adequate remedy at law, and therefore, it is agreed the parties shall be entitled to seek injunctive relief, including a mandatory injunction.

12. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in Brevard County, Florida. The parties agree that the Agreement was consummated in Brevard County, and the site of the easement is in Brevard County, Florida.

13. **Notice.** All notices, demands, requests, consents, approvals or other communications (collectively, Notices) required or permitted to be given hereunder or which are given with respect to this Agreement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

**TO GRANTOR:**

Attention: John P. Denninghoff, Public Works Director,  
Brevard County Board of County Commissioners  
C/o the Public Works Department, Land Acquisition Section  
2725 Judge Fran Jamieson Way,  
A-204, Viera, Florida 32940

**TO GRANTEE:**

Attn: City Manager  
City of Cocoa, Florida  
351 Shearer Blvd.  
Cocoa, FL 32922


or to such other address as such party shall have specified most recently by like Notice. The aforesaid attorneys for the parties hereto are hereby respectively authorized to give any Notice permitted under this Agreement. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

Prepared by and return to: Carie Shealy, City Clerk  
City of Cocoa, 351 Shearer Blvd., Cocoa, Florida 32922  
Being a portion of interest in tax parcel ID. # 24-35-16-00-00002.0-0000.00

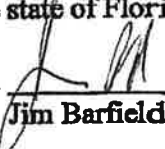
14 **Modification.** This Easement shall only be modified by a written instrument executed by the parties hereto or any successor, assigns, heirs, or representatives thereto.

15. **Entire Agreement.** This Water Line and Ingress and Egress Agreement constitutes the full and entire agreement between the parties hereto and supersedes any oral or written prior communications between the parties related to the subject matter contained in this Easement. The laws of Florida shall govern this Easement.

IN WITNESS WHEREOF, Grantor and Grantee have set their respective hands on the day and year first below written.

Attest:   
Scott Ellis, Clerk to the Board

Brevard County, a political subdivision of the state of Florida, as Grantor

by:   
Jim Barfield, Chairman

Date: May 17, 2016

**GRANTEE**  
**CITY OF COCOA, ACCEPTANCE**

\_\_\_\_\_  
John A. Titkanich, Jr., City Manager

**STATE OF FLORIDA**  
**COUNTY OF BREVARD**

I HEREBY certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by John A. Titkanich, Jr., as City Manager of the City of Cocoa who is personally known to me, or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name

My commission expires: \_\_\_\_\_

**Deborah Thomas**

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**From:** Deborah Thomas  
**Sent:** Thursday, June 02, 2016 4:08 PM  
**To:** Tammy Rowe  
**Cc:** Donna Scott; 'Lewis, Sally A'; 'Toro, Deanna'  
**Subject:** BILL OF SALE/5-26-16; ITEM II.A.15

Good afternoon:

In reference to the above "missing" Bill of Sale, I just spoke with Deanna (x52747), secretary to John Denninghoff.

She is going to re-print another copy and have the Co-Chairman, Curt Smith sign.

Once signed, Deanna will courier to us for the Clerk to attest.

After attesting, I will send a copy of the Bill of Sale to all "cc's" on the May 17, 2016 TammyGram.

If I have confused anyone at this point, please feel free to contact me with any questions.

Thank you all!

*Deborah Thomas*  
Administrative Assistant  
Clerk to the Board  
(321)637-2001 ext. 49433  
[Deborah.thomas@brevardclerk.us](mailto:Deborah.thomas@brevardclerk.us)



*\*6/9/16 - Per Deanna -  
sending today!  
She wants original sent  
back to her -*

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That BREVARD COUNTY, Florida, a political subdivision of the state of Florida, hereinafter called "Seller," and in consideration of the amount of \$1.00 (One Dollar) and other good and valuable consideration, to them in hand paid by the CITY OF COCOA, Florida, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter call "City," the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these present do grant, bargain, sell, transfer and deliver unto the said "City," its successors and assigns, the following described property, assets and rights, to wit:

All of the waterlines, water mains, backflow preventer, appurtenances, and associated structures thereto located within the limits of Exhibit "A" attached hereto.

And all appurtenances thereto and including any off-site water mains and all appurtenances thereto located in the streets, right-of-way, roads, alleys and easements; or any other incidental structures or improvements which are physically connected to or may be reasonably considered part of the aforesaid improvements whether specifically referred to or not in the "As-Built" and/or "Construction" plans:

TO HAVE AND TO HOLD all the foregoing unto the City, its successors and assigns, for its own use forever, free, clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the City, its successors and assigns, that they are the lawful owner of the above described personal property and assets; that said Seller has good right to sell personal property and assets.


IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be signed and sealed on this 17<sup>th</sup> day of May, 2016.

ATTEST:

  
\_\_\_\_\_  
Scott Ellis, Clerk to the Board

Brevard County Board of County Commissioners

By:

  
Curt Smith, Vice-Chairman

As approved by the Board: May 17, 2016  
Agenda Item # 11.A.15

# LEGAL DESCRIPTION

## PARCEL 802

PARENT PARCEL ID#: 24-35-16-00-00002.0-0000.00

PURPOSE: WATER LINE & INGRESS/EGRESS EASEMENT

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

SEE SURVEYOR'S NOTE #1

### LEGAL DESCRIPTION: PARCEL 802, WATER LINE & INGRESS/EGRESS EASEMENT (BY SURVEYOR)

A PARCEL OF LAND LOCATED WITHIN SECTION 16, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:








COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE NORTH 00° 00' 19" WEST ALONG THE EAST LINE OF SAID SECTION 16 FOR A DISTANCE OF 1060.88 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89° 59' 41" WEST FOR A DISTANCE OF 75.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF ADAMSON ROAD, A 150-FOOT WIDE RIGHT OF WAY, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 89° 59' 41" WEST FOR A DISTANCE OF 37.26 FEET; THENCE NORTH 00° 00' 19" WEST FOR A DISTANCE OF 15.00 FEET; THENCE NORTH 89° 59' 41" EAST FOR A DISTANCE OF 37.26 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 00° 00' 19" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; CONTAINING 558 SQUARE FEET (0.013 ACRES), MORE OR LESS.

UNLESS OTHERWISE INDICATED ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LAND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, AGREEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD. THE SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS.

### SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A SURVEY OF ANY TYPE BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE 0901, NORTH AMERICAN DATUM OF 1983 AND READJUSTED IN 2011(NAD83(2011)), REFERENCED TO THE EAST LINE OF SAID SECTION 16 AS BEING NORTH 00° 00' 19" WEST.
3. NO INSTRUMENTS OF RECORD AND/OR TITLE COMMITMENT REFLECTING OWNERSHIP, ENCUMBRANCES OF EXISTING EASEMENTS, RIGHTS OF WAY, OR RESTRICTIONS OF RECORD WERE PROVIDED TO THIS SURVEYOR.

### LEGEND

-  WATER LINE & INGRESS/EGRESS EASEMENT LINE
-  SECTION LINE
-  RIGHT OF WAY LINE
-  EXISTING UTILITY EASEMENT LINE
-  STORM PIPE
-  DENOTES WATER LINE & INGRESS/EGRESS EASEMENT
-  DENOTES SECTION CORNER

### ABBREVIATIONS

- GV = GATE VALVE
- ID = IDENTIFICATION
- F = FIRE LINE
- ORB = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE
- RCP = REINFORCED CONCRETE PIPE
- R/W = RIGHT OF WAY
- SQ. FT. = SQUARE FEET
- TOB = TOP OF BANK
- UE = UNDERGROUND -ELECTRIC
- W = WATERLINE
- WM = WATER MAIN
- WUP = WOOD UTILITY POLE



PREPARED FOR: BREVARD COUNTY  
SOLID WASTE DEPARTMENT  
DAVE TRAFTON, CONSTRUCTION SUPERVISOR

MICHAEL J. SWEENEY, PSM 4870  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION  
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VERA, FLORIDA 32940  
PHONE: (321) 633-2080



DRAWN BY: M. CORNELL

CHECKED BY: M. J. SWEENEY

PROJECT NO. 15-10-007-4

DATE: FEBRUARY 11, 2016

SHEET: 1 OF 2

REVISIONS

DATE

DESCRIPTION

SECTION 16  
TOWNSHIP 24 SOUTH  
RANGE 35 EAST

# SKETCH OF DESCRIPTION

## PARCEL 802

PARENT PARCEL ID#: 24-35-16-00-00002.0-0000.00  
 PURPOSE: WATER LINE & INGRESS/EGRESS EASEMENT

EXHIBIT "A"

SHEET 2 OF 2  
 NOT VALID WITHOUT SHEET 1 OF 2

**THIS IS NOT A SURVEY**

SEE SURVEYOR'S NOTE #1

SOUTHEAST 1/4 OF SECTION 16,  
 TOWNSHIP 24 SOUTH, RANGE 35 EAST

(CENTRAL DISPOSAL FACILITY SITE)  
 OWNER: BREVARD COUNTY -  
 DEPARTMENT OF SOLID WASTE

APPROXIMATE  
 EDGE OF  
 PAVEMENT

WEST RIGHT OF  
 WAY LINE OF  
 ADAMSON ROAD

10" CONCRETE  
 HEADWALL



EAST LINE OF SECTION  
 16, TOWNSHIP 24  
 SOUTH, RANGE 35 EAST

GRAPHIC SCALE



( IN FEET )  
 1 inch = 20 ft.

ENTRANCE ROAD

TO CENTRAL DISPOSAL  
 FACILITY SITE SCALE HOUSE

N00°00'19"W

36" RCP STORM

**PARCEL 802**  
 WATER LINE &  
 INGRESS/EGRESS  
 EASEMENT  
 (559± SQ. FT.)  
 (0.013± ACRES)

DOUBLE DETECTOR  
 CHECK VALVE WITH  
 CONCRETE PAD

APPROXIMATE  
 EDGE OF  
 PAVEMENT

UNDERGROUND  
 ELECTRIC

FIRE LINE  
 WATERLINE

N00°00'19"W  
 15.00'

N89°59'41"E  
 37.26'

S00°00'19"E  
 15.00'

WATERMAIN

10.00'

WUP W/ CONDUIT  
 EXISTING UTILITY  
 EASEMENT (FPL)  
 (PER ORB 7413,  
 PAGE 1866)

S89°59'41"W  
 37.26'

WATER METER

S89°59'41"W 75.00'

POINT OF  
 BEGINNING

SOUTHEAST CORNER  
 OF PARCEL 802

10" CONCRETE  
 HEADWALL

10" CONCRETE  
 HEADWALL

75'

POINT OF COMMENCEMENT

SOUTHEAST CORNER OF SECTION 16,  
 TOWNSHIP 24 SOUTH, RANGE 35 EAST  
 FOUND BOLT (NO ID) IN PAVEMENT  
 CUT 6"± DEEP

CENTERLINE OF R/W  
 AND SECTION LINE

ADAMSON ROAD  
 (150' RIGHT OF WAY)

BEARING BASIS  
 N00°00'19"W 1060.85'



PREPARED BY: BREVARD COUNTY PUBLIC WORKS  
 SURVEYING AND MAPPING DIVISION  
 ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,  
 VERA, FLORIDA 32940  
 PHONE: (321) 633-2080

SCALE:  
 1" = 20'  
 PROJECT NO.:  
 15-10-007-4

SECTION 16  
 TOWNSHIP 24 SOUTH  
 RANGE 35 EAST

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# LOCATION MAP

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SEC:16 TWP: 24 S. RNG: 35 E. DISTRICT:1

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STREET NAME: 2250 ADAMSON ROAD, COCOA

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OWNER'S NAME: BREVARD COUNTY (SOLID WASTE DEPARTMENT)

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## PROPERTY FACT SHEET

### PROJECT: CENTRAL DISPOSAL FACILITY/LANDFILL CITY OF COCOA WATER LINE & INGRESS/EGRESS EASEMENT AGREEMENT

OWNER:	Brevard County (Solid Waste Management Department)
PARCEL LOCATION:	2250 Adamson Road, Cocoa, 32926
PARCEL SIZE:	957.15 Acres
EASEMENT AREA:	559 Square Feet
ZONING/LANDUSE:	Brevard County (Government) Owned Property
TOPOGRAPHY:	Level with road grade, no wetlands indicated
FLOOD ZONE:	X (outside 500-year flood)
TAX PARCEL ID#:	24-35-16-00-00002.0-0000.00
MARKET VALUE: (Property Appraiser's Records)	\$4,505,940.00
PUBLIC UTILITIES:	All utilities available
PROPERTY TRANSACTION:	This property has been under Brevard County ownership since July 1, 1966 OR Book 0886 / Page 0412.