



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.6.

3/8/2022

Subject:

Approval, Re: Resolution and Off System Right of Way Acquisition Agreement Between State of Florida, Department of Transportation, Brevard County and the City of West Melbourne for the Ellis Road Widening Project- District 5.

Fiscal Impact:

None

Dept/Office:

Public Works Department / Land Acquisition

Requested Action:

It is requested that the Board of County Commissioners: 1) adopt and authorize the Chair to execute the attached Resolution, 2) authorize the Chair to execute the attached Off System Right of Way Acquisition Agreement, 3) approve and authorize the Chair to execute any necessary contract-related documents and Resolutions for the Ellis Road Widening project contingent upon review by the County Attorney's Office, Risk Management and Purchasing Services, and 4) approve any necessary Budget Change Requests associated with this request.

Summary Explanation and Background:

The attached Resolution authorizes the execution of the Off System Right of Way Acquisition Agreement (Agreement) with the State of Florida, Department of Transportation (Department) for St Johns Heritage Parkway/Ellis Road from John Rodes Boulevard to west of Wickham Road Financial Management number 426905-4-43-01 (Project). It is located in Sections 25, 26, 34, 35, 36, Township 27 South, Range 36 East, on Ellis Road from John Rodes Boulevard to Wickham Road.

The Agreement is between the Department, Brevard County and the City of West Melbourne. In regular meeting before the City Council on February 15, 2022, the City of West Melbourne approved Resolution No. 2022-06. The Agreement allows for countersigning by the Parties. The Department also entered into a separate agreement with the City of Melbourne for City-owned parcels in regular meeting before the City Council on February 8, 2022, and approved Resolution No.4072. For the construction phase related to the City parcels, a separate Interlocal Agreement between the City of Melbourne and Brevard County is forthcoming.

The State of Florida Legislature has approved and mandated the Department to complete various work projects in their work program that includes this Project. It is in the best interest for the Department to act on Brevard County's behalf as well as the City of Melbourne and the City of West Melbourne (the Parties) in completing all aspects of the acquisition of real property necessary for the Project to be constructed through voluntary acquisition and, if necessary to complete the Project, through the use of eminent domain. Federal

funds will be used on the Project and as a result, upon completion of the Project, the respective Parties agree to ensure maintenance of those portions of the Project that will be located within their respective jurisdictional limits. Brevard County shall be responsible for the maintenance of the West Segment of the Project with the exception of the City of Melbourne's parcels, and the City of West Melbourne shall be responsible for the East Segment of the Project. The Department will acquire the parcels as identified on the latest project Right of Way map (as amended) in the name of the respective local government that owns the underlying real estate. Once the Department certifies that all right of way has been acquired and cleared, the respective local governments will be solely responsible to ensure maintenance of all of the right of way, including all parcels and all right of way acquired pursuant to the attached Agreement.

The User Department approves this request.

This Agreement has been reviewed and approved by County Attorney's Office, Risk Management, and Purchasing Services, in accordance with Administrative Order 29. This Agreement follows the policies and procedures as set forth in Administrative Order 37.

Clerk to the Board Instructions:

Upon execution by the Chair, Public Works Department will contact the Clerk's office to make arrangements to pick up the original executed Resolution with Exhibits and the original Off System Right of Way Acquisition Agreement with Exhibits.

BOARD OF COUNTY COMMISSIONERS

AGENDA REVIEW SHEET

AGENDA: Resolution and Off System Right of Way Acquisition Agreement between State of Florida, Department of Transportation, Brevard County and the City of West Melbourne for the Ellis Road Widening Project- District 5.

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lucy Hamelers, Land Acquisition Supervisor

CONTACT PHONE: 321-350-8336

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor		_____	<u>2.17.2022</u>
COUNTY ATTORNEY Alex Esseeesse Assistant County Attorney		_____	<u>2/17/22</u>



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

March 9, 2022

MEMORANDUM

TO: Marc Bernath, Public Works Director

RE: Item F.6., Resolution and Off System Right of Way Acquisition Agreement Between State of Florida, Department of Transportation (FDOT), Brevard County, and the City of West Melbourne for the Ellis Road Widening Project

The Board of County Commissioners, in regular session on March 8, 2022, adopted Resolution 22-022, authorizing the execution of Off System Right of Way Acquisition Agreement between FDOT, Brevard County, and City of West Melbourne for the Ellis Road Widening Project; approved and authorized the Chair to execute any necessary contract-related documents and resolutions for the Ellis Road Widening Project contingent upon review by the County Attorney's Office, Risk Management, and Purchasing Services; and approved any necessary Budget Change Requests associated with this request. Enclosed are fully-executed Resolution and Off System Right of Way Acquisition Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell
Kimberly Powell, Clerk to the Board

/tr

Encls. (2)

cc: Contracts Administration

RESOLUTION NO. 2022- 022

A Resolution Authorizing the Execution of the Off System Right of Way Acquisition Agreement with State of Florida, Department of Transportation, and Brevard County and the City of West Melbourne for St. Johns Heritage Parkway/Ellis Road from John Rodes Boulevard to West of Wickham Road for the Ellis Road Widening Project (FM 426905-4-43-01).

Whereas, the State of Florida, Department of Transportation, ("F.D.O.T.") Brevard County, and the City of West Melbourne ("West Melbourne") desire to facilitate the widening of Ellis Road; and

Whereas, it is in the best interest of the F.D.O.T., Brevard County, and West Melbourne for the F.D.O.T. to act on behalf of Brevard County in completing all aspects of any portion of the Project not on the State Highway System, including, but not necessarily limited to the acquisition of real property through voluntary acquisition and through the use of the power of eminent domain, if necessary, to complete this Project as authorized by §336.467, Florida Statutes; and

Whereas, the F.D.O.T. has requested Brevard County to execute and deliver to the F.D.O.T. the Off System Right of Way Agreement for the aforementioned project, FM 426905-4-43-01, to allow the F.D.O.T. to act on behalf of Brevard County.

Now, therefore, be it resolved by Brevard County, through Kristine Zonka, Chair of the Board of County Commissioners of Brevard County, Florida, who is hereby authorized to make, execute, and deliver to the F.D.O.T. the Off System Right of Way Acquisition Agreement for the aforementioned project, FM 426905-4-43-01, allowing the F.D.O.T. to act on behalf of Brevard County.

DONE AND RESOLVED this 8th day of March, 2022.

ATTEST:


Rachel Sadoff, Clerk

BREVARD COUNTY, FLORIDA


Kristine Zonka, Chair

As approved by the Board on March 8, 2022

OFF SYSTEM RIGHT OF WAY ACQUISITION AGREEMENT
Between
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
("DEPARTMENT")
and
BREVARD COUNTY, FLORIDA, a political
subdivision of the State of Florida
("BREVARD COUNTY")
and
THE CITY OF WEST MELBOURNE, an incorporated
Municipality under the laws of the State of Florida
("CITY OF WEST MELBOURNE")

WHEREAS, the State of Florida Legislature has approved and mandated the DEPARTMENT to complete the various projects included in the DEPARTMENT'S Work Program; and

WHEREAS, included in the DEPARTMENT'S Work Program is Project Financial Management Number (FM#) 426905-4-43-01 ("Right of Way Acquisition for St. Johns Heritage Parkway/Ellis Road from John Rodes Boulevard to west of Wickham Road") located in Brevard County, Florida, hereinafter referred to as the "Project", all of which is not on the State Highway System; and

WHEREAS, the parties hereto agree that it is in the best interest of the DEPARTMENT and of BREVARD COUNTY and the CITY OF WEST MELBOURNE, collectively referred to as the LOCAL GOVERNMENTS, for the DEPARTMENT to act on behalf of the LOCAL GOVERNMENTS in completing all aspects of any portion of the Project not on the State Highway System, including, but not necessarily limited to the acquisition of real property necessary for the Project to be constructed through voluntary acquisition and through the use of the power of eminent domain, if necessary, to complete this Project as authorized by Section 336.467, Florida Statutes; and

NOW THEREFORE,

1. The parties agree that the DEPARTMENT shall undertake and complete project FM# 426905-4-43-01, generally described as "Right of Way Acquisition for St. Johns Heritage Parkway/Ellis Road from John Rodes Boulevard to west of Wickham Road", hereinafter "Project". The Project shall include the tasks described in Exhibit "A" hereto and all other tasks associated with or arising out of the tasks listed therein. The LOCAL GOVERNMENTS shall fully cooperate with and shall support the DEPARTMENT'S work efforts in these regards. The LOCAL GOVERNMENTS hereby grant to the DEPARTMENT, its Contractors, representatives, employees, and agents, the right to enter onto each LOCAL GOVERNMENT'S respective property to accomplish the tasks required by the Project. This right of entry shall continue in full force and effect throughout the time that the Project is ongoing. BREVARD COUNTY shall have final decision-making authority with respect to the design and construction of the Project. The DEPARTMENT shall have final decision-making authority with respect to the acquisition of

property necessary for this Project. The DEPARTMENT will commence the acquisition process upon this agreement being fully executed and once the design plans and Right of Way Map Section 70000, F.P. 426905-2, Ellis Road (Brevard County) are complete and the documents have been delivered to the DEPARTMENT's Right-of-Way Manager.

2. The LOCAL GOVERNMENTS by virtue of the formal resolutions approving this agreement, consent to and authorize the DEPARTMENT to act on behalf of, for the benefit of, and in the name of the LOCAL GOVERNMENTS, respectively, and to further do all acts necessary to acquire all necessary right(s)-of-way to construct the Project, attached hereto as Exhibit "B". Any and all right(s)-of-way for the portion of the Project not located on the State Highway System will be acquired in the name of the LOCAL GOVERNMENTS, respectively, based on the existing ownership of that segment of the Project. In this regard, the segment of the Project from John Rodes Boulevard to just west of Technology Drive, as reflected on the attached Right of Way Map of Brevard County, herein the "West Segment", shall be acquired in the name of and for the benefit of BREVARD COUNTY, less and except the parcels titled to the CITY OF WEST MELBOURNE. The segment of the Project from the east end of the West Segment to just west of Wickham Road as reflected on the attached Right of Way Map of Brevard County, herein the "East Segment", shall be acquired in the name of and for the benefit of the CITY OF WEST MELBOURNE. The Right of Way Map is attached hereto as Exhibit "C" and incorporated herein by this reference.
3. The LOCAL GOVERNMENTS acknowledge that the DEPARTMENT will be utilizing federal funds on the Project and, as a result thereof, upon completion of the Project, the respective LOCAL GOVERNMENTS agree to ensure maintenance of those portions of the Project that will be located within the jurisdictional limits of St. Johns Heritage Parkway/Ellis Road from John Rodes Boulevard to west of Wickham Road in perpetuity. BREVARD COUNTY shall be responsible for the maintenance of the West Segment of the Project, and the CITY OF WEST MELBOURNE shall be responsible to maintain the East Segment of the Project. Nothing herein shall be deemed to preclude the transfer of the jurisdiction and the responsibility for operation and maintenance of Ellis Road in the future. The assignment of maintenance of each segment described herein shall control over the Local Agency Program agreement previously signed by Brevard County which assigned maintenance responsibility of the entire Project to Brevard County.
4. The LOCAL GOVERNMENTS acknowledge and agree that the right(s)-of-way and the existing improvements, facilities, and structures on St. Johns Heritage Parkway/Ellis Road from John Rodes Boulevard to west of Wickham Road are and will remain under the ownership of the respective LOCAL GOVERNMENT as described above. The LOCAL GOVERNMENTS agree that any real property interests that the DEPARTMENT may need to acquire to undertake and to complete the Project will be acquired by the DEPARTMENT for the benefit, use, and ownership of the respective LOCAL GOVERNMENT that owns the underlying fee interest in the real estate on which Ellis Road exists. All parcels will be acquired by the DEPARTMENT in the name of the respective LOCAL GOVERNMENT. All parcels acquired in the name of the respective LOCAL GOVERNMENT will be owned and will be maintained by the respective LOCAL GOVERNMENT after the DEPARTMENT has certified that the right of way has been cleared, or

until otherwise transferred or conveyed by the LOCAL GOVERNMENT to another local government.

5. The DEPARTMENT and the LOCAL GOVERNMENTS shall cooperate with each other and keep each other well informed of the work efforts and progress hereunder, including the DEPARTMENT providing the recording information associated with the acquisition of the real property that are acquired for the Project.

6. This Agreement shall become effective as of the date all three parties hereto have executed the Agreement and shall continue in full force and effect until the acquisition of the real property has been completed as described herein. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to, budgetary and cost considerations.

7. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENTS to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENTS in conjunction with this Agreement except for the obligation of the LOCAL GOVERNMENTS to maintain the Project and said Agreement shall be perpetual as to that obligation.

8. If any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the LOCAL GOVERNMENTS to enter into this Agreement or to undertake the Project, the LOCAL GOVERNMENTS will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

9. It is understood that the DEPARTMENT'S participation in said Project is subject to:

a.) Legislative approval of the DEPARTMENT'S appropriation request in the work program year that the Project is scheduled; and

b.) Availability of funds based on the following limitations:

i.) The DEPARTMENT'S performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature. If the DEPARTMENT'S funding for this Project is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

ii.) In the event this Agreement is in excess of \$25,000.00 and has a term of a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller

of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executor only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT, which are for an amount in excess of \$25,000.00 and which have term for a period of more than one (1) year.”

10. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

11. Each LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- a.) All persons employed by each LOCAL GOVERNMENT during the term of the Contract to perform employment duties within Florida; and
- b.) All persons, including, subcontractors, assigned by each LOCAL GOVERNMENT to perform work pursuant to the contract with the DEPARTMENT.

12. All general notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, express mail or electronic mail (e-mail) and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this Agreement. Unless otherwise notified in writing, notices shall be sent to the following:

To the LOCAL GOVERNMENTS:

Brevard County
Attn: Tammy Thomas-Wood, Support Services Manager
2725 Judge Fran Jamieson Way
Viera, Florida 32940
Tammy.Thomas-Wood@brevardfl.gov

City of West Melbourne
Attn: Scott Morgan, City Manager
2240 Minton Road
West Melbourne, Florida 32904

To the DEPARTMENT:

State of Florida, Department of Transportation
District Five- Local Programs
719 South Woodland Boulevard, M.S. 4-520

DeLand, Florida 32720
D5-LocalPrograms@dot.state.fl.us

13. The LOCAL GOVERNMENTS and the DEPARTMENT shall each be solely responsible for the negligent or wrongful acts of its respective employees and agents acting within the scope of their employment. Further, each party shall bear its own costs of every name and description, including attorneys' fees, arising from, or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by its employees and agents acting within the scope of their employment. However, nothing contained herein shall constitute a waiver by the LOCAL GOVERNMENTS and the DEPARTMENT of its sovereign immunity or waiver or modification of Section 768.28, Florida Statutes.

14. No modification of this Agreement shall be binding on the Parties unless reduced to writing and signed by a duly authorized representative of the Parties.

15. In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

16. The individual identified as the person to receive notice hereunder shall be the point of contact to coordinate engineering decisions relating to the respective LOCAL GOVERNMENTS' roadways as described in Exhibit "A", Scope of Services, associated with the design, right of way acquisition, and construction of the Project. Input will be considered by BREVARD COUNTY, but BREVARD COUNTY shall have final decision-making authority as it pertains to design and construction of the Project. The individuals identified below shall have the authority to receive notice and to act on behalf of the LOCAL GOVERNMENTS and the DEPARTMENT, respectively, under the terms of this Agreement.

To the LOCAL GOVERNMENTS:
Brevard County
Attn: Rachel Gerena, P.E., Engineering Manager
2725 Judge Fran Jamieson Way, Suite A-204
Viera, Florida 32940

City of West Melbourne
Attn: Scott Morgan, City Manager
2240 Minton Road
West Melbourne, Florida 32904

To the DEPARTMENT:
State of Florida, DEPARTMENT of Transportation
C. Jack Adkins, Director of Transportation Development
719 South Woodland Boulevard
DeLand, Florida 32720

17. Counterparts. This Amendment may be executed in counterparts, and all counterparts together shall be construed as one document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited, by the signatures below.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

Name: C. Jack Adkins

Title: Director of Transportation Development

Date: _____

DEPARTMENT Legal Review:

By: Daniel L. McDermott
Attorney

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

See Attached Signature Page

**CITY OF WEST MELBOURNE
CITY COUNCIL**

See Attached Signature Page

FM #426905-4-43-01
Page 7

Off System Right-of-Way Acquisition Agreement between State of Florida, Department of
Transportation, and Brevard County, Florida, and the City of West Melbourne
FM# 426905-4-43-01

Signature Page: Brevard County, Florida

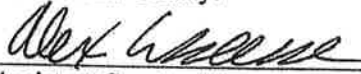
By: 
Kristine Zonka, Chair

As approved by the Board on 3 / 8 / 2022

Attest:

By: 
Rachel Sadoff, Clerk

Reviewed for legal form and content
for Brevard County:


Assistant County Attorney

Off System Right-of-Way Acquisition Agreement between State of Florida, Department of
Transportation, and Brevard County, Florida, and the City of West Melbourne
FM# 426905-4-43-01

CITY OF WEST MELBOURNE, a chartered
municipal corporation

ATTEST:

Hal Rose

Hal J. Rose, Mayor

Cynthia Hanson

Cynthia Hanson, City Clerk



As approved by Council on: February 15, 2022

Reviewed for legal form and sufficiency:

Morris Richardson

Morris Richardson, City Attorney

EXHIBIT "A" SCOPE OF SERVICES

The DEPARTMENT has committed to performing the Right of Way acquisition phase for the LOCAL GOVERNMENTS using federal funding for Project FM# 426905-4-43-01 (St. Johns Heritage Parkway/Ellis Road from John Rodes Boulevard to west of Wickham Road) located in Brevard County, Florida, a Project not on the State Highway System. For the LOCAL GOVERNMENTS to meet all federal requirements and be eligible for obtaining federal funds if they become available for other phases of the Project, the Right of Way acquisition phase must be performed in accordance with federal requirements. Since the LOCAL GOVERNMENTS do not have the resources to perform this phase of the Project, the DEPARTMENT has agreed to fund and perform all required services associated with the acquisition of right of way for the Project.

The DEPARTMENT will acquire those parcels identified in the Right of Way Map, Section 70000, F.P. 426905-2, Ellis Road (Brevard County). The DEPARTMENT will acquire the real estate interests in the name of the respective LOCAL GOVERNMENT that owns the underlying real estate on which Ellis Road exists as reflected on the right of way maps herein referenced. The DEPARTMENT will take all steps necessary to certify that the right of way is "clear", which includes demolition of any structures and removal of any improvements that are located within the area of acquisition. Once the DEPARTMENT certifies that all right of way has been acquired and cleared and the Project is certified as clear by the DEPARTMENT'S Right of Way Manager, the respective LOCAL GOVERNMENT will be solely responsible to ensure maintenance of all of the right of way for Ellis Road, including all parcels and all right of way acquired pursuant to this Agreement unless and until some of the real property is transferred or conveyed to another local government.

The remainder of this page intentionally left blank.

EXHIBIT "B" RESOLUTION

The respective LOCAL GOVERNMENT Resolution(s), or other official authorization(s), authorizing entry into this Agreement are attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

RESOLUTION NO. 2022-06

A RESOLUTION OF THE CITY OF WEST MELBOURNE, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE OFF SYSTEM RIGHT OF WAY ACQUISITION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, BREVARD COUNTY, AND THE CITY OF WEST MELBOURNE FOR ST. JOHNS HERITAGE PARKWAY/ELLIS ROAD FROM JOHN RODES BOULEVARD TO WEST OF WICKHAM ROAD FOR THE ELLIS ROAD WIDENING PROJECT (FM 426905-4-43-01); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation ("F.D.O.T."), Brevard County, and the City of West Melbourne (the "City") desire to facilitate the widening of Ellis Road, which is included in the work program Project Financial Management Number (FM#) 426905-4-43-01 located in Brevard County, Florida, hereinafter referred to as the "Project," all of which is not on the State Highway System; and

WHEREAS, it is in the best interest of the City for F.D.O.T. to act on behalf of the City in completing all aspects of any portion of the Project not on the State Highway System but located within the municipal boundaries of the City, including but not necessarily limited to the acquisition of real property through voluntary acquisition and through the use of the power of eminent domain, if necessary, to complete this Project as authorized by Section 336.467, Florida Statutes; and

WHEREAS, F.D.O.T. has requested the City to execute and deliver to F.D.O.T. the Off System Right of Way Agreement for the aforementioned project, FM 426905-4-43-01, to authorize F.D.O.T. to act on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST MELBOURNE, FLORIDA THAT:

SECTION 1. The foregoing recitals are true and correct and are incorporated in this Resolution by reference.

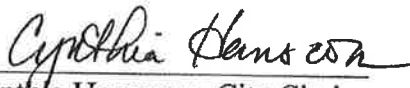
SECTION 2. The Off System Right of Way Acquisition Agreement is approved substantially in the form of the attached (the "Agreement").

SECTION 3. The Mayor is authorized to execute the Agreement for the aforementioned Project, FM 426905-4-43-01, allowing FDOT to act on behalf of the City in the acquisition of the parcels identified therein.

SECTION 4. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of West Melbourne, Brevard County, Florida, this 15th day of February, 2022.

ATTEST:

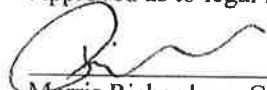

Cynthia Hanscom, City Clerk





Hal J. Rose, Mayor

Approved as to legal form and sufficiency:


Morris Richardson, City Attorney

Attachment: Off System Right of Way Acquisition Agreement

RESOLUTION NO. 2022-_____

A Resolution Authorizing the Execution of the Off System Right of Way Acquisition Agreement with State of Florida, Department of Transportation, and Brevard County and the City of West Melbourne for St. Johns Heritage Parkway/Ellis Road from John Rodes Boulevard to West of Wickham Road for the Ellis Road Widening Project (FM 426905-4-43-01).

Whereas, the State of Florida, Department of Transportation, ("F.D.O.T.") Brevard County, and the City of West Melbourne ("West Melbourne") desire to facilitate the widening of Ellis Road; and

Whereas, it is in the best interest of the F.D.O.T., Brevard County, and West Melbourne for the F.D.O.T. to act on behalf of Brevard County in completing all aspects of any portion of the Project not on the State Highway System, including, but not necessarily limited to the acquisition of real property through voluntary acquisition and through the use of the power of eminent domain, if necessary, to complete this Project as authorized by §336.467, Florida Statutes; and

Whereas, the F.D.O.T. has requested Brevard County to execute and deliver to the F.D.O.T. the Off System Right of Way Agreement for the aforementioned project, FM 426905-4-43-01, to allow the F.D.O.T. to act on behalf of Brevard County.

Now, therefore, be it resolved by Brevard County, through Kristine Zonka, Chair of the Board of County Commissioners of Brevard County, Florida, who is hereby authorized to make, execute, and deliver to the F.D.O.T. the Off System Right of Way Acquisition Agreement for the aforementioned project, FM 426905-4-43-01, allowing the F.D.O.T. to act on behalf of Brevard County.

DONE AND RESOLVED this 8th day of March, 2022.

ATTEST:

BREVARD COUNTY, FLORIDA

Rachel Sadoff, Clerk

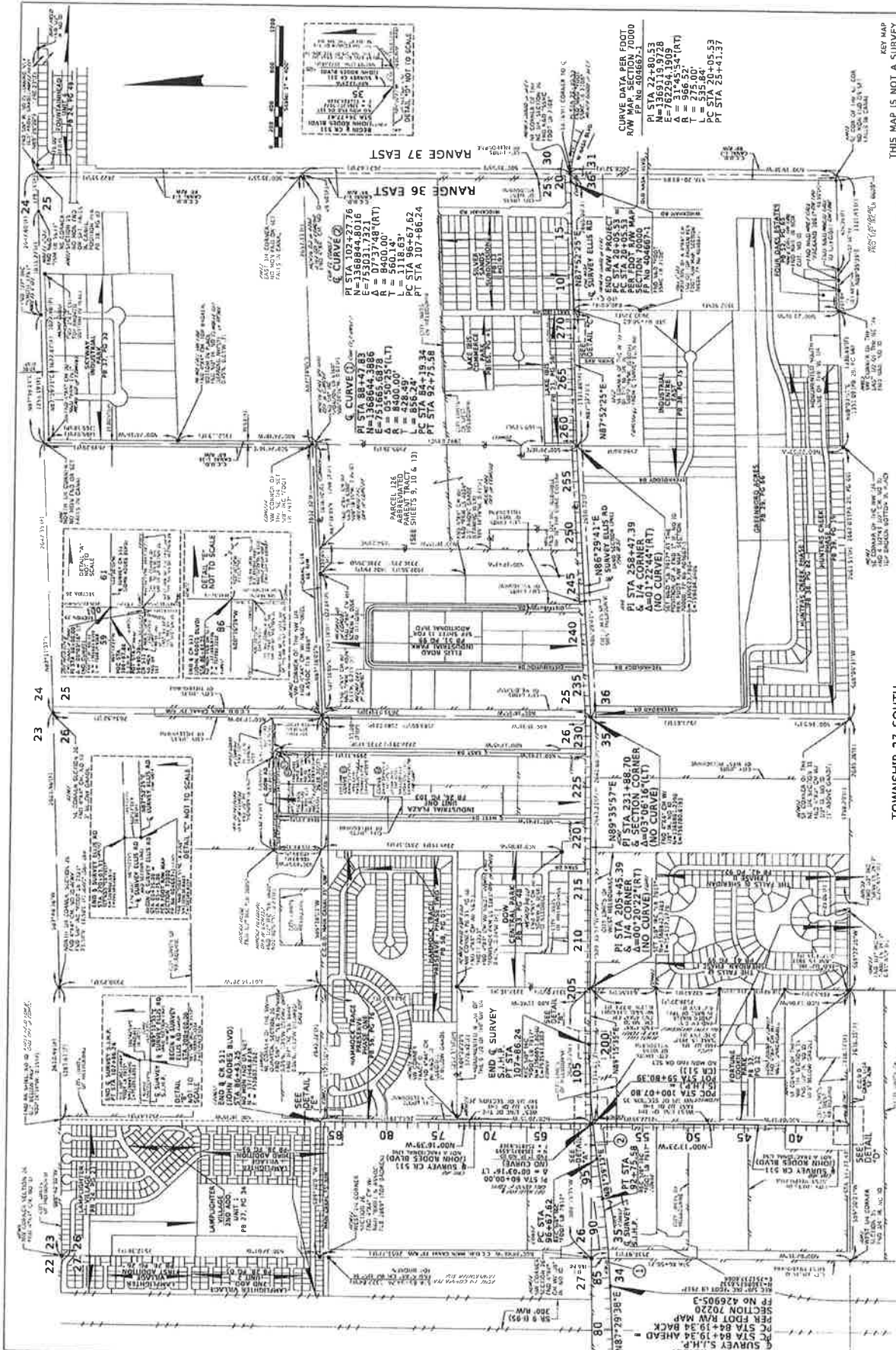
Kristine Zonka, Chair

As approved by the Board on March 8, 2022

EXHIBIT "C"
Right-of-Way Map

The Right-of-Way Map is attached and incorporated into this Agreement.

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THIS MAP IS NOT A SURVEY
KEY MAP

THIS MAP IS NOT A SURVEY
ELLIS RD FROM CR 511 (JOHN RODES BLVD) TO CR 509 (WICKHAM RD)

SECTION 70000

FED PROJ N/A

[illegible]

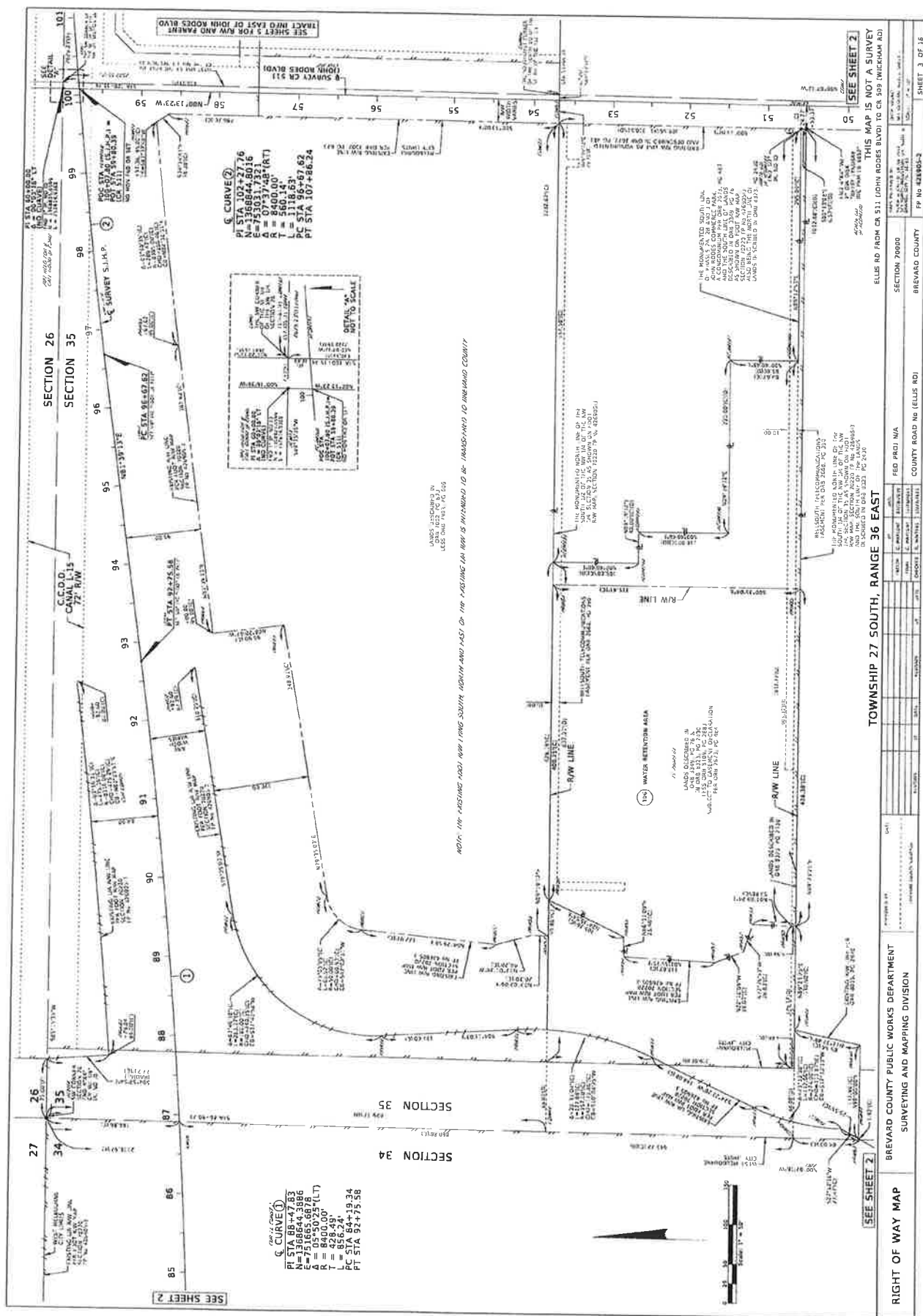
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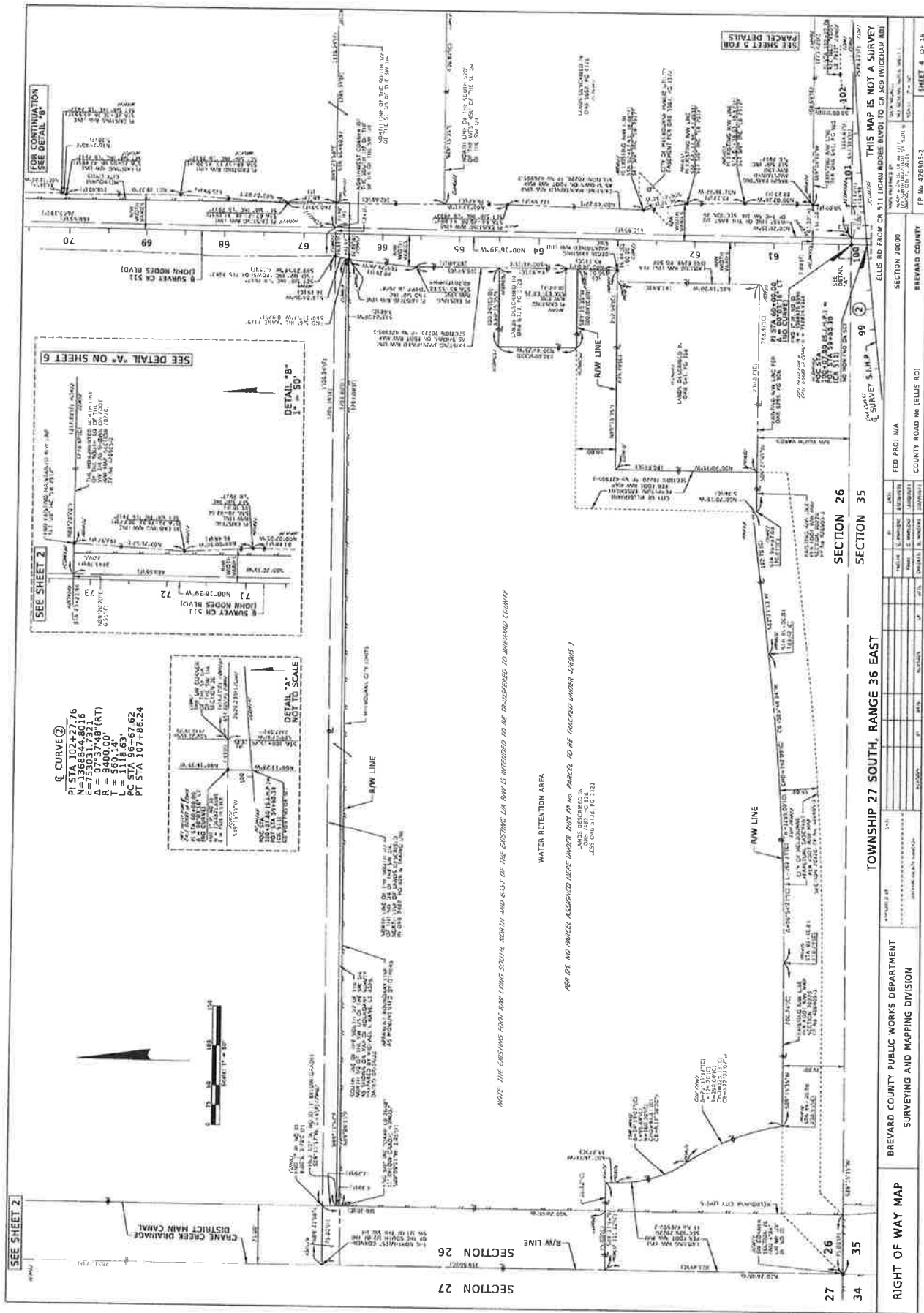
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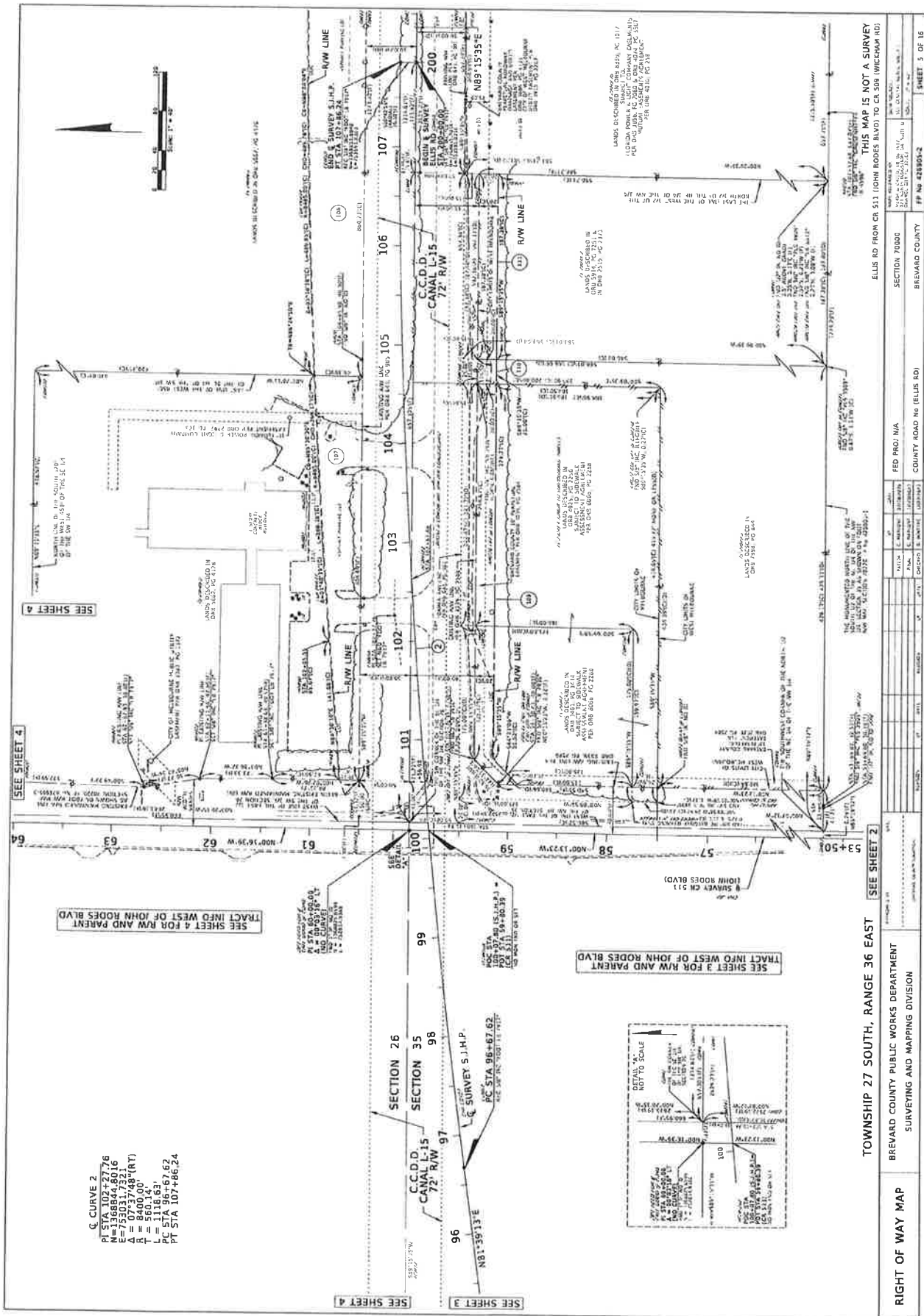
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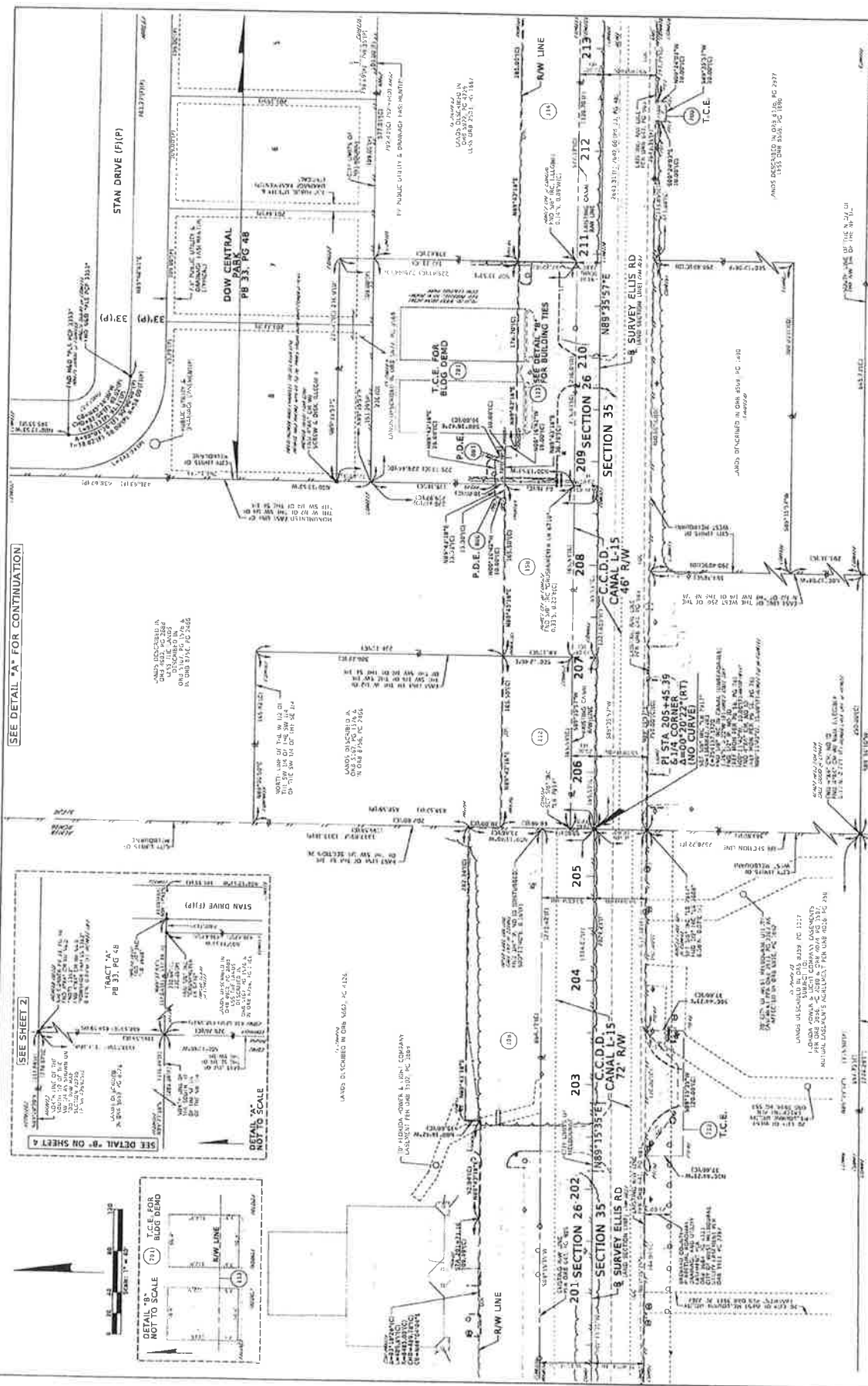
BREVARD COUNTY PUBLIC...

RIGHT OF WAY MAP









THIS MAP IS NOT A SURVEY
ELLIS RD FROM CR 511 (JOHN RODES BLVD) TO CR 509 (WICKHAM RD)

1

SEE SHEET 2 TOWNSHIP 27 SOUTH, RANGE 36 EAST

BREVARD COUNTY PUBLIC WORKS DEPARTMENT
SURVEYING AND MAPPING DIVISION

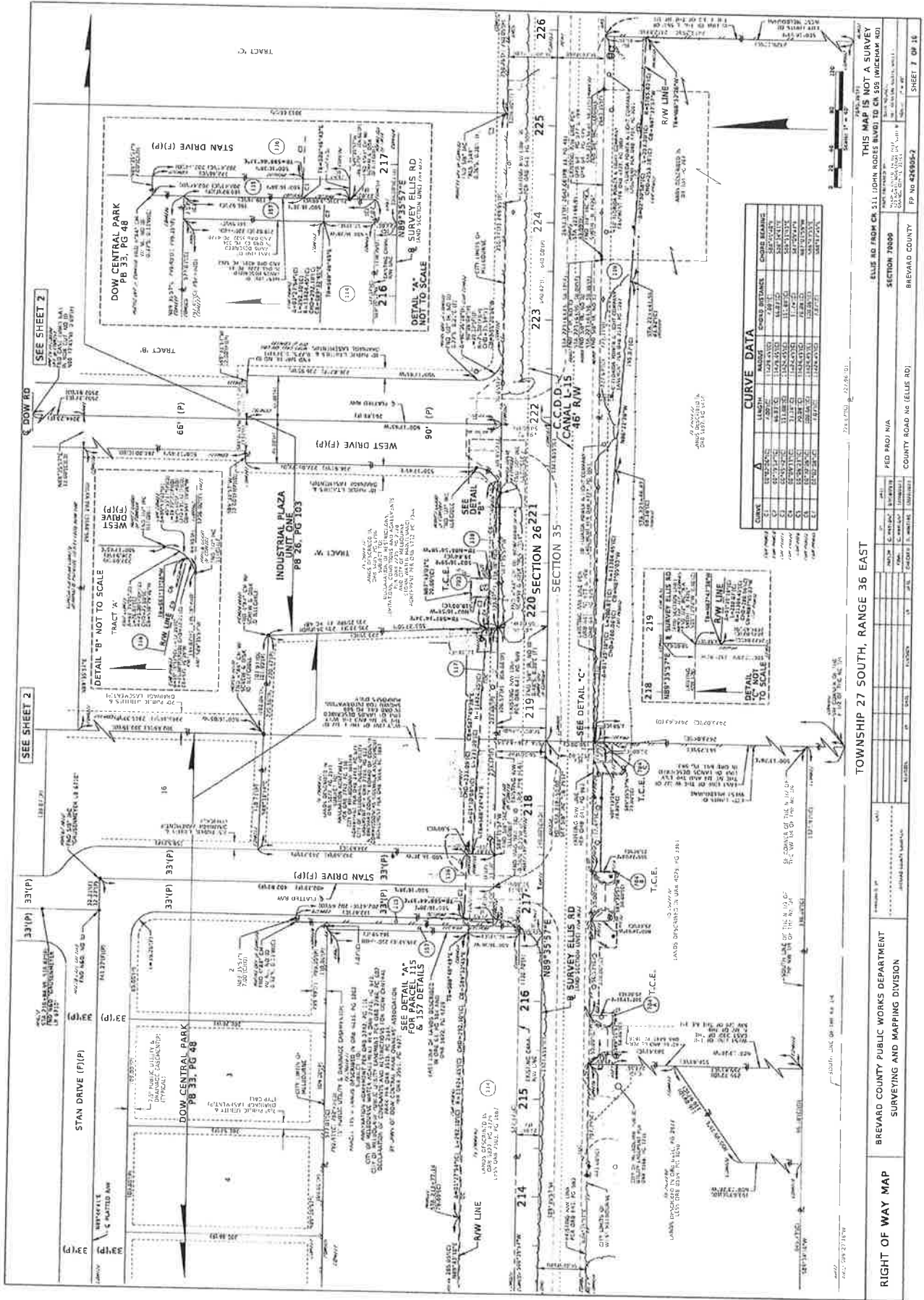
RIGHT OF WAY MAP

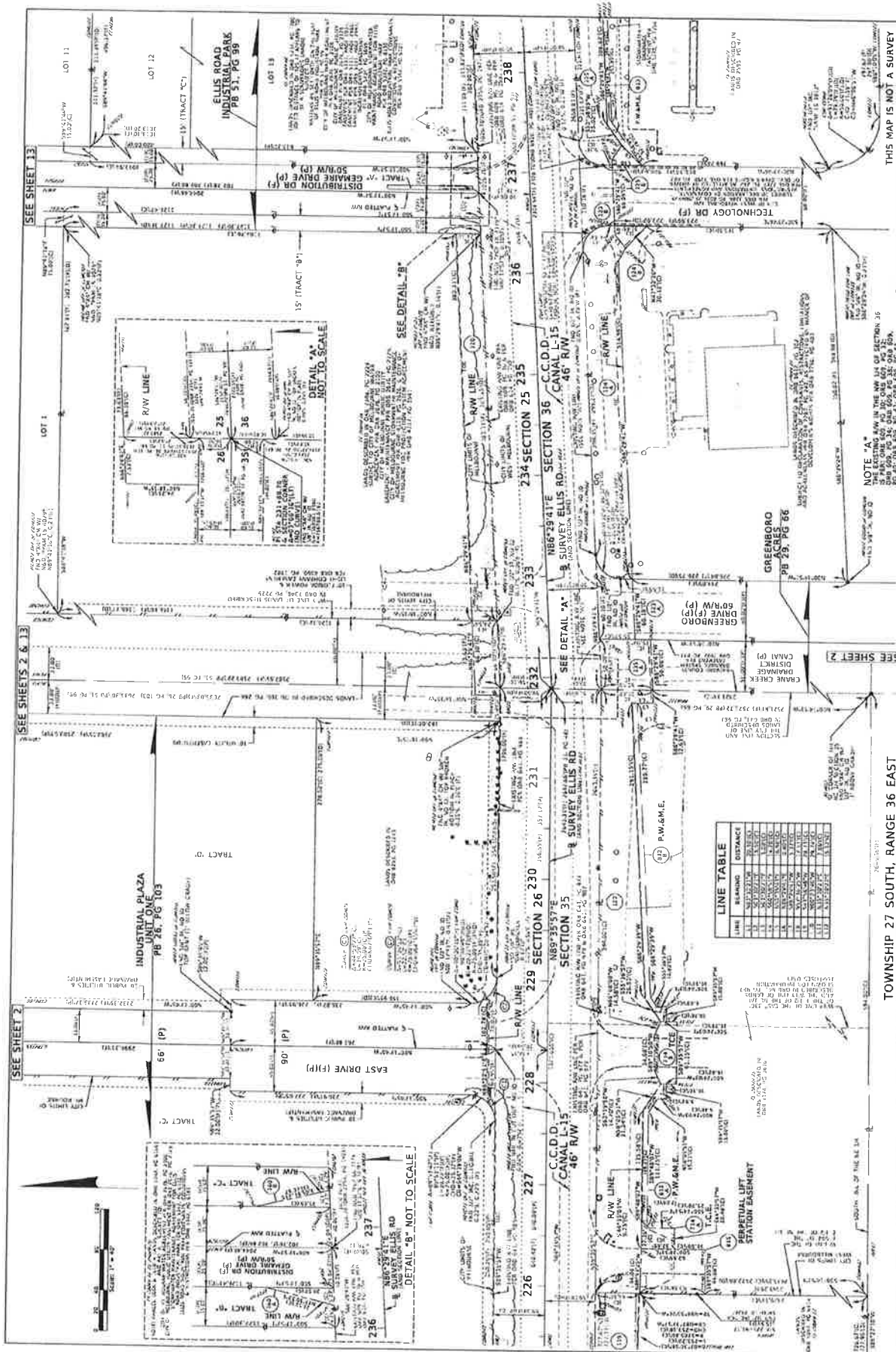
BREVARD COUNTY PUBLIC WORKS DEPARTMENT
SURVEYING AND MAPPING DIVISION

FED PROJ N/A

SECTION 70000

1990
 1991
 1992





TOWNSHIP 27 SOUTH, RANGE 36 EAST

THIS MAP IS NOT A SURVEY

RIGHT OF WAY MAP

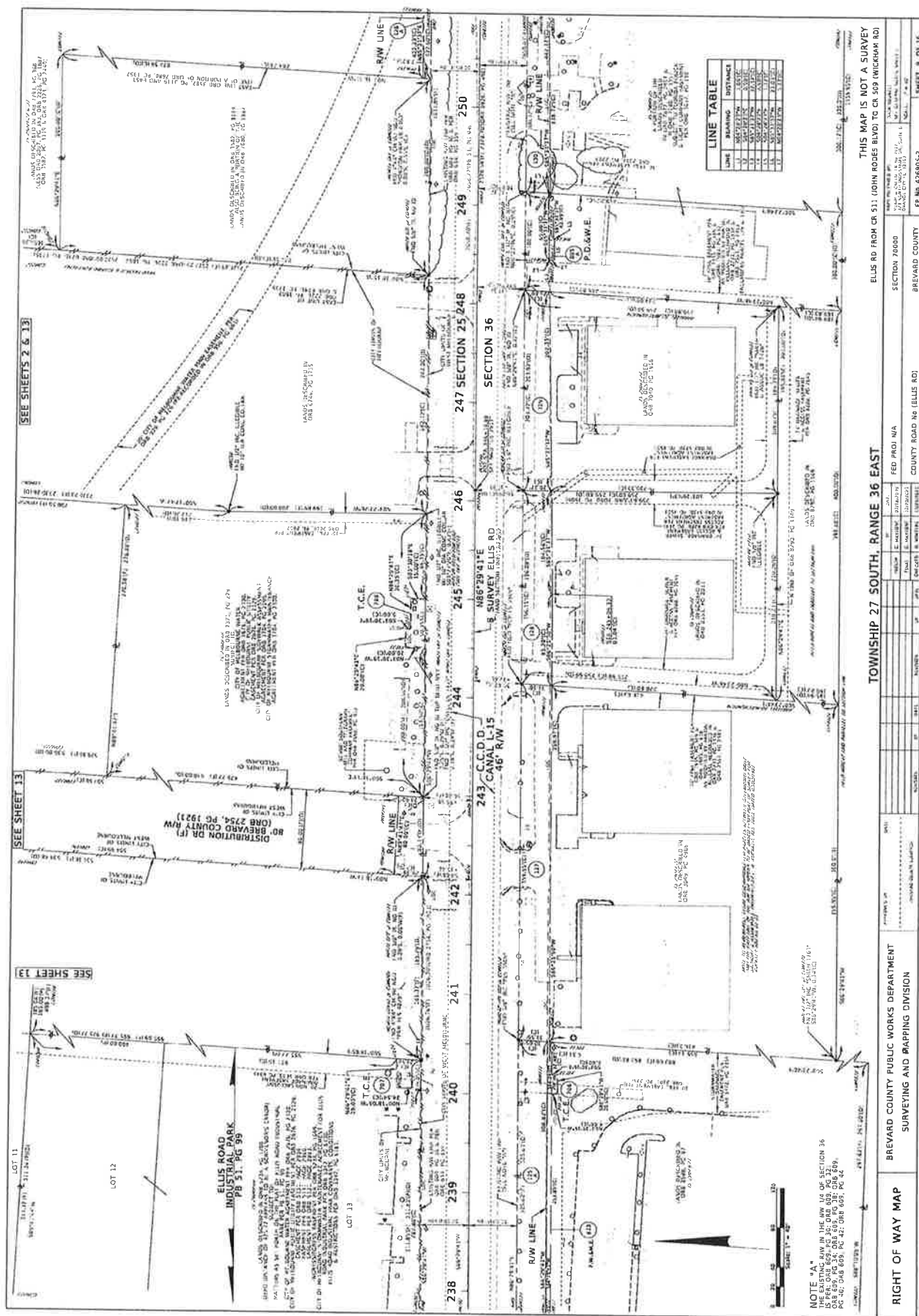
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SURVEYING AND MAPPING DIVISION

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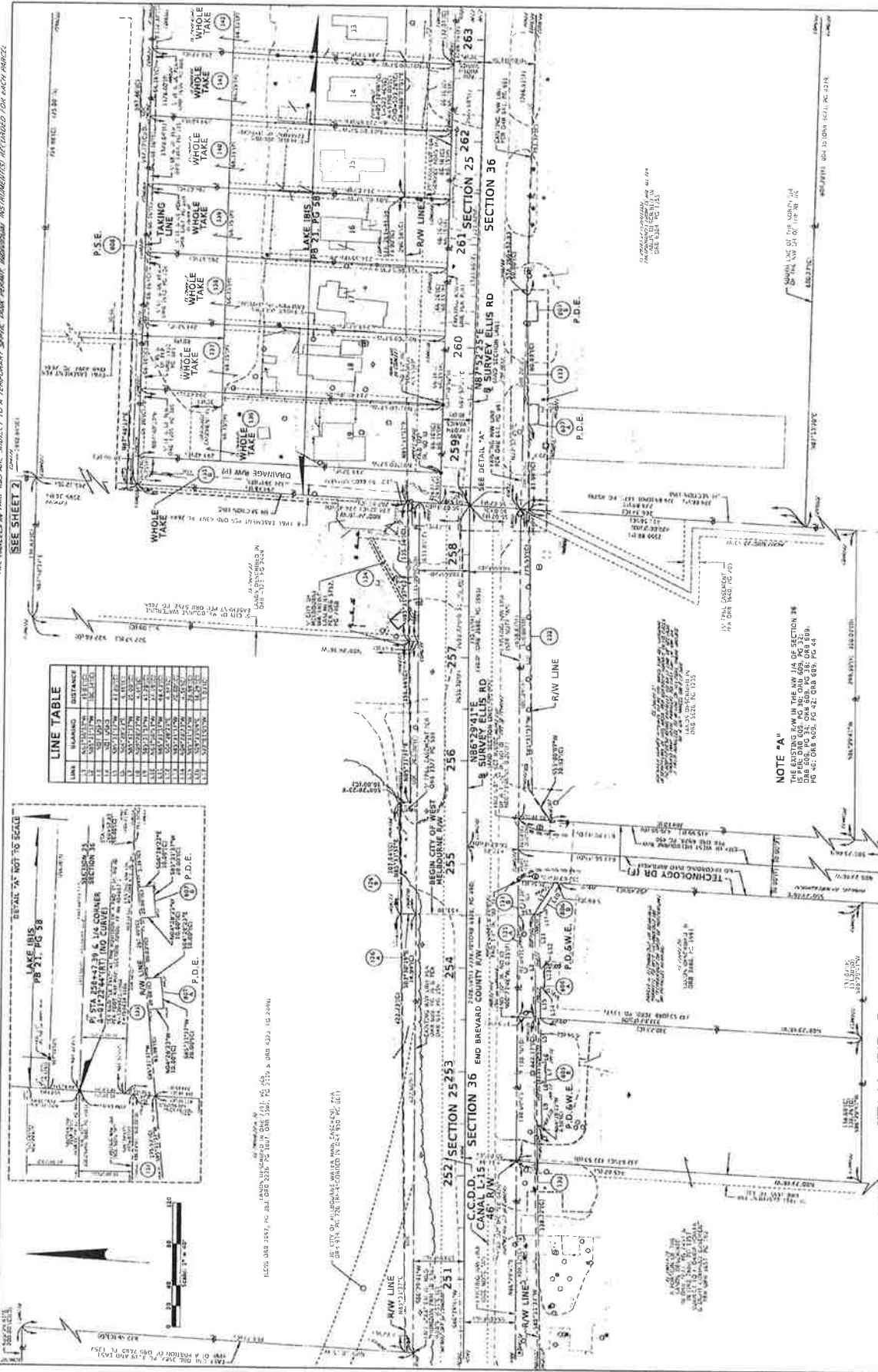
SECTION 70000

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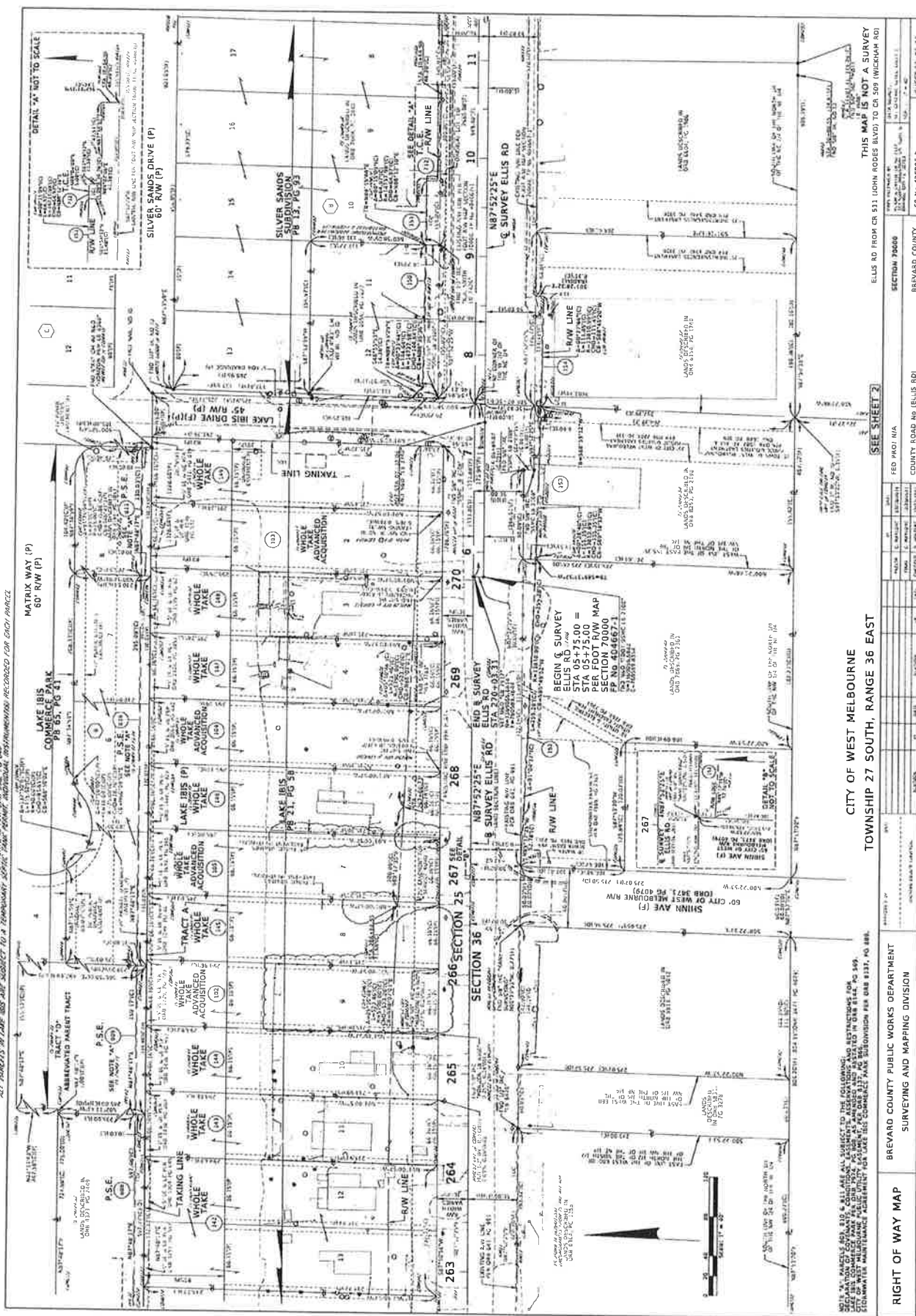
ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF. DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF. THIS MAP IS NOT A SURVEY. ELUS RD FROM CR 511 (JOHN RODES BLVD) TO CR 508 (WICHAM RD).

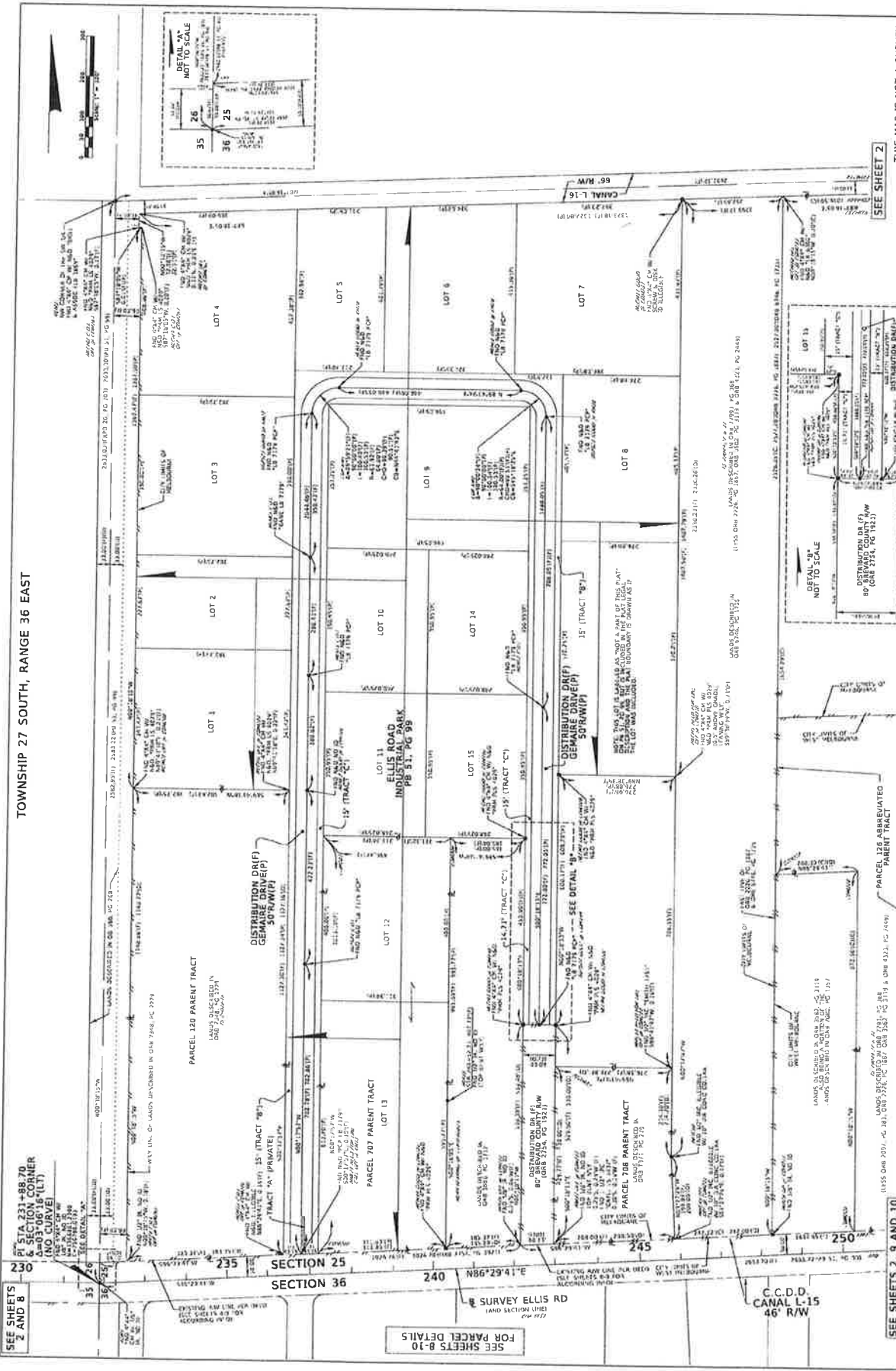


LINE TABLE	
LINE	DISTANCE
1	1.0000
2	1.0000
3	1.0000
4	1.0000
5	1.0000
6	1.0000
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8	1.0000
9	1.0000
10	1.0000
11	1.0000
12	1.0000
13	1.0000
14	1.0000
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23	1.0000
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25	1.0000
26	1.0000
27	1.0000
28	1.0000
29	1.0000
30	1.0000
31	1.0000
32	1.0000
33	1.0000
34	1.0000
35	1.0000
36	1.0000

NOTE "A"
THE EXISTING R/W IN THE NW 1/4 OF SECTION 36
IS 100 FEET WIDE. THE EXISTING R/W IN THE
SW 1/4 OF SECTION 36 IS 100 FEET WIDE.
THE EXISTING R/W IN THE SE 1/4 OF SECTION 36
IS 100 FEET WIDE. THE EXISTING R/W IN THE
NE 1/4 OF SECTION 36 IS 100 FEET WIDE.

SEE SHEET 2	
SECTION 25	SECTION 26
SECTION 35	SECTION 36
COUNTY ROAD NO. 1 (ELUS RD)	
BREVARD COUNTY	
PROJECT NO. 444444-2	
SHEET 10 OF 18	





SEE SHEETS 2, 9 AND 10		RIGHT OF WAY MAP		BREVARD COUNTY PUBLIC WORKS DEPARTMENT SURVEYING AND MAPPING DIVISION		SECTION 28000		BREVARD COUNTY		PP No 435903-2		SHEET 13 OF 16	
SEE SHEETS 2, 9 AND 10		RIGHT OF WAY MAP		BREVARD COUNTY PUBLIC WORKS DEPARTMENT SURVEYING AND MAPPING DIVISION		SECTION 28000		BREVARD COUNTY		PP No 435903-2		SHEET 13 OF 16	

THIS MAP IS NOT A SURVEY
ELVIS RD FROM CR 511 (JOHN RODES BLVD) TO CR 509 (MCKINNAH RD)

TABLE	OF	OWNERSHIPS
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PARCEL No	SHEET No	NAME	AREA TAKEN	REMAINDERS LEFT	RIGHT	COMMENTS	RECORDING DATA	REVISIONS
700	6	MAISON HOLDINGS OF BREVARD, LLC	212.5 SF	N/A	1,493 AC	TEMPORARY CONSTRUCTION EASEMENT		
701	6	CLAUDE R. VANDERBILT AND SHIRLEY S. VANDERBILT, AS CO-TRUSTEES OF THE CLAUDE R. VANDERBILT TRUST	3,435 AC	SEE PARCEL 111	N/A	TEMPORARY CONSTRUCTION EASEMENT		
702	N/A	NOT USED	N/A	N/A	N/A	TEMPORARY CONSTRUCTION EASEMENT		
703	7	1 INTERVALES, LLC	214.5 SF	SEE PARCEL 112	N/A	TEMPORARY CONSTRUCTION EASEMENT		
704	7	OWEN W. COCHRAN AND PATRICIA L. COCHRAN	2,955 SF	N/A	4,491 AC	TEMPORARY CONSTRUCTION EASEMENT		
705	N/A	NOT USED	N/A	N/A	N/A	TEMPORARY CONSTRUCTION EASEMENT		
706	9	ELLIS ROAD INDUSTRIAL COMPLEX, LLC	128.5 SF	N/A	SEE PARCEL 113	TEMPORARY CONSTRUCTION EASEMENT		
707	9	JMA FOOD SERVICES, LLC	118.5 SF	8,119 AC	N/A	TEMPORARY CONSTRUCTION EASEMENT		
708	8	HOSKINS BROS. SUPPLY INCORPORATED	455 SF	7,729 AC	N/A	TEMPORARY CONSTRUCTION EASEMENT		
709	N/A	NOT USED	N/A	N/A	N/A	TEMPORARY CONSTRUCTION EASEMENT		
710	N/A	NOT USED	N/A	N/A	N/A	TEMPORARY CONSTRUCTION EASEMENT		
711	12	LEGOS PROPERTIES, LLC	146.5 SF	N/A	SEE PARCEL 114	TEMPORARY CONSTRUCTION EASEMENT		
712	11	JOA REALTY, LLC	37 SF	SEE PARCEL 115	N/A	TEMPORARY CONSTRUCTION EASEMENT		
713	9	OW INVESTMENTS, LLC	5,445 SF	N/A	8,779 AC	TEMPORARY CONSTRUCTION EASEMENT		
714	8	FLORIDA POWER AND LIGHT COMPANY	1,498 SF	N/A	SEE PARCEL 116	TEMPORARY CONSTRUCTION EASEMENT		
715	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 117	N/A	TEMPORARY CONSTRUCTION EASEMENT		
716	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 118	N/A	TEMPORARY CONSTRUCTION EASEMENT		
717	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 119	N/A	TEMPORARY CONSTRUCTION EASEMENT		
718	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 120	N/A	TEMPORARY CONSTRUCTION EASEMENT		
719	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 121	N/A	TEMPORARY CONSTRUCTION EASEMENT		
720	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 122	N/A	TEMPORARY CONSTRUCTION EASEMENT		
721	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 123	N/A	TEMPORARY CONSTRUCTION EASEMENT		
722	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 124	N/A	TEMPORARY CONSTRUCTION EASEMENT		
723	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 125	N/A	TEMPORARY CONSTRUCTION EASEMENT		
724	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 126	N/A	TEMPORARY CONSTRUCTION EASEMENT		
725	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 127	N/A	TEMPORARY CONSTRUCTION EASEMENT		
726	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 128	N/A	TEMPORARY CONSTRUCTION EASEMENT		
727	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 129	N/A	TEMPORARY CONSTRUCTION EASEMENT		
728	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 130	N/A	TEMPORARY CONSTRUCTION EASEMENT		
729	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 131	N/A	TEMPORARY CONSTRUCTION EASEMENT		
730	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 132	N/A	TEMPORARY CONSTRUCTION EASEMENT		
731	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 133	N/A	TEMPORARY CONSTRUCTION EASEMENT		
732	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 134	N/A	TEMPORARY CONSTRUCTION EASEMENT		
733	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 135	N/A	TEMPORARY CONSTRUCTION EASEMENT		
734	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 136	N/A	TEMPORARY CONSTRUCTION EASEMENT		
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739	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 141	N/A	TEMPORARY CONSTRUCTION EASEMENT		
740	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 142	N/A	TEMPORARY CONSTRUCTION EASEMENT		
741	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 143	N/A	TEMPORARY CONSTRUCTION EASEMENT		
742	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 144	N/A	TEMPORARY CONSTRUCTION EASEMENT		
743	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 145	N/A	TEMPORARY CONSTRUCTION EASEMENT		
744	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 146	N/A	TEMPORARY CONSTRUCTION EASEMENT		
745	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 147	N/A	TEMPORARY CONSTRUCTION EASEMENT		
746	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 148	N/A	TEMPORARY CONSTRUCTION EASEMENT		
747	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 149	N/A	TEMPORARY CONSTRUCTION EASEMENT		
748	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 150	N/A	TEMPORARY CONSTRUCTION EASEMENT		
749	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 151	N/A	TEMPORARY CONSTRUCTION EASEMENT		
750	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 152	N/A	TEMPORARY CONSTRUCTION EASEMENT		
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753	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 155	N/A	TEMPORARY CONSTRUCTION EASEMENT		
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755	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 157	N/A	TEMPORARY CONSTRUCTION EASEMENT		
756	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 158	N/A	TEMPORARY CONSTRUCTION EASEMENT		
757	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 159	N/A	TEMPORARY CONSTRUCTION EASEMENT		
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761	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 163	N/A	TEMPORARY CONSTRUCTION EASEMENT		
762	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 164	N/A	TEMPORARY CONSTRUCTION EASEMENT		
763	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 165	N/A	TEMPORARY CONSTRUCTION EASEMENT		
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765	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 167	N/A	TEMPORARY CONSTRUCTION EASEMENT		
766	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 168	N/A	TEMPORARY CONSTRUCTION EASEMENT		
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769	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 171	N/A	TEMPORARY CONSTRUCTION EASEMENT		
770	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 172	N/A	TEMPORARY CONSTRUCTION EASEMENT		
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776	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 178	N/A	TEMPORARY CONSTRUCTION EASEMENT		
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846	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 248	N/A	TEMPORARY CONSTRUCTION EASEMENT		
847	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 249	N/A	TEMPORARY CONSTRUCTION EASEMENT		
848	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 250	N/A	TEMPORARY CONSTRUCTION EASEMENT		
849	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 251	N/A	TEMPORARY CONSTRUCTION EASEMENT		
850	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 252	N/A	TEMPORARY CONSTRUCTION EASEMENT		
851	10	FLORIDA POWER AND LIGHT COMPANY	212.5 SF	SEE PARCEL 253	N/A	TEMPORARY CONSTRUCTION EASEMENT		
852	10	FLORIDA POWER AND LIGHT COMPANY	212.5					

LOCATION MAP

Section 25, 26, 34, 35, 36, Township 27 South, Range 36 East - District: 5

PROPERTY LOCATION: on Ellis Road from John Rodes Boulevard to west of Wickham Road

