

Meeting Date
July 7, 2015



AGENDA	
Section	Consent
Item No.	II.A.5

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval Re: Executed and Recorded Utility Easement from School Board of Brevard County, Florida for the installation and maintenance of a sanitary sewer system along Grove Boulevard - District 2
DEPT/OFFICE:	Public Works Department / Land Acquisition Section / Utility Services Department

Requested Action:

It is requested that the Board of County Commissioners approve and accept the executed and recorded Utility Easement from School Board of Brevard County, Florida for the installation and maintenance of a sanitary sewer system.

Summary Explanation & Background:

The subject property is located in Section 23, Township 24 South, Range 36 East.

Utility Services Department needed the easement to install a new C-06 lift station and gravity sewer line. The existing sewer, at more than 10' deep, compelled a need for a 30' easement. After completion of the new C-06 lift station, the existing lift station and force main would be properly abandoned.

The School Board of Brevard County, Florida executed and recorded the easement on November 19, 2014.

The property has been under School Board of Brevard County, Florida ownership since July 30, 1965, OR Book 0802 / Page 0015.

Land Acquisition policies and procedures require approval and acceptance by the Board of County Commissioners for all easements.

Fiscal impact: FY 2014-2015: No impact
FY 2015-2016: No impact

Clerk to the Board Instructions: Forward the Board Approval Memo to Department.

Exhibits Attached: Copy of Executed & Recorded Utility Easement with Sketch and Legal Description, Location Map

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager	Department Director / Extension					
Stockton Whitten	Venetta Valdengo	John P Denninghoff / 57202					
		Jim E Helmer / 52091					



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

Telephone: (321) 637-2001
Fax: (321) 264-6972

July 8, 2015

MEMORANDUM

TO: John Denninghoff, Public Works Director

RE: Item II.A.5., Acceptance of Executed and Recorded Utility Easement from School Board of Brevard County for the Installation and Maintenance of a Sanitary Sewer System Along Grove Boulevard

The Board of County Commissioners, in regular session on July 7, 2015, accepted the executed and recorded Utility Easement from School Board of Brevard County for the Installation and Maintenance of a Sanitary Sewer System.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/af

cc: Contracts Administration

BOARD OF COUNTY COMMISSIONERS

AGENDA UTILITY EASEMENT FROM SCHOOL BOARD OF BREVARD COUNTY, FLORIDA FOR THE INSTALLATION AND MAINTENANCE OF A SANITARY SEWER SYSTEM ALONG GROVE BOULEVARD - DISTRICT 2

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION / UTILITY SERVICES DEPARTMENT

AGENCY CONTACT: DAN JONES, LAND ACQUISITION SUPERVISOR

CONTACT PHONE: 321-690-6847(5-6316)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u>API</u>	_____	<u>5/28/15</u>
COUNTY ATTORNEY Christine Lepore, Assistant County Attorney	<u>see attached</u>	_____	<u>6/1/15</u>
PUBLIC WORKS John Denninghoff, Director	<u>JDS</u>	_____	<u>6/22/15</u>
UTILITY SERVICES Jim E. Helmer, Director	<u>JEH</u>	_____	<u>6/2/15</u>

AGENDA DUE DATE: June 22, 2015 for the July 7, 2015 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 UTILITY EASEMENT FROM SCHOOL BOARD OF BREVARD COUNTY, FLORIDA FOR THE INSTALLATION AND MAINTENANCE OF A SANITARY SEWER SYSTEM ALONG GROVE BOULEVARD - DISTRICT 2

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION / UTILITY SERVICES DEPARTMENT

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COUNTY ATTORNEY Christine Lepore, Assistant County Attorney	<u>CL</u>	_____	<u>6/1/15</u>
PUBLIC WORKS John Denninghoff, Director	_____	_____	_____
UTILITY SERVICES Jim E. Helmer, Director	_____	_____	_____

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PLEASE CALL DEBBIE CRUZ AT 690-6847 (5-6847) WHEN READY TO BE PICKED UP.

THANK YOU.

UTILITY EASEMENT

THIS INDENTURE, made and entered into this 28th day of **October**, by and between the **SCHOOL BOARD OF BREVARD COUNTY, FLORIDA**, hereinafter called "**GRANTOR**", whose a post office address is 2700 Judge Fran Jamieson Way, Viera, FL 32940, and **BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose post office address is 2725 Judge Fran Jamieson Way, Viera, FL 32940, hereinafter called "**GRANTEE**".

WITNESSETH

WHEREAS, Grantor is the fee simple owner of that certain property (the "Easement Property") more fully described on Exhibit "A", which is attached hereto and incorporated by this reference as if fully set forth herein; and,

WHEREAS, Grantee desires to install a sanitary sewer system within the Easement Property to connect to a public sanitary sewer main; and,


WHEREAS, Grantor is amenable to conveying a perpetual, non-exclusive easement on, under, and through the Easement Property to Grantee in exchange for the consideration herein set forth.

NOW THEREFORE, in consideration of the payment of Ten Dollars (\$10.00), the adequacy and receipt of which are hereby acknowledged, and in consideration of certain additional undertakings of Grantee, as hereinafter set forth, Grantor hereby agrees as follows:

1. Grant of Easement. Grantor does hereby grant, bargain, sell, convey and warrant to the Grantee, its successors, agents and assigns, a perpetual easement on, under and through the Easement Property, with the right, privilege and authority to said Grantee, its successors, agents and assigns, lessees and tenants, to construct, locate, lay, maintain, operate, inspect, alter, improve, repair, remove, and rebuild pipes, mains, conduits, equipment and accessories necessary and/or desirable in connection therewith, said items being hereinafter collectively referred to as a "sanitary sewer system" for the purpose of conveying, carrying or transmitting waste water on, under or through the Easement Property.

Together with the right of said Grantee, their successors, agents and assigns, to place, maintain, inspect, or add to, and relocate at will, a sanitary sewer system on, under or through, the Easement Property, and with the right of ingress and egress to, over and under the Easement Property of Grantor at any and all times for the purpose of constructing the water facilities, or inspecting, repairing, renewing or adding to the sanitary sewer, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted; also the privilege of removing at any time any of said improvements erected on, under or through said lands.

HC

14-2306-9

 BREVARD COUNTY SCHOOL BOARD
 ATTN: SUZIE GILMORE
 2700 JUDGE FRAN JAMIESON WAY
 VIERA FL 32940

The easement hereby granted is non-exclusive and is made subject to all easements, conditions, and restrictions, reservations and other matters of public record, and shall in no way restrict the right or interest of Grantor, its successors and/or assigns in the use and quiet enjoyment of the Easement Premises to the extent that such use does not unreasonably interfere with the easement and related rights granted herein to Grantee.

2. Use and Maintenance. The Grantee, or its successors and assigns, shall have the right to clear and keep clear from the Easement Property all trees, undergrowth and other obstructions that may unreasonably interfere with the normal operations or maintenance of the sanitary sewer system being operated and maintained by the Grantee, or its successors or assigns. It shall be the sole obligation of the Grantee to construct, repair, maintain and operate the facilities at its cost and expense; and, in the event of any construction activity or damage to the Easement Property or the facilities located thereon by the Grantee or its agents, invitees, employees, successors and assigns, Grantee shall, at its sole cost and expense, restore that portion of the Easement Property and facilities which are subject to construction or damage to the condition existing prior to the occurrence of such construction or damage.
3. School District Operations. The Grantee shall not interfere with School District operations.
4. Fencing and Screening. The Grantee shall fence and screen all equipment located above ground on the Easement Property, including but not limited to, the sanitary lift station. Screening shall be landscaping and/or appropriate fence screening material.
5. Permits. The Grantee shall obtain all necessary permits from all authorities having jurisdiction, including The School Board of Brevard County, prior to commencing construction.
6. Termination of the Easement. If this easement is abandoned by Grantee, Grantee may abandon the underground portions of the sanitary sewer system in place, but shall remove all equipment located above ground on the Easement Property, including but not limited to, the sanitary lift station and associated fencing. Grantee shall be allowed a reasonable period of time for the purpose of removing the sanitary sewer system and associated improvements supplied by it and thereafter all rights and privileges hereunder shall cease and the easement privileges and rights herein granted shall revert to the Grantor. Should Grantee remove the sanitary sewer system and appurtenances, Grantee shall restore the Easement Property to the condition existing at the date of the grant of this easement.
7. Indemnification. 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. 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.

- 8. Authority of Grantor to Grant Easement. Grantor covenants that it has the right to grant the approvals, privileges and easement stated herein, and further covenants that Grantee shall have quiet and peaceful possession, use and enjoyment of said easement.


IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name by the proper officers thereunto duly authorized on the day and year first above written.

Signed/Sealed in the presence of:

SCHOOL BOARD OF BREVARD COUNTY


Brian T. Binggeli, Ed.D.
Superintendent

Det

By: 
Karen Henderson
Chairman

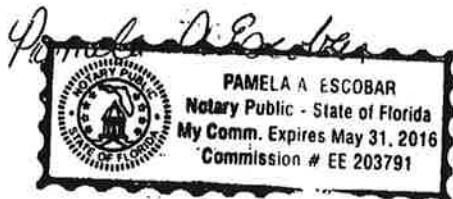
STATE OF FLORIDA}

COUNTY OF BREVARD}

The foregoing instrument was acknowledged before me this 17 day of Nov 2014 by Brian T. Binggeli & Karen L. Henderson who is personally known to me or produced _____ as identification.



NOTARY PUBLIC



Printed, Typed or Stamped Name of Notary Public

SKETCH OF DESCRIPTION

SHEET 1 OF 3 SHEETS

SECTION 23, TOWNSHIP 24 SOUTH, RANGE 36 EAST
PROJECT PARCEL NUMBER: 00000.0-0019.00
OWNER NAME: SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

EXHIBIT A

MAP AND LEGAL DESCRIPTION OF:

A 30 FOOT WIDE STRIP OF LAND IN SECTION 23, TOWNSHIP 24 SOUTH, RANGE 36 EAST AND BEING A PART OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 802, PAGE 0015 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE PLAT OF COUNTRY CLUB MANOR AS RECORDED IN PLAT BOOK 18, PAGE 126 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N.89°35'10"E., ALONG THE EASTERLY PROLONGATION OF THE NORTH LINE OF SAID PLAT AND ALONG THE SOUTH LINE OF SAID PARCEL OF LAND DESCRIBED IN SAID OFFICIAL RECORDS BOOK 802, PAGE 0015, A DISTANCE OF 7.02 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE HEREIN DESCRIBED; THENCE N.26°36'44"W., 57.23 FEET; THENCE N.01°17'13"E., 428.03 FEET TO A POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF GROVE BOULEVARD AND SAID POINT BEING THE POINT OF TERMINATION OF THE CENTERLINE HEREIN DESCRIBED.
SAID POINT OF TERMINATION LYING S.89°39'53"W., ALONG SAID RIGHT OF WAY LINE AT A DISTANCE OF 35.87 FEET FROM THE INTERSECTION OF SAID RIGHT OF WAY LINE WITH THE SOUTHERLY PROLONGATION OF THE CENTERLINE OF PAUL STREET..

LEGEND

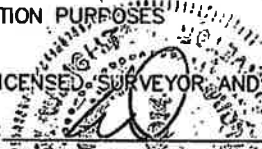
- 802/0015 = A typical nomenclature for Official Records Book and Page.
- P.O.C. = Point of Commencement
- P.O.B. = Point of Beginning
- P.O.T. = Point of Termination
- R/W = Right of Way

SURVEYOR'S NOTE:

THIS IS NOT A SURVEY. THIS DOCUMENT WAS PREPARED FOR LEGAL DESCRIPTION PURPOSES ONLY, AND IS NOT AN ACTUAL FIELD SURVEY.

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

CERTIFIED TO: THE BREVARD COUNTY BOARD
OF COUNTY COMMISSIONERS

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

DATE 8/29/14
 ORDER NO. 24818
 FB. NO. N/A
 SCALE. 1" = 50'
 DWG.NO. WEST EASEMENT LEG.DWG

Honeycutt & Associates, Inc.

ENGINEERS • SURVEYORS • PLANNERS

3700 South Washington Avenue Titusville, Florida 32780

(321) 267-6233 Fax (321) 269-7847

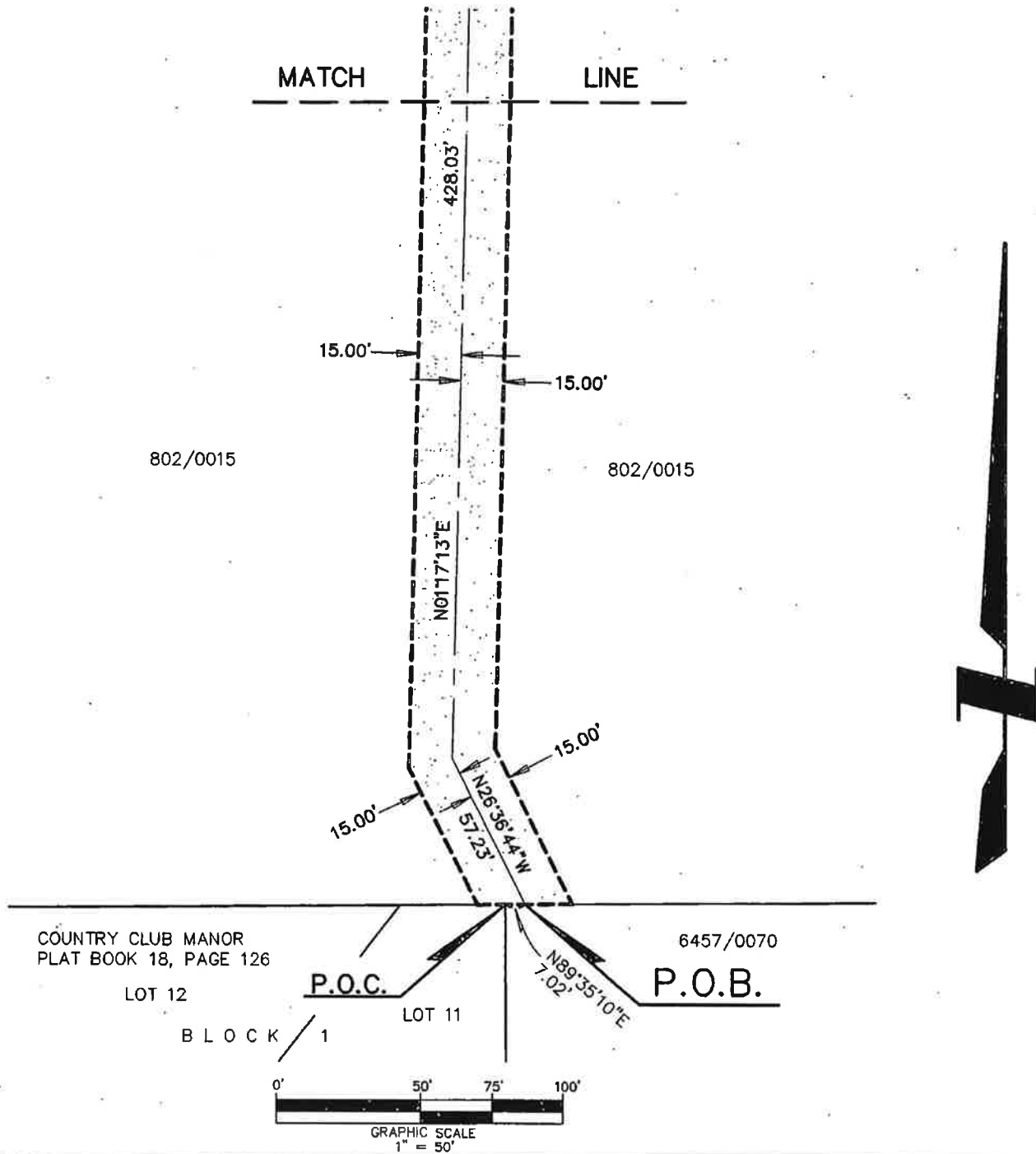
CERTIFICATE OF AUTHORIZATION NO. LB 6762

SKETCH OF DESCRIPTION

SHEET 2 OF 3 SHEETS

SECTION 23, TOWNSHIP 24 SOUTH, RANGE 36 EAST
PROJECT PARCEL NUMBER: 00000.0-0019.00
OWNER NAME: SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

EXHIBIT A



DATE 8/29/14

ORDER NO. 24818

FB. NO. N/A

SCALE. 1" = 50'

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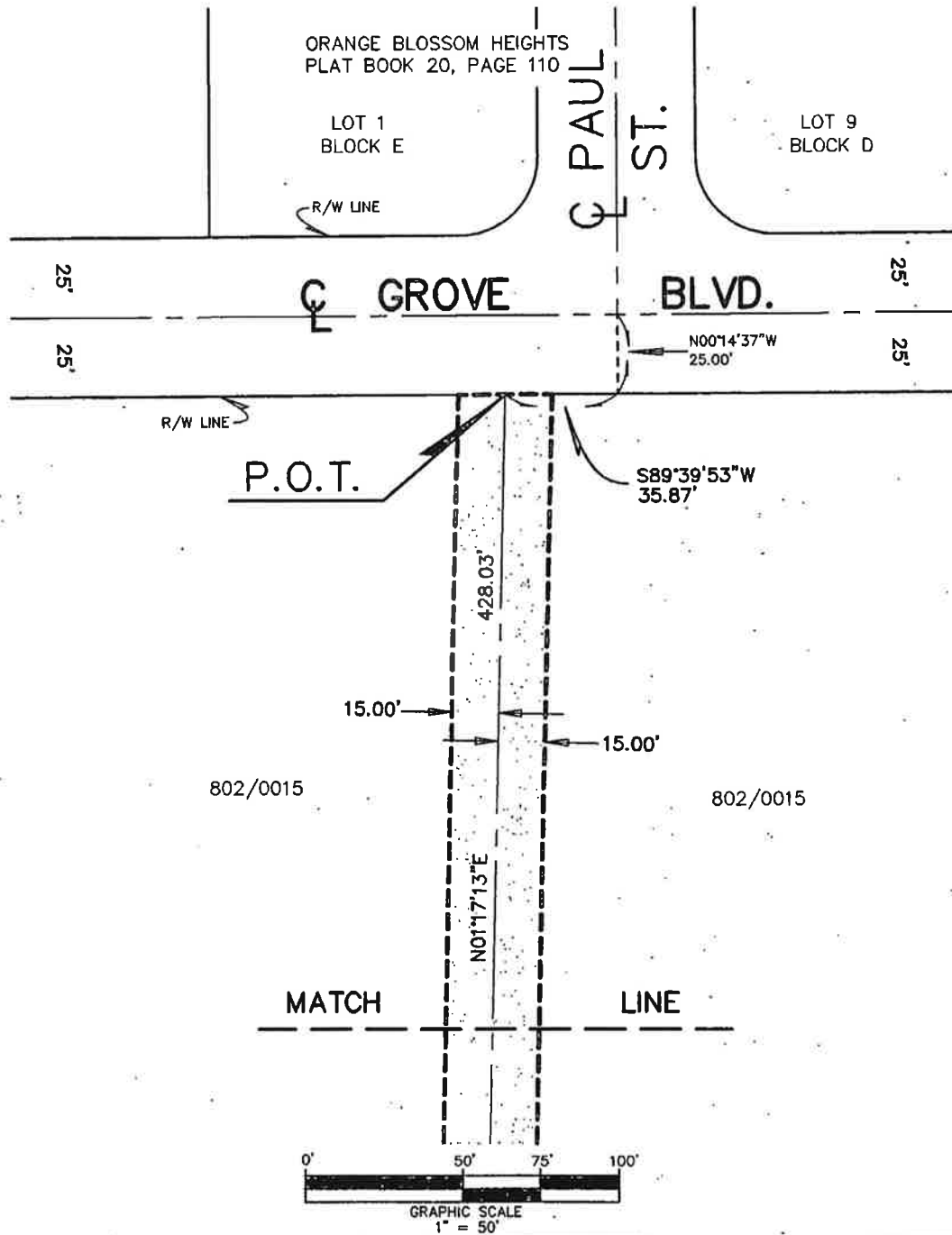
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SKETCH OF DESCRIPTION

SHEET 3 OF 3 SHEETS

SECTION 23, TOWNSHIP 24 SOUTH, RANGE 36 EAST
PROJECT PARCEL NUMBER: 00000.0-0019.00
OWNER NAME: SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

EXHIBIT A



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Location Map

