



AGENDA REPORT
July 9, 2019

Approval Re: Donation of Sanitary Sewer Easement and Ingress/Egress Easement from Wells Fargo Bank, North Courtenay Parkway - District 2.

SUBJECT:

Approval Re: Donation of Sanitary Sewer Easement and Ingress/Egress Easement from Wells Fargo Bank, North Courtenay Parkway - District 2.

FISCAL IMPACT:

FY 2018 – 2019: No impact

FY 2019 – 2020: No impact

DEPT/OFFICE:

Public Works

REQUESTED ACTION:

It is requested that the Board of County Commissioners accept and authorize the Chair to execute the Sanitary Sewer and Ingress/Egress Easement.

SUMMARY EXPLANATION and BACKGROUND:

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

Wells Fargo Bank located on Courtenay Parkway, Merritt Island, constructed a gravity sewer system to replace the existing failing sewer system. The gravity system is being dedicated to Brevard County for operation and maintenance. The department requires an easement over the sewer main in order to assume the system.

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

CLERK TO THE BOARD INSTRUCTIONS:

Return the original executed Sanitary Sewer Easement and Ingress/Egress Easement with exhibits to Department.

ATTACHMENTS:

Description

- ▣ **Wells Fargo Easement Agenda Documents**

BOARD OF COUNTY COMMISSIONERS

AGENDA: SANITARY SEWER EASEMENT AND INGRESS/EGRESS EASEMENT
FROM WELLS FARGO BANK – DISTRICT 2

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

AGENCY CONTACT: LUCY HAMELERS, LAND ACQUISITION SPECIALIST

CONTACT PHONE: 321-690-6847 (56316)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u></u>	_____	<u>5/22/19</u>
COUNTY ATTORNEY Jad-Brewer <u>Abigail Toranzo</u> Assistant County Attorney	<u></u>	_____	<u>5/22/2019</u>

AGENDA DUE DATE: July 1, 2019 for the July 9, 2019 Board meeting

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

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

THANK YOU.



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

July 10, 2019

M E M O R A N D U M

TO: Corrina Gumm, Interim Public Works Director Attn: Lucy Hamelers

RE: Item F.17., Donation of Sanitary Sewer Easement and Ingress/Egress Easement from Wells Fargo Bank – North Courtenay Parkway

The Board of County Commissioners, in regular session on July 9, 2019, accepted the donation of Sanitary Sewer Easement from Wells Fargo Bank; and executed and approved the Sanitary Sewer Easement and Ingress/Egress Easement for North Courtenay Parkway. Enclosed is the fully-executed Sanitary Sewer Easement and Ingress/Egress Easement.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/ds

Encl. (1)

cc: Finance
Budget

SANITARY SEWER EASEMENT AND INGRESS/EGRESS EASEMENT

THIS INDENTURE, made this 17 day of May, 2019, between Wells Fargo Bank, National Association, whose mailing address is c/o Wells Fargo CPG Attn: Lease Admin (BE# 142533), MAC D1116-L10, 1525 West W.T. Harris Blvd., Charlotte, NC 28262, as the first party (sometimes referred to as "Grantor"), and Brevard County, Florida, a political subdivision of the State of Florida, whose mailing address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, as the second party (sometimes referred to herein as "Grantee");

WITNESSETH: That the first party, in consideration of Ten Dollars (\$10.00) and other valuable consideration paid, the receipt of which is hereby acknowledged, hereby grants unto the second party, its successors and assigns, a perpetual non-exclusive Sanitary Sewer and Ingress/Egress Easement (the "Easement") commencing on the above date, for the purpose of operating and maintaining a sanitary sewer line and associated facilities (collectively, the "Sewer Facilities"), and ingress and egress to the sanitary sewer line as well as to Grantee's stormwater system adjacent to the Bank Parcel (defined below), within an area fifteen (15) feet in width described on Exhibit "A" attached hereto and made a part hereof ("Easement Area"). All Sewer Facilities shall be underground except as may be necessary during periods of maintenance.

The Easement Area is part of Grantor's real property described on Exhibit "B" attached hereto (the "Bank Parcel") located in Section 23, Township 24 South, Range 36 East, County of Brevard, State of Florida, and the Easement Area is more particularly described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS "EXHIBIT A"

Grantor reserves the right to use of the Easement Area consistent with the exercise of Grantee's rights hereunder and further reserves the right to grant other and further easements, covenants, restrictions, agreements and other matters as do not impair or interfere with Grantee's rights hereunder. Grantor agrees to place no further improvements or landscaping (excluding routine sod and/or asphalt drive replacement) in the easement area.

Notwithstanding anything herein to the contrary, Grantor makes no, and hereby specifically disclaims all, representations or warranties, express or implied, including without limitation representations as to the Easement Area's suitability for the use granted herein, and Grantee agrees to accept the Easement Area in "AS IS" "WHERE IS" condition and to bear all risks associated with the Easement and the condition of the Easement Area. Grantee is entering into this Easement and shall use the Easement Area based on Grantee's inspection and investigation of all matters pertaining thereto and not in reliance on any representation, warranty or agreement of Grantor. Grantee agrees that the Easement is made and accepted subject to any other easements, covenants, conditions, and other matters affecting the Easement Area, including without limitation all matters of record and all matters that can be disclosed by a physical inspection and survey of the Easement Area. The parties agree that in the event it is determined that the Sewer Facilities are not located completely within the Easement Area, the parties shall modify this Easement to correct the legal description so that the Easement comports with the parties' intent and record such modification in the public records.

Grantee shall maintain the Sewer Facilities in good order and repair. Grantee's activities on the Easement Area shall be performed only after Grantee provides such notice to Grantor as is reasonable under the circumstances, and shall be performed in accordance with all applicable laws and in a good and workmanlike manner and to diligently pursue the work to completion. Grantee shall exert commercially reasonable efforts to avoid obstructing access to and from Artemis Boulevard during Grantor's business hours (as of the date hereof, Grantor's business hours are 8 am to 6 pm, Monday through Friday, and 8 am to 2 pm on Saturday). If during the course of work in or use of the Easement Area, Grantee damages or destroys any asphalt road surface, sidewalks or sod, then Grantee at its sole cost and expense shall promptly repair or replace such property, to the same condition it was in immediately prior to such damage or destruction, including without limitation properly refilling all openings and excavations and replacing the surface with like material. Grantee shall pay all costs and expenses incurred in performing construction, installation, replacement, improvement, maintenance, repair and removal work, and shall not permit any liens to be filed or imposed on the Bank Parcel.

*Prepared by and Return to: Lucy Hamelers, Land Acquisition Specialist
Brevard County Public Works Dept., Land Acquisition Section (321-690-6847)
2725 Judge Fran Jamieson Way, A-204, Viera, Florida 32940
A portion of Interest in Tax Parcel I.D.: 24-36-23-00-502*

Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employee and agents thereof. Grantee is a political subdivision of the State of Florida and subject to the limitations as set forth in Section 768.28, Florida Statutes, and nothing contained herein shall be construed as an indemnity or a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

During the Term of this Easement, Grantee shall have and maintain, at Grantee's sole cost and expense, coverage for the following lines of business

Commercial General Liability with minimum limits of \$1,000,000 per occurrence.

Auto Liability with minimum limits of liability of \$1,000,000 per occurrence.

Workers' Compensation coverage pursuant to State of Florida statutory requirements.

Grantee shall furnish to Grantor a Certificate of Coverage which provides evidence that the coverage is effective and in force according to the conditions named herein. Entering into this agreement shall not be construed to be a waiver by Grantee of its rights to sovereign immunity, a defense of sovereign immunity, nor increase the Grantee's limits of liability.

The burden of the Easement and the accompanying benefits, rights, restrictions, requirements, obligations and agreements shall inure to and run with title to the Easement Area. Grantor's obligations herein are only enforceable against Grantor or, as applicable, its successor(s) in title, owning title to the Easement Area (or applicable portion thereof) at the time any liability or claim arising under this Easement shall have accrued; it being intended that upon the conveyance of title by Grantor or as applicable its successor(s) in title, Grantor or as applicable its successor(s) in title, shall thereupon be released of any liability hereunder as to the property conveyed for any breach or disagreement or claim arising under this Easement accruing after the date of such conveyance.

Grantee may not assign this Easement, nor may Grantee assign its rights or delegate its obligations hereunder. The foregoing notwithstanding, Grantee may assign this Easement to a provider of sewer service, provided that the assignee assumes all obligations, agreements and provisions of Grantee hereunder. Any such assignment shall be subject to all limitations, restrictions, and other terms of this Easement.

Nothing contained in this Easement constitutes a dedication of the Easement Area to any other governmental body or agency or to the general public.

This Easement shall be construed in accordance with and governed by the laws of the State of Florida, without regard to its conflict of laws rules. If any provision of this Easement or application of that provision to any person or circumstance shall, to any extent, be invalid or unenforceable under applicable law, the remainder of this Easement or the application of the provision to the other person or circumstances, shall not be affected and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law. This Easement contains all of the agreements, understandings, and promises between the parties with respect to the subject matter of the Easement, and there are no agreements, understandings, or promises between the parties with respect to the subject matter hereof other than those set forth in this Easement. This Easement may not be amended except by a written instrument signed by the then fee owner of the Easement Area and Grantee. This Easement may be executed in two or more counterparts and each such counterpart, when taken together with all other counterparts, shall be deemed one and the same original instrument. In the event of enforcement of this Agreement, each party shall bear its own attorneys' fees and costs. Venue shall be Brevard County, Florida and any trial shall be non-jury. Each party represents to the other that this Easement has been duly authorized, executed, and delivered by and on behalf of such party and constitutes the valid, binding, and enforceable agreement of such party in accordance with the terms of this Easement.

TO HAVE AND TO HOLD said easement unto the County of Brevard and to its permitted successors and permitted assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the first party having set their hand and seal this, the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Jorge Filibone
Print Name

[Signature]
Witness

Cherie R. Campos
Print Name

WELLS FARGO BANK, NATIONAL ASSOCIATION

By [Signature]
Caroline Hardin, Vice President

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 17 day of May, 2019, by Caroline Hardin, as Vice President of Wells Fargo Bank, National Association, on behalf of the association. She is personally known to me or has produced Florida Driver License as identification.

WITNESS my hand and official seal at County of Brevard, State of Florida, on this 17 day of May, 2019.

[Signature]
NOTARY PUBLIC
Cherie R. Campos



Cherie R. Campos
State of Florida
My Commission Expires 07/24/2022
Commission No. GG 241457

Prepared by and Return to: Lucy Hamelers, Land Acquisition Specialist
Brevard County Public Works Dept., Land Acquisition Section (321-690-6847)
2725 Judge Fran Jamieson Way, A-204, Viera, Florida 32940
A portion of Interest in Tax Parcel I.D.: 24-36-23-00-502

Kimberly J. Powell
Witness

Kimberly J. Powell
Print Name

Donna Scott
Witness

Donna Scott
Print Name

As approved by Board July 9, 2019

STATE OF FLORIDA
COUNTY OF BREVARD

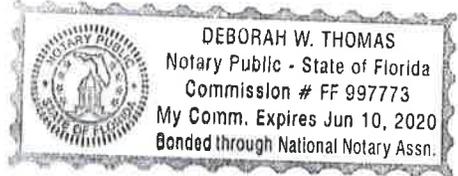
The foregoing instrument was acknowledged before me this 9 day of July, 2019, by Kristine Isnardi as Chair of Brevard County, Florida, who is personally known to me or has produced as identification.

WITNESS my hand and official seal at County of Brevard, State of Florida, on this 9 day of July, 2019.

Deborah W. Thomas
NOTARY PUBLIC DEBORAH W. THOMAS

Board Meeting Date: 7/9/19
Agenda Item #: F.17

(SEAL)



BREVARD COUNTY, FLORIDA

By [Signature]
Print Name: Kristine Isnardi
Its: Chair

ATTEST: [Signature]
Scott Ellis, Clerk to the Board

Prepared by and Return to: Lucy Hamelers, Land Acquisition Specialist
 Brevard County Public Works Dept., Land Acquisition Section (321-690-6847)
 2725 Judge Fran Jamieson Way, A-204, Viera, Florida 32940
 A portion of Interest in Tax Parcel I.D.: 24-36-23-00-502

EXHIBIT "A"
 (Easement Area)

LEGAL DESCRIPTION

PARCEL 801

PARENT PARCEL ID#: 24-36-23-00-502

PURPOSE: SANITARY SEWER EASEMENT AND INGRESS/EGRESS EASEMENT

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 801 - 15' WIDE SANITARY SEWER EASEMENT AND INGRESS/EGRESS EASEMENT (PREPARED BY SURVEYOR)

The East 15.00 feet of the North 376.00 feet of the East 30.00 of the following described parcel:

PARCEL XII Official Records Book 2522, Page 1972:

A parcel of land lying in Section 23, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Commencing at the intersection of the East Right-of-way line of State Road #3 and the South Right-of-way of Artemis Boulevard, according to the Plat of Diana Shores, Unit No. 4, as recorded in Plat Book 21, page 12, of the Public Records of Brevard County, Florida, proceed Easterly along the South Right-of-way line of Artemis Boulevard, N89°44'02"E., 265.23 feet to the Point of Beginning of this description, from the Point of Beginning continue along the aforementioned South Right-of-way line N89°44'02"E., 30.00 feet; thence S. 0°15'54"E., 572.11 feet; thence S.89°47'40"W., 272.75 feet to the East Right-of-way line of State Road #3; thence Northerly with said East Right-of-way line N. 2°10'58"W., 222.29 feet; thence N.87°29'02"E., 251.68 feet; thence N. 0°15'54"W., 339.85 feet to the Point of Beginning of this description containing 1.68 acres, more or less.

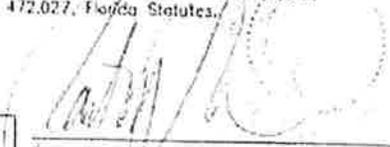
Parcel 801, the 15' wide Sanitary Sewer Easement and Ingress/Egress Easement contains 5840.0 square feet (0.13 acres), more or less.

SURVEYORS NOTES:

1. THIS IS NOT A SURVEY.
2. The bearings shown hereon are based on an assumed bearing of N89°44'02"E along the South Right-of-way line of Artemis Boulevard.
3. \circ = Denotes change in direction (no corner found or set).
4. The surveyor has reviewed a PROPERTY INFORMATION REPORT, prepared by Chicago Title Insurance Company for this site. This report reflects the results of a search of the Public Records of Brevard County, Florida from 08/29/1984 through 08/28/2018 at 5:00 PM. There are no existing easements over the property disclosed by this report.

SURVEYOR'S CERTIFICATION:

I hereby certify that the attached Property Description was prepared under my direction, in accordance with all applicable requirements of the "Standards of Practice for Land Surveys in Florida" as described in Chapter 5J-17 Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.



PREPARED FOR AND CERTIFIED TO:

WELLS FARGO BANK, NATIONAL ASSOCIATION
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

ROBERT M. SALMON, Florida Registration No. 4262
 PROFESSIONAL SURVEYOR & MAPPER
 NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY:

ALLEN
 Engineering, Inc.
 SURVEYING - ENGINEERS

108 DIXIE LANE, COCOA BEACH, FLORIDA 32931
 TELEPHONE (321)783-7443 - FAX: (321)783-5902
 WEBSITE: www.alleneng.net - EMAIL: info@alleneng.net

DRAWN BY: DJC	CHECKED BY: RMS	PROJECT NO. 180016	SECTION 23
DATE: 9-24-18	DRAWING: 180016 Sewer	REVISIONS	TOWNSHIP 24 SOUTH
		DATE	COUNTY COMMENTS
		10-09-18	
			RANGE 36 EAST

Prepared by and Return to: Lucy Hamelers, Land Acquisition Specialist
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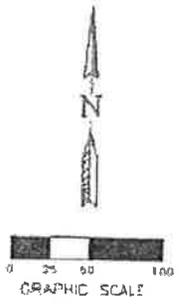
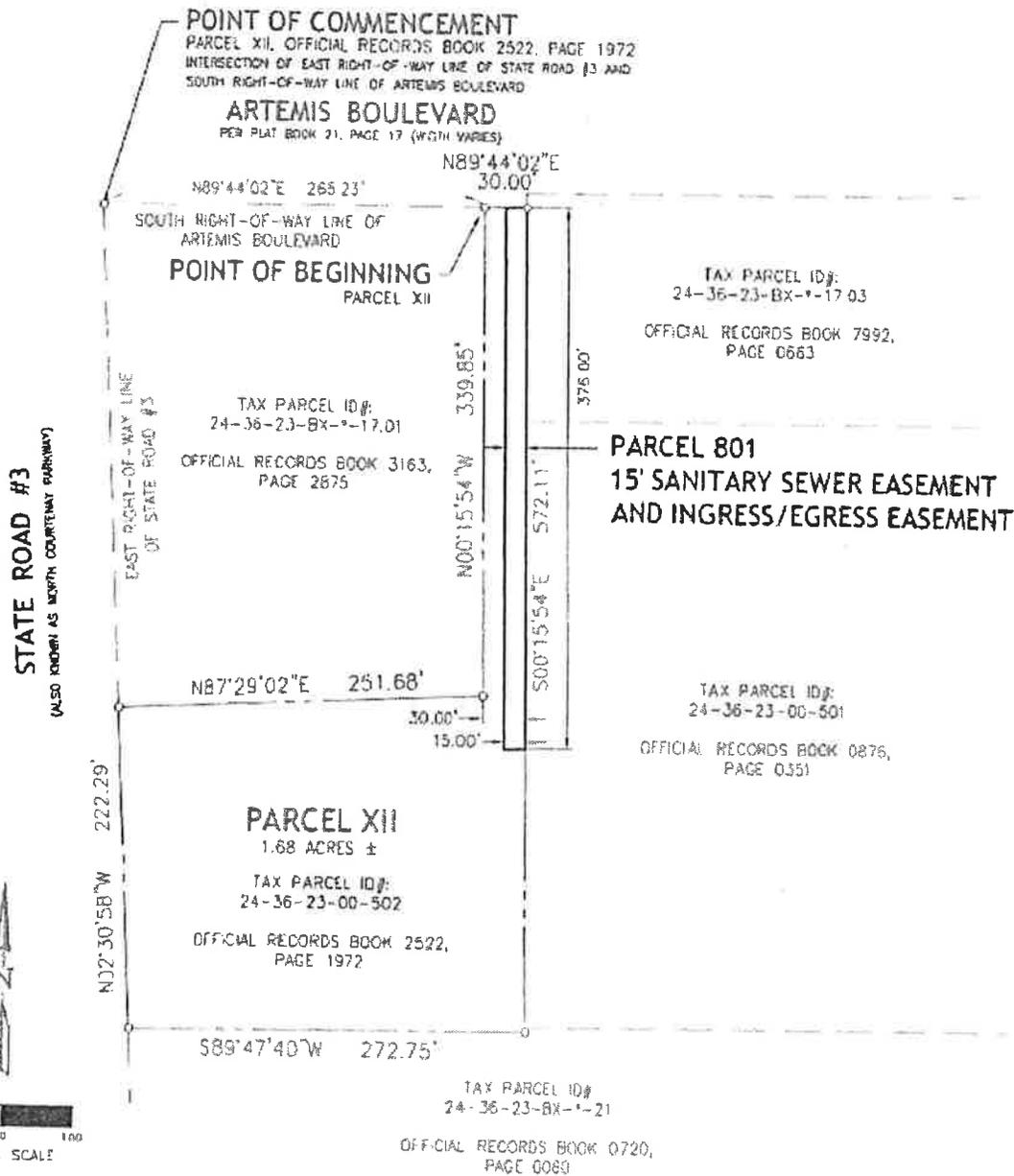
SKETCH OF DESCRIPTION

PARCEL 801

PARENT PARCEL ID#: 24-36-23-00-502
 PURPOSE: SANITARY SEWER EASEMENT AND INGRESS/EGRESS EASEMENT

EXHIBIT "A"

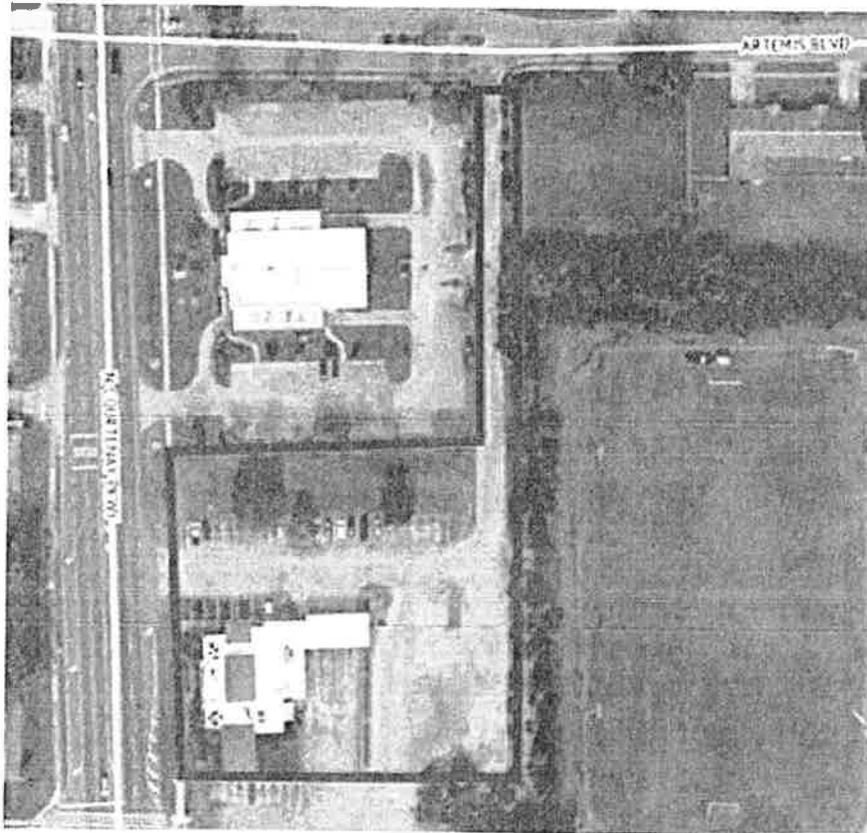
SHEET 2 OF 2
 NOT VALID WITHOUT SHEET 1 OF 2
THIS IS NOT A SURVEY



PREPARED BY: ALLEN Engineering, Inc. <small>REGISTERED PROFESSIONAL ENGINEERS - ENGINEERS</small>	106 DUNE LANE, COCOA BEACH, FLORIDA 32931 TELEPHONE: (321)793-7413 - FAX: (321)793-5902 WEBSITE: www.alleneng.net - EMAIL: info@alleneng.net	SCALE: 1"=100'	SECTION 23 TOWNSHIP 24 SOUTH RANGE 36 EAST
		PROJECT NO.: 150016	

Prepared by and Return to: Lucy Hamelers, Land Acquisition Specialist
Brevard County Public Works Dept., Land Acquisition Section (321-690-6847)
2725 Judge Fran Jamieson Way, A-204, Viera, Florida 32940
A portion of Interest in Tax Parcel I.D.: 24-36-23-00-502

EXHIBIT "B"
(Bank Parcel)



PARCEL 1:

A PARCEL OF LAND LYING IN SECTION 23, TOWNSHIP 24, SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF STATE ROAD #3 AND SOUTH RIGHT-OF-WAY OF ARTEMIS BOULEVARD, ACCORDING TO THE PLAT OF DIANA SHORES, UNIT NO. 4, AS RECORDED IN PLAT BOOK 21, PAGE 17, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, PROCEED EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF ARTEMIS BOULEVARD, N. 89°44'02"E., 265.23 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM THE POINT OF BEGINNING CONTINUE ALONG THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE N. 89°44'02" E., 30.00 FEET; THENCE S. 0°15'54" E., 572.11 FEET; THENCE S. 89°47'40" W. 272.75 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE ROAD #3; THENCE NORTHERLY WITH SAID EAST RIGHT-OF-WAY LINE N. 2°30'58" W., 222.29 FEET; THENCE N. 87°29'02"E., 251.68 FEET; THENCE N. 0°15'54"W., 339.85 FEET TO THE POINT OF BEGINNING.

LOCATION MAP

TWP: 24 S RNG: 36 E SEC: 23 DISTRICT: 2

STREET NAME: **Artemis Boulevard**

OWNER'S NAME: **Wells Fargo Bank, NA**

