



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.4.

12/7/2021

Subject:

Approval, Re: Donation of Permanent Roadway, Drainage, Sidewalk, and Utility Easement Agreement from Titusville-Cocoa Airport Authority for the North Area Security and Infrastructure Merritt Island Airport Project-District 2.

Fiscal Impact:

None

Dept/Office:

Public Works Department / Land Acquisition

Requested Action:

It is requested that the Board of County Commissioners accept and authorize the Chair to execute the acceptance of the attached Permanent Roadway, Drainage, Sidewalk, and Utility Easement Agreement.

Summary Explanation and Background:

The subject property is located in Section 1 and 2, Township 25 South, Range 36 East, on the east side of South Courtenay Parkway in Merritt Island.

Titusville-Cocoa Airport Authority, owner, has submitted site plan number 18AD00014 for review and approval by the County for the development of security and infrastructure improvements to the airport known as Merritt Island Airport. In accordance with County code and standards, the owner has agreed to donate the attached easement required as a condition of the site plan approval.

The User Department approves this request.

This acquisition 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 Permanent Roadway, Drainage, Sidewalk and Utility Easement Agreement with Exhibit.

BOARD OF COUNTY COMMISSIONERS

AGENDA REVIEW SHEET

AGENDA: Permanent Roadway, Drainage, Sidewalk, and Utility Easement Agreement from Titusville-Cocoa Airport Authority for the North Area Security and Infrastructure Merritt Island Airport Project – District 2.

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lucy Hamelers, Land Acquisition Supervisor

CONTACT PHONE: 321-350-8353 Ext. 58353

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor		<hr/>	<u>10-28-2021</u>
COUNTY ATTORNEY Christine Schverak Assistant County Attorney	<u>cms</u>	<hr/>	<u>11-8-2021</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

December 8, 2021

M E M O R A N D U M

TO: Marc Bernath, Public Works Director

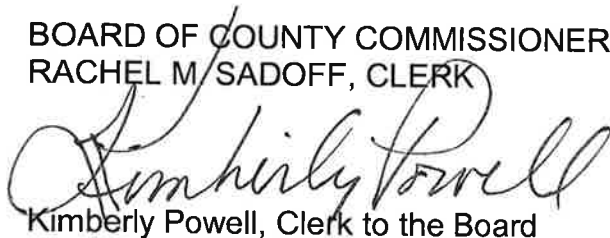
RE: Item F.4., Approval of Donation of Permanent Roadway, Drainage, Sidewalk, and Utility Easement Agreement from Titusville-Cocoa Airport Authority (TICO) for the North Area Security and Infrastructure Merritt Island Airport Project

The Board of County Commissioners, in regular session on December 7, 2021, executed and accepted the Permanent Roadway, Drainage, Sidewalk, and Utility Easement Agreement from TICO for the North Area Security and Infrastructure Merritt Island Airport Project, located in Section 1 and 2, Township 25 South, Range 36 East, on the east side of South Courtenay Parkway, Merritt Island. Enclosed is the fully-executed Agreement.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/ds

Encl. (1)

**PERMANENT ROADWAY, DRAINAGE, SIDEWALK, AND UTILITY EASEMENT
AGREEMENT**

THIS roadway, drainage, sidewalk and utility easement agreement (the "Easement") is made this 27th day of October 2021, between the following Parties: Titusville-Cocoa Airport Authority also known as Titusville-Cocoa Airport District, a dependent airport district in Brevard County, Florida (Grantor), whose address is 11 Bristow Way, Titusville, Florida 32780, and Brevard County, Florida, a political subdivision of the State of Florida ("Grantee"), 2725 Judge Fran Jamieson Way, Viera, Florida 32940 for the use and benefit of BREVARD COUNTY, Florida.

WITNESSETH:

1. Grant of Easement. That the Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration paid, the receipt of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a perpetual non-exclusive right-of-way easement for roadway, drainage, sidewalk, and utilities purposes commencing on the above date for the purposes of (a) constructing and maintaining roadway(s), sidewalk(s), drainage, and utilities, and (b) for public drainage flowage through the easement area. This includes the right of ingress and egress onto the easement area as may be necessary for the full use and enjoyment by Grantee of its easement, and other allied uses pertaining thereto, over, under, upon, above, and through the following lands:

The land affected by the granting of the easements is located in Section 02, Township 25 South, Range 36 East, Brevard County, Florida, and being more particularly described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

The easement granted is non-exclusive and is made subject to all easements, conditions and restrictions, reservations and other matters of public record.

2. Grantor(s) shall have full use and enjoyment of the Easement Area but shall not make any improvements within the Easement Area which will conflict or interfere with the Easement granted herein, or without obtaining a right-of-way permit from Brevard County. Subject to the qualification above, Grantor may, at its sole cost and expense:

- a) construct drainage improvements within the easement area. Once constructed, Grantor shall maintain all such drainage improvements.
- b) construct public utilities within the easement area. Grantee shall maintain any public utilities so installed, upon acceptance by County.
- c) construct private utilities within the easement area, and once constructed, Grantor shall maintain said private utilities.

3. Applicable Law. This Easement shall be governed, enforced and construed in accordance with the laws of the State of Florida. If any provisions of this Easement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Easement shall not be affected thereby and each provision of this Easement shall otherwise remain valid and enforceable to the fullest extent permitted by law.

4. Liability. Each Party is responsible for the negligent or wrongful acts or omissions of its own employees, agents or other representatives while acting within the scope of their employment or otherwise within their authorized capacity, arising from the activities encompassed by this Easement. Nothing in this agreement shall be considered a waiver of the either Party's protections afforded to it under Florida's sovereign immunity provisions, or the waiver of the limitation on liability contained within section 768.28, Florida statutes. Any amount paid under this provision shall not exceed the limits on damages pursuant to section 768.28(5), Florida statutes.

5. Binding Effect. This Easement, and the rights and interests created herein, runs with the land and shall be binding upon and inuring to the benefit of the Parties hereto and their respective successors and assigns. Notwithstanding anything in the foregoing provisions of this Easement to the contrary, Grantors shall have no duties, responsibilities or liabilities hereunder after Grantors have conveyed title to the Easement Area to a third party, except for any duties, responsibilities in effect or liabilities that occurred prior to such conveyance.

TO HAVE AND TO HOLD said easement unto Brevard County, a political subdivision of the State of Florida, and to its successors and assigns. The Grantor does hereby covenant with the Grantee that it is lawfully seized and possessed of the Easement Area and that it has a good and lawful right to grant the Easement.

(Signatures and Notary on next page)

IN WITNESS WHEREOF, the Grantor, by its duly authorized representative, has set its hand and seal this, the day and year first above written,

Signed, sealed, and delivered in the presence of:

SUE WILLIAMS

Titusville-Cocoa Airport Authority
also known as the Titusville-Cocoa
Airport Authority, a dependent airport
district in Brevard County, Florida

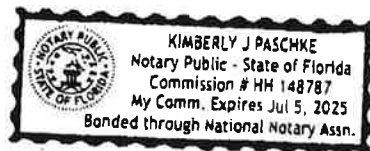
Witness
Christina L Kinard
Witness

BY: Kevin Daugherty
Kevin Daugherty, Director of Airports

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of October 2021, by Kevin Daugherty, as Director of Airports, on behalf of the Titusville-Cocoa Airport, also known as Titusville-Cocoa Airport District, a dependent airport district in Brevard County. He is either ☒ personally known to me or ☐ produced _____ as identification.

Kimberly J Paschke
Notary Public



Print Name: Kimberly J Paschke
My commission expires: July 5, 2025

(Acceptance on Next Page)

Acceptance

The Grantee, by its duly authorized representative, has set its hand and seal this, the day and year first written above.

Dated: 7 day of December, 2021.

ATTEST:



Jason Arthur, Chief Deputy

GRANTEE:
BREVARD COUNTY, FLORIDA


BY: _____
Kristine Zonka, Chair

As Approved by the Board:

Agenda Item # _____

Board Meeting Date 12/07/2021

LEGAL DESCRIPTION

MANOR DRIVE EASEMENT

PARENT PARCEL ID#: 25-36-01-00-4
PURPOSE: RIGHT OF WAY EASEMENT

EXHIBIT "A"

SHEET 1 OF 9

NOT VALID WITHOUT SHEET 2 - 9

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: RIGHT OF WAY EASEMENT (BY RALPH W. GROMLEY LS#6605)

Being a portion of those lands described in official records book 865, page 1007 and a part of Section 1 and 2 of Township 25 South, Range 36 East, Said parcel, also being a strip of land running along the North line of the SE Quarter of the NE Quarter of the NE Quarter of Section 2 and the North Line of the South Half of the NW Quarter of Section 1. and along the South Line of the San Lin Manor as recorded in Plat Book 10 Page 69 of the Brevard County, Florida Records.

Beginning at the NW corner of the SE Quarter of the NE Quarter of the NE Quarter of Section 2. Said point also being on the South Right of Way Line of Manor Drive 20' Right of Way per plat book 10, page 69. Said point being the Place of Beginning of the following described parcel.

Thence North 88°47'50" East along the said North Line of the SE Quarter of the NE Quarter of the NE Quarter of Section 2 and the South Right of Way of said Manor Drive a distance of 660.09 feet to the NW corner of the of the South half of the NW Quarter of said Section 1.

Thence North 88°45'58" East Along the North Line of the South Half of the NW Quarter of Section 1 and continuing along the south line of said San Lin Manor and the easterly extension thereof and also being the South Right of Way line of Manor Drive, as described in ORB 1734, page 178, a distance of 1289.67 feet to a point in the East line of ORB 865, page 1007.

Thence South 01°16'01" East a distance 727.54 feet along the East line of ORB 865, page 1007 to a point.

Thence North 72°06'03" West a distance 46.27 feet to a point.

Thence North 01°16'01" West a distance 673.02 feet to a point.

Thence South 88°54'36" West a distance 747.61 feet to a point.

Thence South 88°20'39" West a distance 122.59 feet to a point.

Thence South 88°13'58" West a distance 620.53 feet to a point.

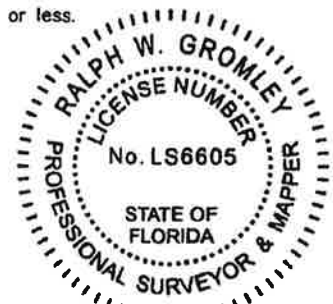
Thence North 02°23'08" West a distance 24.47 feet to a point.

Thence South 89°06'37" West a distance 414.89 feet to a point in the West line of the SE Quarter of the NE Quarter of the NE Quarter of Section 2.

Thence North 01°16'05" along the West line of the SE Quarter of the NE Quarter of the NE Quarter of Section 2 a distance of 17.55 feet to the Principle Place of Beginning. Containing 2.255 Acres (98222 Square Feet) more or less.

SURVEYORS NOTES:

1. THE BASIS OF BEARING IS N 88°47'50" E, ALONG THE NORTH LINE OF THE SE 1/4 OF THE NE QUARTER OF THE NE 1/4 OF SECTION 2, TWP. 25 S., RGE. 36 E. AN ASSUMED BEARING AS DESCRIBED IN OFFICIAL RECORDS BOOK 865 PAGE 1007.



CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY: Michael Baker International LB69
515 North Flagler Drive, Suite 303
West Palm Beach, FL 33401
T. 561-812-8400
F. 561-812-6401
www.mbakerial.com

[Signature] 09/10/2021
SURVEYOR, PSM RALPH W. GROMLEY #LS 6605
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

DRAWN BY: SDP	CHECKED BY: RWG	PROJECT NO. 182573	SECTIONS 1 & 2 TOWNSHIP 25 SOUTH RANGE 36 EAST	
DATE: 09/01/2021	DRAWING: 1	REVISIONS	DATE	DESCRIPTION

LEGAL DESCRIPTION

MANOR DRIVE EASEMENT

PARENT PARCEL ID#: 25-36-01-00-4
PURPOSE: RIGHT OF WAY EASEMENT

EXHIBIT "A"

SHEET 2 OF 9

NOT VALID WITHOUT SHEET 1, 3 - 9

THIS IS NOT A SURVEY

SURVEYORS NOTES (CONTINUED...):

2. TITLE REPORT ORDER NO.: 9254584
CUSTOMER REFERENCE NO. 7-00001
ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY
FROM 03/10/1996 TO 03/10/2021

LEGEND

R/W = RIGHT OF WAY
PB = PLAT BOOK
PG = PAGE
ORB = OFFICIAL RECORDS BOOK
POB = POINT OF BEGINNING

- A. MATTERS AS CONTAINED IN THE SURVEY RECORDED IN SURVEY BOOK 2, PAGE 101.
AFFECTS PROPERTY AND PLOTTED
- B. UTILITY EASEMENTS AS SET FORTH IN THE TRUST DEED RECORDED IN OFFICIAL RECORDS BOOK 3, PAGE 616.
AFFECTS PROPERTY AND PLOTTED
- C. DEDICATION BY THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND RECORDED IN OFFICIAL RECORDS BOOK 730, PAGE 556.
DOES NOT AFFECT EASEMENT
- D. DEDICATION OF CLEAR ZONE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 775, PAGE 417 TOGETHER WITH CORRECTIVE DEDICATION OF CLEAR ZONE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 806 PAGE 245.
DOES NOT AFFECT EASEMENT
- E. CITY OF COCOA UTILITIES DEPARTMENT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1161, PAGE 775.
DOES NOT AFFECT EASEMENT
- F. LEASE AND AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2275, PAGE 199.
DOES NOT AFFECT EASEMENT
- G. CITY OF COCOA UTILITIES DEPARTMENT WATER EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2758, PAGE 369.
DOES NOT AFFECT EASEMENT
- H. WATER LINE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3068, PAGE 3291.
DOES NOT AFFECT EASEMENT
- I. WATER LINE & INGRESS/ EGRESS EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3071, PAGE 2846.
DOES NOT AFFECT EASEMENT
- J. WATER LINE & INGRESS/EGRESS EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 5762, PAGE 1117.
DOES NOT AFFECT EASEMENT
- K. INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC TRANSPORTATION COORDINATION JOINT PARTICIPATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7935, PAGE 2658, TOGETHER WITH THE FIRST AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 8592, PAGE 1362.
DOES NOT AFFECT EASEMENT

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SURVEYOR, PSM RALPH W. GROMLEY #LS 6605
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

DRAWN BY: SDP

CHECKED BY: RWG

PROJECT NO. 182573

REVISIONS

DATE

DESCRIPTION

SECTIONS 1 & 2

TOWNSHIP 25 SOUTH

RANGE 36 EAST

DATE: 09/01/2021

DRAWING: 1

KEY SHEET

MANOR DRIVE EASEMENT

PARENT PARCEL ID#: 25-36-01-00-4

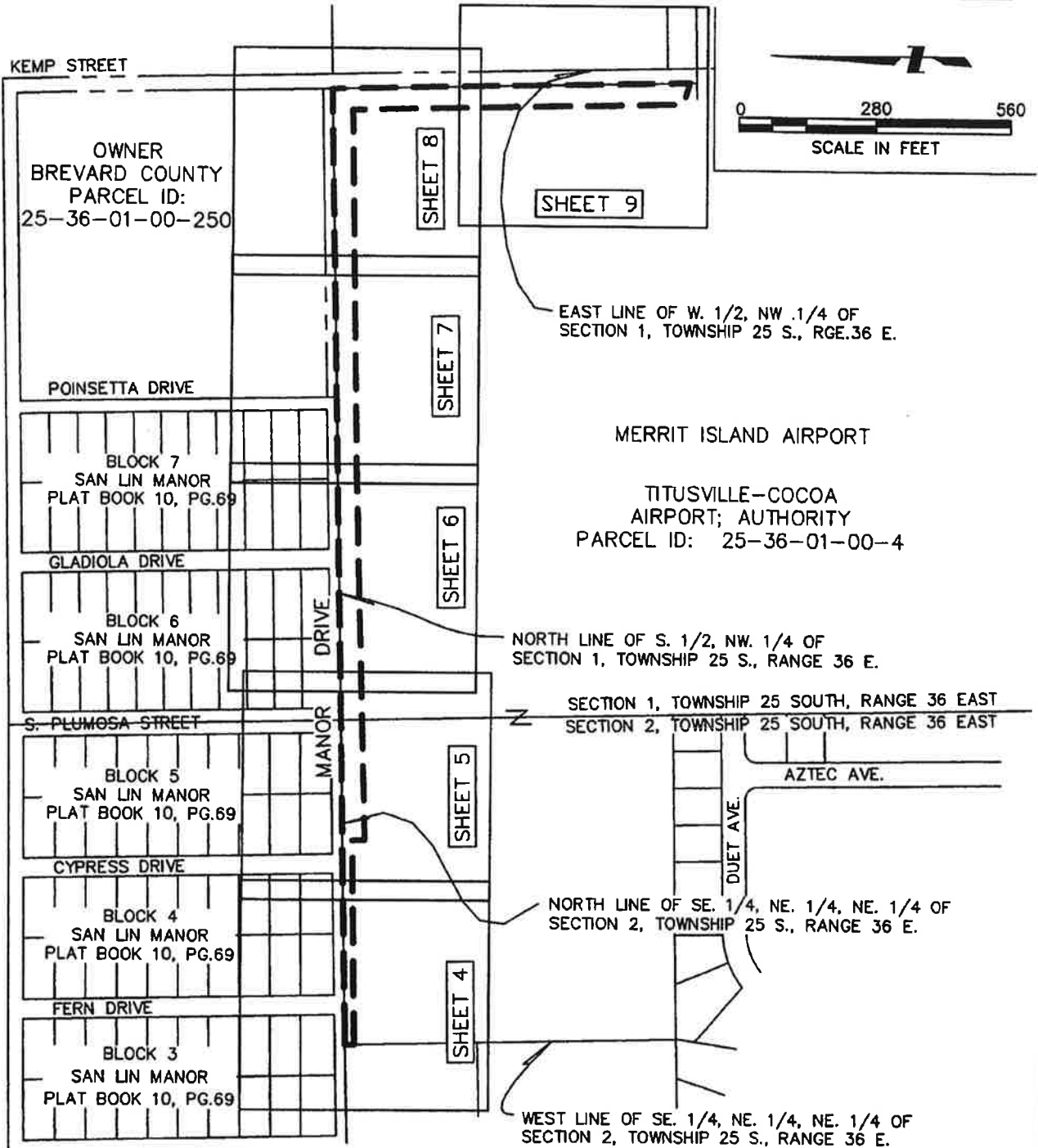
PURPOSE: RIGHT OF WAY EASEMENT

EXHIBIT "A"

SHEET 3 OF 9

NOT VALID WITHOUT SHEET 1, 2, 4 - 9

THIS IS NOT A SURVEY



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SCALE: NOT TO SCALE

PROJECT NO.:
182573

SECTION 1 & 2
TOWNSHIP 25 SOUTH
RANGE 36 EAST

SKETCH OF DESCRIPTION

MANOR DRIVE EASEMENT

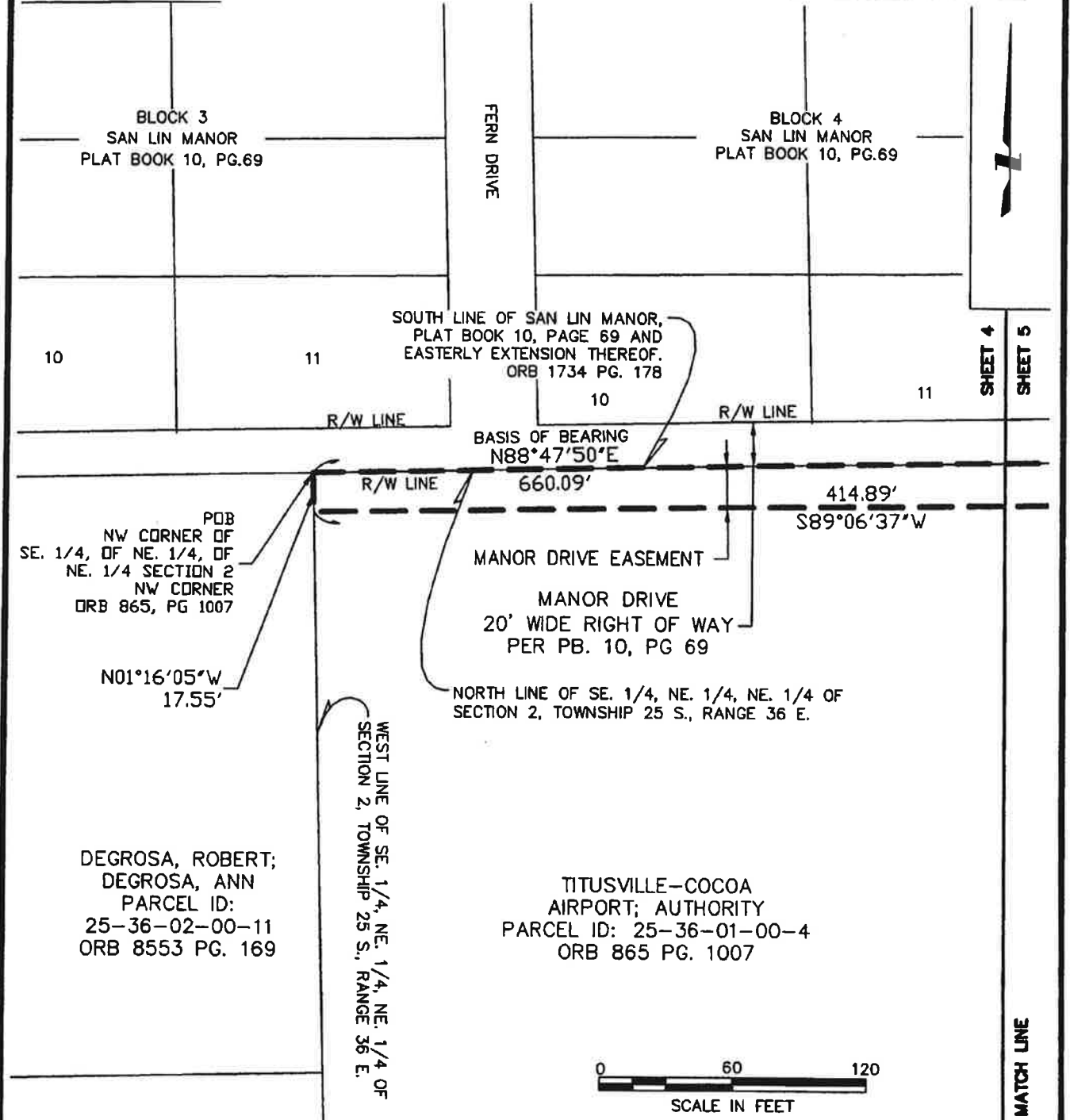
PARENT PARCEL ID#: 25-36-01-00-4
PURPOSE: RIGHT OF WAY EASEMENT

EXHIBIT "A"

SHEET 4 OF 9

NOT VALID WITHOUT
SHEET 1 - 3, 5 - 9

THIS IS NOT A SURVEY



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SCALE:
1" = 60'
PROJECT NO.:
182573

SECTION 2
TOWNSHIP 25 SOUTH
RANGE 36 EAST

SKETCH OF DESCRIPTION

MANOR DRIVE EASEMENT

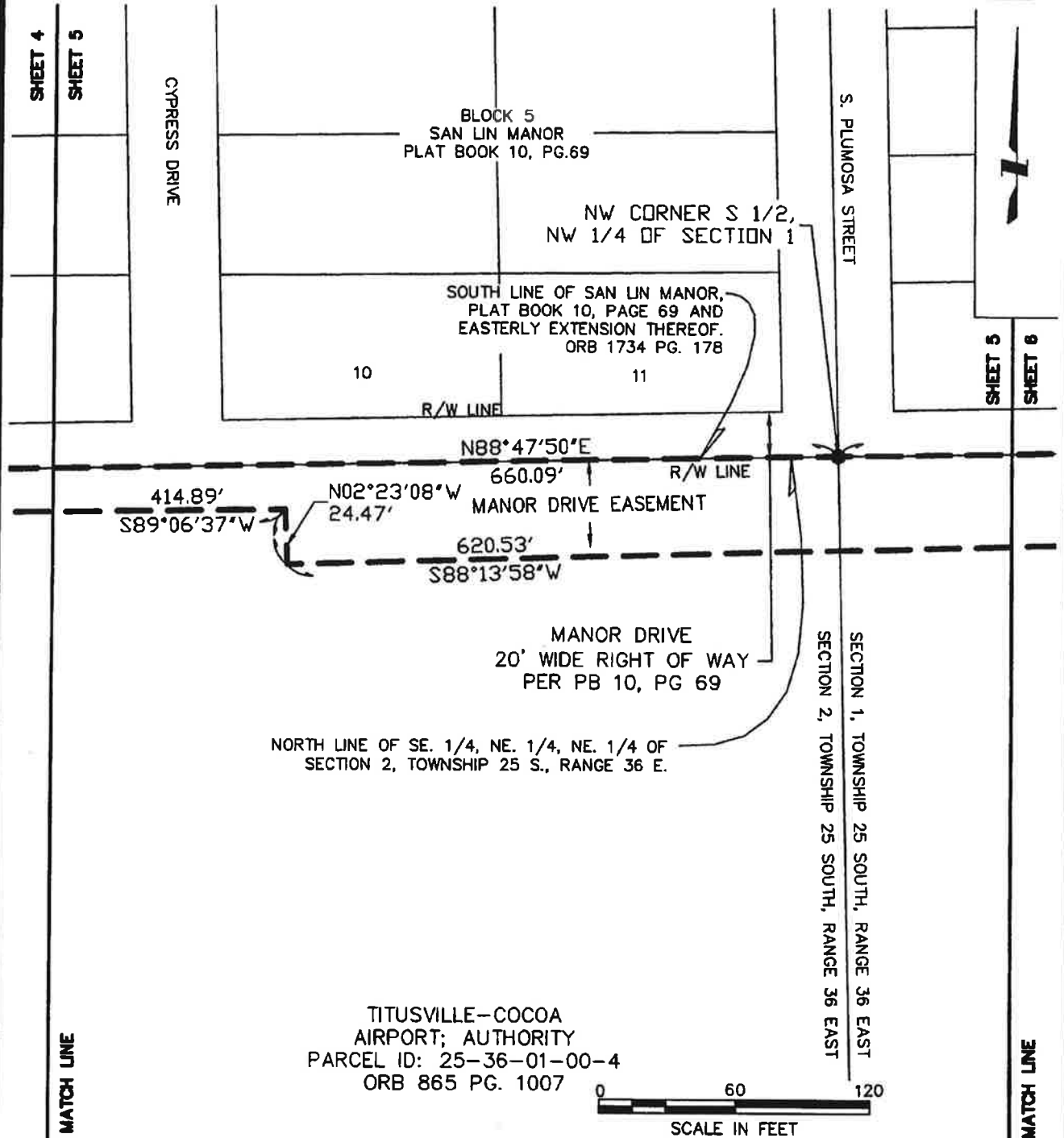
PARENT PARCEL ID#: 25-36-01-00-4
PURPOSE: RIGHT OF WAY EASEMENT

EXHIBIT "A"

SHEET 5 OF 9

NOT VALID WITHOUT
SHEET 1 - 4, 6 - 9

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SCALE:
1" = 60'
PROJECT NO.:
182573

SECTION 1&2
TOWNSHIP 25 SOUTH
RANGE 36 EAST

SKETCH OF DESCRIPTION

MANOR DRIVE EASEMENT

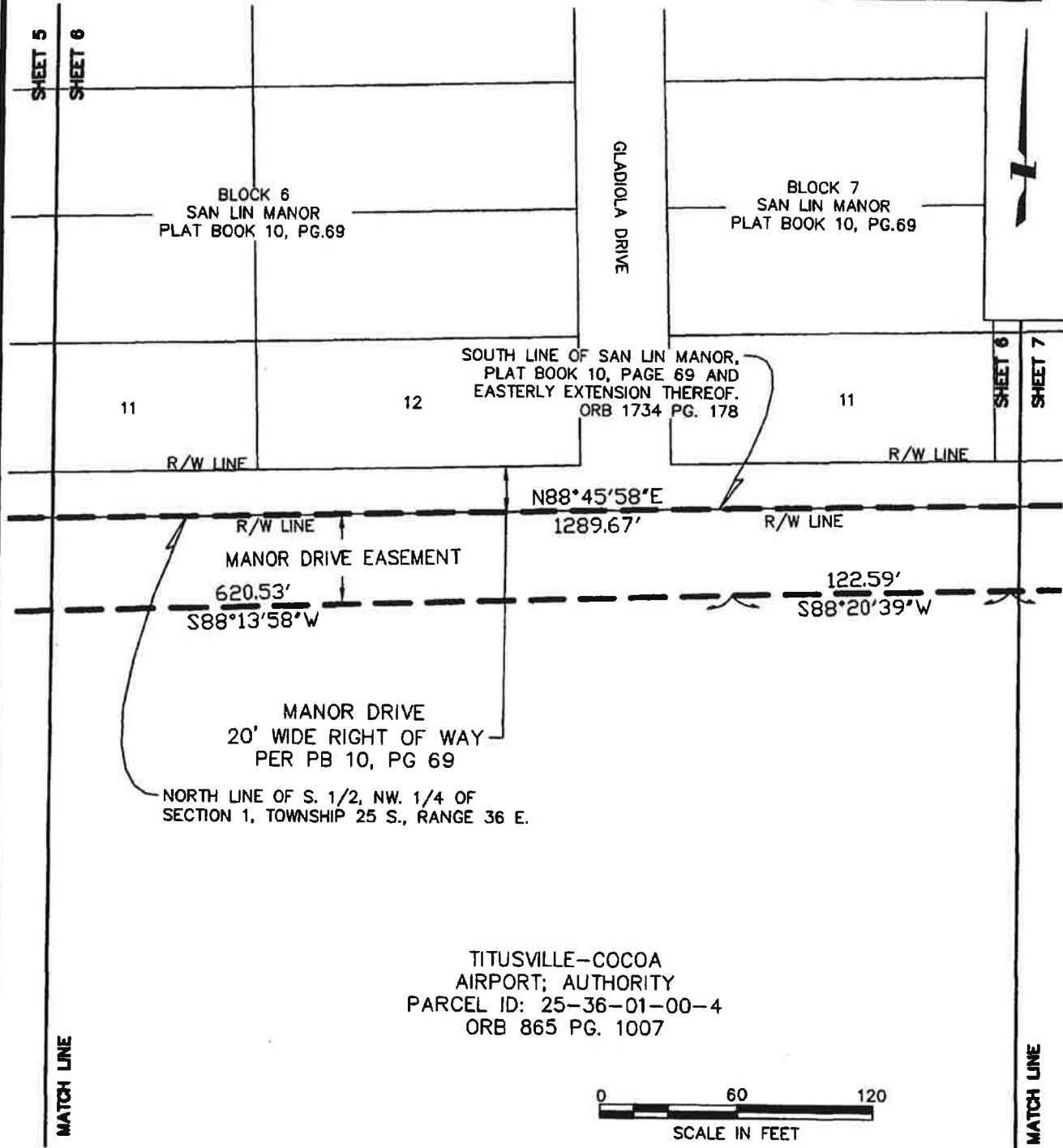
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EXHIBIT "A"

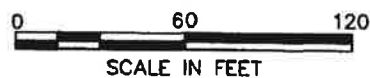
SHEET 6 OF 9

NOT VALID WITHOUT
SHEET 1 - 5, 7 - 9

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TITUSVILLE-COCOA
AIRPORT; AUTHORITY
PARCEL ID: 25-36-01-00-4
ORB 865 PG. 1007



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SCALE:
1" = 60'
PROJECT NO.:
182573

SECTION 1
TOWNSHIP 25 SOUTH
RANGE 36 EAST

SKETCH OF DESCRIPTION

MANOR DRIVE EASEMENT

PARENT PARCEL ID#: 25-36-01-00-4

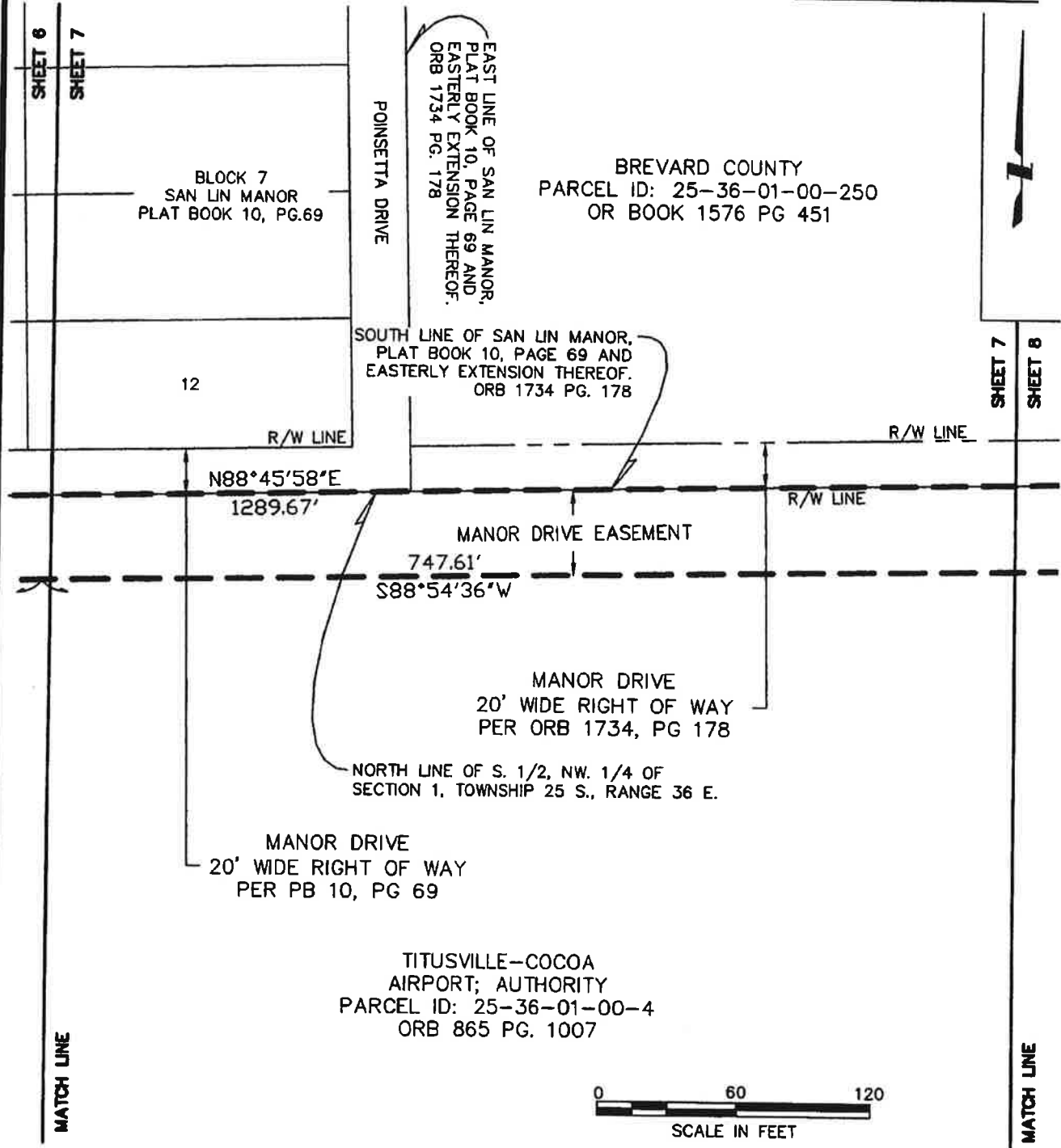
PURPOSE: RIGHT OF WAY EASEMENT

EXHIBIT "A"

SHEET 7 OF 9

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SCALE:
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PROJECT NO.:
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SECTION 1
TOWNSHIP 25 SOUTH
RANGE 36 EAST

SKETCH OF DESCRIPTION

MANOR DRIVE EASEMENT

PARENT PARCEL ID#: 25-36-01-00-4

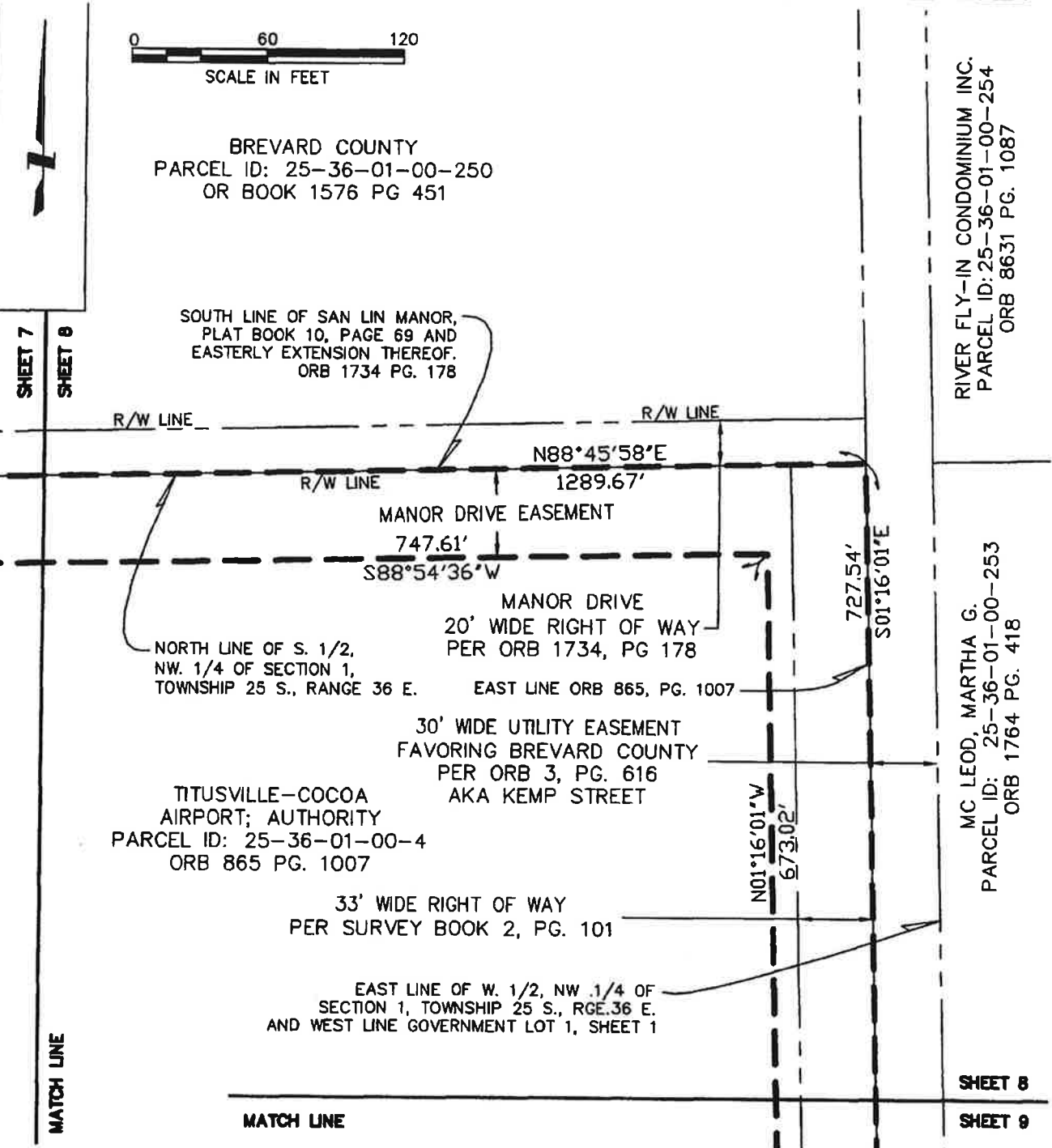
PURPOSE: RIGHT OF WAY EASEMENT

EXHIBIT "A"

SHEET 8 OF 9

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SCALE:
 1" = 60'
 PROJECT NO.:
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SECTION 1
 TOWNSHIP 25 SOUTH
 RANGE 36 EAST

SKETCH OF DESCRIPTION

MANOR DRIVE EASEMENT

PARENT PARCEL ID#: 25-36-01-00-4

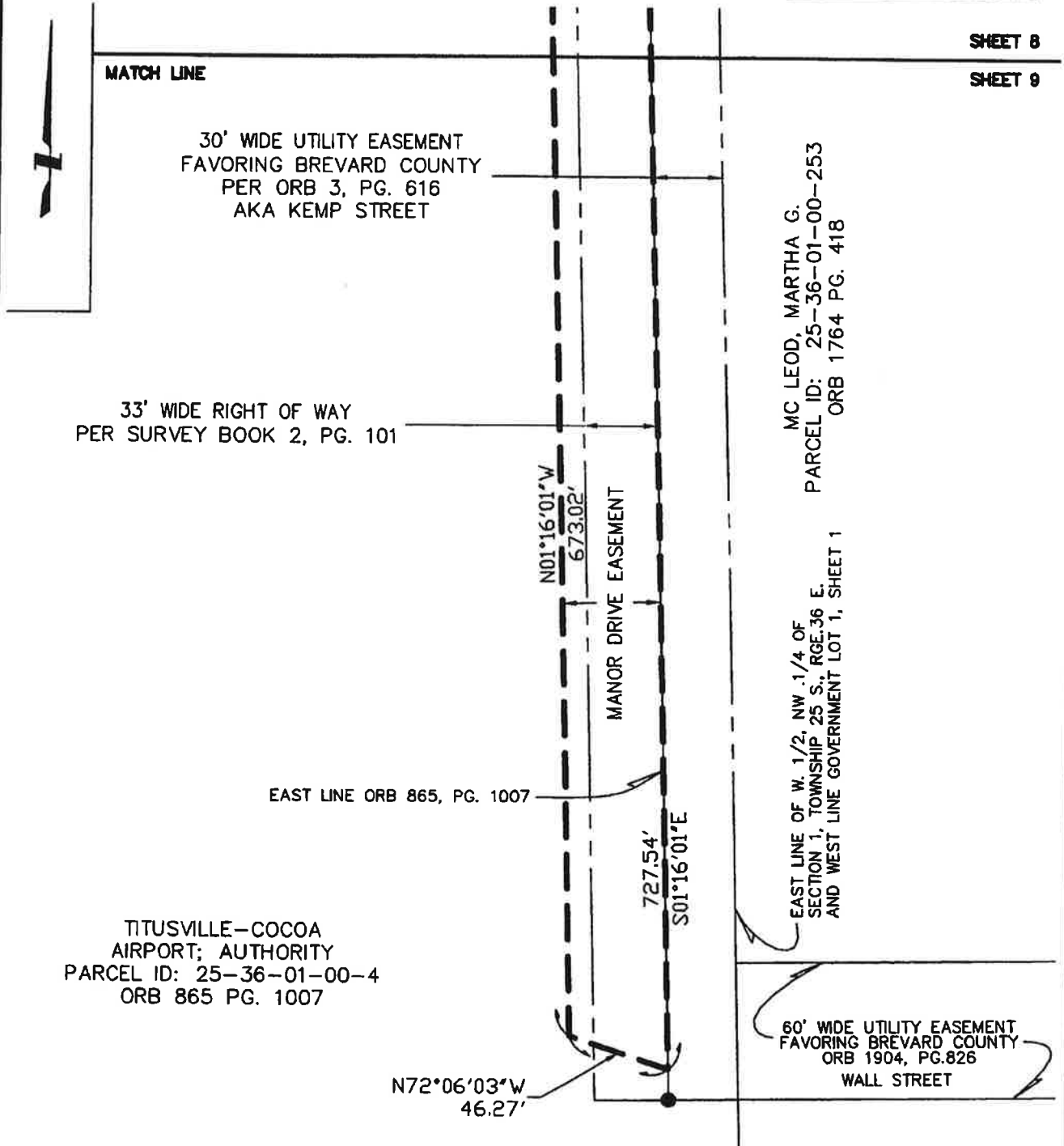
PURPOSE: RIGHT OF WAY EASEMENT

EXHIBIT "A"

SHEET 9 OF 9

NOT VALID WITHOUT SHEET 1 - 8

THIS IS NOT A SURVEY



SHEET 8

SHEET 9

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SCALE:
 1" = 60'
 PROJECT NO.:
 182573

SECTION 1
 TOWNSHIP 25 SOUTH
 RANGE 36 EAST

LOCATION MAP

Section 1 and 2, Township 25 South, Range 36 East - District: 2

PROPERTY LOCATION: The east side of South Courtenay Parkway in Merritt Island.

OWNERS NAME(S): Titusville-Cocoa Airport Authority

