



AGENDA REPORT
May 21, 2019

Approval Re: Department of the Army Consent to Easement to Use Corps of Engineers Right-of-Way for the Veterans Memorial Dock Replacement Project – District 1.

SUBJECT:

Approval Re: Department of the Army Consent to Easement to Use Corps of Engineers Right-of-Way for the Veterans Memorial Dock Replacement Project – District 1.

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 approve and authorize the Chair to execute two original Department of the Army Consent to Easement to Use Corps of Engineers Right-of-Way.

SUMMARY EXPLANATION and BACKGROUND:

The subject parcel is located in Section 35, Township 21 South, Range 35 East.

During Hurricane Irma in 2017, damage to the dock located at the Veterans Memorial Park in Titusville occurred. The Parks & Recreation Department is planning to construct, use, maintain, and repair the dock, which will be administered through the County facilities construction management section. The dock is located in the right-of-way easement of the United States of America, Department of the Army. The Department of the Army requires a Consent to Easement (2 originals) to be executed by the County prior to the commencement of construction.

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

CLERK TO THE BOARD INSTRUCTIONS:

Return two (2) original executed Department of the Army Consent to Easement to Use Corps of Engineers Right-of-Way with Exhibits and Board Approval Memo to Public Works Department Land Acquisition Section.

ATTACHMENTS:

Description

- **Veterans Memorial Dock Replacement-Dept of Army Consent to Easement**

BOARD OF COUNTY COMMISSIONERS

AGENDA: DEPARTMENT OF THE ARMY CONSENT TO EASEMENT TO USE
CORPS OF ENGINEERS RIGHT-OF-WAY- FOR THE VETERANS
MEMORIAL DOCK REPLACEMENT PROJECT – DISTRICT 1

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION /
PARKS & RECREATION 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>5/8/19</u>
COUNTY ATTORNEY Jad Brewer Assistant County Attorney	<u></u>	_____	<u>5/8/19</u>

AGENDA DUE DATE: May 14, 2019 for the May 21, 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.

BOARD OF COUNTY COMMISSIONERS

AGENDA: DEPARTMENT OF THE ARMY CONSENT TO EASEMENT TO USE
CORPS OF ENGINEERS RIGHT-OF-WAY- FOR THE VETERANS
MEMORIAL DOCK REPLACEMENT PROJECT – DISTRICT 1

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION /
PARKS & RECREATION 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>5/8/19</u>
COUNTY ATTORNEY Jad Brewer Assistant County Attorney	<u></u>	_____	<u>5/8/19</u>

AGENDA DUE DATE: May 14, 2019 for the May 21, 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

May 22, 2019

MEMORANDUM

TO: Corrina Gumm, Interim Public Works Director

RE: Item F.11., Approval, Re: Department of Army Consent to Easement to Use Corps of Engineers Right-of-Way for the Veterans Memorial Dock Replacement Project

The Board of County Commissioners, in regular session on May 21, 2019, approved and authorized the Chair to execute the Department of the Army Consent to Easement to Use Corps of Engineers Right-of-Way for the Veterans Memorial Dock Replacement Project. Enclosed are two executed Consent to Easement Agreements.

Upon execution by all parties, please return a fully-executed Consent to Easement Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/kp

Encls. (2)

cc: Land Acquisition Department

**DEPARTMENT OF THE ARMY
CONSENT TO EASEMENT
TO USE CORPS OF ENGINEERS RIGHT-OF-WAY**

Consent No. DACW17-9-19-0047
Project: Intracoastal Waterway,
Jacksonville to Miami Project
Brevard County
Tract No. 356

THIS CONSENT TO EASEMENT AGREEMENT, made by and between the **UNITED STATES OF AMERICA, DEPARTMENT OF THE ARMY**, hereinafter referred to as the "Government", acting by and through the Real Estate Contracting Officer, Chief, Real Estate Division, hereinafter referred to as "said officer," and **BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "Grantee":

WHEREAS, the Government has acquired a right-of-way easement over the above-numbered tract of land, which easement, by its terms, reserves to the Government, in perpetuity, the right to use said easement for the construction, improvement, and maintenance of the Intracoastal Waterway, Jacksonville to Miami Project, Brevard County, Florida; and

WHEREAS, the Grantee has requested to construct, use, maintain, repair and remove a pier in, on, across, over, and under a portion of the lands identified as Tract No. 356, Section 35, Township 21 South, Range 35 East, Brevard County, Florida. The area comprising .01 of an acre, more or less, is shown in red on Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, this consent is granted and accepted under the following conditions:

1. That it is understood that this consent is effective only insofar as the property rights of the Government in the land to be occupied are concerned, and that it does not relieve the Grantee from the necessity of obtaining grants from the owners of the fee and/or other interests, therein, nor does it obviate the requirement that the Grantee obtain State or local assent required by law for the activity authorized herein.
2. That any proposed improvements or use authorized herein shall not be commenced until appropriate rights shall have been obtained by the Grantee from the record owners and encumbrancers of the fee title to the lands involved, or until the Grantee has obtained all Federal, State, or local permits required by law.
3. That the proposed improvements or use authorized herein shall be consistent with the terms and conditions of this consent; and that any improvements or use not specifically identified and authorized shall constitute a violation of the terms and

conditions of this consent which may result in a revocation of this consent and in the institution of such legal proceedings as the Government may consider appropriate, whether or not this consent has been revoked or modified.

4. That the exercise of the privileges hereby consented to shall be without cost or expense to the Government and under the supervision of and subject to the approval of the said officer having immediate jurisdiction over the property and subject to such regulations as he may from time to time prescribe, including, but not limited to, the specific conditions, requirements, and specifications set forth in paragraph 14 below.

5. That the Grantee shall supervise and maintain the said improvements and cause it to be inspected at reasonable intervals, and shall immediately repair any damage found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said improvements or the making of any repairs thereto, the premises shall be restored immediately by the Grantee, at the Grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of said officer.

6. That any property of the Government damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to the satisfaction of the said officer, or in lieu of such repair or replacement, the Grantee shall, if so required by said officer and at his option, pay to the Government an amount sufficient to compensate for the loss sustained by the Government by reason of damage to or destruction of Government property.

7. That the Government shall not be responsible for damages to the property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Grantee, or for damages to the property or injuries to the person of the Grantee, or the persons of Grantee's officers, agents, servants, or employees, or others who may be on said premises at the invitation of the Grantee or the invitation of one of them, arising from Governmental activities on or in the vicinity of the said premises, and the Grantee shall hold the Government harmless from any and all claims.

8. That the Government shall in no case be liable for any damage, either hidden or known, to any improvements herein authorized which may be caused by any action of the Government, under the rights obtained in its easements, or that may result from the future operations undertaken by the Government, and no claim or right to compensation shall accrue from such damage, and if further operations of the Government require the alteration or removal of any improvements herein authorized, the Grantee shall, upon due notice, from said officer, alter or remove said improvements without expense to the Government and subject to the supervision and approval of the said officer and no claim for damages shall be made against the Government on account of such alterations or removal.

9. That construction and/or operation, maintenance, and use of any improvements incident to the exercise of the privileges herein granted shall be in such a manner as not to conflict with the rights of the Government, nor to interfere with the operations by the Government under such rights nor to endanger lives and safety of the public.

10. That this consent may be terminated by the Government or said officer upon reasonable notice to the Grantee if the Government or said officer shall determine that any improvements or use to which consent is herein granted interferes with the use of said land or any part thereof by the Government, and this consent may be annulled and forfeited by the declaration of the Government or said officer for failure to comply with any or all of the provisions and conditions of this consent, or for nonuse for a period of two (2) years, or for abandonment.

11. That upon relinquishment, termination, revocation, forfeiture, or annulment of this consent, the Grantee shall vacate the premises, remove all property of the Grantee therefrom, and restore the premises to a condition satisfactory to the said officer. If the Grantee shall fail or neglect to remove the said property and so restore the premises, then at the option of the Government or said officer, the said property shall either become the property of the Government without compensation therefor, or the Government or said officer, may cause it to be removed, and the premises to be so restored at the expense of the Grantee, and no claim for damages against the Government, or its officer or agents, shall be created by or made on account of such removal and restoration.

12. That the Grantee within the limits of his respective legal powers shall comply with all Federal, interstate, State, and/or local governmental regulations, conditions, or instructions for the protection of the environment and all other matters as they relate to real property interests granted herein.

13. That the Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify the District Engineer, Jacksonville District, Post Office Box 4970, Jacksonville, Florida 32232-0019, and the site and the material shall be protected by the Grantee from further disturbance until a professional examination of them can be made or until a clearance to proceed is authorized by the District Engineer.

14. That construction shall be in accordance with the drawings attached hereto and made a part hereof as Exhibit "B" and to Department of the Army Permit No. SAJ-1996-02058 (NWP-CMM), incorporated herein by reference. That no additional structures shall be constructed waterward of the Government's right-of-way line and that any

structures currently within the right-of-way must be removed by the Grantee, at Grantee's expense, if future needs of the Government so require.

15. That this consent may not be transferred to a third party without the prior written notice to the Chief, Real Estate Division, U.S. Army Corps of Engineers, Jacksonville District, Post Office Box 4970, Jacksonville, Florida 32232-0019, and by the transferee's written agreement to comply with and be bound by all the terms and conditions of this consent. In addition, if the Grantee transfers the improvements authorized herein by conveyance of realty, the deed shall reference this consent and the terms and conditions herein and the consent shall be recorded along with the deed in the Registrar of Deeds or with other appropriate official.

This consent is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand, by authority of the Secretary of the Army, this _____ day of _____ 2019.

UNITED STATES OF AMERICA

BY: _____
WILLIE L. PATTERSON III, Ed. D
Real Estate Contracting Officer
Chief, Real Estate Division
Mobile District

AGREED TO AND ACCEPTED

BREVARD COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

**ATTEST:
SCOTT ELLIS
CLERK TO THE BOARD**

By: 
Clerk to the Board

By: 
KRISTINE ISNARDI, Chair

Approved by the Board on MAY 21 2019

Agenda Item # F.11

TRACT		REGISTER		REMARKS	
NO.	DATE	NO.	DATE	NO.	DATE

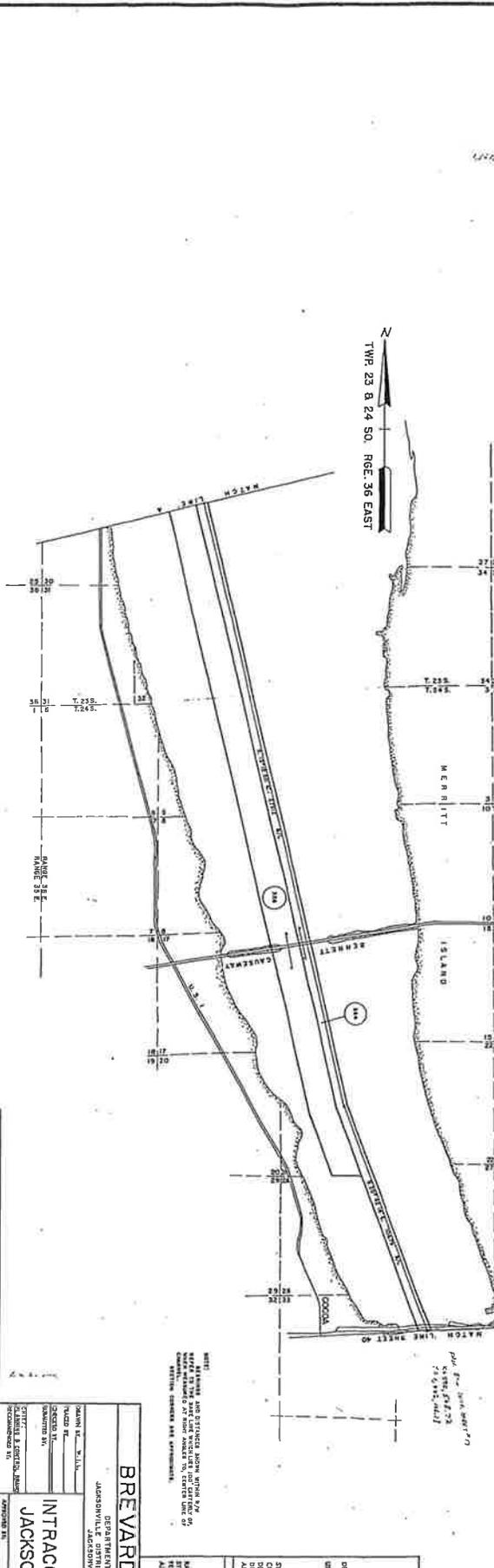
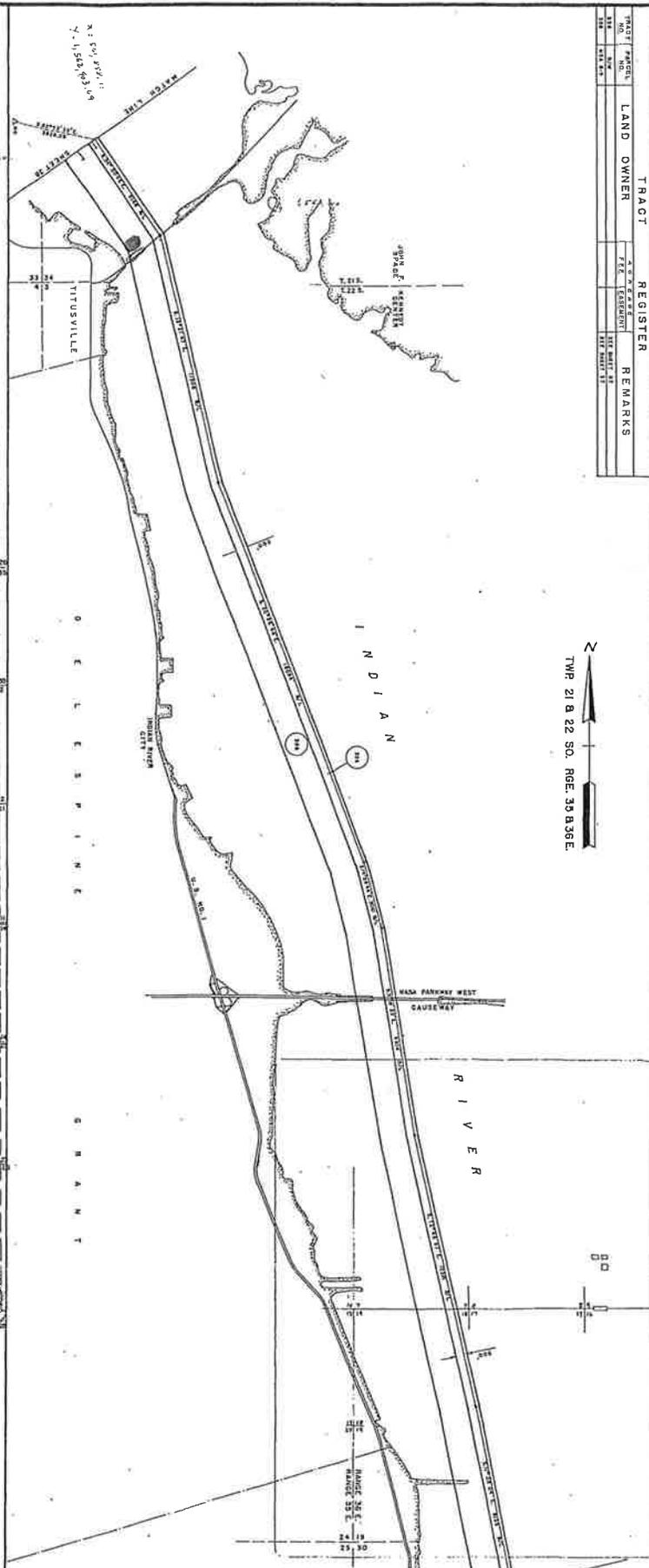
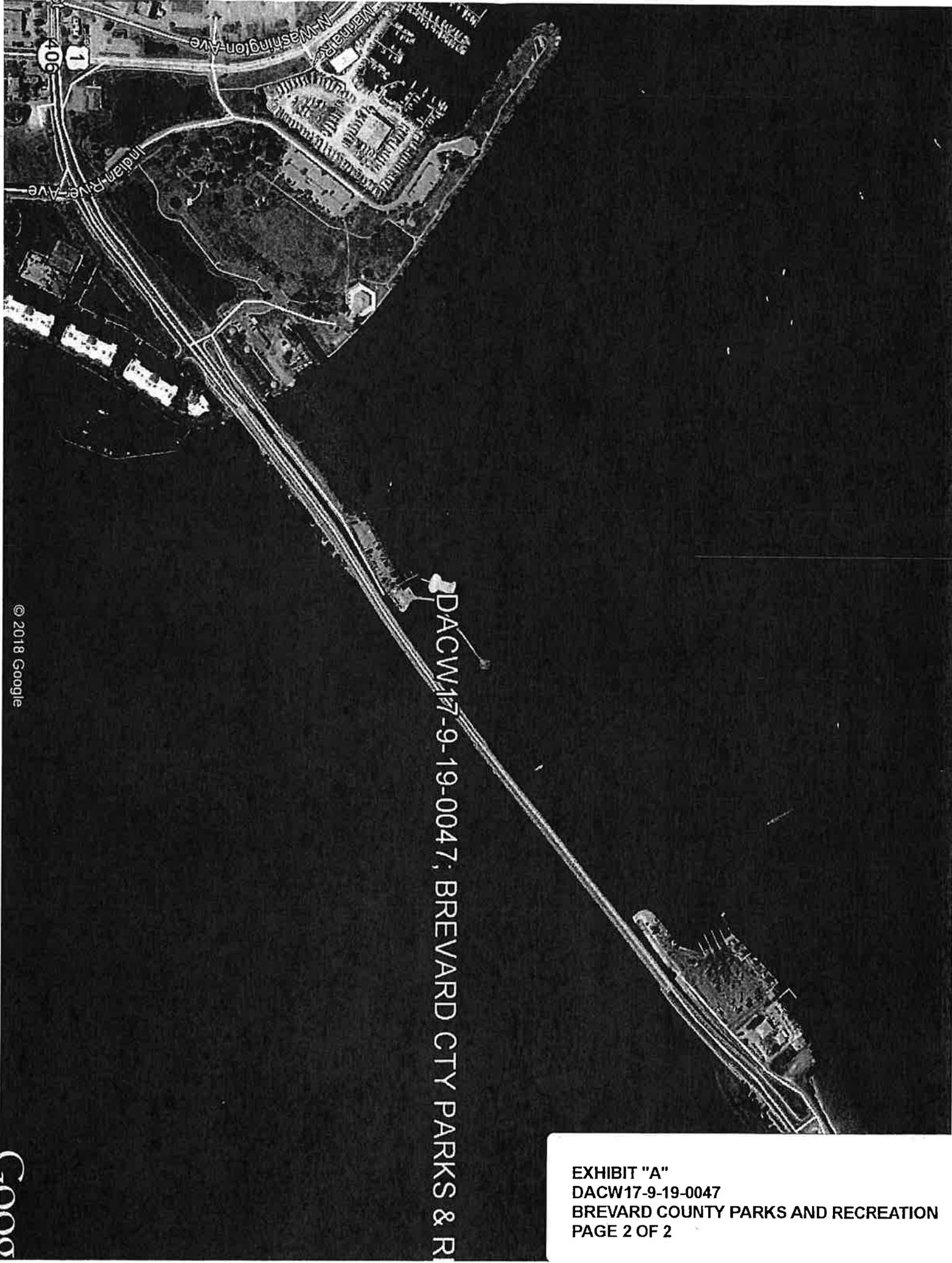


EXHIBIT "A"
DACW17-9-19-0047
BREVARD COUNTY PARKS AND RECREATION
PAGE 1 OF 2

PROJECT MAP	
DATE: _____	SCALE: _____
DEPT. OF THE ARMY CORPS OF ENGINEERS WASHINGTON, D.C.	
LOCATION OF PROJECT STATE: FLORIDA COUNTY: BREVARD DISTRICT: JACKSONVILLE NAME: INTRACOASTAL WATERWAY	
TRANSPORTATION FACILITIES FEDERAL ROAD, U.S. 1 STATE ROAD, U.S. 1 AIR MAIL ROAD, U.S. 1	
BREVARD COUNTY DEPARTMENT OF THE ARMY JACKSONVILLE DISTRICT CORPS OF ENGINEERS JACKSONVILLE, FLORIDA	
REAL ESTATE INTRACOASTAL WATERWAY JACKSONVILLE TO MIAMI	
CHECKED BY: _____ DRAWN BY: _____ DESIGNED BY: _____ SUPERVISOR: _____ APPROVED BY: _____	
SPECIAL CHIEF OF DISTRICT, WASHINGTON 24, D. C. DISTRICT ENGINEER, JACKSONVILLE	
AUDITED DISTRICT ENGINEER, JACKSONVILLE	
DATE: _____ TIME: _____	



© 2018 Google

DACW17-9-19-0047; BREVARD CTY PARKS & RECREATION

EXHIBIT "A"
DACW17-9-19-0047
BREVARD COUNTY PARKS AND RECREATION
PAGE 2 OF 2

Good

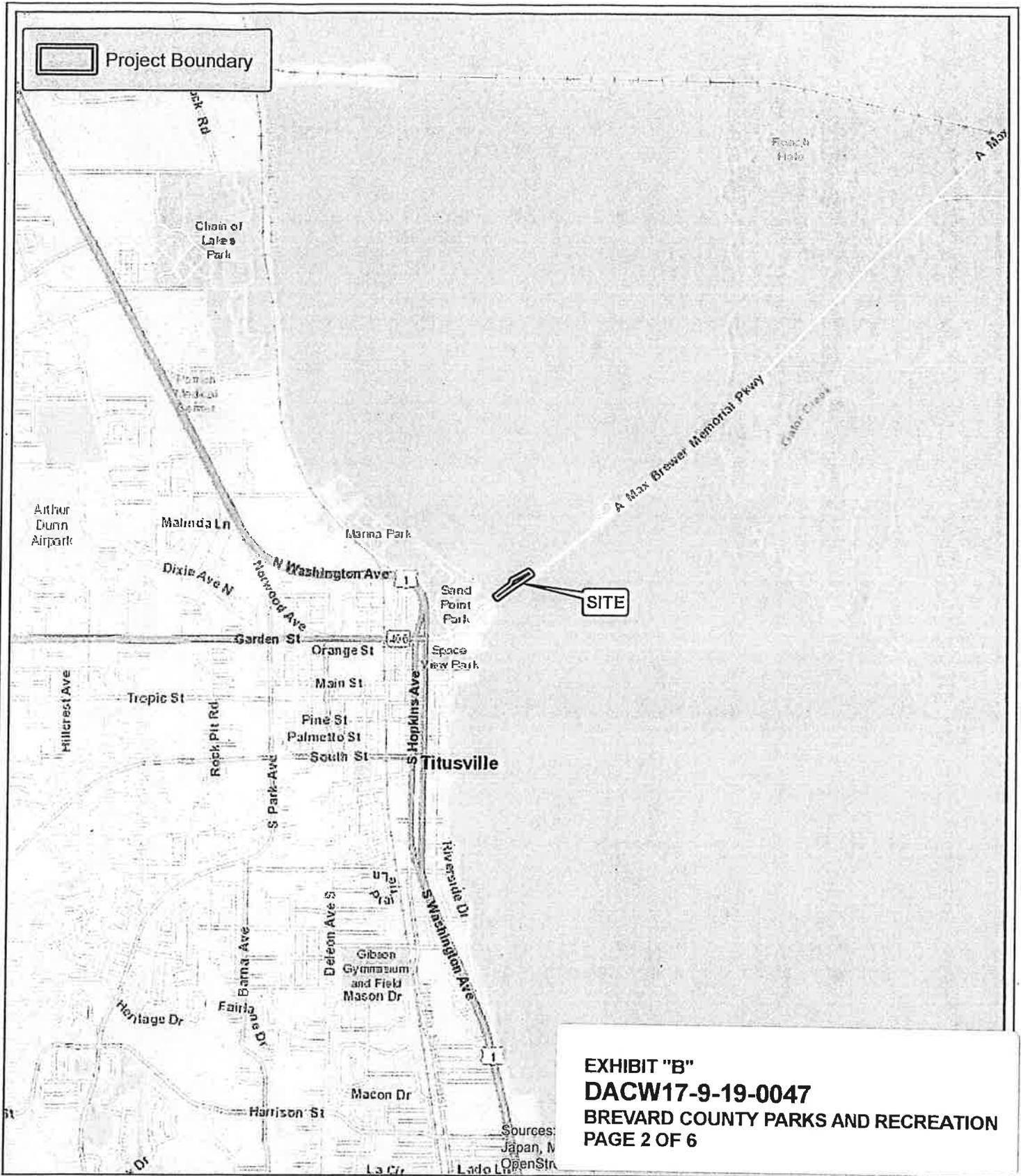


EXHIBIT "B"
DACW17-9-19-0047
BREVARD COUNTY PARKS AND RECREATION
PAGE 2 OF 6

Project: Veterans Memorial Dock Replacement

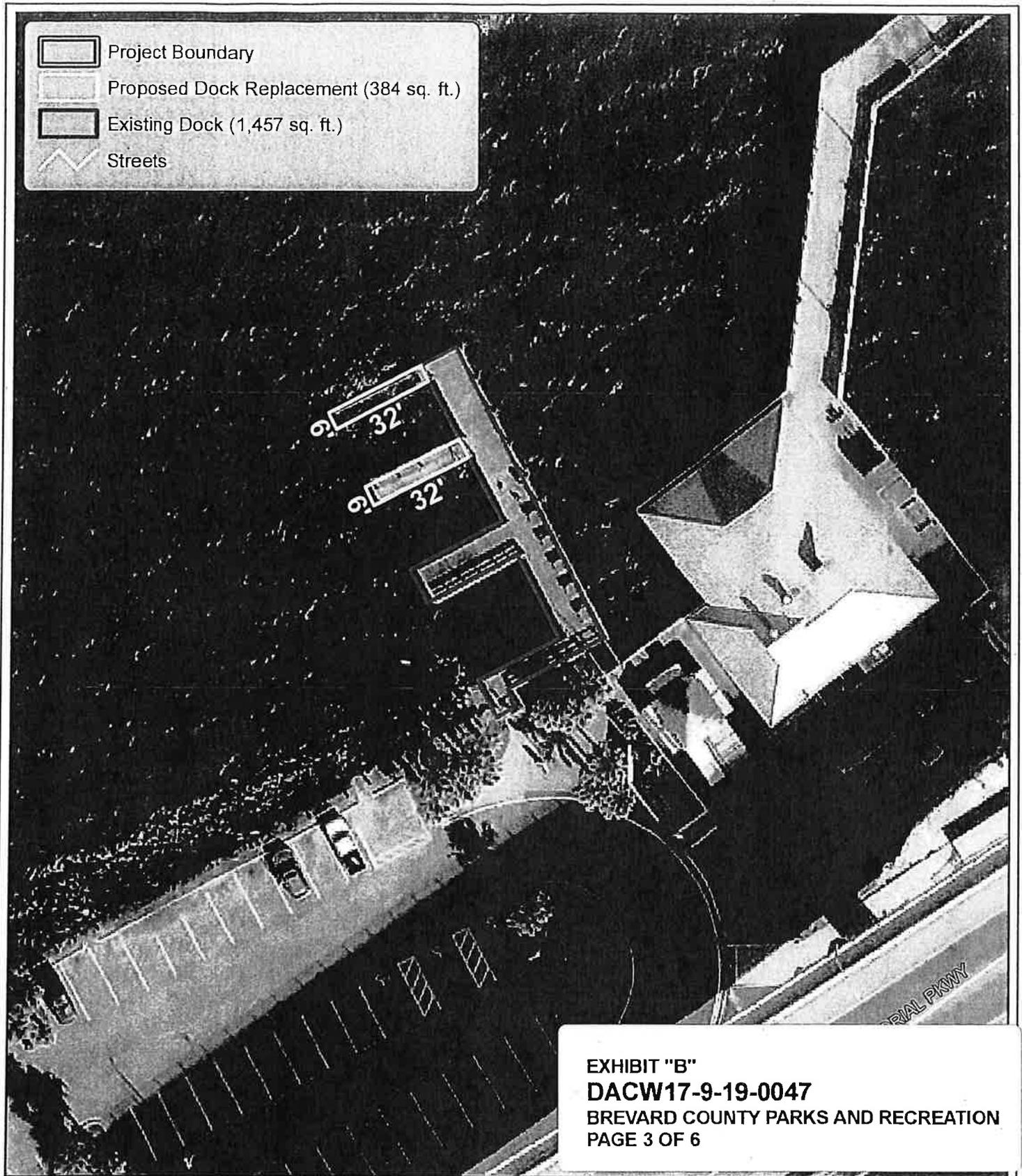
Figure 1: Location Map



Brevard County, Florida

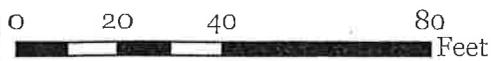


AES Proj #: 18276



Project: Veterans Memorial Dock Replacement

Figure 2: Aerial Map



2018 Aerial, Brevard County, Florida



AES Proj #: 18276

CONSTRUCTION PLANS FOR VETERANS MEMORIAL DOCK REPLACEMENT TITUSVILLE, FL

LEGEND

<ul style="list-style-type: none"> --- DOWNGRADE PNE --- BURN OFF --- FET --- READER --- 2" SLOPE --- 4" SLOPE --- 6" SLOPE --- 8" SLOPE --- 10" SLOPE --- 12" SLOPE --- 14" SLOPE --- 16" SLOPE --- 18" SLOPE --- 20" SLOPE --- 22" SLOPE --- 24" SLOPE --- 26" SLOPE --- 28" SLOPE --- 30" SLOPE --- 32" SLOPE --- 34" SLOPE --- 36" SLOPE --- 38" SLOPE --- 40" SLOPE --- 42" SLOPE --- 44" SLOPE --- 46" SLOPE --- 48" SLOPE --- 50" SLOPE --- 52" SLOPE --- 54" SLOPE --- 56" SLOPE --- 58" SLOPE --- 60" SLOPE --- 62" SLOPE --- 64" SLOPE --- 66" SLOPE --- 68" SLOPE --- 70" SLOPE --- 72" SLOPE --- 74" SLOPE --- 76" SLOPE --- 78" SLOPE --- 80" SLOPE --- 82" SLOPE --- 84" SLOPE --- 86" SLOPE --- 88" SLOPE --- 90" SLOPE --- 92" SLOPE --- 94" SLOPE --- 96" SLOPE --- 98" SLOPE --- 100" SLOPE 	<ul style="list-style-type: none"> --- DOWNGRADE PNE --- BURN OFF --- FET --- READER --- 2" SLOPE --- 4" SLOPE --- 6" SLOPE --- 8" SLOPE --- 10" SLOPE --- 12" SLOPE --- 14" SLOPE --- 16" SLOPE --- 18" SLOPE --- 20" SLOPE --- 22" SLOPE --- 24" SLOPE --- 26" SLOPE --- 28" SLOPE --- 30" SLOPE --- 32" SLOPE --- 34" SLOPE --- 36" SLOPE --- 38" SLOPE --- 40" SLOPE --- 42" SLOPE --- 44" SLOPE --- 46" SLOPE --- 48" SLOPE --- 50" SLOPE --- 52" SLOPE --- 54" SLOPE --- 56" SLOPE --- 58" SLOPE --- 60" SLOPE --- 62" SLOPE --- 64" SLOPE --- 66" SLOPE --- 68" SLOPE --- 70" SLOPE --- 72" SLOPE --- 74" SLOPE --- 76" SLOPE --- 78" SLOPE --- 80" SLOPE --- 82" SLOPE --- 84" SLOPE --- 86" SLOPE --- 88" SLOPE --- 90" SLOPE --- 92" SLOPE --- 94" SLOPE --- 96" SLOPE --- 98" SLOPE --- 100" SLOPE
---	---



PREPARED FOR
BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY
RITA PRITCHETT, DISTRICT 1, CHAIR
JIM BARFIELD, DISTRICT 2
JOHN TOBIA, DISTRICT 3
CURT SMITH, DISTRICT 4
KRISTINE ISHARDI, DISTRICT 5, VICE CHAIR

- GENERAL NOTES**
- THE CONTRACTOR MUST THOROUGHLY REVIEW THIS PLAN SET AS TO BE FURNISHED TO INSURE THE NO PIECES IN THE CONTRACT DOCUMENTS. THE PLAN THOROUGHLY EXAMINE THE SCOPES AND REVIEW OF THE WORK TO BE COMPLETED. IF ANY DISCREPANCIES OR INCONSISTENCIES ARE FOUND, THE CONTRACTOR TO ADJUST HIS PLS TO REFLECT ANY AND ALL ITEMS WHICH ARE NOT IN CONFLICT, BUT WHICH ARE NECESSARY TO SUCCESSFULLY COMPLETE THE PROJECT WITHOUT ADDITIONAL COST TO THE OWNER.
 - EXISTING UTILITIES ARE TO BE PROTECTED BY THE CONTRACTOR. ANY UNLAWFUL DAMAGES BY THIS CONSTRUCTION WILL BE REPAIRED BY THE CONTRACTOR'S EXPENSE.
 - CONTRACTOR SHALL VERIFY UTILITY LOCATIONS & DEPTHS AS NEARS IN ADVANCE OF ANY CONSTRUCTION INVOLVING THEIR LINES TO THEIR OWNERS' RESPONSIBILITIES. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR.
 - CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES IN THE FIELD WITH UTILITY OWNERS' RESPONSIBILITY PRIOR TO CONSTRUCTION. ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS AND PLAN CONDITIONS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION IMMEDIATELY.
 - THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE LATEST REVISED AND APPROVED PLANS FROM THE DESIGN FIRM. ANY QUESTIONS AND/OR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
 - THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND OBTAINING ALL NECESSARY INFORMATION TO THE ENGINEER PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
 - ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST ADOPTED RULES AND ORDINANCES OF BREVARD COUNTY. THE CONTRACTOR MUST OBTAIN ALL NECESSARY PERMITS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
 - THE CONTRACTOR MUST NOTIFY THE ENGINEER IF SOIL OR SUBSURFACE CONDITIONS UNDESIRABLE FOR CONSTRUCTION ARE ENCOUNTERED. ALL EXCESS MATERIALS DEPOSITED UNDESIRABLE SHALL BE REMOVED AND REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.
 - WORK IN CONFLICT WITH THE CONSTRUCTION OF THE DESIGN SUCH AS EXISTING STRUCTURES, PAVEMENT, DRAINAGE STRUCTURES, AND EXCESS EXCAVATION ARE TO BE REMOVED BY THE CONTRACTOR. THE REMOVAL OF SUCH ITEMS MUST BE DONE IN A LEGAL AND PROPER MANNER UNDER THE CLOSE SUPERVISION OF THE ENGINEER.
 - BEFORE BEING USED TO FURNISH TO FLORIDA DEPARTMENT OF TRANSPORTATION REPAIRS AND TRAFFIC DESIGN DIVISIONS.
 - THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY THIS CONSTRUCTION TO A CONDITION EQUAL TO, OR BETTER THAN, EXISTING.
 - ANY DAMAGE TO THE EXISTING INFRASTRUCTURE, INCLUDING SIGNALS, OVERHEADS, AND RIGHT-OF-WAY BY THE CONTRACTOR MUST BE REPAIRED PRIOR TO FINAL INSPECTION. FINISHING IS NOT ACCEPTABLE.
 - CONTRACTOR IS RESPONSIBLE TO PROTECT AND/OR REPAIR ANY UTILITIES/NEARBY DURING CONSTRUCTION. SUCCEEDS IN THE PROJECT UNDER THE CLOSE SUPERVISION OF A LICENSED SURVEYOR AT THE STATE OF FLORIDA.

SHEET INDEX

E-1	GENERAL NOTES
E-2	GENERAL NOTES & DIMENSIONS PLAN
E-3	SITE PLAN
E-4	WATER, FLOOD PLAN AND DETAIL

REVISIONS

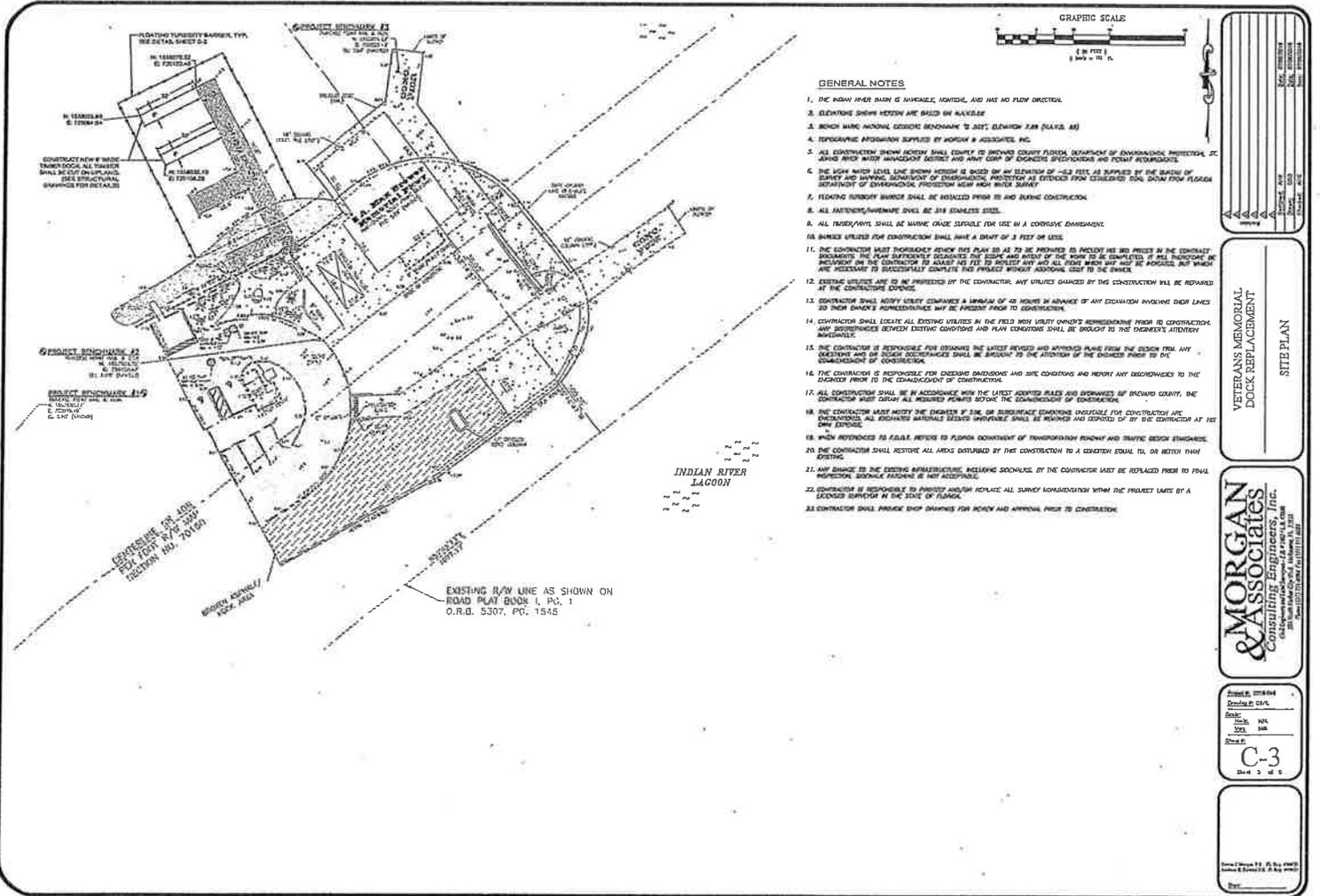
NO.	DATE	DESCRIPTION

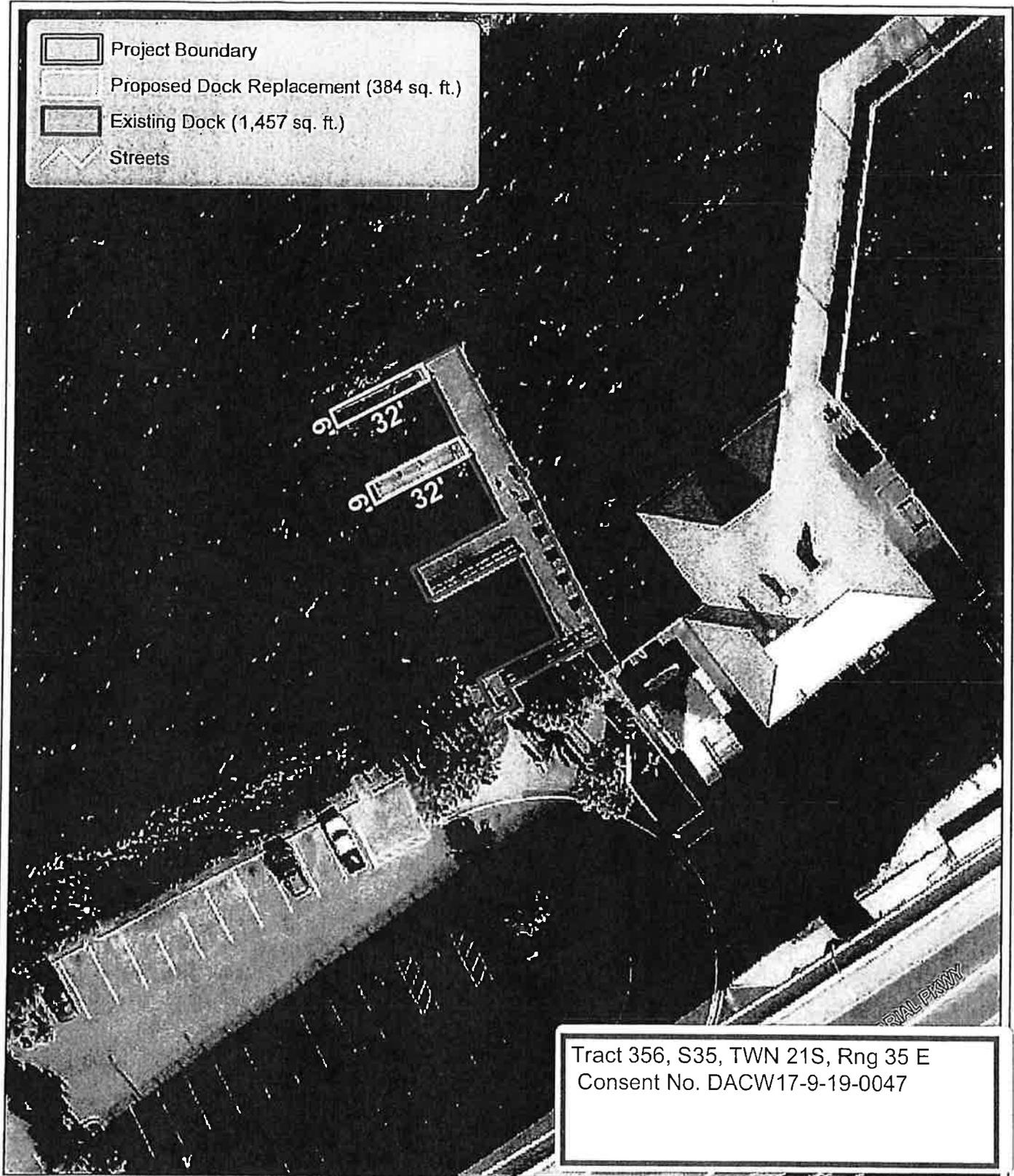
VETERANS MEMORIAL DOCK REPLACEMENT
COVER

MORGAN & ASSOCIATES
Consulting Engineers, Inc.
1000 W. US Highway 1, Suite 201
Titusville, FL 32781
Phone: (321) 251-1000
Fax: (321) 251-1000
E-mail: info@morganeng.com

Scale: 1" = 10'-0"
Sheet: C-1
Date: 11/15/17

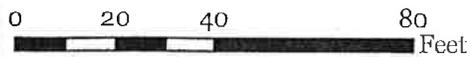
811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
www.call811.com





Project: Veterans Memorial Dock Replacement

Figure 2: Aerial Map



2018 Aerial, Brevard County, Florida



AES Proj #: 18276