



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.8.

11/15/2022

Subject:

Approval, Re: Quit Claim Deed and Interlocal Agreement from the City of Rockledge Related to Plat of Harvest Landing Planned Unit Development (PUD) - District 2.

Fiscal Impact:

None

Dept/Office:

Public Works Department / Land Acquisition

Requested Action:

It is requested that the Board of County Commissioners: 1) accept the attached Quit Claim Deed, and 2) approve and authorize the Chair to execute the attached Interlocal Agreement.

Summary Explanation and Background:

The subject property is located in Section 6, Township 25 South, Range 36 East, on the south side of Pluckebaum Road, west of Clearlake Road in Rockledge.

The Board of County Commissioners, in regular session on October 11, 2022, approved and accepted the Drainage and Emergency Access Easement and the Drainage Easement from Harvest Landing Homeowners Association, Inc., related to Harvest Landing PUD.

On May 5, 2021, the City of Rockledge accepted the Plat of Harvest Landing recorded in Plat Book 69, Page 48 with Tract RD-2 dedicated as public road right of way to the City with a note that the City could convey and assign the tract to the County for ownership and maintenance. Tract RD-2 abuts Pluckebaum Road, a public County maintained right of way.

Pursuant to section 335.0415 Florida Statutes, public roads may be transferred between jurisdictions by mutual agreement of the affected governmental entities. The attached Interlocal Agreement satisfies the statutory requirements for the transfer. The attached Quit Claim Deed conveys any interest the City may have as a result of the dedication on the Plat.

The User Department approves this request.

This acquisition follows the policies and procedures as set forth in Administrative Order 37 and Section 335.0415 Florida Statutes.

Clerk to the Board Instructions:

Upon execution by the Chair, Public Works Department will contact the Clerk's office to arrange the pick up of the original executed Interlocal Agreement.

BOARD OF COUNTY COMMISSIONERS

AGENDA REVIEW SHEET

AGENDA: Quit Claim Deed and Interlocal Agreement from the City of Rockledge
Related to Plat of Harvest Landing Planned Unit Development (PUD) –
District 2.

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Andrew Malach, Land Acquisition Specialist

CONTACT PHONE: 321-350-8351

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor		_____	<u>10.26.2022</u>
COUNTY ATTORNEY Christine Schverak Assistant County Attorney	<u>cms</u>	_____	<u>10/26/2022</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

November 16, 2022

M E M O R A N D U M

TO: Marc Bernath, Public Works Director Attn: Lucy Hamelers

RE: Item F.8., Approval for Quit Claim Deed and Interlocal Agreement from the City of Rockledge Related to Plat of Harvest Landing Planned Unit Development (PUD)

The Board of County Commissioners, in regular session on November 15, 2022, accepted the Quit Claim Deed; and approved and authorized the Chair to execute the Interlocal Agreement. Enclosed is the executed Interlocal Agreement.

Upon recordation of the Interlocal Agreement, please return the recorded Agreement to this Office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script, appearing to read "Kimberly Powell".

Kimberly Powell, Clerk to the Board

/pp

Encl. (1)



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Kimberly.Powell@brevardclerk.us

November 16, 2022

M E M O R A N D U M

TO: Marc Bernath, Public Works Director **Attn:** Lucy Hamelers

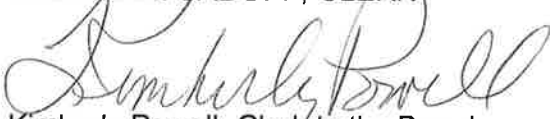
RE: Item F.8., Approval for Quit Claim Deed and Interlocal Agreement from the City of Rockledge Related to Plat of Harvest Landing Planned Unit Development (PUD)

The Board of County Commissioners, in regular session on November 15, 2022, accepted the Quit Claim Deed; and approved and authorized the Chair to execute the Interlocal Agreement. Enclosed is the fully-executed Interlocal Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/pp

Encl. (1)

**INTERLOCAL AGREEMENT BETWEEN
BREVARD COUNTY AND THE CITY OF ROCKLEDGE
RELATING TO THE TRANSFER OF THE
PUBLIC ROADWAY DEDICATION - TRACT RD-2**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (the "COUNTY") and the CITY OF ROCKLEDGE, FLORIDA, a municipal corporation of the State of Florida, whose address is 1600 Huntington Lane, Rockledge, Florida 32955 (the "CITY").

RECITALS

WHEREAS, on May 5, 2021, the CITY accepted the Plat (Harvest Landing P.U.D.) recorded in Plat Book 69, Page 48 with Tract RD-2 dedicated as Public Road Right of Way to the CITY with a note that the CITY could convey and assign the tract to COUNTY for ownership and maintenance; and

WHEREAS, Tract RD-2 abuts Pluckebaum Road, a public County maintained road right-of-way, and said Tract is designed to permit expansion of said road along its south side; and

WHEREAS, COUNTY desires to have control of Tract RD-2; and

WHEREAS, the CITY's current right in Tract RD-2 consists of the dedicated and accepted Tract RD-2 under the Plat, without any statutory dedication under section 95.361, Florida Statutes; and

WHEREAS, pursuant to section 335.0415 Florida Statutes, public roads may be transferred between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, the CITY and the COUNTY are agreeable to transfer all responsibilities of and for Tract RD-2, from the CITY to the COUNTY.

NOW, THEREFORE, in consideration of the premises herein, the Parties hereby agree as follows:

Section 1. Recitals. The above recitals are deemed true and correct and are hereby incorporated herein by this reference.

Section 2. Purpose. The purpose of this Agreement is for the CITY to transfer the public dedication and all responsibilities for Tract RD-2 (road right-of-way) to the COUNTY.

Section 3. Transfer of Responsibility. This Interlocal Agreement, executed by both Parties, hereby transfers the public dedication of Tract RD-2, as described in the Plat at Plat Book 69, Page 48 of the Official Records of Brevard County, Florida, to the COUNTY. All of the CITY's rights, responsibilities, liabilities, duties, and obligations as to Tract RD-2 are hereby transferred to and assumed by the COUNTY and said right of way shall be deemed the COUNTY's responsibility for all intents, purposes, and effects.

Section 4. Limitations of Agreement. It is not the intent of this Agreement to change the jurisdiction of the Parties in any manner except as specifically provided herein. All other policies, rules, regulations, and ordinances of the COUNTY and the CITY, respectively, will continue to apply as to the properties located within the jurisdictional boundaries of each Party hereto. The maintenance of side roads, street name signs, and stop signs are the responsibilities of the Party in whose jurisdiction such road(s) and sign(s) are located, except as otherwise proved herein.

Section 5. Other Agreements. The Parties agree to execute such instruments and documents as may be required to effectuate this Agreement.

Section 6. Indemnification. Neither Party to this Agreement, its officers, employees, or agents, shall be deemed to assume any liability for the acts, omissions, or negligence of the other Party, its officers, employees, or agents. Each Party's indemnity and liability obligations shall be subject to the common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing herein shall constitute a waiver of the respective Party's sovereign immunity.

Section 7. Notices.

(a) Whenever either Party desires to give notice to the other Party, notice shall be sent to:

For the COUNTY

Brevard County Public Works
Department
c/o Susan Jackson
2725 Judge Fran Jamieson Way

For the CITY

Brenda Fettrow, City
Manager
City Hall
1600 Huntington Lane

Building A, Room 204
Viera, FL 32940

Rockledge, FL 32955

(b) The COUNTY Manager or CITY Manager may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by electronic or facsimile delivery, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 8. **Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 9. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted, or amended except by a written instrument signed by both Parties' authorized representatives. This Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter of this Agreement.

Section 10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees, and assigns of the Parties.

Section 11. **Public Records.** The Parties shall allow public access to all documents, papers, letter, or other materials subject to the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Agreement.

Section 12. **Conflict of Interest.** Both Parties agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

Section 13. **Effective Date.** This Agreement shall take effect, and said transfer of jurisdiction shall occur, upon the date of recording in the Public Records of Brevard County, Florida. The COUNTY shall be responsible for the cost to record this Agreement in the public records of Brevard County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement through their authorized representative on the date last written below.

ATTEST:

By: 

Rachel Sadoff, Clerk

BREVARD COUNTY, FLORIDA

By: 

Kristine Zonka, Chair

NOV 15 2022

DATE

As approved by the Board on: NOV 15 2022

Approved as to legal form and sufficiency
as to Brevard County:

County Attorney

ATTEST:

By: 

Jennifer M. LeVasseur, City Clerk

CITY OF ROCKLEDGE,
FLORIDA

By: 

Brenda Fettrow, City Manager

10/20/2022

DATE

As authorized by the City of Rockledge
City Council on: 10/19/2022

Approved as to legal form and sufficiency
as to the City of Rockledge:


Joseph E. Miniclier, City Attorney

Prepared by and return to: Andrew Malach
Public Works Department, Land Acquisition
2725 Judge Fran Jamieson Way, A-204, Viera, FL 32940
A portion of interest in Tax Parcel ID: 25-36-06-05-* -RD.2

QUIT CLAIM DEED

THIS INDENTURE is made this 20th day of October, 2022 between the City of Rockledge, a municipal corporation of the State of Florida, as Grantor, whose mailing address is 1600 Huntington Lane, Rockledge, Florida 32955 and BREVARD COUNTY FLORIDA, a political subdivision of the State of Florida, Grantee, whose mailing address is 2725 Judge Fran Jamieson Way, Melbourne, Florida 32940.

WITNESSTH: That the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, paid receipt of which is hereby acknowledged, has hereby released and quit-claimed to the Grantee, its successors and assigns, any of the Grantor's right, title, interest, and claim of demand which the Grantor may have in the following described land:

Tract RD-2, Harvest Landing P.U.D., according to the plat thereof, as recorded in Plat Book 69, Page 48, Public Records of Brevard County, Florida.

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:

Carol D. King
Witness

CAROL D. KING
(Print Name)

Naitee Soler
Witness

Naitee Soler
(Print Name)

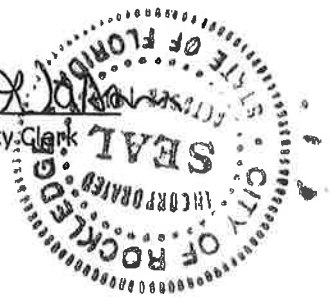
GRANTOR:

City of Rockledge, a municipal
corporation of the State of Florida

By: Brenda Fettrow
Dr. Brenda Fettrow, City Manager

ATTEST:

Jennifer M. LeVasseur
Jennifer LeVasseur, City Clerk



STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 20 day of October, 2022, by Dr. Brenda Fettrow as City Manager for City of Rockledge, a municipal corporation of the State of Florida is ☒ personally known or ☐ produced _____ as identification.

Tricia T. Olsson
Notary Signature

SEAL



LOCATION MAP

Section 6, Township 25 South, Range 36 East - District: 2

PROPERTY LOCATION: The property is located on the south side of Pluckebaum Road west of Clearlake Road in the City of Rockledge.

OWNERS NAME: City of Rockledge

