

Prepared by and return to:
Brevard County Attorney's Office
2725 Judge Fran Jamieson Way, A204, Viera, Florida 32940
Regarding Overhead Fiber Optic Cable
Central Boulevard, PLAT BOOK 3, PAGE 37

SETTLEMENT AND COVENANT

THIS SETTLEMENT AND COVENANT, made this ___ day of _____, 2023, is entered into between the following Parties: SPECTRUM SUNSHINE STATE, LLC, a limited liability company, whose address is 12405 Powerscourt Drive, St. Louis, Missouri 63131, hereinafter SPECTRUM, and Brevard County, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, hereinafter the COUNTY.

RECITALS

WHEREAS, on March 23, 2018, the COUNTY filed a civil court action in the 18th Judicial Circuit with the Title of: Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, Plaintiff versus Karl G. Owens, et al., Defendants; and

WHEREAS, the purpose of the lawsuit is to determine the County's rights and responsibilities with regard to a certain right of way, called Central Boulevard (also known as Miller Cove Road) as said right of way is shown on the plat recorded in Plat Book 3 page 37, to the extent that right of way has not been vacated or re-platted; and

WHEREAS, Brevard County named Bright House Networks, LLC, a foreign limited liability company under the management of Charter Communications, Inc. as a Defendant; and

WHEREAS, Bright House Networks, LLC, changed its name with the Florida Division of Corporations on January 2, 2020 to Spectrum Sunshine State, LLC, a Delaware limited liability company; and

WHEREAS, the Parties desire to reach a settlement of all matters.

THEREFORE, in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby mutually agree to the following settlement terms:

1. Recitals. The Recitals above are true and correct and incorporated into this Settlement by this reference.
2. Property. SPECTRUM is the fee simple owner of certain above ground fiber optic cable wiring (tangible personal property) that is attached to four wood Florida Power & Light Utility poles installed south of Central Boulevard, as further described in Exhibit "A."
3. Binding Judgment. SPECTRUM hereby agrees to be bound by the final judgment rendered by the 18th Judicial Circuit in Case Number 05-2018-CA-019771-XXXX-XX in the same manner that Defendant Florida, Power & Light is bound, notwithstanding that the Parties agree that each Party shall be responsible for their own attorney's fees and costs in Case Number 05-2018-CA-019771-XXXX-XX. SPECTRUM further hereby agrees that this settlement shall be binding on its successor and assigns to the property described in paragraph 2 and Exhibit "A", and hereby agrees to require any successor or assign to abide by it.

4. Public Records. The Parties agree that upon execution of this Settlement, the COUNTY shall record this Settlement in the public records of Brevard County, Florida and that said settlement touches and concerns the land and property described in paragraph 2 and Exhibit A, and further that the Parties hereby covenant for this settlement to run with the land.
5. Voluntary Dismissal. In return, COUNTY agrees to voluntarily dismiss the SPECTRUM from Case Number 05-2018-CA-019771-XXXX-XX effective upon the recording of this settlement in the public records.
6. Governing Law and Venue. This Settlement shall be construed in accordance with and governed by the laws of the State of Florida. In the event of any legal proceedings arising from or related to this Settlement, the venue shall be in a court of competent jurisdiction in and for Brevard County, Florida; each party shall bear its own attorney's fees and the PARTIES AGREE TO WAIVE ANY RIGHT TO JURY TRIAL AND THAT ANY TRIAL SHALL BE NON-JURY.
7. Authority, Entirety and Modifications. Each Party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that Party to the obligations stated herein. Both Parties have had the opportunity to consult with legal counsel and to participate in the drafting of this Settlement. Consequently, this Settlement shall not be more strictly or more harshly construed against either Party as drafter. This Settlement may not be changed or modified except by written instrument executed by all Parties. Exhibit "A" is attached and incorporated by this reference.
8. Severability. In the event that any portion of this Settlement is found to be invalid, it shall be deemed severed and the remainder of this Settlement shall remain in full force and effect as if the severed portion did not exist.
9. Liability. In signing this settlement, COUNTY does not waive any aspect of its sovereign immunity beyond the protections of and limitations on damages as set forth in section 768.28, Florida Statutes. Nothing in this Settlement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(Signature Page Follows)

IN WITNESS WHEREOF, SPECTRUM has caused this Settlement to be executed, by and through their duly authorized representative, the day and year first above written.

Signed, sealed and delivered in the presence of:

SPECTRUM SUNSHINE STATE, LLC (FORMERLY BRIGHT HOUSE NETWORKS, LLC)
By: Charter Communications, Inc., its Manager



Rodger Kutemeier
Rodger Kutemeier
Area Vice President

Rebecca Glueck

Witness Signature
Rebecca Glueck

Printed Name



Witness Signature
Ronald Payne

Printed Name

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 24 day of JULY, 2023, by RODGER KUTEMEIER, on behalf of said company who is personally known or produced _____ as identification.

[Notary Seal]



Notary Public

DIANE NIEHAUS
Name typed, printed or stamped

My Commission Expires: 9/10/2025



Diane Niehaus
Notary Public
State of Florida
Comm# HH144551
Expires 9/10/2025

(Signature Page Follows)

IN WITNESS WHEREOF, the COUNTY has caused this Settlement to be executed, by and through their duly authorized representative, the day and year first above written.

Witness Signature

Printed Name

Witness Signature

Printed Name

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Rita Pritchett, Chair

As approved by the Board on _____.

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this ___ day of _____, 2023, by _____, on behalf of said company, who is personally known or produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

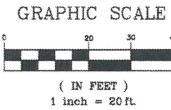
My Commission Expires: _____

EXHIBIT "A"

RIGHT OF WAY AND TOPOGRAPHIC SURVEY CENTRAL BOULEVARD ALSO KNOWN AS MILLER COVE ROAD

SECTION 30, TOWNSHIP 26
SOUTH, RANGE 37 EAST,
TOWN OF PALM SHORES,
BREVARD COUNTY, FLORIDA

SHEET 2 OF 2



LEGEND	
	TOP OF BANK
	OVERHEAD WIRE
	RIGHT OF WAY
	LOT/PARCEL LINE
	SECTION LINE
	VACATED ROAD R/W
	VACATED ROAD CENTERLINE
	V/P/W PER PLAT
	DRAINAGE EASEMENT LINE
	SBT&TC R/W EASEMENT LINE
	DIRT ROAD
	CONCRETE
	ASPHALT PAVEMENT
	SWALE
	STORM PIPE
	FOUND MONUMENT AS NOTED
	WATER VALVE
	MAILBOX
	WOOD UTILITY POLE
	GUY ANCHOR
	CONCRETE UTILITY POLE
	12" PALM TREE
	17" OAK TREE
	8" CYPRESS TREE
	9" UNKNOWN TREE
	CRUSHED ASPHALT
	BRICK WALK

ABBREVIATIONS			
A/C	AIR CONDITIONER	ID	IDENTIFICATION
AKA	ALSO KNOWN AS	INV	INVERT
APPROX	APPROXIMATE	LB	LICENSED BUSINESS
BLVD.	BOULEVARD	LF	LINEAR FEET
(C)	AS CALCULATED	N	NORTHING
CATV	CABLE TELEVISION	NA	NOT APPLICABLE
CMP	CORRUGATED METAL PIPE	N/F	NOW OR FORMERLY
CD	CLEANOUT	OW	OVERHEAD WIRE
CONC	CONCRETE	ORB	OFFICIAL RECORD BOOK
CPEP	CORRUGATED POLYETHYLENE PIPE	PB	PLAT BOOK
C/S	CONCRETE SLAB	PG	PAGE
CUP	CONCRETE UTILITY POLE	PI	POINT OF INTERSECTION
(D)	PER DEED DISTANCES	PLS	PROFESSIONAL LAND SURVEYOR
DBYL	DOUBLE YELLOW LINE	PVC	POLYVINYL CHLORIDE PIPE
E	EASTING	RCP	REINFORCED CONCRETE
EDP	EDGE OF PAVEMENT	R/W	RIGHT OF WAY
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE	SBT&TC	SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY
EX	EXISTING	SS	SANITARY SEWER
(F)	PER FIELD MEASURED	SWL	SOLID WHITE LINE
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	S/W	SIDEWALK
F	FLOW LINE	TGB	TOP OF BANK
G	GAS LINE	TYP	TYPICAL
GA	GUY ANCHOR	W	WITH
GM	GAS MAIN LINE	WP	WOOD POST
GP	GATE POST	WUP	WOOD UTILITY PIPE
HDPE	HIGH DENSITY POLYETHYLENE PIPE	WV	WATER VALVE
HECP	HORIZONTAL ELLIPTICAL CONCRETE PIPE		

BREVARD COUNTY
Public Works
BREVARD COUNTY PUBLIC WORKS
SURVEYING & MAPPING DIVISION

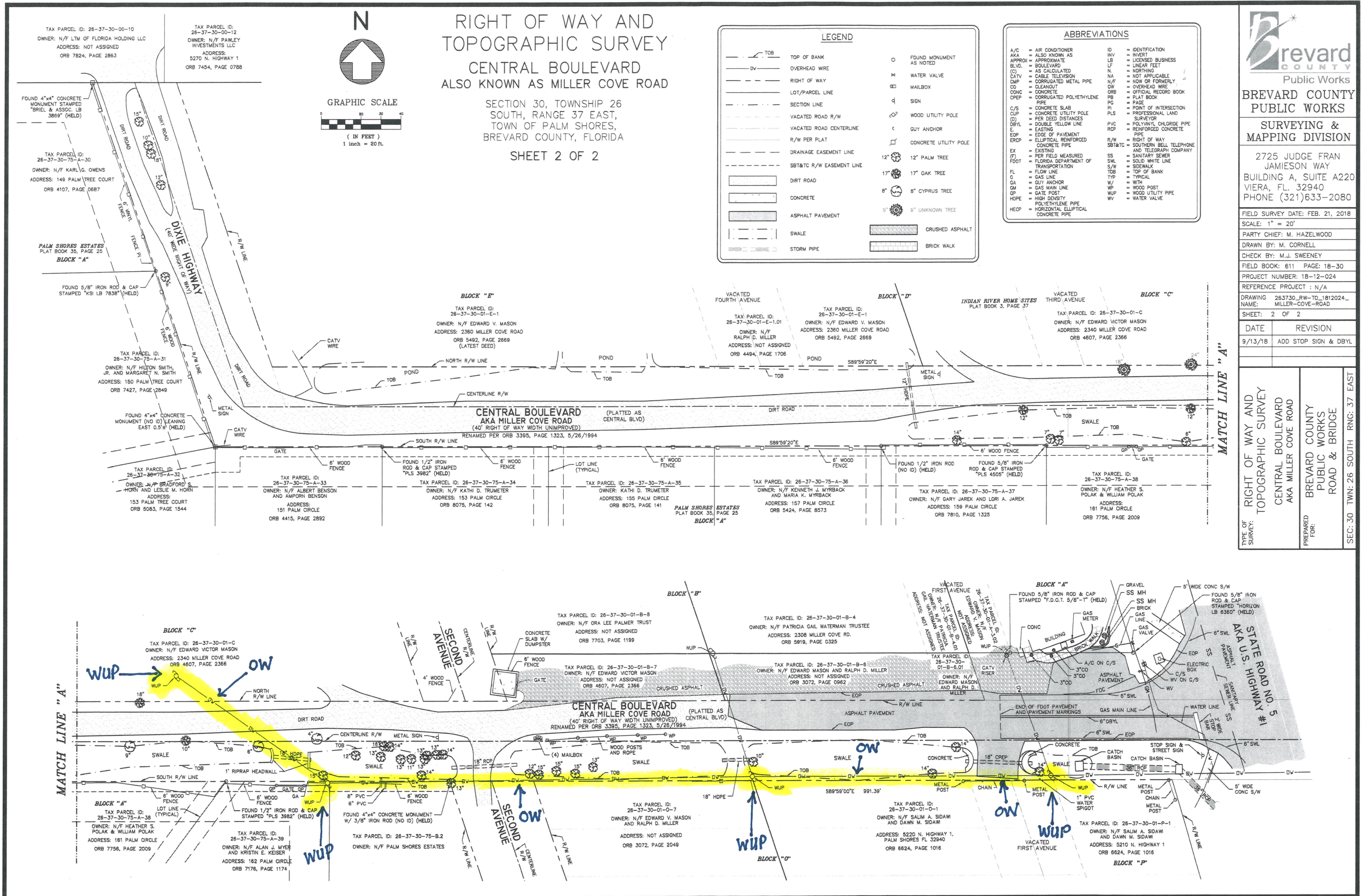
2725 JUDGE FRAN JAMIESON WAY
BUILDING A, SUITE A220
VIERA, FL. 32940
PHONE (321)633-2080

FIELD SURVEY DATE: FEB. 21, 2018
SCALE: 1" = 20'
PARTY CHIEF: M. HAZELWOOD
DRAWN BY: M. CORNELL
CHECK BY: M.J. SWEENEY
FIELD BOOK: 611 PAGE: 18-30
PROJECT NUMBER: 18-12-024
REFERENCE PROJECT: N/A
DRAWING NAME: 263730_RW-TO-1812024_MILLER-COVE-ROAD
SHEET: 2 OF 2
DATE: 9/13/18
REVISION: ADD STOP SIGN & DBYL

TYPE OF SURVEY: RIGHT OF WAY AND TOPOGRAPHIC SURVEY

PREPARED FOR: BREVARD COUNTY PUBLIC WORKS ROAD & BRIDGE

SEC. 30 TWP. 26 SOUTH RANG. 37 EAST



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