

# BOARD OF COUNTY COMMISSIONERS

## AGENDA REVIEW SHEET

AGENDA: Dedication of Sidewalk Easement from Barefoot Bay Recreation District  
for the Barefoot Bay Beachside Restroom Project – District 3

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lucy Hamelers, Land Acquisition Specialist

CONTACT PHONE: 321-350-8336

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor	<u>PM</u>	<u>                    </u>	<u>11-21-23</u>
COUNTY ATTORNEY Alex Esseeesse Deputy County Attorney	<u>AE</u>	<u>                    </u>	<u>11/21/23</u>

Prepared by and return to:  
Public Works Department, Land Acquisition  
2725 Judge Fran Jamieson Way, A204, Viera, Florida 32940  
A portion of Interest in Tax Parcel ID: 30-39-06-00-518

### **SIDEWALK EASEMENT**

**THIS INDENTURE**, made this 9<sup>th</sup> day of November 2023, between Barefoot Bay Recreation District, a Special District of the State of Florida, whose address is 625 Barefoot Boulevard, Barefoot Bay, Florida 32976, as the first party, and Brevard County, Florida, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, as the second party, for the use and benefit of Brevard County, Florida.

**WITNESSETH** that the first party, in consideration of One Dollar (\$1.00) and other valuable consideration paid, the receipt of which is acknowledged, grants unto the second party, its successors and assigns, a perpetual easement commencing on the above date for the purposes of constructing, reconstructing, repairing, and reconfiguring a sidewalk, over, under, upon, above, and through the following lands:

The land affected by the granting of the easement is located in Section 6, Township 30 South, Range 39 East, Brevard County, Florida, and being more particularly described as follows:

A parcel of land being a portion of those lands described in Official Records Book 3633, Page 925 of the Public Records of Brevard County, Florida and being located within Section 6, Township 30 South, Range 39 East, Brevard County Florida and being more particularly described as follows:

The West 10.00 feet, measured by right angle to, lying parallel to and adjacent to State Road A-1-A, within the following described lands:

The North 200.00 feet of the South 300.00 feet of Government Lot 5, Section 6, Township 30 South, Range 39 East, Brevard County, Florida, lying east of State Road A-1-A.

Including the right of ingress and egress onto the easement area as may be necessary for the full use and enjoyment by the second party of its easement. The first party shall have full use and enjoyment of the easement area but shall not make any new improvements within the easement area which will conflict or interfere with the easement granted herein. The first party shall have the right to improve, modify, and reconstruct existing improvements in the easement area. Any such improvement, modification, and/or reconstruction activity undertaken by the first party that impacts the easement area, including the sidewalk, shall be the first party's responsibility to repair and restore the easement area, including the sidewalk, to a condition at least equal to its condition as it existed prior to such work taking place.

Any and all maintenance of the land over which the Easement is located shall be the responsibility of the owner of the land over which the Easement is located. The second party shall be responsible for the repair of the sidewalk located in the easement area.

This Easement is granted upon the condition that the second party will restore the easement area, in accordance with applicable standards, laws, rules, and regulations, for the work it conducts to a condition at least equal to the condition of the easement area as it existed prior to such work taking place.

**TO HAVE AND TO HOLD** said easement unto Brevard County, a political subdivision of the State of Florida, and to its successors and/or assigns. The first party does covenant with the second party that it is lawfully seized and possessed of the lands above described and that it has a good and lawful right to convey it or any part thereof.

**IN WITNESS WHEREOF**, the first party has caused this easement to be executed, the day and year first above written.

Signed, sealed and delivered in the presence of:

C. L. Henley  
Witness  
C. L. HENLEY

Print Name

J. R. Mackenzie  
Witness

J. R. MACKENZIE  
Print Name

Barefoot Bay Recreation District, a  
Special District of the State of  
Florida

BY: Bruce E. Amoss  
Bruce Amoss, Chair

STATE OF FLORIDA

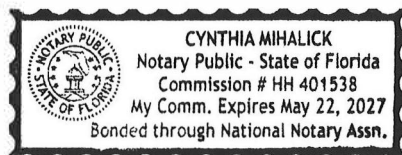
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this 13<sup>th</sup> day of November, 2023, by Bruce Amoss, as Chair for the Board of Trustees of the Barefoot Bay Recreation District. Is ☒ personally known or ☐ produced \_\_\_\_\_ as identification.

Cynthia Mihalick

Notary Signature

SEAL

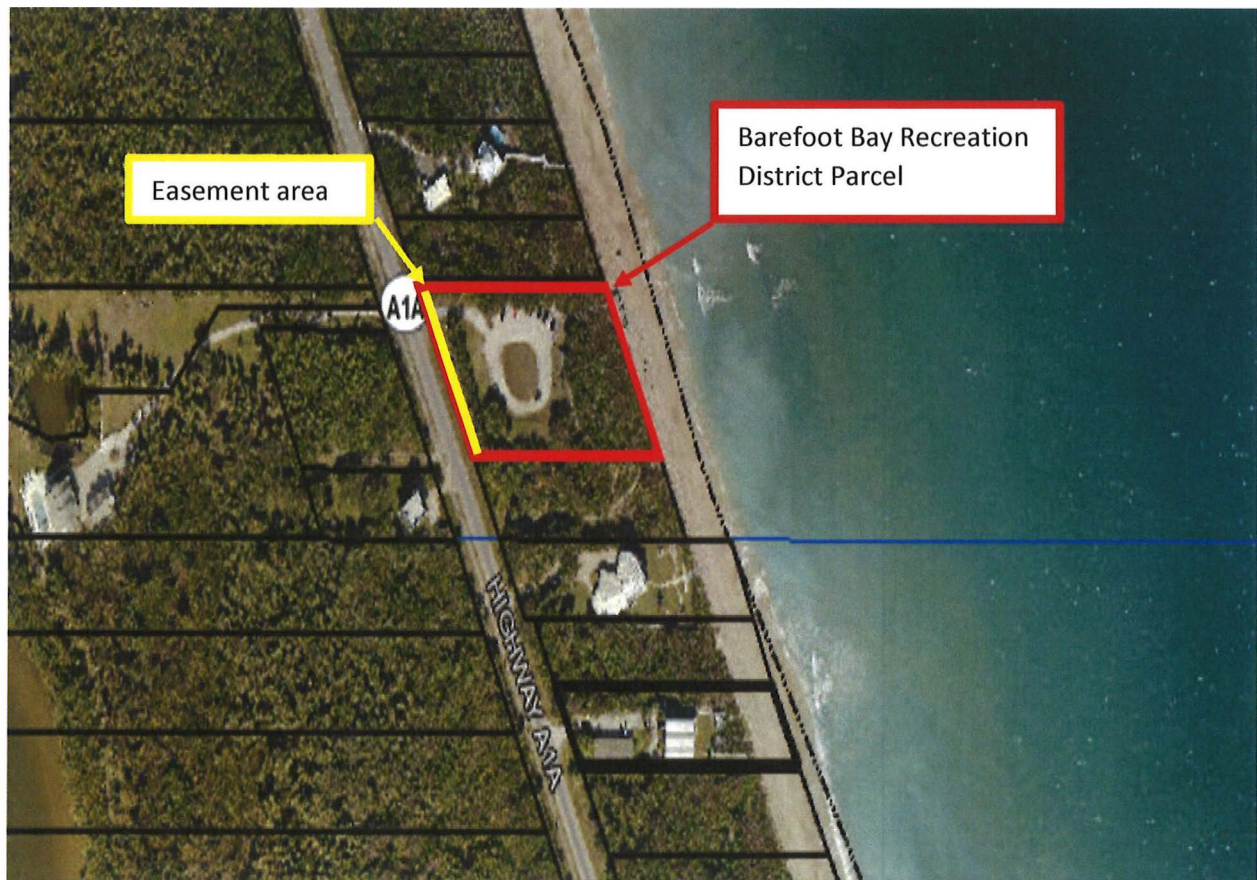


## LOCATION MAP

**Section 06, Township 30 South, Range 39 East - District: 3**

PROPERTY LOCATION: East side of Highway A1A in Melbourne Beach

OWNERS NAME(S): Barefoot Bay Recreation District





**Planning and Development**

2725 Judge Fran Jamieson Way  
Building A, Room 114  
Viera, Florida 32940  
321-633-2070

BOARD OF COUNTY COMMISSIONERS

FOR INFORMATIONAL PURPOSES ONLY

**SIDEWALK ASSESSMENT AGREEMENT**

Barefoot Bay Beachside Restroom Design  
Plan Name  
8705 Hwy A1A  
Site Address  
Melbourne FL 32951  
City State Zip Code  
23SP00021 1-22-2024  
Plan Number Agreement for Frontage Date

THIS SIDEWALK ASSESSMENT AGREEMENT ("Agreement") made and entered into

this 22<sup>nd</sup> day of January, 2024 by and between

Barefoot Bay Recreation District hereinafter referred to as "OWNER", and the

Board of County Commissioners of Brevard County, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, the OWNER owns the real property and improvements thereon situated in Brevard County, Florida legally described as follows:

SEE EXHIBIT "A"

WHEREAS, sidewalk construction by the OWNER is required for the site plan/subdivision submitted by the OWNER pursuant to Chapter 62 of the Brevard County Code of Ordinances as well as the County Comprehensive Plan, but is not practical at this time; and

WHEREAS, the OWNER has demonstrated to the COUNTY that there is no current need for sidewalks in the immediate area; and

WHEREAS, the OWNER has agreed to participate in the future construction of sidewalks to the extent of their pro-rata share and has also waived any right to object to a future assessment for the said sidewalks; and

WHEREAS, the OWNER has requested a waiver of sidewalk requirement at this time pursuant to Chapter 62, Article VII, Division 4; and

WHEREAS, the parties hereto are desirous of placing their agreement in writing.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof which is hereby acknowledged, the OWNER agrees as follows:

- 1) The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.
- 2) The OWNER shall pay his pro-rata share for sidewalk improvements, according to Chapter 98 of the Brevard County Code of Ordinances, and as may be amended from time to time, or any other applicable ordinance or law.
- 3) The OWNER hereby agrees that should the County in its sole discretion determine sidewalks are necessary on the property described in Exhibit "A", and if the COUNTY elects under the provisions of Chapter 170 of the Florida Statutes or Chapter 98, Code of Ordinances of Brevard County, Florida, to initiate a program of special assessments for sidewalk installation against all the private property adjacent to the property described in Exhibit "A", the OWNER hereby affirmatively consents to the application of the special assessment procedures in accordance with the provisions of Chapter 170, Florida Statutes, or Chapter 98 Code of Ordinances of Brevard County, Florida, to their property in lieu of installing sidewalks at this time.
- 4) The OWNER agrees to provide to the COUNTY any easements necessary to construct and maintain sidewalks should the COUNTY choose to initiate a program of special assessments for sidewalk installation at a future date.
- 5) The OWNER however, reserves the right to apply to the Equalization Board under the provisions of Section 170.08, Florida Statutes, to request any adjustment and equalization of any assessment which would be applied against their property. The procedures of Chapter 98, Code of Ordinances of Brevard County, Florida, if applicable, may also be used by OWNER to request a modification of the amount of the assessment.
- 6) This Agreement and its covenants, terms, and conditions shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto and shall run with the lands described in Exhibit "A".
- 7) In the performance of this Agreement, the OWNER shall keep books, records, and account of all activities, related to the agreement, in compliance with generally accepted

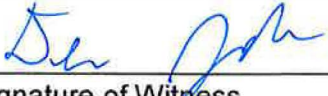


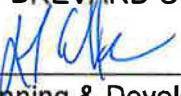
accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the OWNER for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

- 8) No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by OWNER in the United States or any other country.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

  
\_\_\_\_\_  
Signature of Witness  
Desiree Jackson  
2725 Judge Fran Jamieson Way, Viera, FL 32940

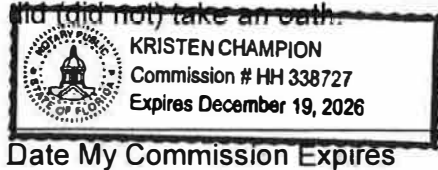
  
\_\_\_\_\_  
Planning & Development Department, Director  
Tad Calkins, 2725 Judge Fran Jamieson Way, Viera, FL 32940  
Approved on 1/18/2024

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by ✓ physical presence or  
\_\_\_\_\_ online notarization, this 18 day of January, 2024

by Tad Calkins who is personally

known to me or has produced Personally Known as identification and who  
~~did (did not) take an oath.~~




  
\_\_\_\_\_  
Signature of Notary Public


Kristen Champion  
\_\_\_\_\_  
Printed Name of Notary Public



Signed, Sealed and Delivered in presence of

 625 Barefoot Blvd.  
Barefoot Bay, FL 32976  
Signature of Witness Julie Mackenzie

 625 Barefoot Blvd.  
Barefoot Bay, FL 32976  
Signature of Owner Bruce Amoss

 625 Barefoot Blvd.  
Barefoot Bay, FL 32976  
Signature of Witness Kent A. Cichon

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 2nd day of  
January, 20 14 by Bruce Amoss who is personally  
known to me or has produced personally known as identification and who did  
(did not) take an oath.

May 22, 2027  
Date My Commission Expires


  
Signature of Notary Public  
Cynthia Mihalick  
Printed Name of Notary Public



EXHIBIT "A"

Township 30 South, Range 39 East, Section 6

Further description as follows:

THE NORTH 200.00 FEET OF THE SOUTH 300.00 FEET OF GOVERNMENT LOT 5, SECTION 6, TOWNSHIP 30 SOUTH, RANGE 39 EAST, BREVARD COUNTY, FLORIDA, LYING EAST OF STATE ROAD A-1-A.