



DEPARTMENTAL CORRESPONDENCE
WATER AND SEWER DEPARTMENT

To: Chris Hicks - Assistant County Attorney

From: Robert Bolton, Director *RB*

Date: 10/3/2024

RE: Signatures for Utility Easement & Bill of Sale for Jackie Robinson Training Complex

FYI: This easement and bill of sale are for new utilities for a new executive building.

Please sign the attached Utility Easement & Bill of Sale documents on page 2 of 3. Please return one original signed copy of each document to our office. We will get the remaining signatures and we will Record the completed documents. We will send you copies of the recorded documents upon receipt. Thank you very much.

Should you have any questions, please contact me at Ext. 5209.

AW/ty
Attachments

Prepared by and return to:
City Attorney
P.O. Box 1389
Vero Beach, FL 32961-1389
Property Appraiser's Parcel
Identification No: 32392600011023000001.0

**WATER & SEWER EASEMENT DEED
(#2024-EG-304)**

THIS INDENTURE made and entered into this _____ day of _____ 2023, ("Effective Date") by and between **INDIAN RIVER COUNTY, FLORIDA, a political subdivision of the State of Florida** (the "Grantor"), whose mailing address is 1801 27th Street, Vero Beach, Florida 32960, and the **CITY OF VERO BEACH, a Florida municipal corporation** (the "Grantee"), whose mailing address is P.O. Box 1389, Vero Beach, Florida 32961-1389.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors, and assigns).

WITNESSETH:

That Grantor is the owner in fee simple of that certain real property located at **3901 26th Street (also known as the "Jackie Robinson Training Complex")**, lying, situate, and being in Indian River County, Florida, as being more particularly described as:

See attached **Exhibit "A"** (hereinafter the "Property").

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to the Grantee an exclusive easement in perpetuity through, on, under and across the Property for water and sewer purposes, which easement shall be as more particularly described in **Exhibit "A"** (hereinafter "Easement"), attached hereto and incorporated herein by reference, and which Easement shall run with and be a burden upon the Property.

This easement is adding additional utility facilities as a westerly extension to the existing easement #2021-EG-265 recorded on October 6, 2023, at OR Book 3654, Page 1108, in the Public Records of Indian River County, Florida, as depicted in **Exhibit "A."**

Notwithstanding the foregoing, Grantor covenants to limit its improvements, construction, installations, equipment, and plantings (collectively hereinafter "Improvements") on and in the Easement to those existing on the Effective Date hereof. In order to facilitate the orderly development of the Property, avoid damage or disruption to Grantee's utility facilities, and avoid injury or death to persons, Grantor further covenants that it shall not construct, install, or allow the construction or installation of any other or additional improvements or installations of any kind or nature on or in the Easement without prior review and approval by Grantee's water & sewer department.

Grantor further grants to the Grantee, as part of this Easement, a general easement for ingress, egress, and regress over and across the driveways, parking, common, and open areas of

the Property for the purpose of access to and maintenance, repair, or replacement of any or all of Grantee's equipment, water improvements, or related facilities. Grantee shall cause the restoration of any disturbance to or upon the Property and repair any damage to Grantor's Improvements (which shall only include those Improvements existing on the Effective Date and those subsequently constructed or installed with Grantee's approval pursuant hereto) caused by the acts or omissions of Grantee, its employees, agents, or contractors, which restoration and repair shall be completed without expense to Grantor. Grantee shall not be otherwise responsible for maintenance, restoration, or repair of the Property or Easement or any Improvement or other installation thereon or therein.

The undersigned hereby covenants and warrants that Grantor owns the said land described herein and the undersigned, as or on behalf of Grantor, has the right to grant this Easement.

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Indenture to be executed in its name as of the day and year first herein written.

GRANTOR:
BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By: _____
Susan Adams, Chairman

BOCC approved: _____

Attest: Ryan L. Butler, Clerk of Court and
Comptroller

By: _____
Deputy Clerk
(Official Seal)

Approved as to form and legal sufficiency:

Chris Hicks, Assistant County Attorney

Approved:

By: _____
John A. Titkanich, Jr.
County Administrator

ACCEPTANCE OF CONVEYANCE

The foregoing conveyance is hereby accepted by the City of Vero Beach, Florida, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance.

ATTEST:

GRANTEE:

CITY OF VERO BEACH, a Florida
municipal corporation

Sherri Philo
Interim City Clerk

By: _____
Monte K. Falls, P.E.
City Manager

(SEAL)

Date: _____

ADMINISTRATIVE REVIEW

(For Internal Use Only–Sec. 2-77 COVB Code)

Approved as to form and legal sufficiency
for COVB only:

Approved as to technical requirements:

John S. Turner
City Attorney

Robert J. Bolton, P.E.
Director, Water & Sewer

Approved as to technical requirements:

Matthew T. Mitts, P.E.
Director, Public Works

EXHIBIT "A"
PROPERTY DESCRIPTION
WATER EASEMENT #2024-EG-304
PARCEL #32-39-26-00011-0230-00001.0

Situated in the State of Florida, County of Indian River, City of Vero Beach and being a part of Section 03, Township 33 South, Range 39 East, and being more particularly bounded and described as follows:

Commencing at the northwest corner of Section 03, Township 33 South, Range 39 East;

Thence South 89°45'39" East along the north line of said Section 3 for a distance of 2222.79 feet,

Thence South 00°04'14" West for a distance of 516.46 feet to a point on an existing water easement line as described in Official Records Book 3654, Page 1108 of the Public Records of Indian River County, Florida, said point also being the Point of Beginning of the following described water easement;

Thence from the Point of Beginning, continue South 00°04'14" West along said existing easement line for a distance of 11.91 feet;

Thence South 89°45'55" East along said existing easement for a distance of 10.21 feet;

Thence, leaving said existing easement, run South 00°04'14" West for a distance of 3.43 feet;

Thence North 89°45'55" West for a distance of 16.14 feet;

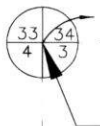
Thence North 00°04'14" East for a distance of 15.34 feet;

Thence South 89°45'55" East for a distance of 5.93 feet to the Point of Beginning;

Said easement containing 126 square feet more or less.


David Gay, PSM #5973





S89°45'39"E 2222.79'
NORTH SECTION LINE 03-33-39

POINT OF COMMENCEMENT
NW CORNER SECTION 03-33-39

SCALE 1" = 50'

JACKIE ROBINSON TRAINING COMPLEX
INDIAN RIVER COUNTY
3901 26TH STREET
PARCEL # 32-39-26-00011-0230-00001.0

516.46'
S00°04'14"W

POINT OF BEGINNING

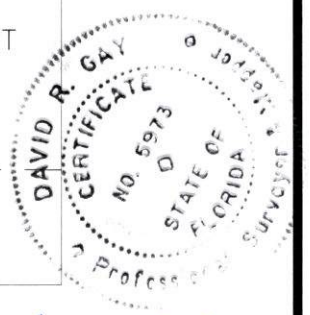
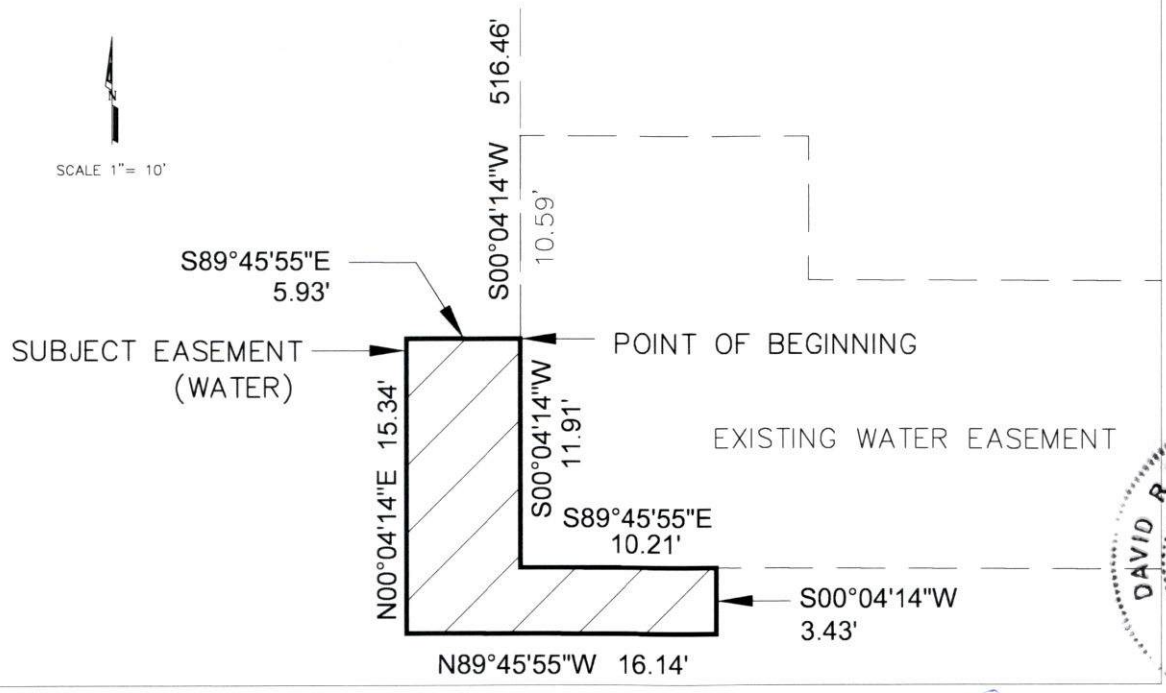
SUBJECT EASEMENT
(WATER)
SEE DETAIL BELOW

EXISTING WATER EASEMENT
OR BOOK 3654, PAGE 1108

DETAIL



SCALE 1" = 10'



NOTE: EASEMENT DESCRIPTION IS BASED UPON A SURVEY SUPPLIED BY
MASTELLER, MOLER & TAYLOR, INC., DRAWING # 7589-UE-EASE
DATED 7-30-2024.

David Gay 8/1/24
DAVID GAY, PSM #5973 DATE
SHEET 2 OF 2

CITY OF VERO BEACH	SKETCH OF PROPERTY DESCRIPTION WATER EASEMENT PORTION OF SECTION 03-33-39	EXHIBIT "A"		REV. NO.	AUTHRZD. BY
DEPARTMENT OF PUBLIC WORKS		CITY PROJECT NO. 2024-EG-304		DRWN. BY	DATE
SURVEY & ENGINEERING DIVISION		DATE 07/2024	DRWN. BY DG	CHKD. BY RJB	DESCRIPTION

Prepared by and return to:
City Attorney
P.O. Box 1389
Vero Beach, FL 32961-1389

Property Appraiser's Parcel
Identification No: 32392600011023000001.0

[Space Above This Line For Recording Data]

**BILL OF SALE OF UTILITY FACILITIES
TO
CITY OF VERO BEACH, FLORIDA**
(when constructed within existing easement or road rights-of-way)

KNOW ALL MEN BY THESE PRESENTS, that:

INDIAN RIVER COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is 1801 27th Street, Vero Beach, Florida 32960 ("GRANTOR"), in consideration of value received, the receipt and sufficiency of which is hereby acknowledged, has and does hereby grant, bargain, sell, transfer, and deliver unto the **CITY OF VERO BEACH, a Florida municipal corporation**, whose mailing address is P.O. Box 1389, Vero Beach, Florida 32961-1389 ("GRANTEE"), as of the date of acceptance entered below, the following goods and chattels:

**UTILITY FACILITIES OF
"Jackie Robinson Training Complex"
SEE ATTACHMENT "A"
ATTACHED HERETO AND MADE A PART HEREOF**

Which, utility facilities are located in existing easements or road rights-of-way described generally as the "Utility Facilities" as constructed at **3901 26th Street, Vero Beach, Florida, 32960**, further described as:

A parcel of land lying in Section 3, Township 33 South, Range 39 East, Indian River County, Florida; being more particularly described in Warranty Deed dated August 29, 2001, recorded on August 29, 2001 at OR BK 1426, PG 555, of the Public Records of Indian River County, Florida.

TO HAVE AND TO HOLD the same unto GRANTEE forever, and GRANTOR hereby warrants to the GRANTEE that it has free and unencumbered title to the above-described Utility Facilities, that all persons or entities which have supplied labor or materials with respect to these Utility Facilities have been paid in full, that none of them has any claim whatsoever with respect thereto, and that the GRANTOR has full authority to make this conveyance and will warrant and defend the sale of said Utility Facilities hereby made unto GRANTEE against the claims and demands of all persons whomsoever.

GRANTOR hereby further warrants that should the above described Utility Facilities fail or otherwise become defective during a period of one year from the date of acceptance of same by GRANTEE, due to defective materials or workmanship, GRANTOR shall upon each

occasion be responsible in all respects for such failure or defect and shall correct same at GRANTOR'S sole cost and without expense to GRANTEE upon reasonable notice by GRANTEE. GRANTOR shall be solely liable and shall save GRANTEE harmless from any direct or consequential damage attributable to such failure or defect. GRANTOR hereby also assigns all its right, title, and interest in and to contractor, manufacturer, and supplier warranties with respect to the described Utility Facilities.

IN WITNESS WHEREOF, the GRANTOR has herein set its hand and seal the day and year written below.

GRANTOR:
BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By: _____
Susan Adams, Chairman

BOCC approved: _____

Attest: Ryan L. Butler, Clerk of Court and
Comptroller

By: _____
Deputy Clerk
(Official Seal)

Approved as to form and legal sufficiency:

Chris Hicks, Assistant County Attorney

Approved:

By: _____
John A. Titkanich, Jr.
County Administrator

**ACCEPTANCE OF CONVEYANCE
OF UTILITY FACILITIES**

The conveyance to the City of Vero Beach of those certain Utility Facilities pursuant to the foregoing Bill of Sale dated _____, 2024 is hereby accepted by the City of Vero Beach, Florida, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance.

ATTEST:

GRANTEE:

CITY OF VERO BEACH, a Florida
municipal corporation

Sherri Philo
Interim City Clerk

By: _____
Monte K. Falls, P.E.
City Manager

Seal:

Date: _____

ADMINISTRATIVE REVIEW

(For Internal Use Only—Sec. 2-77 COVB Code)

Approved as to form and legal sufficiency
for COVB only:

Approved as to technical requirements:

John S. Turner
City Attorney

Robert J. Bolton, P.E.
Director, Water & Sewer

Attachment 'A'

Engineer's Cost Estimate

I, Ravi Devaguptapu, PE, PTOE, a Florida registered engineer with License No. 53150, do hereby certify that this cost estimate has been prepared under my responsible direction for the Water, Sewer, and Fire improvements listed below and that the total cost estimated for the said improvements is \$20,530. This estimate has been prepared, in part, for estimating the value of utilities to be dedicated to the City of Vero Beach, installed in substantial conformance with the approved utility construction for the JRTC Championship Hall building improvements, dated and approved by the C.O.V.B. Utility Department on

	Quantity	Unit	Unit Price	Price
WATER SYSTEM				
6" x 4" Tapping Saddle & 4" Tapping Valve	1	EA	\$4,000.00	\$4,000.00
4" Tapping Saddle & 4" Tapping Valve	1	EA	\$3,500.00	\$3,500.00
4" PVC Water Main Pipe	8	LF	\$85.00	\$680.00
4" D.I.P. Water Main Pipe	6	LF	\$100.00	\$600.00
4" Gate Valve	1	EA	\$1,200.00	\$1,200.00
4" 90° Bend	2	EA	\$900.00	\$1,800.00
2" Water Service	1	LS	\$2,500.00	\$2,500.00
SEWER SYSTEM				
6" Sewer Service	1	LS	\$6,250.00	\$6,250.00
Total Amount				\$20,530.00

