

Meeting Date
<b>July 7, 2015</b>



AGENDA	
Section	Consent
Item No.	<b>II.A.10</b>

**AGENDA REPORT**  
**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

<b>SUBJECT:</b>	Sovereignty Submerged Lands Fee Waived Lease Renewal BOT File No. 050017474 Re: Brevard County Property Located North/West of Mathers Bridge – District 4
<b>DEPT/OFFICE:</b>	Public Works Department – Finance & Contracts Administration

**Requested Action:**

It is requested that the Board authorize the Chairman to execute the Sovereignty Submerged Lands Fee Waived Lease Renewal BOT File No. 050017474 between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Brevard County relating to the County property located north/west of Mathers Bridge.

**Summary Explanation & Background:**


In February 1990, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida issued a Sovereignty Submerged Lands Fee Waived Lease to the owner of the property located north/west of the Mathers Bridge for a docking facility. Brevard County acquired this property in December 1997 and assumed the lease. The Board renewed this lease in July 2000 which extended the lease until April 2005. In May 2005, the Board extended the lease until April 2010 and again extended the lease in July 2010 until April 2, 2015. The term of the renewal automatically commences on the last day of previous lease term.

The attached Sovereignty Submerged Lands Fee Waived Lease Renewal BOT File No. 050017474 will extend the lease for another five-year period until April 2, 2020. County staff initiated the renewal process with the State in February 2015 and the renewal was just recently finalized by the State for the Board's action. The execution of this lease renewal will protect the County's interest for use of the docking facility.

**Fiscal Impact:** FY 2014/2015 Funding for the \$619.00 permit processing fee is available in Local Option Gas Tax (LOGT) Fund 1163, Cost Center 265030.

Clerk to the Board Instructions: Please return Sovereignty Submerged Lands Fee Waived Lease Renewal BOT File No. 050017474 (4 originals) to Public Works Department for further execution by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Exhibits Attached: Sovereignty Submerged Lands Fee Waived Lease Renewal BOT File No. 050017474 (4 originals)

<b>Contract /Agreement (If attached): Reviewed by County Attorney</b>		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR <input type="checkbox"/>
County Manager	Assistant County Manager	Department Director / Extension		 John P. Denninghoff / 57202		
Stockton Whitten	Assistant County Manager					



**BOARD OF COUNTY COMMISSIONERS**

**Public Works Department**

2725 Judge Fran Jamieson Way  
Building A, Room 201  
Viera, Florida 32940

August 3, 2015

Tammy Etheridge, Deputy Clerk  
Clerk to the Board  
400 South Street  
Titusville, FL 32781

RE: July 7, 2015 Board of County Commissioners Agenda Item II.A.10  
Sovereignty Submerged Lands Fee Waived Lease Renewal BOT File No. 050017474 with Board of  
Trustees of the Internal Trust Fund of the State of Florida for Property Located North/West of Mathers  
Bridge

As requested in the Clerk's Memorandum, please find enclosed the fully-executed Lease Renewal for inclusion in the official minutes.

Thank you,

*Jeanette Scott*

Jeanette Scott, Construction Contracts Technician

Encl. (1)



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972

July 8, 2015

MEMORANDUM

TO: John Denninghoff, Public Works Director

RE: Item II.A.10., Sovereignty Submerged Lands Fee Waived Lease Renewal BOT File No. 050017474 with Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for Property Located North/West of Mathers Bridge

The Board of County Commissioners, in regular session on July 7, 2015, executed the Sovereignty Submerged Lands Fee Waived Lease Renewal BOT File No. 050017474 between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Brevard County relating to the County property located North/West of Mathers Bridge. Enclosed are four executed Sovereignty Submerged Lands Fee Waived Lease Renewals.

**Upon execution of the State, please forward a fully-executed copy of the Lease Renewal to this office for inclusion in the official minutes.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/af

Encls. (4)

cc: Contracts Administration  
Finance  
Budget



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972

July 8, 2015

MEMORANDUM

TO: John Denninghoff, Public Works Director

RE: Item II.A.10., Sovereignty Submerged Lands Fee Waived Lease Renewal BOT File No. 050017474 with Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for Property Located North/West of Mathers Bridge

The Board of County Commissioners, in regular session on July 7, 2015, executed the Sovereignty Submerged Lands Fee Waived Lease Renewal BOT File No. 050017474 between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Brevard County relating to the County property located North/West of Mathers Bridge. Enclosed are four executed Sovereignty Submerged Lands Fee Waived Lease Renewals.

**Upon execution of the State, please forward a fully-executed copy of the Lease Renewal to this office for inclusion in the official minutes.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

A handwritten signature in cursive script that reads "Tammy Etheridge".

Tammy Etheridge, Deputy Clerk

/af

Encls. (4)

cc: Contracts Administration  
Finance  
Budget

This Instrument Prepared By:  
Celeda Wallace  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

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SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL

BOT FILE NO. 050017474

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Brevard County, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 10,  
Township 27 South, Range 37 East, in the Indian and Banana Rivers,  
Brevard County, containing 6,099 square feet, more or less,  
as is more particularly described and shown on Attachment A,  
dated February 21, 1990.

HAVE THE USE OF the hereinabove described premises from April 2, 2015, the effective date of this renewal lease, through April 2, 2020, the expiration date of this renewal lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 7-slip docking facility to be used exclusively for mooring of recreational vessels in conjunction with an upland governmental facility and restaurant, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 25 as shown and conditioned in Attachment A. . All of the foregoing subject to the remaining conditions of this lease.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection Environmental Resource Permit. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the term of this lease and any renewals plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Brevard County, Florida  
2725 Judge Fran Jamieson Way  
Viera, Florida 32940

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 10 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

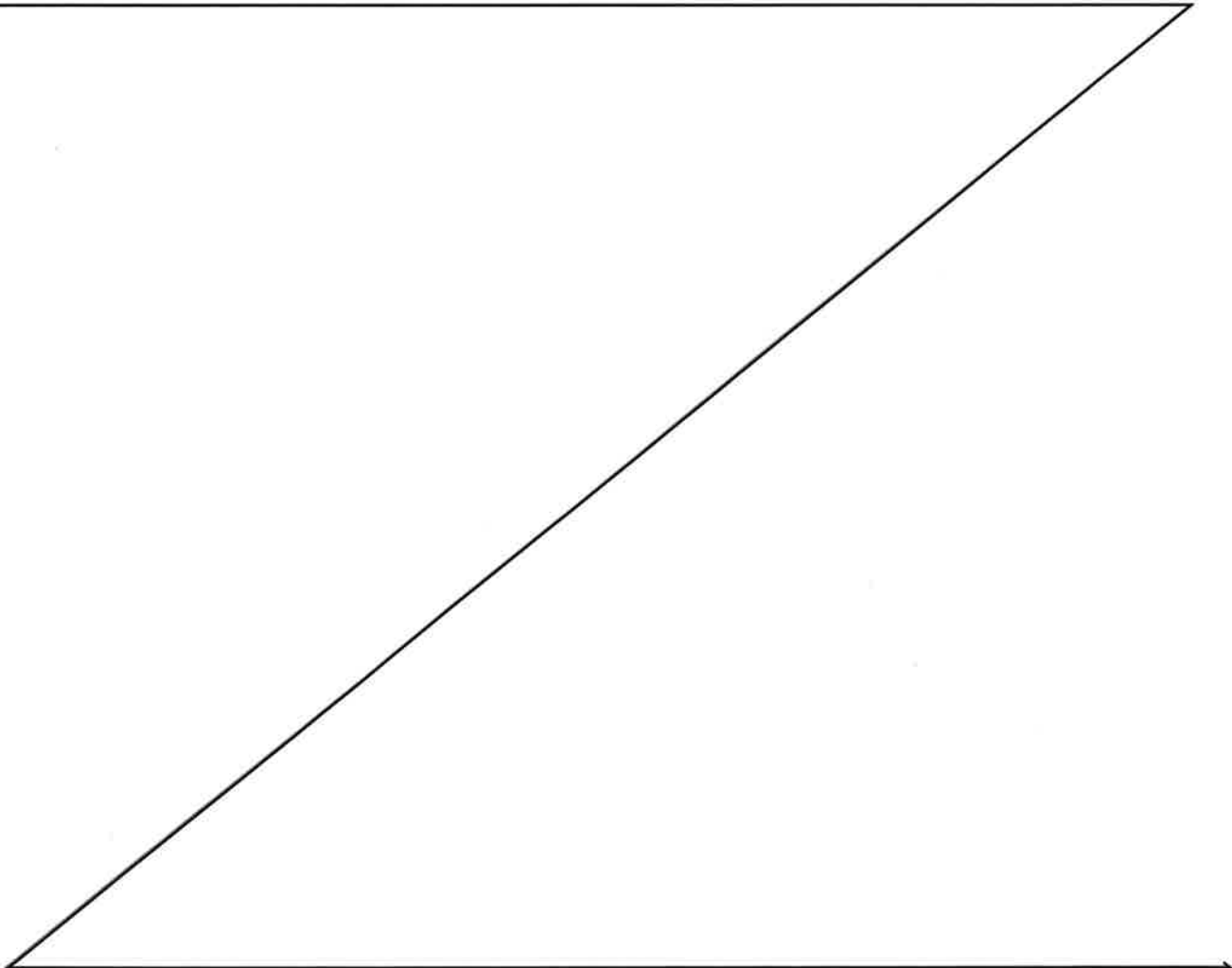
22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

23. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

24. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

25. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

26. SPECIAL LEASE CONDITON: The Lessee shall investigate all claims of every nature as its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts of omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.



WITNESSES:

M. Sue Jones  
Original Signature

M. Sue Jones  
Print/Type Name of Witness

Kathy C Griffin  
Original Signature

Kathy C Griffin  
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

(SEAL)

BY: Cheryl C McCall  
Cheryl C. McCall, Chief, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the  
Board of Trustees of the Internal Improvement Trust Fund of the  
State of Florida

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 23rd day of July, 2015, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

John H. Hain 4/3/15  
DEP Attorney Date

Kathy C Griffin  
Notary Public, State of Florida

Printed, Typed or Stamped Name  
My Commission Expires  
Notary Public State of Florida  
Kathy C Griffin  
My Commission EE148787  
Expires 11/27/2015  
Commission/Serial No.

WITNESSES:

Tammy Etheridge  
Original Signature

Tammy Etheridge  
Typed/Printed Name of Witness

Donna Scott  
Original Signature

Donna Scott  
Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF Brevard

Brevard County, Florida (SEAL)  
By its Board of County Commissioners

BY: [Signature]  
Original Signature of Executing Authority

Robin Fisher  
Typed/Printed Name of Executing Authority

Chairman  
Title of Executing Authority

As approved by the Board on 07-07-15

"LESSEE"

The foregoing instrument was acknowledged before me this 7th day of July, 2015, by Robin Fisher as Chairman, for and on behalf of the Board of County Commissioners of Brevard County, Florida. He is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

Tammy Lynn Etheridge  
Signature of Notary Public

Notary Public, State of Florida

Tammy Lynn Etheridge  
Printed, Typed or Stamped Name



Commission/Serial No. \_\_\_\_\_

**Reviewed for legal form and content:** EB

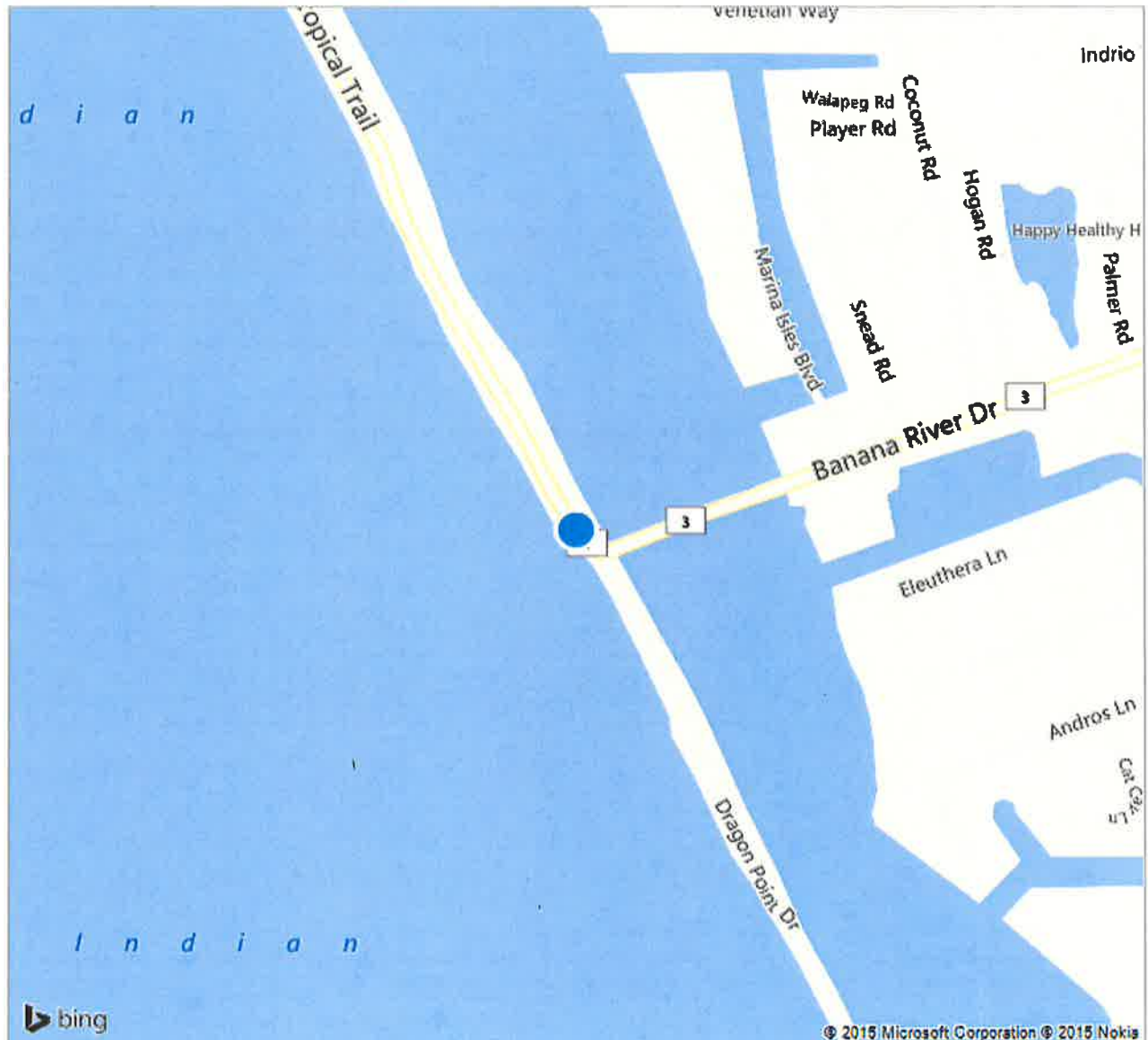
Deputy **County Attorney**

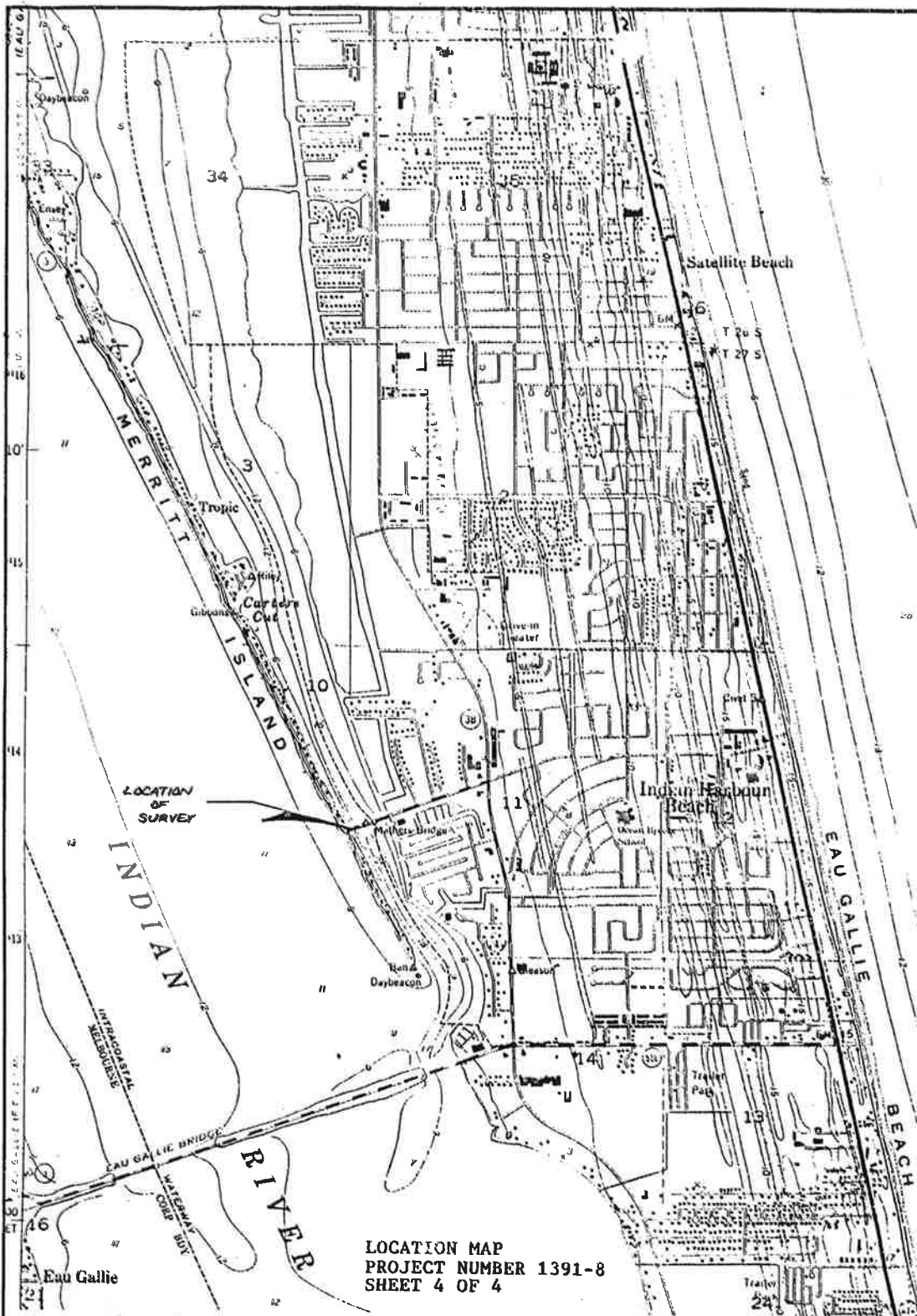
ATTEST:

[Signature]  
Scott Ellis, Clerk



11480 S Tropical Trail, Merritt Island, FL  
32952





LOCATION MAP  
PROJECT NUMBER 1391-8  
SHEET 4 OF 4

SCALE: 1"=2000'	DWN. BY: MW	CHD. BY:	PROJECT NO. 1390-1
REVISIONS	<p>A.</p> <p>B.</p> <p>C.</p>		
<p><b>3353 CERTIFICATION</b></p> <p>I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER THAT IT MEETS THE MINIMUM REQUIREMENTS UNDER CHAPTER 21 HH-8 PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.</p>			
DATE: 9-13-08	FLA. CERT. NO.		P.L.S.

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.

CERTIFIED TO:

**WILLIAM MOTT LAND SURVEYING INC.**  
 SATELLITE BEACH PROFESSIONAL CENTER  
 1275 SO. PATRICK DR., SUITE H  
 SATELLITE BEACH, FL. 32937-3955 - PH. (407) 775-4323

10/27/07

DESCRIPTION: (SUBMERGED LAND LEASE, INDIAN RIVER, BY SURVEYOR)

A PARCEL OF SUBMERGED LAND IN THE INDIAN RIVER IN SECTION 10 TWP 27 S, RGE 37 E, BREVARD COUNTY FLORIDA ENCOMPASSING A WOODEN DOCK AND CERTAIN ADJACENT MOORING AREA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT P.I. STA.28+27.78, CURVE NO 2, AS SHOWN ON STATE OF FLORIDA D.O.T. RIGHT OF WAY MAP, SECTION 70130-2503, SHEET 2, FOR STATE ROAD NO. 3 (SOUTH TROPICAL TRAIL) AS RECORDED IN ROAD PLAT BOOK 1, PAGE 92, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND GO S 58°55'56" W A DISTANCE OF 3154 FEET TO THE INTERSECTION OF A WOODEN DOCK WITH THE SAFE UPLAND LINE (1 FOOT N.G.V.D.CONTOUR) OF THE INDIAN RIVER FOR THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE S 04°59'03" E ALONG SAID SAFE UPLAND LINE A DISTANCE OF 18.81 FEET; THENCE S 68°06'20" W ALONG THE SOUTH EDGE OF THE MAIN SECTION OF SAID DOCK A DISTANCE OF 94.17 FEET; THENCE LEAVING THE EDGE OF THE DOCK INTO THE MOORING AREA S 21°53'40" E A DISTANCE OF 17.00 FEET; THENCE S 68°06'20" W A DISTANCE OF 55.00 FEET TO, ALONG THE SOUTH EDGE OF, AND BEYOND THE "TEE" SECTION OF THE SAID DOCK; THENCE N 21°53'40" W A DISTANCE OF 40.00 FEET; THENCE N 68°06'20" E TO, ALONG THE NORTH EDGE OF, AND BEYOND THE "TEE" SECTION OF SAID DOCK A DISTANCE OF 55.00 FEET; THENCE S 21° 53'40" E A DISTANCE OF 17 FEET TO THE NORTH SIDE OF THE SAID MAIN DOCK; THENCE N 68°06'20" E ALONG THE SAID NORTH SIDE A DISTANCE OF 94.00 FEET; THENCE N 21°53'40" W A DISTANCE OF 12.00 FEET; THENCE N 68°06'20" E A DISTANCE OF 5.64 FEET TO THE SAID SAFE UPLAND LINE AND POINT-OF-BEGINNING; CONTAINING 2816 SQUARE FEET OF LAND MORE OR LESS.

DESCRIPTION: OWNERSHIP, BY CLIENT (ORB 1514, PG317)

LOT 9, PARADISE POINT NO.4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 3, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, EXCEPT LAND DEEDED TO THE STATE OF FLORIDA; SUBJECT TO RIGHT OF WAY OF STATE ROAD NO. 3;

ALSO:

A FIVE FOOT STRIP OF LAND IMMEDIATELY SOUTH OF THE SOUTH BOUNDARY LINE OF PARADISE POINT NO. 4, THE SAID SOUTH BOUNDARY LINE OF PARADISE POINT NO. 4 BEING THE NORTH LINE OF THE PROPERTY BEING HEREIN CONVEYED. THE WIDTH OF SAID SOUTH BOUNDARY LINE OF PARADISE POINT NO. 4 BEING 110.3' MORE OR LESS AND EXTENDING FROM THE EAST SHORE OF THE INDIAN RIVER TO THE WEST SHORE OF THE BANANA RIVER; SAID LAND BEING IN SECTIONS 10 AND 11, TOWNSHIP 27 SOUTH, RANGE 37 EAST, SUBJECT TO RIGHT-OF-WAY MENTIONED IN DEED RECORDED IN DEED BOOK 276, PAGE 137, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SUBJECT TO RESERVATIONS, RESTRICTIONS, EASEMENTS AND LIMITATIONS OF RECORD AND APPLICABLE

NOTES:

1. THE BEARING STRUCTURE USED HEREON IS BASED ON D.O.T. MAPS PER R/W BOOK 1, PG. 92
2. THE BENCH MARK USED IS U.S.C.& G. RM2 (1945) ELEVATION 8.77 FEET N.G.V.D. 1929
3. THIS IS A SPECIAL PURPOSE SURVEY PREPARED SPECIFICALLY FOR USE IN OBTAINING A SUBMERGED LAND LEASE FOR OCCASIONAL MOORING OF BOATS AT DOCKS IN THE INDIAN AND BANANA RIVERS.
4. THIS SURVEY WAS MADE WITHOUT BENEFIT OF A TITLE REPORT AND NO SEARCH WAS MADE OF THE PUBLIC RECORDS FOR EASEMENTS,RIGHTS-OF-WAY ETC.

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND IT'S CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.

CERTIFICATION

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER THAT IT MEETS THE MINIMUM REQUIREMENTS UNDER CHAPTER 21 H-1-6 PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

RODERICK R. CASAVANT  
STEVE S. VASZARY

DATE: 4/28/89

*William Mott* PLS  
FLA. CERT. NO. 3333

WILLIAM MOTT LAND SURVEYING INC.  
SATELLITE BEACH PROFESSIONAL CENTER, SUITE H,  
1275 SOUTH PATRICK DRIVE, SATELLITE BEACH, FLORIDA 32937  
- PH. 407 775-6303 -

SHEET 2 OF 4  
REVISION A

(THIS SHEET RE-REVISED 4/28/89 TO CORRECT LEASE DESCRIPTION)

WILLIAM MOTT LAND SURVEYING  
PROJECT NO. 1398-1

SCALE: NOT SET	APPROVED BY: WML	DRAWN BY:
DATE: 4/28/89		REVISED BY:
SPECIAL PURPOSE SURVEY		
SUBMERGED LAND LEASE		
PAGE NO. 2	DRAWING NO. 2	

DESCRIPTION: (Submerged Land Lease by Surveyor) Banana River

A PARCEL OF SUBMERGED LAND IN THE BANANA RIVER IN SECTION 10, TOWNSHIP 27 S., RANGE 37 E., BREVARD COUNTY, FLORIDA ENCOMPASSING A WOODEN DOCK AND CERTAIN ADJACENT MOORING AREA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT P.I. STA. 28+27.78, CURVE NO. 2, AS SHOWN ON STATE OF FLORIDA D.O.T. RIGHT OF WAY MAP, SECTION 70130-2503, SHEET 2, FOR STATE ROAD NO. 3 (SOUTH TROPICAL TRAIL) AS RECORDED IN ROAD PLAT BOOK 1, PAGE 92, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND GO N 19°22'25" W A DISTANCE OF 44.67 FEET; THENCE N 67°45'29" E A DISTANCE OF 106.6 FEET TO THE SAFE UPLAND LINE (1 FOOT N.G.V.D. CONTOUR) OF THE BANANA RIVER; THENCE S 24°18'24" E ALONG SAID CONTOUR LINE A DISTANCE OF 4.54 FEET TO THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE N 65°07'36" E A DISTANCE OF 22.21 FEET; THENCE S 26°21'58" E A DISTANCE OF 134.63 FEET; THENCE S 67°45'29" W A DISTANCE OF 23.00 FEET TO THE SAID CONTOUR LINE OF THE BANANA RIVER; THENCE N 31°45'33" W ALONG SAID CONTOUR LINE A DISTANCE OF 20.33 FEET; THENCE N 32°50'29" W A DISTANCE OF 26.12 FEET; THENCE N 18°53'38" W A DISTANCE OF 29.40 FEET; THENCE N 24°56'26" W A DISTANCE OF 29.30 FEET; THENCE N 24°18'24" W A DISTANCE OF 28.94 FEET TO THE POINT-OF-BEGINNING. CONTAINING 3283 SQUARE FEET OF LAND MORE OR LESS.


NOTE: Concerning adjacent shoreline

The adjacent shoreline for 1,000 feet either side of this property is basically natural except for construction associated with the bridge. There are numerous docks and isolated bulkheading of the shoreline in association with these docks, primarily of natural materials such as coquina and rocks.

NOTE:

revised Feb. 21,1990 to include entire dock area to within 4 feet of property/riparian line.

SHEET 3 OF 4

SCALE:	DWN. BY: 	CHD. BY:	CLIENT NO.	THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.	
REVISIONS	A.				PREPARED FOR:
	B.				
	C.			<b>WILLIAM MOTT LAND SURVEYING INC.</b> SPACE OFFICE CENTER, SUITE 1, 1127 SO. PATRICK DR. SATELLITE BEACH, FLA. 32937 - PH. 773-4323	
I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER THAT IT MEETS THE MINIMUM REQUIREMENTS UNDER CHAPTER 21 HH-6 PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.					
DATE:				P.L.S.	
			FLA. CERT. NO.		

034477

10/27/57



JE

Prepared by and return to:  
T. M. Barlow, Esquire  
Gleason, Barlow & Bohne, P. A.  
123 5th Ave., P. O. Box 033648  
Indialantic, Florida 32903-0648  
Parcel ID#27 37 10 02 9



CFN 97224269 12-30-97 02:03 pm  
OR Book/Page: 3758 / 0291

**Sandy Crawford**

Clerk Of Courts, Brevard County

#Pgs: 4 #Names: 8  
Trust: 2.50 Rec: 21.00 Serv: 0.00  
Deed: 1,685.60 Excise: 0.00  
Mtg: 0.00 nt Tax: 0.00

**WARRANTY DEED**

THIS WARRANTY DEED made this 10th day of December , 1997 by STEVE S. VASZARY a/k/a STEPHEN S. VASZARY, INDIVIDUALLY AND AS TRUSTEE OF THE STEPHEN S. VASZARY REVOCABLE TRUST, PURSUANT TO THE PROVISIONS OF THE CERTAIN TRUST UNDER AGREEMENT DATED AUGUST 15, 1990; AND RODERICK R. CASAVANT AND MARY ANNE CASAVANT, his wife; all hereinafter collectively called the grantor, to BOARD OF COUNTY COMMISSIONERS, BREVARD COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, whose post office address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, hereinafter called the grantee:

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Brevard County, State of Florida, viz:

SEE EXHIBIT A ATTACHED HERETO

Subject to those restrictions, easements, and reservations of record noted on Exhibit A hereof.

The property herein conveyed is not and never has been the homestead of any of the Grantors or any beneficiary of the above-described Trust and is not adjacent to or contiguous with the homestead of any of the Grantors or of any such beneficiary.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

Signatures and Notary Acknowledgment  
contained on pages 2 and 3



CFN 97224269  
OR Book/Page: 3758 / 0292

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1996.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Mary Straightif  
Witness signature  
Mary Straightif

Printed Name  
Alisa A. Russell

Witness signature  
Alisa A. Russell

Printed Name  
Arlene M. Barnes

Witness signature  
Arlene M. Barnes

Printed Name  
Melissa L. Dullaghan

Witness signature  
Melissa L. Dullaghan

Printed Name  
Arlene M. Barnes

Witness signature  
Arlene M. Barnes

Printed Name  
Melissa L. Dullaghan

Witness signature  
Melissa L. Dullaghan

Printed Name  
Melissa L. Dullaghan

Steve S. Vaszary  
Steve S. Vaszary, a/k/a  
Stephen S. Vaszary,  
Individually and as Trustee  
310 5th Ave.  
Indialantic, FL 32903

Roderick R. Casavant  
Roderick R. Casavant  
350 Norwood Ave.  
Satellite Beach, FL 32937

Mary Anne Casavant  
Mary Anne Casavant  
350 Norwood Ave.  
Indialantic, FL 32903

Notary Acknowledgments contained on page 3



CFN 97224269  
OR Book/Page: 3758 / 0293

STATE OF NORTH CAROLINA )  
COUNTY OF Mecklenburg )

The foregoing instrument was acknowledged before me by STEVE S. VASZARY a/k/a Stephen S. Vaszary, who is personally known to me or I relied upon the following form of identification of the above-named person: Florida DL V260797173490 exp. 9-29-2003 and that an oath was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 12 day of November, A.D. 1997.



(NOTARY SEAL)  
My Commission Expires: 11-9-98  
Mecklenburg County NC

D.A. Mc Daniels  
Notary Public  
D.A. Mc Daniels  
Typed Name of Notary

STATE OF FLORIDA )  
COUNTY OF BREVARD )

The foregoing instrument was acknowledged before me by RODERICK R. CASAVANT and MARY ANNE CASAVANT, his wife, who are personally known to me or I relied upon the following form of identification of the above-named persons: Florida Drivers License and that an oath was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of December, A.D. 1997.

(NOTARY SEAL)

My Commission Expires:

Melissa L. Dullaghan  
Notary Public  
Melissa L. Dullaghan  
Typed Name of Notary



Melissa L. Dullaghan  
MY COMMISSION # CC687419 EXPIRES  
October 8, 2001  
BONDED THRU TROY FAIN INSURANCE, INC.



CFN 97224269

OR Book/Page: 3758 / 0294

EXHIBIT A

Lot 9, PARADISE POINT NO. 4, according to the Plat thereof as recorded in Plat Book 9, Page 3, Public Records of Brevard County, Florida, except land deeded to the State of Florida; subject to right of way of State Road No. 3; -----ALSO----- A five foot strip of land immediately South of the South boundary line of Paradise Point No. 4, the said South boundary line of Paradise Point No. 4 being the North line of the property herein conveyed. The width of said South boundary line of Paradise Point No. 4 being 110.3' and extending from the East shore of the Indian River to the West shore of the Banana River; said land being in Sections 10 and 11, Township 27 South, Range 37 East, subject to right of way mentioned in deed recorded in Deed Book 276, Page 137, Public Records of Brevard County, Florida.

This conveyance is subject to those restrictions, easements and reservations recorded at Deed Book 275, Page 290; Deed Book 276, Page 137; OR Book 2081, Page 775; OR Book 2496, Page 951; OR Book 2543, Page 393; OR Book 3066, Page 845 as modified at OR Book 3043, Page 3859 and renewed at OR Book 3593, Page 1941; OR Book 2481, Page 2607; OR Book 2644, Page 197; OR Book 3516, Page 132; and OR Book 3516, Page 134, all of the Public Records of Brevard County, Florida.

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**INITIAL CONTRACT FORM**

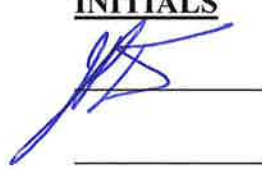

**SECTION I**

The following information must be completed on all new contracts submitted to the Board.

<b>1. Contractor:</b> Florida Department of Environmental Protection	
<b>2. Fund/Account #:</b>	<b>Division Name:</b> Finance & Contracts Administration
<b>4. Contract Description:</b> Submerged Lands Lease Renewal BOT 050017474 (Mathers Bridge)	
<b>5. Contract Monitor:</b> Jeanette Scott	<b>6. Mail Stop #:</b> 81
<b>7. Dept./Office Director:</b> Public Works Department/John P. Denninghoff	<b>8. Contract Type:</b> Lease
<b>ACTION DATE:</b> 6/22/15 for 7/7/15 Board Meeting	<b>ACTION REQUIREMENT:</b> <i>Need approval please</i>

**SECTION II**

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<u>6/22/15</u>
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<u>6/22/15</u>

If any office denies approval, the package will be returned immediately to the User Agency.

**NOTE:** *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.*

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**INITIAL CONTRACT FORM**

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<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	_____	_____	_____	_____
Risk Management	✓	_____	JLS	6/18/2015
County Attorney	_____	_____	_____	_____

If any office denies approval, the package will be returned immediately to the User Agency.

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