



ADD ON

AGENDA	
Section	New Business
Item No.	VI B 2

Meeting Date
July 25, 2017

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Termination of Lease with City of Cocoa – District 2
DEPT/OFFICE:	Community Services Group / Parks and Recreation Department

Requested Action:

It is requested the Board approve the termination of the Lease with the City of Cocoa. It is further requested the Chair be authorized to execute all documents needed to effectuate the terms of this agreement.

Summary Explanation & Background:

On September 30, 1975, the County and the City of Cocoa (City) entered into a lease agreement for the County’s construction and operation of facilities for public recreation purposes on said leased property within the City of Cocoa, now commonly known as Travis Park. The lease agreement provided that any and all structures affixed to the land became property of the City at lease termination. The County, on the same date, entered into agreement with the Brevard Museum to lease a portion of the property. The Museum operated a portion of the property for nature trails, an observation area for classes conducted in the natural sciences in conjunction with a natural science and history museum until 2014, at which point the Florida Historical Society (FHS) assumed the Museum’s sublease with the County.

Approval of the request for Termination of Lease will terminate the County’s lease with the City of Cocoa. The City will execute a lease agreement directly with FHS and FHS will continue the operation and maintenance of the Taylor Building as a public museum to display and preserve the Taylor artifacts thereby continuing services to community.

Travis Park will continue to be included in the Interlocal Agreement between the County and the City designating the County responsible for operation and maintenance of said parks. Therefore, there is no need for a lease as no other City parks are operated via a lease. Staff will be bringing back an updated Interlocal Agreement for operation and maintenance of parks within the City limits at a later date.

Fiscal Impact: There is no fiscal impact as a result of this action.

Clerk to the Board Instructions:

Exhibits Attached: Termination of Lease

Contract /Agreement (If attached):	Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager	Assistant County Manager, John Denninghoff	Mary Ellen Donner, Parks & Recreation Director 633-2046; maryellen.donner@brevardparks.com
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Frank Abbate, Interim County Manager	Assistant County Manager, Vanetta Valdengo	
--------------------------------------	--	--



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

July 26, 2017

M E M O R A N D U M

TO: Mary Ellen Donner, Parks and Recreation Director

RE: Item VI.B.2., Lease Termination Agreement and Mutual Release with City of Cocoa for Property Located in Travis Park

The Board of County Commissioners, in regular session on July 25, 2017, executed Lease Termination Agreement and Mutual Release with the City of Cocoa for property located in Travis Park. Enclosed is executed Lease Termination Agreement and Mutual Release.

Upon execution by the City of Cocoa, please return a fully-executed copy of the Lease Termination Agreement and Mutual Release to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

Encl. (1)

cc: Contracts Administration



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

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July 26, 2017

M E M O R A N D U M

TO: Mary Ellen Donner, Parks and Recreation Director

RE: Item VI.B.2., Lease Termination Agreement and Mutual Release with City of Cocoa for Property Located in Travis Park

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Upon execution by the City of Cocoa, please return a fully-executed copy of the Lease Termination Agreement and Mutual Release to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

Encl. (1)

cc: Contracts Administration



After recording
return document to:
Carie Shealy
City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

-----[This space above reserved for recording information]-----

LEASE TERMINATION AGREEMENT AND MUTUAL RELEASE

THIS LEASE TERMINATION AND MUTUAL RELEASE ("Termination Agreement"), by and between the **CITY OF COCOA**, a municipal corporation existing under the laws of the State of Florida ("**Lessor**") and **THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida ("**Lessee**").

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated September 30, 1975, recorded in Official Records Book 1565, Page 246, Public Records of Brevard County, Florida, rerecorded in Official Records Book 1565, Page 259, Public Records of Brevard County, Florida, and as amended by that certain Amendment to Lease Agreement dated August 1, 1989, copies of which are attached hereto as Exhibit "A" (as amended, "**Lease Agreement**"), for the lease of certain real property more particularly described in Exhibit "B" attached hereto and incorporated by this reference ("**Leased Property**"); and

WHEREAS, on January 13, 1981, the City conveyed to the District Board of Trustees of Brevard Community College ("**BCC**") a portion of the Leased Property, more particularly described in the quitclaim deed recorded in Official Records Book 2295, Page 1696, Public Records of Brevard County ("**BCC Property**"); and

WHEREAS, in accordance with the conveyance to the BCC, Lessor holds and maintains fee simple title to the Leased Property, except for the BCC Property described above; and

WHEREAS, Lessor and Lessee desire to terminate the Lease Agreement pursuant to the terms provided herein.

NOW THEREFORE, for and in consideration of the provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee (collectively referred to as the "**Parties**") hereby agree as follows:

1. **Recitals.** That all of the foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Effective Date & Termination Date.** This Termination Agreement shall be valid and binding upon the date of execution by the last signing party ("**Effective Date**"); however, the Lease Agreement shall automatically terminate without further action by the Parties and be of no further force or effect on 11:59 P.M. EST November 1, 2017 ("**Termination Date**").
3. **Vacation of Premises.** Lessee shall fully vacate the Leased Property, except for the BCC Property previously conveyed to the BCC, on or before the Termination Date. In accordance with Section 7 of the Lease Agreement, it is specifically understood and agreed that any and all buildings or structures placed upon the Leased Property which are permanently attached to said property shall become the property of the Lessor as of the Termination Date. Lessee shall execute any and all papers necessary to effect transfer to said buildings or structures to Lessor free and clear of all liens, encumbrances, or other claim or interests held thereon by any person whatsoever. Lessee shall not remove any buildings or structures upon the Leased Property.
4. **Mutual Release.** Except for the obligations set forth herein, the Parties agree to mutually release and forever discharge each other, of and from any and all past, present or future claims, debts, demands, damages, losses, liabilities, any manner of action and actions, cause and causes of action of any kind whatsoever both at law and in equity, which the Parties now have, or may hereafter have arising out of or relating to the Lease Agreement.
5. **Applicable Law.** This Termination Agreement and the provisions contained herein shall be construed, controlled and enforced in accordance with the laws of the State of Florida.
6. **Counterparts.** This Termination Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.
7. **Implementation and Other Documents.** To the extent that the County Attorney and City Attorney determine that additional documents are required to be prepared and executed, including but not limited to, documents terminating subleases for portions of the Leased Property, the County Manager and City Manager are authorized to prepare or have prepared said documents. The County Manager shall be authorized to execute the same on behalf of the County. Any and all additional required documents shall be approved and executed by the City. Further, the parties agree to cooperate and execute such other instruments and documents as may be required to effectuate this Agreement.
8. **Recordation.** An executed original of this Termination Agreement shall be recorded, at the parties' joint expense, in the Public Records of Brevard County, Florida, within thirty (30) days of the Effective Date, as defined herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Termination Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

LESSOR:

THE CITY OF COCOA, a municipal corporation existing under the laws of the State of Florida

[Signature]
Print Name: Monica Arsenault
Colleen O'Donnell
Print Name: Colleen O'Donnell

By:

[Signature]

Attest:

[Signature]



Signed, sealed and delivered in the presence hereof:

LESSEE:

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida

Print Name: _____

By:

[Signature]

CHAIRMAN

(As approved by the Board on 7/25/17 .)

Print Name: _____

Attest:

[Signature]
SCOTT ELLIS, CLERK

Reviewed for legal form and content:

[Signature]
Matthew Soss, Assistant County Attorney

EXHIBIT "A"

11665 PAGE 246

LEASE AGREEMENT

THIS LEASE, made and entered into this 30th day of September, 1975, by and between the CITY OF COCOA, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "LESSOR", and the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida for the use and benefit of Brevard County Recreation, District Number 4, hereinafter referred to as the "LESSEE",

W I T N E S S E T H

That in consideration of the covenants herein contained on the part of the LESSEE to be kept and performed, the LESSOR does hereby lease to the LESSEE those parcels of land described as follows:

From a point of reference being the Southeast corner of the North Half (N 1/2) of Section 19, Township 24 South, Range 36 East, City of Cocoa, Brevard County, Florida; thence run N 00° 04' 18" W along the East line of said Section 19 a distance of 1116.03 feet to a point; thence run S 89° 33' 22" W a distance of 10.00 feet to a point on the West right-of-way of Clearlake Road; said point also being the Point of Beginning of this description; thence continue S 89° 33' 22" W parallel with the South line of the North Half (N 1/2) of said Section 19, a distance of 2611.14 feet to a point, said point also being on the East line of Block 9, College Green Estates Unit 3, as recorded in Plat Book 20, Page 48, of the Public Records of Brevard County, Florida; thence N 28° 20' 37" E along the East line of said Block 9 a distance of 711.50 feet to the Northeast Corner of Lot 1, Block 9, College Green Estates Unit 3, said point also being on the South right-of-way of Michigan Avenue; thence N 63° 13' 03" E along the south right-of-way of Michigan Avenue a distance of 470.45 feet to a point, said point also being the northwest corner of Lot 14, Block 7, College Green Estates Unit 3; thence S 45° 17' 27" E along the west line of said Lot 14 a distance of 116.00 feet to the southwest corner thereof; thence Northeasterly along the South line of Block 7 of said College Green Estates Unit 3 a distance of 1055.71 feet to the Southeast corner of Lot 1, of said Block 7; thence Northeasterly along the East

EXHIBIT "A"

201565 247

line of said Lot 1 a distance of 110.99 feet to the Northeast corner of said Lot 1 and said point also being on the South right-of-way of Michigan Avenue; thence Southeasterly along the South right-of-way of Michigan Avenue a distance of 1235.00 feet; thence S 00°04'18" E parallel with the East line of the North Half (N 1/2) of Section 19 a distance of 210.00 feet; thence N 89°33'22" E parallel with the South line of the North Half (N 1/2) of Section 19 a distance of 210.00 feet to the West right-of-way of Clearlake Road; thence Southerly along the West right-of-way of Clearlake Road a distance of 777.92 feet to the Point of Beginning.

TO HAVE AND TO HOLD said parcel of land unto the LESSEE for a term of thirty (30) years from the date of execution of this Lease Agreement, the LESSEE yielding and paying as rent therefore, the sum of One Dollar (\$1.00) per year, payable in advance on the First day of October, of each and every year during said term.

IT IS MUTUALLY COVENANTED AND AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That said land will be used for, and LESSEE shall have the privilege of constructing and maintaining such structures and/or facilities as pertain to the operation of public recreation facilities.
2. That said LESSEE will not assign this lease, or sublet any portion of said land or any improvements thereon, without prior written consent of the LESSOR.
3. That the LESSEE shall keep and maintain said premises and every part thereof in a clean, safe, secure and wholesome condition.
4. LESSEE will indemnify and hold harmless LESSOR from any and all damages, claims, judgments (including reasonable attorney's fees) arising out of injuries to person or property caused by LESSEE'S operations or use of the leased premises.
5. LESSOR, or its agents, shall not be liable for any damages to property of LESSEE, or of others, upon the leased premises or for any injury or damage to persons or property while upon the leased premises.

EXHIBIT "A"

11-15-75-218

6. It is understood and agreed that this lease is made upon the express condition that if the LESSEE shall fail or neglect to perform or observe any or either of the covenants herein contained, it shall be lawful for the LESSOR, at any time thereafter, upon thirty (30) days written notice to enter upon the said premises and repossess the same as of their former estate and to expel the LESSEE and those claiming under it and to remove the effects of the LESSEE without prejudice to any remedies which might otherwise be used for breach of covenants with all costs and reasonable attorney's fees to be paid by LESSEE.

7. It is specifically understood and agreed that any building or structure placed upon said premises which is permanently attached to said premises, shall become the property of the LESSOR upon termination of this lease, whether by its terms or by breach and the LESSEE shall not remove said buildings or structures, but will execute any necessary papers to LESSOR for same.

8. This Lease Agreement, supersedes and replaces the Lease Agreement hereto made as of August 21, 1967, by and between the parties hereto, which agreement, for and in consideration of the payments already made pursuant to the terms of such agreement and for and in consideration of the further covenants and agreements herein set forth, is hereby cancelled, rescinded and terminated by mutual consent.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers on this the 11 day of September, 1975.

Signed, Sealed and Delivered in presence of



CITY OF COCONA
By: 
Attest: 
BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA
By: 
Attest: 



EXHIBIT "A"

RR 1565-219

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Walter and Curtis E. Barnes, to be known and known to be the persons described in and who executed the foregoing Lease Agreement as Chairman and Vice-Chairman, respectively, of the Board of County Commissioners of Brevard County, Florida, and severally acknowledged the execution thereof to be their free and voluntary act and deed for the uses and purposes therein mentioned, and that said Board of County Commissioners is the act and deed of said Board.

WITNESS my hand and official seal in the State and County last aforesaid, this 32nd day of September, 1975.



William H. Arnold
Notary Public
State of Florida at Large
My Commission Expires

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
My Commission Expires MAY 10th, 1978

FILED AND RECORDED
IN BREVARD COUNTY, FLA.
OCT 8 PM 4 05
1975

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared William H. Arnold and William H. Arnold, to be known and known to be the persons described in and who executed the foregoing Lease Agreement as Chairman and Vice-Chairman, respectively, of the City of Cocoa, a municipal corporation existing under the laws of the State of Florida, and severally acknowledged the execution thereof to be their free and voluntary act and deed for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said City and that said Lease Agreement is the act and deed of said City.

WITNESS my hand and official seal in the State and County last aforesaid, this 16th day of September, 1975.



William H. Arnold
Notary Public
State of Florida at Large
My Commission Expires Oct. 31, 1975

This Instrument Prepared By:
William H. Arnold
Assistant County Attorney
P. O. Box 157
Titusville, Florida 32780

EXHIBIT "A"

AMENDMENT TO LEASE AGREEMENT

Amendment to Lease Agreement dated September 30, 1975 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (County) and the CITY OF COCOA, a municipal corporation existing under the laws of the State of Florida (City).

WITNESSETH

WHEREAS, the City and County entered into a lease agreement as Lessor and Lessee respectively on September 30, 1975; and

WHEREAS, the County has subleased to property, with the City's permission, to the BREVARD MUSEUM, a non-profit corporation existing under laws of the State of Florida (Museum); and

WHEREAS, the Museum requires an additional term for this sublease; and

WHEREAS, the City desires to assist the County and the Museum in their endeavors and an expansion of the Museum facilities;

NOW, THEREFORE, the parties agree that:

1. The lease agreement recorded at O.R. Book 1565, page 247, and dated September 30, 1975, is amended to provide a term of 99 years from the date of the execution of this Amendment and to run concurrently with the sublease agreement between the County, the Museum and the City, also dated September 30, 1975.

2. All remaining provisions of the lease agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1st day of August, 1989.

EXHIBIT "A"

Signed, Sealed and Delivered
in the presence of:

[Signature]
Witness
[Signature]
Witness

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: [Signature]
Roger W. Dobson, Chairman

ATTEST:
[Signature]
R. C. Winstead, Jr., Clerk

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Carol A. Sams, to me known to be the person(s) described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 15th day of August, 1989.



[Signature]
Notary Public, State of
Florida at large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires May 10, 1992
Bonded thru Fidelity Union Insurance Co.

Signed, Sealed and Delivered
in the Presence of:

[Signature]
Witness
[Signature]
Witness

CITY OF COCOA, FLORIDA
By: [Signature]
Mayor

ATTEST:
[Signature]
City Clerk

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared [Signature] to me known to be the person(s) described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 21st day of June, 1989.



[Signature]
Notary Public, State of
Florida at large
My Commission Expires:

2 NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT. 11, 1992
BONDED THRU GENERAL INS. CO.

EXHIBIT "B"

From a point of reference being the Southeast corner of the North Half (N 1/2) of Section 19, Township 24 South, Range 36 East, City of Cocoa, Brevard County, Florida, run N 00°04'18"W. along the East line of said Section 19 a distance of 1166.03 feet to a point; thence run S 89°33'22" W. a distance 40.00 feet to a point on the West right-of-way of Clearlake Road, said point also being the Point of Beginning of this description; thence continue S 89°33'22" W parallel with the South line of the North Half (N 1/2) of said Section 19, a distance of 2611.14 feet to a point, said point also being on the East line of Block 9, College Green Estates Unit 3, as recorded in Plat Book 20, Page 48, of the Public Records of Brevard County, Florida; thence N 29°20'37" W along the East line of said Block 9 a distance of 711.50 feet to the Northeast Corner of Lot 1, Block 9, College Green Estates Unit 3, said point also being on the South right-of-way of Michigan Avenue; thence N 63°13'03" E along the south right-of-way of Michigan Avenue a distance of 470.45 feet to a point, said point also being the northwest corner of Lot 14, Block 7, College Green Estates Unit 3; thence S 45°17'27" E along the west line of said Lot 14 a distance of 116.00 feet to the southwest corner thereof; thence Northeasterly along the South line of Block 7 of said College Green Estates Unit 3 a distance of 1055.71 feet to the Southeast corner of Lot 1, of said Block 7; thence Northeasterly along the East line of said Lot 1 a distance of 110.99 feet to the Northeast corner of said Lot 1 and said point also being on the South right-of-way of Michigan Avenue; thence Southeasterly along the South right-of-way of Michigan Avenue a distance of 1235.00 feet; thence S 00°04'18" E. parallel with the East line of the North Half (N 1/2) of Section 19, a distance of 210.00 feet; thence N 89°33'22" E parallel with the South line of the North Half (N 1/2) of Section 19, a distance of 210.00 feet to the West right-of-way of Clearlake Road; thence Southerly along the West right-of-way of Clearlake Road a distance of 777.92 feet to the Point of Beginning.

After recording
return document to:
Carie Shealy
City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

-----[This space above reserved for recording information]-----

LEASE TERMINATION AGREEMENT AND MUTUAL RELEASE

THIS LEASE TERMINATION AND MUTUAL RELEASE ("Termination Agreement"), by and between the **CITY OF COCOA**, a municipal corporation existing under the laws of the State of Florida ("**Lessor**") and **THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida ("**Lessee**").

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated September 30, 1975, recorded in Official Records Book 1565, Page 246, Public Records of Brevard County, Florida, rerecorded in Official Records Book 1565, Page 259, Public Records of Brevard County, Florida, and as amended by that certain Amendment to Lease Agreement dated August 1, 1989, copies of which are attached hereto as Exhibit "A" (as amended, "**Lease Agreement**"), for the lease of certain real property more particularly described in Exhibit "**B**" attached hereto and incorporated by this reference ("**Leased Property**"); and

WHEREAS, on January 13, 1981, the City conveyed to the District Board of Trustees of Brevard Community College ("**BCC**") a portion of the Leased Property, more particularly described in the quitclaim deed recorded in Official Records Book 2295, Page 1696, Public Records of Brevard County ("**BCC Property**"); and

WHEREAS, in accordance with the conveyance to the BCC, Lessor holds and maintains fee simple title to the Leased Property, except for the BCC Property described above; and

WHEREAS, Lessor and Lessee desire to terminate the Lease Agreement pursuant to the terms provided herein.

NOW THEREFORE, for and in consideration of the provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee (collectively referred to as the "**Parties**") hereby agree as follows:

1. **Recitals.** That all of the foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Effective Date & Termination Date.** This Termination Agreement shall be valid and binding upon the date of execution by the last signing party ("**Effective Date**"); however, the Lease Agreement shall automatically terminate without further action by the Parties and be of no further force or effect on 11:59 P.M. EST November 1, 2017 ("**Termination Date**").

3. **Vacation of Premises.** Lessee shall fully vacate the Leased Property, except for the BCC Property previously conveyed to the BCC, on or before the Termination Date. In accordance with Section 7 of the Lease Agreement, it is specifically understood and agreed that any and all buildings or structures placed upon the Leased Property which are permanently attached to said property shall become the property of the Lessor as of the Termination Date. Lessee shall execute any and all papers necessary to effect transfer to said buildings or structures to Lessor free and clear of all liens, encumbrances, or other claim or interests held thereon by any person whatsoever. Lessee shall not remove any buildings or structures upon the Leased Property.

4. **Mutual Release.** Except for the obligations set forth herein, the Parties agree to mutually release and forever discharge each other, of and from any and all past, present or future claims, debts, demands, damages, losses, liabilities, any manner of action and actions, cause and causes of action of any kind whatsoever both at law and in equity, which the Parties now have, or may hereafter have arising out of or relating to the Lease Agreement.

5. **Applicable Law.** This Termination Agreement and the provisions contained herein shall be construed, controlled and enforced in accordance with the laws of the State of Florida.

6. **Counterparts.** This Termination Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

7. **Implementation and Other Documents.** To the extent that the County Attorney and City Attorney determine that additional documents are required to be prepared and executed, including but not limited to, documents terminating subleases for portions of the Leased Property, the County Manager and City Manager are authorized to prepare or have prepared said documents. The County Manager shall be authorized to execute the same on behalf of the County. Any and all additional required documents shall be approved and executed by the City. Further, the parties agree to cooperate and execute such other instruments and documents as may be required to effectuate this Agreement.

8. **Recordation.** An executed original of this Termination Agreement shall be recorded, at the parties' joint expense, in the Public Records of Brevard County, Florida, within thirty (30) days of the Effective Date, as defined herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Termination Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

LESSOR:

THE CITY OF COCOA, a municipal corporation existing under the laws of the State of Florida

Print Name: _____

By: _____

Attest: _____

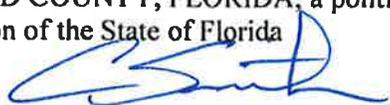
Print Name: _____

Signed, sealed and delivered in the presence hereof:

LESSEE:

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida

Print Name: _____

By: 
(As approved by the Board on _____.)

Attest: _____

Print Name: _____

ATTEST:

Reviewed for legal form and content:



Matthew Soss, Assistant County Attorney



SCOTT ELLIS, CLERK

EXHIBIT "A"

RR 1565 PAGE 246

LEASE AGREEMENT

THIS LEASE, made and entered into this 30th day of September, 1975, by and between the CITY OF COCOA, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "LESSOR", and the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida for the use and benefit of Brevard County Recreation, District Number 4, hereinafter referred to as the "LESSEE",

W I T N E S S E T H

That in consideration of the covenants herein contained on the part of the LESSEE to be kept and performed, the LESSOR does hereby lease to the LESSEE those parcels of land described as follows:

From a point of reference being the Southeast corner of the North Half (N 1/2) of Section 19, Township 24 South, Range 36 East, City of Cocoa, Brevard County, Florida, run N 00°04'18" W, along the East line of said Section 19 a distance of 1146.03 feet to a point, thence run S 89°33'22" W, a distance of 40.00 feet to a point on the West right-of-way of Clearlake Road, said point also being the Point of Beginning of this description; thence continue S 89°33'22" W parallel with the South line of the North Half (N 1/2) of said Section 19, a distance of 2611.14 feet to a point, said point also being on the East line of Block 9, College Green Estates Unit 3, as recorded in Plat Book 20, Page 48, of the Public Records of Brevard County, Florida; thence N 29°20'37" W along the East line of said Block 9 a distance of 711.50 feet to the Northeast Corner of Lot 1, Block 9, College Green Estates Unit 3, said point also being on the South right-of-way of Michigan Avenue; thence N 63°13'03" E along the south right-of-way of Michigan Avenue a distance of 470.45 feet to a point, said point also being the northwest corner of Lot 14, Block 7, College Green Estates Unit 3; thence S 45°17'27" E along the west line of said Lot 14 a distance of 116.00 feet to the southwest corner thereof; thence Northeasterly along the South line of Block 7 of said College Green Estates Unit 3 a distance of 1055.71 feet to the Southeast corner of Lot 1, of said Block 7; thence Northeasterly along the East

EXHIBIT "A"

EN 1565 PAGE 247

line of said Lot 1 a distance of 110.99 feet to the Northeast corner of said Lot 1 and said point also being on the South right-of-way of Michigan Avenue; thence Southeasterly along the South right-of-way of Michigan Avenue a distance of 1235.00 feet; thence S 00°04'18" E parallel with the East line of the North Half (N 1/2) of Section 19, a distance of 210.00 feet; thence N 89°33'22" E parallel with the South line of the North Half (N 1/2) of Section 19 a distance of 210.00 feet to the West right-of-way of Clearlake Road; thence Southerly along the West right-of-way of Clearlake Road a distance of 777.92 feet to the Point of Beginning.

TO HAVE AND TO HOLD said parcel of land unto the LESSEE for a term of thirty (30) years from the date of execution of this Lease Agreement, the LESSEE yielding and paying as rent therefore, the sum of One Dollar (\$1.00) per year, payable in advance on the First day of October, of each and every year during said term.

IT IS MUTUALLY COVENANTED AND AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That said land will be used for, and LESSEE shall have the privilege of constructing and maintaining such structures and/or facilities as pertain to the operation of public recreation facilities.
2. That said LESSEE will not assign this lease, or sublet any portion of said land or any improvements thereon, without prior written consent of the LESSOR.
3. That the LESSEE shall keep and maintain said premises and every part thereof in a clean, safe, secure and wholesome condition.
4. LESSEE will indemnify and hold harmless LESSOR from any and all damages, claims, judgments (including reasonable attorney's fees) arising out of injuries to person or property caused by LESSEE'S operations or use of the leased premises.
5. LESSOR, or its agents, shall not be liable for any damages to property of LESSEE, or of others, upon the leased premises or for any injury or damage to persons or property while upon the leased premises.

EXHIBIT "A"

153-218

6. It is understood and agreed that this lease is made upon the express condition that if the LESSEE shall fail or neglect to perform or observe any or either of the covenants herein contained, it shall be lawful for the LESSOR, at any time thereafter, upon thirty (30) days written notice to enter upon the demised premises and to possess the same as of their former estate and to expel the LESSEE and those claiming under it, and to remove the effects of the LESSEE without prejudice to any remedies which might otherwise be used for breach of covenants with all costs and reasonable attorney's fees to be paid by LESSEE.

7. It is specifically understood and agreed that any building or structure placed upon said premises which is permanently attached to said premises, shall become the property of the LESSOR upon termination of this lease, whether by its terms or by breach and the LESSEE shall not remove said buildings or structures, but will execute any necessary papers to LESSOR for same.

8. This Lease Agreement supersedes and replaces the Lease Agreement hereto made as of August 11, 1974, by and between the parties hereto, which agreement, for and in consideration of the payments already made pursuant to the terms of such agreement and for and in consideration of the further covenants and agreements herein set forth, is hereby cancelled, rescinded and terminated by mutual consent.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers on this, the 16 day of September, 1975.

Signed, Executed and Delivered by the President of

[Handwritten signature]
[Handwritten signature]

CITY OF COCOA

By: *[Handwritten signature]*
Attest: *[Handwritten signature]*

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

By: *[Handwritten signature]*
Attest: *[Handwritten signature]*



EXHIBIT "A"

#1585-219

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jan Vanner and Curtis A. Barnes, to me known and known to be the persons described in and who executed the foregoing Lease Agreement as Chairman and Clerk respectively of the Board of County Commissioners of Brevard County, Florida, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that said Lease Agreement is the act and deed of said Board.

WITNESS my hand and official seal in the State and County last aforesaid, this 30th day of September, 1975.



[Signature]
Notary Public
State of Florida at Large
My Commission Expires

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

FILED AND RECORDED
BREVARD COUNTY FLA.
1975 OCT 8 PM 4 05
1985

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared William H. Arnold and Marion, to me known and known to be the persons described in and who executed the foregoing Lease Agreement as Chairman and Clerk respectively of the City of Cocoa, a municipal corporation existing under the laws of the State of Florida, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said City and that said Lease Agreement is the act and deed of said City.

WITNESS my hand and official seal in the State and County last aforesaid, this 16th day of September, 1975.



[Signature]
Notary Public
State of Florida at Large
My Commission Expires Oct. 31, 1975

This Instrument Prepared By:
William H. Arnold
Assistant County Attorney
P. O. Box 157
Titusville, Florida 32780

EXHIBIT "A"

AMENDMENT TO LEASE AGREEMENT

Amendment to Lease Agreement dated September 30, 1975 between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (County) and the CITY OF COCOA, a municipal corporation existing under the laws of the State of Florida (City).

WITNESSETH

WHEREAS, the City and County entered into a lease agreement as Lessor and Lessee respectively on September 30, 1975; and

WHEREAS, the County has subleased to property, with the City's permission, to the BREVARD MUSEUM, a non-profit corporation existing under laws of the State of Florida (Museum); and

WHEREAS, the Museum requires an additional term for this sublease; and

WHEREAS, the City desires to assist the County and the Museum in their endeavors and an expansion of the Museum facilities;

NOW, THEREFORE, the parties agree that:

1. The lease agreement recorded at O.R. Book 1565, page 247, and dated September 30, 1975, is amended to provide a term of 99 years from the date of the execution of this Amendment and to run concurrently with the sublease agreement between the County, the Museum and the City, also dated September 30, 1975.

2. All remaining provisions of the lease agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1st day of August, 1989.

EXHIBIT "A"

Signed, Sealed and Delivered
in the presence of:

[Signature]
Witness
[Signature]
Witness

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

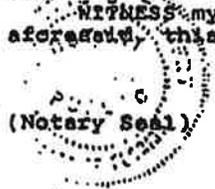
By: [Signature]
Roger W. Dobsch, Chairman

ATTEST:
[Signature]
R. C. Winstead, Jr., Clerk

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Carol A. Sennet, to me known to be the person(s) described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 15th day of August, 1989.



[Signature]
Notary Public, State of
Florida at large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires May 10, 1992
Bonded thru Tally Pals - Insurance Inc.

Signed, Sealed and Delivered
in the Presence of:

[Signature]
Witness
[Signature]
Witness

CITY OF COCOA, FLORIDA

By: [Signature]
Mayor

ATTEST:
[Signature]
City Clerk

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Linda C. Henderson to me known to be the person(s) described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 21st day of June, 1989.



[Signature]
Notary Public, State of
Florida at large
My Commission Expires:

2 NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT. 11, 1992
BONDED THRU GENERAL INS. CO.

EXHIBIT "B"

From a point of reference being the Southeast corner of the North Half (N 1/2) of Section 19, Township 24 South, Range 36 East, City of Cocoa, Brevard County, Florida, run N 00°04'18"W. along the East line of said Section 19 a distance of 1146.03 feet to a point; thence run S 89°33'22" W. a distance 40.00 feet to a point on the West right-of-way of Clearlake Road, said point also being the Point of Beginning of this description; thence continue S 89°33'22" W parallel with the South line of the North Half (N 1/2) of said Section 19, a distance of 2611.14 feet to a point, said point also being on the East line of Block 9, College Green Estates Unit 3, as recorded in Plat Book 20, Page 48, of the Public Records of Brevard County, Florida; thence N 29°20'37" W along the East line of said Block 9 a distance of 711.50 feet to the Northeast Corner of Lot 1, Block 9, College Green Estates Unit 3, said point also being on the South right-of-way of Michigan Avenue; thence N 63°13'03" E along the south right-of-way of Michigan Avenue a distance of 470.45 feet to a point, said point also being the northwest corner of Lot 14, Block 7, College Green Estates Unit 3; thence S 45°17'27" E along the west line of said Lot 14 a distance of 116.00 feet to the southwest corner thereof; thence Northeasterly along the South line of Block 7 of said College Green Estates Unit 3 a distance of 1055.71 feet to the Southeast corner of Lot 1, of said Block 7; thence Northeasterly along the East line of said Lot 1 a distance of 110.99 feet to the Northeast corner of said Lot 1 and said point also being on the South right-of-way of Michigan Avenue; thence Southeasterly along the South right-of-way of Michigan Avenue a distance of 1235.00 feet; thence S 00°04'18" E. parallel with the East line of the North Half (N 1/2) of Section 19, a distance of 210.00 feet; thence N 89°33'22" E parallel with the South line of the North Half (N 1/2) of Section 19, a distance of 210.00 feet to the West right-of-way of Clearlake Road; thence Southerly along the West right-of-way of Clearlake Road a distance of 777.92 feet to the Point of Beginning.