

F. Consent Agenda - Parks and Recreation Department  
ITEM 8.



AGENDA REPORT  
September 18, 2018

**Approval, Re: Renewal of Sovereignty Submerged Lands Fee Waived Lease with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, re: Christenson's Landing (D3)**

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**SUBJECT:**

Renewal of Sovereignty Submerged Lands Fee Waived Lease with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, re: Christenson's Landing - District 3

**FISCAL IMPACT:**

Approval of this action will result in an annual lease fee of \$300, with expenditures in the amount \$500 to fulfill the educational component of the lease, for a total of \$800 annually. Funds are available in South Area Parks Operations Fund 1019, Cost Center 250400.

**DEPT/OFFICE:**

Parks and Recreation

**REQUESTED ACTION:**

It is requested the Board approve a Renewal of the Sovereignty Submerged Lands Fee Waived Lease with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for Christenson's Landing and authorize the Chair to execute this renewal and subsequent modifications, amendments and renewals to the lease upon County Attorney and Risk Management approval.

**SUMMARY EXPLANATION and BACKGROUND:**

The St. Johns River Water Management District Environmental Resource Permit No. 4-009-110371-1 was issued September 9, 2008, authorizing the construction of a four-lane concrete boat ramp, 2 staging docks, and dredging for launching of recreation vessels at Christenson's Landing. These improvements required a land lease from the State of Florida allowing use of this land within the waterway.

This lease requires the county to provide recycling bins for monofilament line, maintain the shoreline in a natural condition, provide manatee educational signs and brochures, speed zone booklets, and an educational display regarding aquatic resources.

Board approval of the Renewal of this required Sovereignty Submerged Lands Lease with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, will extend the lease for Christenson's Landing for an additional five year term, until

September 9, 2023.

**ATTACHMENTS:**

**Description**

- ▢ **Christensens Submerged Lands Lease Renewal 2018 Renewal**
- ▢ **Christensens Submerged Lands Lease Renewal 2018 RM Approval**
- ▢ **Christensens Submerged Lands Lease Renewal 2018 CAO Approval**

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# INITIAL CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

<b>1. Contractor:</b> Board of Trustees of the Internal Improvement Trust Fund of the State of Florida	
<b>2. Fund/Account #:</b> 1019/250400	<b>3. Department Name:</b> Parks & Recreation
<b>4. Contract Description:</b> Submerged Lands Lease	
<b>5. Contract Monitor:</b> Melissa Renninger	<b>7. Contract Type:</b>
<b>6. Dept/Office Director:</b> Mary Ellen Donner	LEASE/RENTALS

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Melissa Renninger</i> <small>Digitally signed by Renninger, Melissa Date: 2018.08.20 11:55:28 -04 00'</small>	08/20/2018
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Matt Lairsey <small>Digitally signed by Lairsey, Matt Date: 2018.08.27 11:55:28 -04 00'</small>	08/27/2018
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<b>CM DATABASE REQUIRED FIELDS</b>	<b>Complete ✓</b>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## INITIAL CONTRACT REVIEW AND APPROVAL FORM

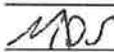
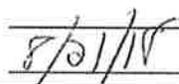
### SECTION I - GENERAL INFORMATION

1. Contractor: Board of Trustees of the Internal Improvement Trust Fund of the State of Florida	
2. Fund/Account #: 1019/250400	3. Department Name: Parks & Recreation
4. Contract Description: Submerged Lands Lease	
5. Contract Monitor: Melissa Renninger	7. Contract Type:  LEASE/RENTALS
6. Dept/Office Director: Mary Ellen Donner	

### SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

### SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 <small>Digitally signed by Renninger, Melissa DN: cn=Melissa Renninger, o=Brevard County, ou=County Administration, email=melissa@brevard.net</small>	08/20/2018
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

### SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
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Storage Location (SAP)	<input type="checkbox"/>
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Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



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

September 19, 2018

**M E M O R A N D U M**

**TO:** Mary Ellen Donner, Parks and Recreation Director

**RE:** Item F.8., Renewal of Sovereignty Submerged Lands Fee Waived Lease with Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for Christenson's Landing

The Board of County Commissioners, in regular session on September 18, 2018, approved Sovereignty Submerged Lands Fee Waived Lease Renewal with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for Christenson's Landing; and authorized the Chair to execute this renewal and subsequent modifications, amendments, and renewals to the lease upon County Attorney and Risk Management approval. Enclosed is the executed Renewal.

**Upon execution by the State, please return a fully-executed copy of the 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 Rowe*

Tammy Rowe, Deputy Clerk

Encl. (1)

cc: Contracts Administration  
Finance  
Budget

This Instrument Prepared By:  
Celeda Wallace  
Action No. 38538  
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. 050233393

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 28, Township 29 South, Range 38 East, in Indian River, Brevard County, Florida, containing 23,451 square feet, more or less, as is more particularly described and shown on Attachment A, dated September 22, 2008.

HAVE THE USE OF the hereinabove described premises from September 9, 2018, the effective date of this lease renewal, through September 9, 2023, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a four lane concrete boat ramp and 2 staging docks and the dredging thereof to be used exclusively for launching of recreational vessels in conjunction with an upland parking lot for a public boat ramp facility, 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, and the St. Johns River Water Management District Environmental Resource Permit No. 4-009-110371-1, dated September 9, 2008, incorporated herein and made a part of this lease by reference. 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 permit(s) referenced in paragraph 1 of this lease. 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. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or 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.

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  
2000 South Washington Avenue  
2<sup>nd</sup> Floor  
Titusville, Florida 32780

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.

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. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. 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.

25. 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.

26. 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.

27. SPECIAL LEASE CONDITIONS:

A. The Lessee shall provide recycling bins for the separation and recycling of monofilament line.

B. The Lessee shall maintain the existing shoreline in a natural condition free and clear of manmade trash, debris, flotsam and jetsam for the term of this lease and all subsequent renewal terms. Lessee shall not remove or cause to be removed natural seagrass litter, mangrove leaf litter or detritus.

C. The Lessee shall develop and implement a Florida Fish and Wildlife Conservation Commission (FWC) approved marina educational program (which includes, at a minimum, permanent manatee educational signs, speed zone booklets, and manatee educational brochures) at the wet slip facility no later than 30 days prior to completion of construction of the docking facility. The Lessee must maintain this educational program during the term of this lease and all subsequent renewal terms. The Lessee will be responsible for the cost of the educational materials. The Lessee shall develop this educational program with the assistance of FWC. FWC shall approve this educational plan prior to its implementation. Marina educational program guidelines can be found at <http://myfwc.com/manatee/signs/Educationplan.pdf>, or can be obtained from FWC. Contact the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section at 620 South Meridian Street, 6A, Tallahassee, Florida 32399-1600 (Telephone 850-922-4330).

D. The Lessee shall install an educational display informing the general public on the importance of aquatic resources and the potential threat that the public imposes on these resources. The educational display will consist of a one panel display on the following: manatees. The educational display shall be approved by the State of Florida Department of Environmental Protection, Office of Submerged Lands and Environmental Resources, 2600 Blair Stone Road, MS 2500, Tallahassee, FL 32399-2400, (850-245-8474). The Lessee shall maintain the display during the term of this (lease/easement) and all subsequent renewal terms and shall be required to replace the display in the event it becomes faded, damaged or outdated. The Lessee shall ensure that the view of the display is not obstructed by vegetation or structures.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

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

\_\_\_\_\_  
Original Signature

(SEAL)

\_\_\_\_\_  
Print/Type Name of Witness

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

\_\_\_\_\_  
Original Signature

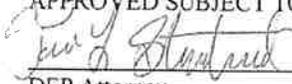
\_\_\_\_\_  
Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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:



7/14/2018

DEP Attorney

Date

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, Typed or Stamped Name

My Commission Expires:

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

WITNESSES:

Kimberly J Powell  
Original Signature

Kimberly J Powell  
Typed/Printed Name of Witness

Donna Scott  
Original Signature

Donna Scott  
Typed/Printed Name of Witness

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 18 day of September, 2018, by Rita Pritchett as Chair, for and on behalf of Board of County Commissioners of Brevard County, Florida. She is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

JUNE 10, 2020

Commission/Serial No. FF 997773

Brevard County, Florida (SEAL)

By its Board of County Commissioners

BY: Rita Pritchett  
Original Signature of Executing Authority

Rita Pritchett  
Typed/Printed Name of Executing Authority

Chair  
Title of Executing Authority

ATTEST: SCOTT ELLIS "LESSEE"  
CLERK

Deborah W. Thomas  
Signature of Notary Public

Notary Public, State of FLORIDA

DEBORAH W. THOMAS

Printed, Typed or Stamped Name

# GRANT BOAT RAMP

SURVEY OF A PARCEL OF LAND IN TOWNSHIP 29 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA.

SURVEY FOR BOUNDARY AND DESCRIPTION.

SURVEY IS CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

BEARING REFERENCE: ASSUMED BEARING OF N22°52'00"W ON THE EAST RIGHT-OF-WAY LINE OF US HIGHWAY # 1 (STATE ROAD NO. 5)

THIS IS A FIELD SURVEY AND WAS PERFORMED BETWEEN THE DATES OF 8/29/07 AND 8/09/08.

THIS SURVEY IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE REVEALED BY A COMPLETE AND ACCURATE TITLE SEARCH.

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.

THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS REQUIRED BY LAW. FLORIDA STATUTES CHAPTER 472; CHAPTER 61G17, F.A.C.

THE LOCATION OF THE MEAN HIGH WATER LINE AS NOTED AND SHOWN ON THIS SURVEY WAS TAKEN FROM A BOUNDARY, TOPOGRAPHIC AND HYDROGRAPHIC SURVEY PREPARED BY BREVARD COUNTY SURVEYING & MAPPING DEPARTMENT, DRAWING NAME: 04-08-087.DWG, PROJECT NUMBER 04-08-087, DATED OCTOBER 21, 2004 AND LAST REVISED 05/14/06, PROVIDED TO AND FIELD VERIFIED BY B.S.E. CONSULTANTS, INC. AS PER SAID SURVEY, THE MEAN HIGH WATER LINE ELEVATION IS 0.53 FT, NGVD29, AND WAS BASED UPON INFORMATION TAKEN FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION LAND BOUNDARY INFORMATION SYSTEM (LABINS) INTERNET WEBSITE, AND IS REFERENCED TO MEAN HIGH WATER DATA POINT 2767.

FIELD VERIFICATION OF BOUNDARY MONUMENTATION AND HYDROGRAPHIC INFORMATION CONTAINED IN AND SHOWN ON THE ABOVE REFERENCED SURVEY WAS PERFORMED BY B.S.E. CONSULTANTS, INC. BETWEEN THE DATES OF 8/29/07 THRU 9/21/07. MONUMENTATION WAS FOUND THAT IS CONSISTENT WITH THAT AS SHOWN ON SAID SURVEY PREPARED BY BREVARD COUNTY SURVEYING & MAPPING DEPARTMENT.

LOCATION(S) OF PROPOSED IMPROVEMENTS WAS/WERE TAKEN FROM INFORMATION PROVIDED BY COASTAL TECHNOLOGY CORPORATION AND IS/ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY. SAID PROPOSED IMPROVEMENT(S) WAS/WERE NOT EXISTING ON SITE, NOR WAS ANY CONSTRUCTION OF SAID IMPROVEMENT(S) NOTICED DURING THE PERFORMANCE OF THIS SURVEY.

**DESCRIPTION:**  
PROPOSED SUBMERGED LAND LEASE:

A PARCEL OF LAND LYING EASTERLY OF THE WESTERLY MEAN HIGH WATER LINE OF THE INDIAN RIVER ADJACENT TO THE EASTERLY LIMITS OF SECTION 28 IN TOWNSHIP 29 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF LOT 7, BLOCK A, SECTION 1, MAP OF RESURVEY OF JORGENSEN'S PLAT OF GRANT, ACCORDING TO THE RECORDED PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 64, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA WITH THE EASTERLY RIGHT-OF-WAY LINE OF US HIGHWAY # 1, (STATE ROAD NO. 5) ACCORDING TO THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 70010-2276, DATED 4/13/56, AND LAST REVISED 6/4/99, (SAID POINT ALSO BEING THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5471, PAGE 3081, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) AND RUN S22°52'00"E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 699.86 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LOT 11, OF SAID BLOCK A; THENCE N39°28'20"E A DISTANCE OF 385.31 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N22°17'19"W A DISTANCE OF 133.33 FEET; THENCE N68°00'00"E A DISTANCE OF 1.24 FEET; THENCE N22°00'00"W A DISTANCE OF 110.60 FEET; THENCE S68°05'29"W A DISTANCE OF 88.19 FEET TO THE APPROXIMATE MEAN HIGH WATER LINE OF THE INDIAN RIVER, (AS FIELD LOCATED OCTOBER 21, 2004); THENCE ALONG SAID MEAN HIGH WATER LINE, THE FOLLOWING 4 COURSES AND DISTANCES: 1) S19°15'04"E, 100.38 FEET, 2) S08°00'41"W, 10.42 FEET, 3) S45°03'45"W, 2.97 FEET AND 4) S22°17'16"E, 135.07 FEET; THENCE N67°10'16"E A DISTANCE OF 99.71 FEET TO THE POINT OF BEGINNING. CONTAINING 23451.43 SQUARE FEET OR 0.53 ACRES, MORE OR LESS.

REVISED 9/22/08:  
REVISED NOTES, ADDED DIMENSIONS TO PROPOSED IMPROVEMENTS

**LESUE E. HOWARD**  
PROFESSIONAL SURVEYOR  
AND MAPPER  
FLORIDA LICENSE NO. 5611



**LEGEND**

•	MINUTES/FEET	Received	NGVD29	NATIONAL GEODETIC VERTICAL DATUM 1929
•	SECONDS/INCHES	SEP 25 2008	POB	POINT OF BEGINNING
•	DEGREES	1103/11	POC	POINT OF COMMENCEMENT
CONC.	CONCRETE	Palm Bay SC	R/W	RIGHT-OF-WAY
E	EAST		S	SOUTH
FD	FOUND		TWP	TOWNSHIP
ID#	IDENTIFICATION NUMBER		W	WEST
N	NORTH			

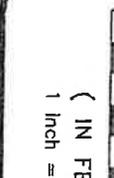
**B.S.E. CONSULTANTS, INC.**

CONSULTING - ENGINEERING - LAND SURVEYING  
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901  
PHONE: (321) 725-3674 FAX: (321) 723-1150  
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 08/11/08  
DRAWN: REC  
FIELDBOOK/PG: GRANT 1 / #14  
DRAWING# 10987\_100\_018  
SHEET 1 OF 6  
PROJECT# 10987

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GRAPHIC SCALE  
 ( IN FEET )  
 1 inch = 100 ft.

LESLIE E. HOWARD  
 PROFESSIONAL SURVEYOR  
 AND MAPPER  
 FLORIDA LICENSE NO. 5611



**B.S.E. CONSULTANTS, INC.**  
 CONSULTING - ENGINEERING - LAND SURVEYING  
 312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901  
 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION 180004905

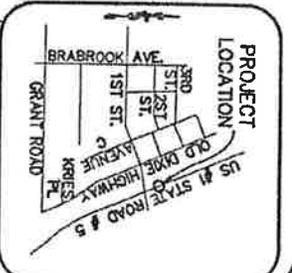
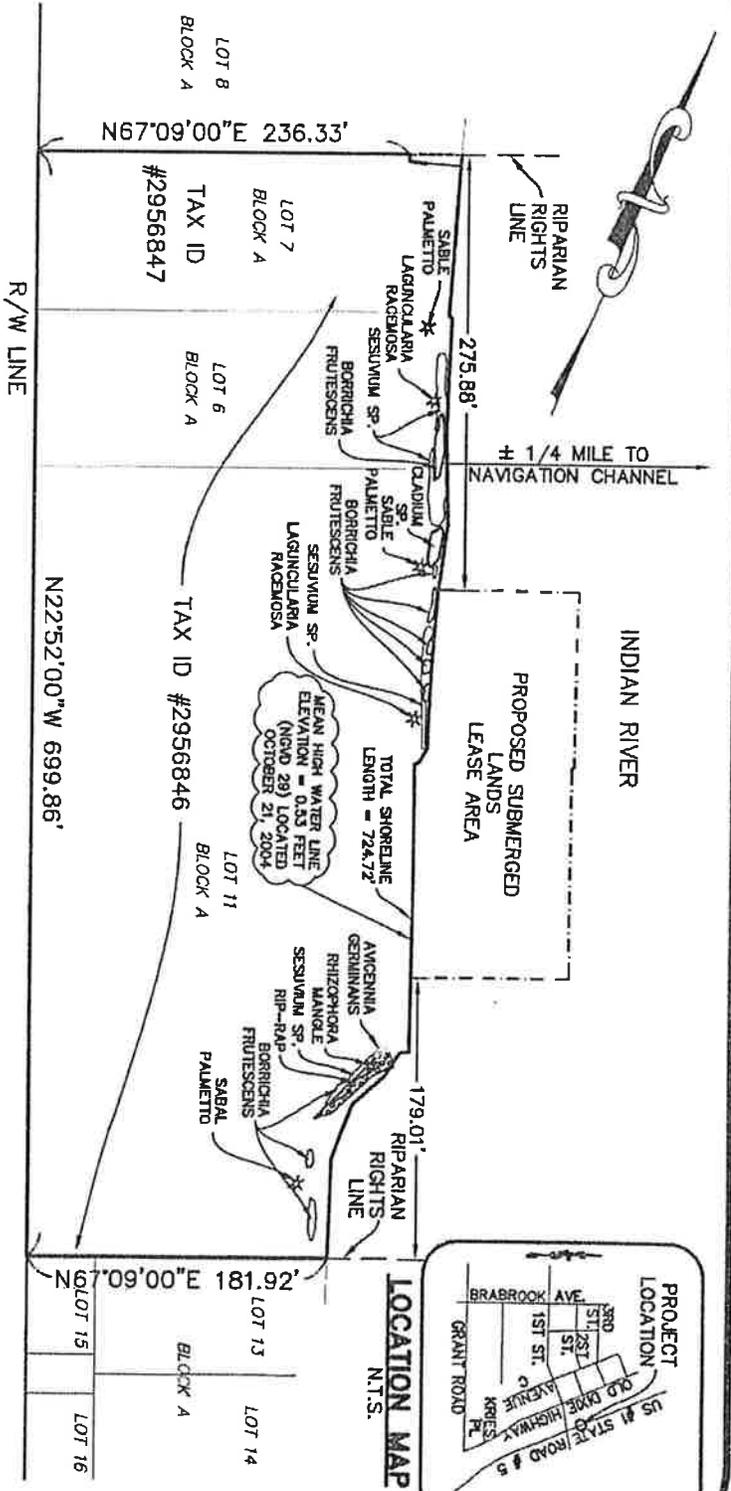
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 SHEET 2 OF 6  
 PROJECT#: 10987

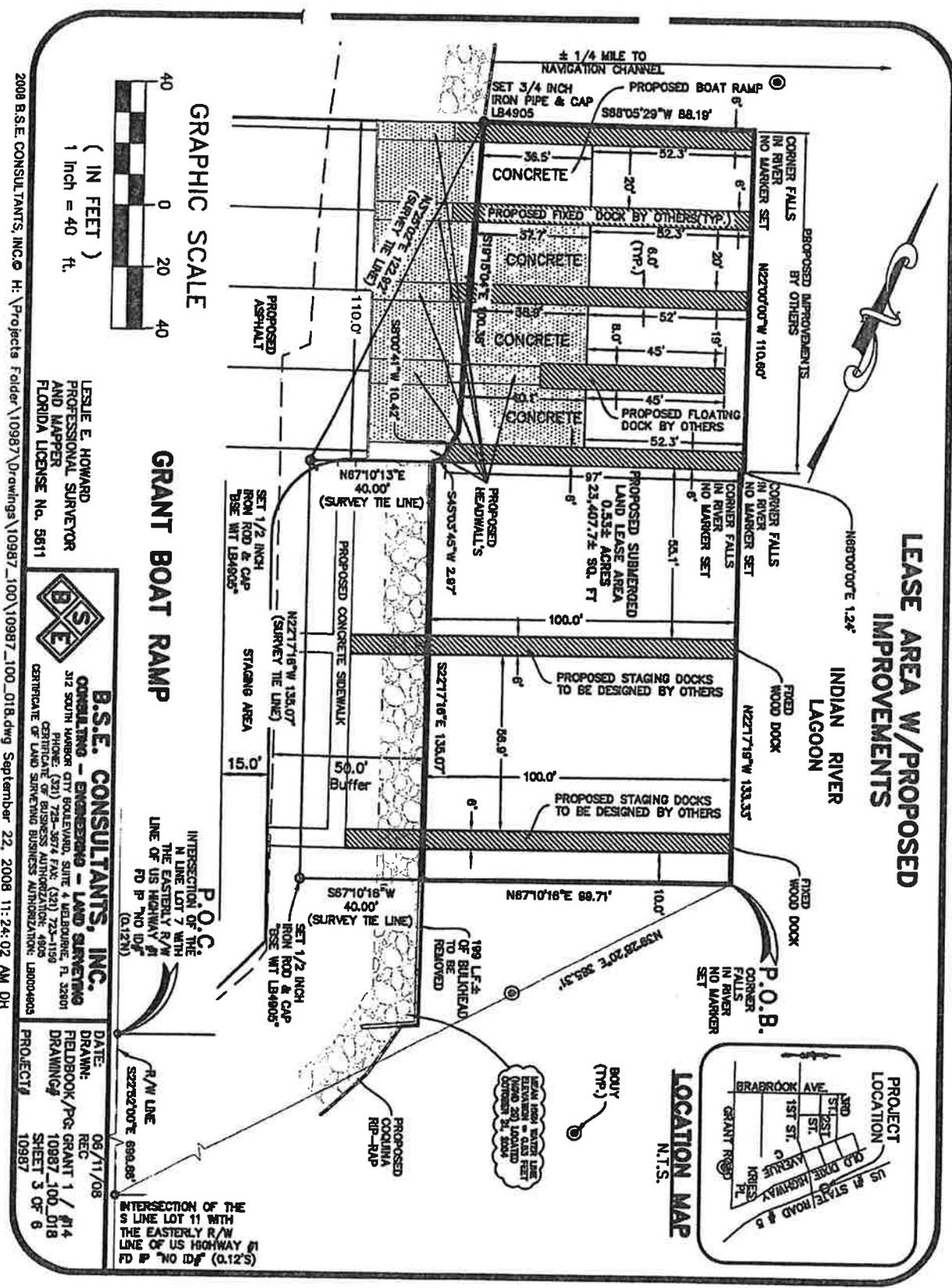
**GRANT BOAT RAMP**

R/W LINE

U.S. HIGHWAY #1 STATE ROAD #5 (143'R/W)

NOTE: VEGETATION AND SPECIES HAVE BEEN REFERENCED FROM DRAWING# SAV SURVEY PROVIDED BY JIMMY SELLERS, OF COASTAL TECHNOLOGY CORPORATION





**LEASE AREA W/PROPOSED IMPROVEMENTS**

INDIAN RIVER LAGOON

**GRAPHIC SCALE**



( IN FEET )  
1 Inch = 40 ft.

**GRANT BOAT RAMP**

LESLIE E. HOWARD  
PROFESSIONAL SURVEYOR  
AND MAPPER  
FLORIDA LICENSE NO. 5611



**B.S.E. CONSULTANTS, INC.**  
CONSULTING - ENGINEERING - LAND SURVEYING  
312 SOUTH HARBOR CITY SQUARE, SUITE 1, WESTBORO, MA 01581  
PHONE: (321) 725-3974 FAX: (321) 725-4409  
CERTIFICATE OF BUSINESS AUTHORIZATION: 27-4009  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004903

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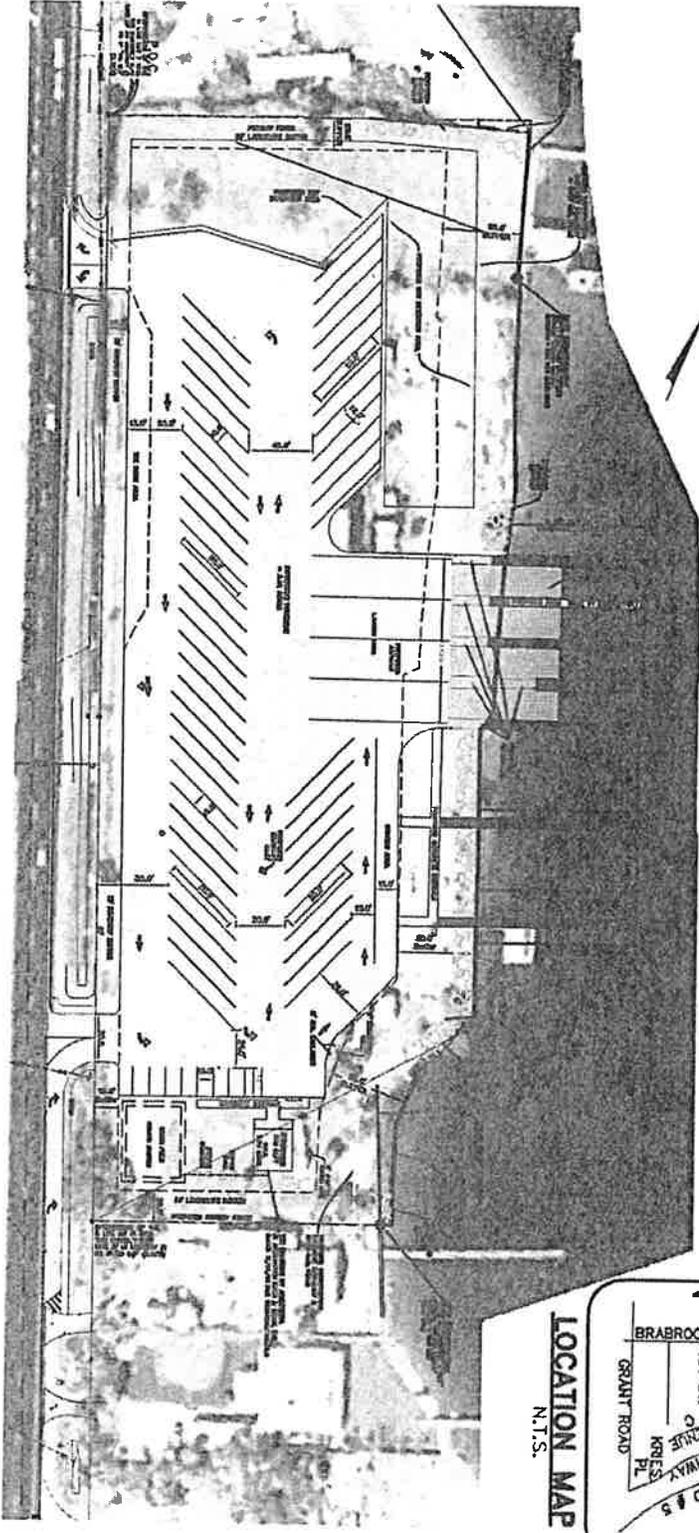
**LOCATION MAP**  
N.T.S.

**P.O.C.**  
INTERSECTION OF THE N LINE LOT 7 WITH THE EASTERLY R/W LINE OF US HIGHWAY #1 NO ID# (0.12N)

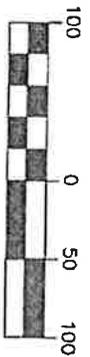
**P.O.B.**  
CORNER FALLS IN RIVER NO MARKER SET

DATE: 08/11/08  
DRAWN: REC  
FIELDBOOK/PKG: GRANT 1 / #14  
DRAWING#: 10987\_100\_018  
SHEET: 3 OF 6  
PROJECT#: 10987

# AERIAL VIEW



GRAPHIC SCALE



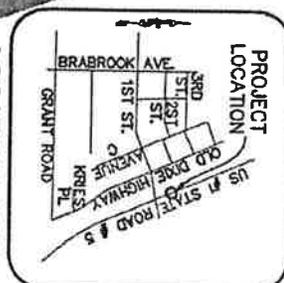
( IN FEET )  
1 inch = 100 ft.

LESLIE E. HOWARD  
PROFESSIONAL SURVEYOR  
AND MAPPER  
FLORIDA LICENSE No. 5611



**B.S.E. CONSULTANTS, INC.**  
CONSULTING - ENGINEERING - LAND SURVEYING  
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4, MIAMI BEACH, FL 33139  
PHONE: (305) 723-5974 FAX: (305) 723-1159  
CERTIFICATE OF BUSINESS AUTHORIZATION: 4803  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: 180004805

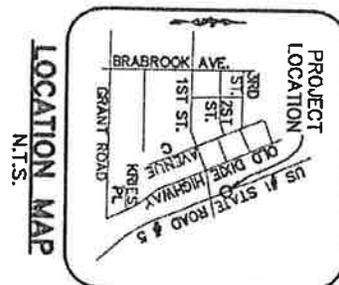
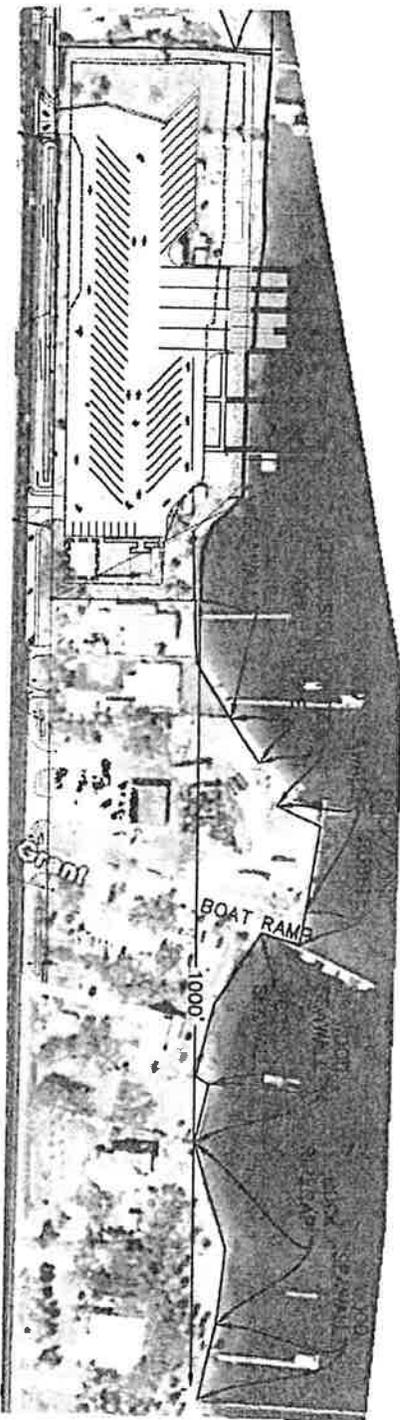
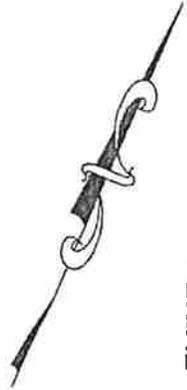
## GRANT BOAT RAMP



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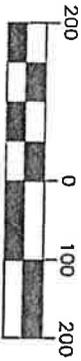
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FIELDBOOK/P/G:	GRANT 1 / #14
DRAWING#:	10987_100_024
SHEET # OF #:	4 OF 6
PROJECT#:	10987

# AERIAL VIEW 1,000 FEET SOUTHERLY OF PROPERTY



**LOCATION MAP**  
N.T.S.

## GRAPHIC SCALE



( IN FEET )  
1 inch = 200 ft.

## GRANT BOAT RAMP

LESLIE E. HOWARD  
PROFESSIONAL SURVEYOR  
AND MAPPER  
FLORIDA LICENSE No. 5611

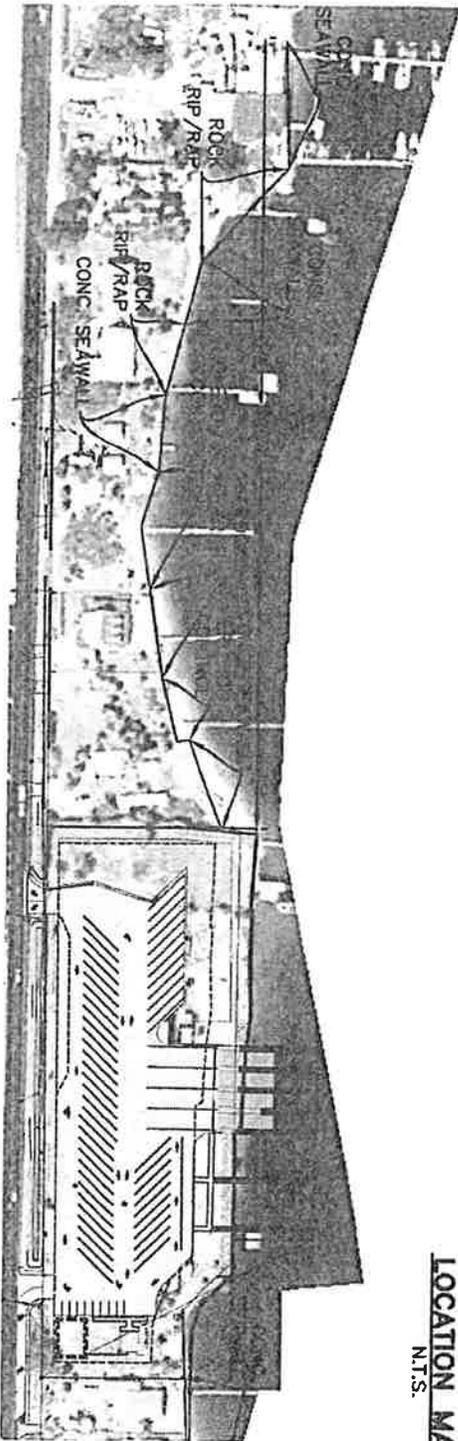


**B.S.E. CONSULTANTS, INC.**  
CONSULTING - ENGINEERING - LAND SURVEYING  
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4  
MELBOURNE, FL 32901  
PHONE: (321) 724-1150  
CENTRAL OF BUSINESS AUTHORITY  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION LB090403

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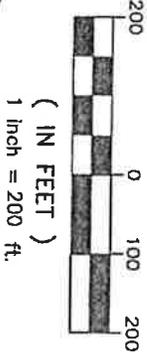
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DRAWING#:	10987_100_025
SHEET:	5 OF 6
PROJECT#:	10987

**AERIAL VIEW 1,000 FEET NORTHERLY OF PROPERTY**



**LOCATION MAP**  
N.T.S.

**GRAPHIC SCALE**



LESLIE E. HOWARD  
PROFESSIONAL SURVEYOR  
AND MAPPER  
FLORIDA LICENSE No. 5611



**B.S.E. CONSULTANTS, INC.**  
CONSULTING - ENGINEERING - LAND SURVEYING  
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4  
MORNINGSBURG, FL 32901  
PHONE: (321) 725-3674 FAX: (321) 723-1195  
CERTIFICATE OF BUSINESS AUTHORIZATION: 49925  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB90004905

**GRANT BOAT RAMP**

Received  
SEP 22 2008  
Palm Bay SC

DATE: 06/11/08  
DRAWN: REC  
FIELDBOOK/P/G: GRANT 1 / #14  
DRAWING#: 10987\_100\_026  
SHEET 6 OF 6  
PROJECT#: 10987

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IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT  
IN AND FOR BREVARD COUNTY, FLORIDA

BREVARD COUNTY, FLORIDA,  
a political subdivision of  
the State of Florida,

CASE NO.: 05-2004-CA-074471-XXXX-XX  
PARCEL ID NO: 29-38-28-25-0000A.0-0007.00  
29-38-28-25-0000A.0-0006.00

Petitioner,

vs.

ELLER BROTHERS INVESTMENTS, LLC, ROBERT D. HAYWOOD, MARY HAYWOOD, MWI CORPORATION, COMERICA BANK, INTERNAL REVENUE SERVICE, ROD NORTHCUTT, Brevard County Tax Collector; ALL PARTIES CLAIMING INTEREST BY, THROUGH, UNDER OR AGAINST THE NAMED DEFENDANTS; and is any of the defendants or all Defendants are deceased, THE UNKNOWN SPOUSE, HEIRS, DEVISEES, GRANTEEES, CREDITORS, LIENORS, OR OTHER PARTIES CLAIMING BY, THROUGH, UNDER OR AGAINST ANY SUCH DECEASED DEFENDANT OR DEFENDANTS IF ALIVE AND IF DEAD THEIR UNKNOWN SPOUSE, HEIRS, DEVISEES, LEGATEES, GRANTEEES, CREDITORS, LIENORS, OR OTHER PARTIES CLAIMING BY, THROUGH, UNDER OR AGAINST ANY SUCH DECEASED DEFENDANT OR DEFENDANTS,

FILED IN TRL-CR  
CLERK OF CIR. CT.  
BREVARD CO., FL.

2005 APR - 8 A 11: 28

SCOTT ELLIS

Defendants.

ORDER OF TAKING

This matter came before the Court for hearing on April 7, 2005, and it appearing that proper notice was first given to all the Defendants, and all persons having or claiming any equity, lien, title or other interest in or to the real property described in the Petition, and that the Petitioner has applied to this Court for an Order of Taking, and the Court being otherwise fully advised in the premises, upon consideration, it is therefore:

ORDERED AND ADJUDGED:

1. That the Court has jurisdiction of the subject matter and the parties to this cause.



CFN 2005181060 05-23-2006 12:05 pm  
CR Book/Page: 5471 / 3061

**Scott Ellis**  
Clerk Of Courts, Brevard County  
#Pgs: 5 #Names: 8  
Trust: 0.00 Rec: 0.00 Serv: 0.00  
Mtg: 0.00 Excise: 0.00  
nt Tax: 0.00

34

2. That the pleadings in this cause are sufficient, and that the Petitioner is properly exercising its delegated authority.

3. That the estimate of value filed in this cause by the Petitioner was made in good faith, and for the purposes of this Order based upon a valid appraisal.

4. That the Petitioner is entitled to possession of the properties described in Exhibit "A", prior to the entry of a Final Judgment, upon payment into the Registry of this Court, the deposit hereafter specified; and that the said deposit of money will fully secure the persons lawfully entitled to compensation, as will be determined ultimately by Final Judgment of this Court, and which said sum of money to be deposited is in no instance less than the value of each parcel of said land, as fixed by the estimate of value as set by the Petitioner; that the title to the property shall be in the name of Brevard County, Florida, a political subdivision of the State of Florida.

5. PROVIDED FURTHER, that the said sum of money in the total amount of Two Million, One Hundred Thousand Dollars and No Cents (\$2,100,000.00) shall be deposited in the Registry of this Court on or before April 27, 2005, which shall be within twenty (20) days from the date of Order. At the request of the Defendants, Petitioner agrees to delay making the deposit until at least April 18, 2005. Said deposit to be allocated as follows in accordance with the good faith estimate of value:

Parcel 29-38-28-25-0000A.0-0007.00	\$375,000.00
Parcel 29-38-28-0000A.0-0006.00	<u>\$1,725,000.00</u>
	\$2,100,000.00

Upon making such deposit, the Petitioner shall notify in writing, all attorneys of record, and those Defendants not represented by counsel, that the deposit has been made, and Petitioner shall be

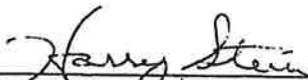


entitled to possession of the fee simple interest that the Petitioner is claiming in the property described in the Petition, without further notice or order of this Court.

If Petitioner shall default in the depositing of said sum of money within the time provided, this Order shall be void and of no further force or effect.

The fact that the Defendants did not oppose the taking or object to the form of the Order shall not be made known to the jury in any manner.

DONE AND ORDERED in Chambers at Titusville, Brevard County, Florida, this 7th day of April, 2005.

  
John Dean Moxley, Jr. HARRY STEIN  
SR. Circuit Judge

I hereby certify that a conformed copy of the above has been furnished by U.S. Mail to the individuals listed on the attached service list, this 7<sup>th</sup> day of April, 2005.

  
Judicial Assistant



SERVICE LIST

Don Londeree, Esquire  
Eller Brothers Investments, LLC  
201 N. Federal Hwy  
Deerfield Beach, Florida 33441

Don Londeree, Esquire  
MWI Corporation  
201 N. Federal Hwy  
Deerfield Beach, Florida 33441

Robert D. Haywood  
Post Office Box 228  
Grant, Florida 32949

Mary Haywood  
Post Office Box 228  
Grant, Florida 32949

CT Corporation Systems  
Comerica Bank  
1200 South Pine Island Road  
Plantation, FL 33324

Michael Paasch, Esquire  
Mateer & Harbert, PA  
Rod Northcutt, Tax Collector  
Post Office Box 2854  
Orlando, Florida 32802-2854



LEGAL DESCRIPTION

LOTS 6, 7 AND 11, BLOCK A, SECTION 1, MAP OF RESURVEY OF JORGENSEN'S PLAT OF GRANT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 64, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LESS AND EXCEPT RIGHT-OF-WAY FOR US #1 (STATE ROAD 5), AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 70010-2276, SHEETS 1 THROUGH 7, DATED 1960

Exhibit A



CFN 2005181050  
OR Book/Page: 5471 / 3065