

Meeting Date
April 19, 2016



AGENDA	
Section	Consent
Item No.	II.A.1

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Sovereignty Submerged Lands Lease with Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Re: Griffis Landing Fiscal Impact: No Fiscal Impact. This is a Fee-Waived Lease (D2)
DEPT/OFFICE:	Natural Resources Management Department (NRM)

Requested Action:

It is requested that the Brevard County Board of County Commissioners consider approval and authorize the Chairman to execute the Sovereignty Submerged Lands Lease Renewal with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the renewal of use for the waterfront amenities at Griffis Landing.

Summary Explanation & Background:

In June 2010, Brevard County formally acquired the working waterfront parcel known as Griffis Landing. Included in the County's acquisition of this working waterfront site was the right to the existing Sovereignty Submerged Lands Lease. The existing Submerged Lands Lease was formally accepted by the Board and executed at the Regular Meeting on October 4, 2011. The amenities encompassed by the site's existing Submerged Lands Lease include the waterfront docks, finger piers, boat ramp and 12 slips.

The attached lease instrument renews the existing land lease and reflects the most recent upgrades at this County-owned site. Execution of the attached Sovereignty Submerged Lands Lease will guarantee the County's continued interest along the site's waterfront ensuring the continued legal use of the submerged lands by the on-site businesses and secure the County's options for future waterside improvements.

Fiscal Impact:

FY 15-16 – No Fiscal Impact. This is a fee-waived lease.

FY 16-17 – None

Name: Virginia Barker, Director, NRM – X52435

Clerk to the Board instruction: Total of three (3) signed original Lease Agreements needed – one for the Clerk to the Board, one for the State of FL and one for NRM.

Exhibits Attached: **Attachment A:** Initial Contract Forms, Risk Management and County Attorney
Attachment B: Sovereignty Submerged Lands Lease Renewal

Contract / Agreement (If attached): Reviewed by County		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager	Department Director / Extension					
Stockton Whitten		Virginia Barker		Virginia Barker / X 5-2435			



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

April 20, 2016

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Office Director

RE: Item II.A.1., Sovereignty Submerged Lands Lease with Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for Griffis Landing

The Board of County Commissioners, in regular session on April 19, 2016, authorized the Chairman to execute the Sovereignty Submerged Lands Lease Renewal with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the renewal of use for the waterfront amenities at Griffis Landing. Enclosed are three executed copies of the Lease.

Upon execution by the State, please return a fully-executed Agreement to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cm

Encls. (3)

cc: Contracts Administration
Finance
Budget

This Instrument Prepared By:

Amy Horton

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

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL

BOT FILE NO. 051384004

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 Sections 34 and 35, Township 24 South, Range 36 East, in Indian River, Brevard County, containing 11,718 square feet, more or less, as is more particularly described and shown on Attachment A, dated September 12, 2012.

TO HAVE THE USE OF the hereinabove described premises from January 24, 2016, the effective date of this renewal lease, through January 24, 2021, the expiration date of this renewal lease. The terms and conditions on and for which this lease is granted are as follows:

1. **USE OF PROPERTY:** The Lessee is hereby authorized to operate a 12-slip commercial docking facility and boat ramp to be used exclusively for day use mooring of recreational and commercial vessels and the loading and off-loading associated with commercial fishing activities in conjunction with an upland bait and tackle shop, wholesale and retail seafood or other commercial fishery operations, 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 liveboards as defined in paragraph 25 as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 05-302853-002-ES, dated September 20, 2012, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or first 5 years, whichever is sooner, without any right of renewal. All of the foregoing subject to the remaining conditions of this lease.

[02/29A]

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

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

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

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

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

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

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

9. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature 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
2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, Florida 32940

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

11. ASSESSMENTS: To the extent allowed by law, 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: 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.

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. LIVEBOARDS: 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.

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:

Sam H. Hise 3/9/16
DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this 19 day of April, 2016, by Jim Barfield as Chairman, for and on behalf of the Board of County Commissioners of Brevard County, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:



DEBORAH W. THOMAS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE208892
Expires 6/10/2016

Commission/Serial No. _____

Brevard County, Florida, (SEAL)

by its Board of County Commissioners

BY: _____

Original Signature of Executing Authority

Jim Barfield

Typed/Printed Name of Executing Authority

Chairman

Title of Executing Authority

Approved by the Board 4/19/16

"LESSEE"

ATTEST: SCOTT ELLIS

Scott Ellis

Deborah Thomas

Signature of Notary Public

Notary Public, State of Florida

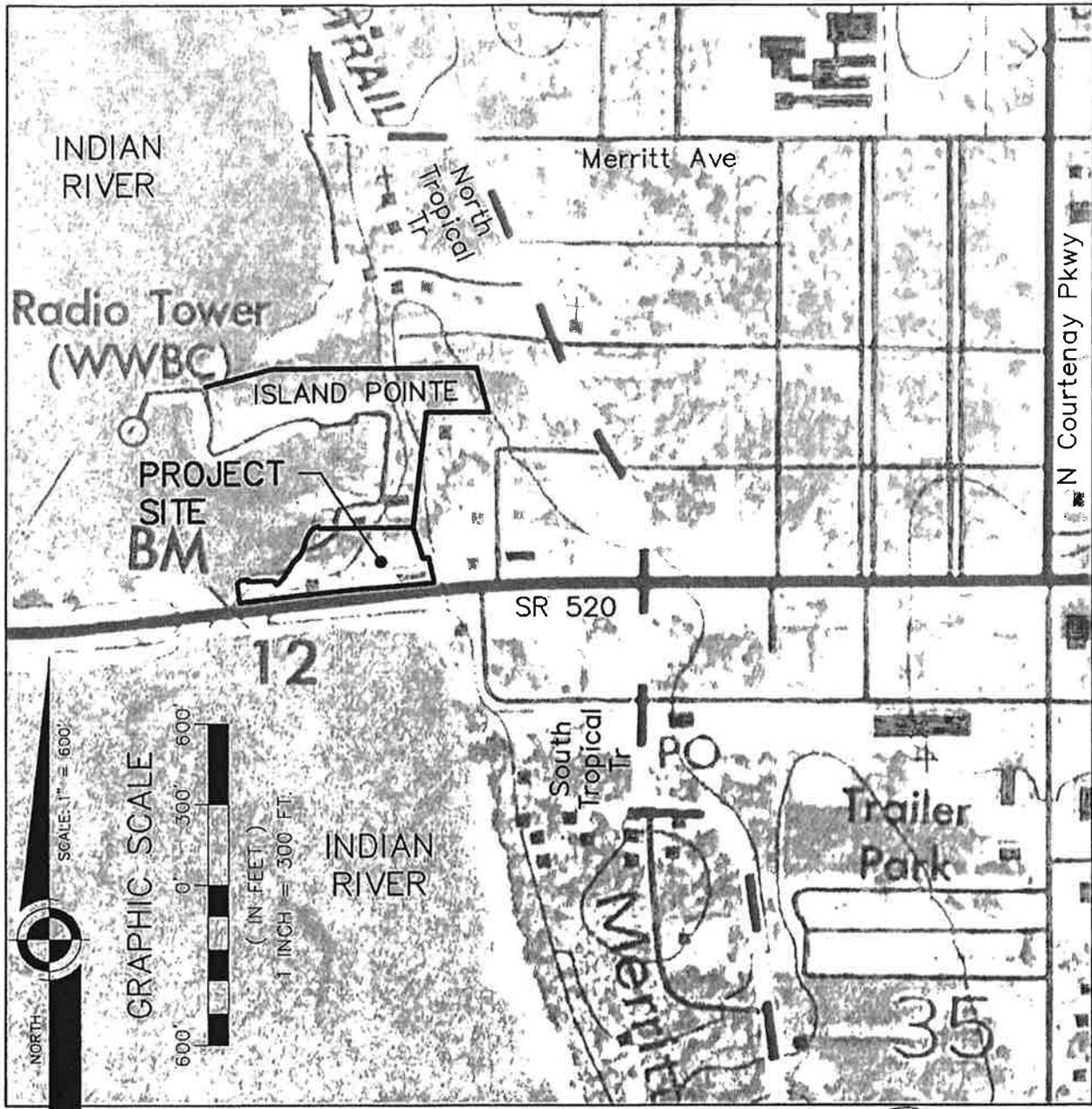
DEBORAH THOMAS

Printed, Typed or Stamped Name

Reviewed for legal form and content:

[Signature]

(Assistant) County Attorney



COCOA QUADRANGLE
 DATED: 1976
 PHOTOINSPECTED 1984

JBC 9/12/12
 Joseph Barry Cabaniss, P.L.S. Date
 FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524
 BUSSEN-MAYER ENGINEERING CERTIFICATE NO.: 3535

Sec.: 35	USGS QUADRANGLE MAP PREPARED FOR: GRIFFIS LANDING BREVARD COUNTY	Date : 09/12/12
Twp.: 24 South		Scale : 1"=600'
Rng.: 36 East	BREVARD COUNTY	FLORIDA P.N. : 366512
Dsn. by : N/A	 Bussen-Mayer Engineering Group 100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885	Sheet No.
Drn. by : JJB		1 of 15
Chk. by : SR		

C:\Dwg\Sur\366512--M01.dwg, 9/12/2012 3:26:12 PM, Cad-11

Description Submerged Land Lease (Parcel "L"):

A portion of submerged lands in the Indian River Lagoon lying in Section 35, Township 24 South, Range 36 East, Brevard County, Florida and being more particularly described as follows:

Commence at the northeast corner of said Section 35 (brass spike per certified corner report #0036489); thence S.89°54'19"W., along the north line of the northeast 1/4 of said Section 35, a distance of 2635.71 feet to the north 1/4 corner of said Section 35 (nail & washer per certified corner report #0037614); thence S.58°31'17"W., a distance of 2632.57 feet to the southeast corner of "Island Pointe P.U.D." as recorded in Plat Book 52, Page 34 of the Public Records of Brevard County, Florida; thence S.89°56'05"W., along the south line of said "Island Pointe P.U.D." a distance of 368.31 feet to the Point-of-Beginning of this description to wit; said point also being on the mean high waterline of the Indian River; thence continue S.89°56'05"W., along the westerly extension of said south line and south riparian line per O.R.Book 5911, Page 940 of the Brevard County Public Records, a distance of 57.25 feet; thence S.00°03'55"E. a distance of 73.32 feet; thence S.37°13'53"W. a distance of 127.21 feet; thence S.89°04'40"W. a distance of 153.09 feet; thence S.05°51'28"E. a distance of 41.74 feet; thence S.83°45'13"W. a distance of 183.72 feet; thence S.21°15'28"W. a distance of 18.04 feet; thence N.83°45'13"E. a distance of 192.62 feet to a point on an existing bulkhead; thence along said existing bulkhead the following 8 courses; N.04°26'01"W. a distance of 30.41 feet; thence N.69°18'08"W. a distance of 0.63 feet; thence N.46°00'31"E. a distance of 19.34 feet; thence N.86°28'49"E. a distance of 26.91 feet; thence S.01°29'36"E. a distance of 6.87 feet; thence N.88°30'24"E. a distance of 84.17 feet; thence S.79°17'48"E. a distance of 16.25 feet; thence S.26°31'20"E., a distance of 13.28 feet to a point on the aforesaid mean high waterline of the Indian River; thence northeasterly along said mean high waterline a distance of 255 feet more or less to the Point-of-Beginning.

Containing 0.27 acres (11,718 square feet), more or less, and being subject to any easements and/or rights-of-ways of record.

[Signature] 9/12/12

Joseph Barry Cabaniss, P.L.S. Date
 FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524
 BUSSEN-MAYER ENGINEERING CERTIFICATE NO.: 3535

Sec.: 35	SUBMERGED LAND LEASE (PARCEL "L") DESCRIPTION PREPARED FOR:	Date : 09/12/12
Twp.: 24 South	GRIFFIS LANDING	Scale : N.T.S.
Rng.: 36 East	BREVARD COUNTY	P.N. : 366512
Dsn. by : N/A	Bussen-Mayer Engineering Group	Sheet No.
Drn. by : JWS	100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885	2 of 15
Chk. by : JBC		

C:\Dwg\Sur\366512--M01.dwg, 9/12/2012 3:25:09 PM, Cad-11

Notes:

1. Bearings shown hereon are based on the south line of "Island Pointe PUD" as recorded in Plat Book 52, Page 34 of the Public Records of Brevard County, Florida being S.89°56'05"W. and assumed bearing.
2. This is a field survey. Date of field survey: August 07, 2012.
3. This survey does not warrant title.
4. Underground improvements (septic tanks, drainfields, foundations, etc.) were not located.
5. Linear footage of shore line of this Parcel = 453 feet.
6. See plans by Bussen-Mayer Engineering Group, Inc. Project No. 366512, Dated February 6, 2012, Revised Aug. 8, 2012 for proposed structures.
7. There are no other docks, piers, pilings, etc. located within 100 feet of subject site.
8. The coordinates shown hereon are based on the State Plane Coordinate System for Florida East Zone, North American Datum of 1983 as adjusted in 2011 (N.A.D. '83/'11). All distances depicted hereon are ground distances. The following horizontal control station was utilized to establish the state plane coordinates shown hereon:

 Station Name: Coates (P.I.D.: AK6916) (N.A.D. '83/'11)
 Northings: 1,457,018.72;
 Eastings: 756,801.85
 Latitude: 28°20'29.65637"(N);
 Longitude: 080°41'13.72332"(W)
 Combined Scale Factor: 0.99995704; Convergence: 00°08'54.7".
9. There are no known privately owned submerged lands adjacent to the subject parcel.
10. There is no shoreline vegetation.
11. Elevations shown hereon are based on N.G.V.D. 29
 Site Benchmark: FDOT disk at the southeast corner of old S.R. 520 bridge over the Indian River stamped "FL SRD 7092 GPS15 Elev. 10.07" and is on N.G.V.Datum 1929.
12. Submerged Land Lease (Parcel "L") contains 0.27 acres (11,718 square feet), more or less as surveyed.
13. The Surveyor has not inspected the subject parcel for possibility of hazardous waste, wetlands, endangered species habitat nor any other environmental items, if any.
14. See sheet 2 for legend, partial topographic data and additional boundary information.
15. This survey was prepared for the exclusive use of the parties listed below and copies are valid only when bearing the Surveyor's original signature and embossed seal.
16. This survey and sketch and description is certified correct to:
 Brevard County Board of County Commissioners;
 Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

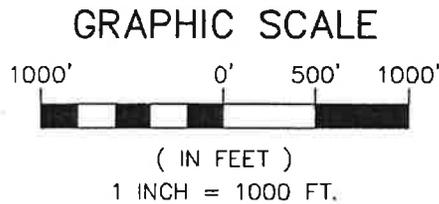
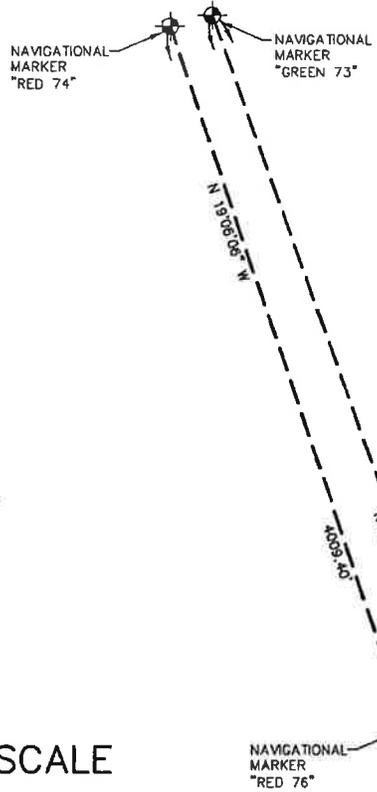
Joseph Barry Cabaniss 9/12/12

Joseph Barry Cabaniss, P.L.S. Date
 FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524
 BUSSEN-MAYER ENGINEERING CERTIFICATE NO.: 3535

Sec.: 35	SURVEY NOTES PREPARED FOR:	Date : 09/12/12
Twp.: 24 South	GRIFFIS LANDING	Scale : N.T.S.
Rng.: 36 East	BREVARD COUNTY	P.N. : 366512
Dsn. by : N/A	BREVARD COUNTY FLORIDA	Sheet No.
Drn. by : JWS	Bussen-Mayer Engineering Group	3 of 15
Chk. by : JBC	100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885	

LEGEND:

- LB LICENSED BUSINESS NUMBER
- PLS PROFESSIONAL LAND SURVEYOR
- LS LICENSED SURVEYOR
- B-MEG BUSSEN-MAYER ENGINEERING GROUP, INC.
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
- D.O.T. DEPARTMENT OF TRANSPORTATION
- S.R.D. STATE ROAD DEPARTMENT
- C.M. CONCRETE MONUMENT
- FND. FOUND
- REC. RECOVERED
- S.B. SURVEY BOOK
- O.R.B. OFFICIAL RECORDS BOOK
- PG. PAGE
- (C) CURVE DATA NUMBER
- R RADIUS
- Δ CURVE DELTA
- L ARC LENGTH
- CH. CHORD
- C.B. CHORD BEARING
- ESM'T. EASEMENT
- RB/C RE-BAR WITH SURVEYOR'S CAP
- P.K. NAIL PARKER-KAYLON NAIL/WASHER
- CONC. CONCRETE
- WD WOOD
- AKA ALSO KNOWN AS
- R/W RIGHT-OF-WAY
- W/ WITH
- EL. ELEVATION
- F.P.L. FLORIDA POWER AND LIGHT COMPANY
- (D) BEARING/DISTANCE BASED ON DESCRIPTION GEOMETRY
- (M) BEARING/DISTANCE PER SURVEY
- (TYP.) TYPICAL
- SIGN



SEE SHEET 5

INDIAN

MATCH LINE — SEE SHEET 7

[Signature]
 Joseph Barry Cabaniss, P.L.S. Date
 FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524
 BUSSEN-MAYER ENGINEERING CERTIFICATE NO.: 3535

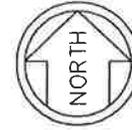
Sec.: 35	USGS QUADRANGLE MAP PREPARED FOR: GRIFFIS LANDING BREVARD COUNTY	Date : 09/12/12
Twp.: 24 South	BREVARD COUNTY	Scale : 1"=1000'
Rng.: 36 East	FLORIDA	P.N. : 366512
Dsn. by : N/A	Bussen - Mayer Engineering Group	Sheet No.
Drn. by : JJB	100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885	4 of 15
Chk. by : SR		

Description Submerged Land Lease (Parcel "L");

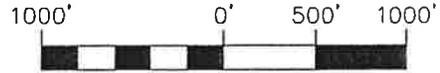
A portion of submerged lands in the Indian River Lagoon lying in Section 35, Township 24 South, Range 36 East, Brevard County, Florida and being more particularly described as follows:

Commence at the northeast corner of said Section 35 (brass spike per certified corner report #0036489); thence S.89°54'19"W., along the north line of the northeast 1/4 of said Section 35, a distance of 2635.71 feet to the north 1/4 corner of said Section 35 (nail & washer per certified corner report #0037614); thence S.58°31'17"W., a distance of 2632.57 feet to the southeast corner of "Island Point P.U.D." as recorded in Plat Book 52, Page 34 of the Public Records of Brevard County, Florida; thence S.89°56'05"W., along the south line of said "Island Point P.U.D." a distance of 368.31 feet to the Point-of-Beginning of this description to wit; said point also being on the mean high waterline of the Indian River; thence continue S.89°56'05"W., along the westerly extension of said south line and south riparian line per O.R. Book 5911, Page 940 of the Brevard County Public Records, a distance of 57.25 feet; thence S.00°03'55"E., a distance of 73.32 feet; thence S.37°13'53"W., a distance of 127.21 feet; thence S.89°04'40"W., a distance of 153.09 feet; thence S.05°51'28"E., a distance of 41.74 feet; thence S.83°45'13"W., a distance of 183.72 feet; thence S.21°15'28"W., a distance of 18.04 feet; thence N.83°45'13"E., a distance of 192.62 feet to a point on an existing bulkhead; thence along said existing bulkhead the following 8 courses; N.04°26'01"W., a distance of 30.41 feet; thence N.69°18'08"W., a distance of 0.63 feet; thence N.46°00'31"E., a distance of 19.34 feet; thence N.86°28'49"E., a distance of 26.91 feet; thence S.01°29'36"E., a distance of 6.87 feet; thence N.88°30'24"E., a distance of 84.17 feet; thence S.79°17'48"E., a distance of 16.25 feet; thence S.26°31'20"E., a distance of 13.28 feet to a point on the aforesaid mean high waterline of the Indian River; thence northeasterly along said mean high waterline a distance of 255 feet more or less to the Point-of-Beginning.

Containing 0.27 acres (11,718 square feet), more or less, and being subject to any easements and/or rights-of-ways of record.



GRAPHIC SCALE



(IN FEET)

1 INCH = 1000 FT.

SEE SHEET 4

SEE SHEET 6

N RIVER

EXISTING

NAVIGATIONAL MARKER

NAVIGATIONAL MARKER "GREEN 3"

NAVIGATIONAL MARKER "GREEN 5"

NAVIGATIONAL MARKER "GREEN 7"

ISLAND POINT

N. 1/4 CORNER - SEC. 36, TWP. RNG. 35 E.; FND. R.R. SPIKE (N) (SEE C.C.R. # D037614) NOT RECOVERED THIS SURVEY - DESTROYED WITH ROAD WORK; R WITH PK/W STAMPED: "B-MEG L SEC COR" SPN: 1464250.4407 SPE: 755198.0089

MATCH LINE - SEE SHEET 8

[Signature] 9/12/12
 Joseph Barry Cabaniss, P.L.S. Date
 FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524
 BUSSEN-MAYER ENGINEERING CERTIFICATE NO.: 3535

Sec.: 35	USGS QUADRANGLE MAP PREPARED FOR: GRIFFIS LANDING BREVARD COUNTY	Date : 09/12/12	
Twp.: 24 South		Scale : 1"=1000'	
Rng.: 36 East		BREVARD COUNTY FLORIDA	P.N. : 366512
Dsn. by : N/A		Bussen-Mayer Engineering Group	
Drn. by : JJB	100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885	Sheet No. 5 of 15	
Chk. by : SR			

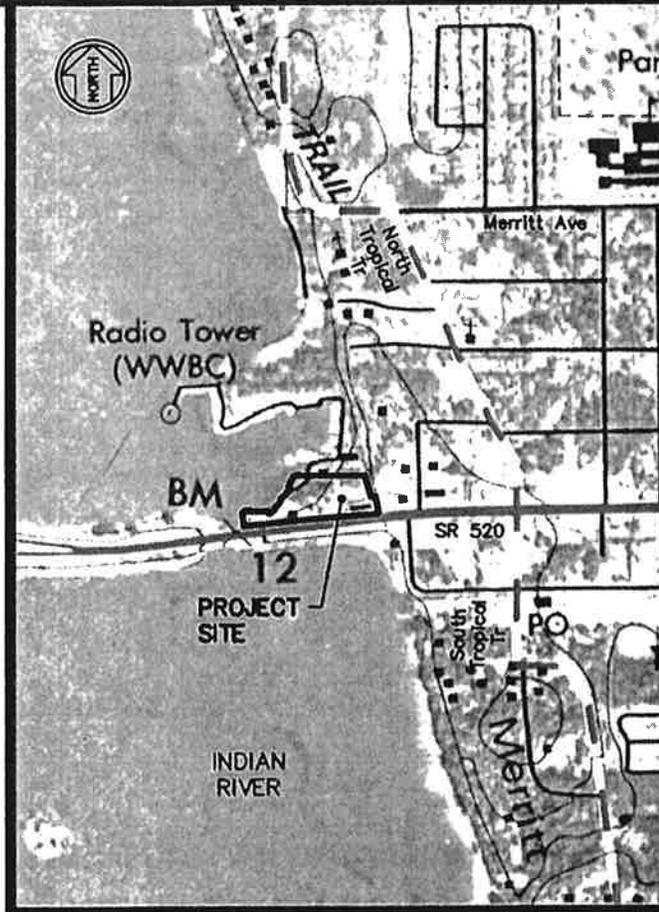
SEE SHEET 5

GRAPHIC SCALE



(IN FEET)

1 INCH = 1000 FT.



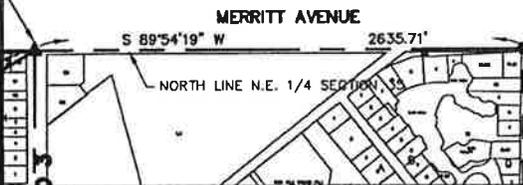
USGS QUADRANGLE MAP
SCALE: 1"=600'

POINT-OF-COMMENCEMENT

N.E. CORNER - SEC. 35, TWP. 24 S.,
RNG. 36 E.: RECOVERED
BRASS SPIKE WITH BRASS CAP
STAMPED "BUSSEN-MAYER ENG.
26 | 25
35 | 36
(SEE CCR # 0036489)
SPN: 1464220.0636
SPE: 752562.4719

Notes:

- 1. Bearings shown hereon are based on the south line



DATE	REVISIONS
09/12/12	REVISE PER FDEP COMMENTS - J.W.S./J.B.C.
09/04/12	REVISE PER FDEP COMMENTS - J.W.S./J.B.C.
08/27/12	REVISE RIPARIAN LINE & PARCELS - J.W.S./J.B.C.

Sec.: 35

Twp.: 24 South

Rng.: 36 East

Design by : N/A

Drawn by : J.W.S.

Checked by : J.B.C.

CERTIFICATE:
I hereby certify that the survey shown hereon is true and correct to the best of my knowledge and belief, as performed under my direction and supervision, and that it meets or exceeds the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 31-17.002 of the Administrative Code, pursuant to Section 472.007, Florida statutes.

Joseph Barry Cabaniss, P.L.S.
FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524
BUSSEN-MAYER ENGINEERING CERTIFICATE NO.: 3635

Date
9/12/12
4524
3635

MATCH LINE - SEE SHEET 9

Joseph Barry Cabaniss, P.L.S. Date
FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524
BUSSEN-MAYER ENGINEERING CERTIFICATE NO.: 3635

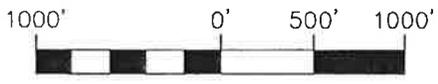
Sec.: 35	USGS QUADRANGLE MAP PREPARED FOR: GRIFFIS LANDING BREVARD COUNTY	Date : 09/12/12
Twp.: 24 South		Scale : 1"=1000'
Rng.: 36 East		P.N. : 366512
Dsn. by : N/A		Sheet No.
Drn. by : JJB		6 of 15
Chk. by : SR	Bussen-Mayer Engineering Group 100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885	

MATCH LINE — SEE SHEET 4

- ELECTRIC BOX / ELECTRIC PANEL
- WATER METER
- U.E. UTILITY EASEMENT
- P.C. POINT-OF-CURVATURE
- P.T. POINT-OF-TANGENCY
- ¢ CENTERLINE
- N/A NOT AVAILABLE
- DIA. DIAMETER
- I.D. IDENTIFICATION
- RR RAILROAD SPIKE
- COR CORNER
- CCR CERTIFIED CORNER REPORT
- TWP TOWNSHIP
- SEC SECTION
- PK/W PARKER-KAYLON NAIL AND WASHER
- SPN STATE PLANE NORTHING COORDINATE
- SPE STATE PLANE EASTING COORDINATE
- DECK
- ⊙ SANITARY MANHOLE
- CONCRETE UTILITY POLE
- WOOD UTILITY POLE
- PAVERS
- RIP-RAP REVETMENT
- EXISTING RUBBLE REVETMENT
- EXISTING CONCRETE
- PROPOSED PUBLIC EASEMENT
- DHW OVERHEAD WIRES
- UTILITY POLE WITH LIGHT AND GUY WIRE
- LIGHT POLE
- ASPHALT
- UNDERGROUND ELECTRIC
- UNDERGROUND COMMUNICATIONS
- FLORIDA CITY GAS
- SANITARY SEWER



GRAPHIC SCALE



(IN FEET)
1 INCH = 1000 FT.

- SSMH SANITARY SEWER MANHOLE
- SDMH STORM DRAIN MANHOLE
- 6" FORCE MAIN
- WATER LINE
- GATE VALVE
- A/C AIR CONDITIONER
- ELEVATION
- INV. INVERT
- RCP REINFORCED CONCRETE PIPE
- ADS ADVANCED DRAINAGE SYSTEMS
- CMP CORRUGATED METAL PIPE
- TOB TOP OF BANK
- PVC POLYVINYLCHLORIDE PIPE
- STA STATION
- RNG. RANGE
- 9+00 STATION VALUE



SEE SHEET 8

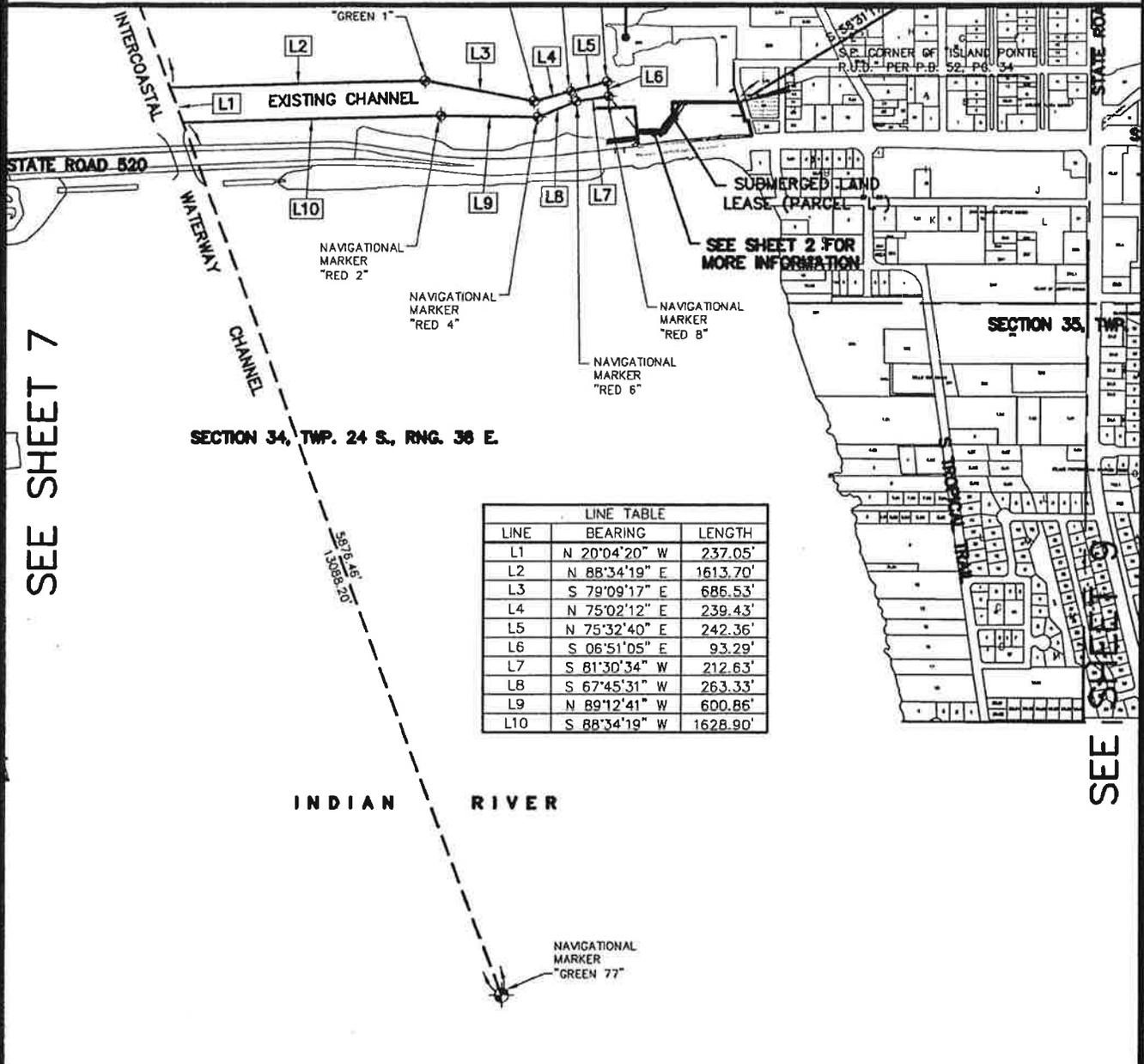
Joseph Barry Cabaniss 9/12/12

Joseph Barry Cabaniss, P.L.S. Date
 FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524
 BUSSEN-MAYER ENGINEERING CERTIFICATE NO.: 3535

Sec.: 35	USGS QUADRANGLE MAP PREPARED FOR: GRIFFIS LANDING BREVARD COUNTY	Date : 09/12/12
Twp.: 24 South	BREVARD COUNTY	Scale : 1"=1000'
Rng.: 36 East	FLORIDA	P.N. : 366512
Dsn. by : N/A	Bussen-Mayer Engineering Group	Sheet No.
Drn. by : JJB	100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885	7 of 15
Chk. by : SR		

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MATCH LINE - SEE SHEET 5



SEE SHEET 7

SEE SHEET 8

Joseph Barry Cabaniss
 Joseph Barry Cabaniss, P.L.S. Date 9/12/12
 FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524
 BUSSEN-MAYER ENGINEERING CERTIFICATE NO.: 3535

Sec.: 35
 Twp.: 24 South
 Rng.: 36 East
 Dsn. by : N/A
 Drn. by : JJB
 Chk. by : SR

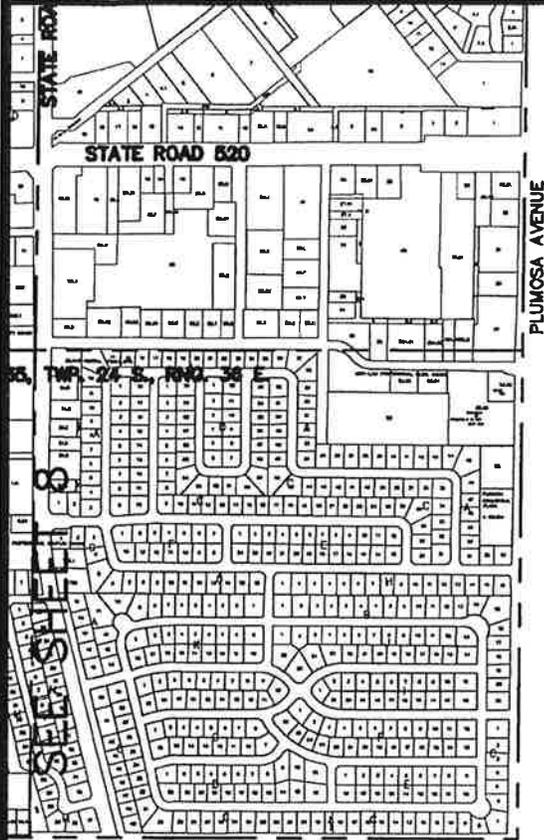
USGS QUADRANGLE MAP PREPARED FOR:
GRIFFIS LANDING
BREVARD COUNTY
 BREVARD COUNTY FLORIDA

Date : 09/12/12
 Scale : 1"=1000'
 P.N. : 366512

Bussen-Mayer Engineering Group
 100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885

Sheet No.
 8 of 15

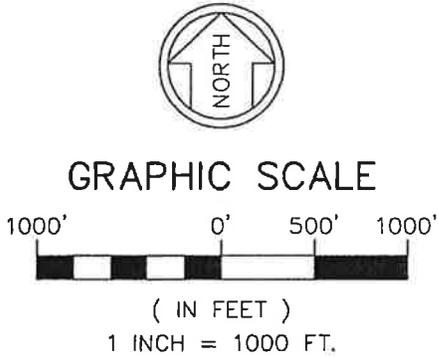
MATCH LINE — SEE SHEET 6



- of 18100 Points PUD 08 recorded in Plat B554 52, Page 34 of the Public Records of Brevard County, Florida being S.89°56'05"W, and assumed bearing.
- This is a field survey. Date of field survey: August 07, 2012.
 - This survey does not warrant title.
 - Underground improvements (septic tanks, drainfields, foundations, etc.) were not located.
 - Linear footage of shore line of this Parcel = 453 feet.
 - See plans by Bussen-Mayer Engineering Group, Inc. Project No. 366512, Dated February 6, 2012, Revised Aug. 8, 2012 for proposed structures.
 - There are no other docks, piers, pilings, etc. located within 100 feet of subject site.
 - The coordinates shown hereon are based on the State Plane Coordinate System for Florida East Zone, North American Datum of 1983 as adjusted in 2011 (N.A.D. '83/'11). All distances depicted hereon are ground distances. The following horizontal control station was utilized to establish the state plane coordinates shown hereon:

Station Name: Coates (P.I.D.: AK6916) (N.A.D. '83/'11)
 Northings: 1,457,018.72;
 Eastings: 756,801.85
 Latitude: 28°20'29.65637"(N);
 Longitude: 080°41'13.72332"(W)
 Combined Scale Factor: 0.99995704;
 Convergence: 00°08'54.7".

- There are no known privately owned submerged lands adjacent to the subject parcel.
- There is no shoreline vegetation.
- Elevations shown hereon are based on N.G.V.D. 29 Site Benchmark: FOOT disk at the southeast corner of old S.R. 520 bridge over the Indian River slumped "FL SRD 7092 GPS15 Elev. 10.07" and is on N.G.V.Datum 1929.
- Submerged Land Lease (Parcel "L") contains 0.27 acres (11,718 square feet), more or less as surveyed.
- The Surveyor has not inspected the subject parcel for possibility of hazardous waste, wetlands, endangered species habitat nor any other environmental items, if any.
- See sheet 2 for legend, partial topographic data and additional boundary information.
- This survey was prepared for the exclusive use of the parties listed below and copies are valid only when bearing the Surveyor's original signature and embossed seal.
- This survey and sketch and description is certified correct to:
 Brevard County Board of County Commissioners;
 Board of Trustees of the Internal Improvement Trust Fund of the State of Florida



SUBMERGED LAND LEASE SURVEY PREPARED FOR:

GRIFFIS LANDING
BREVARD COUNTY

Florida

Brevard County

Bussen - Mayer Engineering Group, Inc.
100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PH. NO.: (321) 453-0010 • FAX NO.: (321) 454-6885

Date : AUG. 07, 2012

Scale : 1" = 600'

Proj. No.: 366512

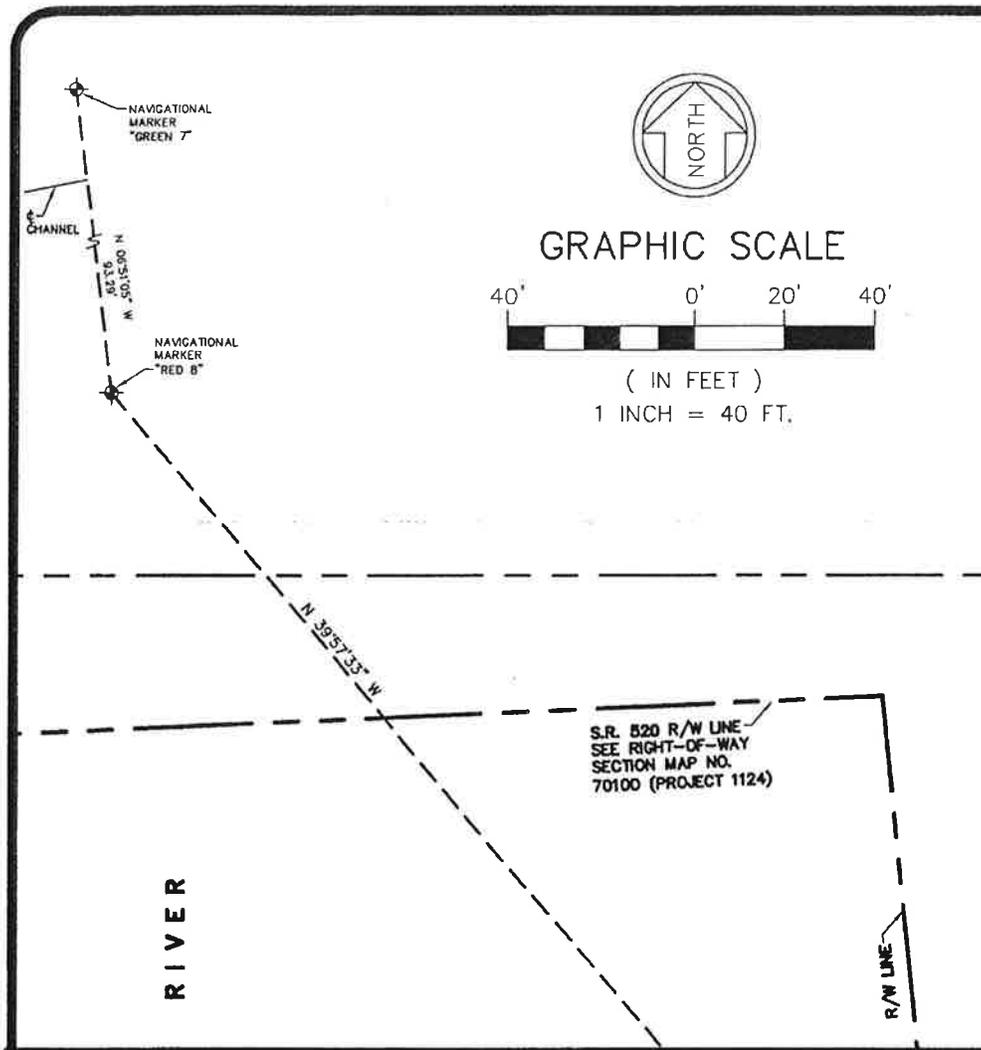
Sheet No.
1 of 2

SURVEY DEPT.

Joseph Barry Cabaniss 9/12/12

Joseph Barry Cabaniss, P.L.S. Date
 FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524
 BUSSEN-MAYER ENGINEERING CERTIFICATE NO.: 3535

Sec.: 35	USGS QUADRANGLE MAP PREPARED FOR: GRIFFIS LANDING BREVARD COUNTY	Date : 09/12/12
Twp.: 24 South	BREVARD COUNTY	Scale : 1"=1000'
Rng.: 36 East	FLORIDA	P.N. : 366512
Dsn. by : N/A	Bussen - Mayer Engineering Group	Sheet No.
Drn. by : JJB	100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885	9 of 15
Chk. by : SR		



MATCH LINE - SEE SHEET 11

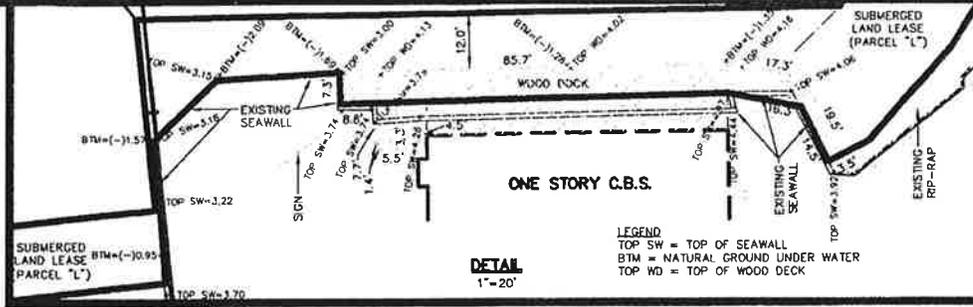
MATCH LINE - SEE SHEET 13


 Date: 9/12/12
 Joseph Barry Cabaniss, P.L.S. Date: 09/12/12
 FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524
 BUSSEN-MAYER ENGINEERING CERTIFICATE NO.: 3535

Sec.: 35	USGS QUADRANGLE MAP PREPARED FOR: GRIFFIS LANDING BREVARD COUNTY	Date : 09/12/12
Twp.: 24 South	BREVARD COUNTY	Scale : 1"=40'
Rng.: 36 East	FLORIDA	P.N. : 366512
Dsn. by : N/A	Bussen-Mayer Engineering Group	Sheet No.
Drn. by : JJB	100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885	10 of 15
Chk. by : SR		

C:\Dwg\Sur\366512--M02.dwg, 9/12/2012 3:32:07 PM, Cad-11

SEE SHEET 10



SEE SHEET 12

NOTE SEE REGA RIPAP

LIMIT OF ADJACENT PREVIOUS MAINTENANCE DREDGING (PERMITTED & COMPLETED BY OTHERS)

EXISTING MARKED CHANNEL AREA PREVIOUSLY MAINTAINED DREDGE

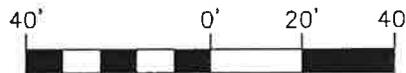
EXISTING 7'x13' FLOATING DOCK (TO BE REMOVED)

EXIST DOCK (TD)

RIPARIAN LINE PER O.R.B. 5911, PAGE 940

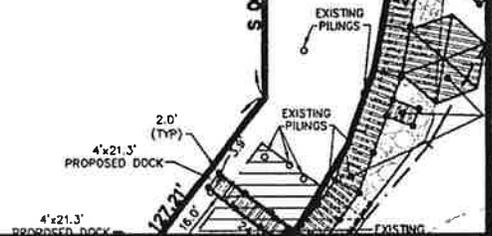


GRAPHIC SCALE



(IN FEET)
1 INCH = 40 FT.

SUBMERGED LAND LEASE
11,718 S.F.
0.27 AC.



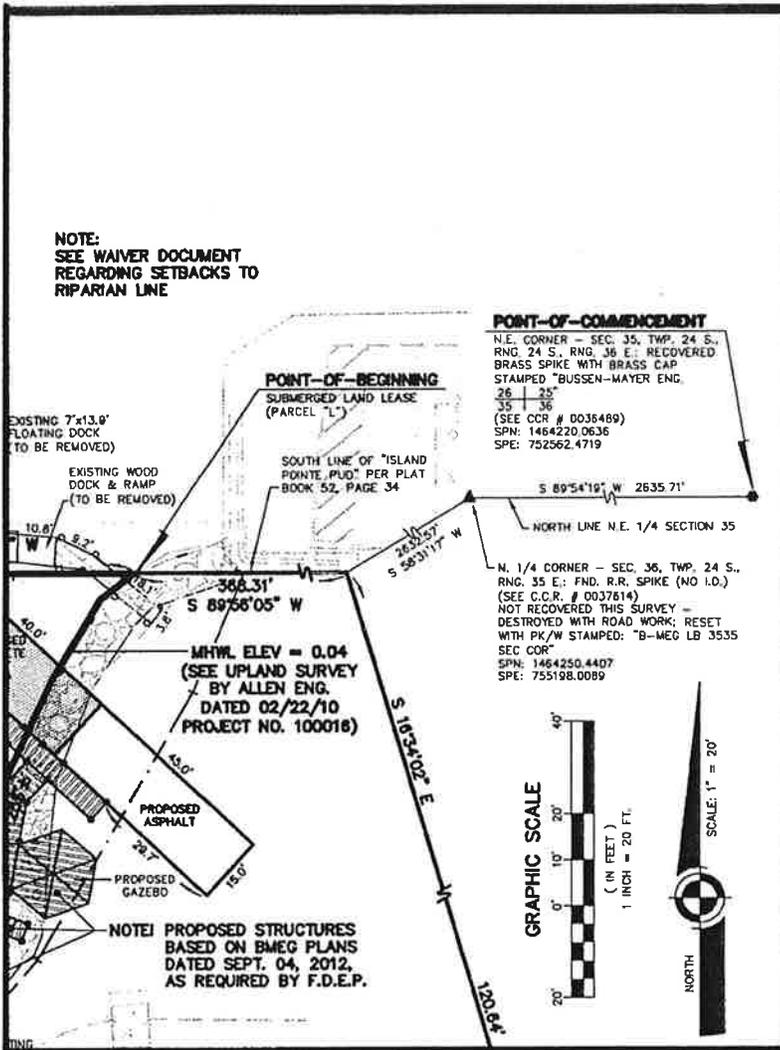
INDIAN RIVER

MATCH LINE - SEE SHEET 14

Joseph Barry Cabaniss
 Joseph Barry Cabaniss, P.L.S. Date: 9/12/12
 FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524
 BUSSEN-MAYER ENGINEERING CERTIFICATE NO.: 3535

Sec.: 35	USGS QUADRANGLE MAP PREPARED FOR: GRIFFIS LANDING BREVARD COUNTY	Date : 09/12/12
Twp.: 24 South		Scale : 1"=40'
Rng.: 36 East		P.N. : 366512
Dsn. by : N/A		Sheet No. 11 of 15
Drn. by : JJB	Bussen-Mayer Engineering Group 100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885	
Chk. by : SR		

MATCH LINE - SEE SHEET 11



REVISIONS	DATE	REVISIONS
09/12/12	REVISE PER FDEP COMMENTS	- J.W.S./J.B.C.
09/04/12	REVISE PER FDEP COMMENTS	- J.W.S./J.B.C.
08/27/12	REVISE RIPARIAN LINE & PARCELS	- J.W.S./J.B.C.

Sec.: 35
Twp.: 24 South
Rng.: 36 East
Design by : N/A
Drawn by : J.W.S.
Checked by : J.B.C.

CERTIFICATE:
I hereby certify that the survey shown hereon is true and correct to the best of my knowledge and belief, as performed under my direction and supervision, and that it meets or exceeds the minimum standards of accuracy required by the Board of Professional Land Surveyors in Chapter 46, Part 17, Florida Administrative Code, pursuant to Section 472.002, Florida statutes.

Joseph Barry Cabaniss, P.L.S.
FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524
BUSSEN-MAYER ENGINEERING CERTIFICATE NO.: 3535

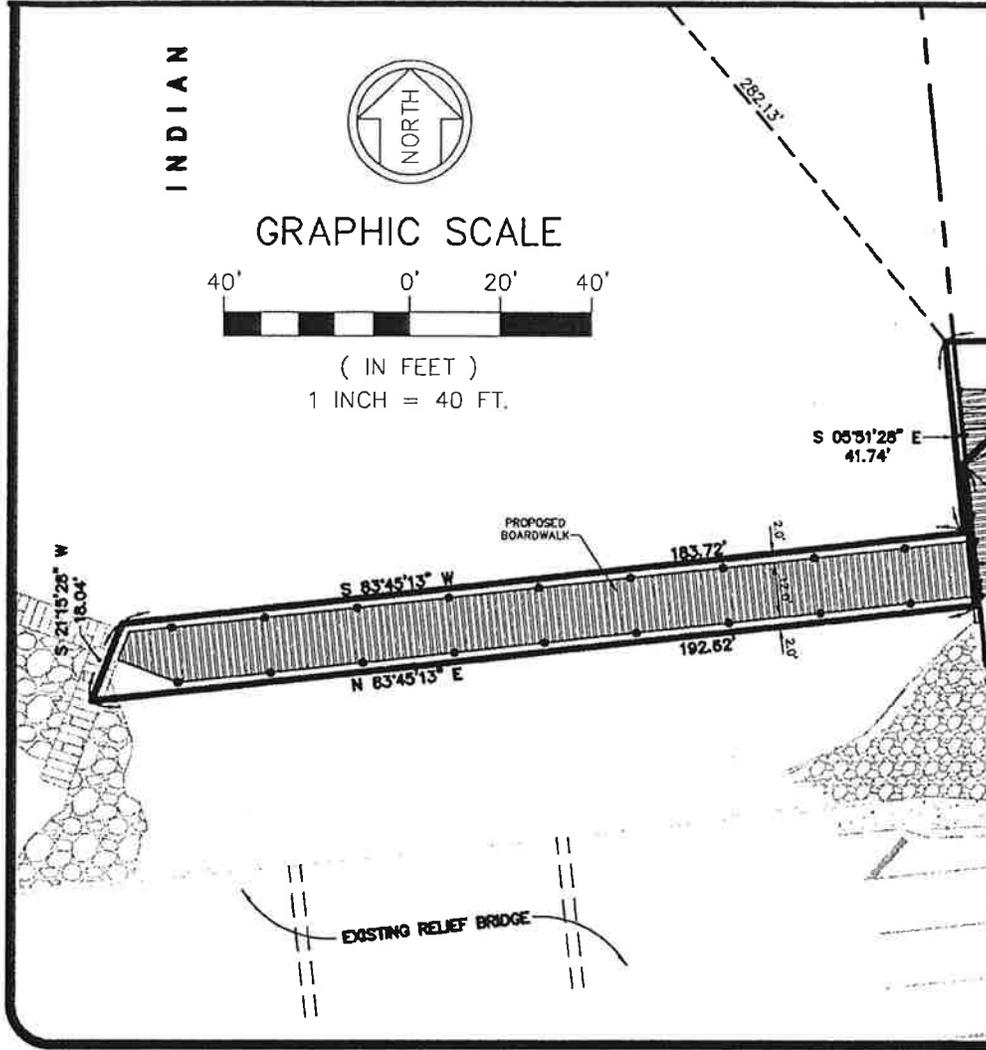
MATCH LINE - SEE SHEET 15

J.B.C. 9/12/12

Joseph Barry Cabaniss, P.L.S. Date
FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524
BUSSEN-MAYER ENGINEERING CERTIFICATE NO.: 3535

Sec.: 35	USGS QUADRANGLE MAP PREPARED FOR: GRIFFIS LANDING BREVARD COUNTY	Date : 09/12/12
Twp.: 24 South	BREVARD COUNTY	Scale : 1"=40'
Rng.: 36 East	FLORIDA	P.N. : 366512
Dsn. by : N/A	Bussen-Mayer Engineering Group	Sheet No.
Drn. by : JJB	100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885	12 of 15
Chk. by : SR		

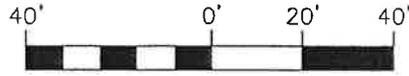
MATCH LINE - SEE SHEET 10



INDIAN



GRAPHIC SCALE



(IN FEET)
1 INCH = 40 FT.

MATCH LINE - SEE SHEET 14

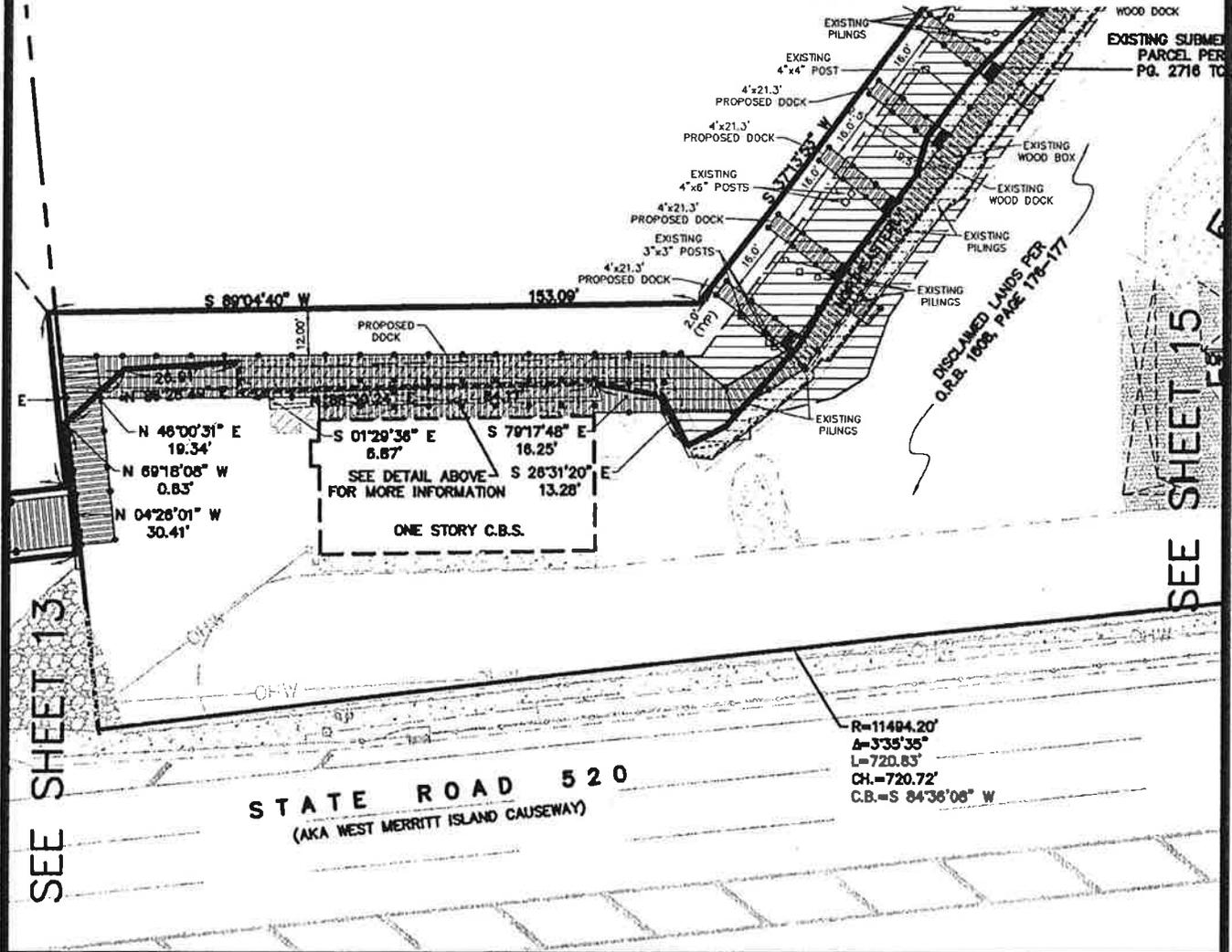
9/12/12

Joseph Barry Cabaniss, P.L.S. Date
 FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524
 BUSSEN-MAYER ENGINEERING CERTIFICATE NO.: 3535

Sec.: 35	USGS QUADRANGLE MAP PREPARED FOR: GRIFFIS LANDING BREVARD COUNTY	Date : 09/12/12
Twp.: 24 South		Scale : 1"=40'
Rng.: 36 East		P.N. : 366512
Dsn. by : N/A	Bussen-Mayer Engineering Group 100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885	Sheet No.
Drn. by : JJB		13
Chk. by : SR		of
		15

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MATCH LINE - SEE SHEET 11



[Signature] 9/12/12

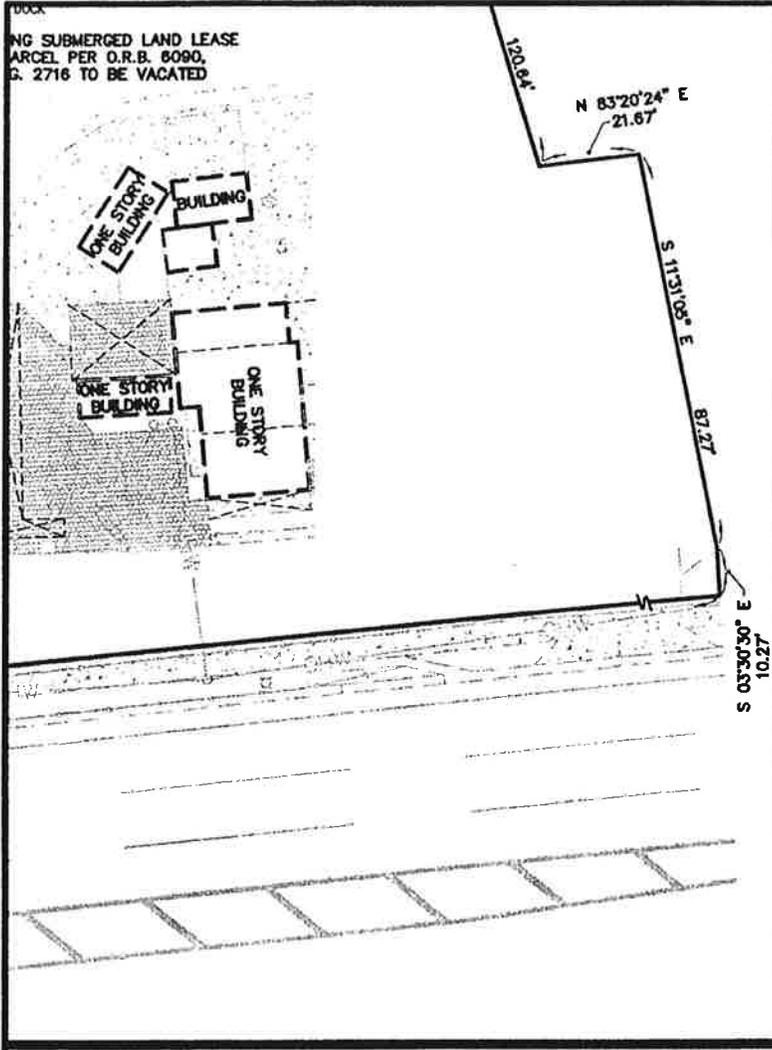
Joseph Barry Cabaniss, P.L.S. Date
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 BUSSEN-MAYER ENGINEERING CERTIFICATE NO.: 3535

Sec.: 35	USGS QUADRANGLE MAP PREPARED FOR: GRIFFIS LANDING BREVARD COUNTY	Date : 09/12/12
Twp.: 24 South	BREVARD COUNTY	Scale : 1"=40'
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Drn. by : JJB	100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885	14 of 15
Chk. by : SR		

C:\Dwg\Sur\366512--M02.dwg, 9/12/2012 3:34:38 PM, Cad-11

MATCH LINE - SEE SHEET 12

MATCH LINE - SEE SHEET 14



Florida

Submerged Land Lease Survey Prepared For:
GRIFFIS LANDING
BREVARD COUNTY

Brevard County

Bussen - Mayer Engineering Group, Inc.
100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PH. NO.: (321) 453-0010 • FAX NO.: (321) 454-6885

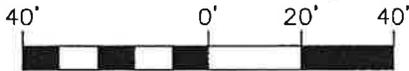
Date : AUG. 07, 2012

Scale : 1" = 20'

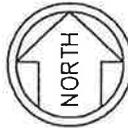
Proj. No.: 366512

Sheet No.
2 of 2

GRAPHIC SCALE



(IN FEET)
1 INCH = 40 FT.



[Signature] 9/12/12
Joseph Barry Cabaniss, P.L.S. Date
FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524
BUSSEN-MAYER ENGINEERING CERTIFICATE NO.: 3535

SURVEY DEPT.

Sec.: 35	USGS QUADRANGLE MAP PREPARED FOR:	Date : 09/12/12
Twp.: 24 South	GRIFFIS LANDING	Scale : 1"=40'
Rng.: 36 East	BREVARD COUNTY	P.N. : 366512
Dsn. by : N/A	Bussen - Mayer Engineering Group	Sheet No.
Drn. by : JJB	100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953	15 of 15
Chk. by : SR	PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885	

C:\Dwg\Sur\366512--M02.dwg, 9/12/2012 3:35:02 PM, Cad-11

This Instrument Prepared By
Secure Title Ins Co , Inc
190 Fortenberry Rd , Ste 107A
Merritt Island, FL 32952

WARRANTY DEED

THIS INDENTURE, made this 28th day of JUNE, A D 2010,
between MERRITT ISLAND LAND TRUST, INC , a Florida Corporation, whose address
is 5680 MERRITT ISLAND CSWY, MERRITT ISLAND, FL 32952, grantor,
and BREVARD COUNTY, FLORIDA whose post office address is 2725 Judge Fran
Jamieson Way, A-219, Viera, Florida 32940, grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders)

WITNESSETH That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Brevard County, Florida, to-wit

See Exhibit "A" attached hereto and by this reference made a part hereof

By acceptance of this warranty deed, the Grantee hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in the Declaration of Restrictive Covenants attached hereto as Exhibit B and recorded in the Public Records of Brevard County, Florida. These covenants and restrictions shall run with the Property herein described. If any term or condition of the Declaration of Restrictive Covenants is violated by the Grantee or by some third party with the knowledge of the Grantee and the Grantee does not correct the violation pursuant to the Declaration of Restrictive Covenants, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with Chapter 380, Part III, Florida Statutes

Property Appraiser's Parcel Identification Number 24-36-35-30-C 0, 24-36-35-30-C 01 and 24-36-35-00-269

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed

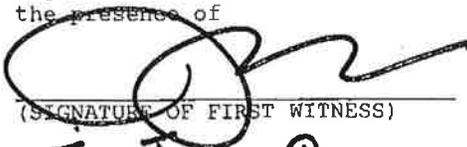
This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law

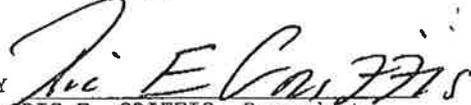
AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written

Signed, sealed and delivered in the presence of

MERRITT ISLAND LAND TRUST, INC


(SIGNATURE OF FIRST WITNESS)

BY 
RIC E GRIFFIS, President

Joe Teague Caruso
(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

Deane M. Holmda
(SIGNATURE OF SECOND WITNESS)

Deane M. Holmda
(PRINTED, TYPED OR STAMPED NAME OF SECOND WITNESS)

STATE OF FLORIDA)
)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 18th day of JUNE 2010, by RIC E GRIFFIS, as President of Merritt Island Land Trust, Inc, on behalf of the corporation He/she is personally known to me or who has produced _____ as identification

(NOTARY PUBLIC)
SEAL

Deane M. Holmda
(SIGNATURE OF NOTARY PUBLIC)

(PRINTED, TYPED OR STAMPED NAME OF NOTARY PUBLIC)
Commission No _____
My Commission Expires: _____

PARCEL A

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGIN AT AN IRON ROD MONUMENTING THE SOUTHWEST CORNER OF LOT 17, BLOCK "A" OF MAP NO ONE, MERRITT WINTER HOME DEVELOPMENT, RECORDED IN PLAT BOOK 2, PAGE 55, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND RUN S 03 degrees 28 minutes 07 seconds E , ALONG A RADIAL LINE, A DISTANCE OF 10 27 FEET TO A NAIL AND DISC ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO 520 (AS DETERMINED BY FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, STATE JOB #70100, PROJECT #1124, DATED JUNE 1977), SAID POINT BEING ON AN 11,494 20 FOOT RADIUS CURVE TO THE LEFT, THENCE WESTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 03 degrees 35 minutes 34 seconds, A DISTANCE OF 720 77 FEET TO AN IRON ROD, THENCE N 05 degrees 51 minutes 28 seconds W , A DISTANCE OF 79 27 FEET TO A NAIL AND DISK SET IN AN EXISTING WOOD DOCK, THENCE CONTINUE N 05 degrees 51 minutes 28 seconds W , A DISTANCE OF 2 FEET, MORE OR LESS, TO AND INTO THE WATERS OF THE INDIAN RIVER, THENCE RETURN TO THE POINT OF BEGINNING AND RUN N 11 degrees 28 minutes 42 seconds W , ALONG THE WESTERLY RIGHT OF WAY LINE OF MYRTICE AVENUE (FORMERLY KNOWN AS INDIAN RIVER BOULEVARD), A DISTANCE OF 87 27 FEET TO A NAIL AND DISK MONUMENTING THE NORTHEAST CORNER OF THE "CASINO LOT" (AS INDICATED ON THE SUBDIVISION RECORDED PLAT OF MERRITT CITY SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 45, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA), THENCE S 83 degrees 22 minutes 47 seconds W , ALONG THE NORTH LINE OF SAID "CASINO LOT", A DISTANCE OF 21 75 FEET TO AN IRON ROD ON THE WESTERLY RIGHT OF WAY LINE OF MYRTICE AVENUE (A 40 FOOT WIDE RIGHT OF WAY), THENCE N 16 degrees 21 minutes 00 seconds W , ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 120 98 FEET TO A CONCRETE MONUMENT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 31, BLOCK 1 OF SAID MERRITT CITY SUBDIVISION, THENCE WEST ALONG SAID WESTERLY EXTENSION OF THE NORTH LINE OF LOT 31, A DISTANCE OF 345 FEET, MORE OR LESS, TO AND INTO THE WATERS OF THE INDIAN RIVER, THENCE SOUTHWESTERLY, MEANDERING SAID WATERS OF THE INDIAN RIVER, TO AN INTERSECTION WITH THE THIRD COURSE OF THIS DESCRIPTION

PARCEL B

A PARCEL OF SUBMERGED LAND LYING IN SECTION 35, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, IN THE INDIAN RIVER LAGOON, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE NORTHEAST CORNER OF THE "OUTLOT" FOR LOT 31, BLOCK 1, OF MERRITT CITY SUBDIVISION, RECORDED IN PLAT BOOK 3, PAGE 45, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND RUN WEST ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID "OUTLOT", A DISTANCE OF 344 58 FEET TO A POINT ON THE "ORDINARY HIGH WATER LINE" (OHWL) ON/FOR THE INDIAN RIVER, THENCE S 23 degrees 13 minutes 59 seconds W , ALONG SAID OHWL, A DISTANCE OF 28 20 FEET, THENCE S 30 degrees 16 minutes 14 seconds W , ALONG SAID OHWL, A DISTANCE OF 67 08 FEET, THENCE S 40 degrees 27 minutes 39 seconds W , ALONG SAID OHWL, A DISTANCE OF 21 23 FEET TO THE POINT OF BEGINNING, THENCE S 34 degrees 47 minutes 56 seconds W , ALONG SAID OHWL, A DISTANCE OF 94 44 FEET, THENCE S 20 degrees 12 minutes 36 seconds W , ALONG SAID OHWL, A DISTANCE OF 15 45 FEET, THENCE S 58 degrees 36 minutes 41 seconds W , ALONG SAID OHWL, A DISTANCE OF 9 58 FEET, THENCE S 76 degrees 07 minutes 18 seconds W , ALONG SAID OHWL, A DISTANCE OF 20 64 FEET, THENCE S 03 degrees 28 minutes 55 seconds E , ALONG SAID OHWL, A DISTANCE OF 4 69 FEET TO A POINT ON AN EXISTING CONCRETE BOAT RAMP, THENCE S 79 degrees 16 minutes 02 seconds W , ALONG SAID OHWL AND CONCRETE BOAT RAMP, A DISTANCE OF 14 31 FEET TO A POINT ON A WOOD BULKHEAD, THENCE N 26 degrees 53 minutes 03 seconds W , ALONG SAID OHWL AND BULKHEAD, A DISTANCE OF 18 44 FEET, THENCE S 88 degrees 45 minutes 43 seconds W , ALONG SAID OHWL AND BULKHEAD, A DISTANCE OF 139 53 FEET, THENCE N 05 degrees 51 minutes 28 seconds W , A DISTANCE OF 4 96 FEET, THENCE N 88 degrees 29 minutes 19 seconds E , A DISTANCE OF 150 98 FEET, THENCE N 36 degrees 08 minutes 03 seconds E , A DISTANCE OF 128 41 FEET, THENCE S 53 degrees 5 minutes 57 seconds E , A DISTANCE OF 28 37 FEET TO THE POINT OF BEGINNING

ATTACHMENT A

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

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

1. Contractor: Florida Department of Environmental Protection	
2. Fund/Account #: 0004/215510	Division Name: Natural Resources Mgmt
4. Contract Description: Submerged Land Lease Renewal	
5. Contract Monitor: Matt C. Culver	6. Mail Stop #: 81
7. Dept./Office Director: Virginia Barker	8. Contract Type: Lease
ACTION DATE: 2/24/16	ACTION REQUIREMENT: review/approve

SECTION II

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

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	X	_____	MCC	02/24/16
Risk Management	✓	_____	JES	2/24/2016
County Attorney	✓	_____	C	3/25/16

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

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

RECEIVED

MAR 11 2016

COUNTY CLERK'S OFFICE

ATTACHMENT B