



Meeting Date
<b>July 25, 2017</b>

AGENDA	
Section	New Business
Item No.	<u>VI.B.1</u>

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

SUBJECT:	Resolution, Interlocal Agreement, and County Deed re: Conveyance of Lee Wenner Park to the City of Cocoa – District 2
DEPT/OFFICE:	Community Services Group / Parks and Recreation Department

Requested Action:

It is requested the Board approve the Resolution, Interlocal Agreement, and Deed for the conveyance of Lee Wenner Park and authorize the Chair to execute such documents. It is further requested the Chair be authorized to execute all budgetary documents needed to effectuate the terms of this agreement.

Summary Explanation & Background:

Lee Wenner Park is an 11.55 acre community park and popular boat launch site acquired through the State of Florida, Board of Trustees of the Internal Improvement Trust Fund. The parks amenities extend and are adjacent to Cocoa Riverfront Park and Historic Cocoa Village.

Brevard County staff and City of Cocoa Parks and Recreation representatives have held numerous meetings to discuss and negotiate contractual language to facilitate a seamless transition, contingent upon both Board and City Council approval, for the conveyance of Lee Wenner Park. Brevard County will continue to own, maintain, and be responsible for the pier located at Lee Wenner Park.

Adoption of this Resolution declares the property is not needed for County purposes at this time and states the desire to enter into an Interlocal Agreement with the City of Cocoa for the purposes of promoting public welfare, serving the public interest, and serving a public purpose. The Interlocal Agreement provides the terms between the City and County; the City will own the Park to use, operate, maintain, and improve for recreational use and public related activities; use of the park shall be available to all residents and visitors with no differential in fees; reverter clause to the County if the City ceases to use the Park for public recreational; use and public related activities.

This request is consistent with our goal of conveying selected County owned parks within municipalities with no loss of service to the residents and visitors. In addition, this action allows the cities to manage parks within their jurisdiction.

Brevard County Code of Ordinances, Chapter 2, Section 2-241 through 2-251, establishes procedures for the sale, leasing and donation of real property. It requires the intent and County Code to be published on the County Internet and Website at least five (5) days prior to a public meeting and also requires a **super majority** vote by the Board. The posting requirement was successfully completed on July 10, 2017.

Fiscal Impact: For a period of five (5) years commencing on October 1, 2017 the County shall make a payment in the amount of \$60,000 to the City from the District 4 Special Taxing District. The purpose of the District 4 Taxing District is to provide and maintain recreational facilities and programs located within the District. The County's total financial contribution to the City shall be \$300,000. No payments are scheduled after the five (5) year term of this Interlocal Agreement. The Fiscal Impact will result in direct savings of \$45,000 plus additional savings of approximately \$150,000 from capital expense avoidance over the five (5) year term. Thereafter, an annual savings of \$69,000 in direct operating costs plus capital expense avoidance will be realized.

Clerk to the Board Instructions:

Exhibits Attached: Resolution, Interlocal Agreement, Deed

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



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

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

July 26, 2017

**MEMORANDUM**

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

**RE:** Item VI.B.1., Resolution, Interlocal Agreement, and County Deed for Conveyance of Lee Wenner Park to the City of Cocoa

The Board of County Commissioners, in regular session on July 25, 2017, adopted Resolution No. 17-131, and executed Interlocal Agreement and Deed with the City of Cocoa for conveyance of Lee Wenner Park; and authorized the Chairman to execute all budgetary documents needed to effectuate the terms of this Agreement. Enclosed are one fully-executed Resolution, one fully-executed Deed, and two executed Interlocal Agreements.

**Upon execution by the City of Cocoa, please return a fully-executed Interlocal Agreement to this office for inclusion in the official minutes.**

Your continued cooperation is always appreciated.

Sincerely,

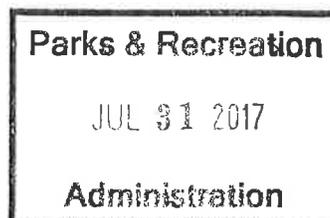
BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

Encls. (4)

cc: Contracts Administration  
Asset Management  
Finance  
Budget





Office of the City Clerk  
65 Stone Street | Cocoa, FL 32922  
Phone: (321) 433-8480 | Fax: (321) 433-8455

November 28, 2017

Brevard County Board of County Commissioners  
ATTN: Tammy Rowe, Deputy Clerk  
400 South Street  
PO Box 999  
Titusville, FL 32781-0999

**Re: Lee Wenner Park Interlocal Agreement**

Dear Ms. Rowe:

Enclosed are fully executed documents by the City of Cocoa for Lee Wenner Park, as approved by our City Council on November 14, 2017. Enclosed are the Interlocal Agreement, Lease Termination Agreement and Mutual Release, the County Deed, and Resolution No. 2017-131.

I have enclosed everything that was sent to us, and obtained all necessary signatures. Please return a copy of **ALL** documents after they have been fully executed and recorded for our records.

If you have any questions or need further assistance, please contact my office at (321) 433-8484.

Sincerely,

Carie Shealy, MMC  
City Clerk



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

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

July 26, 2017

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

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

**RE:** Item VI.B.1., Resolution, Interlocal Agreement, and County Deed for Conveyance of Lee Wenner Park to the City of Cocoa

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**Upon execution by the City of Cocoa, please return a fully-executed Interlocal Agreement 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

Encls. (4)

cc: Contracts Administration  
Asset Management  
Finance  
Budget

Prepared by:  
Office of the County Attorney  
2725 Judge Fran Jamieson Way  
Building C- Suite 308  
Viera, Florida 32940

**COUNTY DEED**

**THIS INDENTURE**, made this 25 day of July, 2017 between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and **CITY OF COCOA**, a Florida Municipal Corporation, party of the second part,

**WITNESSETH**: that the said party of the first part, for and in consideration of the sum of \$10.00 to it in hand paid by the party to the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the land described in Exhibit "A", (the "Property"), said Exhibit is attached hereto and made a part of this Deed, said land lying and being in Brevard County, Florida, and commonly referred to as Lee Wenner Park.

However, the party of the first part reserves a perpetual nonexclusive access and maintenance easement on, over and through the entirety of the Property as depicted in Exhibit "B1", for the purpose of accessing, installing, maintaining and/or repairing the pier as depicted in Exhibit "B2", and all necessary appurtenances thereto.

The Property is to be used solely for providing municipal, recreational, and related activities. Any user fees required by the City must be applied uniformly with no differential in amount charged to the public. In the event this Property is not used or ceases to be used for the stated purpose and under the stated conditions, or in the event the party of the second part fails to comply with the Interlocal Agreement between the County and City dated \_\_\_\_\_ attached hereto as Exhibit "C" and made a part hereof, then all right title and interest in the Property shall revert to the party of the first part which shall thereafter have the right to reenter and repossess the Property conveyed herein. The foregoing shall be deemed to be a restrictive covenant which shall be deemed to be a covenant running with the land.

**IN WITNESS WHEREOF** the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid.

ATTEST:

  
\_\_\_\_\_  
Scott Ellis, Clerk of Court

**BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA**

By:   
\_\_\_\_\_  
Curt Smith, Chairman  
As approved by the Board 7/25/17

**Renninger, Melissa L**

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**From:** Lewis, Sally A  
**Sent:** Monday, July 10, 2017 10:51 AM  
**To:** 'brelegals@gannett.com'  
**Cc:** Renninger, Melissa L; Christine Mulligan; Deborah Thomas (deborah.thomas@brevardclerk.us); Donna Scott; Kimberly Powell (kimberly.powell@brevardclerk.us); Tammy Rowe (Tammy.Rowe@brevardclerk.us)  
**Subject:** Legal Ad for Thursday July 13, 2017  
**Attachments:** 072517\_Lee Wenner\_PublicNotice.pdf

Legal Ad Dept.

Please place the attached Notice in the legal section of the Florida Today on Thursday, July 13, 2017.

ACCT #: 6BR446  
Phone: 321-633-2010  
POC: Sally Lewis

**Publish Date: Thursday, July 13, 2017**  
**1 affidavit**

**Address: 2725 Judge Fran Jamieson Way**  
**Bldg. C Room 301**  
**Viera, Fl. 32955**

Thank you,  
Sally

Sally Lewis  
County Manager's Office  
[Sally.lewis@brevardcounty.us](mailto:Sally.lewis@brevardcounty.us)

Under Florida law, all correspondence sent to the County Manager's Office, which is not exempt or confidential pursuant to Chapter 119 of the Florida Statutes, is public record. If you do not want the public record contents of your e-mail or your e-mail address to be provided to the public in response to a public records request, please do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

RESOLUTION NO. 2017- 131

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, AUTHORIZING THE TRANSFER OF REAL PROPERTY INTEREST IN COUNTY PROPERTY TO A MUNICIPAL CORPORATION; PROVIDING FOR CONDITIONS UPON TRANSFER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners of Brevard County, Florida (hereinafter referred to as "County") is the owner of certain real property commonly referred to as Lee Wenner Park (inclusive of the boat launch); and

**WHEREAS**, the County wishes to convey ownership of the Lee Wenner Park to the City of Cocoa, a municipality incorporated under the Laws of Florida (hereinafter referred to as "City"); and

**WHEREAS**, the County shall continue to own, maintain, and be responsible for the pier located at Lee Wenner park; and

**WHEREAS**, the City desires to use, operate, maintain, and improve Lee Wenner Park to provide public recreational use and public related activities; and

**WHEREAS**, the County finds that the City's proposed use of Lee Wenner Park is in the best interest of the County, will serve the public interest, will serve a public purpose and that the Properties are not needed for County purposes.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:**

1. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.
2. The County will enter into an Interlocal Agreement, attached and incorporated herein as **Exhibit A**, with the City whereby the County agrees to convey certain property to the City, subject to specified conditions.
3. The County has determined that Lee Wenner Park is not needed by the County.
4. The purchase terms and conditions are outlined in the Interlocal Agreement attached herein as **Exhibit A**.
5. This Resolution shall take effect immediately upon its adoption. No obligation to transfer the Property to the City shall arise unless and until the Interlocal Agreement cited in Paragraph 2 is executed by both parties and the conditions of the Interlocal Agreement, relating to the conveyance, have been met.
6. In the event the City fails to comply with the Interlocal Agreement, then title shall revert to the County which shall thereafter have the right to reenter and repossess the property.

***DONE, ORDERED AND ADOPTED*** this 25<sup>th</sup> day of July, 2017.

ATTEST:

By: \_\_\_\_\_

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

By: \_\_\_\_\_

Curt Smith, Chairman

As approved by the Board on July 25, 2017

**Prepared by and Return to:**

**Anthony A. Garganese  
City Attorney of Cocoa  
Garganese, Weiss & D'Agresta, P.A.  
P.O. Box 2873  
Orlando, FL 32802-2873  
(407) 425-9566**

**INTERLOCAL AGREEMENT  
BETWEEN  
BREVARD COUNTY AND THE CITY OF COCOA**

**(Transfer of Lee Wenner Park)**

**THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 25 day of July, 2017, by and between **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, (hereafter referred to as the "County") and the **CITY OF COCOA**, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 32922, (hereafter referred to as the "City").**

**WITNESSETH:**

**WHEREAS**, the County and the City desire to continue to cooperate and coordinate the provision of recreational services and facilities within the jurisdictional limits of the city of Cocoa in an efficient and economical manner; and

**WHEREAS**, the County and the City have common power to provide recreational services and facilities for the benefit of the public; and

**WHEREAS**, the County currently owns a portion of and maintains all of Lee Wenner Park (inclusive of the boat launch facility); and

**WHEREAS, the City currently owns and maintains the Cocoa Riverfront Park (inclusive of the riverfront boardwalk facilities), which has been designated by the citizens of Cocoa as a special scenic and recreational landmark of the City of Cocoa by City Charter; and**

**WHEREAS, Lee Wenner Park and the Cocoa Riverfront Park are located within the City of Cocoa Downtown Village Area ("Cocoa Village") which is an important area for tourism, redevelopment and special events; and**

**WHEREAS, Lee Wenner Park and the Cocoa Riverfront Park are also generally connected by the aforesaid riverfront boardwalk and therefore share common attributes and characteristics that are recognized by the public; and**

**WHEREAS, because of the close proximity of Lee Wenner Park and Cocoa Riverfront Park and their common attributes and characteristics, the County and the City recognize that it may be more efficient and economical for the City to own, manage and improve Lee Wenner Park, especially when it comes to managing the many special events that occur in the Cocoa Village area and the demands of local tourism and recreational needs; and**

**WHEREAS, the City and the County also recognize that Lee Wenner Park and Cocoa Riverfront Park are located within the redevelopment area of the Cocoa Community Development Agency ("Agency") and that the Agency has adopted a "Cocoa Waterfront Master Plan" under which the City and the Agency have developed a strategic vision for the Cocoa waterfront (including Lee Wenner Park and Cocoa Riverfront Park) and have committed to improving the waterfront in phases through public capital improvements and public/private partnerships to the extent feasible; and**

**WHEREAS, in furtherance of this recognition, the County and the City are agreeable to transferring ownership, maintenance and functional responsibility of Lee Wenner Park and the**

buildings, structures, and facilities thereon to the City under the terms and conditions of this Agreement; and

WHEREAS, the County shall continue to own, maintain, and be responsible for the pier located at Lee Wenner Park; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 125, 163, and 166, Florida Statutes and other applicable law; and

WHEREAS, the parties hereto have determined that this Agreement is in furtherance of the community health, safety and welfare and the public interest;

NOW THEREFORE, in consideration of the premises herein, the parties hereby agree as follows:

**Section 1.** Recitals. The above recitals are deemed true and correct and are hereby incorporated herein by this reference.

**Section 2.** Purpose. The purpose of this Agreement is for the County to assign and transfer to the City ownership over and full functional responsibility for a portion of Lee Wenner Park owned by the County, more particularly and legally described in "EXHIBIT A." ("Lee Wenner Park").

**Section 3.** Transfer of Responsibility. Within thirty (30) days of the date this Agreement is approved and fully executed by both parties ("effective date"), the County shall deliver a deed in accordance with Section 125.411, Florida Statutes, conveying its interest in Lee Wenner Park and all buildings, structures, and facilities thereon to the City. The County deed conveying Lee Wenner Park to the City shall contain a restrictive covenant running with the land prohibiting any use other than for municipal and recreational purposes, as defined herein, and associated uses directly related thereto, including the requirement of uniform user fees. The City is

expected to provide the same, or a better, level of service at Lee Wenner Park. Said County deed is attached herein as "**EXHIBIT B.**" The County will continue to own, maintain, and be responsible for the pier, more particularly described in "**EXHIBIT C.**" ("**Pier**"). The County shall retain an access and maintenance easement over a portion of Lee Wenner Park for accessing and maintaining the Pier. Said easement is more particularly and legally described in "**EXHIBIT D.**"

If at any point the County desires to convey the Pier, the County shall notify the City in writing of the County's intent to convey the Pier. The City shall provide written notification to the County of its intent to exercise its right of first refusal within thirty (30) days of receipt of the County's notice. In the event the City fails to exercise the right of first refusal, this provision shall expire and the right of first refusal shall not bind the other purchaser. Nothing herein shall require that the County maintain, reconstruct, or repair the Pier.

The City shall be responsible for the cost to record the deeds and this Agreement in the public records of Brevard County, Florida. Upon conveyance, the City shall have ownership of, plenary authority over and full responsibility for the functional operation and maintenance of Lee Wenner Park. All of the COUNTY's rights, responsibilities, liabilities, duties and obligations as to Lee Wenner Park shall be transferred to and assumed by the CITY and said park shall be deemed City property, with the exception that the County shall be responsible for providing the City with an annual financial contribution for the future maintenance of Lee Wenner Park pursuant to Section 6 of this Agreement.

**Section 4.** **Covenant to Maintain For Municipal and Recreational Purposes.** Upon conveyance of Lee Wenner Park to the City, the City agrees to maintain the subject property for municipal and recreational purposes. Both parties agree that the definition of municipal purpose shall include the development of small commercial use to support waterfront or marine-related

activities but does not include the development of hotels and/or full service restaurants. Other non-recreational uses not permitted herein may be permitted upon the written consent of the Brevard County Board of County Commissioners. In event Lee Wenner Park is not used or ceases to be used for the stated purposes herein, then all right, title and interest Lee Wenner Park shall revert to the County which shall thereafter have the right to reenter and repossess Lee Wenner Park. In the event Lee Wenner Park reverts to the County, the City shall ensure that Lee Wenner Park is returned to the County in same condition or better, normal wear and tear excepted. The City agrees to make the use of Lee Wenner Park available to all County residents and visitors with no differential in fees.

**Section 5. Additional Terms.**

(a) The parties agree there shall be no metered parking at Lee Wenner Park and that, during normal hours of operation, parking shall be provided to the public free of charge.

(b) The parties agree that the name of the park shall remain Lee Wenner Park. The City shall not change the name of the park without the prior written consent of the Brevard County Board of County Commissioners.

**Section 6. County's Annual Maintenance Contribution.** The County agrees to provide, for a period of five years, an annual financial contribution to the City to be used exclusively by the City for the future maintenance and operation of Lee Wenner Park. Said contribution shall be made each fiscal year commencing on October 1, 2017 and each anniversary thereafter. The annual payment shall be due no later than November 1 of each fiscal year. The annual payment amount shall be as follows:

(a) For a period of five (5) years commencing on October 1, 2017, the payment amount shall be \$60,000.00. The total amount of financial contribution to be provided to the City for the

maintenance and operation of Lee Wenner Park is \$300,000.00. At the end of the referenced period of five (5) years the County shall have no further obligation of providing financial contributions to the City for the maintenance and operation of Lee Wenner Park.

**Section 7. Implementation and Other Documents.** To the extent that the County Attorney and City Attorney determine that additional documents are required to be prepared and executed in order to effectuate the conveyance of Lee Wenner Park, the County Manager and City Manager are authorized to prepare or have prepared said documents and execute the same. Further, the parties agree to cooperate and execute such other instruments and documents as may be required to effectuate this Agreement.

**Section 8. Employee Status.** Persons employed by the CITY in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the County, nor shall they have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the County's officers and employees either by operation of law or by the County. Persons employed by the County in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the City, nor shall they have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

**Section 9. Indemnification.** Neither party to this Agreement, its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of the other party, its officers, employee or agents, except as provided by this Agreement.

**Section 10. Notices.**

(a) Whenever either party desires to give notice to the other party, notice shall be sent

to:

**For the COUNTY:**

County Manager  
2725 Judge Fran Jamieson Way  
Viera, Florida 32940  
Telephone: (321) 633-2001

**For the CITY:**

City Manager  
65 Stone Street  
Cocoa, Florida 32922  
Telephone: (321) 433-8660

(b) Either of parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by facsimile, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

**Section 11.** Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

**Section 12.** Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

**Section 13. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties.

**Section 14. Public Records.** The parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Agreement.

**Section 15. Conflict of Interest.** Both parties agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

**Section 16. Attorney's Fees.** In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fee and cost.

**Section 17. Governing Law.** This Agreement shall be deemed to have been executed and entered into within the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

**Section 18. Venue.** Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

**Section 19. Effective Date.** This Agreement shall take effect on the date that it is executed by both parties hereto and recorded in the Official Records of Brevard County, Florida by either the City or County.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date first written.



*Carie Shealy*  
Carie Shealy, City Clerk

**CITY:**

**CITY OF COCOA, FLORIDA:**

By: *Henry U. Parish, III*  
Henry U. Parish, III, Mayor

As authorized for execution by the City of Cocoa  
City Council at its 11/14, 2017 regular meeting.

**ATTEST:**

*Scott Ellis*  
SCOTT ELLIS, Clerk of Court

Reviewed for legal form and content:  
*Matthew Lee*  
(Assistant) County Attorney

**COUNTY:**

**BREVARD COUNTY BOARD OF  
COUNTY COMMISSIONERS:**

By: *Curt Smith*  
Curt Smith, Chairman

Date: July 25, 2017

As authorized by the Board of County Commissioners  
at its regular meeting on 7/25/17, 2017.

**"EXHIBIT A"**

**LEE WENNER PARK**

Official Records Book 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run  $N00^{\circ}56'32''W$  along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of  $50^{\circ}24'50''$  for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run  $N89^{\circ}18'48''E$  along the north line of said release parcel for 120.15 feet; thence run  $N79^{\circ}08'43''E$  along said North line for 244.45 feet; thence run  $N86^{\circ}55'19''E$  along said North line for 347.14 feet; thence run  $N03^{\circ}04'41''W$  along said North line for 32.00 feet; thence run  $N86^{\circ}55'19''E$  along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses;  $S31^{\circ}33'01''E$  for 28.55 feet;  $S04^{\circ}05'19''W$  for 1.34 feet;  $S04^{\circ}05'19''W$  for 17.13 feet;  $S04^{\circ}05'19''W$  for 14.29 feet;  $S04^{\circ}16'18''W$  for 2.84 feet;  $S04^{\circ}16'18''W$  for 25.14 feet;  $S42^{\circ}11'59''W$  for 31.14 feet;  $S38^{\circ}39'28''W$  for 76.67 feet;  $S39^{\circ}43'35''W$  for 83.66 feet;  $S44^{\circ}24'03''W$  for 9.08 feet to the North line of said I.J.T.F. Dedication; thence run  $S86^{\circ}55'19''W$  along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of  $01^{\circ}04'00''$  for 430.25 feet to the Point of Tangency of said curve; thence run  $S89^{\circ}18'48''W$  for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1263, Official Records Book 1082, Page 312, and Official Records Book 1174, Page 506.

**EXHIBIT "A" TO THE COUNTY DEED**

**LEE WENNER PARK**

**Official Records Book 2930, Page 2376:**

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run  $N00^{\circ}56'32''W$  along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of  $50^{\circ}24'50''$  for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run  $N89^{\circ}18'48''E$  along the north line of said release parcel for 120.15 feet; thence run  $N79^{\circ}08'43''E$  along said North line for 244.45 feet; thence run  $N86^{\circ}55'19''E$  along said North line for 347.14 feet; thence run  $N03^{\circ}04'41''W$  along said North line for 32.00 feet; thence run  $N86^{\circ}55'19''E$  along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses;  $S31^{\circ}33'01''E$  for 28.55 feet;  $S04^{\circ}05'19''W$  for 1.34 feet;  $S04^{\circ}05'19''W$  for 17.13 feet;  $S04^{\circ}05'19''W$  for 14.29 feet;  $S04^{\circ}16'18''W$  for 2.84 feet;  $S04^{\circ}16'18''W$  for 25.14 feet;  $S42^{\circ}11'59''W$  for 31.14 feet;  $S38^{\circ}39'28''W$  for 76.67 feet;  $S39^{\circ}43'35''W$  for 83.66 feet;  $S44^{\circ}24'03''W$  for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run  $S86^{\circ}55'19''W$  along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of  $01^{\circ}04'00''$  for 430.25 feet to the Point of Tangency of said curve; thence run  $S89^{\circ}18'48''W$  for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, and Official Records Book 1174, Page 506.

EXHIBIT "B1" TO THE COUNTY DEED

LEE WENNER PARK

ORB 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run N00°56'32"W along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of 50°24'50" for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run N89°18'48"E along the north line of said release parcel for 120.15 feet; thence run N79°08'43"E along said North line for 244.45 feet; thence run N86°55'19"E along said North line for 347.14 feet; thence run N03°04'41"W along said North line for 32.00 feet; thence run N86°55'19"E along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses; S31°33'01"E for 28.55 feet; S04°05'19"W for 1.34 feet; S04°05'19"W for 17.13 feet; S04°05'19"W for 14.29 feet; S04°16'18"W for 2.84 feet; S04°16'18"W for 25.14 feet; S42°11'59"W for 31.14 feet; S38°39'28"W for 76.67 feet; S39°43'35"W for 83.66 feet; S44°24'03"W for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run S86°55'19"W along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'00" for 430.25 feet to the Point of Tangency of said curve; thence run S89°18'48"W for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, Official Records Book 1174, Page 506, and Official Records Book 832, Page 946.

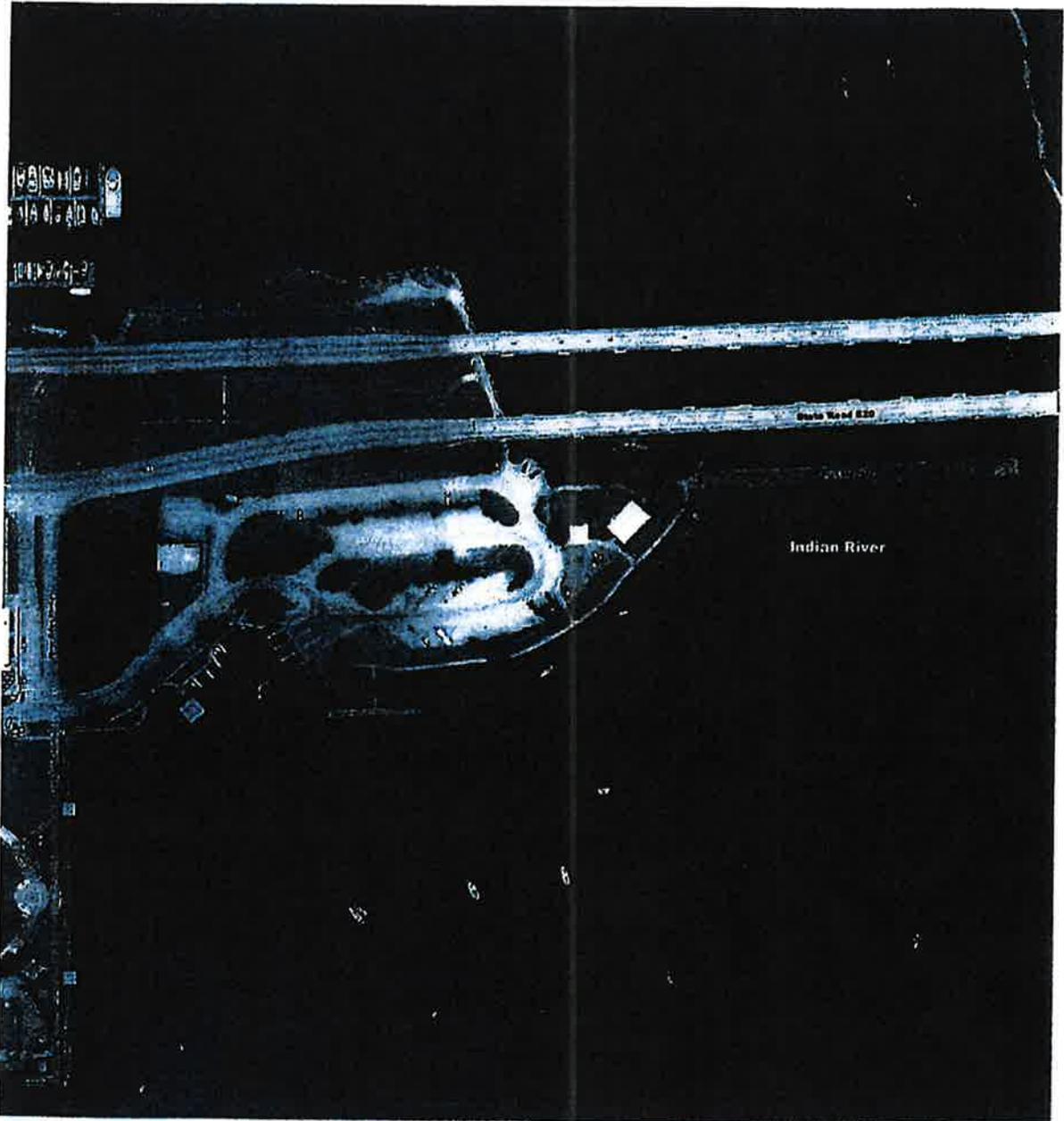
And

Together with those lands described in Dedication No. 25177 (2328-05) from the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

EXHIBIT "B2" TO THE COUNTY DEED

**Lee Wenner Park**

300 River Edge Boulevard  
Cocoa, FL 32922



**Brevard County Parks and Recreation**

2725 Judge Fran Jamieson Way  
Viera, FL 32940



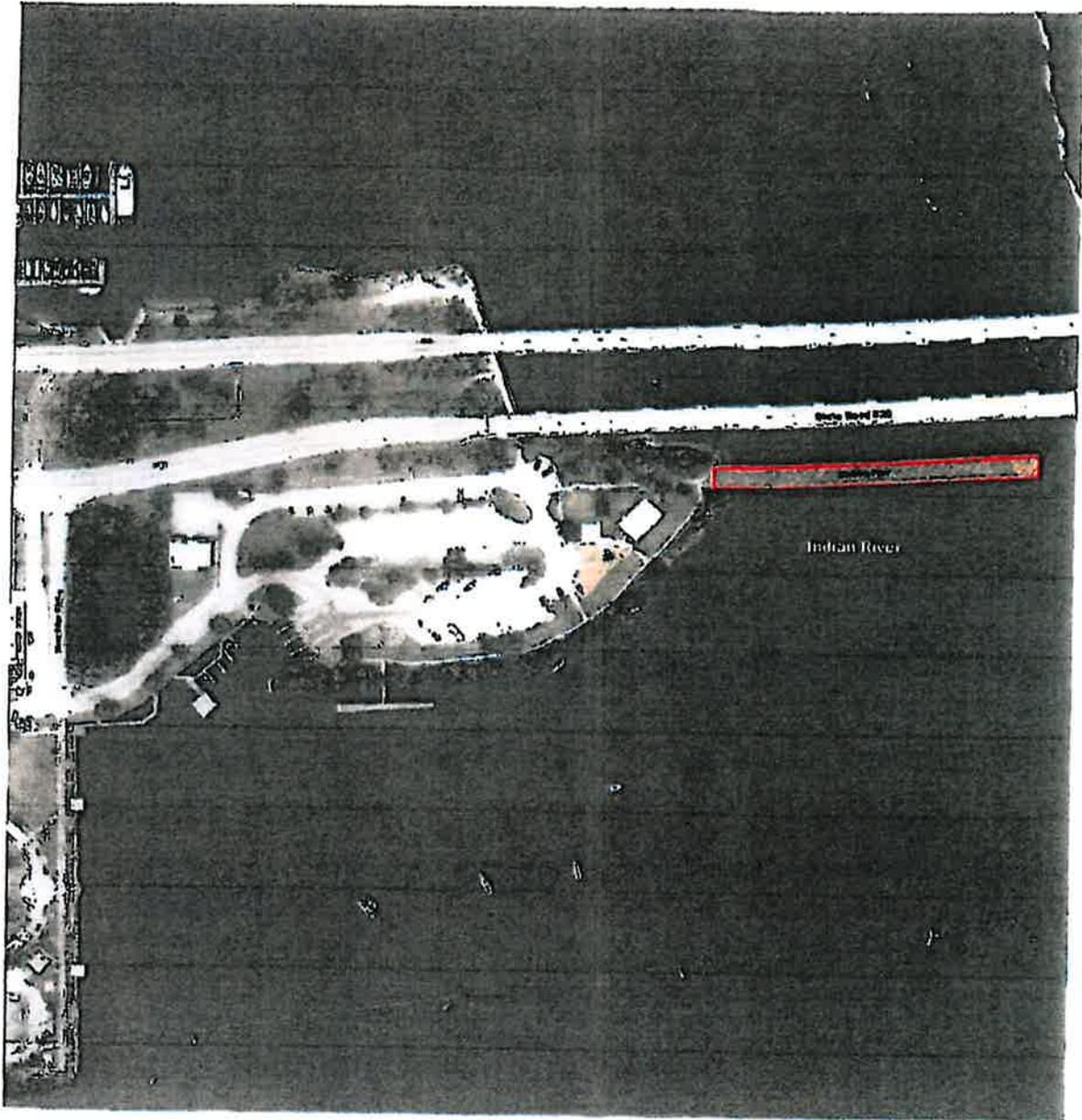
08 16 Aerial



DISCLAIMER: This map is intended for display purposes only and is not intended for any legal representation.

INTERLOCAL AGREEMENT  
BREVARD COUNTY / CITY OF COCOA  
PAGE 14 OF PAGE 16

**"EXHIBIT C"**  
**Lee Wenner Park**  
300 River Edge Boulevard  
Cocoa, FL 32922



**Brevard County Parks and Recreation**

2725 Judge Fran Jamieson Way  
Viera, FL 32940

2015 Amdt



DISCLAIMER: This map is intended for display purposes only and is not intended for any legal representation.

**"EXHIBIT D"**

**LEE WENNER PARK**

ORB 2930, Page 2376:

A parcel of filled land adjacent to and East of Section 33, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Begin at the intersection of the North line of the State of Florida Board of Trustees of the Internal Improvement Trust Fund Dedication No. 25177 (2328-05) and the Easterly right of way line of Riveredge Boulevard as shown on the Cocoa River Development according to the plat thereof recorded in Plat Book 11 at Page 75 of the Public Records of Brevard County, Florida and run  $N00^{\circ}56'32''W$  along said Easterly right of way line for 118.56 feet to the Point of Curvature of a circular curve to the right having a radius of 49.80 feet; thence run Northeasterly along the arc of said curve and said Easterly right of way line through a central angle of  $50^{\circ}24'50''$  for 43.82 feet to the North line of the parcel released by the State of Florida Department of Transportation recorded in Official Records Book 2549 at Page 2910 of the Public Records of Brevard County, Florida; thence run  $N89^{\circ}18'48''E$  along the north line of said release parcel for 120.15 feet; thence run  $N79^{\circ}08'43''E$  along said North line for 244.45 feet; thence run  $N86^{\circ}55'19''E$  along said North line for 347.14 feet; thence run  $N03^{\circ}04'41''W$  along said North line for 32.00 feet; thence run  $N86^{\circ}55'19''E$  along North line for 305.71 feet to the safe upland line of the Indian River; thence meander said safe upland line the following courses;  $S31^{\circ}33'01''E$  for 28.55 feet;  $S04^{\circ}05'19''W$  for 1.34 feet;  $S04^{\circ}05'19''W$  for 17.13 feet;  $S04^{\circ}05'19''W$  for 14.29 feet;  $S04^{\circ}16'18''W$  for 2.84 feet;  $S04^{\circ}16'18''W$  for 25.14 feet;  $S42^{\circ}11'59''W$  for 31.14 feet;  $S38^{\circ}39'28''W$  for 76.67 feet;  $S39^{\circ}43'35''W$  for 83.66 feet;  $S44^{\circ}03'W$  for 9.08 feet to the North line of said I.I.T.F. Dedication; thence run  $S86^{\circ}55'19''W$  along said North line for 315.15 feet to the Point of Curvature of a circular curve to the right having a radius of 23,113.13 feet; thence run Westerly along the arc of said curve through a central angle of  $01^{\circ}04'00''$  for 430.25 feet to the Point of Tangency of said curve; thence run  $S89^{\circ}18'48''W$  for 162.99 feet to the Point of Beginning, said parcel contains 4.49 acres, more or less.

And

Together with those lands described in Official Records Book 2309, Page 1265, Official Records Book 1082, Page 312, Official Records Book 1174, Page 506, and Official Records Book 832, Page 946.

And

Together with those lands described in Dedication No. 25177 (2328-05) from the State of Florida Board of Trustees of the Internal Improvement Trust Fund.