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3. Project Location: Street Address: 815 Highway A1A

City Satellite Beach County Brevard Zip Code: 32937

If the project is not located in a city, list the city nearest to the project site.

4. Legislative Districts in which the Project Site is located: *These should be the districts in which the proposed project site is located. If you are not sure of the districts, contact your local office of the Supervisor of Elections.*

State Senator Mike Hardopolis Senate District Number 18

State Representative Thad Altman House District Number 30

5. Congressional District in which the project is located:

U.S. Congressman Dave Weldon Congressional District Number 15

6. Briefly describe the physical characteristics of the project site. Include:

- **Land Resources:** 18.5 acres containing an 18-car parking area, outdoor shower head, non-handicapped-accessible dune crossover with access walkway, short mulched nature trail, and picnic facility.
- **Water Resources:** 2,800 feet of Atlantic Ocean shoreline, with rare and valuable coquina hardbottom along the low-water line.
- **Vegetation, Fish and Wildlife:** The park's shoreline has the highest nesting density for threatened and endangered sea turtles in North America outside the Archie Carr National Wildlife Refuge several miles to the south. The park also contains two endangered and one threatened plant species.

Historical/Archaeological Resources: None (based on FL Division of Historical Resources survey).

- **Previous Land Usage:** Except as natural habitat, 16.9 acres of the park have never been used. The County-owned portion (see "other pertinent information") has been used as a passive recreation area providing beach access (dune crossover) with limited parking.
- **Transportation Access:** Transportation access is very easy, since the park borders SR A1A (designated a State and Federal scenic highway, known as the Indian River Lagoon Scenic Highway), and abuts the recently-installed Brevard County Coastal Corridor Multi-Use Trail.
- **Other Pertinent Information:** The entirety of Hightower Beach Park consists of 18.5 acres of oceanfront public conservation land. Of this acreage, Brevard County owns the 1.6-acre central portion of the park in the vicinity of which are located the modest improvements cited above; Satellite Beach acquired 15.3 acres bracketing the County portion with Preservation 2000 grant funds; and the State of Florida TITF owns 1.6 acres on the north and south ends of these public conservation lands. In 2001 the City negotiated an agreement with the County (automatically renewed annually to extend 25 years into the future) to manage the County's portion of the park; this agreement also incorporates the County's management agreement with the State. As a condition of the Preservation 2000 grant award, Hightower Beach Park is restricted to public open space, limited recreation, and conservation use in perpetuity. The proposed project will fulfill these conditions. The boardwalk will enhance public access to the conservation lands without disturbing them, providing greater public access and better resource protection than the mulched nature trail now affords. Importantly, the restrooms included in the project will be the only such facilities accessible to the public within 0.5 mile of the beach access.

6. The project site shall be managed in a manner that protects and enhances habitat for listed wildlife species that utilize or could potentially utilize the Project Site, including marine sea turtles and shore birds. The FCT Recipient shall coordinate with the Department of Environmental Protection's Office of Protected Species Management on the management of the Project Site for the protection of listed species and listed species habitat. The FCT Recipient shall also conduct periodic surveys of listed species using the Project Site and develop informational signs relating to the protection of listed animal species and their habitat.

GAA\98-044-P8A
August 30, 1999

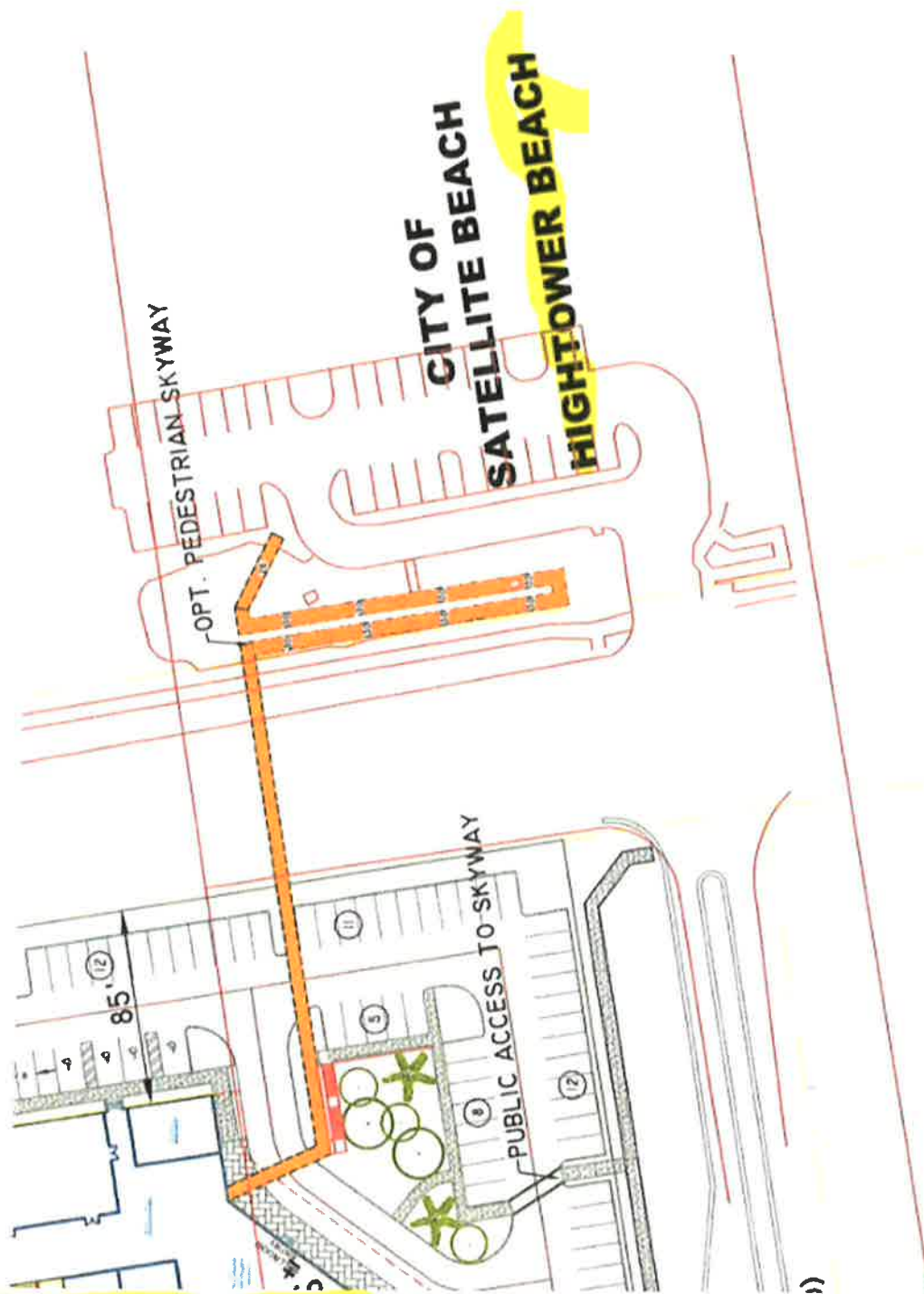
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7. Adjacent development activities shall be monitored through the development review and approval process to ensure that such activities do not negatively affect the resources on the Project Site. Vegetated buffers and height limitations shall be implemented as necessary to ensure that resources and planned outdoor recreation activities on the project site are sufficiently protected from the adverse impacts of adjacent land uses.

The area west of SR A1A has a zoning height limit of 25 feet for all structures and an orderly development pattern consisting of low-density residential uses, low-intensity commercial uses, institutional uses, and public facilities giving the area an open and uncongested character. There is no evidence of physical obsolescence or deterioration of structures and current codes adopted by the City and policies included in this comprehensive plan should help assure prevention of such conditions.



c. **Environmental Impact Statement:**

The existing site was previously developed as a military housing site and therefore the site contains no wetlands, watercourses or environmentally sensitive lands. The site lies outside of the limits of the FEMA 100 year flood plain. No environmental impacts related to wetlands or endangered species are anticipated.

LAND AND WATER CONSERVATION FUND PROGRAM

NOTICE OF LIMITATION OF USE/ SITE DEDICATION

This Notice of Limitation of Use/Site Dedication gives notice that the Real Property Identified in the project agreement and the boundary map, attached hereto as Exhibits "A" and "B," respectively (the "Property"), has been acquired by or developed with Federal financial assistance provided by the National Park Service of the Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1965, as amended. Pursuant to requirements of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary shall approve such conversion only if he finds it to be in accord with the existing Statewide Comprehensive Outdoor Recreation Plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

DEDICATOR

Kerry Stoms
Original signature

Kerry Stoms
Printed name

Recreation Director
Title

Louise A. Stevenson
Witness
Printed Name: Louise A Stevenson

Lynn M Gornto
Witness
Printed Name: Lynn M Gornto

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 7 by August, who is personally known to me or who produced personally known as identification.

Stamp:

FPS-A038
Revised (05/05)



Deborah Pitts
Notary Public, State of Florida



Parcel 1 (Official Records Book 301 Page 481)

[illegible]

The Southern 100 feet of the following described property

concerns, however, and, sometimes, a range of other environmental issues, it needs, also, providing input into the agencies to facilitate their work, direct and indirectly, through

The northern 100 feet of the southern 200 feet of the following described property:

The South Half of Government Lot 1 Fractional Section 26, Township 26 South, Range 37 East, Tallahassee Meridian, lying East of State Road A-1-A, less and except

175 of the Public Records of Brevard County, Florida:

26. Township 26 South, Range 37 East, Taborless Meridian, W/4 and E/4 South of the property described in Official Records Book 351 beginning at

Public Records of Broward County, Florida.

Coldest: 1888, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570

SEC 25
TODAY'S
MONDAY

Young Shinn, good learner 11/10/1919

Deed 1c/504
232 Third Ave

Deed 1c/504, FL 32114
This document prepared by:
Ann J. Wild
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

110698



CFN:99214822 11-03-99 09:06 am
OR Book/Page: 4086 / 2001

Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 12 #Names: 2
Trust: 6.50 Rec: 49.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

FLORIDA COMMUNITIES TRUST
P8A AWARD# 98-044-P8A
FCT Contract# 00-CT-FC-98-P8A-J1-044

GRANT AWARD AGREEMENT

THIS AGREEMENT is entered into this 22nd day of SEPTEMBER, 1999, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and CITY OF SATELLITE BEACH ("FCT Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 253, 259, and 380, Florida Statutes.

WHEREAS, Part III Chapter 380, Florida Statutes, the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs, which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans and in otherwise conserving natural resources and resolving land use conflicts by providing financial assistance to local governments to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 1 of the Florida Preservation 2000 Act provides for the distribution of ten percent (10%) of the net Preservation 2000 Revenue Bond proceeds to the Department of Community Affairs to provide land acquisition grants and loans to local governments through the FCT;

WHEREAS, the Governor and Cabinet authorized the sale and issuance of State of Florida Department of Natural Resources Preservation 2000 Revenue Bonds ("Bonds");

WHEREAS, the Bonds were issued as tax-exempt bonds, meaning that the interest on the Bonds is excluded from the gross income of Bondholders for federal income tax purposes;

WHEREAS, Rule 9K-4.010(2)(f), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding in accordance with Rule Chapter 9K-4, F.A.C.;

WHEREAS, the FCT has approved the terms under which the Project Site is acquired and the deed whereby the FCT Recipient acquires title to the Project Site shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund upon the failure of the FCT Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, such covenants and restrictions shall be imposed by an agreement which shall describe with particularity the real property which is subject to the agreement and shall be recorded in the county in which the real property is located; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to its acquisition with the FCT Preservation 2000 Bond award.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and FCT Recipient do hereby contract and agree as follows:

I. GENERAL CONDITIONS.

1. Upon execution and delivery by the parties hereto, the FCT Recipient shall cause this Agreement to be recorded and filed in the official public records of Brevard County, Florida, as referenced in the warranty deed(s) vesting fee simple title to the Project Site in the FCT Recipient, and in such manner and in such other places as FCT may reasonably request, and shall pay all fees and charges incurred in connection therewith.

2. The FCT Recipient and FCT agree that the State of Florida Department of Environmental Protection will forward this Agreement to Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax exempt status of the Preservation 2000 Bonds is not jeopardized, FCT and FCT Recipient shall amend the Agreement accordingly.

3. This Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT.

4. This Agreement and the covenants and restrictions contained herein shall run with the Property herein described and shall bind, and the benefits shall inure to, respectively, the FCT and the FCT Recipient and their respective successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

6. Any notice required to be given hereunder shall be given by personal delivery, by registered mail or by registered expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered mail.

FCT:

Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
ATTN: Executive Director

FCT Recipient:

City of Satellite Beach
565 Cassia Boulevard
Satellite Beach, FL 32937

ATTN: William A. Ryan
Finance Director

7. If any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.



II. PROJECT SITE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, FLORIDA STATUTES.

1. If any essential term or condition of this grant agreement is violated by the FCT Recipient or by some third party with the knowledge of the FCT Recipient and the FCT Recipient does not correct the violation within 30 days of notice of the violation, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund. The FCT shall treat such property in accordance with Section 380.508(4)(e), Florida Statutes.

2. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee, containing such covenants, clauses, or other restrictions as are sufficient to protect the interest of the people of Florida.

3. The interest, if any, acquired by the FCT Recipient in the Project Site will not serve as security for any debt of the FCT Recipient unless FCT approves the transaction.

4. If the existence of the FCT Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization which agrees to accept title to all interest in and to manage the Project Site.

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the FCT Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the FCT Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.



Notwithstanding any of the foregoing, FCT will have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

III. PROJECT SITE OBLIGATIONS IMPOSED BY FCT ON THE FCT RECIPIENT.

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for passive, natural resource-based public outdoor recreation which is compatible with the conservation, protection and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Project Plan as approved by FCT.

2. The FCT Recipient shall prepare and submit to FCT an annual report as required by Rule 9K-4.013, F.A.C.

3. The FCT Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the FCT Recipient's comprehensive plan is required to comply with this paragraph, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the FCT Recipient.

4. FCT Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

5. The FCT Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the FCT approved project plan.

6. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the FCT Recipient at the Project Site.

7. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and/or major land alterations shall require the written approval of FCT. The



approvals required from FCT shall not be unreasonably with-held by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the FCT Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

8. If archaeological and historic sites are located on the Project Site, the FCT Recipient shall comply with Chapter 267, Florida Statutes. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

9. The FCT Recipient shall ensure that the Project Site is identified as being publicly owned and operated as a passive, natural resource-based public outdoor recreational site in all signs, literature and advertising regarding the Project Site. The FCT Recipient shall erect a sign(s) identifying the Project Site as being open to the public and as having been purchased with funds from FCT and FCT Recipient.

IV. OBLIGATIONS INCURRED BY FCT RECIPIENT AS A RESULT OF BOND PROCEEDS BEING UTILIZED TO PURCHASE THE PROJECT SITE.

1. If the Project Site is to remain subject, after its acquisition by the State and the FCT Recipient, to any of the below listed activities or interests, the FCT Recipient shall provide at least 60 days written notice of any such activity or interest to FCT prior to the activity taking place, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax consequences of such activity or interest:

a. any lease of any interest in the Project Site to a non-governmental person or organization;

b. the operation of any concession on the Project Site to a non-governmental person or organization;

c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with a non-governmental person or organization;



d. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

e. a management contract of the Project Site with a non-governmental person or organization; and

f. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

2. FCT Recipient agrees and acknowledges that the following transaction, events, and circumstances may not be permitted on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law:

a. a sale of the Project Site or a lease of the Project Site to a non-governmental person or organization;

b. the operation of a concession on the Project Site by a non-governmental person or organization;

c. a sale of things attached to the Project Site to be severed from the Project Site to a non-governmental person or organization;

d. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;

e. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

f. a management contract of the Project Site with a non-governmental person or organization; and

g. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE FCT RECIPIENT AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE FCT RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.



V. CONDITIONS THAT ARE PARTICULAR TO THE PROJECT SITE AS A RESULT OF THE FCT APPROVED MANAGEMENT PLAN.

1. Outdoor recreational facilities including a boardwalk, observation platforms and interpretive displays shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the Project Site without causing harm to those resources.

2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust Preservation 2000 Program and the Recipient. Such recognition shall also be included in all printed literature and advertising associated with the Project Site.

3. Regularly scheduled and ongoing educational programs that promote the protection of natural resources shall be provided at the Project Site. The programs shall include guided walks and programs for school groups. ~~The existing structure on the Project Site shall be used as an environmental education center.~~ *mkj*

4. A survey of vegetative communities and plant species shall be conducted on the Project Site. The FCT Recipient shall detail how the survey shall be used during development of the site to ensure the protection, restoration, and preservation of the natural resources on the Project Site.

5. The beach dune, coastal strand and coastal scrub communities that occur on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these vegetative communities.

6. The Project Site shall be managed in a manner that protects and enhances habitat for listed wildlife species that utilize or could potentially utilize the Project Site, including marine sea turtles and shore birds. The FCT Recipient shall coordinate with the Department of Environmental Protection's Office of Protected Species Management on the management of the Project Site for the protection of listed species and listed species habitat. The FCT Recipient shall also conduct periodic surveys of listed species using the Project Site and develop informational signs relating to the protection of listed animal species and their habitat.



7. Adjacent development activities shall be monitored through the development review and approval process to ensure that such activities do not negatively effect the resources on the Project Site. Vegetated buffers and height limitations shall be implemented as necessary to ensure that resources and planned outdoor recreation activities on the project site are sufficiently protected from the adverse impacts of adjacent land uses.

8. An ongoing monitoring and control program for invasive exotic vegetation shall be implemented at the Project Site. The Exotic Pest Plant Council's List of Florida's Most Invasive Species shall be used to identify invasive exotic vegetation on the Project Site.

9. A vegetation analysis of the Project Site shall be performed to determine which areas of the site need prescribed burning or mechanical clearing to maintain natural fire-dependent vegetative communities. The development of a prescribed burn plan shall be coordinated with the Division of Forestry and Game and Fresh Water Fish Commission. A fire line shall be developed between any adjacent development and the Project Site.

10. The management of the Project Site shall be coordinated with the adjacent County Park and with the land managers of other conservation and preservation lands in the project area.

11. Prior to the commencement of any proposed development activities, measures will be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Department of State, Division of Historic Resources in order to prevent the disturbance of significant sites.

12. Pedestrian and bicycle access to the Project Site shall be promoted as an alternative to automobile transportation by providing pedestrian walkways and/or bicycle parking stands.

13. The Project Site shall be incorporated into an overall management program for the protection and enhancement of natural and recreational resources along the SR A-1-A Bike Trail.

14. The requirements imposed by other grant program funds that may be sought by the FCT Recipient for activities associated with the Project Site shall not conflict with the terms and conditions of the FCT award.



THIS GRANT AWARD AGREEMENT embodies the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Witness:

[Signature]
Witness Name: [Signature]
Witness Name: [Signature]

CITY OF SATELLITE BEACH

BY: Michael Crotty
Its: 9/13/99
Date: 9/13/99

Attest: Barbara Boyers
Deputy Clerk

Accepted as to Legal Form and Sufficiency:

Barbara Boyers
Date: 9/13/99

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 13 day of September, 1999, by Michael Crotty as City manager. He ~~She~~ is personally known to me.

OFFICIAL NOTARY SEAL
ANITA RICKS KIRBY
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC706622
MY COMMISSION EXP. JAN. 24, 2002

Anita R. Kirby
Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____



CFN:99214822
OR Book/Page: 4086 / 2010

FLORIDA COMMUNITIES TRUST

Janice D. Rubino
Witness Name:

Pamela J. Lufkin
Witness Name:

James Robinson, Asst. Sec.
Steven M. Seibert, Chair

Date: 9/22/99

Accepted as to Legal Form and
Sufficiency:

Ann J. Wild
Ann J. Wild, Trust Counsel.

Date: 9-30-99

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 22nd
day of September, 1999 by Steven M. Seibert, as Chair of the
Florida Communities Trust. He is personally known to me.



Janice D. Rubino
MY COMMISSION # CC795320 EXPIRES
December 10, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

Janice D. Rubino
Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____



CFN:99214822
OR Book/Page: 4086 / 2011

EXHIBIT "A"



CFN:99214822

OR Book/Page: 4086 / 2012

Parcel 10:

The South Half of Government Lot 1, Fractional Section 26, Township 26 South, Range 37 East, Tallahassee Meridian, lying East of State Road A-1-A, less and except parcels described in Official Records Book 301, Page 481, Official Records Book 3278, Page 1126, Official Records Book 3309, Page 2920, and Parcel No. 11, described in Official Records Book 3208, Page 0708, all of the Public Records of Brevard County, Florida.

Parcel 750:

A parcel of land lying in Fractional Section 26, Township 26 South, Range 37 East, Brevard County, Florida, described as follows: That part of Government Lot 2, Fractional Section 26, Township 26 South, Range 37 East, Tallahassee Meridian, lying East of State Road A-1-A, South of the property described in Official Records Book 301, page 481, and North of the property described as Parcel No. 10 in Official Records Book 3208, page 708, all of the Public Records of Brevard County, Florida.



WARRANTY DEED

Prepared by and return to:
M. Dean Nelson
Attorney at Law
232 Third Avenue
Daytona Beach, FL 32114

T 110698

Sandy Crawford
Clerk Of Courts, Brevard County
#Pgs: 6 #Names: 3 Serv: 1.00
Trust: 3.50 Rec: 25.00 Excise: 0.00
Deed: 26,600.00 Int Tax: 0.00
Mtg: 0.00

THIS INDENTURE, made this 1 day of November, 1999, between PARADISE BEACH DEVELOPMENTS, LTD., a/k/a PARADISE BEACH DEVELOPMENT, LTD, a Florida limited partnership, with its address being 320 S. Bumby, Orlando, Florida 32803,, hereinafter called the "Grantor", and the CITY OF SATELLITE BEACH, a municipality within Brevard County ("Local Government"), with its address being 565 Cassia Boulevard, Satellite Beach, Florida 32937, hereinafter called the "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 Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, grantee's successors and assigns forever, all of that certain land situate in Brevard County, Florida, to wit:

By acceptance of this warranty deed, grantee herein hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in that certain Grant Award Agreement recorded in Official Records Book - 4086, Page 2001, Public Records of Brevard County, Florida. These covenants and restrictions shall run with the Property herein described. If any of the covenants and restrictions of the Grant Award Agreement are violated by the grantee or by some third party with the knowledge of the grantee, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Fund of the State of Florida in accordance with the Grant Award Agreement without further notice to grantee, its successors and assigns, and grantee, its successors and assigns shall forfeit all right, title and interest in and to the Property described herein.



CFN:99214823

OR Book/Page: 4086 / 2014

Property Appraiser's Parcel Identification Number: 26-37-26-00-0010 as to Parcel 10, and 26-37-26-00-750 as to Parcel 750.

PARCEL 10:

The South Half of Government Lot 1, Fractional Section 26, Township 26 South, Range 37 East, Tallahassee Meridian, lying East of State Road A-1-A, less and except parcels described in Official Records Book 301, page 481, Official Records Book 3278, page 1126, Official Records Book 3309, page 2920, and Parcel No. 11, described in Official Records Book 3208, page 708, of the Public Records of Brevard County, Florida, subject to a lift station easement, as described in Official Records Book 1362, page 175 of the Public Records of Brevard County, Florida.

PARCEL 750:

A parcel of land lying in fractional Section 26, Township 26 South, Range 37 East, Brevard County, Florida, described as follows: That part of Government Lot 2, fractional Section 26, Township 26 South, Range 37 East, Tallahassee Meridian, lying east of State Road A-1-A, South of the property described in Official Records Book 301, beginning at Page 481, of the Public Records of Brevard County, Florida, and North of the property described as parcel No. 10 in Official Records Book 3208, beginning at Page 708, of the Public Records of Brevard County, Florida.

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 reimposed.

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

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



CFN:99214823

OR Book/Page: 4086 / 2015

Signed, sealed and delivered
in our presence:

PARADISE BEACH DEVELOPMENTS,
LTD., a/k/a PARADISE BEACH
DEVELOPMENT, LTD., a Florida
limited partnership

WITNESSES:

Holly Chapman
HOLLY R. CHAPMAN

Printed signature as to
M. Dean Nelson

By: M. Dean Nelson
M. Dean Nelson
General Partner

Nicholas J. Mergo
NICHOLAS J. MERGO

Printed signature as to
M. Dean Nelson

William R. Poorbaugh
PERCISANN W. REITZEL
Printed signature as to
William R. Poorbaugh

By: William R. Poorbaugh
William R. Poorbaugh
General Partner

Ronald L. Jackson
RONALD L. JACKSON
Printed signature as to
William R. Poorbaugh

By: R. L. Poorbaugh
R. L. Poorbaugh
General Partner

Nicholas J. Mergo
NICHOLAS J. MERGO
Printed signature as to
R. L. Poorbaugh

Holly Chapman
HOLLY R. CHAPMAN
Printed signature as to
R. L. Poorbaugh

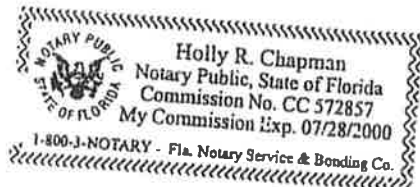


CFN:99214823

OR Book/Page: 4086 / 2016

Carol HarwoodCarol HarwoodPrinted signature as to
William D. Gunter, Jr.By: William D. Gunter, Jr.
William D. Gunter, Jr.
General PartnerBarbara F. PoundBARBARA F. POUNDPrinted signature as to
William D. Gunter, Jr.Percisann W. ReitzePERCISANN W. REITZEL
Printed signature as to
Francis L. JacksonBy: Francis L. Jackson
Francis L. Jackson
General PartnerRonald L. Jackson
RONALD L. JACKSON
PERCISANN W. REITZELPrinted signature as to
Francis L. JacksonSTATE OF FLORIDA
COUNTY OF VOLUSIAOn this 6th day of October, 1999, the foregoing instrument was acknowledged before me by M. DEAN NELSON, General Partner on behalf of PARADISE BEACH DEVELOPMENTS, LTD., a/k/a PARADISE BEACH DEVELOPMENT, LTD., a Florida limited partnership. He is personally known to me and did take an oath.Holly R. ChapmanNotary Public, State of Florida
My commission expires:HOLLY R. CHAPMAN
Printed signature

Commission No.: _____





CFN:99214823

OR Book/Page: 4086 / 2017

STATE OF FLORIDA

COUNTY OF Pinellas

On this 19 day of October, 1999, the foregoing instrument was acknowledged before me by WILLIAM R. POORBAUGH, General Partner on behalf of PARADISE BEACH DEVELOPMENTS, LTD., a/k/a PARADISE BEACH DEVELOPMENT, LTD., a Florida limited partnership. He is personally known to me and did take an oath.

Susan W. Reitzel
Notary Public, State of Florida
My Commission Expires:

Percisann W. Reitzel
Printed signature

Commission No.:



PERCISANN W. REITZEL
My Comm Exp. 12/18/2000
Bonded By Service Ins
No. CC585956

[] Personally Known [] Other I. D.

STATE OF FLORIDA

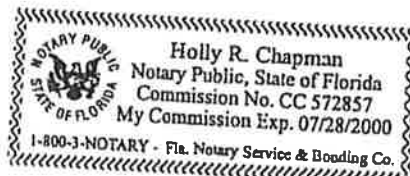
COUNTY OF Volusia

On this 19 day of OCTOBER, 1999, the foregoing instrument was acknowledged before me by R. L. POORBAUGH, General Partner on behalf of PARADISE BEACH DEVELOPMENTS, LTD., a/k/a PARADISE BEACH DEVELOPMENT, LTD., a Florida limited partnership. He is personally known to me and did take an oath.

Holly R. Chapman
Notary Public, State of Florida
My Commission Expires:

Printed signature

Commission No.:





CFN:99214823

OR Book/Page: 4086 / 2018

STATE OF FLORIDA
COUNTY OF Leon

On this 12 day of October, 1999, the foregoing instrument was acknowledged before me by WILLIAM D. GUNTER, JR., General Partner on behalf of PARADISE BEACH DEVELOPMENTS, LTD., a/k/a PARADISE BEACH DEVELOPMENT, LTD, a Florida limited partnership. He is personally known to me and did take an oath.

Manuela B. Stokes
Notary Public, State of Florida
My Commission Expires:

Manuela B. Stokes
Printed signature

Commission No.: _____

MANUELA B. STOKES
Notary Public, State of Florida
My comm. exp. May 21, 2003
Comm. No. CC822574

STATE OF FLORIDA
COUNTY OF ORANGE

On this 17 day of October, 1999, the foregoing instrument was acknowledged before me by FRANCIS L. JACKSON, General Partner on behalf of PARADISE BEACH DEVELOPMENTS, LTD., a/k/a PARADISE BEACH DEVELOPMENT, LTD., a Florida limited partnership. He is personally known to me and did take an oath.

Francis L. Reitzel
Notary Public, State of Florida
My Commission Expires:

FRANCIS L. REITZEL
Printed signature

Commission No.: _____

Notary Public, State of Florida
My Commission Expires: May 21, 2003
Comm. No. CC822574

SR 404 Pineda Causeway



Project Location

Patrick Dr

Hightower Beach Park

City of Satellite Beach

Banana River

Samson's
Island
Nature
Park

Jackson Avenue

Atlantic Ocean

City
Hall

Cassia Boulevard

De Soto Parkway

Sports
& Rec
Park

Directions to Hightower Beach Park

The street names which appear in these directions are the same as those posted on area street signs.

From I-95:

Take Exit 72 east (SR518, Eau Gallie Boulevard). Go approximately 8 miles until the road deadends at SR A1A (at third traffic light after you cross the Eau Gallie Causeway bridge over the Indian River).

Turn left (north) on SR A1A. Go 3.9 miles to the entrance to Hightower Beach Park (on the right/east) at the traffic signal for Patrick Drive.

SR 518 Eau Gallie Causeway

Location Map

LWCF

COUNTY: Brevard

GRANTEE	Satellite Beach, City of	PROJNO	12-00541
PROJNAME	Hightower Beach Park Improv.	CONTNO	LW541
LIAISON	Ms. Kerry Stoms	TYP	Dev
TITLE	Recreation Director	FUND:SRQST	\$200,000.00
AGENCY		EXECUTION DATE:	
STREET	565 Cassia Boulevard	COMPLETION DATE:	
STREET2		FEDERAL TER	
CITY	Satellite Beach	FLORIDA	32937
PHONE	321/773-6458	FAX	

CONTACT:

11/9/09

Project No **LW541**

Date Entered **11/3/2006**

Project Desc **Hightower Beach Park Improvements**

Org Code **37500301000**

Park Name **Satellie Beach, City of**

Project Status **CLOSED**

Project Total **\$200,000.00**

Project Balance **\$0.00**

Project Allotments

Category	140001-07	Project Category Total		\$200,000.00	
Project Allotment	\$200,000.00	Remaining Project Category Balance		\$0.00	
Date	11/3/2006				
Allotment Status					
EO	QE	Fund	339074	Org Code	37500301000
Notes					
Samas Detail					
Adjustments					

Other Encumbrance

Contract/PO No	LW541	Project No	LW541
Description	2		
Date	11/3/2006	Original Amount	\$200,000.00
Vendor Name	City of Satellite Beach		
Status	POST	Samas Detail	37500301000
Notes			
Minority	<input type="checkbox"/>		

Contract Total \$200,000.00
Current Balance \$0.00

Other Encumbrance Contract Category Balances		
Category	Total	Balance
140001-07	\$200,000.00	\$0.00

Breakdown Category	Amount	EO	Fund	Org Code
1001-07	\$200,000.00	QE	339074	37500301000

Adjustments

Payments Invoice No	Date	Category	Amount	EO	Fund	Org Code	Samas Detail
VF05338	5/27/2009	140001-07	\$133,881.53	QE	339074	37500301000	37500301000
VF02648	11/9/2009	140001-07	\$66,118.47	QE	339074	37500301000	37500301000



LWCF POST COMPLETION FILE CHECKLIST

- ✓ 1. Final and Post Completion Inspection Reports
- ✓ 2. List of As-Built Elements and Facilities (Development Only)
- ✓ 3. Maps: Vicinity & Location, Written Driving Instructions
- ✓ 4. State Grant/Agreement & Amendments
- ✓ 5. Federal Grant/Agreement & Amendments
- N/A 6. Construction Schedule for development of project
- ✓ 7. Completion Certificate
- ✓ 8. State/Local Notice of Limitation of Use
- ✓ 9. Site Plan: As-Built site plan for development OR a site plan of facilities to be constructed for Acquisition (Development Only)
- ✓ 10. Project Boundary Map with Legal Description (if changed)
- ✓ 11. Site Control Document
- ✓ 12. Site Pictures
- ✓ 13. State Application, pages 1-3
14. FCO Financial Documents

LAND AND WATER CONSERVATION FUND PROGRAM
COMPLIANCE CERTIFICATION FORM

I certify that the project (s) listed below are within our jurisdiction and have been developed according to the LWCF Project Agreement and are in compliance. We are aware and understand the Post Completion Responsibilities as outlined in **Chapter 675.9** of the Land and Water Conservation Fund (LWCF) Program Manual.

Grantee

Project Name

Project No.

City of Satellite Beach

LWCF #12-00154

Hightower Beach Park Renovations

Failure to comply with the regulations governing the LWCF program with respect to a project may result in sanctions against the grant recipient and the State of Florida. LWCF program assisted areas may not be converted without prior consent of the National Park Service.

Kerry Storer

Grantee Signature

October 27, 2009

Date

Please mail or fax to: Office of Information and Recreation Services
3900 Commonwealth Boulevard MS 585
Tallahassee, Florida 32399
Phone: (850) 245-2501
FAX: (850) 245-3038

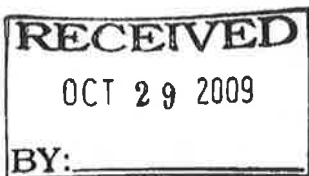
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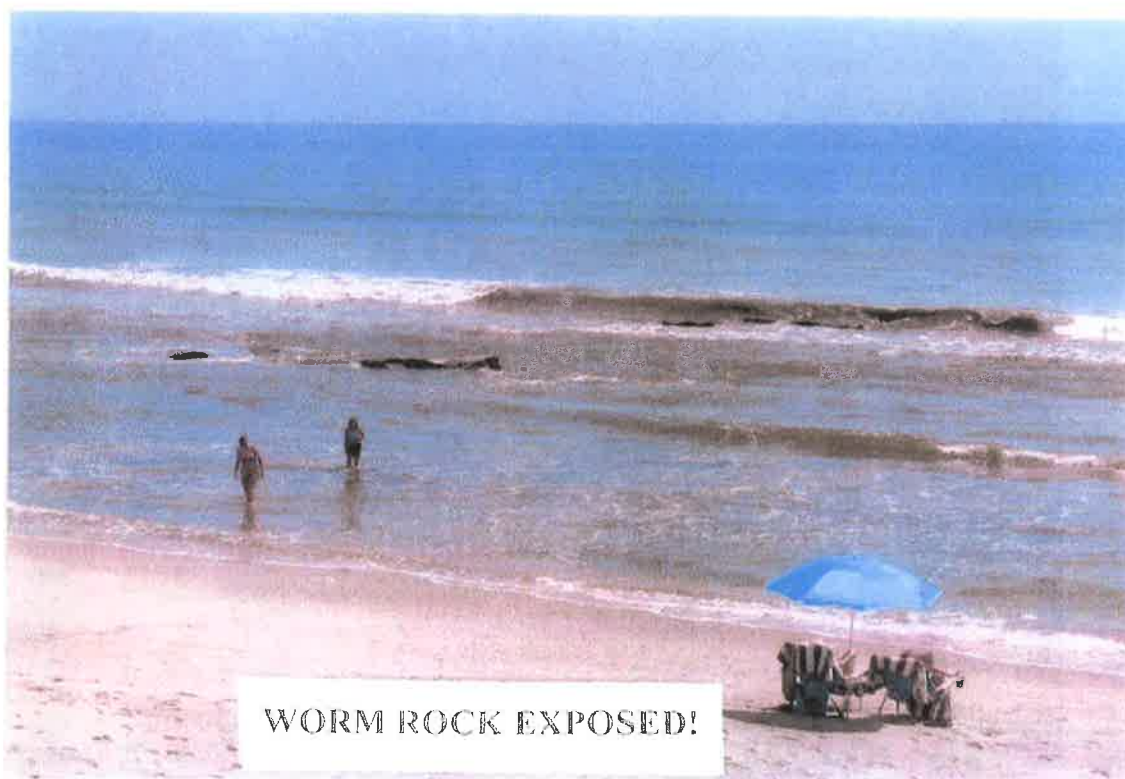


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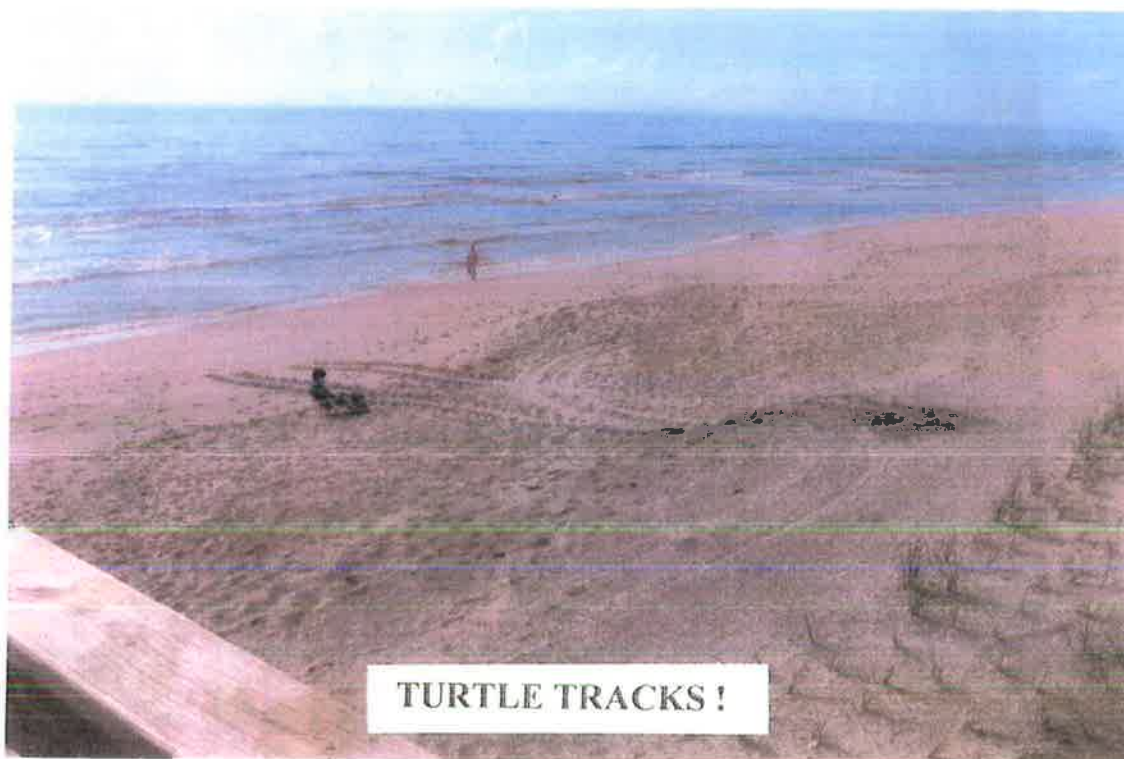
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TURTLE TRACKS !

FEATURED CREATURE:
RIGHT WHALE

In the winter months, it is possible to spot North Atlantic right whales off the coast of Florida. There are only about 400 right whales in the North Atlantic and they migrate between feeding grounds in the Gulf of Maine and their calving grounds in Georgia & Florida.

North Atlantic right whales are readily distinguished by white callosities on the head, a broad back without a dorsal fin, short, stubby black flippers, and a V-shaped blow. Their bodies are dark gray or black and they have a highly arched jawline.

BREACHING

IN SHALLOW WATER

HOW YOU CAN HELP!

REPORT
Immediately report injured, dead or entangled right whales to The U.S. Coast Guard by VHF Ch. 16 or by calling 1-888-97-WHALE

IF YOU SEE A RIGHT WHALE WHILE BOATING
Operate your vessel at slowest possible safe speed. Stay at least 500 yards away from the whale at all times. If a right whale approaches your vessel, move away slowly.

TO PREVENT COLLISIONS WITH BOATS
Report whale sightings to The U.S. Coast Guard by VHF Ch. 16 or by calling 1-888-97-WHALE

TAKE YOUR TRASH WITH YOU!

DEP Contract Review Form

DEP Contract No.: LW541		Original Contract: X		Amendment No.:								
Prog Reference:		Change Order No:		Funding Increment Increase No.:								
<table border="1"> <tr> <td>Type:</td> <td>Services</td> <td>Grant</td> <td>X</td> <td>Commodities</td> <td>Concession</td> <td>Other</td> </tr> </table>						Type:	Services	Grant	X	Commodities	Concession	Other
Type:	Services	Grant	X	Commodities	Concession	Other						
DMS Class/Group: 991-670		Procurement Method: Government Entity										
Are Federal Funds Supporting this Contract? No If yes, specify federal grant and CFDA No. below. If the answer to the above was "No", are the State funds supporting this Contract being used as match to a federal grant? Yes If yes, specify the federal grant and CFDA below. Federal Grant: Land and Water Conservation Fund CFDA: 15.916												
Are equipment purchases authorized under this Contract? No Will DEP retain ownership? No Are land purchases authorized under this Contract? No Will DEP/BOT retain ownership? No												
Minority Business Utilization Information for the Contractor: Certified Minority Business? Category: Registered Minority Business? Category:												
Contract Period: Begin Date: <u>November 3, 2006</u> End Date: <u>November 30, 2009</u> Method of Payment: <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Fixed Price <input type="checkbox"/> Fee Schedule <input type="checkbox"/> Advance Payment												
Subject/ Brief Description of Contract: The Land and Water Conservation Fund will promote outdoor recreation in the State of Florida. These funds were made available to the State of Florida through the Department of Interior, National Park Service.												
Note: For projects containing an object code of 75XXXX, the CSFA and Recipient Type must be completed.												
Specify County where work is being performed: Brevard Journal Transfer Information (29 digit account code, if applicable):												
Ceiling Amount:	Current Funding Amt:	YR	Category	Obj Code	Rec Type							
3750 0301 000	QE	339074	140001-07	290081	C							
Contract Management Information:		Division/District: Recreation and Parks		Bureau/Office: Office of Information and Recreation Services								
Contract/Project Manager:		A. Diane Langston		Telephone No. of Manager: (850) 245-2501 MS#: 585								
Contract Review		Approved By - Signature		Date Approved								
Contract Manager:		<i>[Signature]</i>		9/18/06								
Budget Representative:		<i>[Signature]</i>		9/18/06								
Bureau Chief:		<i>[Signature]</i>		9/18/06								
Div/District Director:												
Quality Assurance:												
Contracts Administrator:												
General Counsel*:												
Division/District IRM:												
Department CIO:												
Identify Delegation of Authority for Person Executing Contract: Reviewer Comments:												

*Review/approval by the Office of General Counsel not required for state funded activities which utilize DEP 55-205 and are not in excess of Purchasing Category Three.

FEDERAL SUBRECIPIENT AND VENDOR DETERMINATION CHECK
(use when funding is Federal or Federal/State match)

Grant Number: LW167

Prepared by: A. Diane Langston

CFDA Number: 37017

Date: 9-18-06

Subrecipient and Vendor Determinations

- (a) **General:** An auditee may be a recipient, a subrecipient, and a vendor. Federal awards expended as a recipient or a subrecipient would be subject to audit under this part. The payments received for goods or services provided as a vendor would not be considered Federal awards. The guidance in paragraphs (b) and (c) of this section should be considered in determining whether payments constitute a Federal award or a payment for goods and services.

SUBRECIPIENT (check YES or NO for each statement)

- (b) **Federal Award:** Characteristics indicative of a Federal award received by a subrecipient are when the organization:

<u>YES</u>	<u>NO</u>	
<u> </u>	<u> X </u>	1. Determines who is eligible to receive what Federal financial assistance.
<u> X </u>	<u> </u>	2. Has its performance measured against whether the objectives of the Federal program are met.
<u> X </u>	<u> </u>	3. Has responsibility for programmatic decision-making.
<u> X </u>	<u> </u>	4. Has responsibility for adherence to applicable Federal program compliance requirements.
<u> </u>	<u> X </u>	5. Uses the Federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity.

VENDOR (check YES or NO for each statement)

- (c) **Payment for goods and services:**

<u>YES</u>	<u>NO</u>	
<u> </u>	<u> X </u>	1. Provides the goods and services within a normal business operation.
<u> </u>	<u> X </u>	2. Provides similar goods and services within normal business operation.
<u> </u>	<u> X </u>	3. Operates in a competitive environment.
<u> </u>	<u> X </u>	4. Provides goods or services that are ancillary to the operation of the Federal program.
<u> </u>	<u> X </u>	5. Is not subject to compliance requirements of the Federal program.

- (d) **Use of judgment in making determination.** There may be unusual circumstances or exceptions to the listed characteristics. In making the determination of whether a subrecipient or vendor relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be present and judgment should be used in determining whether an entity is a subrecipient or vendor.

Determination (Check one): Subrecipient: X Vendor:

DEP Contract No. LW541

By: A. Diane Langston
Grant Manager

Date: 9-18-06

12-00541

(LWCF Project Number)

LW541

DEP Contract Number

CFDA Number: 15.916

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
LAND AND WATER CONSERVATION FUND PROGRAM
FY 2006 - 2007
PROJECT AGREEMENT - DEVELOPMENT

This Project Agreement is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter called the "Department"), and the CITY OF SATELLITE BEACH, whose address is 565 Cassia Boulevard, Satellite Beach, Florida, 32937 (hereinafter called the "Grantee"), a local government, in furtherance of the Hightower Beach Park Improvements project, an approved outdoor recreation project.

WHEREAS, the Department receives funds for the purpose of passing through the agency as grants to other entities in accordance with Section 375.021(4), Florida Statutes; and,

WHEREAS, Chapter 375, Florida Statutes, further authorizes the Department to receive grants for outdoor recreation and conservation; and,

WHEREAS, the Grantee has submitted Project Application number 32, which has been approved by the Department.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Department and Grantee do hereby agree as follows:

1. This Project Agreement shall be effective upon execution of this Project Agreement and end no later than three (3) years from the date of Agreement execution, inclusive. The Project Agreement shall be performed in accordance with Chapter 62D-5, Part VII, Florida Administrative Code, effective July 15, 2001 (hereinafter called the Rule); the Land and Water Conservation Fund (LWCF) Act of 1965, Public Law 88-578, 78 Stat 897, as amended, (hereinafter called the Program); and with general provisions for such agreements prescribed by the United States Department of the Interior (hereinafter called the USDOl) in the LWCF Grants-in-Aid Manual, (hereinafter called the Manual) including the CFRs referenced below. The Manual refers to the code of federal regulations (CFRs) applicable to this Agreement. The following table identifies several of the key CFRs addressed in the Manual, but does not limit the Grantee to compliance with only the CFRs identified in the table.

CFR Cite	Title
36 CFR 59	Land and Water Conservation Fund Program Assistance to States; Post-Completion Compliance Responsibilities
36 CFR 800.8	Coordination With the National Environmental Policy Act
43 CFR 12	Administrative and Audit Requirements and Cost Principles for Assistance Programs
43 CFR 17	Nondiscrimination in Federally Assisted Programs of the Department of Interior

The Grantee agrees to become familiar with all provisions and comply with the Rule and Manual, including the above-stated provisions of the CFR, which are incorporated into this Project Agreement by reference, as if fully set forth herein. In the event a dispute should arise between the parties concerning the intent of any language herein contained, the same shall be resolved by the adoption of that meaning which furthers the intent and purpose of the LWCF Act of 1965 and the general provisions governing this Project Agreement as set forth in the Manual. No construction shall be contrary to the requirements of any Act of Congress or of the regulations of the Secretary of the Interior.

2. The Department has found that public outdoor recreation is the primary purpose of the project known as Hightower Beach Park Improvements (Land and Water Conservation Fund, LWCF Project Number 12-00541), hereinafter called the Project, and enters into this Project Agreement with the Grantee for the development of that real property, the legal description of which shall be submitted to the Department as described in the Land and Water Conservation Fund Program Approved Project Documentation Form, DEP Form FPS-A048. The approved Project Application, which includes the Project Elements (description of project, detailed budget, and anticipated deliverables), is incorporated into this Project Agreement by reference as if fully set forth herein. The "approved Project Application" includes only those Project Elements approved by the Department and does not include proposed elements not approved by the Department. Any revisions to the Project Elements as set forth in the approved Project Application must be formally requested by the Grantee and, if agreed upon by the Department, the modifications will be reduced to writing in an amendment to this Agreement.
3. The Grantee shall construct, or cause to be constructed, specified public outdoor recreation facilities and improvements consisting of the following Project Elements: hiking/nature trail boardwalk, observation area, picnic facilities, beach access path, rest rooms, and renovation of nature trail, picnic facility, parking and other related support facilities.
4. The Project Elements identified in Paragraph 3 herein shall be designed and constructed substantially in accordance with the conceptual site development plan contained in the Project Application. Project Site facilities shall be attractive for public use, and generally consistent and compatible with the environment. Plans and specifications for Project Site improvements and facilities shall be in accord with current and established engineering and architectural standards and

practices. Emphasis should be given to the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. This site development plan may be altered by the Grantee, only after written approval by the Department. Any and all utility lines installed within the park shall be placed underground. The Grantee shall have the final site development plan (site engineering and architectural) prepared by a registered architect or engineer licensed in accordance with the laws of the State of Florida.

5. A. The Department shall pay the Grantee on a reimbursement basis the eligible Grant amount not to exceed \$200,000.00, which will pay said federal Program's share of the cost of the Project. Program funding limits are based upon the following:

Total Department (federal) Program Amount	\$200,000.00
Grantee Match Amount	\$200,000.00
Total Project Cost	<u>\$400,000.00</u>

Type of Match (Cash and/or In-kind Services)

- B. Within sixty (60) days after receipt of the request, the Department's Grant Manager shall review the completion documentation and payment request from the Grantee for the Project. If the documentation is sufficient and meets the requirements of the Land and Water Conservation Fund Program Required Project Completion Documentation Form, DEP Form FPS-A051, referenced in s. 62D-5.073(7)(e)2, F.A.C., the Department will approve the request for payment.
6. In addition to the invoicing requirements contained in paragraph 5 above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information when requested must be provided within 30 calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Florida Department of Financial Service's Reference Guide for State Expenditures at www.dbf.state.fl.us/aadir/reference_guide and allowable costs for federal programs can be found under 48 CFR Part 31 at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html> and OMB Circulars A-87, A-122, A-21, at <http://www.whitehouse.gov/omb/circulars/index.html#numerical>.
7. Reimbursement for travel expenses is not authorized under this Project Agreement.

8. The Grantee agrees to comply with the Division of Recreation and Parks' Grant and Contract Accountability Procedure, hereinafter called the Procedure and incorporated into this Project Agreement by reference as if fully set forth herein. All purchases of goods and services for accomplishment of the Project shall be secured in accordance with the procurement requirements specified in 43 CFR 12.76. Expenses representing the Project costs, including the required matching contribution, shall be reported to the Department and summarized on certification forms provided in the Procedure. The Department and Grantee agree to use the Procedure guidelines in accounting for LWCF funds disbursed under the Project. The parties further agree that the principles for determining the eligible costs, supporting documentation and minimum reporting requirements of the Procedure shall be used.
9. Allowable indirect costs as defined in the Procedure shall not exceed 15% of the Grantee's eligible salaries/wages. Indirect costs that exceed 15% must be approved in advance in writing by the Department to be considered eligible Project expenses.
10. Project funds may be reimbursed for eligible Preagreement Expenses (as defined in s. 62D-5.069(31) of the Rule) incurred by Grantee prior to execution of this Project Agreement as set forth in s.62D-5.073(2) of the Rule. The Department and the Grantee fully understand and agree that there shall be no reimbursement of Project funds by the Department for any expenditure made prior to the execution of this Project Agreement with the exception of the following expenditures which meet the requirements of the foregoing sections of the Rule.

Preagreement Costs Approved:

Description of Work Performed	Amount Approved
None	0
Total Preagreement Costs Approved:	0

11. A. Prior to commencement of Project development, the Grantee shall submit the documentation required by the Land and Water Conservation Fund Program Required Project Commencement Documentation Form, DEP Form FPS-A050, referenced in s. 62D-5.073(7)(e) of the Rule, to the Department. Upon determining that the documentation complies with the Rule, the Department will give written notice to Grantee to commence the development and approve the request for payment.
- B. If Grantee does not have any of the documents incorporated by reference in this Agreement, Grantee shall obtain them from the Department or other official source.

12. The Grantee shall obtain all required local, state and federal permits and approvals prior to commencement of Project construction and shall certify that it has done so to the Department by completing the Land and Water Conservation Program Project Permitting Certification, DEP Form FPS-A052, referenced in s. 62D-5.073(7)(e)(1) of the Rule.
13. The Grantee shall complete all Project construction by the completion date established in paragraph 1, above.
14. Project completion means the Project is open and available for use by the public. The Project must be completed prior to release of final reimbursement.
15.
 - A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
 - B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
 - C. Records for equipment acquired with federal funds shall be retained for five years following final disposition.
16. In addition to the provisions contained in Paragraph 15 above, the Grantee shall comply with the applicable provisions contained in **Attachment A**, Special Audit Requirements, attached hereto and made a part hereof. A revised copy of **Attachment A**, Exhibit-1, must be provided to the Grantee with each amendment which authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the Project Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment A**. If the Grantee fails to receive a revised copy of **Attachment A**, Exhibit-1, the Grantee shall notify the Department's Grant Manager at 850/245-2501 to request a copy of the updated information.
17. Following receipt of an audit report identifying any reimbursement due the Department for the Grantee's noncompliance with this Project Agreement, the Grantee will be allowed a maximum of thirty (30) days to submit additional pertinent documentation to offset the amount identified as being due to the Department. The Department, following a review of the documentation submitted by the Grantee, will inform the Grantee of any reimbursement due the Department.

18. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Project Agreement.
19. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this Project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Florida Workers' Compensation law, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of those employees not otherwise protected.
20. The purchase of non-expendable equipment is not authorized under the terms of this Agreement.
21. The Department's Grant Manager for the purpose of this Project Agreement, or successor, shall be responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The Grantee's Liaison Agent (also known as Grantee's Grant Manager), as identified in the Project Application, or successor, shall act on behalf of the Grantee relative to the provisions of this Project Agreement. The Grantee's Liaison Agent, shall submit to the Department signed Project status reports every ninety (90) days summarizing the work accomplished, problems encountered, percentage of completion, and other information which may be requested by the Department. Photographs to reflect the construction work accomplished shall be submitted when the Department requests them. Any and all notices shall be deemed effective and sufficient if sent via U.S. mail, facsimile (fax), electronic mail, or by hand-delivery to the parties at the following addresses:

Grantee's Liaison Agent

Name: Ms. Kerry Stoms, Recreation Director
Entity: City of Satellite Beach
Address: 565 Cassia Boulevard
City, State, Zip: Satellite Beach, FL 32937
Phone: 321/773-6458
SunCom Phone:
Fax: 321/777-5207
SunCom Fax:
Email: kstoms@satellitebeach.org

Department's Grant Manager

Name: A. Diane Langston, or successor
Entity: Florida Department of Environmental
Protection
Address: 3900 Commonwealth Boulevard, MS585
City, State, Zip: Tallahassee, Florida 32399-3000
Phone: (850) 245-2501
SunCom Phone: 205-2501
Fax: (850) 245-3038
SunCom Fax: 205-3038
Email: diane.langston@dep.state.fl.us

22. Prior to final reimbursement, the Grantee must erect a permanent information sign on the Project site which credits Project funding or a portion thereof, from the Land and Water Conservation Fund Program through the USDOl and the Department.
23. The Department and USDOl have the right to inspect the Project and any and all records related thereto at any reasonable time.
24. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
25. Prior to the closing of the Project the Department shall have the right to demand a refund, either in whole or in part, of the LWCF funds provided to the Grantee for non-compliance with the material terms of this Project Agreement. The Grantee, upon such written notification from the Department, shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated and determined pursuant to Section 55.03(1) of the Florida Statutes. Interest shall be calculated from the date(s) of payment(s) to the Grantee by the Department to the date repayment is made by Grantee. After closing of the Project, the Grantee may not repay the funds but shall go through the conversion process described by the Manual and the Rule.
26. If the United States, acting through the USDOl, the Secretary of the Interior, or any other branch of the government of the United States, acting within the scope of its lawful authority, should for any reason demand a refund from the Department, in whole or in part, of the funds provided to the Grantee under the terms of this Project Agreement, the Grantee, upon notification from the Department, agrees to pay the refund and will forthwith repay directly to the Department the amount of money demanded.
27. The Grantee shall comply with all federal, state and local laws, rules, regulations and ordinances in developing this Project. The Grantee acknowledges that this requirement includes compliance with all federal, state and local health and

safety rules and regulations including all applicable building codes. The Grantee further agrees to ensure that the Grantee's contract will include the requirements of this paragraph in all subcontracts made to perform this Project Agreement.

28. Competitive open bidding and purchasing for construction of said Project facilities or improvements shall comply with all applicable laws and the Manual. Following completion of Project construction, the Grantee's Liaison Agent shall provide the Department with a statement certifying that all purchases or contracts for construction were competitively bid pursuant to applicable law and the Manual.
29. If asphalt paving is required for the Project it shall conform to the Florida Department of Transportation's specifications for road and bridge construction. Bid specifications, contracts and/or purchase orders of the Grantee must specify thickness of asphalt and square yards to be paved.
30. By acceptance of the provisions of this Project Agreement, the Grantee does hereby agree to dedicate the Project Site and all land within the Project boundaries, identified in Paragraph 2 herein, in perpetuity as an outdoor recreation site for the use and benefit of the public, as stated in s. 62D-5.074(1) of the Rule. Execution of this Project Agreement by the Department shall constitute an acceptance of said dedication on behalf of the general public of the State of Florida. The Grantee represents that it has sufficient site control to enable this dedication. The dedication must be promptly recorded in the county's official public records by the Grantee and Grantee shall provide a certified copy to the Department.
31. The Grantee agrees to operate and maintain the Project site as stated in s. 62D-5.074(2) of the Rule. The Project site, Project-related facilities, and any future outdoor recreation facilities developed on the Project site shall be open to the general public for outdoor recreation use, maintained in accordance with applicable health and safety standards, and kept in good repair to prevent undue deterioration and provide for safe public use. The Grantee covenants that it has full legal authority and financial ability to develop, operate and maintain said Project-related facilities and improvements as specified within the terms of this Project Agreement. The Grantee shall obtain Department approval prior to any and all current or future development of facilities on the Project site, if said development is not described in Paragraph 3 herein.
32. **The Grantee shall not, for any reason, convert all or any portion of the park for any purpose other than public outdoor recreation without prior approval of the USDOl and the Department pursuant to Section 6(f)(3) of the LWCF Act, the Manual, and s. 62D-5.074(3) of the Rule.**
33. Failure to comply with the provisions of the Rule or the terms and conditions of this Agreement will result in cancellation of the Project Agreement by the Department. The Department shall give the Grantee in violation of the Rule or this Project Agreement a notice in writing of the particular violations stating a reasonable time to comply. If the Grantee does not comply or obtain and

extension of time within the time period stated in the notice, this Project Agreement shall be automatically terminated.

34. In the event of conflict in the provisions of the Rule, the Project Agreement and the Project Application, the provisions of the Rule shall control over this Project Agreement and this Project Agreement shall control over the Project Application documents.
35. If the Department determines that site control is not sufficient under the Rule or has been compromised, the Department shall give the applicant a notice in writing and a reasonable time to comply. If the deficiency cannot be reasonably corrected within the time specified in the notice, the Department shall cancel this Project Agreement.
36. In accordance with the LWCF Act, Program funds will be made available contingent upon an annual appropriation to each State by Congress. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation of spending authority by the Florida Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
37.
 - A. The Grantee certifies that no Federal appropriated funds have been paid or will be paid by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit **Attachment B, Form DEP 55-221**, effective January 2001, "Disclosure of Lobbying Activities" (attached hereto and made a part hereof), and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. (43 CFR Part 18)
 - B. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
38.
 - A. No person on the grounds of race, religion, creed, color, national origin, age, sex, marital status or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Project Agreement.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit

bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

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39. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of s. 768.28, Florida Statutes, and other statutes that provide immunity to the Department or the State.
40. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, or Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
41. A. In accordance with Executive Order 12549, Debarment and Suspension (43 CFR Part 12.100-510), the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by USDOL to the Department.
- B. Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return a copy of the form entitled "Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions", attached hereto and made a part hereof as **Attachment C**.
- C. As required by paragraphs A and B above, the Grantee shall include the language of this section, and **Attachment C** in all subcontracts or lower tier agreements executed to support the Grantee's work under this Agreement.
42. This Project Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Project Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Project Agreement shall be prohibited or invalid under applicable Florida law, such

provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Project Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida unless prohibited by applicable law.

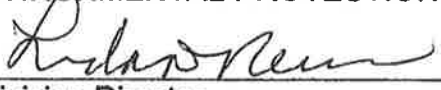
43. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Project Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

44. This Project Agreement is not intended nor shall it be construed as granting any rights, privileges or interest in any third party without mutual written agreement of the parties hereto.
45. This Project Agreement is an exclusive contract and may not be assigned in whole or in part without the prior written approval of the Department.
46. The parties hereto acknowledge and agree that the provisions contained in paragraphs 15, 23, 30, 31, and 32 shall survive the end date of this Agreement established in paragraph 1.
47. This Project Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Project Agreement shall only be valid when they have been reduced to writing, duly executed by each of the parties hereto, and attached to the original of this Project Agreement.

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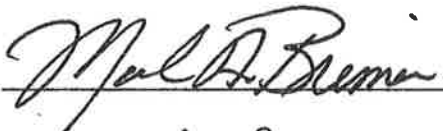
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, the day and year last written below.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

By: 
Division Director
Division of Recreation and Parks
and State Liaison Officer
(or designee)

Date: 11/1/06

CITY OF SATELLITE BEACH

By: 
MAR A. BRIMER
Printed Name

MAYOR
Title

Date: 10-4-06

FEID No.: 59-0949593

Address:
Office of Information and Recreation
Services (MS 585)
Division of Recreation and Parks
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Address:
565 CASSIA BLVD
SATELLITE BEACH FL 32937


DEP Grant Manager


Grantee's Attorney

Approved as to form and legality for
use for one year by Suzanne Brantley,
Assistant General Counsel on 5/1/06.

Attachments:

- Attachment A - Special Audit Requirements (5 pages)
- Attachment B - Disclosure of Lobbying Activities (2 pages)
- Attachment C - Certification Regarding Debarments/Suspension, etc. (2 pages)

ATTACHMENT B

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <div style="text-align: right;">(attach Continuation Sheet(s) SF-LLLA, if necessary)</div>		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev 7 - 97)

Form DEP 55-221 (01/01)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

DEP AGREEMENT NO. LW541:

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
 - (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
 - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this _____ day of _____, 20_____.

By _____
Authorized Signature/Contractor

Typed Name/Title

Contractor's Firm Name

Street Address

Building, Suite Number

City/State/Zip Code

Area Code/Telephone Number

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

1. By signing and submitting this form, the certifying party is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Environmental Protection (DEP) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The certifying party shall provide immediate written notice to the person to which this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEP or agency with which this transaction originated.
6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (202) 501-4740 or (202) 501-4873.)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEP or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT A
SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after 12/31/03) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes.

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$300,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$300,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <http://state.fl.us/fsaa/catalog> or the Governor's Office of Policy and Budget website located at <http://www.myflorida.com/myflorida/government/contacts/opbOffice.html> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Governor's Website <http://www.myflorida.com/>, Department of Financial Services' Website <http://www.dbf.state.fl.us/> and the Auditor General's Website <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(7)(m), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT - I

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Interior	15.916	Land and Water Conservation Fund	\$200,000.00	140001

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
				Total Award	\$200,000.00

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://state.fl.us/fsaa/catalog>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

**UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT**

State:

FLORIDA

Project Number:

12-00541

Project Title:

Hightower Beach Park Improvements

Project Period: DOA to 09/30/11

Project Stage Covered by this Agreement: Entire

Proposal Scope (Description of Project):

Construction of hiking/nature trail boardwalk, observation area, picnic facilities, beach access path, rest rooms, and renovation of nature trail, picnic facility, parking and related support facilities.

FLORIDA	Brevard	Satellite Beach
12	009	2785

Project Cost

Total Cost \$ 400,000.00

(Fund amt. not to exceed 50% of total)

Fund (LWCF) Amount \$200,000.00

Cost of this Stage \$400,000.00

Assistance this Stage \$200,000.00

NPS 10-902 (March 1995)

The following are hereby incorporated into this agreement:

1. General Provisions
2. LWCF Grants Manual (NPS-34)
3. Project Application and Attachments
4. OMB Circular A-102
5. Title 43, Code of Federal Regulations
6. _____
7. _____

The United States of America, represented by the Director, National Park Service, United States Department of the Interior, and the State named above (hereinafter referred to as the State), mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), the provisions and conditions of the Land and Water Conservation Fund Grants Manual, and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certificates attached hereto or retained by the State and hereby made a part hereof.

The United States hereby promises, in consideration of the promises made by the State herein, to obligate to the State the amount of money referred to above, and to tender to the State that portion of the obligation which is required to pay the United States' share of the costs of the above project stage, based upon the above percentage of assistance. The State hereby promises, in consideration of the promises made by the United States herein, to execute the project described above in accordance with the terms of this agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this agreement as of the date entered below.

THE UNITED STATES OF AMERICA

STATE

By

Edward Dooly Higgins
(Signature)

Chief, Recreation
Programs Branch

National Park Service
United States Department
of the Interior

Date

8/25/06

NPS 10-902 (March 1995)

FLORIDA

By

Mike Bullock
(Signature)

Mike Bullock
(Name)

State Liaison Officer
(Title)

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT GENERAL PROVISIONS**

Part I - Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund Grants Manual (NPS-34).
- D. The term "project" as used herein means a single project, a consolidated grant, a project element of a consolidated grant, or project stage which is subject to the project agreement.
- E. The term "State" as used herein means the State or Territory which is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund assistance project creates an obligation to maintain the property described in the project agreement consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use moneys granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation. It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee. Prior to the completion of this project, the State and the Director may mutually alter the area described in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are

afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property subject to reversionary interests with full knowledge of those reversionary interests, conversion of said property to other than public outdoor recreation uses as a result of such reversionary interest being exercised is approved. In receipt of this approval, the State agrees to notify the Service of the conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions. The State further agrees to effectuate such replacement within a reasonable period of time, acceptable to the Service, after the conversion of property takes place. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement. The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement.
- D. The State agrees to comply with the policies and procedures set forth in the Land and Water Conservation Fund Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements.
- F. The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.
- G. Nondiscrimination
 - 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.
 - 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Applicable Federal Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements including OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments), 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior), A-87 (Cost Principles for State, Local, and Indian Tribal Governments), and A-133 (Audits of States, Local Governments, and Non-Profit Organizations) as they relate to the application, acceptance and use of Federal funds for this federally assisted project.

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the ability and intention to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination. For project elements added to a consolidated grant, the project period will begin on the date the project element is approved.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover administrative expenses.
3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
6. In the event the project covered by the project agreement, including future stages of the project, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards;

Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.

10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
11. The State will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, pursuant to 40 CFR, Part 15.20 and that it will notify the NPS of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be utilized in the project is under consideration for listing by the EPA. The State agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970. The State further agrees to insert this clause into any contract or subcontract in excess of \$100,000.
12. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
13. The State will comply with Executive Order 12432, "Minority Business Enterprise Development as follows:
 - (1) Place minority business firms on bidder's mailing lists.
 - (2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
 - (3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
 - (4) For any project involving \$500,000 or more in grant assistance (except for projects involving acquisition only) the State or recipient shall submit, prior to the commencement of construction and every fiscal year quarter thereafter until project completion, reports documenting the efforts to hire minority business firms. These reports, SF 334, will be submitted one month following the end of each fiscal quarter (i.e., January 31, April 30, July 31, and October 31) to the appropriate National Park Service Regional Office.
 - (5) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

14. The State will comply with the intergovernmental review requirements of Executive Order 12372.

D. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).
2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.
3. In accordance with the "Stevens Amendment" (to Section 623 of the Treasury, Postal Service and General Government Appropriations Act), for procurement of goods and services (including construction services) having an aggregate value of \$500,000 or more, the amount and percentage (of total costs) of federal funds involved must be specified in any announcement of the awarding of a contract.

E. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project or the consolidated project element.
3. State and local governments are authorized to substitute microfilm copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project or consolidated project element at any time prior to the first payment on the project or consolidated project element. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of

recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

G. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;*
- (2) The grantee's policy of maintaining a drug-free workplace;*
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and*
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;*

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the

employee will:

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

I. Civil Rights Assurance

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. **THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.**

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.

J. Debarment and Suspension

***Certification Regarding Debarment, Suspension and Other
Responsibility Matters - Primary Covered Transactions***

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

***Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions***

(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

LAND AND WATER CONSERVATION FUND PROGRAM

NOTICE OF LIMITATION OF USE/
SITE DEDICATION

This Notice of Limitation of Use/Site Dedication gives notice that the Real Property identified in the project agreement and the boundary map, attached hereto as Exhibits "A" and "B," respectively (the "Property"), has been acquired by or developed with Federal financial assistance provided by the National Park Service of the Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1965, as amended. Pursuant to requirements of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary shall approve such conversion only if he finds it to be in accord with the existing Statewide Comprehensive Outdoor Recreation Plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

DEDICATOR

Kerry Stoms
Original signature

Kerry Stoms
Printed name

Recreation Director
Title

Louise A. Stevenson
Witness
Printed Name: Louise A Stevenson

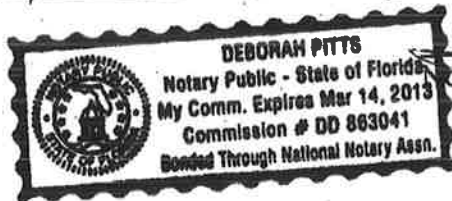
Lynn M Gornito
Witness
Printed Name: Lynn M Gornito

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 7 by August, who is personally known to me or who produced personally known as identification.

Stamp:

FPS-A038
Revised (05/05)



Deborah Pitts
Notary Public, State of Florida

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

LAND AND WATER CONSERVATION

PROJECT COMPLETION CERTIFICATION

Project Sponsor: City of Satellite BeachProject Number: LW 541Project Name: Hightower Beach Park ImprovementsPrimary Facilities/Areas:

Hiking/Nature Trail Boardwalk

Observation Area

Picnic Facilities

Beach Access Path

Wildlife Observation Area

Estimated Cost:

\$

159,100

20,000

17,529

8,277

(combined with observation above)

Support Facilities/Areas:

Parking

95,926

Restrooms

102,246

TOTAL PROJECTED COST

\$ 403,078

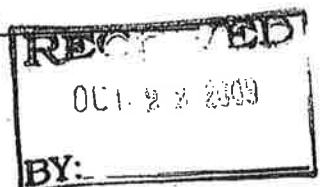
I hereby certify that the above mentioned project construction or acquisition has been completed in accordance with the Project Agreement executed between City of Satellite Beach and the Florida Department of Environmental Protection dated the November 1, 2006; that all funds allocated for the project were expended pursuant to the Project Agreement; that all goods and services for accomplishment of the project were negotiated and procured in accordance with applicable law and funding program requirements; that all project acquisition or construction was completed on August 4, 2009 which was on or prior to the acquisition or construction completion date specified in the Project Agreement; and that the project was completed in accordance with the final project plans (site, architectural, engineering) prepared for the project.

Signed: Kerry Stone

(Liaison Agent)

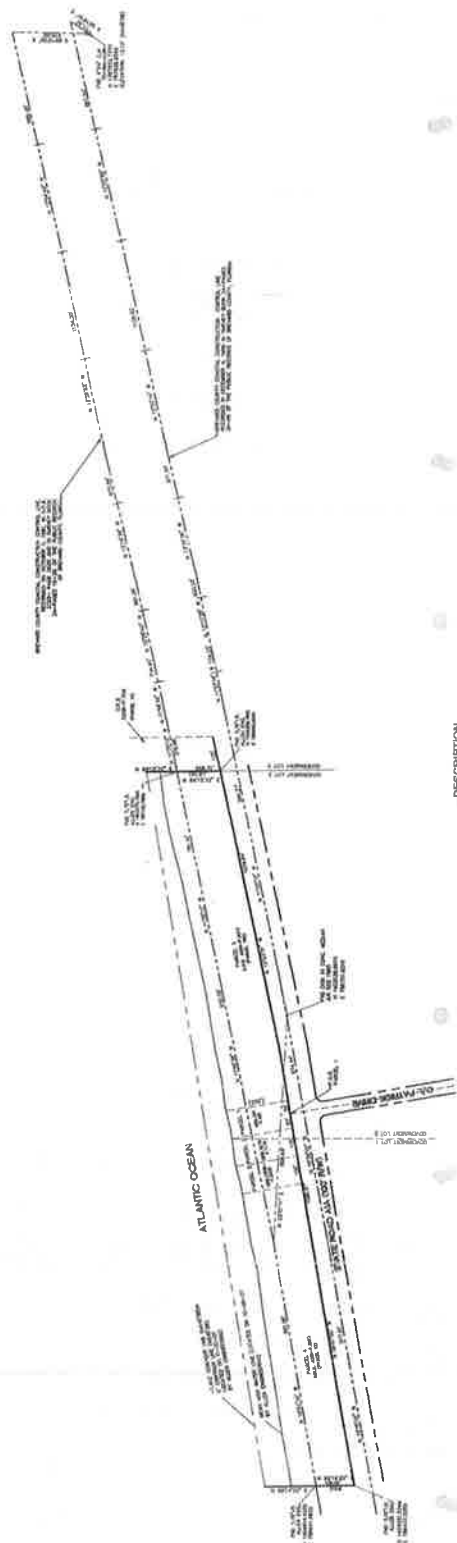
Signed: [Signature]

(Project Architect or Engineer)

Date: 9/25/09Date: 9/25/09

NOTE:
 SEE NOTES, LEGENDS AND DETAILS.
 SEE SHEET 2 OF 2 SHEETS.

1727162



DESCRIPTION

Parcel 1 (Official Records Book 301, Page 481)

All that certain tract or parcel of land situated in government lot 2, Section 26, Township 26 South, Range 37 East, Brevard County, Florida, and more particularly described as follows: Begin at the point of intersection of the eastern prolongation of the centerline of the Capital Housing Project and the eastern right of way boundary of the Capital Housing Project, thence North 12° West, 50 feet to the point of beginning and containing 0.57 acres, more or less, leaving said mean high water mark South 78° West, approximately 250 feet to a point on the eastern right of way boundary of Highway A1A, thence along said right of way boundary North 12° West, 50 feet to the point of beginning and containing 0.57 acres, more or less.

Parcel 2 (Official Records Book 3279, Page 1176)

The southern 100 feet of the following described property:
 The south 1/2 of Government Lot 1, lying east of State Road A1A, and a portion of Government Lot 2, lying north of Highway A1A, thence along said right of way boundary North 12° West, 50 feet to the point of beginning and containing 0.57 acres, more or less.

Parcel 3 (Official Records Book 3309, Page 2020)

The northern 100 feet of the southern 200 feet of the following described property:
 The south one-half of Government Lot 1, lying east of State Road A1A and a portion of Government Lot 2, lying north of Highway A1A, thence along said right of way boundary North 12° West, 50 feet to the point of beginning and containing 0.57 acres, more or less.

Parcel 4 (Official Records Book 4086, Page 2013-Parcel 10)

The South Half of Government Lot 1, Fractional Section 26, Township 26 South, Range 37 East, Tallahassee Meridian, lying East of State Road A1A, less and except parcels described in Official Records Book 301, Page 481, Official Records Book 3279-Page 1126, Official Records Book 3309-Page 2020 and Parcel No. 11, described in Official Records Book 2008, Page 708 of the Public Records of Brevard County, Florida, subject to a 1st station easement, as described in Official Records Book 1362, Page 173 of the Public Records of Brevard County, Florida.

Parcel 5 (Official Records Book 4086, Page 2013-Parcel 15)

A parcel of land in fractional Section 26, Township 26 South, Range 37 East, Tallahassee Meridian, lying east of State Road A1A, less and except parcels described in Official Records Book 301, Page 481, Official Records Book 3279-Page 1126, Official Records Book 3309-Page 2020 and Parcel No. 11, described in Official Records Book 2008, Page 708 of the Public Records of Brevard County, Florida, subject to a 1st station easement, as described in Official Records Book 1362, Page 173 of the Public Records of Brevard County, Florida.

Owner: City of Satellite Beach

Owner: City of Satellite Beach

Owner: City of Satellite Beach

Owner: City of Satellite Beach

Owner: City of Satellite Beach

Owner: City of Satellite Beach

Owner: City of Satellite Beach

Owner: City of Satellite Beach

Owner: City of Satellite Beach

Owner: City of Satellite Beach

SHEET 1 OF 2 SHEETS

Map of Record (As-Built) Survey For:

HIGHTOWER BEACH PARK

Gabriel L. Denes, PLS

Surveyors and land planners

1227 South Patrick Drive, Suite 116, Satellite Beach, Florida, 32937

Phone: (321) 778-8606 Fax: (321) 778-8607

DATE: 7-28-09

SCALE: 1" = 200'

FIELD BOOK: SEE FILE

FIELD BOOK: SEE FILE

DATE: 4/29/09

DATE: 6-30-09

DATE: 7-28-09

DATE: 7-28-09

DATE: 4/29/09

DATE: 6-30-09

DATE: 7-28-09

DATE: 7-28-09

DATE: 4/29/09

DATE: 6-30-09

DATE: 7-28-09

DATE: 7-28-09

DATE: 4/29/09

DATE: 6-30-09

DATE: 7-28-09

DATE: 7-28-09

THE SURVEY IS CERTIFIED TO BE ACCURATE AND SPECIALLY MADE FOR THIS PROJECT.

DATE OF FIELD RECORDS: 10/15/09

DATE OF FIELD RECORDS: 10/15/09

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DATE OF FIELD RECORDS: 10/15/09

Handwritten signature: Gary Thompson

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
LAND AND WATER CONSERVATION FUND

(DEP USE ONLY)

RECEIVED: _____

POSTMARKED: _____

APPL. NO.: _____

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PART I - GENERAL INFORMATION

A. APPLICANT INFORMATION

1. Name of Applicant: City of Satellite Beach
 2. Federal Employer Identification Number: 59-0949593
 3. Population: 10,860 4. Current Operating budget: \$7,381,432
(This is the operating budget for the city, county or other legally constituted governmental entity, not just the department budget.)
 5. Contact Person: Kerry Stoms Title: Recreation Director
The contact person should be someone who will be in direct contact with DEP and is responsible for administering the grant if awarded.
- Address: Street/PO Box: 565 Cassia Boulevard
- City/State: Satellite Beach, FL Zip Code: 32937
- Telephone: (321) 773-6458 FAX: (321) 777-5207 E-mail: kstoms@satellitebeach.org

If project is not funded, please check here if grantee wishes to receive application back. ☐

I hereby certify that the information provided in this application is true and accurate. I further certify that I possess the authority to apply for this grant on behalf of the applicant. (Attach a letter from the City or County Manager or a resolution giving authorization to apply for this grant.)

Michael P. Crotty
Signature of Authorized Representative

February 28, 2005

Date

B. PROJECT INFORMATION

1. Name of Project: Hightower Beach Park Improvements
2. a. Project Type (Check One): Project cannot be a combination of acquisition and development
Acquisition: _____
Development: X On land owned by applicant AND
X On land leased to applicant by another public agency

Date lease expires: November 28, 2030

Development projects must be under site control (owned by deed or leased from another public agency for a minimum of 25 years from application and renewable in perpetuity) by the close of the submission period, March 31, 2004. School board property is ineligible. Include a copy of the site control documents (e.g., deed, lease, etc.) and a completed Attorney's Certification of Title on page 4 of this application.

(Please Tab as Exhibit "L")

3. Project Location: Street Address: 815 Highway A1A
City Satellite Beach County Brevard Zip Code: 32937

If the project is not located in a city, list the city nearest to the project site.

4. Legislative Districts in which the Project Site is located: *These should be the districts in which the proposed project site is located. If you are not sure of the districts, contact your local office of the Supervisor of Elections.*

State Senator Mike Haridopolis Senate District Number 18

State Representative Thad Altman House District Number 30

5. Congressional District in which the project is located:

U.S. Congressman Dave Weldon Congressional District Number 15

6. Briefly describe the physical characteristics of the project site. Include:

- **Land Resources:** 18.5 acres containing an 18-car parking area, outdoor shower head, non-handicapped-accessible dune crossover with access walkway, short mulched nature trail, and picnic facility.
- **Water Resources:** 2,800 feet of Atlantic Ocean shoreline, with rare and valuable coquina hardbottom along the low-water line.
- **Vegetation, Fish and Wildlife:** The park's shoreline has the highest nesting density for threatened and endangered sea turtles in North America outside the Archie Carr National Wildlife Refuge several miles to the south. The park also contains two endangered and one threatened plant species.

Historical/Archaeological Resources: None (based on FL Division of Historical Resources survey).

- **Previous Land Usage:** Except as natural habitat, 16.9 acres of the park have never been used. The County-owned portion (see "other pertinent information") has been used as a passive recreation area providing beach access (dune crossover) with limited parking.
- **Transportation Access:** Transportation access is very easy, since the park borders SR A1A (designated a State and Federal scenic highway, known as the Indian River Lagoon Scenic Highway). and abuts the recently-installed Brevard County Coastal Corridor Multi-Use Trail.
- **Other Pertinent Information:** The entirety of Hightower Beach Park consists of 18.5 acres of oceanfront public conservation land. Of this acreage, Brevard County owns the 1.6-acre central portion of the park in the vicinity of which are located the modest improvements cited above; Satellite Beach acquired 15.3 acres bracketing the County portion with Preservation 2000 grant funds; and the State of Florida TITF owns 1.6 acres on the north and south ends of these public conservation lands. In 2001 the City negotiated an agreement with the County (automatically renewed annually to extend 25 years into the future) to manage the County's portion of the park; this agreement also incorporates the County's management agreement with the State. As a condition of the Preservation 2000 grant award, Hightower Beach Park is restricted to public open space, limited recreation, and conservation use in perpetuity. The proposed project will fulfill these conditions. The boardwalk will enhance public access to the conservation lands without disturbing them, providing greater public access and better resource protection than the mulched nature trail now affords. Importantly, the restrooms included in the project will be the only such facilities accessible to the public within 0.5 mile of the beach access.

C. FINANCIAL INFORMATION

Total Project Cost (Line F) must equal the grant request (Line A) plus the total local funds available (Line E). This figure (Line F) should not total more than \$400,000 for the purpose of this application.

1. LWCF Funds Requested: Line A \$ 200,000
2. Local Funds Available:
- a. Cash: Line B \$ 200,000
- b. In-Kind Line C \$ _____
- c. Land Value Line D \$ _____

(Only the value of donated real property is eligible as match and applicant must Not have taken title yet unless a waiver of retroactivity has been granted by DEP)

- Total Local Funds Available Line E \$ 200,000
Sum of lines B, C, and D
3. Total Cost of Proposed Project Line F \$ 400,000
Sum of lines A and E

4. Project Cost Estimate (COMPLETE ONLY FOR DEVELOPMENT PROJECTS): *The project cost estimate break down is on the following page of this application. If donated land value is used as match, it should be included under primary cost. Primary costs include all recreation facilities and opportunities. Primary cost must be equal to or greater than fifty percent of the total cost. Attach a separate sheet if needed. Remember to include each element in your conceptual site plan. Submit a conceptual site plan displaying the areas and facilities to be developed as proposed on page 6 of this application. The site plan must correlate with the project boundary map and cost estimate. The site plan must CLEARLY DELINEATE between facilities/opportunities currently existing, facilities proposed for funding (page 6) in this application and facilities planned for future development. Please color code your site plan to indicate facilities that are existing, proposed for funding and planned for future development (not in this project.)*
(Please Tab As Exhibit "H")

PRIMARY RECREATION AREAS AND FACILITIES: *Including, but not limited to, beach access, picnic facilities, fishing piers, ballfields, tennis courts, bicycle trails, etc. Costs of planning and site preparation should be included within the cost of each element.*

	Quantity	Description	Estimated Cost
N E W	500 feet	Hiking Trail & Nature Trail Boardwalk	\$ 160,000
	1	Ocean Viewing Area	10,000
	1	Wildlife Observation Deck	10,000
	1	Picnic Facilities	15,000
	1	Beach Access Path	5,000
R E N O V A T I O N S	1	Nature Trail (pave the currently-mulched nature trail)	\$ 2,500
	1	Picnic Facility (replace mulched base with concrete slab)	2,500
	Total Primary		\$ 205,000

SUPPORT FACILITIES AND IMPROVEMENTS: *Parking, restrooms, landscaping, security lighting, and such other costs should be included under support costs. Costs of planning and site preparation should be included within the cost of each element. Amenities such as benches, trash cans, utilities, water fountains, or bike racks will receive no points when being scored.*

	Quantity	Description	Estimated Cost
N E W	2	Restrooms	\$ 100,000
R E N O V A T I O N S	18 spaces	Parking Area (reconfigure and reconstruct existing paved area)	95,000
	Total Support		\$ 195,000

TOTAL COST OF PROPOSED PROJECT \$ 400,000



Parking and Entrance to Dune Crossover



Picnic Facility



Nature Trail

Hightower Beach Park Photographs



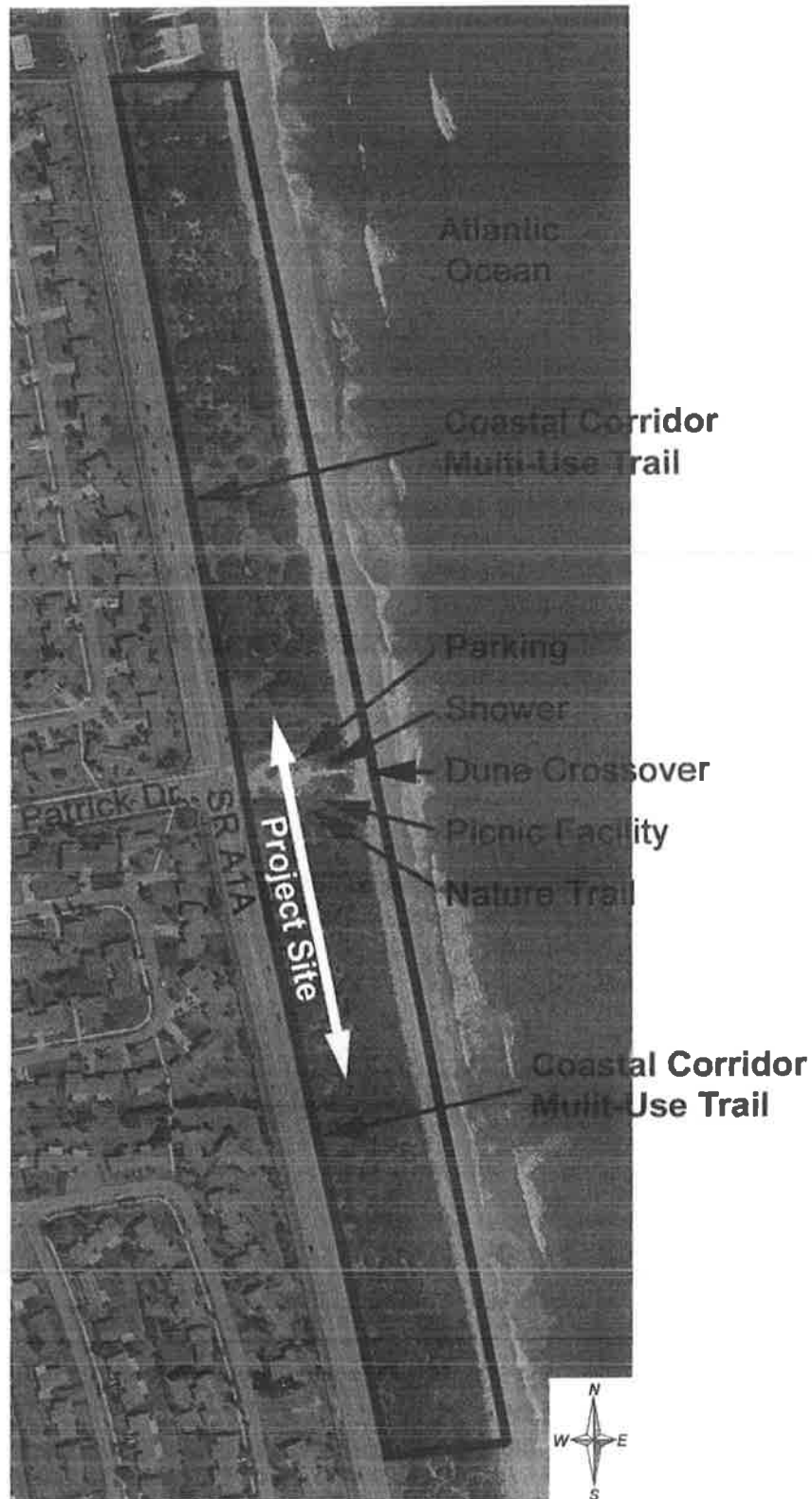
Ocean Viewing Area

This photo shows the ocean from ground level at the proposed location of the elevated hiking trail and nature trail (boardwalk). From this elevated structure, the dunes, the beach, and the ocean will be clearly visible.



Wildlife Viewing Area

Hightower Beach Park Photographs



**Hightower Beach Park
Aerial Photograph**

Spira, Beadle & McGarrell, P.A.*Attorneys & Counselors at Law*5205 Babcock Street, N.E.
Palm Bay, Florida 32905Jack B. Spira
James P. Beadle
Thomas P. McGarrell
Stephen E. SpiraTelephone: (321) 725-5000
Facsimile: (321) 724-6008

February 26, 2005

ATTORNEY'S CERTIFICATION OF TITLE

TO WHOM IT MAY CONCERN:

I, James P. Beadle, am the Attorney for the City of Satellite Beach, Florida. I hereby state that I have examined a copy of the lease from Brevard County, Florida to the City of Satellite Beach, Florida dated November 28, 2000, as amended by that certain Agreement to Extend Existing Agreement dated October 15, 2002, conveying a leasehold interest of 25 years in and to the following described property:

Parcel Identification Number: 26-37-26-00-00751.0-0000.00:

Part of Government Lot 2, east of State Road A1A, as described in Official Records Book 301, Page 481, Section 26, Township 26 South, Range 37 East, Brevard County, Florida.

Parcel Identification Number: 26-37-26-00-00026.0-0000.00:

The Southern 100 feet of the following described property:


The south one-half of Government Lot 1, lying east of State Road A1A and a portion of Government Lot 2, lying north of Official Records Book 301, Page 481, and east of State Road A1A, Section 26, Township 26 South, Range 37 East, Brevard County, Florida, said parcel lying north of and adjacent to Hightower Beach Park, Brevard County, Florida.

I have also examined documents showing that this property is listed on the tax rolls as belonging to the Brevard County, Florida. Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called Hightower Beach Park.

I certify that the Brevard County, Florida has, and has had, a lease for this property for approximately four years, three months.

Very truly yours,


James P. Beadle,
as City Attorney

AGREEMENT TO EXTEND EXISTING AGREEMENT

THIS AGREEMENT made and entered into this 15 day of October, 2002 by and between the Board of County Commissioners, Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County" and the City of Satellite Beach, a Florida Municipal Corporation, hereafter referred to as "City".

WITNESSETH:

WHEREAS, the parties hereto have previously entered into an Agreement for the lease of Hightower Beach Park to the City on November 28, 2000; a copy of which is attached as Exhibit "A", and

WHEREAS, the parties hereto desire to extend the term of said Agreement for an additional period of time, under the same terms and conditions.

NOW, THEREFORE, in consideration of the premises and mutual covenants here in contained, the parties hereby agree, as follows:

1. That the term of the previous Agreement between the parties is for twenty years and the term is hereby extended until November 28, 2027 under the same terms and conditions otherwise expressed therein.

2. That the previous Agreement between the parties shall be automatically extended for one additional year annually so as to maintain a 25-year term of the Agreement to enable the City to qualify for state grant funds; unless notification is provided in writing, 60 days prior to expiration, by either party of their desire to not allow for the automatic extension.

3. That all terms and conditions of said Agreement, which is incorporated herein by reference, not inconsistent with the provisions of this Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

CITY OF SATELLITE BEACH

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: Bob Bolin
Bob Bolin, Mayor

By: Truman G. Scarborough, Jr.
Truman G. Scarborough, Jr., Chairman

As approved by the Board on 10/15/02

ATTEST:
Barbara Boyens
Barbara Boyens, CMC, City Clerk

ATTEST:
Scott Ellis
Scott Ellis, Clerk

AGREEMENT

THIS AGREEMENT, entered into this 28th day of November, 2000, by and between the BOARD OF COUNTY COMMISSIONERS, BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and The CITY OF SATELLITE BEACH, a Florida Municipal Corporation, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, the COUNTY is the owner, lessee or authorized administrator of certain real property located in Satellite Beach, Brevard County, Florida, hereinafter referred to as "PARK," described as Township 26, Range 37, Section 26, Subsection 00, Parcels 26.0 and 751.0; and

WHEREAS, the CITY desires to lease said park for the purposes of constructing, operating, and maintaining public recreation facilities.

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **Term.** The term of this Agreement shall be twenty (20) years from the date first above written.
2. **Use of Property.** The COUNTY hereby agrees to lease to the CITY the PARK known as Hightower Beach Park described as Township 26, Range 37, Section 26, Subsection 00, Parcels 26.0 and 751.0 for the purpose of constructing, operating and maintaining recreation facilities, subject to the following terms and conditions.
 - a. Use of the PARK shall be in accordance with all applicable laws, rules, and regulations.

City of Satellite Beach

EXHIBIT "A"

1.

- b. The CITY shall be responsible for construction, operation and daily maintenance of the PARK for the purpose of conducting recreational activities at CITY's sole expense. All improvements or alterations to the PARK shall be subject to review and approval by COUNTY as described in Section 3. Improvements below. The CITY will provide and administer adequate personnel to supervise all activities sponsored or sanctioned by the CITY which take place at the PARK.
- c. The CITY will retain title to all personal property purchased by the CITY and placed at the PARK, unless otherwise agreed to by the parties. The CITY will obtain the approval of the Parks and Recreation Department Director or designee prior to placing any personal property or equipment at the PARK. All personal property belonging to the CITY will be marked in a manner consistent with the character of the PARK.
- d. The CITY shall not make any unlawful, immoral, improper or offensive use of the PARK nor allow said PARK to be utilized for any purpose other than that hereinabove set forth. Failure of the CITY to comply with this provision shall be considered a material breach of the Agreement and subject same to termination by the COUNTY, whereupon the COUNTY shall be entitled to re-enter and retake possession of the PARK and terminate the Agreement. The CITY shall have thirty (30) days from receipt of a Notice of Violation from the COUNTY to correct any deficiencies.
- e. The CITY shall pay the COUNTY a sum of \$-0- for the use of the PARK.
- f. Recreational activities shall be open to public participation. If during the

City of Satellite Beach

term of the Agreement, the CITY charges fees for recreational uses and/or services, County residents shall be charged the same as City residents.

3. **Improvements.** The plans, specifications, and location for all improvements, structures, landscaping, and facilities proposed to be made by the CITY to the PARK shall be submitted to and approved by the COUNTY Manager or his duly authorized representative thereof, prior to the construction or installation of such improvement, structure, landscaping, or facility.

The CITY shall be responsible for obtaining any necessary permits (including payment of any costs incurred in obtaining any permit) for such improvements, structures, landscaping, etc.

4. **Compliance with Statutes.** The CITY shall comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state and federal governmental bodies applicable to premises, recreational facility and any improvements, structures, or facilities placed, installed, or constructed thereon, including, but not limited to, all rules and regulations relating to the operation and maintenance of parks and recreation facilities.

5. **Repairs and Maintenance.** It is hereby agreed and understood that the cost of maintaining and repairing the PARK and facilities as set out in this Agreement shall be the responsibility of the CITY.

6. **Indemnification and Insurance.** The COUNTY shall be held harmless by the CITY for any and all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use of the property resulting therefrom, arising out of the CITY's use, construction of changes to the PARK or improvements, management and/or operation of the PARK covered under this Agreement and/or anyone's use of, and/or for anyone's participation in activities on the subject property unless such claims are a result of the COUNTY's sole negligence.

City of Satellite Beach

The CITY agrees to indemnify the COUNTY and pay the cost of the COUNTY's legal defense, including attorney's fees and costs, as may be selected by the COUNTY for all claims described in the hold harmless clause, herein. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been paid under this Agreement for this hold harmless provision.

The CITY shall maintain a system of self-insurance or Liability Insurance with an insurance company acceptable to the County. The CITY shall maintain cash reserves in said self-insurance or maintain liability insurance to provide coverage in the amount of not less than \$100,000 for one (1) injury, \$200,000 for one (1) occurrence, and \$100,000 for property damage. Furthermore, upon execution of this Agreement and at any other time that the COUNTY may request, the CITY shall present to the COUNTY specific documentation confirming the level of fiscal responsibility required above.

The CITY shall notify the COUNTY immediately in writing of any potential hazardous condition existing on or about the premises.

These insurance requirements shall not relieve or limit the liability of the CITY. The COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the CITY's interests or liabilities, but are merely minimums.

A certificate of insurance indicating that the CITY has coverage in accordance with the requirements of this Agreement shall be furnished by the CITY to the Brevard County Parks and

City of Satellite Beach

Recreation Department Director within ten (10) days from the date of the execution of this Agreement.

All personal property housed or placed at the PARK shall be at the risk of the CITY, and the COUNTY shall have no liability for any damage or loss to any personal property located thereon for any cause whatsoever. The CITY agrees and understands that the COUNTY does not and shall not carry liability, fire, or theft insurance on the PARK and operation of said PARK to cover the CITY's interest therein.

7. **Right of Entry by COUNTY.** The COUNTY or its agents may at any time enter in and on the referenced PARK for the purpose of inspection of same or performing such other duties as are required by the terms of the Agreement and the rules, regulations, ordinances and laws of any governmental body.

8. **Covenants Against Assignment and Subletting.** The CITY, its successors or assigns, shall not assign any portion of this Agreement nor allow same to be assigned by the operation of law without the express written approval of the COUNTY.

9. **Termination.** This Agreement may be terminated for cause by either party upon 60 days' written notice to the other party. Upon termination of this Agreement, the CITY shall have sixty (60) days within which to remove any personal property. Any property not removed within said sixty (60) day period shall become the property of the COUNTY.

10. **Notice.** Notice under this Agreement shall be given to the COUNTY by mailing written notice, postage prepaid, to the Parks & Recreation Department Director, 2725 St. Johns Street, Viera, Florida, 32940; and notice shall be given to the CITY by mailing written notice, postage prepaid to City of Satellite Beach, 565 Cassia Boulevard, Satellite Beach, Florida, 32937.

City of Satellite Beach

11. **Attorney's Fees.** In the event of any legal action to enforce the terms of this contract each party shall bear its own attorney's fees and costs.

12. **Audit of Books.** The COUNTY and its auditors shall be entitled to audit the books and records of the CITY to the extent that such books and records related to the performance of this Lease. The CITY shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the County and its auditors to insure proper accounting for all funds expended under this Lease. Said records shall be made available, upon request, for audit purposes to Brevard County and its auditors. Such books and records shall be maintained by the CITY for a period of three (3) years from the date of termination of this Lease unless a shorter period is otherwise authorized in writing.

13. **Unauthorized Alien Workers.** Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The COUNTY shall consider the employment by the contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the Agreement by the COUNTY.

14. **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.

City of Satellite Beach

15. **Modification.** No modification of this agreement shall be binding on COUNTY or the CITY unless reduced to writing and signed by a duly authorized representative of County and the CITY.

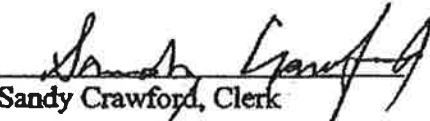
16. **Venue.** Venue for any legal action brought by any party to this agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida.


17. **Emergencies.** In the case of a declared state of emergency in Brevard County by the Board of County Commissioners, the COUNTY retains the right to immediately resume occupation, management, and maintenance of the facility, to use the facility to meet any emergency needs of the citizens of Brevard County for the period of that emergency and a reasonable period of time thereafter as deemed necessary by the COUNTY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above-written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

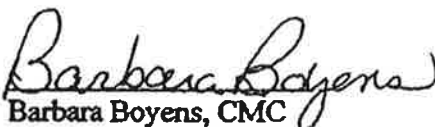

Sandy Crawford, Clerk

By: 
Sue Carlson, Chairwoman

As approved by the Board on 11-28-00

ATTEST:

THE CITY OF SATELLITE BEACH


Barbara Boyens, CMC
City Clerk

By: 
David R. Scherker, Mayor

As approved by Council on 10/18/00
Bob Bolin, Mayor
As of November 15, 2000
Councilmember on 10/18/00

City of Satellite Beach

Spira, Beadle & McGarrell, P.A.*Attorneys & Counselors at Law*

5205 Babcock Street, N.E.

Palm Bay, Florida 32905

Jack B. Spira
James P. Beadle
Thomas P. McGarrell
Stephen E. Spira

Telephone: (321) 725-5000

Facsimile: (321) 724-6008

February 26, 2005

ATTORNEY'S CERTIFICATION OF TITLE

TO WHOM IT MAY CONCERN:

I, James P. Beadle, am the Attorney for the City of Satellite Beach, Florida. I hereby state that I have examined a copy of the warranty deed from Paradise Beach Developments, Ltd., a/k/a Paradise Beach Development, Ltd., a Florida Limited Partnership to the City of Satellite Beach, Florida dated November 1, 1999, and recorded at Official Records Book 4086, Page 2013, of the Public Records of Brevard County, Florida, conveying fee simple title to Satellite Beach in and to the following described property:

Property Appraiser's Parcel Identification Number: 26-37-26-00-0010 as to Parcel 10, and 26-37-26-00-750 as to Parcel 750.

PARCEL 10:

The South Half of Government Lot 1, Fractional Section 26, Township 26 South, Range 37 East, Tallahassee Meridian, lying East of State Road A1A, less and except parcels described in Official Records Book 301, Page 481, Official Records Book 3278, Page 1126, Official Records Book 3309, Page 2920, and Parcel No. 11, described in Official Records Book 3208, Page 708, of the Public Records of Brevard County, Florida, subject to a lift station easement, as described in Official Records Book 1362, Page 175 of the Public Records of Brevard County, Florida, and

PARCEL 750

A parcel of land lying in fractional Section 26, Township 26 South, Range 37 East, Brevard County, Florida, described as follows: That part of Government Lot 2, fractional Section 26, Township 26 South, Range 37 East, Tallahassee Meridian, lying east of State Road A1A, South of the property described in Official Records Book 301, beginning at Page 481, of the Public Records of Brevard County, Florida, and North of the property described as Parcel No.

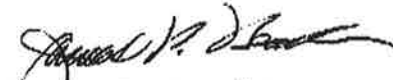
10 in Official Records Book 3208, beginning at Page 708, of the Public Records of Brevard County, Florida.

I have also examined a document showing that this property is listed on the tax rolls as belonging to the City of Satellite Beach, Florida. Finally, I have also examined such documents and records as necessary for this certification.

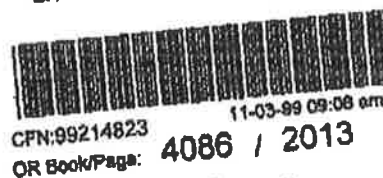
This property is what is now called Hightower Beach Park.

I certify that the City of Satellite Beach does in fact own, and has owned this property for approximately five years and four months.

Very truly yours,



James P. Beadle,
as City Attorney

**WARRANTY DEED**

Prepared by and return to:
M. Dean Nelson
Attorney at Law
232 Third Avenue
Daytona Beach, FL 32114

T 110698

Sandy Crawford
Clerk Of Courts, Brevard County
#Names: 3
#Pgs: 6
Trust: 3.50
Deed: 26,800.00
Mtg: 0.00
Rec: 25.00
Serv: 1.00
Excise: 0.00
Int Tax: 0.00

THIS INDENTURE, made this 1 day of November, 1999, between PARADISE BEACH DEVELOPMENTS, LTD., a/k/a PARADISE BEACH DEVELOPMENT, LTD, a Florida limited partnership, with its address being 320 S. Bumby, Orlando, Florida 32803,, hereinafter called the "Grantor", and the CITY OF SATELLITE BEACH, a municipality within Brevard County ("Local Government"), with its address being 565 Cassia Boulevard, Satellite Beach, Florida 32937, hereinafter called the "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 Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, grantee's successors and assigns forever, all of that certain land situate in Brevard County, Florida, to wit:

By acceptance of this warranty deed, grantee herein hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in that certain Grant Award Agreement recorded in Official Records Book - 4086, Page 2001, Public Records of Brevard County, Florida. These covenants and restrictions shall run with the Property herein described. If any of the covenants and restrictions of the Grant Award Agreement are violated by the grantee or by some third party with the knowledge of the grantee, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Fund of the State of Florida in accordance with the Grant Award Agreement without further notice to grantee, its successors and assigns, and grantee, its successors and assigns shall forfeit all right, title and interest in and to the Property described herein.



CFN:99214823

OR Book/Page: 4086 / 2014

Property Appraiser's Parcel Identification Number: 26-37-26-00-0010 as to Parcel 10, and 26-37-26-00-750 as to Parcel 750.

PARCEL 10:

The South Half of Government Lot 1, Fractional Section 26, Township 26 South, Range 37 East, Tallahassee Meridian, lying East of State Road A-1-A, less and except parcels described in Official Records Book 301, page 481, Official Records Book 3278, page 1126, Official Records Book 3309, page 2920, and Parcel No. 11, described in Official Records Book 3208, page 708, of the Public Records of Brevard County, Florida, subject to a lift station easement, as described in Official Records Book 1362, page 175 of the Public Records of Brevard County, Florida.

PARCEL 750:

A parcel of land lying in fractional Section 26, Township 26 South, Range 37 East, Brevard County, Florida, described as follows: That part of Government Lot 2, fractional Section 26, Township 26 South, Range 37 East, Tallahassee Meridian, lying east of State Road A-1-A, South of the property described in Official Records Book 301, beginning at Page 481, of the Public Records of Brevard County, Florida, and North of the property described as parcel No. 10 in Official Records Book 3208, beginning at Page 708, of the Public Records of Brevard County, Florida.

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 reimposed.

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

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



CFN:99214823

OR Book/Page: 4086 / 2015

Signed, sealed and delivered
in our presence:

WITNESSES:

Holly Chapman
HOLLY R. CHAPMAN
Printed signature as to
M. Dean Nelson

Nicholas J. Mergo
Nicholas J. Mergo
Printed signature as to
M. Dean Nelson

Percusann W. Reitzel
Percusann W. Reitzel
Printed signature as to
William R. Poorbaugh

Ronald L. Jackson
RONALD L. JACKSON
~~Percusann W. Reitzel~~
Printed signature as to
William R. Poorbaugh

Nicholas J. Mergo
Nicholas J. Mergo
Printed signature as to
R. L. Poorbaugh

Holly Chapman
HOLLY R. CHAPMAN
Printed signature as to
R. L. Poorbaugh

PARADISE BEACH DEVELOPMENTS,
LTD., a/k/a PARADISE BEACH
DEVELOPMENT, LTD., a Florida
limited partnership

By: M. Dean Nelson
M. Dean Nelson
General Partner

By: William R. Poorbaugh
William R. Poorbaugh
General Partner

By: R. L. Poorbaugh
R. L. Poorbaugh
General Partner



CFN:99214823

OR Book/Page: 4086 / 2016

Carol Harwood

Carol Harwood

Printed signature as to
William D. Gunter, Jr.

By: William D. Gunter, Jr.
William D. Gunter, Jr.
General Partner

BARBARA F. POUND

BARBARA F. POUND

Printed signature as to
William D. Gunter, Jr.

PERCISANN W. REITZEL

PERCISANN W. REITZEL

Printed signature as to
Francis L. Jackson

By: Francis L. Jackson
Francis L. Jackson
General Partner

RONALD W. JACKSON
RONALD W. JACKSON

Printed signature as to
Francis L. Jackson

STATE OF FLORIDA .
COUNTY OF VOLUSIA

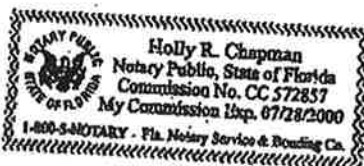
On this 6th day of October, 1999, the foregoing instrument was acknowledged before me by M. DEAN NELSON, General Partner on behalf of PARADISE BEACH DEVELOPMENTS, LTD., a/k/a PARADISE BEACH DEVELOPMENT, LTD., a Florida limited partnership. He is personally known to me and did take an oath.

Holly R. Chapman

Notary Public, State of Florida
My commission expires:

HOLLY R. CHAPMAN
Printed signature

Commission No.: _____





CFN:99214823

OR Book/Page: 4086 / 2017

STATE OF FLORIDA

COUNTY OF Orange

On this 19 day of October, 1999, the foregoing instrument was acknowledged before me by WILLIAM R. POORBAUGH, General Partner on behalf of PARADISE BEACH DEVELOPMENTS, LTD., a/k/a PARADISE BEACH DEVELOPMENT, LTD., a Florida limited partnership. He is personally known to me and did take an oath.

Percisann W. Reitzel
Notary Public, State of Florida
My Commission Expires:

Percisann W. Reitzel
Printed signature

Commission No.:



PERCISANN W. REITZEL
My Comm Exp. 12/18/2000
Bonded By Service Ins
No. CC668566

[[Personally Known]] [[Other: D

STATE OF FLORIDA

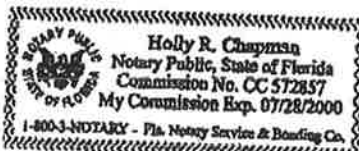
COUNTY OF Volusia

On this 19 day of OCTOBER, 1999, the foregoing instrument was acknowledged before me by R. L. POORBAUGH, General Partner on behalf of PARADISE BEACH DEVELOPMENTS, LTD., a/k/a PARADISE BEACH DEVELOPMENT, LTD., a Florida limited partnership. He is personally known to me and did take an oath.

Holly R. Chapman
Notary Public, State of Florida
My Commission Expires:

Printed signature

Commission No.:





CFN:89214823

OR Book/Page: 4086 / 2018

STATE OF FLORIDA
COUNTY OF Leon

On this 12 day of October, 1999, the foregoing instrument was acknowledged before me by WILLIAM D. GUNTER, JR., General Partner on behalf of PARADISE BEACH DEVELOPMENTS, LTD., a/k/a PARADISE BEACH DEVELOPMENT, LTD, a Florida limited partnership. He is personally known to me and did take an oath.

Manuela B Stokes
Notary Public, State of Florida
My Commission Expires:

Manuela B. Stokes
Printed signature

Commission No.: _____

MANUELA B. STOKES
Notary Public, State of Florida
My comm. exp. May 21, 2003
Comm. No. CC822574

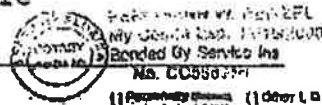
STATE OF FLORIDA
COUNTY OF ORANGE

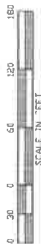
On this 17 day of October, 1999, the foregoing instrument was acknowledged before me by FRANCIS L. JACKSON, General Partner on behalf of PARADISE BEACH DEVELOPMENTS, LTD., a/k/a PARADISE BEACH DEVELOPMENT, LTD., a Florida limited partnership. He is personally known to me and did take an oath.

Percisann W. Reitzel
Notary Public, State of Florida
My Commission Expires:

Percisann W. Reitzel
Printed signature

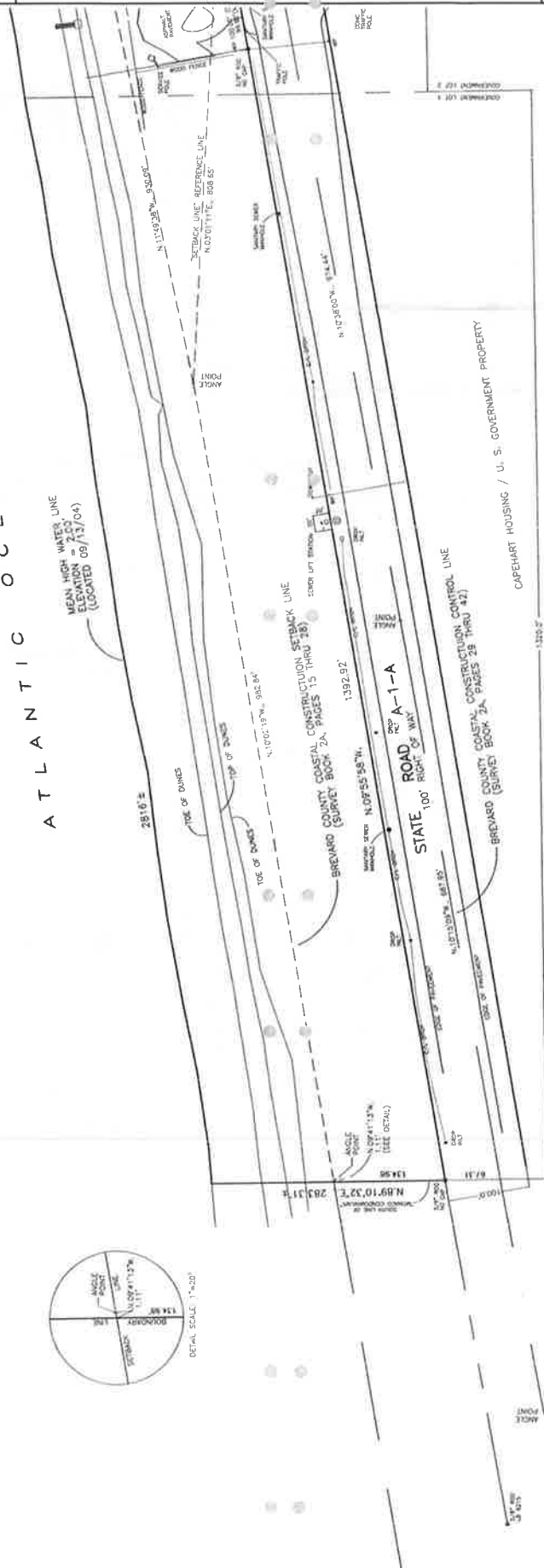
Commission No.: _____





IN SECTION 26, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD CO

A BOUNDARY SURVEY PREPARED FOR:



CAPEHART HOUSING / U. S. GOVERNMENT

[illegible]

- Set 5/8" iron rebar with cap marked CUM/ELL/10646
- Found iron rebar, size
- Set 4" x 4" concrete monument with disk marked C 5AM/PL5251
- Found concrete monument, size and identification #
- △ Set nail and disk marked C 5AM/P-5255
- ▲ Found nail and disk, identification as shown

A partial list of living *in Government Lots 1, 2 and 3 of Section 28, Township 26 South, Range 37 East, Broadway County, Florida* and being more particularly described as follows:

Being that portion of said Government Lots 1, 2, 3 and 37 East of the East right of way of State Road A-1-A and North of the United States Road 437, Page 2282, of the Public Records of Broadway County, Florida and South of the line described in the Survey of the said Government Lot 1, lying in Broadway County, Florida:

SWNECORE NOTES

1. The Surveyor did not perform a Title Search to determine if there are any easements or rights of way that may affect this area.
2. The legal description phrase "section" was changed by the surveyor.
3. The bearings shown hereon are relative to the East right of way line of State Road A-1-A as being N153.48"W., and may not be a true North Azimuth.
4. No underground utilities or improvements were located by this survey.
5. This area is in U.S.M. Zone "X". AS (BPE = 12 feet), AS (BPE = 14 feet), VE (BPE = 15 feet), VE (BPE = 16 feet), VE (BPE = 17 feet), VE (BPE = 18 feet), VE (BPE = 19 feet), VE (BPE = 20 feet), VE (BPE = 21 feet), VE (BPE = 22 feet), VE (BPE = 23 feet), VE (BPE = 24 feet), VE (BPE = 25 feet), VE (BPE = 26 feet), VE (BPE = 27 feet), VE (BPE = 28 feet), VE (BPE = 29 feet), VE (BPE = 30 feet), VE (BPE = 31 feet), VE (BPE = 32 feet), VE (BPE = 33 feet), VE (BPE = 34 feet), VE (BPE = 35 feet), VE (BPE = 36 feet), VE (BPE = 37 feet), VE (BPE = 38 feet), VE (BPE = 39 feet), VE (BPE = 40 feet), VE (BPE = 41 feet), VE (BPE = 42 feet), VE (BPE = 43 feet), VE (BPE = 44 feet), VE (BPE = 45 feet), VE (BPE = 46 feet), VE (BPE = 47 feet), VE (BPE = 48 feet), VE (BPE = 49 feet), VE (BPE = 50 feet), VE (BPE = 51 feet), VE (BPE = 52 feet), VE (BPE = 53 feet), VE (BPE = 54 feet), VE (BPE = 55 feet), VE (BPE = 56 feet), VE (BPE = 57 feet), VE (BPE = 58 feet), VE (BPE = 59 feet), VE (BPE = 60 feet), VE (BPE = 61 feet), VE (BPE = 62 feet), 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I hereby certify that the above values herein are based on correct
 based on actual measurements taken in the field. This survey complies
 minimum "Registered Standards" as set forth in the "Manual of
 Surveying" published by the American Society of Professional
 Surveyors, Copyright 1925, and is subject to Section 472 of the
 "Professional Code" of the State of Florida.

IN WITNESS WHEREOF, I HAVE HEREunto set my hand and
 the SEAL OF MY OFFICE, this 14th day of May, 1934.

ATTEST: I, CLARENCE J. BROWN, Secretary of the State of
 Florida, do hereby certify that the above is a true and correct
 copy of the original as the same appears in the files of the
 Department of Natural Resources, and that the same is for
 the purpose of recording only and is not valid.

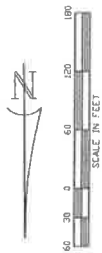
2351

Campbell
OF DELAWARE, INC.
2000 NORTH COUNTRYWAY PARKWAY
WILMINGTON, DE 19806-4531
TELEPHONE: (302) 441-5500
FACSIMILE: (302) 441-5500

2004-1739

Sheet 1 of 2

SKETCH OF SURVEY



ATLANTIC OCEAN

MEAN HIGH WATER LINE
ELEVATION = 2.00
(LOCATED 09/13/04)
2816.5

TOE OF DUNES

TOE OF DUNES

BREVARD COUNTY COASTAL CONSTRUCTION SETBACK LINE
(SURVEY BOOK 2A, PAGES 15 THRU 26)

STATE ROAD A-1-A
100' RIGHT OF WAY

BREVARD COUNTY COASTAL CONSTRUCTION CONTROL LINE
(SURVEY BOOK 2A, PAGES 29 THRU 42)

CAPEHART HOUSING / U. S. GOVERNMENT PROPERTY

CONTROL MONUMENT
SIR 532.1852

CONTROL LINE REFERENCE LINE
S11°46'12" E 141.04'

PATRICK DRIVE

1320.00'

GOVERNMENT LOT 2

GOVERNMENT LOT 1

DATE	9/21/04
CHECKED BY	JRC
DRAWN BY	WJF
REVISION	
NO.	
DATE	
REVISION	

SCALE: 1"=60'

A BOUNDARY SURVEY PREPARED FOR:
OUTLAW & JONES ENGINEERS, INC.

IN SECTION 26, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA

Campbell
OF BREVARD, NC
SURVEYING & MAPPING
3025 NORTH COUNTY PARKWAY
MELBOURNE, FL 32904 PHONE (321) 434-8820
FAX (321) 434-8820
BUSINESS LICENSE LB 0444

PROJECT NO.
2004-1739

SHEET 2 OF 2