



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.13.

12/19/2023

Subject:

Approval, Re: Written notification to the City of Cocoa of the County's desire to convey the Pier located in Lee Wenner Park and approve the conveyance the Lee Wenner Pier to the City of Cocoa (District 2)

Fiscal Impact:

Annual insurance savings of \$56.

Dept/Office:

Parks and Recreation

Requested Action:

It is requested that the Board:

- Approve and authorize the County Manager to provide written notification to the City of Cocoa of the County's desire to convey the Pier located in Lee Wenner Park.
- If accepted, the Board authorizes the Chair to execute all documents and resolutions to convey Lee Wenner Pier to the City.

Summary Explanation and Background:

On July 25, 2017, the Board of County Commissioners transferred ownership, maintenance, and functional responsibility of Lee Wenner Park and the buildings, structures, and facilities located thereon to the City. This transfer excluded the Pier. The County continues to own, maintain, and be responsible for the Pier located on the eastern portion of Lee Wenner Park.

The County was approached by the City of Cocoa City Manager, Stockton Whitten, inquiring whether the County is interested in transferring ownership of the Pier to the City.

The Interlocal Agreement transferring the Park to the City states: "If at any point the County desires to convey the Pier, the County shall notify the City in writing of the County's intent to convey the Pier."

Staff seeks approval to provide written notification to the City of Cocoa of the County's desire to convey the Lee Wenner Pier to the City and requests authorization for the Chair to execute any necessary documents and resolutions to convey said Pier to the City of Cocoa. Conveyance of the Pier to the City does not impact any current Parks and Recreation programming.

Clerk to the Board Instructions:

Please provide the Clerk to the Board memorandum to Mary Ellen Donner, Parks and Recreation Department Director



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

December 20, 2023

M E M O R A N D U M

TO: Mary Ellen Donner, Parks and Recreation Director


RE: Item F.13., Approval of Written Notification to the City of Cocoa of the County's Desire to Convey the Pier Located in Lee Wenner Park, and Approve the Conveyance the Lee Wenner Pier to the City of Cocoa

The Board of County Commissioners, in regular session on December 19, 2023, approved and authorized the County Manager to provide written notification to the City of Cocoa of the County's desire to convey the Pier located in Lee Wenner Park; and, if accepted, authorized the Chair to execute all documents and resolutions to convey Lee Wenner Pier to the City of Cocoa.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/tr

cc: County Manager
Finance
Budget

Lee Wenner Park Pier

Cocoa Florida



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

COUNTY DEED

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

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

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

The Property is to be used solely for providing municipal, recreational, and related activities. Any user fees required by the City must be applied uniformly with no differential in amount charged to the public. In the event this Property is not used or ceases to be used for the stated purpose and under the stated conditions, or in the event the party of the second part fails to comply with the Interlocal Agreement between the County and City dated 7/25/17 attached hereto as Exhibit "C" and made a part hereof, then all right title and interest in the Property shall revert to the party of the first part which shall thereafter have the right to reenter and repossess the Property conveyed herein. The foregoing shall be deemed to be a restrictive covenant which shall be deemed to be a covenant running with the land.

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

ATTEST:



Scott Ellis, Clerk of Court

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By:

Curt Smith, Chairman

As approved by the Board 7/25/17

"EXHIBIT A"

LEE WENNER PARK

Official Records Book 2930, Page 2376:

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

And

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

"EXHIBIT B1"

LEE WENNER PARK

ORB 2930, Page 2376:

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

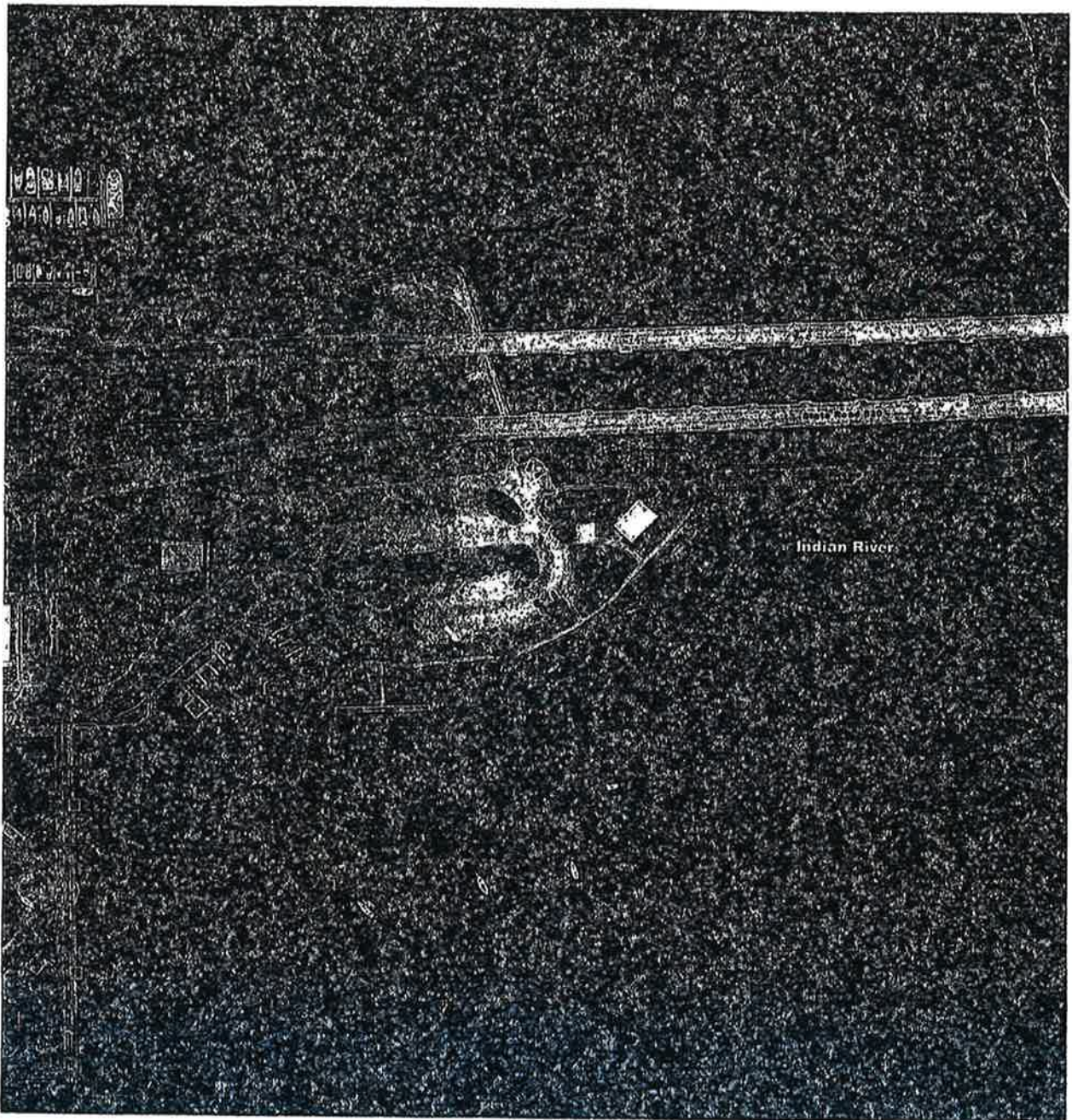
And

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

And

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

"EXHIBIT B2"
Lee Wenner Park
300 River Edge Boulevard
Cocoa, FL 32922



Brevard County Parks and Recreation
2725 Judge Fran Jamieson Way
Viera, FL 32940

0 50 100 200 Feet

2016 Aerial



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

Exhibit C to County Deed

Prepared by and Return to:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss & D'Agosta, P.A.
P.O. Box 2873
Orlando, FL 32802-2873
(407) 425-9366

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

(Transfer of Lee Wenner Park)

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Additional Terms.

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

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

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

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

OR BR 0000 20 1094

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

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

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

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

Section 10. **Notices.**

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

to:

For the COUNTY:

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

For the CITY:

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

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

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

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

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

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

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

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

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

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

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

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


ATTEST

Carlo Shealy, City Clerk



CITY:

CITY OF COCOA, FLORIDA:

By:


Henry L. Parish, III, Mayor

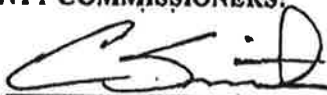
As authorized for execution by the City of Cocoa
City Council at its 11/14, 2017 regular meeting.

ATTEST

SCOTT ELLIS, Clerk of Court
Reviewed for legal form and content:

(Assistant) County Attorney

COUNTY:

BREVARD COUNTY BOARD OF
COUNTY COMMISSIONERS:

By:


Curt Smith, Chairman

Date: July 25, 2017

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

"EXHIBIT A"**LEE WENNER PARK****Official Records Book 2338, Page 2576:**

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

And

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

"EXHIBIT B"

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

COUNTY DEED

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

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

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

The Property is to be used solely for providing municipal, recreational, and related activities. Any user fees required by the City must be applied uniformly with no differential in amount charged to the public. In the event this Property is not used or ceases to be used for the stated purpose and under the stated conditions, or in the event the party of the second part fails to comply with the Interlocal Agreement between the County and City dated 7/25/17 attached hereto as Exhibit "C" and made a part hereof, then all right title and interest in the Property shall revert to the party of the first part which shall thereafter have the right to reenter and repossess the Property conveyed herein. The foregoing shall be deemed to be a restrictive covenant which shall be deemed to be a covenant running with the land.

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

ATTEST:


Scott Ellis, Clerk of Court

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

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

EXHIBIT "A" TO THE COUNTY DEED

LEE WENNER PARK

Official Records Book 2930, Page 2376:

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

And

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

EXHIBIT "B1" TO THE COUNTY DEED

LEE WENNER PARK

ORB 2930, Page 2376:

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

And

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

And

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

EXHIBIT "B2" TO THE COUNTY DEED

Lee Wenner Park

300 River Edge Boulevard
Cocoa, FL 32922



Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940

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

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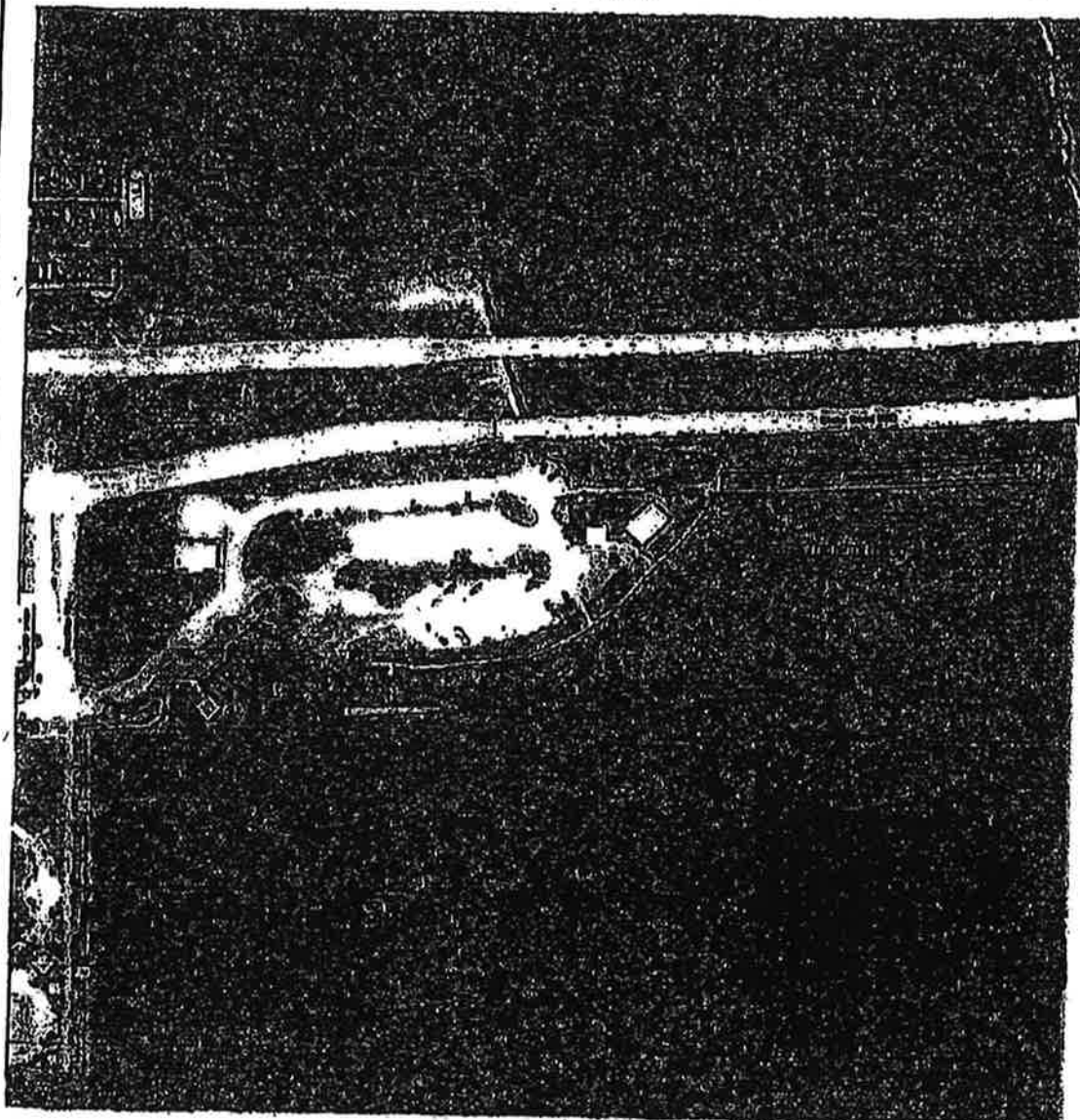


INTERLOCAL AGREEMENT

BREVARD COUNTY / CITY OF COCOA

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



Brevard County Parks and Recreation
2725 Judge Fran Jamieson Way
Viera, FL 32940

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



INTERLOCAL AGREEMENT
BREVARD COUNTY / CITY OF COCOA
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"EXHIBIT D"

LEE WENNER PARK

ORB 2930, Page 2376:

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

And

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

And

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

December 19, 2023

Mr. Stockton Whitten, City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Subject: The Pier at Lee Wenner Park

Dear Mr. Whitten:

I am writing to formally notify you of the County's intention to transfer ownership of the county-owned Lee Wenner pier to the City of Cocoa. We believe this transfer will benefit both the County and the City and will work with you to make this transition as soon as possible.

This action follows a recent meeting with Brevard County Commissioner Goodson and Mary Ellen Donner, Brevard County Parks and Recreation Department Director, in which you expressed interest in Brevard County transferring ownership of the Lee Wenner pier to the City of Cocoa.

Under Section 3. of the Transfer of Responsibility Interlocal Agreement Between Brevard County and The City of Cocoa, the County is notifying the City in writing of its intent to convey the Pier to the City of Cocoa.

At the December 19, 2023, Brevard County Board of County Commission meeting, the Board authorized sending this letter and the subsequent transfer of the Lee Wenner Park pier to the City of Cocoa.

I appreciate our positive working relationship over the years, and I look forward to hearing from you.

Sincerely,

Frank Abbate, County Manager

Brevard County