



Add On

AGENDA	
Section	New Business
Item No.	VI B 2

Meeting Date
November 7, 2017

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Sovereignty Submerged Lands Fee Waived Lease Renewal with Extended Term with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Re: Lake Washington Park – District 4
DEPT/OFFICE:	Community Services Group / Parks and Recreation Department

Requested Action:
 It is requested the Board execute a Sovereignty Submerged Lands Fee Waived Lease Renewal with Extended Term with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for Lake Washington Park and authorize the Chair to execute subsequent modifications, amendments and renewals to the lease, upon review and approval by the County Attorney and Risk Management.

Summary Explanation & Background:
 Lake Washington Park, located at 6000 Lake Washington Road, Melbourne, includes boat ramps, an airboat launch area, finger docks, fishing/observation pier, restrooms, large pavilion, picnic shelters, playground, and parking.
 Brevard County originally entered into a Sovereignty Submerged Lands Fee Waived Lease with the Trustees of the Internal Improvement Trust Fund of the State of Florida in 2004. The current lease for the submerged lands located at the park is scheduled to expire on November 29, 2017. Annual operating costs are approximately \$11,000, not including staff time.
 Approval of this Sovereignty Submerged Lands Fee Waived Lease Renewal with the Trustees of the Internal Improvement Trust Fund of the State of Florida will extend the term of the lease for an additional ten years, until November 29, 2027. This is the only change to the terms of the lease, as the last renewal was for a five (5) year period.
 There is no fiscal impact associated with the approval of this action.

Clerk to the Board Instructions: Two Originals

Exhibits Attached: Sovereignty Submerged Lands Fee Waived Lease

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager	Assistant County Manager, John Denninghoff	Mary Ellen Donner, Parks & Recreation Director 633-2046; Maryellen.donner@brevardparks.com
Frank Abbate, County Manager	Interim Assistant County Manager, Jim Liesenfelt	<i>Mary Ellen Donner</i>

Please call x52514 or email mary.williams@brevardparks.com upon approval.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

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

1. Contractor: Bureau of Public Administration	
2. Fund/Account #:	Department Name: Parks & Recreation
4. Contract Description: Lake Washington - Sovereignty Submerged Lands Lease No. 050348633	
5. Contract Monitor: Rachel McNitt	6. Phone #: 633-2046 x11
7. Dept./Office Director: Mary Ellen Donner	8. Contract Type: Land Lease
ACTION DATE: 11/3/17 (for 11/21/17 Board Mtg)	ACTION REQUIREMENT: Review and Approval

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

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	X		LW	10/17/17
Risk Management				
County Attorney	α		MRS	10/30/17

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

SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST

<u>DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund and GL Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional renewals/extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
Right To Audit Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
Note: Insurance Certificates uploaded under collapsible/expandable <u>Monitor Bar Section</u> Change Order/Task Order uploaded under collapsible/expandable <u>Monitor Bar Section</u> Contract Renewal documents uploaded under collapsible/expandable <u>Renewal /Bar Section</u>	

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



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

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

November 8, 2017

M E M O R A N D U M

TO: Mary Ellen Donner, Parks and Recreation Director

RE: Item VI.B.2., Sovereignty Submerged Lands Fee Waived Lease Renewal with Extended Term with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for Lake Washington Park

The Board of County Commissioners, in regular session on November 7, 2017, executed Sovereignty Submerged Lands Fee Waived Lease Renewal with Extended Term with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for Lake Washington Park; and authorized the Chairman to execute subsequent modifications, amendments, and renewals to the lease, upon review and approval by the County Attorney and Risk Management. Enclosed is an executed Lease Renewal.

Upon execution by Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, please return a fully-executed copy of the Sovereignty Submerged lands Fee Waived Lease Renewal for Extended Term to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

Encl. (1)

cc: Contracts Administration

This Instrument Prepared By:

M. Sue Jones

Action No. 35490

Bureau of Public Land Administration

3900 Commonwealth Boulevard

Mail Station No. 125

Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL WITH EXTENDED TERM

BOT FILE NO. 050348633

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Brevard County, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 09,
Township 27 South, Range 36 East, in Lake Washington,
Brevard County, Florida, containing 9,306 square feet, more or less,
as is more particularly described and shown on Attachment A,
dated October 25, 2012.

HAVE THE USE OF the hereinabove described premises from November 29, 2017, the effective date of this lease renewal, through November 29, 2027, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a public concrete motor boat and airboat launch ramp with a floating finger dock, and a wooden fishing and observation pier, to be used exclusively for launching and retrieving small recreational vessels and airboats, and fishing and passive recreational activities on the observation pier in conjunction with upland public park containing parking lots, pavilions, and a playground area, without fueling facilities, without a sewage pumpout facility, and without liveboards as defined in paragraph 25, as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

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

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

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

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

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

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

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

9. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Brevard County, Florida
Attn: The Board of County Commissioners
2725 Judge Fran Jamieson Way
Viera, Florida 32940

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

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 10 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

22. ADVERTISEMENT/SIGNS NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

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

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEBOARDS: The term "liveboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveboards are authorized by paragraph one (1) of this lease, in no event shall such "liveboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

27. SPECIAL LEASE CONDITIONS:

A. The docking of any vessels, on either a temporary or permanent basis, is prohibited and the pier shall be used solely for passive recreational activities, such as fishing. To ensure compliance, the Lessee shall place and maintain, during the term of this lease and all subsequent renewal terms: (1) a guard and intermediate rail(s) consistent with state or local building code(s) or a 4-foot high railing and 2-foot high intermediate railing around the entire perimeter; and (2) signs advising boaters that mooring, on either a temporary or permanent basis, is prohibited.

B. The terms and conditions herein, including those related to assessment of lease fees, may be reviewed at any time during the term of this lease as deemed necessary by the Lessor or its designated agent, and such terms and conditions may be modified or additional conditions may be imposed as deemed necessary by the Lessor. For the purpose of this provision, the terms and conditions of this lease may be modified (which may include the addition of new terms and conditions) for, but not limited to, the following reasons:

- a. to conform to the adoption or revision of Florida Statutes (F.S.), rules, and standards that require the modification of the lease for compliance;
- b. to ensure compliance with the U.S. Endangered Species Act of 1973, 16 U.S.C., § 1531, et seq., and the Florida Endangered and Threatened Species Act of 1977, Section 372.072, F.S.;
- c. to conform to adoption or revision of rules regarding the assessment of lease fees;
- d. to conform to any modification to the terms and conditions of all applicable permits from the State of Florida Department of Environmental Protection, the applicable water management district and/or the U.S. Army Corps of Engineers, and all other required approvals; and,
- e. to remove any structure declared to be a public nuisance.

The Lessor shall allow the Lessee a reasonable time for compliance with the amended or new terms and conditions.

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

WITNESSES:

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

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

(SEAL)

BY: _____

Cheryl C. McCall, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

 10/4/2017
DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

Tammy Rowe

Original Signature

Tammy Rowe

Typed/Printed Name of Witness

Kimberly J Powell

Original Signature

Kimberly J Powell

Typed/Printed Name of Witness

Brevard County, Florida

(SEAL)

By its Board of County Commissioners

BY:

[Signature]
Original Signature of Executing Authority

Curt Smith

Typed/Printed Name of Executing Authority

Chair

Title of Executing Authority

Approved by Board 11/7/17

“LESSEE”

STATE OF FLORIDA

COUNTY OF BREVARD

Reviewed for legal form and content:

[Signature]

Assistant County Attorney

The foregoing instrument was acknowledged before me this 7 day of November, 2017, by Curt Smith as Chair, for and on behalf of the Board of County Commissioners of Brevard County, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

[Signature]

Signature of Notary Public

June 10, 2020

Notary Public, State of FLORIDA

Commission/Serial No. FF 997773

DEBORAH W. THOMAS

Printed, Typed or Stamped Name

ATTEST:

[Signature]

SCOTT ELLIS, CLERK



LAKE WASHINGTON PARK

BOAT RAMP AND DOCK SUBMERGED LAND-LEASE SPECIAL PURPOSE SURVEY

BREVARD COUNTY, FL

SECTION 9, TOWNSHIP 27 SOUTH, RANGE 36 EAST

SHEET 1 OF 9

NOT VALID WITHOUT SHEETS 2 THROUGH 9 OF 9

PURPOSE:

THE PURPOSE OF THIS SPECIAL PURPOSE SURVEY IS TO PROVIDE THE LOCATION OF THE PROPOSED SUBMERGED LAND LEASE PARCELS, THEIR EXISTING IMPROVEMENTS, AND LEGAL DESCRIPTIONS.

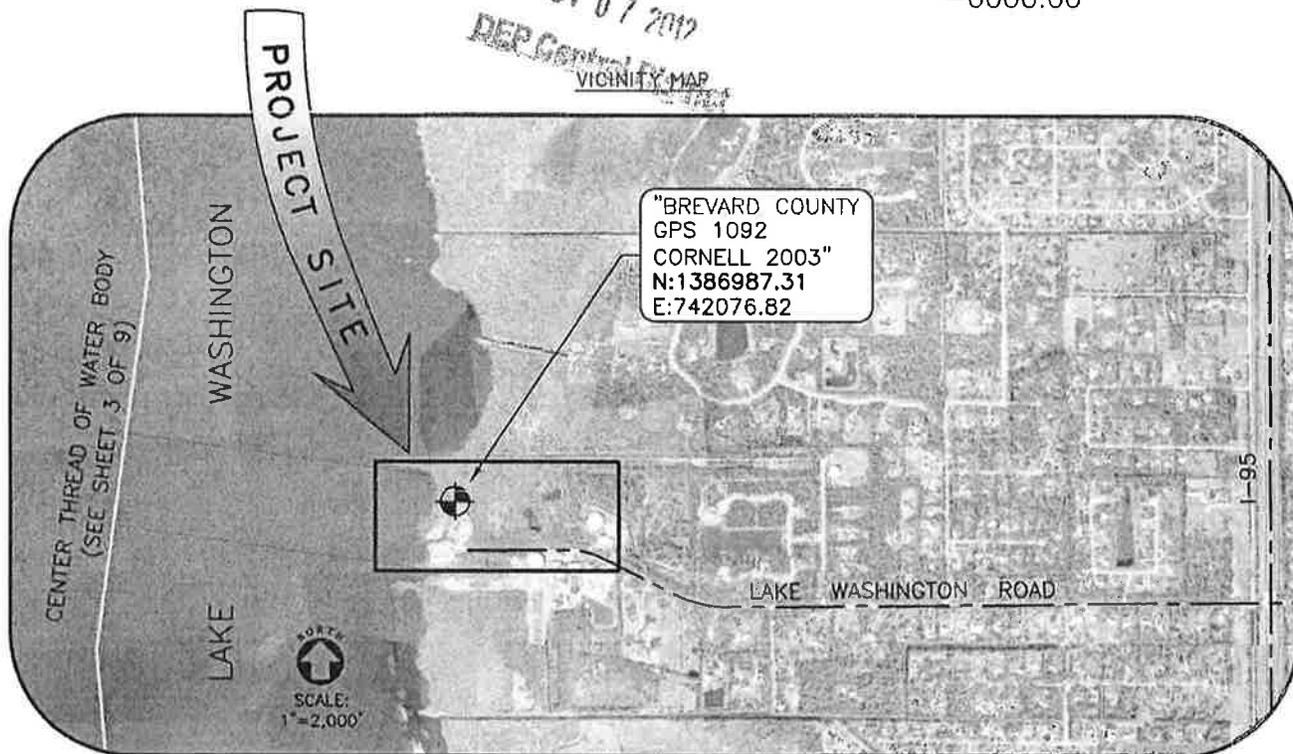
ORIGINAL

LOCATION: LAKE WASHINGTON PARK, MELBOURNE, FL
ADDRESS: 6000 LAKE WASHINGTON RD MELBOURNE, FL 32934
PARCEL: 27-36-09-00-00500.0 -0000.00

RECEIVED

NOV 07 2012

REP General Public
VICINITY MAP



Attachment A
 Page 8 of 21 Pages
 SSL NO. 050348633

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SPECIAL PURPOSE SURVEY WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND THAT IT MEETS ALL OF THE APPLICABLE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05(2), FLORIDA ADMINISTRATIVE CODE, IN ACCORDANCE WITH CHAPTER 472.027, FLORIDA STATUTES.

SUSAN G. JACKSON, COUNTY SURVEYOR FOR BREVARD COUNTY, FLORIDA
 FLORIDA SURVEYOR & MAPPER - PSM NO. 4637 - NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

PREPARED FOR AND CERTIFIED TO:

- 1) BREVARD COUNTY PARKS AND RECREATION
 (PROJECT MANAGER: MARSHA CANTRELL)
- 2) THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA



PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R.RINCONES
DATE: 10/25/12

CHECKED BY: M. CAZESSUS
 S. JACKSON
SHEET: 1 OF 9

PROJECT NO. 12-08-045								
<table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	DATE	DESCRIPTION						
DATE	DESCRIPTION							
REVISIONS								

SECTION 9
TOWNSHIP 27 SOUTH
RANGE 36 EAST

LAKE WASHINGTON PARK
BOAT RAMP AND DOCK SUBMERGED LAND-LEASE SPECIAL PURPOSE SURVEY
BREVARD COUNTY, FL

SECTION 9, TOWNSHIP 27 SOUTH, RANGE 36 EAST

SHEET 2 OF 9
NOT VALID WITHOUT
SHEETS 1 & 3-9 OF 9

SURVEYOR'S NOTES:

1. THIS SPECIAL PURPOSE SURVEY WAS PREPARED TO PROVIDE THE LOCATION OF THE PROPOSED LEASE PARCELS, THEIR EXISTING IMPROVEMENTS AND ADJOINING UPLANDS FOR SUBMERGED LAND LEASE PURPOSES. PURSUANT TO THE INSTRUCTIONS OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, SUBMERGED LANDS AND ENVIRONMENTAL RESOURCES PROGRAM ("FDEP"); SAID PARCELS ARE NOT REQUIRED TO BE NOR WERE THEY FIELD MONUMENTED. HOWEVER, WITNESS MONUMENTATION WAS SET ON THE ADJOINING UPLANDS PARCELS AS SHOWN ON SHEETS 7 AND 9 OF 9.
2. DATE OF FIELD SURVEY: A) IMPROVEMENTS AND SAFE UPLANDS LINE LOCATION – AUGUST 17, 2012
B) SET WITNESS CORNERS – OCTOBER 23, 2012
3. THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED NORTH AS REFERENCED TO THE NORTH LINE OF THE SOUTHEAST ¼ OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 36 EAST AS BEING S.89°10'39"W. AS SET FORTH IN THE DEED OF RECORD RECORDED OF THE UPLANDS PARCEL IN OFFICIAL RECORDS BOOK 3171, PAGE 4211 OF THE PUBIC RECORDS OF BREVARD COUNTY, FLORIDA.
4. THE GRID BEARING SHOWN ALONG THE NORTH LINE OF THE SOUTHEAST ¼ OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 36 EAST IS BASED ON GRID NORTH AS ESTABLISHED FROM THE GPS CONTROL STATIONS NOTED ON SHEET 5 OF 9 AND IS PROVIDED FOR COMPARISON PURPOSES.
5. ELEVATIONS SHOWN HEREON ARE BASED IN NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD '29) AS ESTABLISHED FROM THE VERTICAL CONTROL MONUMENTS SHOWN ON SHEET 5 OF 9.
6. NO INSTRUMENTS OF RECORD AND/OR TITLE COMMITMENT REFLECTING OWNERSHIP, ENCUMBRANCES OF EXISTING EASEMENTS, RIGHTS OF WAY, OR RESTRICTIONS OF RECORD WERE PROVIDED TO THIS SURVEYOR.
7. THE UPLANDS PARCEL SHOWN ON SHEET 4 OF 9 IS BASED ON THE SURVEY PREPARED FOR THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS BY CAMPBELL AND ASSOCIATES, INC, PROJECT NO. 90-857B, SHEET 1 OF 1 DATED NOVEMBER 27, 1990 (LAST REVISED MARCH 07, 1991). SAID UPLANDS PARCEL IS SHOWN FOR INFORMATIONAL PURPOSES AND IS NOT A PART OF THIS SURVEY. EXISTING IMPROVEMENTS, ABOVE AND/OR BELOW GROUND, WHICH ARE LOCATED ON THE ADJOINING UPLAND PARCEL WERE NOT LOCATED.
8. AS DIRECTED AND APPROVED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING ("BSM") ON AUGUST 03, 2012, THE SAFE UPLANDS LINE ("SUL") IS SHOWN IN LIEU OF THE ORDINARY HIGH WATER LINE ("OHWL") WHICH IS THE DEMARCATION BETWEEN SOVEREIGN AND PRIVATE LANDS. AN ELEVATION OF 15.3 FEET (NGVD '29) FOR THE SUL WAS PROVIDED BY THE BSM AS BEING AT OR ABOVE THE OHWL BUT IS NOT THE BOUNDARY LINE SEPARATING SOVEREIGN AND PRIVATE UPLAND OWNERSHIP.
9. CERTIFIED TO AND FOR THE EXCLUSIVE USE OF:
 - a. BREVARD COUNTY PARKS AND RECREATION DEPARTMENT, AND
 - b. THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.

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Attachment A
Page 9 of 21 Pages
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DATE: 10/25/12

SECTION 9
TOWNSHIP 27 SOUTH
RANGE 36 EAST

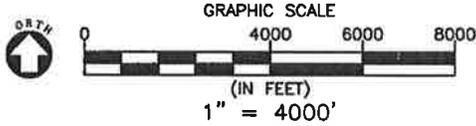
LAKE WASHINGTON PARK

BOAT RAMP AND DOCK SUBMERGED LAND-LEASE SPECIAL PURPOSE SURVEY BREVARD COUNTY, FL

SECTION 9, TOWNSHIP 27 SOUTH, RANGE 36 EAST

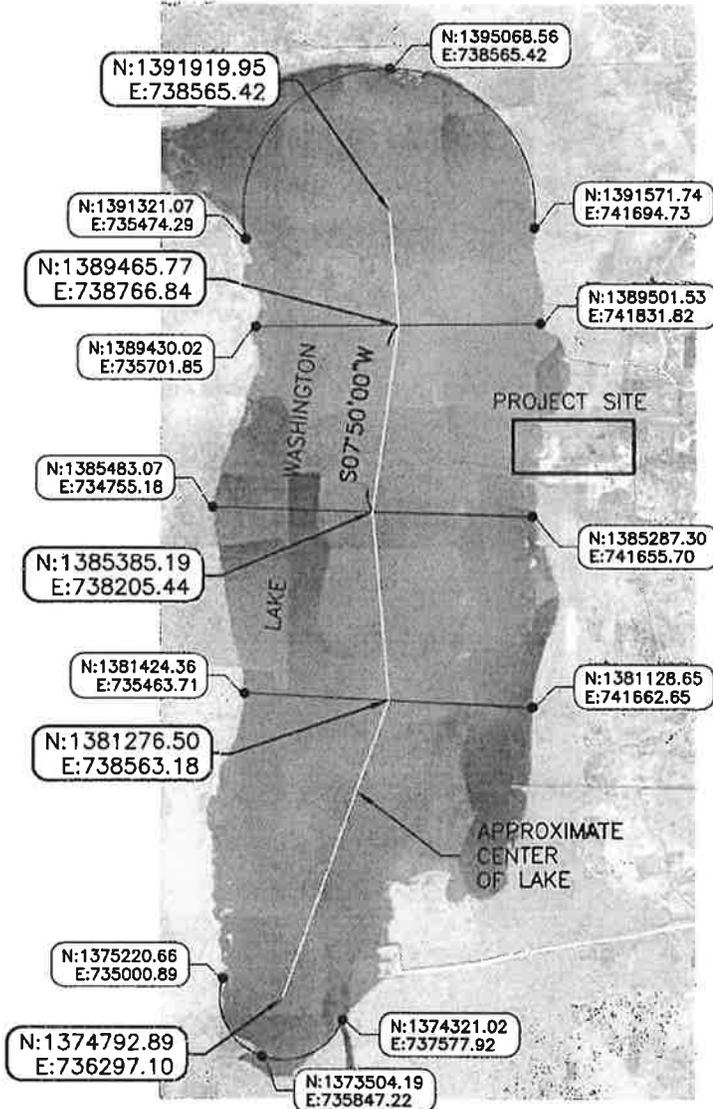
SHEET 3 OF 9
NOT VALID WITHOUT
SHEETS 1,2 & 4-9 OF 9

LAKE WASHINGTON
CENTERLINE DEFINITION POINTS
(NOT FIELD-LOCATED) SEE NOTE



NOTE ON CENTERLINE DEFINITION:

THE POINTS SHOWN HEREON WITH COORDINATES WERE NOT FIELD-LOCATED, BUT DIGITIZED BASED ON GEO-REFERENCED AERIAL IMAGERY. SAID POINTS ARE BASED ON THE LOCATION OF THE EDGE OF WATER OF LAKE WASHINGTON (PER AERIAL IMAGERY) AT POSITIONS NECESSARY FOR DELINEATING AN APPROXIMATE SHORELINE FROM WHICH BOUNDING ARCS (AT LAKE ENDS) AND LATERAL LINES (CONNECTING EAST AND WEST SHORELINES) MAY BE DERIVED. THE CENTERLINE OF LAKE WASHINGTON HEREON IS DEFINED AS THE NORTH-SOUTH CONNECTION OF CENTER POINTS AND MIDPOINTS OF SAID BOUNDING ARCS AND LATERAL LINES, RESPECTIVELY, AND IS USED AS A 90° TERMINUS FOR RIPARIAN LINES EMINATING FROM SUBJECT PARCEL WHERE THE WESTERLY PROJECTIONS OF NORTH AND SOUTH PROPERTY BOUNDARY LINES (UPLAND) INTERSECT WITH THE SHORELINE OF LAKE WASHINGTON AS APPROXIMATED HEREIN.



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SECTION 9
TOWNSHIP 27 SOUTH
RANGE 36 EAST

LAKE WASHINGTON PARK

BOAT RAMP AND DOCK SUBMERGED LAND-LEASE SPECIAL PURPOSE SURVEY

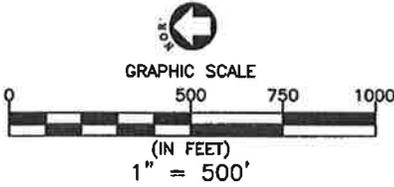
BREVARD COUNTY, FL

SECTION 9, TOWNSHIP 27 SOUTH, RANGE 36 EAST

SHEET 4 OF 9

NOT VALID WITHOUT SHEETS 1-3 & 5-9 OF 9

PROJECT SITE MAP WITH UPLAND MONUMENTATION & RIPARIAN LINES



ABBREVIATIONS:

- (BC) = BREVARD COUNTY SURVEY DATA (PER FIELD MEASURE)
- BC = BACK OF CURB
- C/L = CENTERLINE
- (CA) = CAMPBELL SURVEY DATA (SEE NOTE #7, SHEET 2)
- CB = CHORD BEARING
- CH = CHORD
- CM = CONCRETE MONUMENT
- CONC. = CONCRETE
- CO. = COUNTY
- COR. = CORNER
- Δ = DELTA
- (D) = DEED OF RECORD DATA
- ELEV. = ELEVATION
- FT. = FEET
- (G) = GRID BEARING
- GOVT = GOVERNMENT
- IRC = IRON ROD WITH PLASTIC CAP
- L = LENGTH
- LB = LICENSED BUSINESS
- NGVD = NATIONAL GEODETIC VERTICAL DATUM
- ORB = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE
- R/W = RIGHT-OF-WAY
- R = RADIUS
- SQ.FT. = SQUARE FEET
- SUL = SAFE UPLAND LINE
- (TYP) = TYPICAL

LEGEND

- = CENTER THREAD (WATER BODY)
- = EDGE OF WATER
- = LOT LINES
- = PROPERTY LINE
- = RIPARIAN LINE
- = RIGHT-OF-WAY
- = SECTION LINE
- = SAFE UPLAND LINE

- = CONCRETE
- = WOOD
- = METAL

NOTES:

1. ADJOINING UPLAND PARCELS (MAIN PARK AND SOUTH PARK PARCELS COMBINED) SHORELINE IS APPROXIMATELY 1,150 FT. IN LENGTH.
2. THE NORTHERLY 650 +/- FT. OF THE MAIN PARK PARCEL SHORELINE AND ALL OF SOUTH PARK PARCEL SHORELINE IS HEAVILY VEGETATED WITH MOSTLY BRAZILIAN PEPPERS AND A FEW SCATTERED PALM TREES.

DRAWN BY: R.RINCONES

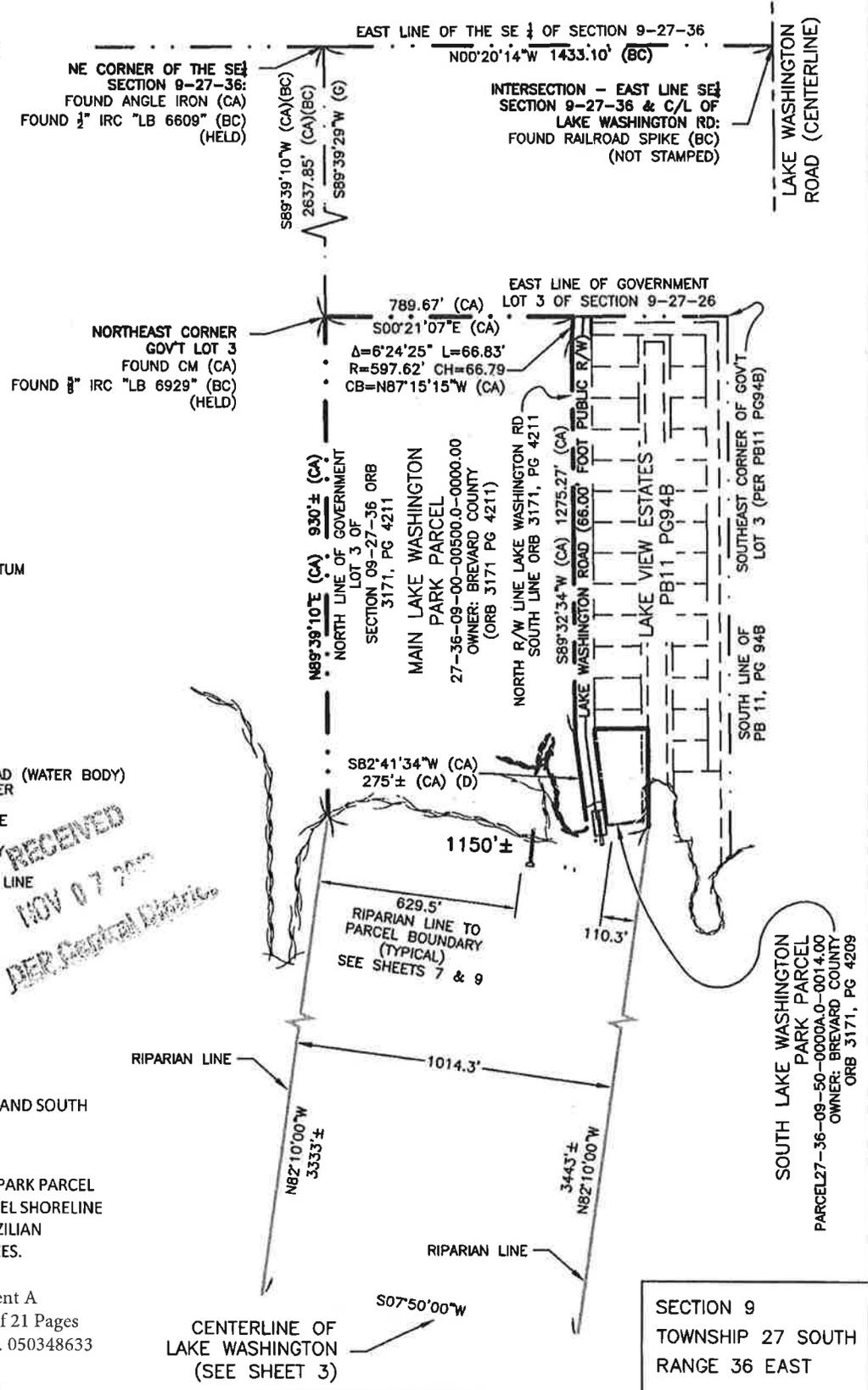
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CENTERLINE OF LAKE WASHINGTON (SEE SHEET 3)

SECTION 9
TOWNSHIP 27 SOUTH
RANGE 36 EAST

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LAKE WASHINGTON PARK

BOAT RAMP AND DOCK SUBMERGED LAND-LEASE SPECIAL PURPOSE SURVEY

BREVARD COUNTY, FL

SECTION 9, TOWNSHIP 27 SOUTH, RANGE 36 EAST

SHEET 5 OF 9

NOT VALID WITHOUT

SHEETS 1-4 & 6-9 OF 9

CONTROL DATA

VERTICAL CONTROL

PRIMARY BENCHMARK #1: (NATIONAL GEODETIC SURVEY PID DG8697; BREVARD COUNTY PID GPS 1092 CORNELL): DEEP ROD MONUMENT (NO SLEEVE) SET IN WEST SIDE OF NORTH END OF PARKING FOR LAKE WASHINGTON PARK STAMPED "GPS 1092 CORNELL 2003"; ELEVATION = 19.270 FT. NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD '29).

SITE BENCHMARK #2: (NATIONAL GEODETIC SURVEY PID AJ7483; BREVARD COUNTY PID V 459 PUB = BAD): 3-1/2" DIAMETER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BRASS DISK STAMPED "V 459 1997" IN CONCRETE MONUMENT SOUTH OF THE BOAT RAMP; ELEVATION = 19.974 FT. (NGVD '29) PER PUBLISHED NATIONAL GEODETIC SURVEY DATA - NOT USED; ELEVATION = 19.819 FT. PER BREVARD COUNTY SURVEYING & MAPPING DIVISION - HELD (SEE BENCHMARK NOTE BELOW).

THE CONVERSION FACTOR IN THIS VICINITY FROM NGVD '29 TO NAVD '88 IS (-)1.345 FT.

BENCHMARK NOTE: THE PUBLISHED ELEVATION FOR SITE BENCHMARK #2, A 459 1997 IS NOT CONSISTENT WITH OTHER PUBLISHED VERTICAL CONTROL IN THE AREA. THE ELEVATION OF 19.819 FT. NOTED ABOVE AS "HELD" FOR SAID SITE BENCHMARK #2 IS BASED ON PRIMARY BENCHMARK #1 HAVING AN ELEVATION OF 19.270 FT. AS ESTABLISHED FROM A CLOSED LEVEL LOOP.

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HORIZONTAL CONTROL (GPS)

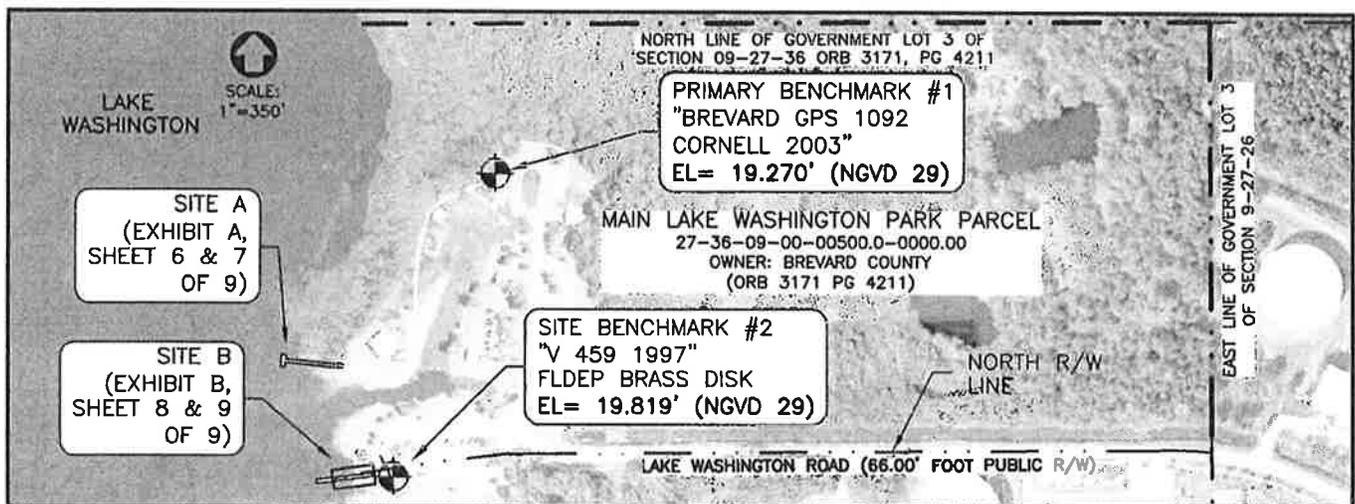
STATION #1

BREVARD COUNTY "GPS 1092 CORNELL 2003" - ALUMINUM ALLOY ROD (NATIONAL GEODETIC SURVEY PID DG8697) - NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT); LATITUDE = 28°08'56.58013"N; LONGITUDE = 080°44'00.24549"W. NORTHING = 1,386,987.13; EASTING = 742,076.82; COMBINED SCALE FACTOR = 0.99995321; CONVERGENCE = 00°07'32.8"

STATION #2

BREVARD COUNTY "GPS 1044 1993"- ALUMINUM ALLOY ROD (NATIONAL GEODETIC SURVEY PID AK7503) - NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT); LATITUDE = 28°07'41.39013"N; LONGITUDE = 080°40'79881"W. NORTHING = 1,379,434.19; EASTING = 758,875.67; COMBINED SCALE FACTOR = 0.99995642; CONVERGENCE = 00°09'00.8"

PROJECT SITE MAP WITH VERTICAL CONTROL



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DATE: 10/25/12

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SECTION 9
TOWNSHIP 27 SOUTH
RANGE 36 EAST

LAKE WASHINGTON PARK
BOAT RAMP AND DOCK SUBMERGED LAND-LEASE SPECIAL PURPOSE SURVEY
BREVARD COUNTY, FL
SECTION 9, TOWNSHIP 27 SOUTH, RANGE 36 EAST

SITE "A"

SHEET 6 OF 9
NOT VALID WITHOUT
SHEETS 1-5, & 7-9 OF 9

DESCRIPTION

SUBMERGED LAND LEASE – DOCK PARCEL

LEGAL DESCRIPTION: (PREPARED BY SURVEYOR, OCTOBER 2012)

A SUBMERGED PARCEL OF SOVEREIGN LANDS BEING A PART OF LAKE WASHINGTON WHICH LIES ADJACENT TO AND COINCIDENT WITH GOVERNMENT LOT 3 OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA; SAID SUBJECT PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 9; THENCE S.89°39'10"W. ALONG THE NORTH LINE OF SAID SOUTHEAST ¼ FOR A DISTANCE OF 2,637.85 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3, ALSO BEING THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3171, PAGE 4211 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE S.89°39'10"W. ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3, ALSO BEING THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3171, PAGE 4211, AND THEIR WESTERLY PROJECTION FOR A DISTANCE OF 1,702.05 FEET; THENCE DEPARTING SAID NORTH LINES AND THEIR WESTERLY PROJECTION AND PERPENDICULAR THERETO, S.00°20'50"E. FOR A DISTANCE OF 628.06 FEET TO AN INTERSECTION WITH THE SAFE UPLAND LINE OF LAKE WASHINGTON WHICH HAS AN ELEVATION OF 15.3 FEET, NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND TO THE POINT-OF-BEGINNING OF THE SUBMERGED LAND PARCEL HEREIN DESCRIBED; THENCE ALONG SAID SAFE UPLAND LINE, THE FOLLOWING FIVE (5) COURSES TO WIT; S.00°20'50"E. FOR A DISTANCE OF 4.73 FEET; S.36°18'41"E. FOR A DISTANCE OF 12.34 FEET; S.31°23'33"E. FOR A DISTANCE OF 12.40 FEET; S.52°14'06"E. FOR A DISTANCE OF 17.92 FEET; S.73°47'08"E. FOR A DISTANCE OF 19.58 FEET; THENCE DEPARTING SAID SAFE UPLAND LINE, N.84°25'19"W. FOR A DISTANCE OF 86.28 FEET; THENCE S.05°34'46"W. FOR A DISTANCE OF 8.97 FEET; THENCE N.82°40'17"W. FOR A DISTANCE OF 39.02 FEET; THENCE N.05°38'01"E. FOR DISTANCE OF 53.96 FEET; THENCE S.82°40'17"E. FOR A DISTANCE OF 39.43 FEET; THENCE S.07°18'04"W. FOR A DISTANCE OF 7.95 FEET; THENCE S.84°17'49"E. FOR A DISTANCE OF 35.46 FEET TO SAID SAFE UPLAND LINE OF LAKE WASHINGTON AND THE POINT-OF-BEGINNING.

SAID SUBJECT PARCEL CONTAINING 0.091 ACRES (3,968 SQUARE FEET), MORE OR LESS.

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SECTION 9
TOWNSHIP 27 SOUTH
RANGE 36 EAST

LAKE WASHINGTON PARK

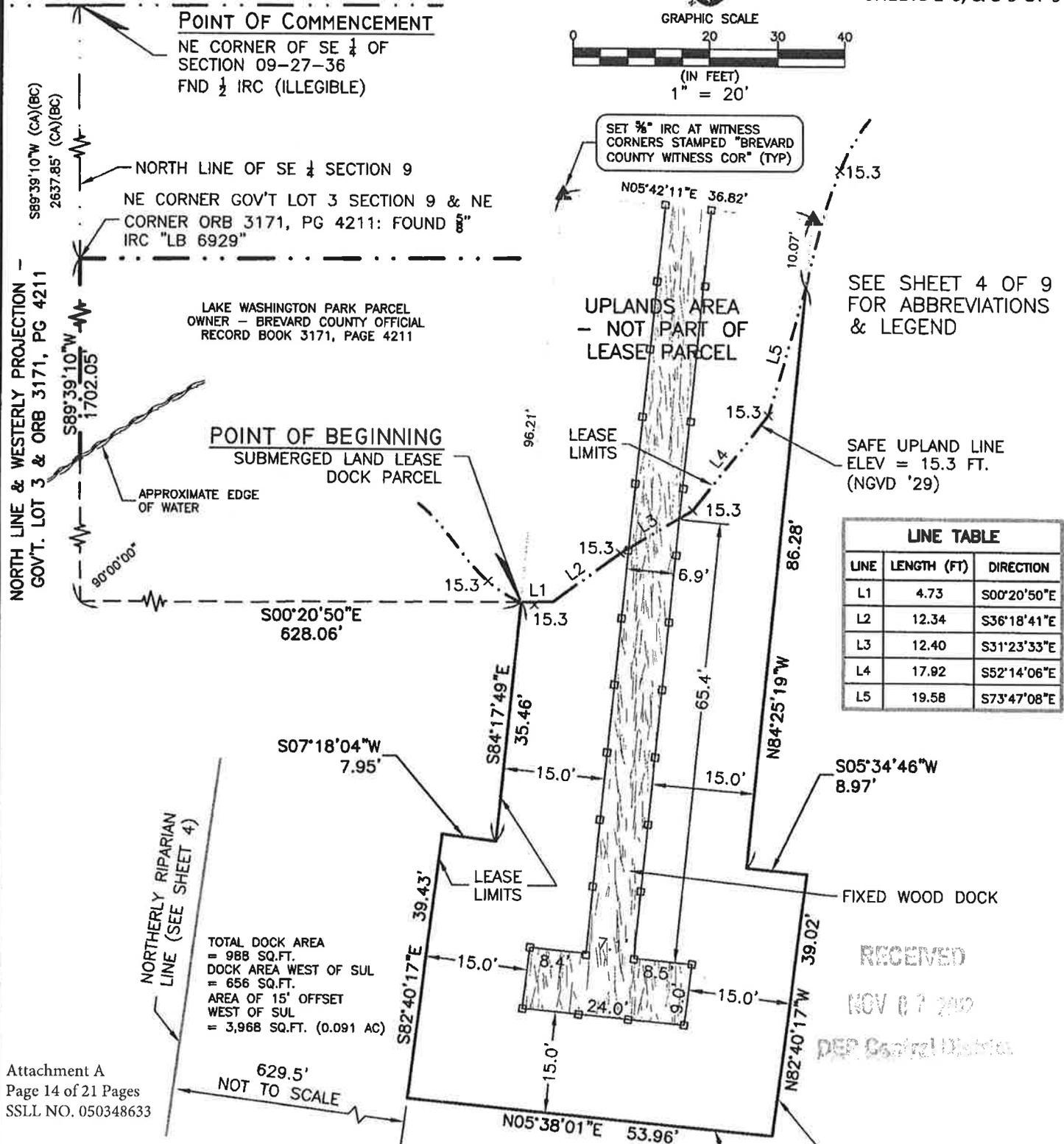
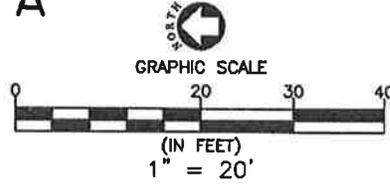
BOAT RAMP AND DOCK SUBMERGED LAND-LEASE SPECIAL PURPOSE SURVEY

BREVARD COUNTY, FL

SECTION 9, TOWNSHIP 27 SOUTH, RANGE 36 EAST

SITE "A"

SHEET 7 OF 9
NOT VALID WITHOUT
SHEETS 1-6, & 8-9 OF 9



POINT OF COMMENCEMENT
NE CORNER OF SE ¼ OF SECTION 09-27-36
FND ½ IRC (ILLEGIBLE)

SET ¾" IRC AT WITNESS CORNERS STAMPED "BREVARD COUNTY WITNESS COR" (TYP)

LAKE WASHINGTON PARK PARCEL
OWNER - BREVARD COUNTY OFFICIAL
RECORD BOOK 3171, PAGE 4211

POINT OF BEGINNING
SUBMERGED LAND LEASE DOCK PARCEL

SEE SHEET 4 OF 9 FOR ABBREVIATIONS & LEGEND

SAFE UPLAND LINE
ELEV = 15.3 FT.
(NGVD '29)

LINE TABLE		
LINE	LENGTH (FT)	DIRECTION
L1	4.73	S00°20'50"E
L2	12.34	S36°18'41"E
L3	12.40	S31°23'33"E
L4	17.92	S52°14'06"E
L5	19.58	S73°47'08"E

TOTAL DOCK AREA = 988 SQ.FT.
DOCK AREA WEST OF SUL = 656 SQ.FT.
AREA OF 15' OFFSET WEST OF SUL = 3,968 SQ.FT. (0.091 AC)

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DATE: 10/25/12

LAKE WASHINGTON

SECTION 9
TOWNSHIP 27 SOUTH
RANGE 36 EAST

LAKE WASHINGTON PARK
BOAT RAMP AND DOCK SUBMERGED LAND-LEASE SPECIAL PURPOSE SURVEY
BREVARD COUNTY, FL
SECTION 9, TOWNSHIP 27 SOUTH, RANGE 36 EAST

SITE "B"

SHEET 8 OF 9
NOT VALID WITHOUT
SHEETS 1-7 & 9 OF 9

DESCRIPTION

SUBMERGED LAND LEASE – BOAT RAMP PARCEL

LEGAL DESCRIPTION: (PREPARED BY SURVEYOR, OCTOBER 2012)

A SUBMERGED PARCEL OF SOVEREIGN LANDS BEING A PART OF LAKE WASHINGTON WHICH LIES ADJACENT TO AND COINCIDENT WITH GOVERNMENT LOT 3 OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA; SAID SUBJECT PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 9; THENCE S.89°39'10"W. ALONG THE NORTH LINE OF SAID SOUTHEAST ¼ FOR A DISTANCE OF 2,637.85 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3, ALSO BEING THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3171, PAGE 4211 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE S.89°39'10"W. ALONG THE NORTH LINES OF SAID GOVERNMENT LOT 3 AND OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3171, PAGE 4211 AND THEIR WESTERLY PROJECTION FOR A DISTANCE OF 1,621.76 FEET; THENCE DEPARTING SAID NORTH LINES AND THEIR WESTERLY PROJECTION AND PERPENDICULAR THERETO, S.00°20'50"E. FOR A DISTANCE OF 828.95 FEET TO AN INTERSECTION WITH THE SAFE UPLAND LINE OF LAKE WASHINGTON WHICH HAS AN ELEVATION OF 15.3 FEET, NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND TO THE POINT-OF-BEGINNING OF THE SUBMERGED LAND PARCEL HEREIN DESCRIBED; THENCE ALONG SAID SAFE UPLAND LINE THE FOLLOWING EIGHT (8) COURSES TO WIT; S.27°00'02"E. FOR A DISTANCE OF 5.63 FEET; S.10°03'47"E. FOR A DISTANCE OF 22.34 FEET; S.02°31'28"E. FOR A DISTANCE OF 10.27 FEET; S.14°56'04"E. FOR A DISTANCE OF 10.73 FEET; S.22°49'39"W. FOR A DISTANCE OF 4.96 FEET; S.50°36'47"W. FOR A DISTANCE OF 10.06 FEET; S.83°09'44"W. FOR A DISTANCE OF 11.96 FEET; S.07°37'12"E. FOR A DISTANCE OF 9.20 FEET; THENCE DEPARTING SAID SAFE UPLAND LINE, S.83°15'12"W. FOR A DISTANCE OF 43.00 FEET; THENCE N.07°37'12"W. FOR DISTANCE OF 14.46 FEET; THENCE S.83°50'58"W. FOR A DISTANCE OF 32.48 FEET; THENCE N.05°55'33"W. FOR A DISTANCE OF 38.01 FEET; THENCE N.83°58'55"E. FOR A DISTANCE OF 31.36 FEET; THENCE N.07°37'12"W. FOR A DISTANCE OF 14.35 FEET; THENCE N.82°39'31"E. FOR DISTANCE OF 62.74 FEET TO SAID SAFE UPLAND LINE OF LAKE WASHINGTON AND THE POINT-OF-BEGINNING.

SAID SUBJECT PARCEL CONTAINING 0.123 ACRES (5,338 SQUARE FEET), MORE OR LESS.

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SECTION 9
TOWNSHIP 27 SOUTH
RANGE 36 EAST

LAKE WASHINGTON PARK
BOAT RAMP AND DOCK SUBMERGED LAND-LEASE SPECIAL PURPOSE SURVEY
 BREVARD COUNTY, FL
 SECTION 9, TOWNSHIP 27 SOUTH, RANGE 36 EAST

SHEET 9 OF 9
 NOT VALID WITHOUT
 SHEETS 1-8 OF 9

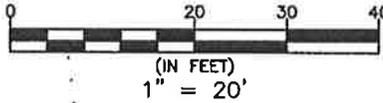
SEE SHEET 4 OF 9 FOR
 ABBREVIATIONS & LEGEND

SITE "B"

POINT OF COMMENCEMENT

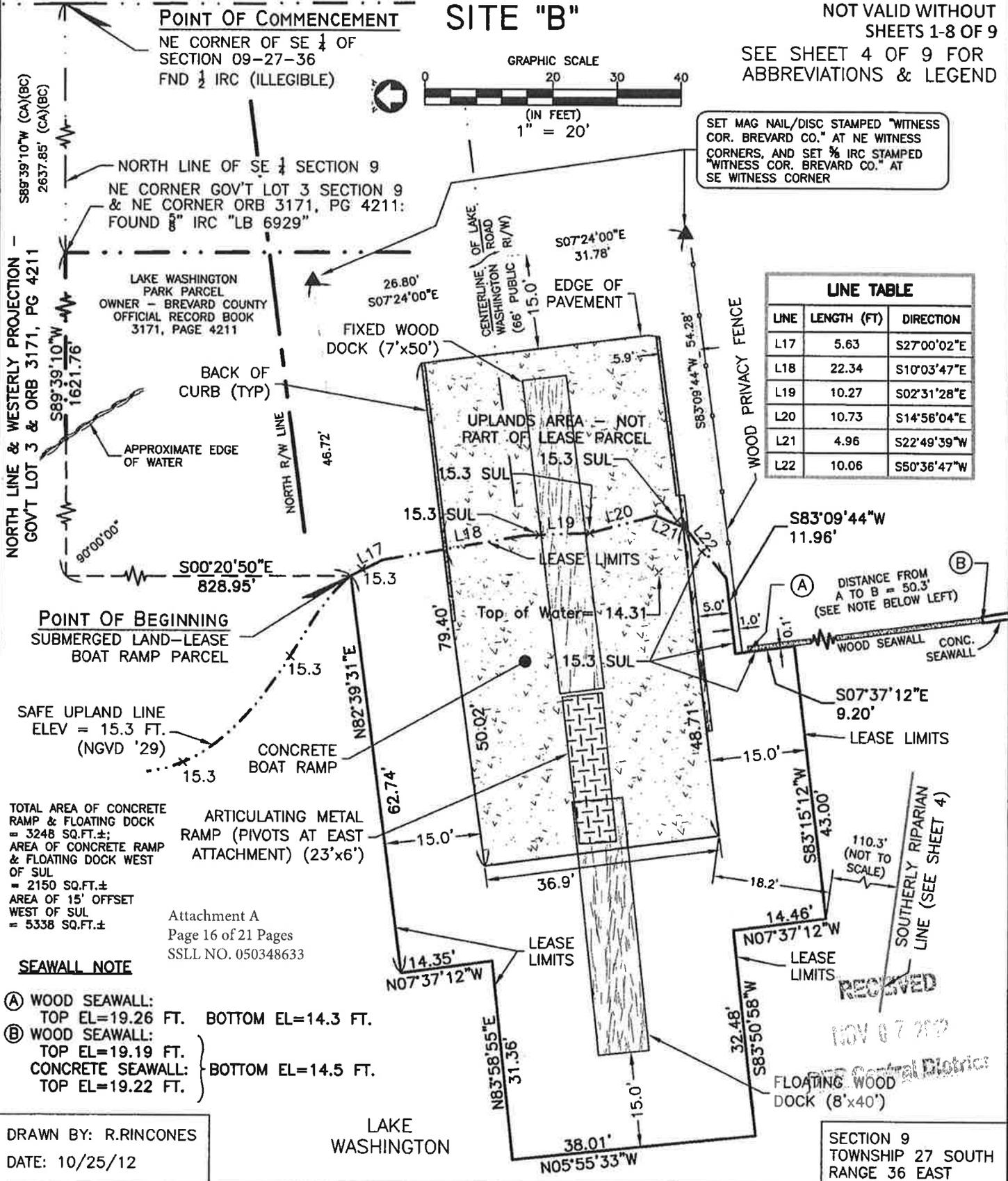
NE CORNER OF SE 1/4 OF
 SECTION 09-27-36
 FND 1/2 IRC (ILLEGIBLE)

GRAPHIC SCALE



SET MAG NAIL/DISC STAMPED "WITNESS
 COR. BREVARD CO." AT NE WITNESS
 CORNERS, AND SET 3/8 IRC STAMPED
 "WITNESS COR. BREVARD CO." AT
 SE WITNESS CORNER

LINE TABLE		
LINE	LENGTH (FT)	DIRECTION
L17	5.63	S27°00'02"E
L18	22.34	S10°03'47"E
L19	10.27	S02°31'28"E
L20	10.73	S14°56'04"E
L21	4.96	S22°49'39"W
L22	10.06	S50°36'47"W



TOTAL AREA OF CONCRETE
 RAMP & FLOATING DOCK
 = 3248 SQ.FT.±;
 AREA OF CONCRETE RAMP
 & FLOATING DOCK WEST
 OF SUL
 = 2150 SQ.FT.±
 AREA OF 15' OFFSET
 WEST OF SUL
 = 5338 SQ.FT.±

ARTICULATING METAL
 RAMP (PIVOTS AT EAST
 ATTACHMENT) (23'x6')

Attachment A
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SEAWALL NOTE

- (A) WOOD SEAWALL:
 TOP EL=19.26 FT. BOTTOM EL=14.3 FT.
- (B) WOOD SEAWALL:
 TOP EL=19.19 FT.
- CONCRETE SEAWALL: } BOTTOM EL=14.5 FT.
 TOP EL=19.22 FT.

DRAWN BY: R.RINCONES
 DATE: 10/25/12

LAKE
 WASHINGTON

SECTION 9
 TOWNSHIP 27 SOUTH
 RANGE 36 EAST

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... (enclose self-addressed stamped envelope)

Name:

Address:

RETURN TO:
JERRY SMITH TITLE
INSURANCE AGENCY, INC.
P.O. Box 1538
MELBOURNE, FL 32902-1538

WARRANTY DEED
INDIVID. TO INDIVID.

RAMCO FORM 01

This Instrument Prepared by:

RALPH GEILICH, Attorney-At-Law
Address: 703 East New Haven Avenue
Post Office Box 820
Melbourne, FL 32902-0820
Property Appraisers Parcel Identification (Folio) Number(s):

27 360950
0 (ante) S.S. # (s):

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed Made the 7th day of January A.D. 1992 by

JOHN H. HARNISH and CAROLYN HARNISH, husband and wife
hereinafter called the grantor, to

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA
whose post office address is 2725 St. Johns Street, Melbourne, FL 32940

hereinafter called the grantees:

(Whoever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in BREVARD County, State of FLORIDA, viz:

Lots 15, 14, and the West 37 feet of Lot 13, BLOCK A,
LAKE VIEW ESTATES according to the plat thereof in
Plat Book 11 at Page 94, of the Public Records of
Brevard County, Florida.

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantees that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1991.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Signature: [Signature]
Printed Signature: RALPH GEILICH

Signature: [Signature]
Printed Signature: SARAH A. HUCKEBY

Signature: [Signature]
Printed Signature: RALPH GEILICH

Signature: [Signature]
Printed Signature: SARAH A. HUCKEBY

Signature: [Signature]
Printed Signature: JOHN H. HARNISH
5385 Pina Drive, Melbourne, FL 32934
Post Office Address

Signature: [Signature]
Printed Signature: CAROLYN HARNISH
5385 Pina Drive, Melbourne, FL 32934
Post Office Address

Signature: [Signature]
Printed Signature: CAROLYN HARNISH
5385 Pina Drive, Melbourne, FL 32934
Post Office Address

Signature: [Signature]
Printed Signature: CAROLYN HARNISH
5385 Pina Drive, Melbourne, FL 32934
Post Office Address

NOTARY CERTIFICATE ON REVERSE SIDE

STATE OF
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

who executed the foregoing instrument and acknowledged before me that
WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, A.D. 19

SEAL

Notary Signature

Printed Notary Signature

My Commission Expires

Return to (enclose self-addressed stamped envelope)

Name

Address

RETURN TO:
JERRY SMITH TITLE
INSURANCE AGENCY, INC.
P.O. Box 1538
MELBOURNE, FL 32902-1538

WARRANTY DEED
FROM CORPORATION

557-1721
FL 32909
RANCO FORM 33

(3)

4610 20
11 2, 300 20
11 3, 315 20

N PGS 3
TRUST FUND 1300
REV FSL 3,300.00
ESTAT
MAY FAX
ELECTR
SERV FUND
REFUND

This Instrument Prepared by:
RALPH GEILICH, Attorney at Law
703 East New Haven Avenue
Post Office Box 820
Melbourne, FL 32902-0820

Property Appraisers Parcel Identification (Folio) Number(s):

Grantee(s) S.S.#(s):

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed Made and executed the 7th day of January A. D. 1992 by
LAKE WASHINGTON RESORT, INC., a Florida corporation
a corporation existing under the laws of State of Florida, and having its principal place of
business at 6085 Lake Washington Road, Rt. 1, Box 767, Melbourne, FL 32935
hereinafter called the grantor, to

BOARD OF COUNTY COMMISSIONERS BREVARD COUNTY FLORIDA
whose postoffice address is 2725 St. Johns Street, Melbourne, FL 32940
hereinafter called the grantees:

(Wherever used herein the terms "grantor" and "grantee" include all the parties in this instrument and
the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell,
alien, remise, release, convey and confirm unto the grantees, all that certain land situate in BREVARD
County, Florida, viz:

SEE ATTACHED EXHIBIT "A"



tenements, hereditaments and appurtenances thereto belonging or in any

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantees that it is lawfully seized of said land in fee
simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully war-
rants the title to said land and will defend the same against the lawful claims of all persons whomsoever;
and that said land is free of all encumbrances

In Witness Whereof

(CORPORATE SEAL)

the grantor has caused these presents to
be executed in its name, and its corporate seal to be hereunto affixed, by its
proper officers thereunto duly authorized, the day and year first above written

ATTEST: Carolyn Harnish
CAROLYN HARNISH Secretary

Signed, sealed and delivered in the presence of:

LAKE WASHINGTON RESORT, INC.
6085 Lake Washington Road
Box 767
Melbourne, FL 32935
By JOHN H. HARNISH President

STATE OF
COUNTY OF

NOTARY CERTIFICATE ON REVERSE SIDE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments,
personally appeared

well known to me to be the President and respectively of the corporation named as grantor
in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily
under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this day of A. D. 19

BK 3171 PG 4211

RECORDED & VERIFIED
110775
00 00 00 11:55

Notary Certificate

State of Florida

County of BREVARD

I Hereby Certify, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appearedJOHN H. HARNISH and CAROLYN HARNISH.....

to me known to be the President and SECRETARY....., respectively, of the corporation in whose name the attached instrument was executed: (Describe type and date of attached instrument) Warranty Deed dated January 7, 1992.....

and that they severally acknowledged executing the same as such officers of such corporation freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. I relied upon the following form.... of identification of the above named persons... Florida Driver's Licenses... and personal knowledge.....

and that an oath (was) ~~(was)~~ taken.

Witness my hand and official seal in the County and State last aforesaid this Seventh day of January....., A.D. 19 92.

112601
NOTARY RUBBER STAMP SEAL



Ralph Getlich
Notary Signature

RALPH GETLICH
Printed Notary Signature

To

Warranty Deed
FROM CORPORATION

RAMCO FORM 33

INSTRUMENT # 2505 1998
FILED IN
MAY 19 1998
COUNTY OF BREVARD
FLORIDA

BK:3171PG4212

Exhibit "A"

Commencing at the Northeast corner of Government Lot 3, Section 9, Township 27 South, Range 36 East, go South along the quarter section line 814 feet, more or less, to the center of the County Road as now located and established on said Lot 3; thence go South 89 degrees 31 minutes West 1340 feet; thence go South 82 degrees 40 minutes West 275 feet, more or less, to and into the waters of Lake Washington; thence meander the water's edge of Lake Washington Northerly to the North line of said Government Lot 3; thence go Easterly on the North line of said Government Lot 3 to the Northeast corner of said Lot 3 and the point of commencing, containing within said boundaries 29 acres of land, more or less. There is expressly except from said land right-of-way for County Road as now located and established 33 feet wide North of adjacent to and parallel with the South boundary of said land from the East boundary of said Lot 3 to lake Washington.

Said land being also described as follows, to-wit:

All of Government Lot 3, Section 9, Township 27 South, Range 36 East, lying North of the County Road, excepting right-of-way for the County Road, said right-of-way being 33 feet wide on each side of center line of said County road.

UNSUITABLE FOR
MICROFILM