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|--------------|
| Meeting Date |
| 11/17/15 |

| AGENDA | |
|----------|---------|
| Section | Consent |
| Item No. | II B.2 |

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

| | |
|---------------------|--|
| SUBJECT: | Resolution, Interlocal Agreement, and County Deed: Re: Conveying Oars & Paddles Park to the City of Indian Harbour Beach – District 4 Fiscal Impact: Upon transfer of ownership, the City will be responsible for all maintenance and improvements to the property resulting in a direct yearly savings of \$50,044 in the South Area Parks Operation Budget plus scheduled and unanticipated annual on-going expenditures for capital. |
| DEPT/OFFICE: | Community Services Group / Parks and Recreation Department |

Requested Action:
 It is requested the Board authorize the Chairman to execute a Resolution, Interlocal Agreement, and County Deed conveying Oars & Paddles Park to the City of Indian Harbour Beach.

Summary Explanation & Background:
 In December of 2014, the Indian Harbour Beach City Council voted unanimously to allow their staff to negotiate with Brevard County for the transfer of ownership, operations, and maintenance of Oars & Paddles Park.

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

 Brevard County Code of Ordinances, Chapter 2, Section 2-241 through Section 2-251, establishes procedures for the sale, leasing and donation of real property. It requires the intent and County Code to be published on the County Internet Website at least 5 days prior to the public meeting and also requires a **supermajority** vote by the Board. The posting requirement was successfully completed on November 3, 2015.

 If approvals are authorized, the transfer will be effective on January 1, 2016.

Clerk to the Board Instructions:

Exhibits Attached: Resolution, Interlocal Agreement, Deed, and Map.

| | | | | | | | |
|---|---|------------------------------------|---|-------------------------------------|--|--------------------------|-----------------------------|
| Contract /Agreement (If attached): | | Reviewed by County Attorney | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> | PR <input type="checkbox"/> |
| County Manager | Assistant County Manager, Mel Scott | | Jack Masson, Parks & Recreation Department Director | | 633-2046; jack.masson@brevardparks.com | | |
| Stockton Whitten, County Manager | Assistant County Manager, Yenetta Valdengo <i>Yenetta Valdengo</i> | | <i>Jack Masson</i> | | | | |



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

Telephone: (321) 637-2001
Fax: (321) 264-6972

November 18, 2015

MEMORANDUM

TO: Jack Masson, Parks and Recreation Director

RE: Item II.B.2., Resolution, Interlocal Agreement, and County Deed for Conveying Oars and Paddles Park to the City of Indian Harbour Beach

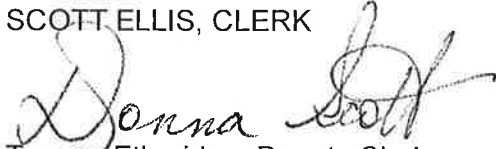
The Board of County Commissioners, in regular session on November 17, 2015, adopted Resolution No. 15-223, authorizing the transfer of real property; and executed Interlocal Agreement and County Deed conveying Oars and Paddles Park to the City of Indian Harbour Beach. Enclosed are three certified copies of the Resolution, three executed Interlocal Agreements, and fully-executed Deed.

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

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

for 
Donna Scott
Tammy Etheridge, Deputy Clerk

Encls. (7)

cc: Contracts Administration
Asset Management
Finance
Budget

Please call Melissa X52517 when ready for pick up. Thanks!

**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: City of Indian Harbour Beach | | 3. Division Name: Parks and Recreation Department – South Area | |
| 2. Fund/Account #: | | 6. Mail Stop #: 76 | |
| 4. Contract Description: Interlocal Agreement with the City of Indian Harbour Beach for the conveyance of Oars & Paddles Park | | | |
| 5. Contract Monitor: Carol Gerundo/Greg Minor | | 8. Class Code: | |
| 7. Dept./Office Director: Jack Masson | | ACTION REQUIREMENT: Approval Signature | |
| ACTION DATE: Upon Receipt | | | |

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 | _____ | JM | 10/21/2015 |
| Risk Management | _____ | _____ | _____ | _____ |
| County Attorney |  | _____ | MDS | 11/21/15 |

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

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Information Systems Division and the contract will be entered into the contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See BC-20 for additional information.

Please call Melissa X52517 when ready for pick up. Thanks!

**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: Brevard County | |
| 2. Fund/Account #: | 3. Division Name: Parks and Recreation Department – South Area |
| 4. Contract Description: Interlocal Agreement with the City of Indian Harbour Beach for the conveyance of Oars & Paddles Park | |
| 5. Contract Monitor: Helen Seaman | 6. Mail Stop #: 76 |
| 7. Dept./Office Director: Jack Masson | 8. Class Code: |
| ACTION DATE: <i>Upon Receipt</i> | ACTION REQUIREMENT: <i>Approval Signature</i> |

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 | _____ | JM | 4/27/2015 |
| Risk Management | X | _____ | JLJ <i>JLS</i> | 5/4/2015 |
| County Attorney | _____ | _____ | _____ | _____ |

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

NOTE: *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Information Systems Division and the contract will be entered into the contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See BC-20 for additional information.*

RESOLUTION NO. 2015- 223

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

WHEREAS, the Board of County Commissioners of Brevard County, Florida (hereinafter referred to as "County") is the owner of certain real property commonly referred to as Oars & Paddles Park (hereinafter referred to as "Property") and more particularly described in Exhibit A; and

WHEREAS, the County wishes to convey ownership of the Property to the City of Indian Harbour Beach, a municipality incorporated under the Laws of Florida (hereinafter referred to as "City"); and

WHEREAS, the City desires to use, operate, maintain, and improve the Property to provide public recreational use and public related activities; and

WHEREAS, the County finds that the City's proposed use of the Property will promote public health, safety or welfare, will serve the public interest, will serve a public purpose, is in the best interest of the County, and that the Property is not needed for County purposes.

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

1. The County will enter into an Interlocal Agreement with the City, as described in Exhibit B, whereby the County agrees to convey certain Property to the City, subject to specified conditions.
2. The County has determined that the Property is not needed by the County.
3. The consideration for the Property conveyance shall be ten dollars (\$10.00).
4. This Resolution shall take effect immediately upon its adoption. No obligation to transfer the Property to the City shall arise until the Interlocal Agreement in Paragraph 2 is executed by both parties and the conditions of the Interlocal Agreement, relating to the conveyance, have been met.
5. In the event the City fails to comply with the Interlocal Agreement, then title shall immediately revert to the County which shall thereafter have the right to reenter and repossess the property.

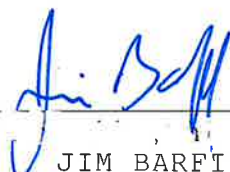
DONE, ORDERED AND ADOPTED this 17th day of November, 2015.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA



JIM BARFIELD, CHAIRMAN
As approved by the Board on 11/17/2015.

Exhibit A

LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 1787, PAGE 186)

FROM THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF BAHAMA DRIVE, AND THE WESTERLY RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE, BEING THE SE CORNER OF "PARCEL B," HARBOUR ISLES, SECOND ADDITION, AS RECORDED IN PLAT BOOK 18, PAGE 81, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, RUN N 13-26'-45" W ALONG THE WESTERLY RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE A DISTANCE OF 280.0 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE N 13-26-45" W ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 60.13 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2050.0 FEET AND A CENTRAL ANGLE OF 11-12'46"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 401.08 FEET; THENCE S 70-13-25" W A DISTANCE OF 137.0 FEET; THENCE N10-42'56"W A DISTANCE OF 158.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO.3; THENCE S 70-13-25 W ALONG SAID SOUTH RIGHT OF WAY LINE OF STATE ROAD NO.3 A DISTANCE OF 500.00 FEET; THENCE S 19-46'35" E A DISTANCE OF 280.0 FEET TO THE NORTH RIGHT OF WAY LINE OF WHITING WATERWAY; THENCE N 70-13'-25"E A DISTANCE OF 226.05 FEET, TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 96 19'50"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 252.19 FEET; THENCE S 13-26'-45" E A DISTANCE OF 144.19 FEET; THENCE N 76-33'-15" A DISTANCE OF 165.0 FEET TO THE POINT OF BEGINNING.

SAID PREMISES BEING ALSO DESCRIBED AS

FOLLOWS: SUB-PARCEL "A"

FROM THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF BAHAMA DRIVE AND THE WESTERLY RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE, BEING THE SOUTHEAST CORNER OF PARCEL "B" HARBOUR ISLES SECOND ADDITION, AS RECORDED IN PLAT BOOK 18, PAGE 81, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, RUN N 13-26'45" W, ALONG THE WESTERLY RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE, A DISTANCE OF 340.13 FEET TO THE P.C. OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, HAVING AS ITS ELEMENTS A RADIUS OF 2050.00 AND A CENTRAL ANGLE OF 11-12'-46", AN ARC DISTANCE OF 401.08 FEET; THENCE RUN S70-13'-25" W, A DISTANCE OF 137.0 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N10-42'-56" W, A DISTANCE OF 158.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO.3; THENCE S 70-13'-25"W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 500.0 FEET; THENCE RUN S 19-46'-35"E, A DISTANCE OF 280.0 FEET TO THE NORTH RIGHT OF WAY LINE OF WHITING WATERWAY; THENCE RUN N 70-13'-25" E, A DISTANCE OF 226.05 FEET TO THE P.C. OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, HAVING AS ITS ELEMENTS A RADIUS OF 150.0 FEET AND A CENTRAL ANGE OF 42-17'47", AN ARC DISTANCE OF 110.73 FEET; THENCE RUN N 22-31'-05" E A DISTANCE OF 220.05 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

SUB-PARCEL "B"

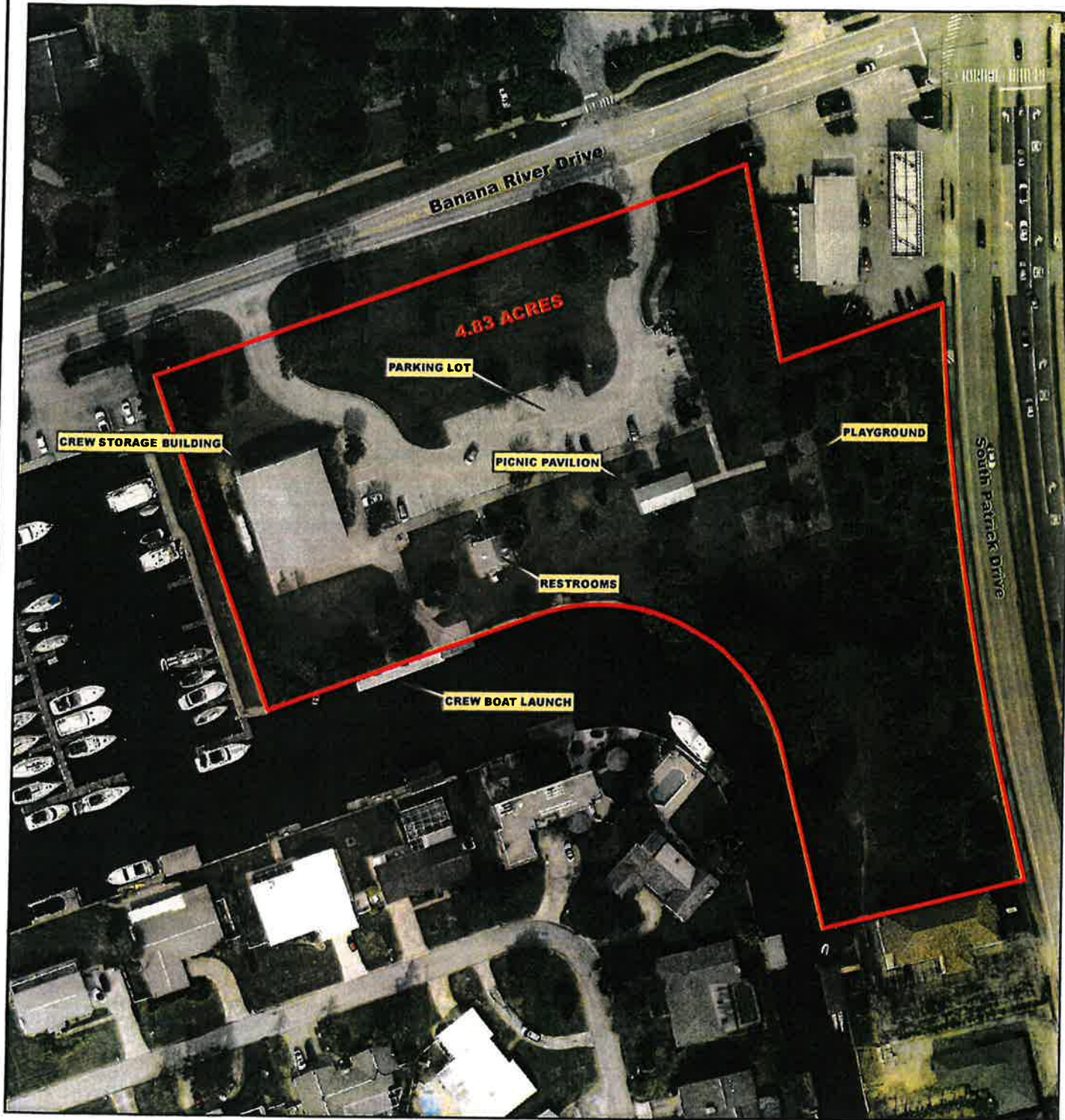
FROM THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF BAHAMA DRIVE AND THE WESTERLY RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE, BEING THE SOUTHEAST CORNER OF PARCEL "B", HARBOUR ISLES SECOND ADDITION, AS RECORDED IN PLAT BOOK 18, PAGE 81, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, RUN N 13-26'-45" W ALONG THE WESTERLY RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE, A DISTANCE OF 280.0 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE N 13-26'-45" W, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 60.13 FEET TO THE P.C. OF CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, HAVING AS ITS ELEMENTS A RADIUS OF 2050.0 FEET AND A CENTRAL ANGLE OF 11-12'-46", AN ARC DISTANCE OF 401.08 FEET; THENCE RUN S 70-13'25" W, A DISTANCE OF 137.0 FEET; THENCE RUN S 22-31'-05" W, A DISTANCE OF 220.05 FEET TO THE P.C. OF A CURVE TO THE RIGHT, SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF WHITING WATERWAY; THENCE ALONG

SAID CURVE, HAVING AS ITS ELEMENTS A RADIUS OF 150.0 FEET AND A
CENTRAL ANGLE OF

54-02'-03", AN ARC DISTANCE OF 141.46 FEET; THENCE RUN S 13-26'-45"
E, A DISTANCE OF 144.19 FEET; THENCE RUN N 76-33'-15" E, A DISTANCE
OF 165.0 FEET TO THE POINT OF BEGINNING.

OARS AND PADDLES PARK

1329 Banana River Drive
Indian Harbour Beach, FL 32937



Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940



2015 Aerial



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

INTERLOCAL AGREEMENT

This Interlocal Agreement entered into this 11 day of November, 2015, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County" and THE CITY OF INDIAN HARBOUR BEACH, a municipality incorporated under the Laws of Florida, hereinafter referred to as "City".

RECITALS:

WHEREAS, the County owns Oars & Paddles Park, hereinafter referred to as "Property" and described in Exhibit A, that was purchased under the 1984 Beach and Riverfront referendum as approved by the voters for the acquisition and preservation or improvement of oceanfront and riverfront property; and

WHEREAS, the 4.77 acre Property was developed by the County and includes a boathouse, floating launch dock, playground, pavilion, restroom building and parking; and

WHEREAS, the City desires to obtain ownership and control of the Property to use, operate, maintain, and improve for public recreational use and public related activities; and

WHEREAS, the County has by Resolution determined that conveyance of the Property to the City will serve the public interest of the citizens of Brevard County.

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

1. **RECITALS**. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.
2. **CONVEYANCE OF PROPERTY**. The County agrees to convey by County Deed the Property described in Exhibit A to the City for purposes of operating and maintaining public recreational use and public related activities. The conveyance shall be subject to and strictly in accordance with the terms and conditions set forth herein. The transfer of the Property shall take place no sooner than January 1, 2016 or no later than April 1, 2016.
3. **RESTRICTED USE**. The County hereby agrees to convey the Property to the City, as described above, under the following terms and conditions:
 - a. The Property shall be used solely for public recreational use and public related activities. In the event the Property is not used or ceases to be used for the stated purposes, then all right, title and interest in the Property shall revert to the County which shall thereafter have the right to reenter and repossess the Property.
 - b. The City shall operate and maintain the Property for the enjoyment of the residents and visitors of Brevard County. The City agrees to make use of the Property available to all County residents and visitors with no differential in fees.
 - c. The County Deed conveying the county-owned parcels to the City shall contain a restrictive covenant running with the land prohibiting any use of the Property other than for public recreational use and public related activities, and associated uses and improvements directly related thereto, including the requirement of uniform user fees.
4. **ILLEGAL, UNLAWFUL, OR IMPROPER USE**. The city shall make no unlawful, improper, immoral or offensive use of the subject Property nor will the City use the subject Property or allow the use of the Property for any purpose other than that herein above set forth. Failure of the City to comply with this provision shall be considered a material default under this Agreement and the Property shall revert back to the County.

5. **CONSIDERATION.** For consideration of the conveyance and assignment of the Property, the City hereby agrees to pay to the County the amount of Ten Dollars (\$10.00). The check shall be made payable to the Board of County Commissioners and mailed to Brevard County Parks & Recreation Department, 2725 Judge Jamieson Way, Suite B203, Viera, FL 32940.
6. **RIGHT OF ENTRY BY COUNTY.** The County or its agents may at any reasonable time enter onto the subject Property for the purpose of inspection of same or for performing such other duties as are required by the terms of this Interlocal Agreement, or the rules, regulations, ordinances or laws of any governmental body. The right to enter onto the Property confers to the County the right to enter any premises on the Property for the purposes of inspection under this section.
7. **FEASIBILITY PERIOD; IMPROVEMENTS.** The County hereby grants the City sixty (60) days from the Effective Date of this Interlocal Agreement within which to conduct any feasibility or other studies, soil tests, surveys, engineering or environmental examinations or reviews, or other studies that it deems necessary (herein referred to as the "Feasibility Period"). In the event that on or before the date said sixty (60) days have expired, the City, in its sole discretion, determines in its sole discretion that the Property conveyance is not in the public interest, the City shall notify the County in writing, at which time this Interlocal Agreement shall terminate, and this Interlocal Agreement shall be of no further force or effect, and the rights and obligations of the parties shall be canceled therewith. The County hereby grants permission to the City or its agents to enter upon the Real Property prior to Closing for the purpose of environmental due diligence investigations, surveying, architectural, and engineering studies, including but not limited to soil tests, surveys, and site planning work.

The City hereby agrees to indemnify and hold the County harmless of and from any and all claims or obligations of any kind, provided that such claim or obligation is not solely the result of the County's negligence, that may be incurred as a direct result of said use of the Real Property during said sixty (60) day feasibility period by the City or its agents; provided, that said indemnification shall not exceed the limits of the waiver of sovereign immunity as set forth in Section 768.28, Florida Statutes (\$200,000 per person/\$300,000 in the aggregate per incident). In the County's discretion, it may purchase an insurance policy with limits of \$200,000 per person/\$300,000 in the aggregate per incident insuring the County against any and all claims or obligations of any kind that may be incurred as a direct result of said use of Real Property during said sixty (60) day feasibility period by the City or its agents or add the County as an "additional insured" to an insurance policy insuring the City in the aforementioned amounts for any and all claims or obligations of any kind that may be incurred as a direct result of said use of the Real Property during said sixty (60) day feasibility period by the City or its agents.

If the City has not elected to terminate this Interlocal Agreement upon the expiration of the sixty (60) day Feasibility Period, by execution of this Interlocal Agreement, the City will be deemed to represent to the County that an authorized representative of the City has inspected the Property on the City's behalf; the City has fully inspected the Property; and the City is fully responsible to make all necessary modifications, improvements, or repairs to the Property. It is understood and agreed by the parties that any and all such development on the subject Property shall be at the City's expense.

It is hereby mutually agreed and understood that any building, structure or facility placed or constructed on the Property, or any facility located thereon and permanently attached thereto, shall become the property of the County if and upon reverting back to the County.

8. **CLOSING COSTS.** The Parties agree to exchange a properly executed County Deed, in substantially the same form as the document attached as Exhibit B, within ten (10) days of the expiration of the sixty (60) Feasibility Period of this Interlocal Agreement. The cost of recording the County Deed and any other normal and customary closing costs shall be paid by the City.

9. **BONDS**. The City acknowledges and agrees that the County has issued, and there remains outstanding, certain debt obligations (the "Bonds"), the interest income of which is exempt from federal income tax and the proceeds of which were used to finance certain costs of the Property. The City covenants and agrees to comply with all applicable Internal Revenue Code provisions, Income Tax Regulations and other federal tax policies, procedures and rules with respect to the use and operation of the Property in order to maintain the tax-exempt status of the Bonds. Without limiting the generality of the foregoing, so long as the Bonds are outstanding, the City shall not enter into any lease, management agreement, service contract or other similar instrument with respect to the operations or use of the Property nor will it sell or otherwise transfer any ownership interest in the Property without the prior written consent of the County. To the extent that the Internal Revenue Service or other federal agency audits or examines the Bonds, due to acts or omissions of the City, the City shall indemnify the County for all fees, costs and expenses the County may incur with respect to such audit, including but not limited to, staff time and attorneys' fees and costs. If as a result of an audit or examination of the Bonds, it is determined that the interest income from the Bonds is subject to federal income tax or if a settlement is entered into with respect to any audit of the Bonds, as a result of the City's acts or omissions, the City will be responsible for all amounts due and payable with respect thereto, including but not limited to, taxes, additional interest cost, penalties and any other costs required to be paid in connection therewith.
10. **DEFAULT**. The City understands and agrees that this Interlocal Agreement is made upon the express condition that should the City abandon or vacate the subject Property or fail and neglect to perform or observe any or all the applicable covenants contained herein, this Interlocal Agreement shall, at the option of the County, become null and void upon fifteen (15) days written notice to the City, and the Property shall revert back to the County.
11. **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.
12. **GOVERNING LAW**. This Interlocal Agreement shall be deemed to have been executed and entered into within the State of Florida and this Interlocal Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.
13. **VENUE**. Venue for any legal action brought by any party to this Interlocal 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.
14. **MODIFICATION**. No Modification of this Interlocal Agreement shall be binding on the County or City unless reduced to writing and signed by a duly authorized representative of the County and the City.
15. **ENTIRETY CLAUSE**. This Interlocal Agreement embodies the entire Interlocal Agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein.
16. **SEVERABILITY**. If any provision of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
17. **NOTICE**. Notice under this Interlocal Agreement shall be given to the County by mailing written notice, postage prepaid, to the Brevard County Office of the County Manager, or designee, 2725 Judge Fran Jamieson Way, Viera FL 32940, and notice shall be given to the City by mailing written notice, postage prepaid to the City Manager, City of Indian Harbour Beach, 2055 S. Patrick Drive, Indian Harbour Beach, FL 32937.
18. **EFFECTIVE DATE**. As used herein, the term "Effective Date" shall mean the date on which the last of the parties hereto executes this Agreement and when it is recorded in Public records of Brevard County, Florida, as required by section 163.01(11), Florida Statutes.

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

ATTEST:



Scott Ellis

Scott Ellis, Clerk

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

By: *Jim Barfield*

JIM BARFIELD, CHAIRMAN

As approved by the Board on November 17, 2015.

Reviewed for legal form and content:

Matthew Sos

Assistant County Attorney

ATTEST:

**CITY OF INDIAN HARBOUR BEACH, A FLORIDA
MUNICIPAL CORPORATION**

Debbie Maliska

Debbie Maliska, City Clerk

By: *Mark Ryan*

Mark Ryan, City Manager

As approved by the City Council on
December 8, 2015

Reviewed for legal form and content:

Karl Bohne

Karl Bohne, City Attorney

Exhibit A

LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 1787, PAGE 186)

FROM THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF BAHAMA DRIVE, AND THE WESTERLY RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE, BEING THE SE CORNER OF "PARCEL B," HARBOUR ISLES, SECOND ADDITION, AS RECORDED IN PLAT BOOK 18, PAGE 81, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, RUN N 13-26'-45" W ALONG THE WESTERLY RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE A DISTANCE OF 280.0 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE N 13-26'-45" W ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 60.13 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2050.0 FEET AND A CENTRAL ANGLE OF 11-12'46"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 401.08 FEET; THENCE S 70-13-25" W A DISTANCE OF 137.0 FEET; THENCE N10-42'56"W A DISTANCE OF 158.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO.3; THENCE S 70-13-25 W ALONG SAID SOUTH RIGHT OF WAY LINE OF STATE ROAD NO.3 A DISTANCE OF 500.00 FEET; THENCE S 19-46'-35" E A DISTANCE OF 280.0 FEET TO THE NORTH RIGHT OF WAY LINE OF WHITING WATERWAY; THENCE N 70-13'-25"E A DISTANCE OF 226.05 FEET, TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 96 19'50"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 252.19 FEET; THENCE S 13-26'-45" E A DISTANCE OF 144.19 FEET; THENCE N 76-33'-15" A DISTANCE OF 165.0 FEET TO THE POINT OF BEGINNING.

SAID PREMISES BEING ALSO DESCRIBED AS

FOLLOWS: SUB-PARCEL "A"

FROM THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF BAHAMA DRIVE AND THE WESTERLY RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE, BEING THE SOUTHEAST CORNER OF PARCEL "B" HARBOUR ISLES SECOND ADDITION, AS RECORDED IN PLAT BOOK 18, PAGE 81, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, RUN N 13-26'45" W, ALONG THE WESTERLY RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE, A DISTANCE OF 340.13 FEET TO THE P.C. OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, HAVING AS ITS ELEMENTS A RADIUS OF 2050.00 AND A CENTRAL ANGLE OF 11-12'-46", AN ARC DISTANCE OF 401.08 FEET; THENCE RUN S70-13'-25" W, A DISTANCE OF 137.0 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N10-42'-56" W, A DISTANCE OF 158.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO.3; THENCE S 70-13'-25"W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 500.0 FEET; THENCE RUN S 19-46'-35"E, A DISTANCE OF 280.0 FEET TO THE NORTH RIGHT OF WAY LINE OF WHITING WATERWAY; THENCE RUN N 70-13'-25" E, A DISTANCE OF 226.05 FEET TO THE P.C. OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, HAVING AS ITS ELEMENTS A RADIUS OF 150.0 FEET AND A CENTRAL ANGLE OF 42-17'47", AN ARC DISTANCE OF 110.73 FEET; THENCE RUN N 22-31'-05" E A DISTANCE OF 220.05 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

SUB-PARCEL "B"

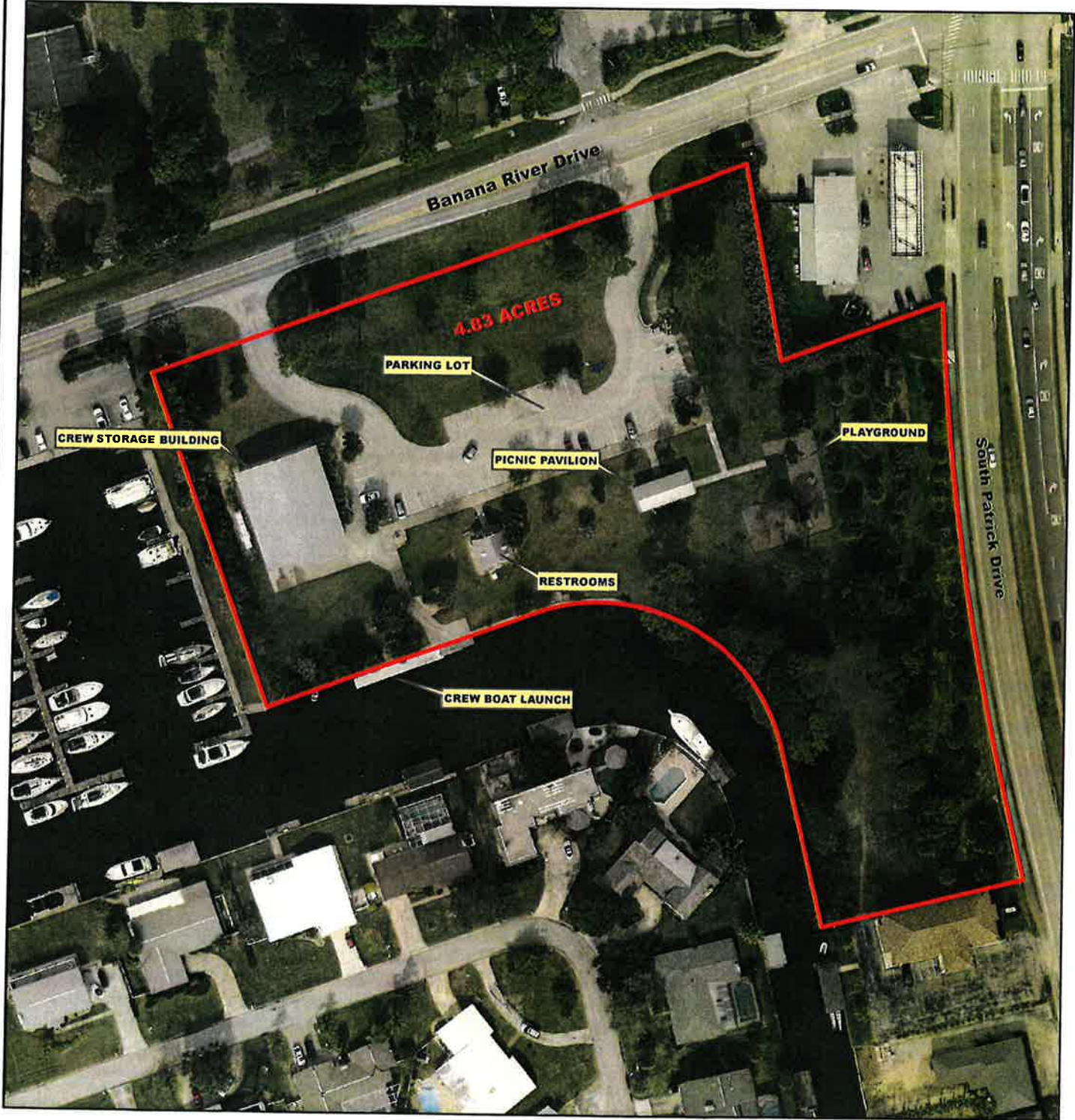
FROM THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF BAHAMA DRIVE AND THE WESTERLY RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE, BEING THE SOUTHEAST CORNER OF PARCEL "B", HARBOUR ISLES SECOND ADDITION, AS RECORDED IN PLAT BOOK 18, PAGE 81, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, RUN N 13-26'-45" W ALONG THE WESTERLY RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE, A DISTANCE OF 280.0 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE N 13-26'-45" W, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 60.13 FEET TO THE P.C. OF CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, HAVING AS ITS ELEMENTS A RADIUS OF 2050.0 FEET AND A CENTRAL ANGLE OF 11-12'-46", AN ARC DISTANCE OF 401.08 FEET; THENCE RUN S 70-13'25" W, A DISTANCE OF 137.0 FEET; THENCE RUN S 22-31'-05" W, A DISTANCE OF 220.05 FEET TO THE P.C. OF A CURVE TO THE RIGHT, SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF WHITING WATERWAY; THENCE ALONG

SAID CURVE, HAVING AS ITS ELEMENTS A RADIUS OF 150.0 FEET AND A
CENTRAL ANGLE OF

54-02'-03", AN ARC DISTANCE OF 141.46 FEET; THENCE RUN S 13-26'-45"
E, A DISTANCE OF 144.19 FEET; THENCE RUN N 76-33'-15" E, A DISTANCE
OF 165.0 FEET TO THE POINT OF BEGINNING.

OARS AND PADDLES PARK

1329 Banana River Drive
Indian Harbour Beach, FL 32937



Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940



2015 Aerial



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

COUNTY DEED

THIS DEED, made this 3rd day of November, 2015 by the BREVARD COUNTY, 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 the CITY OF INDIAN HARBOUR BEACH, a municipality incorporated under the Laws of Florida, whose address is 2055 S. Patrick Drive, Indian Harbour Beach, FL 32937, 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", attached hereto and made a part of this Deed, said land lying and being in Brevard County, Florida, and commonly referred to as Oars & Paddles Park.

The property described in Exhibit "A" (the "Property") is to be used solely for providing public recreational use 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 January 1, 2016 attached hereto as Exhibit "B" 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.

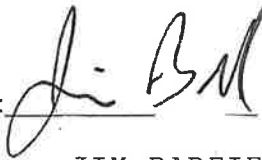
IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board, the day and year aforesaid.

ATTEST:

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



Scott Ellis, Clerk

By: 

JIM BARFIELD, CHAIRMAN

(SEAL)

As approved by the Board 11/17/2015.

Exhibit A

Prepared by and record and return to:
John L. Soileau, Esq.
1970 Michigan Avenue, Building C
Post Office Box 1888
Cocoa, FL 32923-1888
(407) 631-1550

PGS. 3
TRUST FUND 1.50
REC. FEE 4.00
COST 25000
TAX "C" Revised
EXCISE TAX
SERV. CHRG 1.00
REFUND
NAMES 3
BREVARD CO. FL
CLERK CIRCUIT CT.
RECORDED
AND
VERIFIED

WARRANTY DEED

GRANTOR: ROBERT L. COCHRAN and EVA MAE COCHRAN

GRANTEE: BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

GRANTEE'S MAILING ADDRESS: 2725 St. Johns Street
Melbourne, FL 32940

GRANTEE'S SOCIAL SECURITY NUMBER: _____

DATE: April 29, 1992

LEGAL DESCRIPTION OF PROPERTY LOCATED IN BREVARD COUNTY, FLORIDA:

SEE EXHIBIT "A" attached hereto and made a part hereof by reference.

THE SUBJECT PROPERTY IS UNIMPROVED PROPERTY; IS NOT THE HOMESTEAD OF EITHER GRANTOR; NEVER HAS BEEN THE HOMESTEAD OF EITHER GRANTOR; AND IS NOT ADJACENT TO THE HOMESTEAD OF EITHER GRANTOR, WHO RESIDE AT 242 FIFTH AVENUE, INDIALANTIC, FLORIDA.

The grantor, for and in consideration of the sum of TEN DOLLARS, and other good and valuable considerations to the grantor in hand paid by the grantee, the receipt of which is acknowledged, has granted, bargained and sold to the grantee, and the grantee's heirs and assigns forever the land described above. The grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

This conveyance is subject to restrictions and easements of record, and taxes for the year 1992.

Execution of deed witnessed by:

Angela S. Wellman
Print Name: Angela S. Wellman

JOHN L. SOILEAU
Print Name: JOHN L. SOILEAU

Angela S. Wellman
Print Name: Angela S. Wellman

JOHN L. SOILEAU
Print Name: JOHN L. SOILEAU

GRANTOR:
Robert L. Cochran (SEAL)
ROBERT L. COCHRAN
242 Fifth Avenue
Indialantic, Florida

Eva Mae Cochran (SEAL)
EVA MAE COCHRAN
242 Fifth Avenue
Indialantic, Florida

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 29th day of April, 1992, by ROBERT L. COCHRAN and EVA MAE COCHRAN:

✓ who are personally known to me or who have produced 265-772-28-285 and 265-216-31-611 as identification and who did not take an oath.



OFFICIAL SEAL
JOHN L. SOILEAU
My Commission Expires
Oct. 29, 1995

Notary Public:
John L. Soileau
Name: JOHN L. SOILEAU
State of Florida at Large (SEAL)
My Commission Expires:

Appraiser's Identification Number: 27-37-11-53-B5

BK 3198 PG 0114

170616

92 APR 30 PM 1:22

Exhibit A

Return to: (enclose self-addressed stamped envelope)

Name: ANGELA A. ABBOTT, ESQUIRE
Post Office Box 2907
Address: Titusville, FL 32781-2907

211434

WARRANTY DEED
INDIVID. TO INDIVID.

RAMCO FORM 01

92 JUL 15 PM 3:52

PGS. 2 # NAMES 3
TRUST FUND \$ 4.50 BREVARD CO. FL
REC FEE 4.00 CLERK CIRCUIT CT.
DOG ST. 2520.00
INT TAX "C"
EX. USE C.
SERV CHRG.
REFUND
RECORDED AND VERIFIED

This Instrument Prepared by:

Address: ANGELA A. ABBOTT, ESQUIRE
750 Country Club Drive
Titusville, FL 32780
Property Appraisers Parcel Identification (Folio) Number(s):
273711538.5
Grantee(s) S.S. #(s):

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed Made the 14th day of July A.D. 1992 by
ROBERT L. COCHRAN and EVA MAE COCHRAN, his 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:

(Wherever 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:

SEE ATTACHED EXHIBIT "A"

THIS PROPERTY IS NOT OR NEVER HAS BEEN THE HOMESTEAD
PROPERTY OF EITHER OR BOTH OF THE GRANTORS AND IS NOT
ADJACENT TO THEIR HOMESTEAD PROPERTY.

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 grantee 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, 19 91.

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 of Karen L. Straner

Printed Signature Karen L. Straner

Signature of Ruth S. Ellis

Printed Signature Ruth S. Ellis

Signature of Karen L. Straner

Printed Signature Karen L. Straner

Signature of Ruth S. Ellis

Printed Signature Ruth S. Ellis

Signature of Karen L. Straner

Printed Signature Ruth S. Ellis

STATE OF FLORIDA

COUNTY OF BREVARD

ROBERT L. COCHRAN and EVA MAE COCHRAN, his wife

Signature of Robert L. Cochran

Printed Signature Robert L. Cochran

242 Fifth Ave.

Post Office Address

Indialantic, FL 32903

Signature of Eva Mae Cochran

Printed Signature Eva Mae Cochran

242 Fifth Ave.

Post Office Address

Indialantic, FL 32903

I hereby Certify that on this day, before me, an officer duly authorized
to administer oaths and take acknowledgments, personally appeared

known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they
executed the same, that they are the persons of identification of the above-named persons: Florida Driver License
and that an oath (was/was not) taken.



Witness my hand and official seal in the County and State last aforesaid this
14th day of July A.D. 1992.
Notary Signature
Printed Notary Signature

EX 3215 PG 1591

Exhibit A

From the intersection of the northerly right-of-way line of Bahama Drive and the westerly right-of-way line of South Patrick Drive, being the southeast corner of parcel "B", HARBOUR ISLES SECOND ADDITION, as recorded in Plat Book 18, Page 81, Public Records of Brevard County, Florida, run N. $13^{\circ}26'45''$ W., along the westerly right-of-way line of South Patrick Drive, a distance of 280.0 feet to the point of beginning of the herein described parcel; thence continue N. $13^{\circ}26'45''$ W., along said westerly right-of-way line, a distance of 60.13 feet to the P. C. of curve to the right; thence along said curve, having as its elements a radius of 2050.0 feet and a central angle of $11^{\circ}12'46''$, an arc distance of 401.08 feet; thence run S. $70^{\circ}13'25''$ W., a distance of 137.0 feet; thence run S. $22^{\circ}31'05''$ W., a distance of 220.05 feet to the P. C. of a curve to the right, said point also being on the northeasterly right-of-way line of Whiting Waterway; thence along said curve, having as its elements a radius of 150.0 feet and a central angle of $54^{\circ}02'03''$, an arc distance of 141.46 feet; thence run S. $13^{\circ}26'45''$ E., a distance of 144.19 feet; thence run N. $76^{\circ}33'15''$ E., a distance of 165.0 feet to the point of beginning.

EX 215781592

Exhibit A

A portion of Parcel "B" Harbour Isles, Second Addition, as recorded in Plat Book 18, Page 81, Public Records of Brevard County, Florida, being more particularly described as follows:

dk
From the intersection of the Northerly right of way line of Bahama Drive and the Westerly right of way line of South Patrick Drive, being the Southeast corner of Parcel "B" Harbour Isles, Second Addition; thence run N 13-26'45" W, along the Westerly right of way line of South Patrick Drive, a distance of 340.13 feet to the P.C. of a curve to the right; thence along said curve, having as its elements a radius of 2050.00 feet and a central angle of 11-12'46", an arc distance of 401.08 feet; then run S 70-13'25" W, a distance of 137.0 feet to the point of beginning of the herein described parcel; thence run N 10-42'56" W, a distance of 158.25 feet to the South right of way line of State Road No. 3; thence S 70-13'25" W, along said right of way line, a distance of 500.0 feet; thence run S 19-46'35" E, a distance of 280.00 feet to the North right of way line of Whiting Waterway; thence run N 70-13'25" E, a distance of 226.05 feet to the P.C. of a curve to the right; thence along said curve, having as its elements a radius of 150.0 feet and a central angle of 42-17'47", an arc distance of 110.73 feet; thence run N 22-31'05" E a distance of 220.05 feet to the point of beginning.

EXHIBIT "A"

BK 3198 PG 0115

Exhibit A

LEGAL DESCRIPTION : (OFFICIAL RECORD BOOK 1787, PAGE 186)

FROM THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF BAHAMA DRIVE, AND THE WESTERLY RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE, BEING THE SE CORNER OF "PARCEL B," HARBOUR ISLES, SECOND ADDITION, AS RECORDED IN PLAT BOOK 18, PAGE 81, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, RUN N 13-26'-45" W ALONG THE WESTERLY RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE A DISTANCE OF 280.0 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE N 13-26'-45" W ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 60.13 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2050.0 FEET AND A CENTRAL ANGLE OF 11-12'46"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 401.08 FEET; THENCE S 70-13'-25" W A DISTANCE OF 137.0 FEET; THENCE N 10-42'56" W A DISTANCE OF 158.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO.3; THENCE S 70-13'-25" W ALONG SAID SOUTH RIGHT OF WAY LINE OF STATE ROAD NO.3 A DISTANCE OF 500.00 FEET; THENCE S 19-46'-35" E A DISTANCE OF 280.0 FEET TO THE NORTH RIGHT OF WAY LINE OF WHITING WATERWAY; THENCE N 70-13'-25" E A DISTANCE OF 226.05 FEET, TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 96 19'50"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 252.19 FEET; THENCE S 13-26'-45" E A DISTANCE OF 144.19 FEET; THENCE N 76-33'-15" A DISTANCE OF 165.0 FEET TO THE POINT OF BEGINNING.

SAID PREMISES BEING ALSO DESCRIBED AS FOLLOWS:

SUB-PARCEL "A"

FROM THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF BAHAMA DRIVE AND THE WESTERLY RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE, BEING THE SOUTHEAST CORNER OF PARCEL "B" HARBOUR ISLES SECOND ADDITION, AS RECORDED IN PLAT BOOK 18, PAGE 81, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, RUN N 13-26'45" W, ALONG THE WESTERLY RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE, A DISTANCE OF 340.13 FEET TO THE P.C. OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, HAVING AS ITS ELEMENTS A RADIUS OF 2050.00 AND A CENTRAL ANGLE OF 11-12'-46", AN ARC DISTANCE OF 401.08 FEET; THENCE RUN S 70-13'-25" W, A DISTANCE OF 137.0 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N 10-42'-56" W, A DISTANCE OF 158.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO.3; THENCE S 70-13'-25" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 500.0 FEET; THENCE RUN S 19-46'-35" E, A DISTANCE OF 280.0 FEET TO THE NORTH RIGHT OF WAY LINE OF WHITING WATERWAY; THENCE RUN N 70-13'-25" E, A DISTANCE OF 226.05 FEET TO THE P.C. OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, HAVING AS ITS ELEMENTS A RADIUS OF 150.0 FEET AND A CENTRAL ANGLE OF 42-17'47", AN ARC DISTANCE OF 110.73 FEET; THENCE RUN N 22-31'-05" E A DISTANCE OF 220.05 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

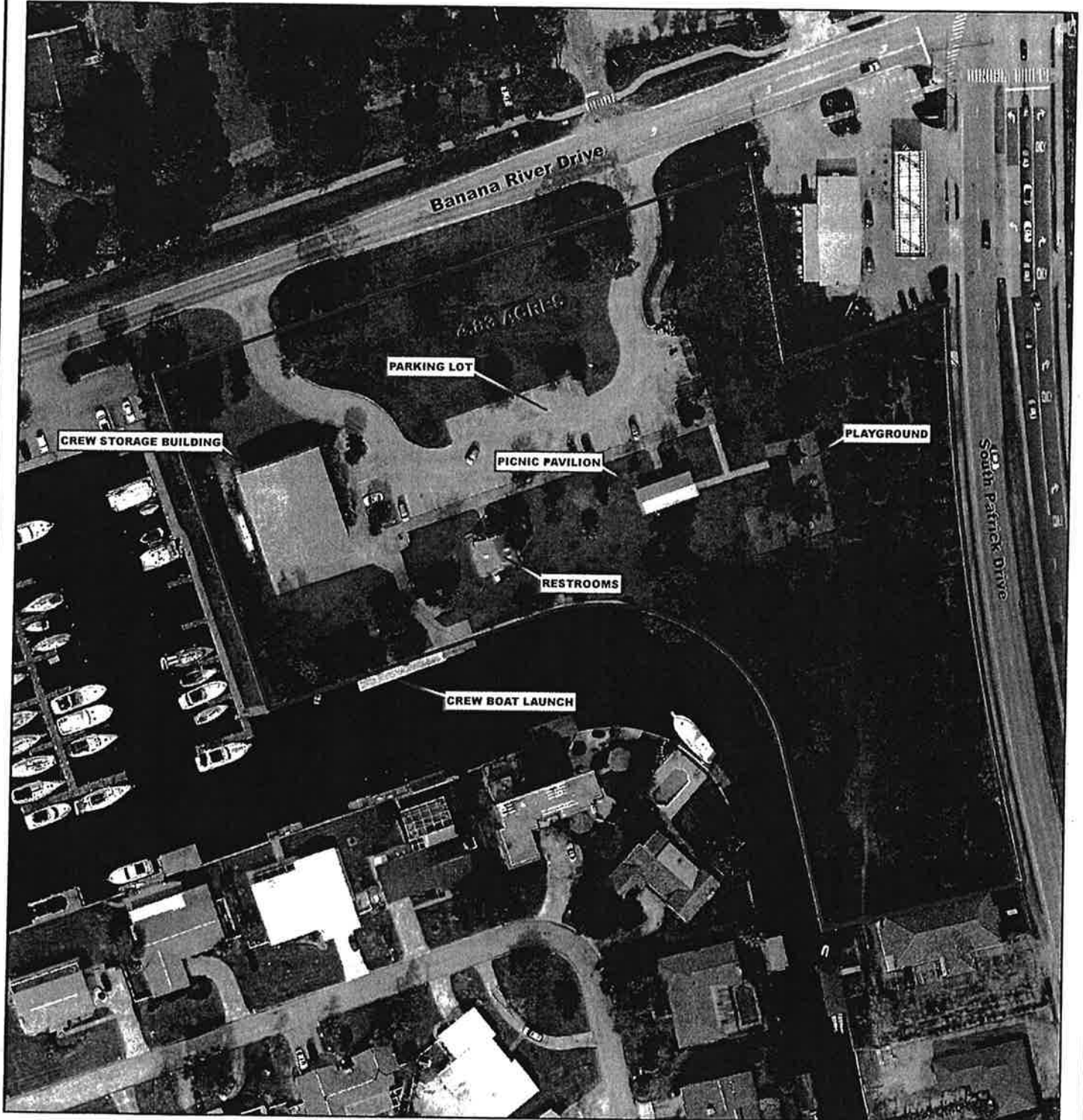
SUB-PARCEL "B"

Exhibit A

FROM THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF BAHAMA DRIVE AND THE WESTERLY RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE, BEING THE SOUTHEAST CORNER OF PARCEL "B", HARBOUR ISLES SECOND ADDITION, AS RECORDED IN PLAT BOOK 18, PAGE 81, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, RUN N 13-26'-45" W ALONG THE WESTERLY RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE, A DISTANCE OF 280.0 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE N 13-26'-45" W, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 60.13 FEET TO THE P.C. OF CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, HAVING AS ITS ELEMENTS A RADIUS OF 2050.0 FEET AND A CENTRAL ANGLE OF 11-12'-46", AN ARC DISTANCE OF 401.08 FEET; THENCE RUN S 70-13'-25" W, A DISTANCE OF 137.0 FEET; THENCE RUN S 22-31'-05" W, A DISTANCE OF 220.05 FEET TO THE P.C. OF A CURVE TO THE RIGHT, SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF WHITING WATERWAY; THENCE ALONG SAID CURVE, HAVING AS ITS ELEMENTS A RADIUS OF 150.0 FEET AND A CENTRAL ANGLE OF 54-02'-03", AN ARC DISTANCE OF 141.46 FEET; THENCE RUN S 13-26'-45" E, A DISTANCE OF 144.19 FEET; THENCE RUN N 76-33'-15" E, A DISTANCE OF 165.0 FEET TO THE POINT OF BEGINNING.

OARS AND PADDLES PARK

1329 Banana River Drive
Indian Harbour Beach, FL 32937



Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940



2015 Aerial



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Exhibit B

INTERLOCAL AGREEMENT

This Interlocal Agreement entered into this 11 day of November, 2015, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County" and THE CITY OF INDIAN HARBOUR BEACH, a municipality incorporated under the Laws of Florida, hereinafter referred to as "City".

RECITALS:

WHEREAS, the County owns Oars & Paddles Park, hereinafter referred to as "Property" and described in Exhibit A, that was purchased under the 1984 Beach and Riverfront referendum as approved by the voters for the acquisition and preservation or improvement of oceanfront and riverfront property; and

WHEREAS, the 4.77 acre Property was developed by the County and includes a boathouse, floating launch dock, playground, pavilion, restroom building and parking; and

WHEREAS, the City desires to obtain ownership and control of the Property to use, operate, maintain, and improve for public recreational use and public related activities; and

WHEREAS, the County has by Resolution determined that conveyance of the Property to the City will serve the public interest of the citizens of Brevard County.

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

1. **RECITALS.** The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.
2. **CONVEYANCE OF PROPERTY.** The County agrees to convey by County Deed the Property described in Exhibit A to the City for purposes of operating and maintaining public recreational use and public related activities. The conveyance shall be subject to and strictly in accordance with the terms and conditions set forth herein. The transfer of the Property shall take place no sooner than January 1, 2016 or no later than April 1, 2016.
3. **RESTRICTED USE.** The County hereby agrees to convey the Property to the City, as described above, under the following terms and conditions:
 - a. The Property shall be used solely for public recreational use and public related activities. In the event the Property is not used or ceases to be used for the stated purposes, then all right, title and interest in the Property shall revert to the County which shall thereafter have the right to reenter and repossess the Property.
 - b. The City shall operate and maintain the Property for the enjoyment of the residents and visitors of Brevard County. The City agrees to make use of the Property available to all County residents and visitors with no differential in fees.
 - c. The County Deed conveying the county-owned parcels to the City shall contain a restrictive covenant running with the land prohibiting any use of the Property other than for public recreational use and public related activities, and associated uses and improvements directly related thereto, including the requirement of uniform user fees.
4. **ILLEGAL, UNLAWFUL, OR IMPROPER USE.** The city shall make no unlawful, improper, immoral or offensive use of the subject Property nor will the City use the subject Property or allow the use of the Property for any purpose other than that herein above set forth. Failure of the City to comply with this provision shall be considered a material default under this Agreement and the Property shall revert back to the County.

5. **CONSIDERATION.** For consideration of the conveyance and assignment of the Property, the City hereby agrees to pay to the County the amount of Ten Dollars (\$10.00). The check shall be made payable to the Board of County Commissioners and mailed to Brevard County Parks & Recreation Department, 2725 Judge Jamieson Way, Suite B203, Viera, FL 32940.
6. **RIGHT OF ENTRY BY COUNTY.** The County or its agents may at any reasonable time enter onto the subject Property for the purpose of inspection of same or for performing such other duties as are required by the terms of this Interlocal Agreement, or the rules, regulations, ordinances or laws of any governmental body. The right to enter onto the Property confers to the County the right to enter any premises on the Property for the purposes of inspection under this section.
7. **FEASIBILITY PERIOD; IMPROVEMENTS.** The County hereby grants the City sixty (60) days from the Effective Date of this Interlocal Agreement within which to conduct any feasibility or other studies, soil tests, surveys, engineering or environmental examinations or reviews, or other studies that it deems necessary (herein referred to as the "Feasibility Period"). In the event that on or before the date said sixty (60) days have expired, the City, in its sole discretion, determines in its sole discretion that the Property conveyance is not in the public interest, the City shall notify the County in writing, at which time this Interlocal Agreement shall terminate, and this Interlocal Agreement shall be of no further force or effect, and the rights and obligations of the parties shall be canceled therewith. The County hereby grants permission to the City or its agents to enter upon the Real Property prior to Closing for the purpose of environmental due diligence investigations, surveying, architectural, and engineering studies, including but not limited to soil tests, surveys, and site planning work.

The City hereby agrees to indemnify and hold the County harmless of and from any and all claims or obligations of any kind, provided that such claim or obligation is not solely the result of the County's negligence, that may be incurred as a direct result of said use of the Real Property during said sixty (60) day feasibility period by the City or its agents; provided, that said indemnification shall not exceed the limits of the waiver of sovereign immunity as set forth in Section 768.28, Florida Statutes (\$200,000 per person/\$300,000 in the aggregate per incident). In the County's discretion, it may purchase an insurance policy with limits of \$200,000 per person/\$300,000 in the aggregate per incident insuring the County against any and all claims or obligations of any kind that may be incurred as a direct result of said use of Real Property during said sixty (60) day feasibility period by the City or its agents or add the County as an "additional insured" to an insurance policy insuring the City in the aforementioned amounts for any and all claims or obligations of any kind that may be incurred as a direct result of said use of the Real Property during said sixty (60) day feasibility period by the City or its agents.

If the City has not elected to terminate this Interlocal Agreement upon the expiration of the sixty (60) day Feasibility Period, by execution of this Interlocal Agreement, the City will be deemed to represent to the County that an authorized representative of the City has inspected the Property on the City's behalf; the City has fully inspected the Property; and the City is fully responsible to make all necessary modifications, improvements, or repairs to the Property. It is understood and agreed by the parties that any and all such development on the subject Property shall be at the City's expense.

It is hereby mutually agreed and understood that any building, structure or facility placed or constructed on the Property, or any facility located thereon and permanently attached thereto, shall become the property of the County if and upon reverting back to the County.

8. **CLOSING COSTS.** The Parties agree to exchange a properly executed County Deed, in substantially the same form as the document attached as Exhibit B, within ten (10) days of the expiration of the sixty (60) Feasibility Period of this Interlocal Agreement. The cost of recording the County Deed and any other normal and customary closing costs shall be paid by the City.

9. **BONDS**. The City acknowledges and agrees that the County has issued, and there remains outstanding, certain debt obligations (the "Bonds"), the interest income of which is exempt from federal income tax and the proceeds of which were used to finance certain costs of the Property. The City covenants and agrees to comply with all applicable Internal Revenue Code provisions, Income Tax Regulations and other federal tax policies, procedures and rules with respect to the use and operation of the Property in order to maintain the tax-exempt status of the Bonds. Without limiting the generality of the foregoing, so long as the Bonds are outstanding, the City shall not enter into any lease, management agreement, service contract or other similar instrument with respect to the operations or use of the Property nor will it sell or otherwise transfer any ownership interest in the Property without the prior written consent of the County. To the extent that the Internal Revenue Service or other federal agency audits or examines the Bonds, due to acts or omissions of the City, the City shall indemnify the County for all fees, costs and expenses the County may incur with respect to such audit, including but not limited to, staff time and attorneys' fees and costs. If as a result of an audit or examination of the Bonds, it is determined that the interest income from the Bonds is subject to federal income tax or if a settlement is entered into with respect to any audit of the Bonds, as a result of the City's acts or omissions, the City will be responsible for all amounts due and payable with respect thereto, including but not limited to, taxes, additional interest cost, penalties and any other costs required to be paid in connection therewith.
10. **DEFAULT**. The City understands and agrees that this Interlocal Agreement is made upon the express condition that should the City abandon or vacate the subject Property or fail and neglect to perform or observe any or all the applicable covenants contained herein, this Interlocal Agreement shall, at the option of the County, become null and void upon fifteen (15) days written notice to the City, and the Property shall revert back to the County.
11. **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.
12. **GOVERNING LAW**. This Interlocal Agreement shall be deemed to have been executed and entered into within the State of Florida and this Interlocal Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.
13. **VENUE**. Venue for any legal action brought by any party to this Interlocal 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.
14. **MODIFICATION**. No Modification of this Interlocal Agreement shall be binding on the County or City unless reduced to writing and signed by a duly authorized representative of the County and the City.
15. **ENTIRETY CLAUSE**. This Interlocal Agreement embodies the entire Interlocal Agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein.
16. **SEVERABILITY**. If any provision of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
17. **NOTICE**. Notice under this Interlocal Agreement shall be given to the County by mailing written notice, postage prepaid, to the Brevard County Office of the County Manager, or designee, 2725 Judge Fran Jamieson Way, Viera FL 32940, and notice shall be given to the City by mailing written notice, postage prepaid to the City Manager, City of Indian Harbour Beach, 2055 S. Patrick Drive, Indian Harbour Beach, FL 32937.
18. **EFFECTIVE DATE**. As used herein, the term "Effective Date" shall mean the date on which the last of the parties hereto executes this Agreement and when it is recorded in Public records of Brevard County, Florida, as required by section 163.01(11), Florida Statutes.

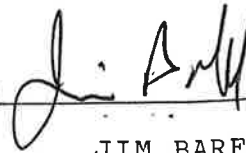
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Scott Ellis, Clerk

By: 

JIM BARFIELD, CHAIRMAN

As approved by the Board on November 17, 2015.

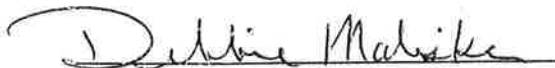
Reviewed for legal form and content:



Assistant County Attorney

ATTEST:

CITY OF INDIAN HARBOUR BEACH, A FLORIDA
MUNICIPAL CORPORATION



Debbie Maliska, City Clerk

By: 

Mark Ryan, City Manager

As approved by the City Council on
December 8, 2015

Reviewed for legal form and content:



Karl Bohne, City Attorney

Exhibit A

LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 1787, PAGE 186)

FROM THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF BAHAMA DRIVE, AND THE WESTERLY RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE, BEING THE SE CORNER OF "PARCEL B," HARBOUR ISLES, SECOND ADDITION, AS RECORDED IN PLAT BOOK 18, PAGE 81, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, RUN N 13-26'-45" W ALONG THE WESTERLY RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE A DISTANCE OF 280.0 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE N 13-26'-45" W ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 60.13 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2050.0 FEET AND A CENTRAL ANGLE OF 11-12'46"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 401.08 FEET; THENCE S 70-13-25" W A DISTANCE OF 137.0 FEET; THENCE N10-42'56"W A DISTANCE OF 158.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO.3; THENCE S 70-13-25 W ALONG SAID SOUTH RIGHT OF WAY LINE OF STATE ROAD NO.3 A DISTANCE OF 500.00 FEET; THENCE S 19-46'-35" E A DISTANCE OF 280.0 FEET TO THE NORTH RIGHT OF WAY LINE OF WHITING WATERWAY; THENCE N 70-13'-25"E A DISTANCE OF 226.05 FEET, TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 96 19'50"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 252.19 FEET; THENCE S 13-26'-45" E A DISTANCE OF 144.19 FEET; THENCE N 76-33'-15" A DISTANCE OF 165.0 FEET TO THE POINT OF BEGINNING.

SAID PREMISES BEING ALSO DESCRIBED AS

FOLLOWS: SUB-PARCEL "A"

FROM THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF BAHAMA DRIVE AND THE WESTERLY RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE, BEING THE SOUTHEAST CORNER OF PARCEL "B" HARBOUR ISLES SECOND ADDITION, AS RECORDED IN PLAT BOOK 18, PAGE 81, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, RUN N 13-26'45" W, ALONG THE WESTERLY RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE, A DISTANCE OF 340.13 FEET TO THE P.C. OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, HAVING AS ITS ELEMENTS A RADIUS OF 2050.00 AND A CENTRAL ANGLE OF 11-12'-46", AN ARC DISTANCE OF 401.08 FEET; THENCE RUN S70-13'-25" W, A DISTANCE OF 137.0 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N10-42'-56" W, A DISTANCE OF 158.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO.3; THENCE S 70-13'-25"W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 500.0 FEET; THENCE RUN S 19-46'-35"E, A DISTANCE OF 280.0 FEET TO THE NORTH RIGHT OF WAY LINE OF WHITING WATERWAY; THENCE RUN N 70-13'-25" E, A DISTANCE OF 226.05 FEET TO THE P.C. OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, HAVING AS ITS ELEMENTS A RADIUS OF 150.0 FEET AND A CENTRAL ANGLE OF 42-17'47", AN ARC DISTANCE OF 110.73 FEET; THENCE RUN N 22-31'-05" E A DISTANCE OF 220.05 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

SUB-PARCEL "B"

FROM THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF BAHAMA DRIVE AND THE WESTERLY RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE, BEING THE SOUTHEAST CORNER OF PARCEL "B", HARBOUR ISLES SECOND ADDITION, AS RECORDED IN PLAT BOOK 18, PAGE 81, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, RUN N 13-26'-45" W ALONG THE WESTERLY RIGHT OF WAY LINE OF SOUTH PATRICK DRIVE, A DISTANCE OF 280.0 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE N 13-26'-45" W, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 60.13 FEET TO THE P.C. OF CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, HAVING AS ITS ELEMENTS A RADIUS OF 2050.0 FEET AND A CENTRAL ANGLE OF 11-12'-46", AN ARC DISTANCE OF 401.08 FEET; THENCE RUN S 70-13'25" W, A DISTANCE OF 137.0 FEET; THENCE RUN S 22-31'-05" W, A DISTANCE OF 220.05 FEET TO THE P.C. OF A CURVE TO THE RIGHT, SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF WHITING WATERWAY; THENCE ALONG

SAID CURVE, HAVING AS ITS ELEMENTS A RADIUS OF 150.0 FEET AND A
CENTRAL ANGLE OF

54-02'-03", AN ARC DISTANCE OF 141.46 FEET; THENCE RUN S 13-26'-45"
E, A DISTANCE OF 144.19 FEET; THENCE RUN N 76-33'-15" E, A DISTANCE
OF 165.0 FEET TO THE POINT OF BEGINNING.

OARS AND PADDLES PARK

1329 Banana River Drive
Indian Harbour Beach, FL 32937



Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940



2015 Aerial



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