



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Miscellaneous

J.2.

5/3/2022

Subject:

Lease Agreements for Nance Park and Sunrise Park

Fiscal Impact:

None

Dept/Office:

District 3 Commission Office

Requested Action:

Board approval to direct staff to explore options on transferring State lease agreements associated with James H. Nance Park and Sunrise Park from the County to the Town of Indialantic.

Summary Explanation and Background:

James H. Nance Park History:

- Park purchased by the County in 1986. Title transferred to the State of Florida, and then leased back to the County.
- In 1986 Brevard leased the property to the Town of Indialantic to manage and maintain.

Sunrise Park:

- Park purchased by the County in 1986. Title transferred to the State of Florida, and then leased back to the County.
- In 2002 Brevard leased the property to the Town of Indialantic to manage and maintain.

Clerk to the Board Instructions:



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

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

May 4, 2022

MEMORANDUM

TO: Mary Ellen Donner, Parks and Recreation Director

RE: Item J.2., Lease Agreements for James H. Nance Park and Sunrise Park

The Board of County Commissioners, in regular session on May 3, 2022, directed staff to explore options on transferring State lease agreements associated with James H. Nance Park and Sunrise Park from the County to the Town of Indialantic.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

for Donna Scott
Kimberly Powell, Clerk to the Board

/sm

Encl. (1)

cc: Each Commissioner
County Attorney
County Manager

AGREEMENT TO EXTEND EXISTING AGREEMENT

THIS AGREEMENT made and entered into this 28 day of April, 2009 by and between the Town of Indialantic, a municipal corporation chartered under the laws of the State of Florida, and Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, the parties hereto have previously entered into Lease Agreement on December 3, 2002, for the use, development, maintenance, and operation of Sunrise Park (Watson Drive); and

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

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

1. That the previous Lease Agreement between the parties is hereby extended in its term for an additional twenty years until June 1, 2057, under the same terms and conditions otherwise expressed therein.
2. That all terms and conditions of the Lease Agreement, which is incorporated herein by this reference, not inconsistent with the provisions of this Agreement, shall remain in full force and effect.


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

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

ATTEST:



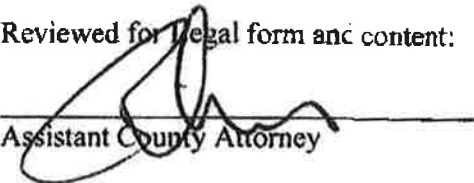
Scott Ellis - Clerk of Courts




Chuck Nelson - Chairman

Reviewed for legal form and content:

As approved by the board on 4/28/09



Assistant County Attorney

TOWN OF INDIALANTIC


Christopher W. Chinault, Town Manager

ATTEST:



Signature

Date: 5-11-09

Laura Eaton

Typed Name

AMENDED LEASE AGREEMENT

THIS AGREEMENT made and entered into this 20th day of May, 2003 by and between the Board of County Commissioners, Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County" and the Town of Indialantic, a Florida Municipal Corporation, hereafter referred to as "Town".

WITNESSETH:

WHEREAS, the parties hereto have previously entered into a Lease Agreement on December 15, 1986, Amended Lease Agreement on February 24, 1987, and Agreement to Extend Existing Agreement on May 23, 2000, for the use, development, maintenance, and operation of Nance Park; and

WHEREAS, the parties hereto desire to amend said Lease Agreement language regarding parking meter fees, under the same terms and conditions.

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

1. The Amended Lease Agreement dated February 24, 1987, Section 5, Paragraph 4, Page 4, shall read: "Such fees shall be assessed equally to all patrons of this park without regard to their residence in Brevard County. A list of parking fees to be charged by the Town shall be submitted to the county upon initiation of this Agreement for informational purposes. ~~Any changes thereto thereafter will be approved by the County thirty (30) days prior to implementation and the County will not unreasonably withhold consent.~~ The Town agrees to provide upon request of the County records of gross revenue derived from fees."

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

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

TOWN OF INDIALANTIC

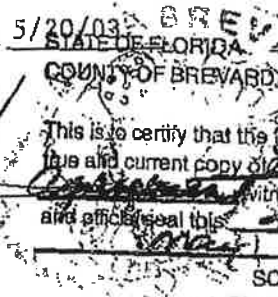
By:

Christopher W. Chinault
Town Manager

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By:

Jackie Colon, Chairperson

As approved by the Board on 5/20/03 

ATTEST:

Laura Eaton
Reviewed for legal form and content:
Assistant County Attorney

ATTEST:

Scott Ellis
Scott Ellis, Clerk

AGREEMENT TO EXTEND EXISTING AGREEMENT

THIS AGREEMENT made and entered into this 23 day of May, 2000 by and between the Town of Indialantic, a municipal corporation chartered under the laws of the State of Florida, and Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, the parties hereto have previously entered into Lease Agreement on December 15, 1986 and Amended Lease Agreement on February 24, 1987, for the use, development, maintenance, and operation of Nance Park; and

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

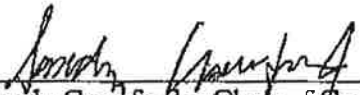
NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree, as follows:

- 1. That the previous Lease Agreement between the parties is hereby extended in its term until June 11, 2037, under the same terms and conditions otherwise expressed therein.
- 2. That all terms and conditions of the Lease Agreement, which is incorporated herein by this reference, not inconsistent with the provisions of this Agreement, shall remain in full force and effect.

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

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

ATTEST:


Sandy Crawford - Clerk of Courts



Nancy H. Higgs - Chairman

As approved by the board on 5-23-00

TOWN OF INDIALANTIC

ATTEST:


Lanna Eaton


Robert L. Cochran, Jr. - Mayor

A M E N D E D L E A S E A G R E E M E N T

THIS AMENDED LEASE AGREEMENT made and entered into this 24th day of February, 1987 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 TOWN OF INDIALANTIC, a municipal corporation chartered under the laws of the State of Florida, hereinafter referred to as "Town", hereby amends the Lease Agreement dated Decembar 15, 1986 between the County and the Town.

W I T N E S S E T H:

WHEREAS, the County and the Town hereby recognize the need for recreation park facilities for the joint use and benefit of the residents of the Town of Indialantic and Brevard County, Florida; and

WHEREAS, the County and the Town desire to build recreation facilities and buildings on property owned by the County, which property is listed in Exhibit "A", and is attached hereto and made a part hereof by this reference.

NOW, THEREFORE, the parties hereby agree as follows:

1. Term. The term of this Agreement shall be for a period of thirty (30) years from the date first above written. The Town may elect to extend the term of this Agreement upon providing written notice to the County sixty (60) days in advance of the expiration date of the original term, at which time the length of the extended term will be negotiated.

The County understands that the Town may enter into grant agreements for improvements on the portion of park property described in Exhibit "A" owned by the County. The Parks and Recreation Division Manager for the County will be furnished a copy of any and all future development plans and grant applications for approval relating to County owned property prior to development or submission for such grants.

2. Property. The property subject to this agreement shall be those parcels of property listed in Exhibit "A".

3. Town's Duties and Responsibilities. The County hereby grants to the Town the authority to use, develop, maintain, and operate the park and recreational facilities and amenities on the subject property for recreational purposes, to serve the public interest, under the following conditions.

(a) The Town shall not use or occupy the subject property or any part thereof, nor permit the same or any part thereof, to be used or occupied for any purpose other than as herein specified and shall not assign any rights under this Agreement or delegate any duties or obligations hereunder to any other agency, public or private, without prior written consent of the County.

(b) The Town shall keep the subject property and all improvements thereon in good repair and good appearance, and at the end of the term of this Agreement, shall return the subject property in as good a state and condition as reasonable use and wear would permit.

(c) The Town shall pay for all operational and maintenance costs for the use of the subject property and the improvements thereon during the term of this Agreement.

(d) All personal property placed on or moved upon the subject property shall be placed on the property at the risk of the Town or other owner thereof, and the County shall be held harmless by the Town for any damages thereto or to the Town or any person, arising from any condition of the premises, or acts of negligence, carelessness, or improper conduct of any person whomsoever.

(e) The Town and the County shall comply with all relevant regulations of any higher governmental authority, regulating either the Town or the County and shall utilize the subject property only for the purposes provided herein.

4. The Town shall construct facilities on said property or may elect to subcontract the development of the park to the County

as shown generally in Exhibit "B". The Site Development Plan attached hereto and referenced as Exhibit "B" is hereby incorporated into this Agreement. The development of this park by the Town or County will be contingent on the availability and amount of revenues. At a minimum, the portion of the project designated as Phase I shall be completed within three (3) years of the date of this Agreement. The portion designated as Phase II shall be completed in any event within ten (10) years from the date of this Agreement. Any additions or deletions to the development plans shown in Exhibit "B" must be approved by the County.

The County may assist the Town in obtaining State and/or Federal Grants to develop properties so long as the County has the financial and manpower resources to do so.

5. Parking meter fees may be charged by the Town to members of the public using the facilities shown in Exhibit "B" in order to operate and maintain the park.

Further, the net profit over and above annual operation and maintenance costs shall be utilized for the development of the property as identified by Exhibit "B", at the discretion of the Town. In no event shall the Town be obligated to expend any monies from the general fund or ad valorem revenues of the Town for either development, maintenance and/or operation of said park. Only those net enterprise fund proceeds collected from parking meters within the park shall be pledged to this purpose after revenues are first used to retire any and all debt service and amortize the cost of parking meters and their maintenance as well as the expenses associated with the park.

~~In the event this Agreement is terminated before the parking~~
meters are fully paid for, the Town will assign ownership of the parking meters to the County and the County agrees to accept assignment of town obligations of payment for the parking meters and assume same. Further, the Town agrees to transfer to the County, and the County agrees to accept, any and all net revenues available in this park's enterprise fund, at that point in time.

Such fees shall be assessed equally to all patrons of this park without regard to their residence in Brevard County. A list of parking fees to be charged by the Town shall be submitted to the County upon initiation of this Agreement for informational purposes. Any changes thereto thereafter will be approved by the County thirty (30) days prior to implementation and the County will not unreasonably withhold consent. The Town agrees to provide upon request of the County records of gross revenue derived from fees.

6. In the event of total or partial destruction of the improvements, neither the County nor the Town shall be required to reconstruct the improvements but, in the event of damage to the improvements as a result of fire, storm, vandalism, erosion or other Act of God the Town shall make all reasonable efforts to repair the improvements but only from the net profits obtained from the enterprise fund established for Exhibit "A" park. The crossovers shall be the first improvement to be repaired. The rest of the repairs shall be prioritized as set out in Phase I and Phase II described in Exhibit "B".

7. In the event the County purchases additional property adjacent to said property already owned by the County, this Agreement may be amended to include the additional property upon the mutual written agreement of the parties.

8. Insurance. The Town shall maintain insurance coverage in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for one injury, Three Hundred Thousand Dollars (\$300,000.00) for one accident. Furthermore, upon execution of this Agreement and at any other time that the County may request, the Town shall present to the County specific documentation confirming that the insurance is in full force and effect.

9. In the event adequate revenues, at the sole discretion of the Town, are not available to the Town for the development of said park within nine (9) months of the date of this Agreement the Town reserves the right to reconsider and/or terminate this Agreement.

10. Indemnification. The Town shall indemnify the County and hold the County harmless from any and all liability, claims, damages, expenses (including attorney's fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the subject property by the Town. The County shall likewise indemnify and hold the Town harmless for all liability, claims, damages, expenses (including attorney's fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of the ownership of the subject property by the County.

11. It is contemplated that a subsequent agreement shall be entered into between the parties pertaining to the utilization of lifeguards at the Park as well as Indianalantic police patrol of the County Park and it is hereby agreed that in good faith the parties will enter into such an agreement within nine (9) months of this lease agreement.

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

ATTEST:

R. C. Winstead Jr.
R. C. Winstead Jr., Clerk

By: *Andrea Deratany*
Andrea Deratany, Chairman

ATTEST:

Laura Eaton

TOWN OF INDIANALANTIC

By: *Edmond [Signature]*

STATE OF FLORIDA
COUNTY OF BREVARD
I do hereby certify that the foregoing is a
true & correct copy of Appended
25th Agreement witnessed my hand
& official seal this 25th day of
February 1987
R. C. WINSTEAD, JR.
Clerk, Circuit Court
[Signature]

EXHIBIT "A"

LEGAL DESCRIPTION

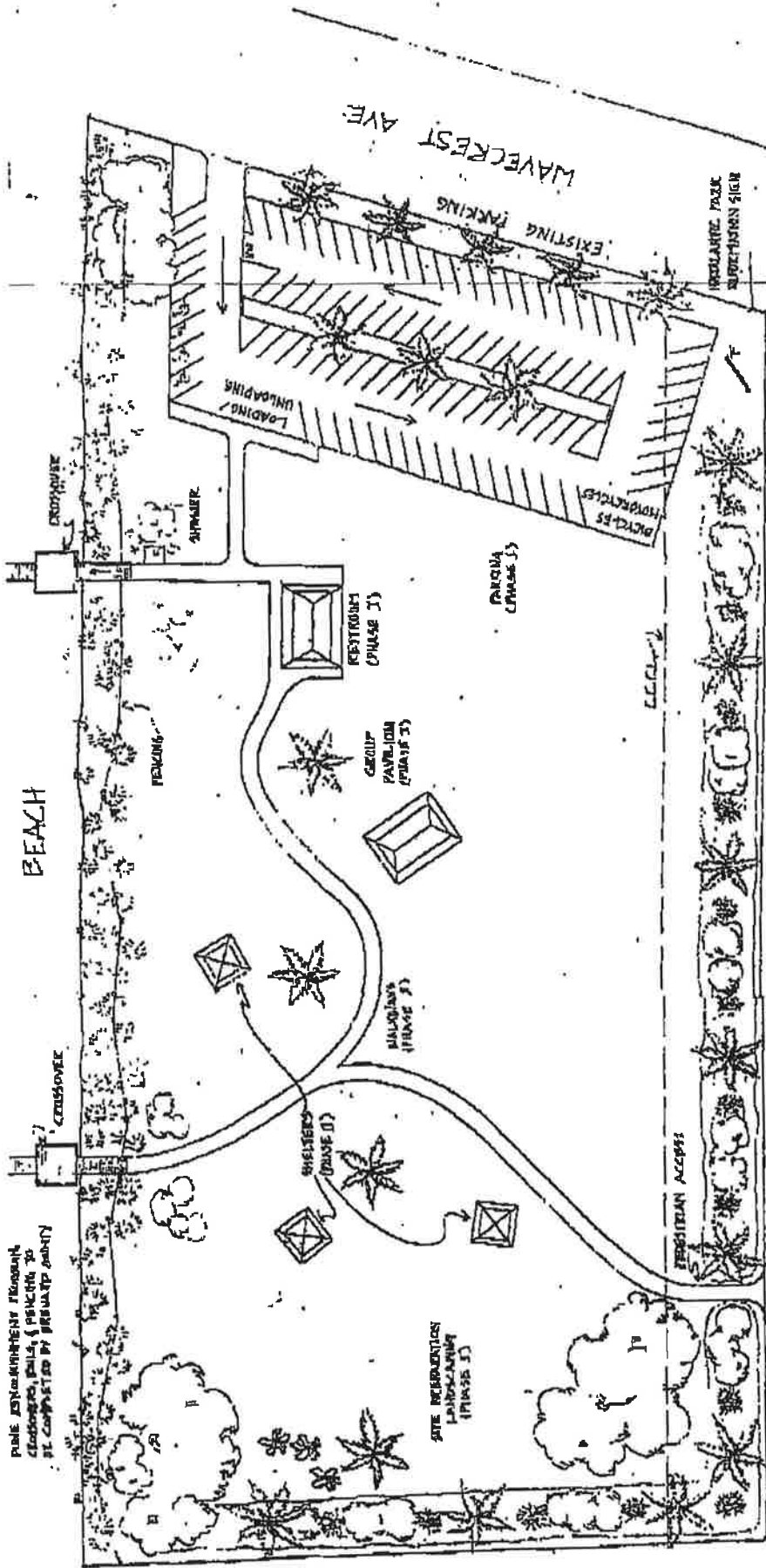
Lots 8-15, Block 66, Indialantic by the Sea, Plat Book 3, Page 35,
Public Records of Brevard County, Florida, Section 31, Township 27
South, Range 38 East.

DEC 15 1966

EXHIBIT "B"

The Indianatic Park Conceptual Site Development Plan consisting of one page drawn and checked by K. Toomey on 12-14-66 is on file in the Clerk to the Board's Office.

0143



PUBLIC ENVIRONMENT THROUGH
 CLASSIFIED, BUILD & DESIGN TO
 BE COMPLETED BY DESIGNER ONLY

SITE IDENTIFIERS
 LANDSCAPING
 (PHASE I)

SHELTERS
 (PHASE I)

MILITARY
 (PHASE I)

GROUP
 PAVILION
 (PHASE I)

RESTROOMS
 (PHASE I)

PARKA
 (PHASE I)

BICYCLES
 HYDRANTS

LOADING/
 UNLOADING

EXISTING
 PARKING

WAVECREST AVE

MIRAMAR AVE.

INDIALANTIC PARK
 CONCEPTUAL SITE DEVELOPMENT PLAN

BEVERLY COUNTY
 DUNE RESTROOMS
 RAIL FENCE
 GOLF COURSE
 DEVELOPMENT

PHASE I
 RESTROOM FACILITIES
 24 HOUR PARKING SPACES
 WALKWAYS
 DUNE RESTROOMS
 SIGNAGE
 IRRIGATION SYSTEM

PHASE II
 2 SMALL SHELTERS
 CRACKER-CRACKER
 PHONE BOOTH



Council on 2/17/84 as

recommended by Town Attorney
incorporated in new agreement,
LEASE AGREEMENT approved by
County. Effective
date 2/24/87

THIS LEASE AGREEMENT made and entered into this 15th day
of December, 1986 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 TOWN OF INDIALANTIC, a municipal corporation
chartered under the laws of the State of Florida, hereinafter
referred to as "Town".

W I T N E S S E T H:

WHEREAS, the County and the Town hereby recognize the need
for recreation park facilities for the joint use and benefit of
the residents of the Town of Indialantic and Brevard County,
Florida; and

WHEREAS, the County and the Town desire to build recreation
facilities and buildings on property owned by the County, which
property is listed in Exhibit "A", and is attached hereto and
made a part hereof by this reference.

NOW, THEREFORE, the parties hereby agree as follows:

1. Term. The term of this Agreement shall be for a period
of thirty (30) years from the date first above written. ~~(30)~~
~~(sixty (60) days written notice, either party may cancel this~~
~~agreement).~~ The Town may elect to extend the term of this
Agreement upon providing written notice to the County sixty (60)
days in advance of the expiration date of the original term, at
which time the length of the extended term will be negotiated.

The County understands that the Town may enter into grant
agreements for improvements on the portion of park property
described in Exhibit "A" owned by the County. The Parks and
Recreation Division Manager for the County will be furnished a
copy of any and all future development plans and grant
applications for approval relating to County owned property prior

to development or submission for such grants. ~~In the event the~~
County exercises its option to terminate this Agreement prior to
the expiration of the thirty (30) year term of this Agreement, it
is understood and agreed that the County will be obligated to
assume and complete any agreements made by the Town to obtain
said funds for all mutually agreed upon grant improvements
approved in writing.

2. Property. The property subject to this agreement shall
be those parcels of property listed in Exhibit "A".

3. Town's Duties and Responsibilities. The County hereby
grants to the Town the authority to use, develop, maintain, and
operate the park and recreational facilities and amenities on the
subject property for recreational purposes, to serve the public
interest, under the following conditions.

(a) The Town shall not use or occupy the subject
property or any part thereof, nor permit the same or any part
thereof, to be used or occupied for any purpose other than as
herein specified and shall not assign any rights under this
Agreement or delegate any duties or obligations hereunder to any
other agency, public or private, without prior written consent of
the County.

(b) The Town shall keep the subject property and all
improvements thereon in good repair and good appearance, and at
the end of the term of this Agreement, shall return the subject
property in as good a state and condition as reasonable use and
wear would permit.

(c) The Town shall pay for all operational and
maintenance costs for the use of the subject property and the
improvements thereon during the term of this Agreement.

(d) All personal property placed on or moved upon the subject property shall be placed on the property at the risk of the Town or other owner thereof, and the County shall be held harmless by the Town for any damages thereto or to the Town or any person, arising from any condition of the premises, or acts of negligence, carelessness, or improper conduct of any person whomsoever.

(e) The Town and the County shall comply with all relevant regulations of any higher governmental authority, regulating either the Town or the County and shall utilize the subject property only for the purposes provided herein.

4. The Town shall construct facilities on said property or may elect to subcontract the development of the park to the County as shown generally in Exhibit "B". The Site Development Plan attached hereto and referenced as Exhibit "B" is hereby incorporated into this Agreement. The development of this park by the Town or County will be contingent on the availability and amount of revenues. At a minimum, the portion of the project designated as Phase I shall be completed within three (3) years of the date of this Agreement. The portion designated as Phase II shall be completed in any event within ten (10) years from the date of this Agreement. Any additions or deletions to the development plans shown in Exhibit "B" must be approved by the County.

The County may assist the Town in obtaining State and/or Federal Grants to develop properties so long as the County has the financial and manpower resources to do so.

5. ~~Parking meter fees may be charged by the Town to members of the public using the facilities shown in Exhibit "B" in order to operate and maintain the park.~~

Further, the net profit over and above annual operation and maintenance costs shall be utilized for the development of the property as identified by Exhibit "B", at the discretion of the Town. In no event shall the Town be obligated to expend any monies from the general ^{fund} or ad valorem revenues of the Town for either development, maintenance and/or operation of said park. Only those net enterprise fund proceeds collected from parking meters within the park shall be pledged to this purpose after revenues are ^{first} used to retire any and all debt service and amortize the cost of parking meters and their maintenance as well as the

expenses associated with the park

~~_____~~
In the event this Agreement is terminated before the parking meters are fully paid for, the Town will assign ownership of the parking meters to the County and the County agrees to accept assignment of town obligations of payment for the parking meters and assume same. Further, the Town agrees to transfer to the County, and the County agrees to accept, any and all net revenues available in this park's enterprise fund, at that point in time.

Such fees shall be assessed equally to all patrons of this park without regard to their residence in Brevard County. A list of parking fees to be charged by the Town shall be submitted to the County upon initiation of this Agreement for informational purposes. Any changes thereto thereafter will be approved by the County thirty (30) days prior to implementation and the County will not unreasonably withhold consent. The Town agrees to provide upon request of the County records of gross revenue derived from fees.

6. In the event of total or partial destruction of the improvements, neither the County nor the Town shall be required to reconstruct the improvements but, in the event of damage to the improvements as a result of fire, storm, vandalism, erosion or other Act of God the Town shall make all reasonable efforts to repair the improvements but only from the net profits obtained from the enterprise fund established for Exhibit "A" park. The crossovers shall be the first improvement to be repaired. The rest of the repairs shall be prioritized as set out in Phase I and Phase II described in Exhibit "B".

7. In the event the County purchases additional property adjacent to said property already owned by the County, this Agreement may be amended to include the additional property upon the mutual written agreement of the parties.

8. Insurance. The Town shall maintain insurance coverage in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for one injury, Three Hundred Thousand Dollars (\$300,000.00) for one accident. Furthermore, upon execution of this Agreement and at any other time that the County may request, the Town shall present to the County specific documentation confirming that the insurance is in full force and effect.

9. In the event adequate revenues, at the sole discretion of the Town, are not available to the Town for the development of said park within nine (9) months of the date of this Agreement the Town reserves the right to reconsider and/or terminate this Agreement.

10. Indemnification. The Town shall indemnify the County and hold the County harmless from any and all liability, claims, damages, expenses (including attorney's fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the subject property by the Town. The County shall likewise indemnify and hold the Town harmless for all

liability, claims, damages, expenses (including attorney's fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of the ownership of the subject property by the County.

11. It is contemplated that a subsequent agreement shall be entered into between the parties pertaining to the utilization of lifeguards at the Park as well as Indianalantic police patrol of the County Park and it is hereby agreed that in good faith the parties will enter into such an agreement within nine (9) months of this lease agreement.

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

ATTEST:

R. C. Winstead Jr.
R. C. Winstead Jr., Clerk

By: *Andrea Deratany*
Andrea Deratany, Chairman

ATTEST:

TOWN OF INDIALANTIC

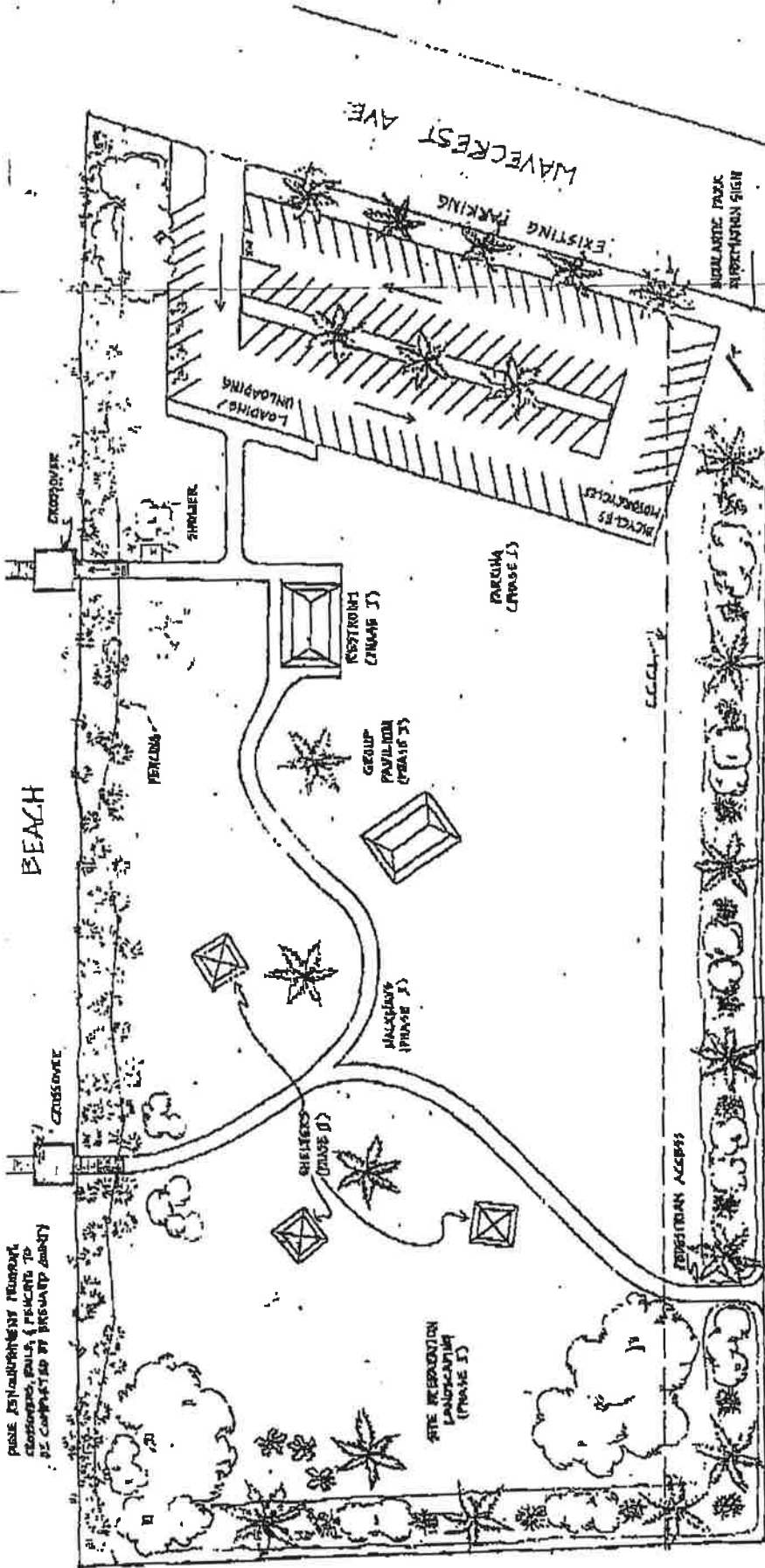
Brooklyn Hazelgrove By: *Ray D. Thomas*



EXHIBIT "A"

LEGAL DESCRIPTION

Lots 8-15, Block 66, Indianlantic by the Sea, Plat Book 3, Page
35, Public Records of Brevard County, Florida, Section 31,
Township 27 South, Range 38 East.



PHASE I ENLIGHTENMENT TRAILWAY
 CROSSWALK, PATHS, & FENCING TO
 BE COMPLETED BY PRELIMINARY

PHASE I
 SITE RECREATION
 LANDSCAPING

PHASE I
 SHELTERS

PHASE I
 GROUP PAVILION

PHASE I
 RESTAURANT

PHASE I
 PARKING

PHASE I
 BICYCLES STORAGE

PHASE I
 PEDESTRIAN ACCESS

PHASE I
 RESTAURANT

PHASE I
 GROUP PAVILION

PHASE I
 RESTAURANT

PHASE I
 RESTAURANT

PHASE I
 RESTAURANT

MIRAMAR AVE.

INIALANTIC PARK
 CONCEPTUAL SITE DEVELOPMENT PLAN

PHASE I
 BEACH COUNTY
 TRAIL LIGHTS
 TRAIL FENCING
 TRAIL SIGNAGE
 TRAIL MAINTENANCE

PHASE II
 RESTAURANT FACILITIES
 44 BICYCLE PARKING SPACES
 BICYCLES STORAGE
 SITE IRRIGATION
 IRRIGATION
 GROUP PAVILION
 IRRIGATION SYSTEM



Magnire, Voorhis & Wells, P.A.
1499 S. Harbor City Blvd.
Melbourne, Fla. 32901

CFN 97197943 11-13-97 03:49 pm
OR Book/Page: 3726 / 3820

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

Prepared by:

David Stephenson
Dept. of Environmental Protection
3900 Commonwealth Blvd.
Tallahassee, Fla. 32399-3000
Easement No. 29190

Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 12 #Names: 2
Trust: 6.50 Rec: 49.00 Serv: 0.00
Deed: 0.70 Excise: 0.00
Mfg: 0.00 Int Tax: 0.00

EASEMENT

THIS EASEMENT, made and entered into this 10th day of September, 1997, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, acting pursuant to its authority set forth in Section 253.03, Florida Statutes, hereinafter referred to as "GRANTOR", and CLAUDIO ESPOSITO, his heirs, successors and assigns, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the real property hereinafter described in Exhibit "A", which is managed by the Town of Indialantic, Florida, hereinafter referred to as "TOWN", under a sub-sublease from Brevard County, Florida, which subleases the real property hereinafter described in Exhibit "A" from the Board of Trustees of the Internal Improvement Trust Fund under Sublease No. 3485-01 ("sublease"); and

WHEREAS, GRANTEE desires an easement across the real property hereinafter described in Exhibit "A" for the maintenance of certain existing improvements consisting of an approximate thirty-six-foot by fifteen-foot (36' x 15') slab of pavement, a one-foot by five-foot (1' x 5') portion of a pumphouse, and a three-foot by eighteen-foot (3' x 18') wooden stairs of a motel on adjacent land owned by the GRANTEE, all of which encroach onto the GRANTOR'S real property hereinafter described in Exhibit "A"; and

WHEREAS, GRANTEE does hereby waive, release, remise and forever quit claim unto GRANTOR forever all right, title, interest of GRANTEE in and to the real property hereinafter described in Exhibit "A"; and

WHEREAS, TOWN, as managing agent and sub-sublessee under the sub-sublease, and Brevard County, Florida, as sub-sublessor under the sub-sublease and sublessee under the sublease, have agreed to

RECEIVED
DEC 02 1997
County Attorney

Exhibit "A".

NOW THEREFORE, GRANTOR, for good and valuable consideration and mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant, a non-exclusive easement unto GRANTEE over and across the following described real property in Brevard County, Florida, to wit:

(See Exhibit "A" Attached)

subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.
2. TITLE DISCLAIMER: GRANTOR does not warrant or guarantee any title, right or interest in or to the property described in Exhibit "A" attached hereto.
3. TERM: The term of this easement shall be for a period of ten (10) years commencing on September 10, 1997, and ending on September 9, 2007, with an option for renewal for an additional 10 years, unless sooner terminated pursuant to the provisions of this easement.
4. USE OF PROPERTY AND UNDUE WASTE: This easement shall be limited to the maintenance of existing improvements, consisting of an approximate thirty-six-foot by fifteen-foot (36' x 15') slab of pavement, a one-foot by five-foot (1' x 5') portion of a pumphouse, and a three-foot by eighteen-foot (3' x 18') wooden stairs of a motel on adjacent land owned by the GRANTEE, upon and across the property described in Exhibit "A" during the term of this easement. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, below or across the easement area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in



connection with clearing this easement, the net proceeds from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit "A" during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a water course, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents produced or used in GRANTEE'S operations, on this easement or on any adjacent state land or in any manner not permitted by law.

Upon termination or expiration of this easement GRANTEE shall restore the lands over which this easement is granted to substantially the same condition it was upon the effective date of this easement. GRANTEE agrees that upon termination of this easement all authorization granted hereunder shall cease and terminate.

If the lands described in Exhibit "A" are under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the real property authorized herein.

5. PAYMENT: In lieu of payment for this easement, GRANTEE shall install and operate a portable removable above ground sprinkler system on the real property hereinafter described in Exhibit "A" in a manner described below in Paragraph 28 below.

6. ASSIGNMENT: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

7. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the easement and the works and operations of GRANTEE in any matter pertaining to this easement.

8. BINDING EFFECT AND INUREMENT: This easement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing contained in this paragraph shall be construed as a consent by GRANTOR to any assignment of this easement or any interest therein by GRANTEE.

9. NON-DISCRIMINATION: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

10. INDEMNITY: GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this easement.

11. COMPLIANCE WITH LAWS: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

12. VENUE PRIVILEGES: GRANTOR and GRANTEE agree that GRANTOR has venue privilege as to any litigation arising from matters relating to this easement. Any such litigation between GRANTOR and GRANTEE shall be initiated and maintained only in Leon County, Florida.

13. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has



been obtained from the Department of State, Division of Historical Resources.

14. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit A or against any interest of GRANTOR therein.

15. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

16. SOVEREIGNTY SUBMERGED LANDS: This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

17. ENTIRE UNDERSTANDING: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

18. TIME: Time is expressly declared to be of the essence of this easement.

19. CONVICTION OF FELONY: If GRANTEE or any principal thereof is convicted of a felony during the term of this easement, such conviction shall constitute, at the option of GRANTOR, grounds for termination of this easement agreement.

20. ATTORNEYS' FEES: GRANTEE shall pay all costs, charges and expenses, including attorneys' fees and appellate attorneys' fees, in connection with any dispute arising out of this easement, including without limitation, any costs and fees incurred or paid by GRANTOR because of the failure on the part of GRANTEE to comply with and abide by each and every one of the stipulations, agreements, covenants and conditions of this



easement, or incurred by GRANTOR in seeking any remedy available to GRANTOR as a result of such failure by GRANTEE.

21. DEFAULT: Should GRANTEE, at any time during the term of this easement, suffer or permit to be filed against it an involuntary, or voluntary, petition in bankruptcy or institute a composition or an arrangement proceeding under Chapter X or XI of the Chandler Act; or make any assignments for the benefit of its creditor; or should a receiver or trustee be appointed for GRANTEE'S property because of GRANTEE'S insolvency, and the said appointment not vacated within 30 days thereafter; or should GRANTEE'S easement interest be levied on and the lien thereof not discharged within 30 days after said levy has been made; or should GRANTEE fail promptly to make the necessary returns and reports required of it by state and federal law; or should GRANTEE fail promptly to comply with all governmental regulations, both state and federal; or should GRANTEE fail to comply with any of the terms and conditions of this easement and such failure shall in any manner jeopardize the rights of GRANTOR; then, in such event, and upon the happening of either or any of said events, GRANTOR shall have the right, at its discretion, to consider the same a default on the part of GRANTEE of the terms and provisions hereof, and, in the event of such default, GRANTOR shall have the option of either declaring this easement terminated, and the interest of GRANTEE forfeited, or maintaining this easement in full force and effect and exercising all rights and remedies herein conferred upon GRANTOR. The pendency of bankruptcy proceedings or arrangement proceedings to which GRANTEE shall be a party shall not preclude GRANTOR from exercising either option herein conferred upon it. In the event GRANTEE, or the trustee or receiver of GRANTEE'S property, shall seek an injunction against GRANTOR'S exercise of either option herein conferred, such action on the part of GRANTEE, his trustee or receiver, shall automatically terminate this easement as of the date of the making such application, and in the event the Court shall enjoin GRANTOR from exercising either option herein



easement.

22. RIGHT OF AUDIT: GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

23. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the easement area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

24. AUTOMATIC REVERSION: This easement is subject to automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE.

25. GOVERNING LAW: This easement shall be governed by and interpreted according to the laws of the State of Florida.

26. SECTION CAPTIONS: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

27. SPECIAL CONDITIONS:/GRANTEE shall within sixty (60) days from the commencement of this easement install a portable, removable, and aboveground sprinkler system on the real property hereinafter described in Exhibit "A", connect it to a potable or reclaimed water source acceptable to and in the sole and absolute discretion of TOWN, properly irrigate the real property



hereinafter described in Exhibit A during the term of this easement, and continuously provide for the proper maintenance and operation of said sprinkler system. At all times during the term hereof, the GRANTEE shall provide a water source having water of a quality sufficient to support TOWN-planted or required plant life on the real property hereinafter described in Exhibit "A" in a healthy, living condition. Prior to installation of the sprinkler system, the GRANTEE shall submit to TOWN a drawing depicting the approximate location of aboveground sprinkler system pipes, the point of connection to a potable or reclaimed water source, the approximate location of all sprinkler heads, and the approximate range of the various sprinkler heads. This plan shall be subject to approval, approval with conditions, or denial by TOWN, all in its sole and absolute discretion. The plan must provide a system that when operated will properly irrigate all portions of the real property hereinafter described in Exhibit "A". Together with the proposed sprinkler system location plan, GRANTEE shall also submit an irrigation plan that shall describe the times during which the property hereinafter described in Exhibit "A" shall be irrigated and the number of hours during which the irrigation shall remain on. The intent of this plan shall be to provide, in the sole and absolute discretion of TOWN, for the proper irrigation of plantings as may from time to time be placed upon the real property hereinafter described in Exhibit "A". The plan shall be subject to approval by TOWN, approval with conditions by TOWN, or denial by TOWN. If TOWN and GRANTEE cannot agree upon an appropriate sprinkler system plan or irrigation plan within sixty (60) days from the commencement of this easement, GRANTOR, upon recommendation by TOWN, may at any time during the term of this easement terminate this easement and neither party shall have any further obligations under this easement. Upon termination of this easement, existing improvements described in Paragraph 4. above shall be immediately removed by GRANTEE.



be executed on the day and year first above written.

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

Cheryl Granger
Witness

Cheryl Granger
Print/Type Witness Name

Elizabeth R. Whitman
Witness

Elizabeth R. Whitman
Print/Type Witness Name

By: Daniel T. Crabb (SEAL)
CHIEF, BUREAU OF LAND
MANAGEMENT SERVICES,
DIVISION OF STATE LANDS,
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this
10th day of September, 1999, by Daniel T. Crabb, as
Chief, Bureau of Land Management Services, Division of State
Lands, Department of Environmental Protection, acting as agent
for and on behalf of the Board of Trustees of the Internal
Improvement Trust Fund of the State of Florida. He is personally
known to me.

Patricia Toloday
Notary Public, State of Florida



Print/Type Notary Name

Commission Number

My Commission Expires:

Approved as to Form and Legality

By: Samuel J. ...
DEP Attorney

B. Brownie
Witness

B. Brownie
Print/Type Witness Name

Shirlee Walker
Witness

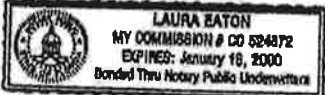
Shirlee Walker
Print/Type Witness Name

Claudio Esposito (SEAL)
CLAUDIO ESPOSITO

"GRANTEE"



The foregoing instrument was acknowledged before me this 6th day of June, 1997, by Claudio Esposito. He is personally known to me or produced as identification.



Laura Eaton
Notary Public, State of Florida

LAURA EATON
Print/Type Notary Name
Commission Number CC 524872
My Commission Expires: Jan. 16, 2000



APPROVED BY:

TOWN OF INDIALANTIC

By: John B. Lynch
Print/type name

Title: Town Manager

(OFFICIAL SEAL)
"SUB-SUBLESSEE"

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 6th day of June, 1997, by John B. Lynch as Town Manager acting as agent for and on behalf of the town council of the Town of Indialantic. He/she is personally known to me or produced as identification.

(SEAL)



Carolyn Hazelgrove
MY COMMISSION # CC630939 EXPIRES
March 19, 2001
BONDED THRU TROY FAH INSURANCE, INC.

Carolyn Hazelgrove
Notary Public, State of Florida

Carolyn Hazelgrove
Print/Type Notary Name

Commission Number CC 630939

My Commission Expires: March 19, 2001



Rose Lyons
 Witness
Rose Lyons
 Print/Type/Witness Name
Rose Lyons
 Witness
Jayne Brambill
 Print/Type witness Name

APPROVED BY:
 BREVARD COUNTY, FLORIDA
 BY ITS BOARD OF COUNTY
 COMMISSIONERS
 By: [Signature]
Randy O'Brien
 Print/type name
 Title Chairman
 Chairman (or Vice Chairman)

ATTEST: James C. Miles
 Chief Deputy Clerk
 Clerk (Deputy Clerk) of
 Circuit Court

(OFFICIAL SEAL)

"SUBLESSEE" AND "SUB-SUBLESSOR"

As Approved by the Board on 12-13-94.

STATE OF FLORIDA
 COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this
24th day of June, 1997, by Randy O'Brien as
Chairman of Brevard County, Florida, acting as
 agent for and on behalf of the Board of County Commissioners,
 Brevard County, Florida. He/she is personally known to me or
 produced personally known as identification.

(SEAL)



JUDITH P. TRIMBLE
 COMMISSION # CC 487995
 EXPIRES AUG 13, 1999
 BONDED THRU
 ATLANTIC BONDING CO., INC.

Judith P. Trimble
 Notary Public, State of Florida
Judith P. Trimble
 Print/Type Notary Name

Commission Number CC 487995

My Commission Expires: August 13, 1999



EXHIBIT "A"
LEGAL DESCRIPTION OF THE EASEMENT

The North twenty-five feet of the West 340 feet of Lot 8, Block 66,
Plat of Indialantic By The Sea, according to the plat thereof, as
recorded in Plat Book 3, Page 35, Public Records of Brevard County,
Florida, LESS AND EXCEPT the East sixty feet thereof.



Marsha

**AGENDA
BREVARD COUNTY BOARD**



**REPORT
OF COUNTY COMMISSIONERS**

Meeting Date:
06-06-89

RECEIVED
JUN 12 1989

AGENDA	
Item	CONSENT
Item No.	II. F. 1.

Rescind Board Approval of Execution of Amendment to Sublease Agreement with Florida Department of Natural Resources for Save Our Coast Sites C, G-13, 1, and 2; and Authorize Attachment of Legal Descriptions to Original Sublease Agreement - District 3.

DEPT./ OFFICE: **Parks and Recreation Department**

Requested Action:

It is recommended that the Board of County Commissioners rescind Board approval of execution of amendment to sublease agreement with Florida Department of Natural Resources for Save Our Coast Sites C, G-13, 1, and 2; and authorize attachment of legal description of the sites to the original sublease agreement dated April 5, 1988.

Summary Explanation & Background:

On February 21, 1989, the Board authorized execution of an amendment to sublease agreement with the Florida Department of Natural Resources, Division of Recreation and Parks, for Save Our Coast Sites C, G-13, 1, and 2. The Florida Department of Natural Resources has since advised that the amendment is not necessary as the Department was given the authority, by the Governor and Cabinet, under the provisions of the original agreement, to include the additional legal descriptions of all Save Our Coast projects.

On April 5, 1988, the Board executed a sublease agreement with the Florida Department of Natural Resources for Save Our Coast Sites A, B, F, G (not parcels included), I, J, #3, and #5; effective date of agreement was July 5, 1988.

All subleased Save Our Coast sites must have management plans filed with the State within 12 months of the date of execution and must be developed within 5 years of the date of execution.

Bernadette Talbert, Deputy Clerk, has recommended that the approval of this agenda request will clarify the official records of Brevard County.

From: TOM N. JENKINS, COUNTY ADMINISTRATOR
STEVE RISER, DIRECTOR

Exhibits Attached:

Board Action:

Rescinded as recommended and authorized attachment to original Agreement as requested. Copy sent to Steve Riser.

Bernadette Talbert 6/7/89

SITE C

LEGAL DESCRIPTION - PARCEL "A"

That part of the following described property lying East of the right of way of State Road 11A; the South 606.56 feet of the North 1,006.56 feet of Government Lot 5, Section 24, Township 27 South, Range 37 East, excepting the right of way for State Road 11A and excepting land in Plat of Flora Beach Subdivision, Section A, recorded in Plat Book 11, Page 109, Public Records of Brevard County, Florida.

LEGAL DESCRIPTION - PARCEL "B"

The South 300.00 feet of Government Lot 5, Section 24, Township 27 South, Range 37 East, lying East of State Road 11A, Brevard County, Florida, containing 2.90 acres, more less. LESS AND EXCEPT THE FOLLOWING: Beginning at the intersection of the North line of the South 300.00 feet of Government Lot 5, Section 24, Township 27 South, Range 37 East, Brevard County, Florida, with the Easterly right of way line of State Road 11A, as presently located; thence N89°28'57"E along the North line of the South 300.00 feet of said Government Lot 5, a distance of 467.00 feet, more or less to the Mean High Water Line of the Atlantic Ocean; thence S13°48'01"E along the Mean High Water Line of the Atlantic Ocean a distance of 1.86 feet to the intersection with the South line of the North 1,006.56 feet of said Government Lot 5; thence S89°32'05"W along the South line of the north 1,006.56 feet of said Government Lot 5, a distance of 467.10 feet to the Easterly right of way line of State Road 11A; thence N14°31'18"W along said Easterly right of way line a distance of 1.43 feet to the POINT OF BEGINNING.

TOGETHER with any and all riparian rights appurtenant thereto.

SITE G (Parcel 13)

A portion of Government Lot 2, Section 33 and a portion of Government Lot 1, Section 34, Township 28 South, Range 38 East, Brevard County, Florida, Described as follows: COMMENCING at the Southeast corner of Government Lot 2, Section 33, Township 28 South, Range 38 East; thence run North along the East line of said Section 33, also being the East line of Government Lot 2, Section 33 a distance of 200.00 feet to a point on said section line, being the POINT OF BEGINNING. From said POINT OF BEGINNING go West and parallel to the South line of Government Lot 2, Section 33 to the East right of way line of State road 1A1A; thence run Northwesterly along the East right of way line of State Road 1A1A; to a point 200.00 feet North of the POINT OF BEGINNING; thence run East parallel to the South line of Government Lot 2, Section 33, to the East line of said Government Lot 2, which is also the East line of Section 33, and the West line of Section 34 and continue East on the projected third course, being the last course described across Government Lot 1, Section 34 to the Atlantic Ocean; thence run Southerly meandering the shore of the Atlantic Ocean to a point 200.00 feet North of the South line of Government Lot 2, Section 33, projected Easterly to the Atlantic Ocean; thence West and parallel to the South line of Government Lot 2, Section 33, projected Easterly to POINT OF BEGINNING, together with riparian rights appertaining.

Less and Except the following described parcel;

A portion of Government Lot 1, Section 34, Township 28 South, Range 38 East, Brevard County, Florida, more particularly described as follows: Commence at the intersection of the East right of way line of State Road 1A1A, as per State of Florida D.O.T. Maintenance Map for Brevard County #70060, and a line 200.00 feet North and parallel with the South line of Government Lot 2, Section 33, Township 28 South, Range 38 East, Brevard County, Florida; thence East and parallel with the South line of said Government Lot 2, Section 33, for a distance of 195.42 feet to the POINT OF BEGINNING; thence North 5.00 feet; thence East and parallel with the South line of Government Lot 2, Section 33 for a distance of 153.92 feet, more or less to the approximate mean high water line of the Atlantic Ocean; thence 522°33'26"E along the said approximate mean high water line 5.41 feet; thence West 156.00 feet, more or less to the POINT OF BEGINNING.

Tax I. D. # 28-38-34-00-13

ADDITION TO

EXHIBIT A

SITE 1

Lots 8, through 15, Block 66, PLAT OF INDIALANTIC BY THE SEA, according to the plat thereof, as recorded in Plat Book 3, Page 35, of the Public Records of Brevard County, Florida, and located in Section 31, Township 27 South, Range 38 East, less and except parcels A and B.

Parcel A:

From the Northwest corner of Lot 8, INDIALANTIC BY THE SEA, as recorded in Plat Book 3, Page 35, of the Public Records of Brevard County, Florida, run N 72° 13' 49" E along said North line of Lot 8 a distance of 59.00 feet to the Point of Beginning of the herein described parcel; thence continue N 72° 13' 49" E along aforesaid North line of Lot 8 a distance of 40.00 feet; thence S 17° 46' 11" E a distance of 14.50 feet; thence S 72° 56' 47" W a distance of 40.00 feet; thence N 17° 46' 11" W a distance of 14.00 feet to the Point of Beginning.

Parcel B:

From the Northwest corner of Lot 8, INDIALANTIC BY THE SEA, as recorded in Plat Book 3, Page 35, of the Public Records of Brevard County, Florida, run N 72° 13' 49" E along said North line of Lot 8 a distance of 302.18 feet to the Point of Beginning of the herein described parcel; thence continue N 72° 13' 49" E along aforesaid North line of Lot 8 a distance of 18.50 feet; thence S 17° 46' 11" E a distance of 2.00 feet; thence S 70° 40' 56" W a distance of 18.51 feet; thence N 17° 46' 11" W a distance of 2.5 feet; thence to the Point of Beginning.

27-38-32 008-15

ADDITION TO

EXHIBIT A

SITE 2

Lots 1, 2, 3, 4, 6, 7, 8, 9, 10 and 11, all in Block 1 and the North 1/2 of vacated EAU GALLIE COURT, according to the plat of CANOVA BEACH, SECTION A, as recorded in Plat Book 6, Page 80, of the Public Records of Brevard County, Florida, excepting therefrom, the West 120 feet of Lot 4, Block 1 of said Plat Book 6, Page 80, and also excepting therefrom the right-of-way of S.R. A-1-A. Located in Section 13, Township 27S, Range 37E, also excepting therefrom Parcels A & B as described herein.

PARCEL A: From the Northwest corner of Lot 6, CANOVA BEACH, Section A, as recorded in Plat Book 6, Page 80, of the Public Records of Brevard County, Florida, run S13°07'56"E a distance of 53.00 feet to the POINT OF BEGINNING of the herein described parcel; thence N77°17'24"E a distance of 138.09 feet; thence S13°07'30"E a distance of 6.00 feet to the South line of the North 1/2 of vacated R/W of Eau Gallie Court; thence S76°52'30"W along said south line of the North 1/2 of vacated R/W of Eau Gallie Court a distance of 138.08 feet; thence N13°07'56"W a distance of 7.00 feet to the POINT OF BEGINNING.

PARCEL B: From the intersection of the Easterly R/W of State Road A-1-A and the north line of Lot 4, CANOVA BEACH, SECTION A, as recorded in Plat Book 6, Page 80, of the Public Records of Brevard County, Florida, run N76°52'30"E a distance of 109.00 feet to the POINT OF BEGINNING of the herein described parcel; thence continue N76°52'30"E along said north line of said Lot 4 a distance of 47.00 feet; thence S10°39'00"E a distance of 121.61 feet; thence S76°52'30"W a distance of 42.00 feet; thence N13°00'23"W a distance of 121.50 feet to the POINT OF BEGINNING.

Copy for Public

OFF. REC.

PAGE

2911

2315

Chairman

This instrument prepared by:

Gary L. Heiser
Senior Attorney
Department of Natural Resources
Room 412, 3900 Commonwealth Boulevard
Tallahassee, Florida 32399

APPROVED AS TO
FORM & LEGALITY

Gary L. Heiser 5/17/88
DEPARTMENT ATTORNEY

OFF. REC.

PAGE

2911

2316

ADDITION TO

EXHIBIT A

STATE OF FLORIDA
DEPARTMENT OF NATURAL RESOURCES

Marjory Stoneman Douglas Building • 3900 Commonwealth Boulevard • Tallahassee, Florida 32399
Tom Gardner, Executive Director

RECEIVED

December 12, 1989

DEC 15 1989

Rec/Pks Adm

Mr. Steve Riser
Manager
Brevard County Recreation and
Parks Division
2575 N. Courtenay Parkway
Merritt Island, Florida 32953

RE: Brevard County Beaches Lease No. 3485

Dear Mr. Riser:

On December 5, 1989, the Department of Natural Resources (DNR), Division of Recreation and Parks, assigned its rights and responsibilities as sublessor under the above agreement to the Florida Board of Trustees of the Internal Improvement Trust Fund. This action was taken as a consequence of the transfer of the pass through sublease program from DNR's Division of Recreation and Parks to its Division of State Lands.

Brevard County's rights and responsibilities under the agreement remain unchanged as do the agreement's dates of execution and expiration. With DNR no longer a party to the agreement, the sublease becomes a direct lease between the Trustees and Brevard County. As a result, the County will not have to go through a department level review before requesting Trustees' approval of management plans.

As staff for the Board of Trustees, the Division of State Lands will administer the Brevard County Beaches lease for the Board. Please direct all questions concerning management plans to Ms. Dawn Dunnam, Bureau of Uplands Management, Division of State Lands, Department of Natural Resources, 3900 Commonwealth Boulevard, Tallahassee, Florida, 32399-3000. Ms. Dunnam may be reached at 904/488-2291 or Suncom 278-2291. As referenced in Paragraph 7 of the lease agreement, management plans are due one year from execution. A copy of Chapter 18-4, Florida Administrative Code, and an updated list of resource persons is provided to assist in the development of the remaining plans due to the Trustees under this lease.



Administration	Beaches and Shores	Law Enforcement	Marine Resources	Recreation and Parks	Resource Management	State Lands
Bob Martinez Governor	Jim Smith Secretary of State	Bob Butterworth Attorney General	Gerald Lewis State Comptroller	Tom Gallagher State Treasurer	Doyle Conner Commissioner of Agriculture	Betty Castor Commissioner of Education

SUBLEASE AGREEMENT
(BREVARD COUNTY BEACHES)

This Sublease Agreement is made between the Department of Natural Resources of the State of Florida on behalf of the Division of Recreation and Parks, as Sublessor, and Brevard County, Florida, as Sublessee. The parties, for and in consideration of mutual covenants and agreements covenant and agree as follows:

1. The parties acknowledge that:

A. The Board of Trustees of the Internal Improvement Trust Fund (hereinafter referred to as the "Board") holds title to certain property identified as Brevard County Beaches for public outdoor recreation and,

B. The Department of Natural Resources of the State of Florida, Division of Recreation and Parks, as the Lessee of Brevard County Beaches, agrees to sublease the property to Brevard County for outdoor recreation and related purposes in order to represent the State in coordination with local management.

2. Description of Premises: The property subject to this Sublease, is situated in Brevard County, and described in Exhibit "A", attached hereto and made a part hereof.

3. Term and Purpose: This Sublease shall be for a period coterminous with the time remaining on Trustees Lease Agreement No. 3485, dated June 12, 1987, and attached hereto as Exhibit "B", for environmental protection and compatible public outdoor recreation and related purposes, unless otherwise terminated pursuant to the provisions of this Sublease.

4. Conformity: This Sublease shall be subject to all the terms and conditions of the Trustees Lease Agreement No. 3485. The Sublessee shall prevent any unauthorized use of the property or any use not in conformance with Exhibit "B" and this Sublease.

5. Right of Use: The Sublessee shall have the right to enter upon the property for all purposes necessary to the full enjoyment of the rights herein granted.

6. Assignment: This Sublease and any rights and privileges conferred herein shall not be assigned or transferred by the Sublessee without the prior written approval of the Sublessor.

7. Management Plan: The Sublessee shall be responsible for preparation of a final management plan in compliance with the provisions of paragraph 10 of Exhibit "B", and shall implement all management projects pursuant to the management plan as necessary to carry out the purpose stated in paragraph 3 herein.

8. Development Time Frame: The Sublessee shall at its sole cost and expense make available to the public, within five years from the effective date of this Sublease, site improvements on the property for public recreational use and for protection of the natural resources. This provision shall be in accordance with the final management plan. All site improvements shall be constructed in a good workmanlike manner in accordance with sound construction practices. The Sublessee shall keep the premises and the site improvements free and clear of all liens for labor and material and shall hold the Sublessor and the Board harmless from any liability with respect to Sublessee's work. In the event a lien for labor or materials is filed, the Sublessee shall immediately either satisfy same or transfer such lien to a bond.

9. Site Plan: The Sublessee shall submit a final site plan to the Sublessor for review and approval prior to construction of any new facilities. Site plan of existing and proposed facilities shall be included in the final management plan.

10. Incurred Costs: All costs of planning, construction, operation, maintenance, use and restoration of the property, shall be the responsibility of the Sublessee. The Sublessee shall be responsible for any and all assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the property during the effective period of the Sublease.

11. Ownership of Improvements: All improvements provided by the Sublessee shall be and remain the property of the Sublessee during the effective period of this Sublease.

12. **Security and Maintenance:** The Sublessee shall provide security and protection of the premises and keep the property clean, maintained and in a good state of repair at all times.

13. **User Fees:** All user fees which the Sublessee may wish to impose shall be uniformly imposed among users regardless of the political jurisdiction in which the user may reside.

14. **Right of Inspection:** The Sublessor and its duly authorized agents shall have the right at any reasonable time to inspect the property and the works and operations thereon of the Sublessee in any matter pertaining to this Sublease. Should the Sublessee violate any covenant(s) of this Sublease or Trustees Lease Agreement No. 3485, Sublessor shall notify Sublessee in writing that it requires Sublessee's correction of that violation to Sublessor's satisfaction. Sublessee must cure the violation within 90 days following the date of notice. Upon Sublessee's failure to cure the violation within the time prescribed, Sublessor may terminate this Sublease upon 30 days prior written notice to Sublessee.

15. **Right of Audit:** The Sublessee shall make available to the Sublessor all financial records relating to this Sublease, and the Sublessor shall have the right to audit such records at any reasonable time. This right shall be continuous until such audit is completed and exercised without unreasonably interfering with the operation of Sublessee's facilities. This Sublease may be terminated by the Sublessor upon written notice and in accordance with the time frames and procedures for curing violations of this Sublease set forth in paragraph 14 should the Sublessee fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this Sublease, pursuant to the provisions of Chapter 119, Florida Statutes.

16. **Sign:** The Sublessee shall, within 90 days from date of sublease, erect a temporary information sign on the site. The sign shall identify the park name and state that funds for acquisition were provided by the Save Our Coast Program administered through the State of Florida, Department of Natural Resources, and a photograph

of its placement shall be sent to the Sublessor. The temporary sign shall remain in place until construction completion at which time a permanent sign bearing the same information shall be placed at the site.

17. Liability: The Sublessee shall investigate all claims of every nature at its expense and indemnify, protect, defend, hold and save harmless the Sublessor, the Board and the State of Florida from any and all claims, actions, lawsuits and demands of any kind or nature arising out of the Sublessee's use and management of the property to the extent of the limitations included within Section 768.28, Florida Statutes. The Sublessee shall provide, during the term of this Sublease, fire and extended coverage insurance, to include all improvements located on the premises for their full insurable value, or in the alternative, shall provide evidence of self-insurance sufficient to cover the loss of such improvements. Any policies of insurance shall name Sublessor, Sublessee, and the Board as the insured. The Sublessee shall also provide public liability coverage in the form of insurance policies or self-insurance for any and all claims against Sublessee, Sublessor, the Board and the State of Florida. The Sublessee shall submit annually, written evidence of insurance to the Bureau of State Lands Management (hereinafter referred to as the "Bureau"), 3900 Commonwealth Boulevard, Tallahassee, Florida 32399. Any insurance policies purchased by Sublessee pursuant to this paragraph shall be purchased from a financially responsible insurer duly authorized to do business in the State of Florida. Prior to the construction or removal of any buildings or improvements on the premises, the Sublessee shall immediately notify the Sublessor. The Sublessee agrees to notify the insurance agent of any changes which affect the value of any improvements and will request the insurance agent to adjust the insurance coverage to reflect any changes in value of the improvements. Sublessee shall be financially responsible for any loss because of failure to obtain or maintain adequate insurance coverage. If an action is commenced against the Sublessor or the

Board based on any claim arising out of the use or ownership of the leased premises during the term of the Sublease (including without limitation an action seeking damages for loss of life, personal injury or damage to property occurring in or about the leased premises), Sublessee shall pay the expense of Sublessor's and the Board's defense, including reasonable costs and attorney's fees for any defense in that action. If a judgment is entered in such action against both Sublessor and/or Board and Sublessee or if they agree that a settlement of the claim or lawsuit should be made, Sublessee shall be responsible for payment of such judgment or settlement. Nothing contained herein shall be deemed to constitute a waiver of sovereign immunity on the part of Sublessor or Board, or to affect, limit or reduce the protection afforded Sublessor under provisions of Section 375.251, Florida Statutes, or to protect Sublessee from liability for any deliberate, willful or malicious act of Sublessee. In connection with any dispute arising out of this Sublease, including without limitation litigation and appeals, the Sublessee shall be liable for the payment of all attorney's fees and costs incurred by Sublessor or the Board.

18. Termination: Upon termination or expiration of this Sublease, the Sublessee shall surrender the premises to the Sublessor. In the event no further use of this parcel or any part thereof is needed, the Sublessee shall notify the Sublessor and the Bureau of State Lands Management, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399 at least six (6) months prior to the release of any or all of the premises. Notification will include a legal description, the lease number, and an explanation of the release. Upon termination of this Sublease, all improvements shall automatically become the property of the Board, unless the Board, at its option, should require immediate removal at the Sublessee's expense of any and all such improvements upon written notice to the

Sublessee. Any improvements to remain on the property upon termination of this Sublease shall be at the Board's discretion. The Sublessee shall meet the following conditions upon termination of this Sublease:

(a) The construction of any new facilities, improvements or alterations of the premises shall meet applicable county and municipal building and safety codes.

(b) The Sublessee shall properly dispose of utility fees, including having all the utilities turned off.

(c) The Sublessee shall not commit waste; reasonable wear and tear is acceptable.

(d) Prior to formal release, a representative of the Bureau of State Lands Management shall perform an on-site inspection and the keys to any buildings on the premises shall be turned over to the Bureau.

(e) If the premises do not meet all conditions agreed upon, the Sublessee shall reimburse the Board for any expenses incurred in meeting the prescribed conditions.

19. Non-Discrimination: As a condition of obtaining this sublease, the Sublessee hereby agrees not to 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 sublease or upon lands adjacent to an use as an adjunct of the subleased area.

IN WITNESS WHEREOF, The lawfully designated agent
the Department of Natural Resources of the State of Florida
has hereunto subscribed his name and caused his official
seal to be hereunto affixed on the 5th day of
July, 1988, and the lawfully designated
agent of Brevard County, Florida has hereunto subscribed his
name and caused his official seal to be hereunto affixed on
the 5th day of April, 1988.

(SEAL)

STATE OF FLORIDA
DEPARTMENT OF
NATURAL RESOURCES

SUBLESSOR:
FLORIDA DEPARTMENT OF
NATURAL RESOURCES

WITNESSED BY:

Audrey Barden

By: Tom Gardner
Tom Gardner, Executive Director
Its Agent for this Purpose

J. A. ...
DNR, ATTORNEY
Approved as to
Form and Legality

The foregoing instrument was acknowledged before
me this 5th day of July, 1988 By Tom
Gardner, as Executive Director of Florida Department of
Natural Resources.

Cheryl W. Coker
NOTARY PUBLIC
My Commission Expires:
Notary Public, State of Florida
My Commission Expires Aug. 13, 1988
Bonded 1000 Troy Park Insurance, Inc.

(SEAL)
Brevard County
BREVARD, FLORIDA

SUBLEESSEE:
Brevard County
BREVARD, FLORIDA

WITNESSED BY:

R. C. Winstead, Jr.
R. C. Winstead, Jr., Clerk
Bernie ...

By: Sue Schmitt
Its Agent for this Purpose
Sue Schmitt, Chairma
...
BREVARD COUNTY ATTORNEY

The foregoing instrument was acknowledged before
me this 5th day of April, 1988, by
Sue Schmitt / R. C. Winstead, Jr. as Chairman + Clerk

...
NOTARY PUBLIC
My Commission Expires:
Notary Public, State Of Florida At Large
My Commission Expires May 10, 1988
Bonded by SAFECO Insurance Company of America

Site A - High Beach
SITE A

Commencing at the Point of Intersection of the South line of the N $\frac{1}{4}$ of Government Lot 3, Section 23, Township 26 South, Range 37 East, Brevard County, Florida, and the East Right of Way line of State Road No. 11A, thence North 7 $^{\circ}$ 33' 23" West along the East line of said S.R. 11A for a distance of 50.00 feet to the POINT OF BEGINNING of the parcel herein-after described; thence continuing North 7 $^{\circ}$ 33' 23" West along the East line of said S.R. 11A for a distance of 150.00 feet; thence North 85 $^{\circ}$ 14' 40" East parallel to the South line of the N $\frac{1}{4}$ of said Government Lot 2 a distance of 250 feet, more or less, (315.6 ft. meas.) to the mean high water line of the Atlantic Ocean; thence meander the mean high water line of the Atlantic Ocean in a Southeasterly direction for a distance of 150 feet, more or less; thence South 85 $^{\circ}$ 14' 40" West parallel to the South line of the N $\frac{1}{4}$ of Government Lot 2 for a distance of 250 feet, more or less, (315.4 ft. meas.), to the Point of Beginning, together with all riparian and littoral rights thereto appertaining.

Site B - High Beach
SITE B

All of Block 2, Section 3, Canova Beach Subdivision, as recorded in Plat Book 6, Page 12, of the Public Records of Brevard County, Florida, together with riparian rights pertaining thereto, subject to that certain Final Judgment and verdict entered in the Circuit Court of Brevard County being Law No. 4399 dated 3-10-59 and filed 3-13-59 under Clark's File No. 47940 of the Public Records of Brevard County, Florida.

also described as

"Commencing at the Northwest corner of Block 2, Section 3, Canova Beach Subdivision, Section 13, Township 27 South, Range 37 East as recorded in Plat Book 6, Page 12 of the Public Records of Brevard County, Florida; Thence, South 88 degrees 43' 49" West for a distance of 20.43 feet to the POINT-OF-BEGINNING; Thence, for a first course South 88 degrees 43' 49" West for a distance of 374.8 feet more or less to the ordinary waters of the Atlantic Ocean; Thence, for a second course, return to the POINT-OF-BEGINNING; Thence for a third course, South 13 degrees 00' 11" East and along the East Right-of-Way of State Road A-1-A a distance of 308.21 feet; Thence, South 68 degrees 40' 11" East for a third course, a distance of 47.04 feet to the intersection with the North Right-of-Way of State Road 518. Thence for a fourth course, South 88 degrees 43' 49" West and along the North Right-of-Way and the easterly projection of said North Right-of-Way of State Road 518 a distance of 352 feet more or less to the ordinary waters of the Atlantic Ocean; Thence, for a fifth course Northwesterly along the ordinary waters of the Atlantic Ocean a distance of 130 feet more or less to the intersection with the aforementioned first course together with all the littoral and shore rights pertaining thereto.

Site F - Avertill Farms
SITE F (Parcel 1)

Lots 1 and 2, Block 1, Subdivision as platted in Deed Book X, Page 753, and being part of Plat of AVERTILL FARMS in Brevard County, Florida.

EXHIBIT A

A *Trame* SITE F (Parcel 3)

Begin at the intersection of the north boundary of Lot 3, Block 1, subdivision as platted in Deed book X (sometimes also cited as Deed book X), page 753, transcribed to Plat book 1, page 61, and being a part of Averill Farms subdivision in Brevard County, Florida, with the east boundary of Highway A1A; thence go southeasterly along said east boundary of Highway A1A a distance of 198.19 feet; thence go easterly parallel to the north boundary of said Lot 3, Block 1, to the shore of the Atlantic Ocean; thence northwesterly along said shore line a distance of 205 feet more or less, to the north boundary of Lot 3, Block 1; thence go westerly along said north boundary of Lot 3, Block 1, to the point of beginning.

TOGETHER with any and all riparian and littoral rights thereunto belonging.

TOGETHER with any and all property lying Easterly thereof and between the north and south lines extended to and into the Atlantic Ocean.

5 *Lowry* SITE G (Parcel 2)

North 400 feet of South 990 feet of Government Lot 1, Section 33, Township 28 South, Range 38 East, Brevard County, Florida, lying East of State Road A1A

6 *Swamp* SITE G (Parcel 4.5)

A portion of the North 100 feet of the South 490 feet of Government Lot 1, fractional Section 33, Township 28 South, Range 38 East, Tallahassee Meridian, Brevard County, Florida, lying East of the East right-of-way line of State Road A-1-A, said portion being more specifically described as follows:

Begin at the intersection of the South line of the North 100 feet of the South 490 feet of said Government Lot 1 with the Easterly right-of-way line of State Road A-1-A, right-of-way, as presently located, thence bear South $89^{\circ}07'37''$ East, along the South line of the North 100 feet of the South 490 feet of said Government Lot 1, a distance of 255 feet more or less to the mean high water line of the North Atlantic Ocean; thence Northwesterly along the said mean high water line, a distance of 110 feet, more or less, to the intersection thereof with the North line of the North 100 feet of the South 490 feet of said Government Lot 1; thence North $89^{\circ}07'37''$ West, along the North line of the North 100 feet of the South 490 feet of said Government Lot 1, a distance of 255 feet more or less, to a 4" x 4" concrete monument marking the Easterly right-of-way line of said State Road A-1-A; thence Southeasterly along the East right-of-way line of State Road A-1-A, a distance of 110 feet, more or less, to the point of beginning. Together with riparian rights.

7 *Swamp* SITE G (Parcel 5.6)

The North 250 feet of the South 390 feet of Government Lot 1, Section 33, Township 28 South, Range 38 East, Brevard County, Florida, lying East of State Road A-1-A as shown on Florida Department of Transportation Maintenance Map, Section 70060 Sheet 5 of 8. Dated 1-28-75.

SITE G (Parcel 7) *ONCE LAYING*

That part of the two following described properties lying east of S.R. 11A:

PARCEL 1

North 60 feet of Government Lot 2, and the south 40 feet of Government Lot 1 in Section 33, Township 28 South, Range 38 East, and the north 100 feet of the south 140 feet of Government Lot 1, all in Section 33, Township 28 South, Range 38 East, Brevard County, Florida. Together with any and all riparian rights thereunto belonging.

AND

PARCEL 2

The South 100 feet of the north 160 feet of Government Lot 2, Section 33, Township 28 South, Range 38 East, Brevard County, Florida. Less and except the right-of-way for S.R. 11A, together with any and all riparian rights thereunto appertaining.

SITE G (Parcel 10)

EXHIBIT FOR LEGAL DESCRIPTION

Lands located in Government Lot 2, Section 33, and Government Lot 1, Section 34, Township 28 South, Range 38 East, Brevard County, Florida, being that part of the below described lands described in O.R.B. 1178, Page 613, of the Public Records of Brevard County, Florida, lying Easterly of the East Right-of-Way of State Road A1A as said Right-of-Way is defined by Florida Department of Transportation prescriptive maintenance maps recorded in Survey Book 2, Page 72, of the Public Records of Brevard County, Florida, containing 4.67 acres of land, more or less.

DESCRIPTION: (ORB 1178 PAGE 613)

PARCEL 1: SOUTH 100 FEET OF THE NORTH 260 FEET OF NORTH HALF OF GOVERNMENT LOT 2. THE NORTH BOUNDARY LINE BEING 160 FEET SOUTH OF AND RUNNING PARALLEL WITH THE NORTH LINE OF GOVERNMENT LOT 2. THE SOUTH BOUNDARY LINE BEING 260 FEET SOUTH OF THE RUNNING PARALLEL WITH THE NORTH LINE OF GOVERNMENT LOT 2. SAID NORTH AND SOUTH BOUNDARY LINES BEGINNING AT MEAN LOW TIDE ON THE ATLANTIC OCEAN AND RUNNING PARALLEL WITH EACH OTHER AND PARALLEL WITH THE NORTH LINE OF GOVERNMENT LOT 2, IN A WESTERLY DIRECTION TO MEAN LOW TIDE IN INDIAN RIVER CONSISTING OF ABOUT 3 ACRES MORE OR LESS, IN SECTION 33, TOWNSHIP 28, SOUTH, RANGE 38 EAST. SAID LANDS SITUATE, LYING AND BEING IN BREVARD COUNTY, FLORIDA. THE ABOVE TRACT INCLUDES ALL THE LAND, IF ANY, IN LOT 1, SECTION 34, LYING DIRECTLY EAST OF SAID LOT 2, SECTION 33, TOWNSHIP 28 SOUTH, RANGE 38 EAST, WITHIN THE ABOVE DESCRIBED BOUNDARY LINES. THE ABOVE TRACT COMPRISES ALL OF THE NORTH 100 FEET OF THE SOUTH 614.2 FEET, BEING THE PREMISES DESCRIBED IN THE DEED FROM JOHN W. HAHN AND CORA E. HAHN, HIS WIFE, TO ETHEL W. HAHN AND DOUGLAS H. HAHN, AS EXECUTORS OF THE ESTATE OF LEW HAHN, DECEASED, DATED JULY 31, 1958, AND FILED AND RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY ON AUGUST 6, 1958, IN BOOK 123 OF OFFICIAL RECORDS, PAGE 210.

PARCEL 2: NORTH 114.2 FEET OF THE SOUTH 1/2 OF GOVERNMENT LOT 2, AND THE SOUTH 400 FEET OF THE NORTH 1/2 OF GOVERNMENT LOT 2: THE NORTH BOUNDARY LINE BEING 260 FEET SOUTH OF AND RUNNING PARALLEL WITH THE NORTH LINE OF GOVERNMENT LOT 2: THE SOUTH BOUNDARY LINE BEING 545.8 FEET NORTH OF AND RUNNING PARALLEL WITH THE SOUTH LINE OF GOVERNMENT LOT 2: SAID NORTH AND SOUTH BOUNDARY LINES BEGINNING AT MEAN LOW TIDE ON THE ATLANTIC OCEAN, AND RUNNING PARALLEL WITH EACH OTHER AND PARALLEL WITH THE NORTH LINE OF GOVERNMENT LOT 2, IN A WESTERLY DIRECTION TO MEAN LOW TIDE IN INDIAN RIVER, CONSISTING OF ABOUT 15 ACRES MORE OR LESS, IN SECTION 33, TOWNSHIP 28-S, RANGE 38-E, SAID LANDS SITUATE, LYING AND BEING IN BREVARD COUNTY, FLORIDA. THE ABOVE TRACT INCLUDES ALL THE LAND IN LOT 1, SECTION 34, LYING DIRECTLY EAST OF SAID LOT 2, SECTION 33, TOWNSHIP 28 SOUTH, RANGE 38 EAST, WITHIN THE ABOVE DESCRIBED BOUNDARY LINES. THE ABOVE TRACT COMPRISES ALL OF THE SOUTH 514.2 FEET, BEING THE PREMISES DESCRIBED IN THE DEED FROM ANGELINA C. FITZGERALD TO LEW HAHN, DATED MAY 14, 1938, AND RECORDED ON AUGUST 15, 1938, IN THE PUBLIC RECORDS OF BREVARD COUNTY IN BOOK 241 OF DEEDS, PAGE 142.

10 *Donart*

SITE G (Parcel 12)

That part of the two following described properties lying east of State Road A-1-A:

North 157.58 feet extending from the Indian River to the Atlantic Ocean of a tract of land described as follows:

The south boundary of the tract is the south boundary of Government Lot 2, Section 33, Township 28 South, Range 38 East, and the projection of the south boundary of said Lot 2 easterly to the Atlantic Ocean. The north boundary of the tract is a line parallel with the south line of said Government Lot 2 and 157.58 feet north thereof and extending from the Indian River to the Atlantic Ocean. Excepting therefrom the right-of-way of State Road A-1-A as now located and constructed across said land. Said above described property being a part of Government Lot 2, Section 33, Township 28 South, Range 38 East, and part of Government Lot 1, Section 34, Township 28 South, Range 38 East. Together with riparian rights thereunto appertaining.

11 *Lawson*

SITE G (Parcel 17)

A portion of the North 100 feet of the South 590 feet of Government Lot 1, fractional Section 33, Township 28 South, Range 38 East, Tallahassee Meridian, Brevard County, Florida, lying East of the East right-of-way line of SR A1A, said portion being more specifically described as follows:

Begin at the intersection of the South line of the North 100 feet of the South 590 feet of said Government Lot 1, with the Easterly right-of-way line of SR A1A, right-of-way, as presently located, thence bear South 89°07'37" East, along the South line of the North 100 feet of the South 590 feet of said Government Lot 1, to the mean high water line of the North Atlantic Ocean; thence Northwesterly along the said mean high water line, a distance of 110 feet, more or less, to the intersection thereof with the North line of the North 100 feet of the South 590 feet of said Government Lot 1; thence North 89°07'37" West along the North line of the North 100 feet of the South 590 feet of said Government Lot 1 to the intersection of the Easterly right-of-way line of SR A1A, as presently located, with the North line of the North 100 feet of the South 590 feet of said Government Lot 1; thence South-easterly along the East right-of-way line of SR A1A, a distance of 110 feet, more or less, to the point of beginning.

TOGETHER WITH riparian rights.

12 SITE I (Parcel 508.2)

The North 100 feet (North/South measurement) of the South 400 feet of Government Lot 3, Section 14, Township 29 South, Range 38 East, lying between State Highway 1A1A and the Atlantic Ocean. Together with any and all riparian and littoral rights thereunto belonging.

13 SITE I (Parcel 509)

The North 250 feet of Government Lots 4 and 5 lying West of State Road 1A1A, being located in Section 14, Township 29 South, Range 38 East, Brevard County, Florida, and the North 5 feet of Government Lots 5 and 6, lying East of State Road 1A1A, Section 14, Township 29 South, Range 38 East, Brevard County, Florida.

14 SITE I (Parcel 524)

The following described lot:

South 155 feet of the north 150 feet of Government Lots 5 and 6, Section 14, Township South 29, Range 38 East, lying East of State Road 1A1A, and also described as:

Parcel A: The South 155 feet of the north 150 feet of Government Lot 5, Section 14, Township 29, South, Range 38 East, lying East of State Road 1A1A; and

Parcel B: Begin at the NE corner of said Government Lot 5; go thence South 5 feet along the East line of said Government Lot 5 to the point of beginning. For a first course from the point of beginning go Easterly on a line parallel to the north line of said Government Lot 5 across Government lot 6 into the Atlantic Ocean. For a second course from the point of beginning go Southerly along the East boundary line of said Government Lot 5, 155 feet to a point. For a third course go thence Easterly on a line parallel to and 155 feet south of the first course hereinabove described across Government Lot 6 to end into the Atlantic Ocean. For a fourth course meander the waters of the Atlantic Ocean in a northwesterly direction to the point where the fourth course intersects in the first course.

SITE J

LEGAL DESCRIPTION: The North Two Hundred Feet (N.200') of Government Lot 3, Section 6, Township 30 South, Range 39 East lying East of State Road 1A1A, said lands situated in Brevard County, Florida, including all riparian rights appertaining thereto.

SITE 3 (Disney Tract)

Atlantic Shores Subdivision, according to the Plat thereof recorded in Plat Book 10, Page 34, of the Public Records of Brevard County, Florida, except the north 300 feet thereof, also described as follows:

Those portions of Government Lot 1, Section 34 and Government Lot 3, Section 33, all in Township 28 South, Range 38 East described as follows:

Beginning at the SE corner of said Government Lot 1, thence run West on the South line of said Government Lot 1, to the SW corner thereof, and continuing West on the projected South line of said Government Lot 1 to the East shore of the Indian River; thence run Northerly meandering the shore of the Indian River to the NW corner of said Government Lot 3; thence run East on the North line of said Government Lot 3 to the NE corner thereof, and continuing on the projected North line of said Government Lot 3 to the Atlantic Ocean; thence run Southerly, meandering the shore of the Atlantic Ocean; to the Point-of-Beginning; LESS the North 300 feet thereof, and including the riparian, littoral or shore rights, if any, now owned by Grantor or acquired by Grantor on its purchase of the above described property.

Subject to the present Right-of-Way for State Road A-1-A.

SITE 5 (Disney Tract)

All of Blocks "M", "N" and "O", according to the Plat of part first of Plat of farmlands at AVERHILL as recorded in Plat Book 1, Page 61, of the Public Records of Brevard County, Florida, LESS the Right-of-Way of State Road A-1-A. TOGETHER with all riparian and littoral rights thereunto appertaining, if any, now owned by Grantor or acquired by Grantor on its purchase of the above described property; Plat also being recorded in Deed Book X, Page 753, of the Public Records of Brevard County, Florida, and being a part of Section 28, Township 28 South, Range 38 East.



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

August 15, 2018

MEMORANDUM

TO: Mary Ellen Donner, Parks and Recreation Director
RE: Item F.10., Acknowledge and Consent for Town of Indialantic to Allow Dogs on Leashes at Sunrise Park

The Board of County Commissioners, in regular session on August 14, 2018, acknowledged and consented for the Town of Indialantic to allow dogs on leashes at Sunrise Park.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

cc: County Attorney

PKRECS-ADMIN
AUG202018 13:42



AGENDA REPORT
August 14, 2018

Acknowledge and Consent for the Town of Indialantic to allow dogs on leashes at Sunrise Park (District 5)

SUBJECT:

Acknowledge and Consent for the Town of Indialantic to allow dogs on leashes at Sunrise Park - District 5

FISCAL IMPACT:

There is not fiscal impact as a result of this action.

DEPT/OFFICE:

Parks and Recreation

REQUESTED ACTION:

Acknowledge and Consent for the Town of Indialantic to allow dogs on leashes at Sunrise Park.

SUMMARY EXPLANATION and BACKGROUND:

Sunrise Park (Watson Drive), located within the Town of Indialantic, was purchased with funds from the County Beach and Riverfront Program and the State Save Our Coast Program. In 1987, the State received title to the property and entered into a lease agreement with the County to develop, operate, and maintain the park with term ending June 12, 2037. The State approved the County subleasing the property to the Town to develop, operate, and maintain as a park.

The County and Town entered into a Lease Agreement with an ending term of June 1, 2037, the Agreement was amended on April 28, 2009 to extend the term to June 1, 2057 and amended on February 22, 2011 for approval of an Outfall Improvement Project. The Town has developed, operated and maintained the park at no expense to the County and the Town has successfully received grants to supplement their financial efforts.

Brevard County Ordinance Chapter 78 Section 78-116. prohibits dogs in County Parks unless it is a service animal or it is an area designated for such purpose.

The Town of Indialantic has advised the Parks and Recreation Department that the Town Council is considering allowing dogs in Sunrise Park provided that the dogs are on a leash and is seeking the County's consent to this designation. The Town would post proper signs and install and maintain dog waste stations. The Town is not requesting that Sunrise Park become a dog park.

The Town of Indialantic requests that the Board of County Commissioners acknowledge and consent to dogs being permitted in Sunrise Park.

ATTACHMENTS:

- | | Description |
|---|------------------------------------|
| ▢ | Sunrise Park Agreement 2002 |
| ▢ | Sunrise Park Amendment 1 |
| ▢ | Sunrise Park Amendment 2 |

REVIEWERS:

Department	Reviewer
Parks and Recreation	renninger, melissa
ACM Community Services	Liesenfelt, Jim
County Manager	Abbate, Frank

SECOND AMENDMENT TO AGREEMENT

THIS AGREEMENT made and entered into this 22 day of February, 2011, by and between the Town of Indialantic, a municipal corporation chartered under the laws of the State of Florida, and Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, the parties hereto have previously entered into an Agreement on December 3, 2002, and amended on April 28, 2009, for the use, development, maintenance, and operation of Sunrise Park (Watson Drive Save Our Coast Site E); and

WHEREAS, the Brevard County Natural Resources Management Office and the Brevard County Public Works Department Engineering Division are undertaking an Outfall Improvement Project as permitted by the Florida Department of Environmental Protection Environmental Resource Permit No. ERP-050298478001, hereinafter referred to as "Project"; and

WHEREAS, it is agreed the Town of Indialantic is not responsible for any costs associated with the construction and maintenance of the Project.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree and amend said Agreement, as follows:

- 1. Section 5. Repairs and Maintenance. shall include the following language:

The TOWN is not responsible for any costs associated with the construction and maintenance of an Outfall Improvement Project as permitted under Florida Department of Environmental Protection Environmental Resource Permit No. ERP-050298478001. All costs associated with such Project will be incurred by the COUNTY.

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

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

ATTEST:

Mitch Needelman, Clerk

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

Robin L. Fisher Chairman Brevard County Commission

Reviewed for legal form and content:

Assistant County Attorney

As approved by the Board on 2-22-11

ATTEST:

Signature

Typed Name

TOWN OF INDIALANTIC, FLORIDA

Christopher W. Chifault, Town Manager

Date

AGREEMENT TO EXTEND EXISTING AGREEMENT

THIS AGREEMENT made and entered into this 28 day of April, 2009 by and between the Town of Indialantic, a municipal corporation chartered under the laws of the State of Florida, and Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, the parties hereto have previously entered into Lease Agreement on December 3, 2002, for the use, development, maintenance, and operation of Sunrise Park (Watson Drive); and

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

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

1. That the previous Lease Agreement between the parties is hereby extended in its term for an additional twenty years until June 1, 2057, under the same terms and conditions otherwise expressed therein.
2. That all terms and conditions of the Lease Agreement, which is incorporated herein by this reference, not inconsistent with the provisions of this Agreement, shall remain in full force and effect.


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

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

ATTEST:

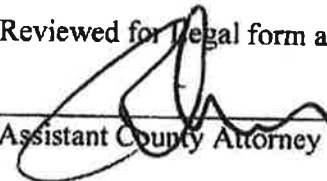


Scott Ellis - Clerk of Courts



Chuck Nelson - Chairman

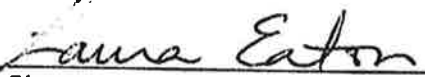
Reviewed for legal form and content:



Assistant County Attorney


As approved by the board on 4/28/09

ATTEST:



Signature

Laura Eaton
Typed Name

TOWN OF INDIALANTIC


Christopher W. Chinault, Town Manager

Date: 5-11-09

SUNRISE PARK



BREVARD COUNTY PARKS AND RECREATION

2008 Aerial



March 2009

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

AGREEMENT

THIS AGREEMENT, entered into this 3 day of December, 2002, by and between the BOARD OF COUNTY COMMISSIONERS, BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and The TOWN OF INDIALANTIC, a Florida Municipal Corporation, hereinafter referred to as "TOWN".

WITNESSETH:

WHEREAS, the COUNTY is the lessee of lands, commonly referred to as the Watson Drive Save Our Coast Site E, hereinafter referred to as PARK, that were purchased by the COUNTY and the STATE OF FLORIDA, hereinafter referred to as STATE, under the Brevard County Beach and Riverfront Program and the State Save Our Coast Program.

WHEREAS, the STATE maintains title to the PARK and transfers operation, development, and maintenance responsibility of the PARK to the COUNTY through Save Our Coast Lease 3485-01.

WHEREAS, the TOWN desires to manage and maintain the PARK.

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

1. **Term.** The term of this Agreement shall be such that it terminates on June 1, 2037.
2. **Use of Property.** The COUNTY hereby agrees to sub-lease to the TOWN the PARK as described in the STATE approved Management Plan, hereby attached as Exhibit A, and subject to the following terms and conditions.
 - a. Use of the PARK shall be in accordance with all applicable laws, rules, and regulations, statutes, ordinances, orders and requirements of local, state and federal governmental bodies.
 - b. The TOWN shall be responsible for construction, operation and daily maintenance of the PARK for the purpose of conducting recreational activities at TOWN'S sole expense. All improvements or alterations to the PARK shall be subject to review and approval by COUNTY as described in Section 3. Improvements below. The TOWN will provide and administer adequate personnel to supervise all activities sponsored or sanctioned by the TOWN, which take place at the PARK.

c. The TOWN will retain title to all personal property purchased by the TOWN and placed at the PARK, unless otherwise agreed to by the parties. The TOWN will obtain the approval of the Parks and Recreation Department Director, or designee, prior to placing any personal property or equipment at the PARK.

d. The TOWN shall not make any unlawful, immoral, improper or offensive use of the PARK nor allow said PARK to be utilized for any purpose other than that herein set forth. Failure of the TOWN to comply with this provision shall be considered a material breach of the Agreement and subject same to termination by the COUNTY, whereupon the COUNTY shall be entitled to reenter and retake possession of the PARK and terminate the Agreement. The TOWN shall have thirty (30) days from receipt of a Notice of Violation from the COUNTY to correct any deficiencies.

e. The TOWN shall pay the COUNTY a sum of \$1 for the use of the PARK.

f. Recreational activities shall be open to public participation. If during the term of the Agreement, the TOWN charges fees for recreational uses, services, and/or parking, COUNTY residents shall be charged the same as TOWN residents.

g. Neither this provision nor any provision in this Agreement shall be interpreted to mean that the TOWN is responsible for shoreline erosion, avulsion, or similar circumstances.

3. Improvements. The plans, specifications, and location for all improvements, structures, landscaping, and facilities proposed to be made by the TOWN to the PARK shall be submitted to and approved by the Parks and Recreation Department Director, or designee, prior to the construction or installation of such improvement, structure, landscaping, or facility.

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

4. Compliance with Statutes. Approval of plans, specifications, and location of improvements, structures, landscaping and facilities shall not be unreasonably delayed or withheld by the COUNTY. If denial is not given in writing within thirty (30) days of receipt of a TOWN request for approval, the submittal shall be deemed approved. If a submittal is

denied, specific comments shall be presented with the denial explaining what would make the submittal approvable.

5. **Repairs and Maintenance.** It is hereby agreed and understood that the cost of maintaining and repairing the PARK and facilities as set out in this Agreement shall be responsibility of the TOWN. Neither this provision nor any provision in this Agreement shall be interpreted to mean that the Town is responsible for shoreline erosion, avulsion, or similar circumstances.

6. **Indemnification.** Except as otherwise provided below, the TOWN shall save the COUNTY harmless against claims to the extent that they arise from the TOWN'S negligent acts or omissions or acts or omissions of intentional misconduct.

Each party, pursuant to Section 768.28, Florida Statutes, agrees to be fully responsible to the other party under this Agreement to the extent of its negligent acts or omissions, acts or omissions of intentional misconduct, or tortious acts which result in claims or suits against said other party to this Agreement, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity, if applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract. This provision shall not be construed to have any intended or expressed third party beneficiary.

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

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

9. **Termination.** This Agreement may be terminated for cause upon ninety (90) days written notice to the other party. However, the offending party shall be afforded ninety (90) days to cure any material breach prior to any termination being implemented. Upon termination of this Agreement, the TOWN shall have sixty (60) days within which to remove any personal property. Any property not removed within said sixty (60) day period shall become the property of the COUNTY.

10. Notice. Notice under this Agreement shall be given to the COUNTY by mailing written notice, postage prepaid, to the Parks and Recreation Department Director, 2725 Judge Fran Jamieson Way, Building B, Viera, Florida 32940; and notice shall be given to the TOWN by mailing written notice, postage prepaid to TOWN of Indialantic, 216 Fifth Avenue, Indialantic, Florida, 32903.

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

12. Audit of Books. In the performance of this Agreement, the TOWN shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records, and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the TOWN for a period of three years after termination of this agreement. All records, books, and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

13. Copyright. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by TOWN in the United States or any other country.

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

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

16. Modifications. No modification of this agreement shall be binding on COUNTY or the TOWN unless reduced to writing and signed by a duly authorized representative of COUNTY and the TOWN.

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

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

19. **Severability.** If any provision of this 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.

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

ATTEST:



Scott Ellis, Clerk

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

By: 

Jackie Colon, Chairperson


As approved by the Board on 12/03/02.

ATTEST:



TOWN CLERK

TOWN OF INDIALANTIC

By: 

Daniel S. Trott TOWN MAYOR

As approved by the Council on 12/17/02.

STATE OF FLORIDA
COUNTY OF BREVARD

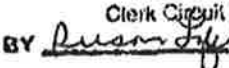
This is to certify that the foregoing is a true and current copy of Agreement
witness my hand
and official seal on this 5th day of
December 2002
SCOTT ELLIS
Clerk Circuit Court
BY  D.G.



EXHIBIT A
Department of
Environmental Protection

Lawton Chiles
Governor

Virginia B. Wetherell
Secretary

March 12, 1998

Mr. Terry Stoms
Brevard County
Parks and Recreation Department
2725 Judge Fran Jamieson Way
Viera, FL 32940

Subject: Lease Number 3485

**Pardise Beach North (Site C)
Cunningham Site (Site D)
Watson Drive Site (Site E)**

Dear Mr. Stoms:

On March 12, 1998, the Office of Environmental Services, acting as agent for the Board of Trustees of the Internal Improvement Trust Fund, approved the subject management plans pursuant to Section 253.034, Florida statutes, and Chapter 18-2, Florida Administrative Code. The five year update will be due in March, 2003.

Approval of these land management plans does not waive the authority or jurisdiction of any governmental entity that may have an interest in this project. Implementation of any upland activities proposed by these management plans may require a permit or other authorization from federal and state agencies having regulatory jurisdiction over those particular activities. Upon issuance, please forward copies of all permits to this office.

Sincerely,

Delmas T. Barber
Office of Environmental Services
Division of State Lands

REC ADM

MAR 98 4 13

BREVARD County
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST



Parks and Recreation Department
2725 Judge Fran Jamieson Way, Viera, Florida 32940

Telephone: (407) 633-2046
Fax: (407) 633-2198

March 4, 1998

Ms. Gloria Nelson
Bureau of Land Management Services
Division of State Lands
3900 Commonwealth Boulevard
Tallahassee, FL 32399-3000

SUBJECT: LEASE 3458 - LAND MANAGEMENT PLAN UPDATES: PARADISE BEACH NORTH (SITE C),
CUNNINGHAM SITE (SITE D) & WATSON DRIVE (SITE E)

Dear Gloria,

Our records indicate Management Plan Updates are due for the above listed sites. Please consider the following as the information for the required updates:

PARADISE BEACH NORTH (SITE C)

Since the approval of the plan there has been no development at this site and there are currently no plans for development. The County has placed signs on the site that state that pedestrians and vehicles are not allowed on the dunes. The disturbed areas on the site as well as the dune breaks are being recolonized by pioneer beach vegetation.

CUNNINGHAM SITE (SITE D)

Since the approval of the plan there has been no development at this site and there are currently no plans for development of this site. This property was selected as a site for the County's Pepper Buster Program and the existing Brazilian Pepper trees have been removed. A sea turtle information sign has been installed at the dune crossover.

WATSON DRIVE SITE (SITE E)

Since the approval of the plan there has been no development at this site and there are currently no plans for development.

Sincerely,


Terry Stoms
Planner I

cc: Marsha Cantrell, Parks Support Services Director



FLORIDA DEPARTMENT OF NATURAL RESOURCES

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399

Lawton Chiles
Governor
Jim Smith
Secretary of State
Bob Butterworth
Attorney General
Gerald Lewis
State Comptroller
Tom Gallagher
State Treasurer
Bob Crawford
Commissioner of Agriculture
Betty Castor
Commissioner of Education

April 8, 1993

Marsha Cantrell, Director
Parks Support Services Division
Parks and Recreation Department
2725 St. Johns Street
Building D, Suite 244
Melbourne, Florida 32940

Dear Ms. Cantrell:

Paradise Beach North (Site C), Cunningham Property
(Site D), and Watson Drive (Site E), Lease No. 3485,
Brevard County

The five-year land management plans for the referenced properties were approved by the Director, Division of State Lands, on behalf of the Board of Trustees of the Internal Improvement Trust Fund, on March 25, 1993. Attached is a copy of each Certificate of Approval for your records. In accordance with Section 253.034, Florida Statutes, and Chapters 18-2 and 18-4, Florida Administrative Code (F.A.C.), the five-year land management plan updates will be due in March 1998.

Approval of the land management plans in no way waives the authority and/or jurisdiction of any governmental entity that may have an interest in these projects. Implementation of the upland activities proposed in the management plans may require permits and/or authorization from regulatory federal and state agencies with jurisdiction over those particular activities. Approval for the activities proposed in the management plans affecting the use of state-owned submerged lands must be requested and authorized by the Board of Trustees under Chapters 18-20 and 18-21, F.A.C., if the property is located within an aquatic preserve. Such a request is made through the filing of a joint application with the Department of Environmental Regulation, United State Army Corps of Engineers and the Department of Natural Resources, Division of State Lands, Bureau of Submerged Lands and Preserves. Please forward a copy of all permits for our lease file upon issuance.

Upon reviewing the land management plan for Watson Drive (Site E), I noticed that Pages 2 and 13 were missing. Please forward a copy

Marsha Cantrell
April 8, 1993
Page Two

of each page for insertion in our copy of the plan. A copy of comments received from the Office of Protected Species is provided for your use in site management and for consideration in the five-year plan updates.

Thank you for your continued cooperation in completing the plans. I apologize for the delay in reviewing and approving the plans. Should you have any questions, please call me at (904) 488-2291 or Suncom 278-2291.

Sincerely,

Tracy Peters

Tracy Peters, Planner
Bureau of Land Management Services
Division of State Lands
Mail Station 130

/tp
Attachments

ACTION TAKEN: Approve the land management plan submitted by the Brevard County, Parks and Recreation Department for Watson Drive (Site E) consisting of 2.82 acres, more or less, of Board of Trustees land located in Brevard County and acquired under the Save Our Coast acquisition program.

APPLICANT: Brevard County Parks and Recreation Department

COUNTY/LOCATION: A 2.82 acre parcel within the jurisdiction of Brevard County, Section 31, Township 27 South, Range 38 East.

CONSIDERATION: None.

STAFF REMARKS: The land management plan submitted by the Brevard County, Parks and Recreation Department satisfies the requirements of 18-4.007, F.A.C. Review of the land management plan by the Land Management Advisory Council is only required of plans which exceed 160 acres in size.

A local government comprehensive plan has been adopted for this project area pursuant to Section 163.3167, F.S., however, the Department of Community Affairs determined that the plan was not in compliance. In accordance with the Compliance Agreement between the DCA and Brevard County, an amendment has been adopted which brought the plan into compliance. The proposed land management plan is consistent with the adopted plan as indicated in the letter of February 10, 1992, from the Brevard County, Comprehensive Planning Division (Page 18 of plan).

Please use additional pages if additional space is required for explanations.

REVIEW ROUTING

1. Originator
2. Bureau Chief
3. Deputy Director
4. Division Director

APPROVED BY: (Signature) / Date

TR DePryia [Signature] / 3/22/93

[Signature] / 3/25/93

Pm / 3/25

LAND MANAGEMENT PLAN APPROVAL


AGENCY: Brevard County, Parks and Recreation Department

NAME OF PROPERTY: Watson Drive (Site E)

COUNTY: Brevard

LEASE NO.: 3485

The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida hereby accepts and approves this management plan on the 25 day of March, 1993.



Director, Division of State Lands
Department of Natural Resources

**SAVE OUR COAST
LAND MANAGEMENT PLAN
WATSON DRIVE (SITE E)
BREVARD COUNTY, FLORIDA
SEPTEMBER 1992**

Prepared By: .

**Brevard County Parks and
Recreation Department**

TABLE OF CONTENTS

	Page
I. Introduction and General Information	1
A. Common Name of Property	1
B. Site History.	1
C. General Location.	3
D. Projection Boundaries & Existing Man-made Structures.	3
E. Legal Description	3
F. Length of Waterfront.	4
G. Access Points	4
H. Development Constraints	4
I. Geographic Significance	4
J. Title Interest.	6
K. Land Acquisition Program.	6
L. Proposed Use.	6
M. Location in Regards to Aquatic Preserve	7
II. Management Authorities and Constraints	7
A. State	7
B. Legislative	7
III. Resource Base.	7
A. Natural Resources	7
1. Topography	7
2. Soil Types	8
3. Water Resources	8
4. Agricultural/Timber and Mineral Resources.	8
5. Unique Natural Features.	8
6. Plant Communities.	8
7. Fish and Wildlife.	9
8. Designated Species	9
9. Florida Natural Areas Inventory	11
10. Beaches and Dunes.	11
11. Outstanding Native Landscape	11
B. Cultural Resources	11
1. Identified Features.	11
a. Historical.	11
b. Archaeological.	11
2. Proposed Actions	12
IV. Recreational Activities.	12
A. Existing Facilities and Proposed Fees.	12
B. Alternative Activities	12
V. Resource Assessment.	12
A. Carrying Capacities	12
B. Surplus Property Assessment	13
VI. Conformance with State and Local Plans	13
A. State Plans	13
B. Local Plans	13

VII. Management Responsibilities, Needs and Problems, Objectives, Policies and Procedures.	13
A. Responsibilities.	13
B. Needs and Problems.	14
1. Unauthorized On-Site Uses.	14
2. Privately Owned Parcels.	14
3. Adjacent Land Uses	14
4. Existing or Potential Threats.	14
C. Objectives, Policies and Procedures	14
1. Visitor Service and Public Access.	14
2. Resource Restoration and Preservation.	14
a. Unique or Sensitive Resource Areas.	15
b. Special Uses Area	15
c. Fish and Wildlife	15
d. Vegetation.	15
e. Water Resources	15
3. Site and Visitor Protection.	15
a. Fencing or Barricades	15
b. On-Site Resident of Park Staff.	16
c. Staff or Local Law Enforcement Patrols.	16
4. Maintenance Responsibility	16
a. Primary Agency.	16
VIII. Public Involvement.	16

TABLE OF FIGURES

	PAGE
Figure 1 - Locator Map	2
Figure 2 - Boundary Map.	5
Figure 3 - Beach Profile	10

TABLE OF APPENDICES

- Appendix A - Lease and Sub-Lease
Cancellation of Lease and Assignment of Sublease**
- Appendix B - Section 253.034 Florida Statutes**
- Appendix C - Section 18-36 Brevard County Code**
- Appendix D - Section 18-39 Brevard County Code**
- Appendix E - Florida Administrative Rule 18-4**
- Appendix F - Brevard County Resolution-September 6, 1984**
- Appendix G - Brevard County Resolution-June 25, 1985**
- Appendix H - Vegetation List**
- Appendix I - Florida Natural Areas Inventory**
- Appendix J - Cultural Resource Information and Management
Procedures for Archaeological and Historical
Sites and Properties on State Owned or
Controlled Lands**

WATSON DRIVE (SITE E)

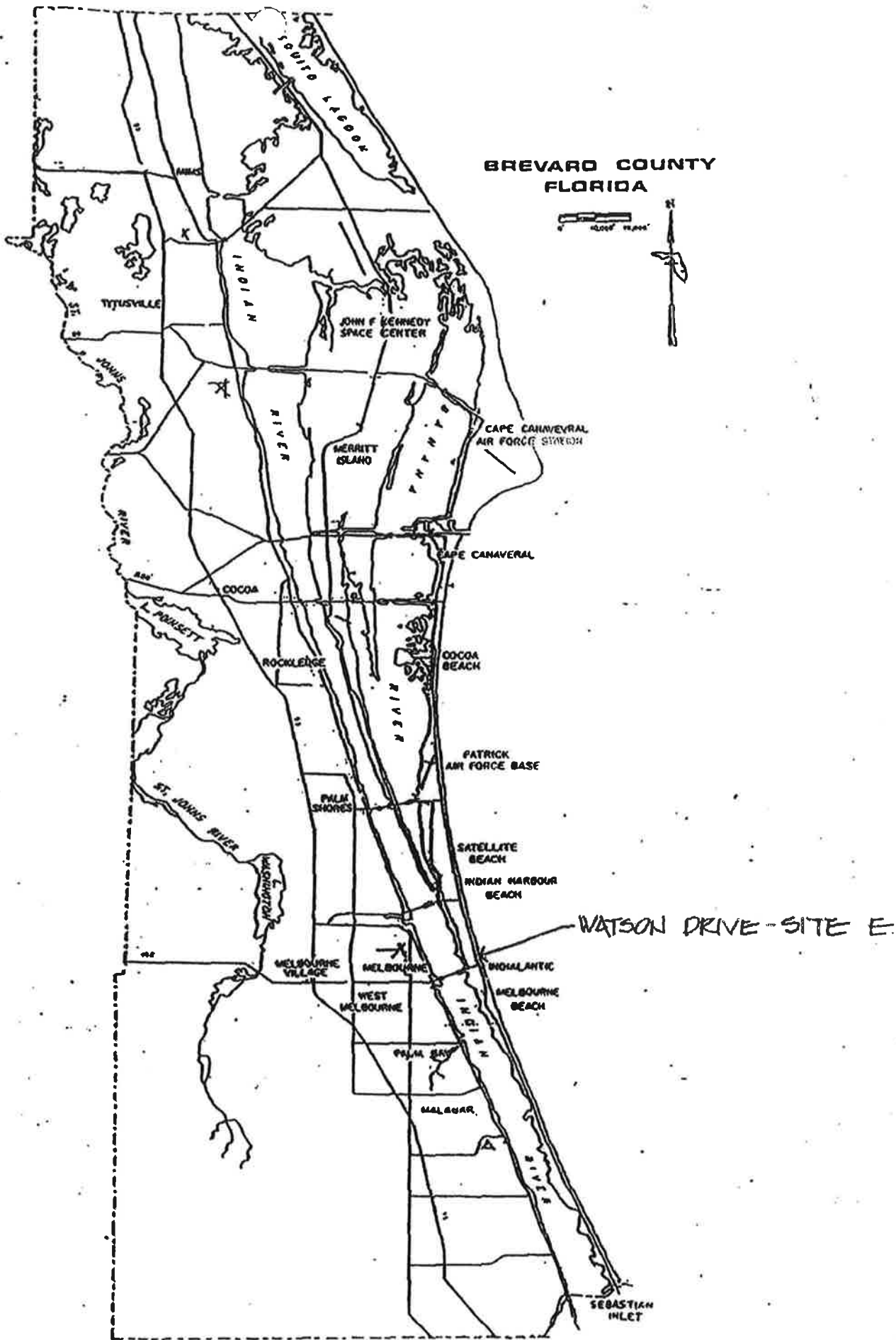
MANAGEMENT PLAN

I. INTRODUCTION AND GENERAL INFORMATION

The South Brevard area is the fifth fastest growing region of the State of Florida. Not only is it a popular place to settle, but it is also a favorite spot for tourists. Brevard County recognized this growth trend and the subsequent need for more beach access. So, in November of 1984, the voters approved a 1/2 mil increase in ad valorem taxes to finance a \$30 million bond issue, the proceeds of which were to be used to purchase both beach and riverfront property. The acquisition of Site E was made possible through the use of these funds in combination with funds from the State's Save Our Coast (SOC) Program. This acquisition helps to meet the increased demand for beach access.

The Watson Drive Property (Site E) is an irregularly shape site of approximately 1.95 acres east of the old DNR Coastal Construction Control Line and .87 acres west of the line. It has 262 feet of frontage on the Atlantic Ocean, 156 feet of frontage along State Road A1A, a depth of 405 feet on the north border and a depth of 422 feet on the south border. Watson Drive, a city owned and maintained road, borders the property on the south side. (See Figure 1). Currently the site is not being used, although Watson Drive does have limited parking and a dune crossover.

- A. Common Name of the Property - The property is referred to as the "Watson Drive Site".
- B. Site History - This site has never been developed but portions of the site have been cleared which has allowed non-native plant



species, such as Brazilian Pepper Trees, to invade. The County has removed many large Australian Pine Trees that had died in recent freezes.

C. **General Location** - This beachfront site is located 1580 feet north of the terminus of the Melbourne Causeway (SR 500) and 3.1 miles south of the Eau Gallie Causeway (SR 518). It is bordered on the south by a 40' wide city road, on the north by an undeveloped private lot, on the west by A-1-A and on the east by the Atlantic Ocean.

D. **Project Boundaries and Existing Manmade Structures** - The project boundaries are delineated on the "Boundary Survey" (Figure 2).

E. **Legal Description** - The legal description of the property is as follows:

A tract of land being in lots 1, 2, and 3 of block #1 of the re-subdivision of Melbourne Beach (Maggie Johnson Plat) located in government lots 1 and 2 in section 31, township 27, South range 38 east as recorded in plat book 9, page 10, of the public records of Brevard County, Florida, being also described as follows: commence at the Southwest corner of said lot 1, block 1; thence North 89 49'18" E along the south line of said lot 1, a distance of 10.33 feet, to a point on a curve on the easterly right-of-way of A-1-A (State Road 140, 80 R/W per D.O.T. R/W map project #5221) and the point of beginning, said point bears N 72 32'36" E from said curve; thence northwesterly along the arc of said curve concave to the east having a radius of 5689.65 feet, through a central angle of 01 34'40", for an arc distance of 156.68 feet, to a point of intersection with the north line of said lot 3; thence N 75 16'52" E along said north line and its extension, a distance of 405.70 feet more or less to the mean high water line of the Atlantic Ocean; thence south 16 31'58" E along said mean high water line, a distance of 124.43 feet; thence south 16 15'53" E along said mean high water line, a distance of 125.05 feet; thence south 17 46'46" E, along mean high water line, a distance of 13.15 feet, to the intersection with the extension of the south line of said lot 1; thence south 89 49'18" W, along said extension and south line a distance of 421.90 feet more or less to the point of beginning.

The Watson Drive Site (Site E) contains a total of 2.82 acres all of which is east of the Department of Natural Resources Coastal Construction Control Line (CCCL).

F. Length of Waterfront - This site has 262 feet of frontage along the Atlantic Ocean. This frontage consists entirely of a sandy beach.

G. Access Points - This site possesses 156.68 feet of frontage along A-1-A. The Melbourne Causeway intersects with A-1-A approximately .3 miles south of the site. There is also a city owned street end with limited parking and a dune crossover adjoining the site on the south.

H. Development Constraints - All of the property lies east of the new CCCL so any future construction will need a permit from the Florida Department of Natural Resources, Division of Beaches and Shores, Bureau of Coastal Engineering and Regulation. There is approximately 1 acre of land that lies east of the Brevard County Coastal Construction Control Line. Any structures east of this line must be of a pervious nature such as dune crossovers. The property lies within both the unincorporated limits of Brevard County and the town limits of Indialantic. This will necessitate that any future development meet all codes and standards of both the County and the Town of Indialantic. There is no development currently planned for this site.

I. Geographic Significance - This site is located just a short distance from Nance Park and the existing Indialantic Boardwalk. Since both of these sites are located at the terminus of the

PENINSULA ENGINEERING & TESTING CONSULTING ENGINEERS
4025 W. NEW HAVEN AVE. MELBOURNE, FLA.



Boundary Survey of [Project Name] in [County Name], Florida, for [Purpose]

Board of Trustees of the [Institution]

As shown on the [Reference Map]

Survey for [Project Name]

Survey No. [Number]

Map No. [Number]

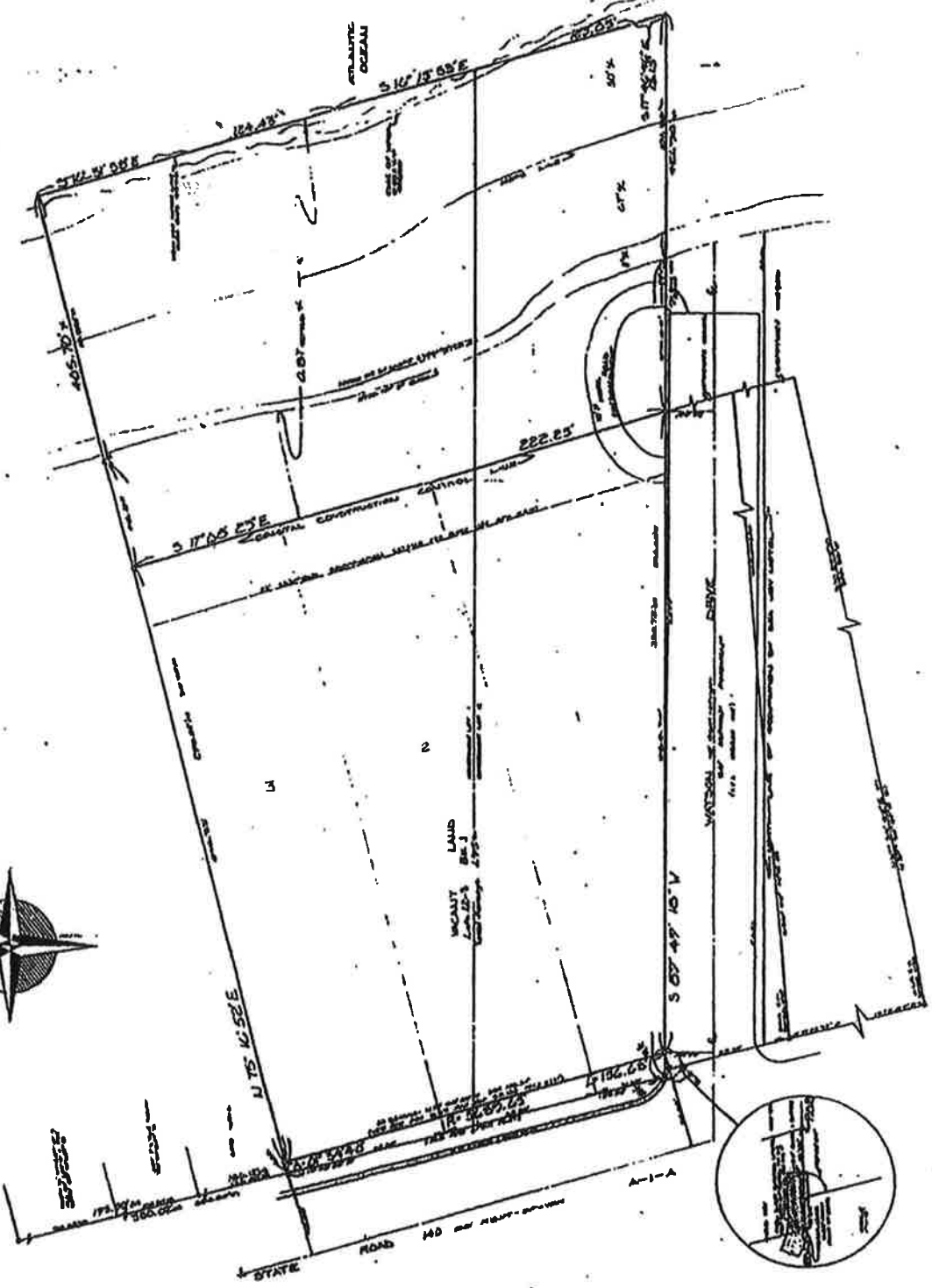
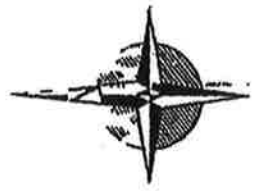
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North Arrow

Legend

Notes

BOUNDARY SURVEY



5

Melbourne Causeway, they are quite heavily used thus exceeding the carrying capacity of the area. The acquisition of this site should relieve some of this overcrowding by providing another destination point for tourists and residents of the community.

J. **Title Interest** - The title to this property is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. In July of 1988 the site was leased to Brevard County for management as a recreational facilities concurrent with the period for which the site has been leased to the Florida Department of Natural Resources. On December 5, 1989 the Department of Natural Resources, Division of Recreation and Parks assigned its rights and responsibilities as sublessor under the above agreement to the Florida Board of Trustees of the Internal Improvement Trust Fund. With DNR no longer a party to the agreement, the sublease becomes a direct lease between the Board of Trustees and the County. (See Appendix A "Lease and Sublease" and "Cancellation of Lease and Assignment of Sublease").

K. **Land Acquisition Program** - This site was acquired jointly by Brevard County and the State of Florida. Brevard County provided 50% of the acquisition cost from funds available from the Beach and Riverfront Acquisition Program (a County land acquisition program). The State of Florida provided 50% of the acquisition cost under the Save Our Coast Program, administered by the Florida Department of Natural Resources, Division of Recreation and Parks.

L. **Proposed Use** - This site is a single use facility as defined in Section 18-4.003(15), Florida Administrative Code (see Appendix E). It is being managed to provide for such activities as swimming, fishing, sunbathing and beachcombing. This site will

also be managed to preserve the beach and shoreline and native vegetation.

M. **Location Within or Near Aquatic Preserve or Area of Critical State Concern** - This site is not located within or near an Aquatic Preserve or an Area of Critical State Concern.

II. MANAGEMENT AUTHORITIES AND CONSTRAINTS

A. State and Local Authorities -

Section 253.034, Florida Statutes (See Appendix B)

Section 18-36 Brevard County Code (See Appendix C)

Section 18-39 Brevard County Code (See Appendix D)

B. Legislative and Executive Constraints -

Florida Administrative Rule 18-4 (See Appendix E)

Brevard County Resolution - Sept. 6, 1984 (See Appendix F)

Brevard County Resolution - June 25, 1985 (See Appendix G)

III. RESOURCE BASE

A. Natural Resources -

1. **Topography** - The Department of Natural Resources, Division of Beaches and Shores has historically monitored the beach profile on this site (Reference Monument 70-80, A38). Based on existing data from historical topographic surveys, the average elevation of this site is 12 feet NGVD, with a dune height of approximately 14 feet NGVD. The sandy beach, beginning at the toe of the dune, is approximately 9 feet NGVD extending approximately 110 feet to the mean high water line.

2. **Soil Types** - The U.S. Soil Conservation Service (SCS, Nov. 1974) identifies two major soil types on this site. The upland portion west of the dune is classified as Galveston-Urban land complex (GA) and the area east of the dunes is

Coastal Beaches (CK). The Coastal Beaches is characterized as a narrow strip of gently sloping sand along the Atlantic Ocean which is frequently covered with salt water. The Galveston-Urban Complex is comprised of well-drained sandy soils formed by sandy marine sediments which have been reworked by wind and wave action. (see Figure 3).

3. **Water Resources** - The Atlantic Ocean is the only water body adjoining the property. It has been designated as Class III waters by the Florida Department of Environmental Regulation (DER). This Class III designation is intended to provide protection to the water body so that it may be safely used for fishing and swimming.

4. **Agricultural/Timber and Mineral Resources** - There are no agricultural or timber uses for this property. The only mineral resource available is sand. The mineral rights for this site were conveyed to the State with the title.

5. **Unique Natural Features** - This site does not possess any unique natural features.

6. **Plant Communities** - The native plant community on this site has been disturbed in the past by vehicular and pedestrian encroachment. As a result it has been invaded by exotics such as Brazilian Pepper and Australian Pine Trees. Several recent freezes have killed the Australian Pine Trees and the County has since had them removed.

The dune area is dominated by saw palmettos, Sea Grape and Sea Oats, while the rest of the site is a mixture of natives and Brazilian Pepper Trees. (see Appendix ^H for Complex Vegetation List).

7. **Fish and Wildlife and Their Habitat** - The vegetation on this site has been significantly altered and, as such, does not provide good habitat for wildlife. This site does serve several wildlife species which can tolerate man's intrusion. This habitat area supports gulls, terns, and other shorebirds, as well as small mammals (i.e., field mice and raccoons). In addition, it has been used as a nesting ground by marine turtles.

8. **Designated Species** - The only federally and/or state listed endangered or threatened species which have been sighted in the general area and which may be expected to utilize this site are as follows:

Scientific Name	Common Name	USFWS	FGFWFC
<u>Chelonia mydas</u>	Green Turtle	E	E
<u>Caretta caretta</u>	Loggerhead Turtle	T	T
<u>Dermochelys coriacea</u>	Atlantic Leatherback	E	E
<u>Eretmochelys imbricate</u>	Hawksbill Turtle	E	E
<u>Lepidochelys kempi</u>	Kemps Ridley Sea Turtle	E	E
<u>Sterna antillarum</u>	Least Tern	-	T

USFWS - United States Fish and Wildlife Service

FGFWFC - Florida Game and Freshwater Fish Commission

E - Endangered

T - Threatened

74

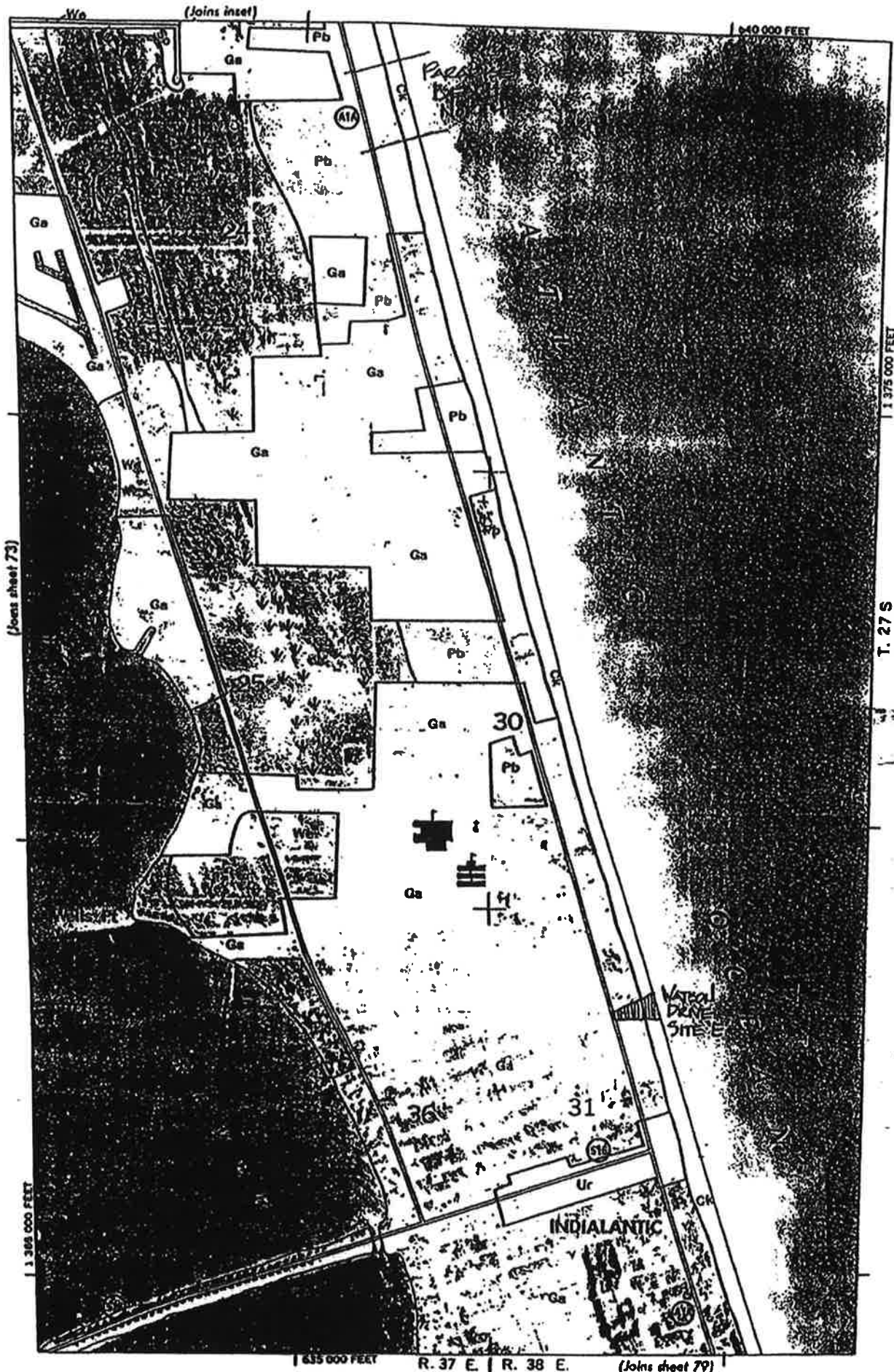
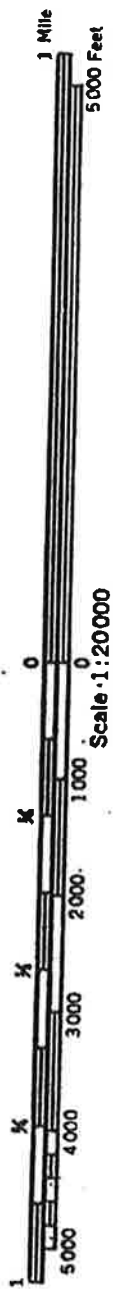


FIGURE 3

9. **Florida Natural Areas Inventory** - The only faunal species which the Florida Natural Areas Inventory indicated for Site E were the marine turtle species - Chelonia mydas and Caretta caretta (see Appendix I). The only floral species which might occur in the vicinity was Glandularia maritima, however, none were observed during a field investigation which was conducted prior to site development.

10. **Beaches and Dunes** - This site contains sandy beaches and dunes. This beach-dune system has been affected by erosion in the past, due mainly to its location in a highly developed oceanfront area. Fencing was placed adjacent to the parking areas to funnel pedestrian traffic to the dune crossover and to prevent pedestrians from crossing the dune area. Also, barricades were placed along the northern edge of Watson Drive to prevent vehicular encroachment onto the property.

11. **Outstanding Native Landscapes** - The majority of this site has been altered and does not contain any outstanding native landscapes.

B. Cultural Resources -

1. Identified Features -

a. **Historical** - There are no recorded historical areas, features or structures on this site (see Appendix J).

b. **Archaeological** - There are no known archaeological sites on this property.

2. Proposed Actions to Discover Unknown or Unlocated Resources - The Florida Department of State's Division of

Historical Resources has stated that "it is the opinion of this office that there is a low probability of significant, unrecorded sites being located in these tracts". Based on this statement, no archaeological surveys will be conducted on this site.

IV. RECREATIONAL ACTIVITIES

A. Existing Facilities and Proposed Uses - There are currently no existing facilities on the site and there are no plans to develop the property. The proposed use of the site is for resource based recreational activities associated with the beach and ocean such as swimming, sunbathing, fishing and beachcombing. The site will also be used for the preservation of the native flora and fauna and the protection of the dune system.

B. Alternative Activities - No alternative activities have been considered for this site.

V. RESOURCE ASSESSMENT

A. Carrying Capacities - The estimated carrying capacities of the facilities of this park are as follows:

<u>Resource Activity</u>	<u>Facility</u>	<u>Guidelines</u>	<u>Supply</u>	<u>Carrying Capacity</u>
Beach Activity	Sandy Beach	100 sq. ft. per user per day *	25,000 sq. ft.	250 persons
Swimming	Shoreline	2.5 linear ft. per user per day *	250 linear feet	100 persons

Source: * Outdoor Recreation in Florida - 1989; pg. 95.
Outdoor Recreation Resource and Facility Guidelines,
 DNR.

B. **Assessment of Property for Surplus Status** - All of the property will be utilized for public recreational use or managed for beach and shoreline preservation. None of this site should be declared as surplus or excess land.

VI. CONFORMANCE WITH STATE AND LOCAL PLANS

A. **State Plans** - The proposed outdoor recreational uses of the site comply with the State Lands Management Plan. The recreational uses proposed in the management plan represent a "balanced public utilization" of the site's resources.

B. **Local Plans** - The Brevard County Comprehensive Planning Department has determined that the proposed use of the Watson is consistent with the County's adopted Comprehensive Plan.

VII. MANAGEMENT RESPONSIBILITIES, NEEDS AND PROBLEMS, OBJECTIVES, POLICIES AND PROCEDURES

A. **Responsibilities** - The State of Florida Department of Natural Resources, Division of Recreation and Parks leased the site to the Brevard County Board of County Commissioners. The lease made the County the lead agency in managing the site. (See Appendix A) The Brevard County Parks and Recreation Department will be responsible for the management of the site and will work in conjunction with the other County and State Agencies to insure the management of the site is accomplished with a minimum impact to the existing natural environment. All of the management activities will conform to the guidelines as set forth in Appendix J. In addition, Brevard County shall not substantially deviate from the approved management plan unless first receiving prior written approval to do so from the

Department of Natural Resources.

B. Needs and Problems -

1. **Unauthorized On-Site Uses -** Motorists are currently using part of the site near the dune line as a turn-around. This area has been used for many years so there is no existing vegetation left. Brevard County will install a fence along the north property line to prevent any further damage and to allow the area to revegetate.
2. **Privately Owned Parcels -** There are no privately owned parcels within or adjacent to the site that should be acquired.
3. **Adjacent Land Uses -** The land uses on the adjacent parcels do not conflict with the planned use of this site.
4. **Existing or Potential Threats -** There are no known existing or potential threats to this property's operation as a recreational area.

C. Objectives, Policies and Procedures -

1. **Visitor Services and Public Accesses -** The primary use of this park is for public beach access. Parking facilities are provided at the adjacent street end as support for this public beach access. Watson Drive (Site E) will be open from dawn until dusk each day.
2. **Resource Restoration, Preservation and Management -**
 - a. **Unique and Sensitive Resource Areas -** The only sensitive resource area on this site is the beach/dune system. The single line of dunes could be seriously

impacted by beachgoers if a dune crossover and dune fence were not established. Both of these dune protection devices are present on Watson Drive.

b. **Special Use Areas** - There are no special use areas within this site.

c. **Fish and Wildlife** - Areas within this site have been substantially impacted by human intrusion leaving only a few scattered areas suitable for wildlife. The wildlife in these areas might include small animals such as mice and snakes as well as common beach birds. The site is well suited for surf fishing and species caught would include Whiting, Sea Bass, Pompano and Blues. Saltwater fishing regulations will be enforced by the Brevard County Sheriff's Department.

d. **Vegetation** - Signs will be posted to inform the public of regulations which protect sea oats and sea grapes. The site will have all exotic species removed and their re-establishment prevented.

e. **Water Resources** - The only water resource associated with this site is the Atlantic Ocean. The beach will be cleaned of trash on a regular basis to prevent pollution of the adjacent waters.

3. **Site and Visitor Protection** -

a. **Fencing or Barricades** - Vehicular access to the park will be limited to Watson Drive and the existing parking areas by the use of curbs, fences and vegetation.

Fencing will also be used to direct the beachgoers to the dune crossover.

b. **On-Site Resident of Park Staff** - Due to the site's small size and its location along a major highway, there will not be any park staff residing on the site.

c. **Staff or Local Law Enforcement Patrols** - This park is currently patrolled by the Brevard County Sheriffs Department.

4. **Maintenance Responsibilities** -

a. **Primary Agency** - The Brevard County Parks and Recreation Department shall maintain the park

VIII. PUBLIC INVOLVEMENT

The Brevard County Parks and Recreation Department holds monthly meetings with Recreation Advisory Boards comprised of private citizens appointed by the Brevard County Commissioners. These Advisory Boards were established specifically to receive public input and are conducted according to Florida's Sunshine Law. The Advisory Board, or a subcommittee, is involved in the programming and design of the parks from concept through completion.

LAND MANAGEMENT PLAN EXECUTIVE SUMMARY

Lead Agency: Brevard County Parks and Recreation Department

Common Name of Property: Watson Drive Property (Site E)

Location: 1580 feet north of the terminus of the Malburne Causeway (SR500) and 3.1 miles south of the Eau Gallie Causeway (SR518). Bordered on south by a 40' wide city road, on the north by an undeveloped private lot, on the west by A1A.

Acreage: Total 2.82 acres

Acreage Breakdown:

Land Cover Classification	Acreage
<u>East upland</u>	<u>1.95</u>
<u>West upland</u>	<u>.87</u>

Sub Lease/Management Agreement No.: 3485

Use: Single X
Multiple _____

Management Agency

Responsibility

Brevard Co. Pks & Rec. maintenance/operation
Brevard Co. Sheriff's Dept. security/law enforcement

Designated Land Use: Single use facility as defined in Section 18-4.003(15) of the Florida Administrative Code

Sublease(s): See above

Encumbrances: None

Type Acquisition: 50% from Brevard County Beach and Riverfront Acquisition Program and 50% from Florida Department of Natural Resources Save Our Coast Program.

Unique Features: Natural: None

Archaeological/Historical: None

Management Needs: Beach and shoreline preservation

Acquisition Needs/Acreage: The land uses on the adjacent parcels do not conflict in any way with the planned use of this site.

Surplus Lands/Acreage: None

Public Involvement: Brevard County Beach and Riverfront meetings; Parks and Recreation South Service Sector Advisory Board; Brevard County Board of County Commissioners.

DO NOT WRITE BELOW THIS LINE (FOR DIVISION OF STATE LANDS USE ONLY)

LMAC Approval Date: _____ BTIITF Approval Date: _____

Comments: _____

APPENDIX A

LEASE AND SUB-LEASE

CANCELLATION OF LEASE AND ASSIGNMENT OF SUB-LEASE

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

LEASE AGREEMENT

Brevard County Beaches

Lease No. 1485

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida holds title to certain lands and property for use by the State of Florida for public purposes, and

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida may enter into leases for the use, benefit and possession of public lands for the benefit of the State;

NOW, THEREFORE, this agreement made between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, as LESSOR, and the DEPARTMENT OF NATURAL RESOURCES OF THE STATE OF FLORIDA, as LESSEE, to provide for the Division of Recreation and Parks to sublease the lands to local government for outdoor recreation and related purposes and to represent the State in matters requiring coordination of local management of the lands.

WITNESSETH:

The parties, for and in consideration of mutual covenants and agreements hereinafter contained, hereby covenant and agree as follows:

1. The lessor does hereby lease to the lessee the following described lands in the County of Brevard, State of Florida, together with the improvements thereon (if applicable), viz:

(Exhibit A - attached)

TO HAVE AND TO HOLD the above described lands for a period of fifty (50) years, for the purpose of subleasing to local government and representing the State in coordination of local management for public outdoor recreation and related purposes, or until termination of the sublease agreement with local government, whichever occurs first.

EXHIBIT B

2. The lessee shall have the right to enter upon said lands for all purposes necessary to the full enjoyment of the rights herein conveyed to it, and shall do all within its power to prevent the unauthorized use of said lands or any use thereof not in conformity with this lease.

3. This Lease Agreement shall terminate at the sole option of the lessor, except as provided in paragraph 4 below, and the lessee shall surrender up the premises to the lessor when and if said premises, including land and improvements, shall cease to be used for public outdoor recreation and related purposes.

4. Upon termination or expiration of the sublease agreement with local government as provided for herein, this Lease Agreement shall terminate and the lessee shall surrender up the premises to the lessor.

5. In the sublease of the property, the lessee herein shall require the sublessee to agree to investigate all claims of every nature at its own expense and to indemnify, protect, defend, hold and save harmless the State of Florida from any and all claims, actions, lawsuits and demands of any kind or nature arising out of the agreement allowing for its use of the lands, to the extent allowable by law.

6. The lessor warrants that it has the right to lease the hereinafter described lands, and property; however, this Lease Agreement does not convey fee simple title.

7. The lessor or its duly authorized agents shall have the right at any time to inspect the said land and the works and operations thereon of the subsequent sublessee in any matter pertaining to this agreement, following coordination with the lessee herein.

8. The lessee herein and its sublessee are hereby authorized to grant utility easements which will be necessary to service authorized facilities located within the leased premises. Copies of any such easements granted shall be filed timely with the lessor.

9. This agreement is for the purposes specified herein, and subleases of any nature excepting utility easements incident to authorized facilities (Provision 8), are prohibited, unless previously authorized by the lessor. It is provided, however, that the lessee is authorized to sublease the lands to an appropriate body of local government or public agency for development and management for public outdoor recreation and related purposes.

10. The lessor herein shall require the sublessee directly responsible for the lands to prepare a management plan in accordance with Section 253.034, Florida Statutes, within twelve (12) months of the execution date of a sublease agreement and it shall be submitted, through the lessor, to the Board and Land Management Advisory Committee, when applicable, for approval. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by the lessee and the Board at least every five years. The lessee or its sublessee shall not use or alter the property except as provided for in the approved Management Plan.

11. Upon the sublessee's cessation of occupation of said property, the lessee herein shall require the sublessee to agree to leave all fixed improvements for the use of the lessor and to put no claim upon said fixed improvements; or, at the option of the lessor, the lessee shall require the sublessee to agree to remove any or all improvements on the property at the sublessee's expense.

12. Execution of this agreement in no way affects the lessee's obligations pursuant to Chapter 367, Florida Statutes.

IN TESTIMONY WHEREOF, the lawfully designated agents of the Board of Trustees of the Internal Improvement Trust Fund, has hereunto subscribed his name and has caused the official seal of said Board to be hereunto affixed, in the City of Tallahassee, Florida, on the 16 day of June, 1987, and the Department of Natural Resources Division of Recreation and Parks, has duly executed same this 12 day of June, 1987.

(SEAL)
BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST
FUND OF THE STATE
OF FLORIDA

WITNESSED BY

Virginia A. Curry
Violet L. Davis

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

By: [Signature]
DIRECTOR DIVISION OF STATE
LANDS AGENT FOR THE BOARD OF
TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared James W. McCord well known and known to me to be the person who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein

WITNESS my hand and official seal, this 12 day of June, 1987.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG 10, 1989
BONDED TO THE GENERAL INS. UND.

(SEAL)
STATE OF FLORIDA
DEPARTMENT OF
NATURAL RESOURCES

WITNESSED BY

[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF LEON

Violet L. Davis
Notary Public
State of Florida at Large

[Signature]
EXECUTIVE DIRECTOR
DEPARTMENT OF NATURAL
RESOURCES

APPROVED AS TO FORM AND LEGALITY

BY Charles R. [Signature]

DATE 2/9/87

Before me personally appeared Charles W. [Signature] to me well known and known to me to be the person who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 15th day of June, 1987.

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Aug. 13, 1988
BONDED TO THE GENERAL INS. UND.

Charles W. [Signature]
Notary Public
State of Florida at Large

This instrument prepared
and reviewed by:

[Signature]

(19)

STATE OF FLORIDA
DEPARTMENT OF NATURAL RESOURCES

Marjory Stoneman Douglas Building • 3900 Commonwealth Boulevard • Tallahassee, Florida 32399
Tom Gardner, Executive Director

RECEIVED
NOV 6 1989
Rec/Pho

November 2, 1989

Mr. Steve Riser, Manager
Brevard County Recreation and
Parks Division
2575 North Courtenay Parkway
Merritt Island, Florida 32953

Dear Mr. Riser:

RE: Brevard County Beaches Sublease

Enclosed are legal descriptions for the following properties which are amended to the Brevard County Beaches sublease between the County and the Department of Natural Resources as of this date.

Site E Site 4 Additions to Site 5 (Disney Tract)

For purposes of record, these properties were amended to the department's lease agreement with the Board of Trustees of the Internal Improvement Trust Fund as of October 9, 1989.

Please see that the enclosed legal descriptions are attached to the County's copy of the sublease agreement.

If you have any questions regarding this sublease amendment, please call us at (904) 488-2291 or Suncom 278-2291.

Sincerely,



David B. Stevenson
Bureau of Uplands Management
Division of State Lands

DBS/tc
Enclosures



AMENDMENT TO
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
LEASE NUMBER 3485

THIS LEASE AMENDMENT is entered into this 17th day of February, 1979, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (hereinafter referred to as the LESSOR) and the STATE OF FLORIDA DEPARTMENT OF NATURAL RESOURCES, DIVISION OF RECREATION AND PARKS (hereinafter referred to as the LESSEE).

W I T N E S S E T H

WHEREAS, the LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on June 15, 1987, the LESSOR and the LESSEE entered into Lease No. 3485; and

WHEREAS, the LESSOR and LESSEE desire to amend the lease to allow LESSEE to add additional land to the leased property;

NOW THEREFORE, the LESSOR and LESSEE hereby agree as follows:

1. Exhibit A of the lease is hereby amended by adding the following:

Those lands described in deeds recorded in the public records of Brevard County, Florida, in

O.R. 2909 PAGE 0626
O.R. 2909 PAGE 0628
O.R. 2909 PAGE 0630
O.R. 2909 PAGE 0632
O.R. 2911 PAGE 2314
O.R. 2949 PAGE 2433
O.R. 2949 PAGE 2640
O.R. 2949 Page 2642

(more particularly described in Exhibit A of this amendment)

2. It is understood and agreed by the LESSOR and the LESSEE that in each and every respect the terms of the original lease, except as amended hereby, shall remain unchanged; and the same are hereby ratified, approved and confirmed by the LESSOR and the LESSEE.

EXHIBIT C

IN TESTIMONY WHEREOF, the lawfully designated agents of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND and the STATE OF FLORIDA DEPARTMENT OF NATURAL RESOURCES, DIVISION OF RECREATION AND PARKS, have hereunto subscribed their names and have caused their official seals to be hereunto affixed, in the City of Tallahassee, Florida, on the day and year first written above.

Bonnie Potes
Witness

[Signature]
Witness

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

[Signature]
CHIEF, BUREAU OF UPLANDS MANAGEMENT, DIVISION OF STATE LANDS, DEPARTMENT OF NATURAL RESOURCES
"LESSOR"



STATE OF FLORIDA
LEON COUNTY

The foregoing instrument was acknowledged before me this 2nd day of February, 1989 by [Signature], as Chief, Bureau of Uplands Management, Division of State Lands, Department of Natural Resources.

[Signature]
NOTARY PUBLIC

My Commission Expires: [Date]

[Signature]
Witness

[Signature]
Witness

STATE OF FLORIDA DEPARTMENT OF NATURAL RESOURCES, DIVISION OF RECREATION AND PARKS.

By: [Signature]
EXECUTIVE DIRECTOR,
FLORIDA DEPARTMENT OF NATURAL RESOURCES
"LESSEE"



STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 20th day of February, 1989 by TOM GARDNER as Executive Director, Florida Department of Natural Resources.

[Signature]
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
My Commission Expires April 21, 1989

Approved as to Form and Legality by:

[Signature]
DNP Attorney



BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

LEASE NUMBER 3485

THIS LEASE AMENDMENT is entered into this 1st day of March, 1988, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (hereinafter referred to as the BOARD) and the STATE OF FLORIDA DEPARTMENT OF NATURAL RESOURCES, DIVISION OF RECREATION AND PARKS (hereinafter referred to as the LESSEE);

WITNESSETH

WHEREAS, the BOARD, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on June 15, 1987, the BOARD and the LESSEE entered into Lease No. 3485;

WHEREAS, the BOARD and LESSEE desire to amend the lease to allow LESSEE to add additional land to the leased property;

NOW THEREFORE, the BOARD and LESSEE hereby agree as follows:

1. Exhibit A of the lease is hereby amended by adding the following:

(See Addition to Exhibit "A" Attached)

2. It is understood and agreed by the BOARD and the LESSEE that in each and every respect the terms of the original lease, except as amended hereby, shall remain unchanged; and the same are hereby ratified, approved and confirmed by the BOARD and the LESSEE.

EXHIBIT B

IN TESTIMONY WHEREOF, the lawfully designated agents of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND and the STATE OF FLORIDA DEPARTMENT OF NATURAL RESOURCES, DIVISION OF RECREATION AND PARKS, have hereunto subscribed their names and have caused their official seals to be hereunto affixed, in the City of Tallahassee, Florida, on the day and year first written above.

(SEAL)
BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST
FUND OF THE STATE
OF FLORIDA

Virginia J. Curry
Witness
Violet L. Davis
Witness

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

By: Don E. Duden
Acting DIRECTOR, DIVISION OF STATE
LANDS, AGENT FOR THE BOARD OF
TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

STATE OF FLORIDA
LEON COUNTY

The foregoing instrument was acknowledged before me this 1st day of March, 1988 by Don E. Duden as Director, Division of State Lands, Department of Natural Resources.

Approved as to Form
and Legality

By: Lucretia M. Perry
DNX Attorney

Violet L. Davis
NOTARY PUBLIC

My Commission EXPIRES STATE OF FLORIDA
BY COMMISSION EXP. AUG 18, 1989
BOLDED THAN GENERAL INT. 193.

(SEAL)
FLORIDA DEPARTMENT
OF NATURAL RESOURCES

Samuel P. Duden
Witness
Bridgette
Witness

STATE OF FLORIDA DEPARTMENT OF
NATURAL RESOURCES, DIVISION OF
RECREATION AND PARKS.

By: W. C. Sandrum
DIVISION DIRECTOR, DEPARTMENT
OF NATURAL RESOURCES, DIVISION
OF RECREATION AND PARKS

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 29th day of February, 1988 by Wey C. Sandrum as Division Director, Department of Natural Resources, Division of Recreation and Parks.

Opie M. Oswald
NOTARY PUBLIC

My Commission Expires:

EXPIRES STATE OF FLORIDA
BY COMMISSION EXP. APR 15, 1989
BOLDED THAN GENERAL INT. 193.

AMENDMENT TO
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
LEASE NUMBER 3485

THIS LEASE AMENDMENT is entered into this 8 day of December, 1987, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (hereinafter referred to as the BOARD) and the STATE OF FLORIDA DEPARTMENT OF NATURAL RESOURCES, DIVISION OF RECREATION AND PARKS (hereinafter referred to as the LESSEE);

W I T N E S S E T H

WHEREAS, the BOARD, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on June 15, 1987, the BOARD and the LESSEE entered into Lease No. 3485;

WHEREAS, the BOARD and LESSEE desire to amend the lease to allow LESSEE to add additional land to the leased property;

NOW THEREFORE, the BOARD and LESSEE hereby agree as follows:

1. Exhibit A of the lease is hereby amended by adding the following:

(See Addition to Exhibit "A" Attached)

2. It is understood and agreed by the BOARD and the LESSEE that in each and every respect the terms of the original lease, except as amended hereby, shall remain unchanged; and the same are hereby ratified, approved and confirmed by the BOARD and the LESSEE.

IN TESTIMONY WHEREOF, the lawfully designated agents of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND and the STATE OF FLORIDA DEPARTMENT OF NATURAL RESOURCES, DIVISION OF RECREATION AND PARKS, have hereunto subscribed their names and have caused their official seals to be hereunto affixed, in the City of Tallahassee, Florida, on the day and year first written above.

(SEAL)
BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST
FUND OF THE STATE
OF FLORIDA

Virginia S. Curry
Witness

Alonzo B. Cook
Witness

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

By: [Signature]
DIRECTOR, DIVISION OF STATE
LANDS, AGENT FOR THE BOARD OF
TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

STATE OF FLORIDA
LEON COUNTY

The foregoing instrument was acknowledged before me this 8 day of December, 1987 by James W. MacFarland as Director, Division of State Lands, Department of Natural Resources.

Approved as to Form
and Legality

By: [Signature]

[Signature]
NOTARY PUBLIC

My Commission Expires Aug 16, 1988
NOTARY PUBLIC STATE OF FLORIDA
Exp. 8/16/88
BOND \$1000 GENERAL INS. REQ.

(SEAL)
FLORIDA DEPARTMENT
OF NATURAL RESOURCES

[Signature]
Witness

[Signature]
Witness

STATE OF FLORIDA DEPARTMENT OF
NATURAL RESOURCES, DIVISION OF
RECREATION AND PARKS.

By: [Signature]
DIVISION DIRECTOR, DEPARTMENT
OF NATURAL RESOURCES, DIVISION
OF RECREATION AND PARKS

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 18th day of December, 1987 by Ray C. Sanderson as Division Director, Department of Natural Resources, Division of Recreation and Parks.

[Signature]
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
My Commission Expires April 15, 1988
Bonded 1000.00, Ins. 1000000.00

AMENDMENT TO
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
LEASE NUMBER 3485

THIS LEASE AMENDMENT is entered into this 21 day of July
1991, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA hereinafter referred to as the BOARD
and the STATE OF FLORIDA DEPARTMENT OF NATURAL RESOURCES, DIVISION OF
RECREATION AND PARKS hereinafter referred to as the LESSEE;

W I T N E S S E T H

WHEREAS, the BOARD, by virtue of Section 253.03, Florida Statutes,
holds title to certain lands and property for the use and benefit of the
State of Florida; and

WHEREAS, on June 15, 1987 the BOARD and the LESSEE entered
into Lease No. 3485;

WHEREAS, the BOARD and LESSEE desire to amend the lease to allow
LESSEE to add additional land to the leased property;

NOW THEREFORE, the BOARD and LESSEE hereby agree as follows:

1. Exhibit A of the lease is hereby amended by adding the following:

(See Addition to Exhibit "A" Attached)

2. It is understood and agreed by the BOARD and the LESSEE that in
each and every respect the terms of the original lease, except as amended
hereby, shall remain unchanged and the same are hereby ratified, approved
and confirmed by the BOARD and the LESSEE.

EXHIBIT B

IN TESTIMONY WHEREOF, the lawfully designated agents of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND and the STATE OF FLORIDA DEPARTMENT OF NATURAL RESOURCES, DIVISION OF RECREATION AND PARKS, have hereunto subscribed their names and have caused their official seals to be hereunto affixed in the City of Tallahassee, Florida, on the day and year first written above.

SEAL OF THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
Virginia L. Davis
 Witness

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
Frank W. McRae
 DIRECTOR, DIVISION OF STATE LANDS,
 AGENT FOR THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

STATE OF FLORIDA
 LEON COUNTY

The foregoing instrument was acknowledged before me this July 1957 by James L. Davidson as Director, State Lands Department of Natural Resources.

Approved as to Form and Legality:

By: Raymond M. Cull
 Dist. Attorney

Viola L. ...
 NOTARY PUBLIC
 My Commission Expires: ...
 NOTARY PUBLIC STATE OF FLORIDA
 BY COMMISSION EXPIRES ...

SEAL OF THE FLORIDA DEPARTMENT OF NATURAL RESOURCES
[Signature]
 WITNESS

STATE OF FLORIDA DEPARTMENT OF NATURAL RESOURCES, DIVISION OF RECREATION AND PARKS.
 By: Tom Land
 EXECUTIVE DIRECTOR,
 FLORIDA DEPARTMENT OF NATURAL RESOURCES

STATE OF FLORIDA
 COUNTY OF LEON

The foregoing instrument was acknowledged before me this August 1957 by Sam Gardner as Executive Director, Florida Department of Natural Resources.

Clara W. Coker
 NOTARY PUBLIC
 My Commission Expires: ...
 NOTARY PUBLIC

EXHIBIT B

SUBLEASE AGREEMENT
(BREVARD COUNTY BEACHES)

This Sublease Agreement is made between the Department of Natural Resources of the State of Florida on behalf of the Division of Recreation and Parks, as Sublessor, and Brevard County, Florida, as Sublessee. The parties, for and in consideration of mutual covenants and agreements covenant and agree as follows:

1. The parties acknowledge that:

A. The Board of Trustees of the Internal Improvement Trust Fund (hereinafter referred to as the "Board") holds title to certain property identified as Brevard County Beaches for public outdoor recreation and,

B. The Department of Natural Resources of the State of Florida, Division of Recreation and Parks, as the Lessee of Brevard County Beaches, agrees to sublease the property to Brevard County for outdoor recreation and related purposes in order to represent the State in coordination with local management.

2. Description of Premises: The property subject to this Sublease, is situated in Brevard County, and described in Exhibit "A", attached hereto and made a part hereof.

3. Term and Purpose: This Sublease shall be for a period coterminous with the time remaining on Trustees Lease Agreement No. 3485, dated June 12, 1987, and attached hereto as Exhibit "B", for environmental protection and compatible public outdoor recreation and related purposes, unless otherwise terminated pursuant to the provisions of this Sublease.

4. Conformity: This Sublease shall be subject to all the terms and conditions of the Trustees Lease Agreement No. 3485. The Sublessee shall prevent any unauthorized use of the property or any use not in conformance with Exhibit "B" and this Sublease.

5. Right of Use: The Sublessee shall have the right to enter upon the property for all purposes necessary to the full enjoyment of the rights herein granted.

6. Assignment: This Sublease and any rights and privileges conferred herein shall not be assigned or transferred by the Sublessee without the prior written approval of the Sublessor.

7. Management Plan: The Sublessee shall be responsible for preparation of a final management plan in compliance with the provisions of paragraph 10 of Exhibit "B", and shall implement all management projects pursuant to the management plan as necessary to carry out the purpose stated in paragraph 3 herein.

8. Development Time Frame: The Sublessee shall at its sole cost and expense make available to the public, within five years from the effective date of this Sublease, site improvements on the property for public recreational use and for protection of the natural resources. This provision shall be in accordance with the final management plan. All site improvements shall be constructed in a good workmanlike manner in accordance with sound construction practices. The Sublessee shall keep the premises and the site improvements free and clear of all liens for labor and material and shall hold the Sublessor and the Board harmless from any liability with respect to Sublessee's work. In the event a lien for labor or materials is filed, the Sublessee shall immediately either satisfy same or transfer such lien to a bond.

9. Site Plan: The Sublessee shall submit a final site plan to the Sublessor for review and approval prior to construction of any new facilities. Site plan of existing and proposed facilities shall be included in the final management plan.

10. Incurred Costs: All costs of planning, construction, operation, maintenance, use and restoration of the property, shall be the responsibility of the Sublessee. The Sublessee shall be responsible for any and all assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the property during the effective period of the Sublease.

11. Ownership of Improvements: All improvements provided by the Sublessee shall be and remain the property of the Sublessee during the effective period of this Sublease.

12. **Security and Maintenance:** The Sublessee shall provide security and protection of the premises and keep the property clean, maintained and in a good state of repair at all times.

13. **User Fees:** All user fees which the Sublessee may wish to impose shall be uniformly imposed among users regardless of the political jurisdiction in which the user may reside.

14. **Right of Inspection:** The Sublessor and its duly authorized agents shall have the right at any reasonable time to inspect the property and the works and operations thereon of the Sublessee in any matter pertaining to this Sublease. Should the Sublessee violate any covenant(s) of this Sublease or Trustees Lease Agreement No. 3485, Sublessor shall notify Sublessee in writing that it requires Sublessee's correction of that violation to Sublessor's satisfaction. Sublessee must cure the violation within 90 days following the date of notice. Upon Sublessee's failure to cure the violation within the time prescribed, Sublessor may terminate this Sublease upon 30 days prior written notice to Sublessee.

15. **Right of Audit:** The Sublessee shall make available to the Sublessor all financial records relating to this Sublease, and the Sublessor shall have the right to audit such records at any reasonable time. This right shall be continuous until such audit is completed and exercised without unreasonably interfering with the operation of Sublessee's facilities. This Sublease may be terminated by the Sublessor upon written notice and in accordance with the time frames and procedures for curing violations of this Sublease set forth in paragraph 14 should the Sublessee fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this Sublease, pursuant to the provisions of Chapter 119, Florida Statutes.

16. **Sign:** The Sublessee shall, within 90 days from date of sublease, erect a temporary information sign on the site. The sign shall identify the park name and state that funds for acquisition were provided by the Save Our Coast Program administered through the State of Florida, Department of Natural Resources, and a photograph

of its placement shall be sent to the Sublessor. The temporary sign shall remain in place until construction completion at which time a permanent sign bearing the same information shall be placed at the site.

17. Liability: The Sublessee shall investigate all claims of every nature at its expense and indemnify, protect, defend, hold and save harmless the Sublessor, the Board and the State of Florida from any and all claims, actions, lawsuits and demands of any kind or nature arising out of the Sublessee's use and management of the property to the extent of the limitations included within Section 768.28, Florida Statutes. The Sublessee shall provide, during the term of this Sublease, fire and extended coverage insurance, to include all improvements located on the premises for their full insurable value, or in the alternative, shall provide evidence of self-insurance sufficient to cover the loss of such improvements. Any policies of insurance shall name Sublessor, Sublessee, and the Board as the insured. The Sublessee shall also provide public liability coverage in the form of insurance policies or self-insurance for any and all claims against Sublessee, Sublessor, the Board and the State of Florida. The Sublessee shall submit annually, written evidence of insurance to the Bureau of State Lands Management (hereinafter referred to as the "Bureau"), 3900 Commonwealth Boulevard, Tallahassee, Florida 32399. Any insurance policies purchased by Sublessee pursuant to this paragraph shall be purchased from a financially responsible insurer duly authorized to do business in the State of Florida. Prior to the construction or removal of any buildings or improvements on the premises, the Sublessee shall immediately notify the Sublessor. The Sublessee agrees to notify the insurance agent of any changes which affect the value of any improvements and will request the insurance agent to adjust the insurance coverage to reflect any changes in value of the improvements. Sublessee shall be financially responsible for any loss because of failure to obtain or maintain adequate insurance coverage. If an action is commenced against the Sublessor or the

Board based on any claim arising out of the use or ownership of the leased premises during the term of the Sublease (including without limitation an action seeking damages for loss of life, personal injury or damage to property occurring in or about the leased premises), Sublessee shall pay the expense of Sublessor's and the Board's defense, including reasonable costs and attorney's fees for any defense in that action. If a judgment is entered in such action against both Sublessor and/or Board and Sublessee or if they agree that a settlement of the claim or lawsuit should be made, Sublessee shall be responsible for payment of such judgment or settlement. Nothing contained herein shall be deemed to constitute a waiver of sovereign immunity on the part of Sublessor or Board, or to affect, limit or reduce the protection afforded Sublessor under provisions of Section 375.251, Florida Statutes, or to protect Sublessee from liability for any deliberate, willful or malicious act of Sublessee. In connection with any dispute arising out of this Sublease, including without limitation litigation and appeals, the Sublessee shall be liable for the payment of all attorney's fees and costs incurred by Sublessor or the Board.

18. Termination: Upon termination or expiration of this Sublease, the Sublessee shall surrender the premises to the Sublessor. In the event no further use of this parcel or any part thereof is needed, the Sublessee shall notify the Sublessor and the Bureau of State Lands Management, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399 at least six (6) months prior to the release of any or all of the premises. Notification will include a legal description, the lease number, and an explanation of the release. Upon termination of this Sublease, all improvements shall automatically become the property of the Board, unless the Board, at its option, should require immediate removal at the Sublessee's expense of any and all such improvements upon written notice to the

Sublessee. Any improvements to remain on the property upon termination of this Sublease shall be at the Board's discretion. The Sublessee shall meet the following conditions upon termination of this Sublease:

(a) The construction of any new facilities, improvements or alterations of the premises shall meet applicable county and municipal building and safety codes.

(b) The Sublessee shall properly dispose of utility fees, including having all the utilities turned off.

(c) The Sublessee, shall not commit waste; reasonable wear and tear is acceptable.

(d) Prior to formal release, a representative of the Bureau of State Lands Management shall perform an on-site inspection and the keys to any buildings on the premises shall be turned over to the Bureau.

(e) If the premises do not meet all conditions agreed upon, the Sublessee shall reimburse the Board for any expenses incurred in meeting the prescribed conditions.

19. Non-Discrimination: As a condition of obtaining this sublease, the Sublessee hereby agrees not to 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 sublease or upon lands adjacent to an use as an adjunct of the subleased area.

IN WITNESS WHEREOF, The lawfully designated agent
the Department of Natural Resources of the State of Florida
has hereunto subscribed his name and caused his official
seal to be hereunto affixed on the 5th day of
July, 1988, and the lawfully designated
agent of Brevard County, Florida has hereunto subscribed his
name and caused his official seal to be hereunto affixed on
the 5th day of April, 1988.

(SEAL)

STATE OF FLORIDA
DEPARTMENT OF
NATURAL RESOURCES

SUBLESSOR:
FLORIDA DEPARTMENT OF
NATURAL RESOURCES

WITNESSED BY:

Audrey Barden

By: Tom Gardner
Tom Gardner, Executive Director
Its Agent for this Purpose

J. J. ...
DNR, ATTORNEY
Approved as to
Form and Legality

The foregoing instrument was acknowledged before
me this 3rd day of July, 1988 By Tom
Gardner, as Executive Director of Florida Department of
Natural Resources.

Cheryl W. Coker
NOTARY PUBLIC
My Commission Expires:
Notary Public, State of Florida
My Commission Expires Aug. 13, 1988
Bonded thru First State Insurance, Inc.

(SEAL)
Brevard County
BREVARD, FLORIDA

SUBLEESSEE:
Brevard County
BREVARD, FLORIDA

WITNESSED BY:

R. C. Winstead, Jr.
R. C. Winstead, Jr., Clerk
Bernie ...

By: Sue Schmitt
Its Agent for this Purpose
Sue Schmitt, Chairman
...
BREVARD COUNTY ATTORNEY

The foregoing instrument was acknowledged before
me this 5th day of April, 1988, by
Sue Schmitt / R. C. Winstead, Jr. as Chairman + Clerk

Bernie ...
NOTARY PUBLIC
My Commission Expires:
Notary Public, State Of Florida At Large
My Commission Expires May 10, 1988
Bonded By SAECO Insurance Company of Florida

SITE A

Commencing at the Point of Intersection of the South line of the N $\frac{1}{2}$ of Government Lot 3, Section 23, Township 26 South, Range 37 East, Brevard County, Florida, and the East Right-of-Way line of State Road No. 11A, thence North 7 $^{\circ}$ 33' 23" West along the East line of said S.R. 11A, distance of 50.00 feet to the POINT OF BEGINNING of the parcel herein after described; thence continuing North 7 $^{\circ}$ 33' 23" West along the East line of said S.R. 11A for a distance of 150.00 feet; thence North 8 $^{\circ}$ 14' 40" East parallel to the South line of the N $\frac{1}{2}$ of said Government Lot 2 a distance of 250 feet, more or less, (315.6 ft. meas.) to the mean high water line of the Atlantic Ocean; thence meander the mean high water line of the Atlantic Ocean in a Southeastwardly direction for a distance of 150 feet, more or less; thence South 8 $^{\circ}$ 14' 40" West parallel to the South line of the N $\frac{1}{2}$ of Government Lot 2 for a distance of 250 feet, more or less, (315.4 ft. meas.), to the Point of Beginning, together with all riparian and littoral rights thereto appertaining.

SITE B

All of Block 1, Section 3, Canova Beach Subdivision, as recorded in Plat Book 6, Page 12, of the Public Records of Brevard County, Florida, together with riparian rights pertaining thereto, subject to that certain Final Judgment and verdict entered in the Circuit Court of Brevard County being Law No. 4299 dated 3-10-59 and filed 3-12-59 under Clerk's File No. 47940 of the Public Records of Brevard County, Florida.

also described as

Commencing at the Northwest corner of Block 1, Section 3, Canova Beach Subdivision, Section 13, Township 27 South, Range 37 East as recorded in Plat Book 6, Page 12 of the Public Records of Brevard County, Florida; thence, South 88 degrees 43' 49" West for a distance of 20.43 feet to the POINT-OF-BEGINNING; thence, for a first course South 88 degrees 43' 49" West for a distance of 374.8 feet more or less to the ordinary waters of the Atlantic Ocean; thence, for a second course, return to the POINT-OF-BEGINNING; thence for a third course, South 23 degrees 00' 11" East and along the East Right-of-Way of State Road A-1-A a distance of 308.22 feet; thence, South 68 degrees 40' 11" East for a third course, a distance of 47.04 feet to the intersection with the North Right-of-Way of State Road 518. Thence for a fourth course, South 88 degrees 43' 49" West and along the North Right-of-Way of State Road 518 easterly projection of said North Right-of-Way and the Atlantic Ocean; thence, for a fifth course Northwesterly along a distance of 352 feet more or less to the ordinary waters of the Atlantic Ocean; thence, for a fifth course Northwesterly along the ordinary waters of the Atlantic Ocean a distance of 330 feet more or less to the intersection with the aforementioned first course together with all the littoral and shore rights pertaining thereto.

SITE F (Parcel 1)

Lots 1 and 2, Block 1, Subdivision as platted in Deed Book X, Page 753, and being part of Plat of AVERILL FARMS in Brevard County, Florida.

SITE F (Parcel 3)

Begin at the intersection of the north boundary of Lot 3, Block 2, subdivision as platted in Deed book X (sometimes also cited as Deed book K), page 753, transcribed to Plat book 1, page 61, and being a part of Averill Farms subdivision in Brevard County, Florida, with the east boundary of Highway 11A; thence go southeasterly along said east boundary of Highway 11A a distance of 198.19 feet; thence go easterly parallel to the north boundary of said Lot 3, Block 2, to the shore of the Atlantic Ocean; thence northwesterly along said shore line a distance of 205 feet more or less, to the north boundary of Lot 3, Block 2; thence go westerly along said north boundary of Lot 3, Block 2, to the point of beginning.

TOGETHER with any and all riparian and littoral rights thereunto belonging.
TOGETHER with any and all property lying Easterly thereof and between the north and south lines extended to and into the Atlantic Ocean.

SITE G (Parcel 2)

North 400 feet of South 990 feet of Government Lot 1, Section 33, Township 28 South, Range 38 East, Brevard County, Florida, lying East of State Road 11A

SITE G (Parcel 4.5)

A portion of the North 100 feet of the South 490 feet of Government Lot 1, fractional Section 33, Township 28 South, Range 38 East, Tallahassee Meridian, Brevard County, Florida, lying East of the East right-of-way line of State Road A-1-A, said portion being more specifically described as follows:

Begin at the intersection of the South line of the North 100 feet of the South 490 feet of said Government Lot 1 with the Easterly right-of-way line of State Road A-1-A, right-of-way, as presently located, thence bear South $89^{\circ}07'37''$ East, along the South line of the North 100 feet of the South 490 feet of said Government Lot 1, a distance of 255 feet more or less to the mean high water line of the North Atlantic Ocean; thence Northwesterly along the said mean high water line, a distance of 110 feet, more or less, to the intersection thereof with the North line of the North 100 feet of the South 490 feet of said Government Lot 1; thence North $89^{\circ}07'37''$ West, along the North line of the North 100 feet of the South 490 feet of said Government Lot 1, a distance of 255 feet more or less, to a 4" x 4" concrete monument marking the Easterly right-of-way line of said State Road A-1-A; thence Southeasterly along the East right-of-way line of State Road A-1-A, a distance of 110 feet, more or less, to the Point of Beginning. Together with riparian rights.

SITE G (Parcel 5.6)

The North 250 feet of the South 390 feet of Government Lot 1, Section 33, Township 28 South, Range 38 East, Brevard County, Florida, lying East of State Road A-1-A as shown on Florida Department of Transportation Maintenance Map, Section 70060 Sheet 5 of 8. Dated 1-28-75.

SITE G (Parcel 7)

That part of the two following described properties lying east of S.R. 11A:

PARCEL 1

North 60 feet of Government Lot 2, and the south 40 feet of Government Lot 1 in Section 33, Township 28 South, Range 38 East, and the north 100 feet of the south 140 feet of Government Lot 1, all in Section 33, Township 28 South, Range 38 East, Brevard County, Florida. Together with any and all riparian rights thereunto belonging.

AND

PARCEL 2

The South 100 feet of the north 160 feet of Government Lot 2, Section 33, Township 28 South, Range 38 East, Brevard County, Florida. Less and except the right-of-way for S.R. 11A, together with any and all riparian rights thereunto appertaining.

EXHIBIT FOR LEGAL DESCRIPTION

Lands located in Government Lot 2, Section 33, and Government Lot 1, Section 34, Township 28 South, Range 38 East, Brevard County, Florida, being that part of the below described lands described in O.R.B. 1178, Page 613, of the Public Records of Brevard County, Florida, lying Easterly of the East Right-of-Way of State Road A1A as said Right-of-Way is defined by Florida Department of Transportation prescriptive maintenance maps recorded in Survey Book 2, Page 72, of the Public Records of Brevard County, Florida, containing 4.67 acres of land, more or less.

DESCRIPTION: (ORB 1178 PAGE 613)

PARCEL 1: SOUTH 100 FEET OF THE NORTH 260 FEET OF NORTH HALF OF GOVERNMENT LOT 2. THE NORTH BOUNDARY LINE BEING 160 FEET SOUTH OF AND RUNNING PARALLEL WITH THE NORTH LINE OF GOVERNMENT LOT 2. THE SOUTH BOUNDARY LINE BEING 260 FEET SOUTH OF THE RUNNING PARALLEL WITH THE NORTH LINE OF GOVERNMENT LOT 2. SAID NORTH AND SOUTH BOUNDARY LINES BEGINNING AT MEAN LOW TIDE ON THE ATLANTIC OCEAN AND RUNNING PARALLEL WITH EACH OTHER AND PARALLEL WITH THE NORTH LINE OF GOVERNMENT LOT 2, IN A WESTERLY DIRECTION TO MEAN LOW TIDE IN INDIAN RIVER CONSISTING OF ABOUT 3 ACRES MORE OR LESS, IN SECTION 33, TOWNSHIP 28, SOUTH. RANGE 38 EAST. SAID LANDS SITUATE, LYING AND BEING IN BREVARD COUNTY, FLORIDA. THE ABOVE TRACT INCLUDES ALL THE LAND, IF ANY, IN LOT 1, SECTION 34, LYING DIRECTLY EAST OF SAID LOT 2, SECTION 33, TOWNSHIP 28 SOUTH, RANGE 38 EAST, WITHIN THE ABOVE DESCRIBED BOUNDARY LINES. THE ABOVE TRACT COMPRISES ALL OF THE NORTH 100 FEET OF THE SOUTH 614.2 FEET, BEING THE PREMISES DESCRIBED IN THE DEED FROM JOHN W. HAHN AND CORA E. HAHN, HIS WIFE, TO ETHEL W. HAHN AND DOUGLAS H. HAHN, AS EXECUTORS OF THE ESTATE OF LEW HAHN, DECEASED, DATED JULY 31, 1958, AND FILED AND RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY ON AUGUST 6, 1958, IN BOOK 123 OF OFFICIAL RECORDS, PAGE 210.

PARCEL 2: NORTH 114.2 FEET OF THE SOUTH 1/2 OF GOVERNMENT LOT 2, AND THE SOUTH 400 FEET OF THE NORTH 1/2 OF GOVERNMENT LOT 2: THE NORTH BOUNDARY LINE BEING 260 FEET SOUTH OF AND RUNNING PARALLEL WITH THE NORTH LINE OF GOVERNMENT LOT 2: THE SOUTH BOUNDARY LINE BEING 545.8 FEET NORTH OF AND RUNNING PARALLEL WITH THE SOUTH LINE OF GOVERNMENT LOT 2: SAID NORTH AND SOUTH BOUNDARY LINES BEGINNING AT MEAN LOW TIDE ON THE ATLANTIC OCEAN, AND RUNNING PARALLEL WITH EACH OTHER AND PARALLEL WITH THE NORTH LINE OF GOVERNMENT LOT 2, IN A WESTERLY DIRECTION TO MEAN LOW TIDE IN INDIAN RIVER, CONSISTING OF ABOUT 15 ACRES MORE OR LESS, IN SECTION 33, TOWNSHIP 28-S, RANGE 38-E, SAID LANDS SITUATE, LYING AND BEING IN BREVARD COUNTY, FLORIDA. THE ABOVE TRACT INCLUDES ALL THE LAND IN LOT 1, SECTION 34, LYING DIRECTLY EAST OF SAID LOT 2, SECTION 33, TOWNSHIP 28 SOUTH, RANGE 38 EAST, WITHIN THE ABOVE DESCRIBED BOUNDARY LINES. THE ABOVE TRACT COMPRISES ALL OF THE SOUTH 514.2 FEET, BEING THE PREMISES DESCRIBED IN THE DEED FROM ANGELINA C. FITZGERALD TO LEW HAHN, DATED MAY 14, 1938, AND RECORDED ON AUGUST 15, 1938, IN THE PUBLIC RECORDS OF BREVARD COUNTY IN BOOK 241 OF DEEDS, PAGE 142.

SITE G (Parcel 12)

That part of the two following described properties lying east of State Road A-1-A:

North 157.58 feet extending from the Indian River to the Atlantic Ocean of a tract of land described as follows:

The south boundary of the tract is the south boundary of Government Lot 2, Section 33, Township 28 South, Range 38 East, and the projection of the south boundary of said lot 2 easterly to the Atlantic Ocean. The north boundary of the tract is a line parallel with the south line of said Government Lot 2 and 157.58 feet north thereof and extending from the Indian River to the Atlantic Ocean. Excepting therefrom the right-of-way of State Road A-1-A as now located and constructed across said land. Said above described property being a part of Government Lot 2, Section 33, Township 28 South, Range 38 East, and part of Government Lot 1, Section 34, Township 28 South, Range 38 East. Together with riparian rights thereunto appertaining.

SITE G (Parcel 17)

A portion of the North 100 feet of the South 590 feet of Government Lot 1, fractional Section 33, Township 28 South, Range 38 East, Tallahassee Meridian, Brevard County, Florida, lying East of the East right-of-way line of SR ALA, said portion being more specifically described as follows:

Begin at the intersection of the South line of the North 100 feet of the South 590 feet of said Government Lot 1, with the Easterly right-of-way line of SR ALA, right-of-way, as presently located, thence bear South $89^{\circ}07'37''$ East, along the South line of the North 100 feet of the South 590 feet of said Government Lot 1, to the mean high water line of the North Atlantic Ocean; thence Northwesterly along the said mean high water line, a distance of 110 feet, more or less, to the intersection thereof with the North line of the North 100 feet of the South 590 feet of said Government Lot 1; thence North $89^{\circ}07'37''$ West along the North line of the North 100 feet of the South 590 feet of said Government Lot 1 to the intersection of the Easterly right-of-way line of SR ALA, as presently located, with the North line of the North 100 feet of the South 590 feet of said Government Lot 1; thence South-easterly along the East right-of-way line of SR ALA, a distance of 110 feet, more or less, to the point of beginning.

TOGETHER WITH riparian rights.

The North 100 feet (North/South measurement, of the South 400 feet of Government Lot 3, Section 14, Township 29 South, Range 38 East, lying between State Highway 11A and the Atlantic Ocean. Together with any and all riparian and littoral rights thereunto belonging.

SITE I (Parcel 509)

The North 250 feet of Government Lots 4 and 5 lying West of State Road 11A, being located in Section 14, Township 29 South, Range 38 East, Brevard County, Florida, and the North 5 feet of Government Lots 5 and 6, lying East of State Road 11A, Section 14, Township 29 South, Range 38 East, Brevard County, Florida.

SITE I (Parcel 524)

The following described lot:

South 155 feet of the north 160 feet of Government Lots 5 and 6, Section 14, Township South 29, Range 38 East, lying East of State Road 11A, and also described as:

Parcel A: The South 155 feet of the north 160 feet of Government Lot 5, Section 14, Township 29, South, Range 38 East, lying East of State Road 11A; and

Parcel B: Begin at the NE corner of said Government Lot 5; go thence South 5 feet along the East line of said Government Lot 5 to the point of beginning. For a first course from the point of beginning go Easterly on a line parallel to the north line of said Government Lot 5 across Government Lot 6 into the Atlantic Ocean. For a second course from the point of beginning go southerly along the East boundary line of said Government Lot 5, 155 feet to a point. For a third course go thence Easterly on a line parallel to and 155 feet south of the first course hereinabove described across Government Lot 6 to and into the Atlantic Ocean. For a fourth course meander the waters of the Atlantic Ocean in a northwesterly direction to the point where the fourth course intersects in the first course.

SITE J

LEGAL DESCRIPTION: The North Two Hundred Feet (N.200') of Government Lot 3, Section 6, Township 30 South, Range 39 East lying East of State Road 11A, said lands situated in Brevard County, Florida, including all riparian rights appertaining thereto.

SITE 3 (Disney Tract)

Atlantic Shores Subdivision, according to the Plat thereof recorded in Plat Book 10, Page 34, of the Public Records of Brevard County, Florida, except the north 300 feet thereof, also described as follows:

Those portions of Government Lot 1, Section 34 and Government Lot 3, Section 33, all in Township 28 South, Range 38 East described as follows:

Beginning at the SE corner of said Government Lot 1, thence run West on the South line of said Government Lot 1, to the SW corner thereof, and continuing West on the projected South line of said Government Lot 1 to the East shore of the Indian River; thence run Northerly meandering the shore of the Indian River to the NW corner of said Government Lot 3; thence run East on the North line of said Government Lot 3 to the NE corner thereof, and continuing on the projected North line of said Government Lot 3 to the Atlantic Ocean; thence run Southerly, meandering the shore of the Atlantic Ocean; to the Point-of-Beginning; LESS the North 300 feet thereof, and including the riparian, littoral or shore rights, if any, now owned by Grantor or acquired by Grantor on its purchase of the above described property.

Subject to the present Right-of-Way for State Road A-1-A.

SITE 5 (Disney Tract)

All of Blocks "M", "N" and "O", according to the Plat of part first of Plat of lands at AVERILL as recorded in Plat Book 1, Page 61, of the Public Records of Brevard County, Florida, LESS the Right-of-Way of State Road A-1-A. TOGETHER with all riparian and littoral rights thereunto appertaining, if any, now owned by Grantor or acquired by Grantor on its purchase of the above described property; Plat also being recorded in Deed Book X, Page 753, of the Public Records of Brevard County, Florida, and being a part of Section 28, Township 28 South, Range 38 East.

**CANCELLATION OF LEASE AND ASSIGNMENT
OF SUBLEASE**

This Cancellation of Lease and Assignment of Sublease entered into this 5th day of December, 1988, by and between BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND, hereinafter referred to as "Board", and DEPARTMENT OF NATURAL RESOURCES, DIVISION OF RECREATION AND PARKS, hereinafter referred to as "DRP".

WITNESSETH:

WHEREAS, on June 15, 1987, Board and DRP entered into Lease No. 3485 under which certain lands were leased by Board to DRP for the sole purpose of being subleased to local governments for environmental protection and compatible outdoor recreation; and

WHEREAS, on July 5, 1988, DRP subleased the lands described in Lease No. 3485 to Brevard County through Sublease No. 3485-01; and

WHEREAS, Board and DRP agree that the role of DRP as an intermediate party in the management of lands described in Lease No. 3485 and Sublease No. 3485-01 is no longer necessary or desirable.

NOW THEREFORE, in consideration of the hereinabove and hereinafter mutual covenants and undertakings, the receipt and sufficiency of which are conclusively acknowledged, the parties agree as follows:

1. DRP hereby releases, assigns and quitclaims all of its right, title and interest in Lease No. 3485 and the lands leased thereunder to Board and agrees to the cancellation of the same of record.

2. DRP hereby conveys, transfers and assigns all of its right, title and interest in Sublease No. 3485-01 to Board, and Board hereby accepts and assumes all the duties and responsibilities of DRP thereunder.

Executed on the day and year first above written.

Witnesses:

[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF LEON

DEPARTMENT OF NATURAL RESOURCES,
DIVISION OF RECREATION AND PARKS

By: [Signature]
Title: Director

Before me personally appeared Ivan P. Manilla to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 22nd day of November, 1989.

[Signature]
Notary Public
State of Florida

My commission expires:

Notary Public, State of Florida
My Commission Expires April 15, 1990

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND

Witnesses:

[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF LEON

By: [Signature]
DEPUTY DIRECTOR, DIVISION OF
STATE LANDS, DEPARTMENT OF
NATURAL RESOURCES

Before me personally appeared Dorothy A. Ward to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 5th day of November, 1974.

[Signature]
Notary Public
State of Florida

Notary Public, State of Florida
My Commission Expires July 14, 1972

My commission expires:

Approved as to Form and Legality

By: [Signature]
DNR Attorney

SITE C

LEGAL DESCRIPTION - PARCEL "A"

That part of the following described property lying East of the right of way of State Road 11A; the South 606.56 feet of the North 1,006.56 feet of Government Lot 5, Section 24, Township 27 South, Range 37 East, excepting the right of way for State Road 11A and excepting land in Plat of Flora Beach Subdivision, Section A, recorded in Plat Book 11, Page 109, Public Records of Brevard County, Florida.

LEGAL DESCRIPTION - PARCEL "B"

The South 300.00 feet of Government Lot 5, Section 24, Township 27 South, Range 37 East, lying East of State Road 11A, Brevard County, Florida, containing 2.90 acres, more less. LESS AND EXCEPT THE FOLLOWING: Beginning at the intersection of the North line of the South 300.00 feet of Government Lot 5, Section 24, Township 27 South, Range 37 East, Brevard County, Florida, with the Easterly right of way line of State Road 11A, as presently located; thence N89°28'57"E along the North line of the South 300.00 feet of said Government Lot 5, a distance of 467.00 feet, more or less to the Mean High Water Line of the Atlantic Ocean; thence S13°48'01"E along the Mean High Water Line of the Atlantic Ocean a distance of 1.86 feet to the intersection with the South line of the North 1,006.56 feet of said Government Lot 5; thence S89°32'05"W along the South line of the north 1,006.56 feet of said Government Lot 5, a distance of 467.10 feet to the Easterly right of way line of State Road 11A; thence N14°31'18"W along said Easterly right of way line a distance of 1.43 feet to the POINT OF BEGINNING.

TOGETHER with any and all riparian rights appurtenant thereto.

ADDITION TO

EXHIBIT A

SITE D

Lot 37, FIRST ADDITION TO OCEAN PARK, according to the plat thereof, as recorded in Plat Book 9, Page 25, Public Records of Brevard County, Florida.

AND

Lot 15, Block A, REPLAT OF NORTH INDIALANTIC BY THE SEA, according to the plat thereof, as recorded in Plat Book 9, Page 70, Public Records of Brevard County, Florida.

TOGETHER with any riparian and littoral rights thereunto appertaining.

ADDITION TO

EXHIBIT A

SITE G (Parcel 13)

A portion of Government Lot 2, Section 33 and a portion of Government Lot 1, Section 34, Township 28 South, Range 38 East, Brevard County, Florida, Described as follows: COMMENCING at the Southeast corner of Government Lot 2, Section 33, Township 28 South, Range 38 East; thence run North along the East line of said Section 33, also being the East line of Government Lot 2, Section 33 a distance of 200.00 feet to a point on said section line, being the POINT OF BEGINNING. From said POINT OF BEGINNING go West and parallel to the South line of Government Lot 2, Section 33 to the East right of way line of State road A1A; thence run Northwesterly along the East right of way line of State Road A1A; to a point 200.00 feet North of the POINT OF BEGINNING; thence run East parallel to the South line of Government Lot 2, Section 33, to the East line of said Government Lot 2, which is also the East line of Section 33, and the West line of Section 34 and continue East on the projected third course, being the last course described across Government Lot 1, Section 34 to the Atlantic Ocean; thence run Southerly meandering the shore of the Atlantic Ocean to a point 200.00 feet North of the South line of Government Lot 2, Section 33, projected Easterly to the Atlantic Ocean; thence West and parallel to the South line of Government Lot 2, Section 33, projected Easterly to POINT OF BEGINNING, together with riparian rights appertaining.

Less and Except the following described parcel;

A portion of Government Lot 1, Section 34, Township 28 South, Range 38 East, Brevard County, Florida, more particularly described as follows: Commence at the intersection of the East right of way line of State Road A1A, as per State of Florida D.O.T. Maintenance Map for Brevard County #70060, and a line 200.00 feet North and parallel with the South line of Government Lot 2, Section 33, Township 28 South, Range 38 East, Brevard County, Florida; thence East and parallel with the South line of said Government Lot 2, Section 33, for a distance of 195.42 feet to the POINT OF BEGINNING; thence North 5.00 feet; thence East and parallel with the South line of Government Lot 2, Section 33 for a distance of 153.92 feet, more or less to the approximate mean high water line of the Atlantic Ocean; thence S22°33'26"E along the said approximate mean high water line 5.41 feet; thence West 156.00 feet, more or less to the POINT OF BEGINNING.

Tax I. D. # 28-38-34-00-13

ADDITION TO

EXHIBIT A

SITE I (Parcel 508.1)

EXHIBIT A

The North 100 feet (North/South Measurement) of the South 500 feet of Government Lot 3, Section 14, Township 29 South, Range 38 East, lying between State Highway A1A and the Atlantic Ocean, Brevard County, Florida. TOGETHER with any and all riparian and littoral rights thereunto belonging.

ADDITION TO

EXHIBIT A

SITE I (Parcel 508.3)

EXHIBIT A

The North 100 feet (North/South measurement) of the South 200 feet of Government Lot 3, Section 14, Township 29 South, Range 38 East, lying between State Highway A1A and the Atlantic Ocean, Public Records of Brevard County, Florida. TOGETHER with any and all riparian and littoral rights thereunto belonging.

ADDITION TO

EXHIBIT A

SITE I_ (Parcel 523)

EXHIBIT A

The North 100 feet (North/South measurement) of the South 300 feet of Government Lot 3, Section 14, Township 29 South, Range 38 East, lying between State Highway A-1-A and the Atlantic Ocean, together with any and all riparian and littoral rights thereunto belonging.

ADDITION TO

EXHIBIT A



SITE 1

Lots 8, through 15, Block 66, PLAT OF INDIALANTIC BY THE SEA, according to the plat thereof, as recorded in Plat Book 3, Page 35, of the Public Records of Brevard County, Florida, and located in Section 31, Township 27 South, Range 38 East, less and except parcels A and B.

Parcel 1:

From the Northwest corner of Lot 8, INDIALANTIC BY THE SEA, as recorded in Plat Book 3, Page 35, of the Public Records of Brevard County, Florida, run N 72° 13' 49" E along said North line of Lot 8 a distance of 59.00 feet to the Point of Beginning of the herein described parcel; thence continue N 72° 13' 49" E along aforesaid North line of Lot 8 a distance of 40.00 feet; thence S 17° 46' 11" E a distance of 14.50 feet; thence S 72° 56' 47" W a distance of 40.00 feet; thence N 17° 46' 11" W a distance of 14.00 feet to the Point of Beginning.

Parcel 2:

From the Northwest corner of Lot 8, INDIALANTIC BY THE SEA, as recorded in Plat Book 3, Page 35, of the Public Records of Brevard County, Florida, run N 72° 13' 49" E along said North line of Lot 8 a distance of 362.16 feet to the Point of Beginning of the herein described parcel; thence continue N 72° 13' 49" E along aforesaid North line of Lot 8 a distance of 18.50 feet; thence S 17° 46' 11" E a distance of 2.00 feet; thence S 70° 40' 56" W a distance of 18.51 feet; thence N 17° 46' 11" W a distance of 2.5 feet; thence to the Point of Beginning.

27-38-32 008-15

ADDITION TO

EXHIBIT A

SITE 2

Lots 1, 2, 3, 4, 6, 7, 8, 9, 10 and 11, all in Block 1 and the North } of vacated EAU GALLIE COURT, according to the plat of CANOVA BEACH, SECTION A, as recorded in Plat Book 6, Page 80, of the Public Records of Brevard County, Florida, excepting therefrom, the West 120 feet of Lot 4, Block 1 of said Plat Book 6, Page 80, and also excepting therefrom the right-of-way of S.R. A-1-A. Located in Section 13, Township 27S, Range 37E, also excepting therefrom Parcels A & B as described herein.

PARCEL A: From the Northwest corner of Lot 6, CANOVA BEACH, Section A, as recorded in Plat Book 6, Page 80, of the Public Records of Brevard County, Florida, run S13°07'56"E a distance of 53.00 feet to the POINT OF BEGINNING of the herein described parcel; thence N77°17'24"E a distance of 138.09 feet; thence S13°07'30"E a distance of 6.00 feet to the South line of the North } of vacated R/W of Eau Gallie Court; thence S76°52'30"W along said south line of the North } of vacated R/W of Eau Gallie Court a distance of 138.08 feet; thence N13°07'56"W a distance of 7.00 feet to the POINT OF BEGINNING.

PARCEL B: From the intersection of the Easterly R/W of State Road A-1-A and the north line of Lot 4, CANOVA BEACH, SECTION A, as recorded in Plat Book 6, Page 80, of the Public Records of Brevard County, Florida, run N76°52'30"E a distance of 109.00 feet to the POINT OF BEGINNING of the herein described parcel; thence continue N76°52'30"E along said north line of said Lot 4 a distance of 47.00 feet; thence S10°39'00"E a distance of 121.61 feet; thence S76°52'30"W a distance of 42.00 feet; thence N13°00'23"W a distance of 121.50 feet to the POINT OF BEGINNING.

ADDITION TO

EXHIBIT A

APPENDIX B
Section 253.034 Florida Statutes

History.—s. 1, ch. 83-294; ss. 27, 28, ch. 80-104; s. 1, ch. 74-18; s. 9, ch. 79-85; s. 2, ch. 82-185.

253.033 Inter-American Center property; transfer to board; continued use for government purposes.—

(1) All real and personal property presently owned by the Inter-American Center Authority, pursuant to 's. 554.072 or otherwise, and all existing liabilities of said authority are hereby transferred to the Board of Trustees of the Internal Improvement Trust Fund. However, the liability to the Department of Transportation for road and bridge work is hereby waived and satisfied. Except as provided in s. 4, chapter 75-131, Laws of Florida, all obligations in connection with contracts and bond issues of the authority shall be assumed and performed by the trustees as provided by law or contract. No action shall be taken as a result of this act that will impair the obligations of any such contract or outstanding bonds.

(2) It is hereby recognized that certain governmental entities have expended substantial public funds in acquiring, planning for, or constructing public facilities for the purpose of carrying out or undertaking governmental functions on property formerly under the jurisdiction of the authority. All property owned or controlled by any governmental entity shall be exempt from any local building and zoning regulations which might otherwise be applicable in the absence of this section in carrying out or undertaking any such governmental function and purpose.

(3)(a) Except as provided in this subsection, in no event shall any of the lands known as "the Graves tract," including, without limitation, the land previously transferred to the City of Miami and Dade County by the Inter-American Center Authority and the lands transferred pursuant to this act, be used for other than public purposes. However, the portion of "the Graves tract" owned by the City of North Miami on the effective date of this act shall not be subject to such public purpose use restriction and may be used for any purpose in accordance with local building and zoning regulations.

(b) Notwithstanding any provision of paragraph (a) or any other law to the contrary, the Board of Trustees of the Internal Improvement Trust Fund shall sell as soon as feasible that portion of "the Graves tract" described in this paragraph as set forth with particularity in s. 1, ch. 85-201, Laws of Florida. The purchase price for the conveyances of land specified in this paragraph shall be not less than the appraised value of such lands determined in accordance with the appraisal procedures set forth in s. 253.025(7). The proceeds derived from such sale shall be used to purchase lands within "the Graves tract" owned by the City of North Miami and designated by the city for purchase by the board of trustees. The purchase price for such purchase shall be determined in accordance with the provisions of s. 253.025. Alternatively, and at the option of the board of trustees, the board of trustees shall exchange the lands described above for an equivalently valued portion of lands within "the Graves tract" owned by the City of North Miami.

(4) The Board of Trustees of the Internal Improvement Trust Fund may lease to Dade County approximately 300 acres of land and approximately 90 acres of abutting lagoon and waterways, designated as the Pri-

mary Development Area, and may also transfer to Dade County all or any part of the plans, drawings, maps, etc., of the Inter-American Center Authority existing at the date of transfer, provided Dade County:

(a) Assumes responsibilities of the following agreements:

1. That certain agreement entered into on June 12, 1972, between the City of Miami and Inter-American Center Authority whereby the authority agreed to repurchase, with revenues derived from the net operating revenue of the project developed on the leased lands after expenses and debt service requirements, the approximately 93 acres of lands previously deeded to the City of Miami as security for repayment of the \$8,500,000 owed by the authority to the City of Miami. Title to the land repurchased pursuant to the provisions of this subsection shall be conveyed to the State of Florida.

2. Those certain rights granted to the City of North Miami pursuant to the provisions of 's. 554.29(1)(a) and 's. 554.30 obligating the authority to issue a revenue bond to the City of North Miami, containing provisions to be determined by Dade County, to be repaid from all ad valorem taxes, occupational license fees, franchise taxes, utility taxes, and cigarette taxes which would have accrued to the authority or the City of North Miami by nature of property owned by the authority having been in the City of North Miami and from the excess revenue after operating expenses, development cost and debt service requirements, of the project developed on the leased lands.

(b) Develops a plan for the use of the land that meets the approval of the Board of Trustees of the Internal Improvement Trust Fund or that meets the following purposes heretofore authorized:

1. To provide a permanent international center which will serve as a meeting ground for the governments and industries of the Western Hemisphere and of other areas of the world.

2. To facilitate broad and continuous exchanges of ideas, persons, and products through cultural, educational, and other exchanges.

3. By appropriate means, to promote mutual understanding between the peoples of the Western Hemisphere and to strengthen the ties which unite the United States with other nations of the free world.

Any property leased under this subsection shall not be leased for less than fair market value.

History.—ss. 2, 3 & 7, s. ch. 75-131; s. 1, ch. 85-201; s. 1, ch. 87-293.

Note.—All sections of ch. 854 were repealed by s. 1, ch. 75-131.

Note.—The words "this act" as appearing here were enacted by s. 5, ch. 75-131.

Note.—The words "this act" as appearing here were enacted by s. 1, ch. 87-293, effective July 8, 1987.

Note.—The words "in this paragraph as set forth with particularity in s. 1, ch. 85-201, Laws of Florida" were substituted for the words "as follows" and the words concerning the particular areas and bounds land description set forth in s. 1, ch. 85-201, because of the potentially limited use of the particular description.

253.034 State-owned lands; uses.—

(1) As used in this section, the following phrases have the following meanings:

(a) "Multiple use" means the harmonious and coordinated management of timber, recreation, wildlife, forage, archaeological and historic sites, or water resources so that they are utilized in the combination that will best serve the people of the state, making the most

the disposal of such lands shall be placed in the Conservation and Recreation Lands Trust Fund.

(6) This section shall not be construed so as to affect:

(a) Other provisions of this chapter relating to oil, gas, or mineral resources.

(b) The exclusive use of state-owned land subject to a lease authorized and executed by the Board of Trustees of the Internal Improvement Trust Fund leasing state-owned land for private uses and purposes.

(c) Sovereignty lands not leased for private uses and purposes.

History.—s. 2, ch. 80-280; s. 167, ch. 81-259; s. 1, ch. 82-36; s. 3, ch. 83-222; s. 2, ch. 84-84; s. 4, ch. 84-187

Note.—Repealed effective October 1, 1990, by s. 2, ch. 84-84, and scheduled for review pursuant to s. 11.511 in advance of that date.

cf.—s. 158.705 Leases to research and development authorities.

253.037 Use of state-owned land for correctional facilities.—

(1) The Department of Natural Resources shall review, identify, and secure state-owned lands which may be used for correctional facilities subject to determination by the Department of Corrections of where sites are needed and their appropriateness for use as prisons or other correctional facilities.

(2) Notwithstanding the provisions of s. 253.025, the Board of Trustees of the Internal Improvement Trust Fund may purchase federal surplus lands for use as sites for correctional facilities, using federal land purchasing procedures, regulations, and requirements.

(3) The Auditor General is directed to conduct performance audits of any purchases made pursuant to the provisions of subsection (2).

History.—s. 20, ch. 83-131.

253.04 Duty of board to protect, etc., state lands; state may join in any action brought.—

(1) The Board of Trustees of the Internal Improvement Trust Fund may police; protect; conserve; improve; and prevent trespass, damage, or depredation upon the lands and the products thereof, on or under the same, owned by the state as set forth in s. 253.03. The board may bring in the name of the board all suits in ejectment, suits for damage, and suits in trespass which in the judgment of the board may be necessary to the full protection and conservation of such lands, or it may take such other action or do such other things as may in its judgment be necessary for the full protection and conservation of such lands; and the state may join with the board in any action or suit, or take part in any proceeding, when it may deem necessary, in the name of this state through the Department of Legal Affairs.

(2) In lieu of seeking monetary damages pursuant to subsection (1) against any person or the agent of any person who has been found to have willfully damaged lands of the state, the ownership or boundaries of which have been established by the state, or willfully damaged or removed products thereof in violation of state or federal law or to have knowingly refused to comply with or willfully violated the provisions of this chapter, the board may impose a fine for each offense in an amount up to \$10,000 to be fixed by rule and imposed and collected by the board in accordance with the provisions of chapter 120. Each day during any portion of which such viola-

tion occurs constitutes a separate offense. This subsection does not apply to any act or omission which is currently subject to litigation wherein the state or any agency of the state is a party as of October 1, 1984, or to any person who holds such lands under color of title. Nothing contained herein impairs the rights of any person to obtain a judicial determination in a court of competent jurisdiction of such person's interest in lands that are the subject of a claim or proceeding by the department under this subsection.

(3) Whenever any person or the agent of any person knowingly refuses to comply with or willfully violates any of the provisions of this chapter so that such person causes damage to the lands of the state or products thereof, including removal of those products, such violator is liable for such damage. Whenever two or more persons or their agents cause damage, and if such damage is indivisible, each violator is jointly and severally liable for such damage; however, if such damage is divisible and may be attributed to a particular violator or violators, each violator is liable only for that damage and subject to the fine attributable to his violation.

(4) All fines imposed hereunder and damages awarded are a lien upon the real and personal property of the violator or violators, enforceable by the Department of Natural Resources as are statutory liens under chapter 85.

(5) All moneys collected pursuant to fines imposed or damages awarded shall be deposited into the Internal Improvement Trust Fund created by s. 253.01 and used for the purposes defined in that section.

History.—s. 2, ch. 15642, 1931; CGL 1936 Supp. 1446(14); s. 11, ch. 25025, 1948; s. 2, ch. 61-118; ss. 11, 27, 33, ch. 60-106; s. 11, ch. 84-79.

253.05 Prosecuting officers to assist in protecting state lands.—State attorneys, other prosecuting officers of the state or county, wildlife officers of the Florida Game and Fresh Water Fish Commission, conservation officers, together with the executive director of the Department of Natural Resources, and county sheriffs and their deputies shall see that the lands owned by the state, as described in ss. 253.01 and 253.03, shall not be the object of damage, trespass, depredation, or unlawful use by any person. The said officers and their deputies shall, upon information that unlawful use is being made of state lands, report the same, together with the information in their possession relating thereto, to the Board of Trustees of the Internal Improvement Trust Fund and shall cooperate with the said board in carrying out the purposes of ss. 253.01-253.04 and this section. State attorneys and other prosecuting officers of the state or any county, upon request of the Governor or Board of Trustees of the Internal Improvement Trust Fund, shall institute and maintain such legal proceedings as may be necessary to carry out the purpose of said sections.

History.—s. 3, ch. 15642, 1931; CGL 1936 Supp. 1446(15); s. 2, ch. 61-118; ss. 27, 33, ch. 60-106; s. 1, ch. 70-117.

cf.—ch. 27 State Attorneys, Subd. ch. 30 Sheriffs, Subd.

253.111 Notice to board of county commissioners before sale.—The Board of Trustees of the Internal Improvement Trust Fund of the state may not sell or convey any land to which they hold title unless and until they

judicious use of the land for some or all of these resources and giving consideration to the relative values of the various resources.

(b) "Single use" means management for one particular purpose to the exclusion of all other purposes, except that the using agency shall have the option of including in its management program compatible secondary purposes which will not detract from or interfere with the primary management purpose. Such single uses may include, but are not necessarily restricted to, the use of agricultural lands for production of food and livestock, the use of improved sites and grounds for institutional purposes, and the use of lands for parks, preserves, wildlife management, archaeological or historic sites, or wilderness areas where the maintenance of essentially natural conditions is important. All submerged lands shall be considered single-use lands and shall be managed primarily for the maintenance of essentially natural conditions, the propagation of fish and wildlife, and public recreation, including hunting and fishing where deemed appropriate by the managing agency.

(2) All lands owned by the Board of Trustees of the Internal Improvement Trust Fund shall be managed in a manner that will provide the greatest combination of benefits to the people of the state. All such lands not designated in the land-management plan required by subsection (4) for a specific single use shall receive multiple-use management.

(3) No management agreement, lease, or other instrument authorizing the use of lands owned by the Board of Trustees of the Internal Improvement Trust Fund shall be executed for a period greater than is necessary to provide for the reasonable use of the land for the existing or planned life cycle or amortization of the improvements. An agency managing or leasing state-owned lands from the Board of Trustees of the Internal Improvement Trust Fund may not sublease such lands without prior review by the division and by the Land Management Advisory Committee created in s. 253.022 and approval by the board. The Land Management Advisory Committee is not required to review subleases of parcels which are less than 160 acres in size.

(4) Each state agency managing lands owned by the Board of Trustees of the Internal Improvement Trust Fund shall submit to the Division of State Lands a land-management plan no later than July 1, 1984, and at least every 5 years thereafter, in a form and manner prescribed by rule by the board no later than January 1, 1984. All management plans, whether for single-use or multiple-use properties, shall specifically describe how the managing agency plans to identify, locate, protect and preserve, or otherwise use fragile nonrenewable resources, such as archaeological and historic sites, as well as other fragile resources, including endangered plant and animal species. Land-management plans submitted by an agency shall include reference to appropriate statutory authority for such use or uses and shall conform to the appropriate policies and guidelines of the state land-management plan.

(a) The Division of State Lands shall submit a copy of each land-management plan for parcels which exceed 160 acres in size to each member of the Land Management Advisory Committee. The committee shall,

within 60 days after receiving a plan from the division, review each plan for compliance with the requirements of this subsection and with the requirements of the rules established by the board pursuant to this subsection. The committee shall also consider the propriety of the recommendations of the managing agency with regard to the future use of the property, the protection of fragile or nonrenewable resources, the potential for alternative or multiple uses not recognized by the managing agency, and the possibility of disposal of the property by the board. After its review, the committee shall submit the plan, along with its recommendations and comments, to the board. The committee shall specifically recommend to the board whether to approve the plan as submitted, approve the plan with modifications, or reject the plan.

(b) The Board of Trustees of the Internal Improvement Trust Fund shall consider the land-management plan submitted by each state agency and the recommendations of the Land Management Advisory Committee and the Division of State Lands and shall approve the plan with or without modification or reject such plan. The use or possession of any such lands which is not in accordance with an approved land-management plan is subject to termination by the board.

(5) The Board of Trustees of the Internal Improvement Trust Fund shall determine which lands, the title to which is vested in the board, are of no benefit to the public and shall dispose of such lands pursuant to law.

(a) No later than July 1, 1984, and at least every 5 years thereafter, in a form and manner prescribed by rule by the board, each state agency shall indicate to the board those lands which the agency manages which are not being used for the purpose for which they were originally leased. Such lands shall be reviewed by the Land Management Advisory Committee for its recommendation as to whether such lands shall be disposed of by the board.

(b) Lands owned by the board which are not actively managed by any state agency or for which a land-management plan has not been completed pursuant to subsection (4) shall be reviewed by the Land Management Advisory Committee for its recommendation as to whether such lands shall be disposed of by the board.

(c) In reviewing lands owned by the board pursuant to paragraphs (a) and (b), the Land Management Advisory Committee shall consider whether such lands would be more appropriately owned or managed by the county or other unit of local government in which the land is located. The committee shall recommend to the board whether a sale, lease, or other conveyance to a local government would be in the best interests of the state and local government. The provisions of this paragraph in no way limit the provisions of ss. 253.111 and 253.115.

(d) After reviewing the recommendations of the Land Management Advisory Committee, the board shall determine whether lands identified in paragraphs (a) and (b) shall be held for other public purposes or whether such lands are of no benefit to the public. The board may require an agency to release its interest in such lands. Lands determined to be of no benefit to the public shall be disposed of pursuant to law. The proceeds from

APPENDIX C

Section 18-36 Brevard County Code

ARTICLE III. RECREATION DISTRICTS*

DIVISION 1. GENERALLY

Sec. 18-36. Authority to maintain county and district recreational facilities.

Brevard County is hereby authorized to establish and maintain county recreational areas and facilities within the county or the county is authorized to establish and maintain district recreational areas and facilities, which district recreational areas and facilities shall be within any commissioner's district in the county. Recreational areas and facilities shall include but not be limited to playgrounds, athletic fields for all types of sports, picnic grounds, camping grounds, open and wooded areas, boat ramps, docks, swimming beaches, lakes and ponds, artificial lakes and swimming pools. In order to effectuate the purpose of this division, the board of county commissioners of Brevard County is authorized to set up and adopt a plan or system by which the county or district recreational areas and facilities shall be governed, operated and controlled. (Sp. Acts, ch. 61-1909, §§ 1, 2, 5)

Sec. 18-37. Tax levy.

In order to improve the recreational areas, construct the facilities and secure the equipment necessary to carry out the intent and purpose of this division, the board of county commissioners, operating under the provisions of this division, may assess a tax not to exceed one-half mill on all the taxable property of the county, or the board of county commissioners is authorized to levy a tax on all the taxable property in the district not to exceed one-half mill if the county should choose to operate hereunder by establishing district recreational areas and facilities in lieu of county recreational areas and facilities. (Sp. Acts, ch. 61-1909, § 3)

Cross reference—Annual financial statement to be filed, §§ 1-8—1-10.

State law reference—Power to levy and collect taxes and special assessments, F.S. § 125.01(1)(r).

**Cross reference*—Special districts, app. A.

APPENDIX D
Section 18-39 Brevard County Code

Sec. 18-38. Bonds.

The board of county commissioners may issue bonds in an amount determined by the board to be necessary for the purpose of financing the cost of constructing recreational facilities. The bonds shall mature at such time not exceeding thirty (30) years from the date of issuance and shall bear a rate of interest not exceeding six (6) per cent per annum. The board shall determine the form of such bonds, the manner of executions, the denomination thereof and the place of payment. (Sp. Acts, ch. 61-1909, § 4)

Sec. 18-39. Acquisition of lands by purchase, gift or eminent domain.

Brevard County, acting by and through its board of county commissioners, is hereby authorized to acquire lands in Brevard County by purchase, gift or by the exercise of the power of eminent domain, wherever it is deemed by the board of county commissioners of Brevard County that it is to the best interests of the county and of the general public that the lands to be purchased or condemned will serve a public purpose and use and that it is to the best interests of the county and the public that title to said lands be acquired in the name of the county to be used for such purpose or purposes. (Sp. Acts 1945, ch. 23193, § 1)

Sec. 18-40. Same—Resolution; procedure in eminent domain.

Before title to any lands sought to be acquired by purchase or by the right of eminent domain is vested in the county, the board of county commissioners of Brevard County shall adopt its resolution authorizing the county of Brevard to secure title to the lands sought to be purchased or condemned, which resolution shall specifically describe the lands sought to be purchased or title thereto acquired by the exercise of the power of eminent domain, which resolution shall also state that title to said lands is to be vested in Brevard County and that such lands are to be used by the public for playgrounds and recreational centers and for other recreational purposes; provided, however, in all

APPENDIX E

Florida Administrative Rule 18-4

CHAPTER 18-4
LAND MANAGEMENT ADVISORY
COMMITTEE

18-4.001	Intent.
18-4.002	Scope and Effective Date.
18-4.003	Definitions.
18-4.004	Land Management Advisory Committee Composition and Procedures.
18-4.005	Land Management Advisory Committee Responsibilities and Procedures.
18-4.006	Agency Duties.
18-4.007	Management Plans.
18-4.008	Policies, Standards, and Criteria.
18-4.009	Sublease Reviews.
18-4.010	Surplus Land Determination.

18-4.001 Intent. The intent and purpose of this rule is to:

(1) Aid in fulfilling the trust and fiduciary responsibilities of the Board of Trustees of the Internal Improvement Trust Fund for the administration, management, and disposition of State-owned lands;

(2) Establish operating procedures and responsibilities of the Land Management Advisory Committee pursuant to Section 253.034(4), F. S.;

(3) Insure maximum protection, benefit and use of State lands for all of the citizens of Florida;

(4) Insure that all activities on State lands, which generate revenues or exclude public uses provide just compensation for such privileges; and

(5) Aid in the implementation of the State Lands Management Plan.

Specific Authority 253.03(7) FS. Law Implemented 253.03, 253.022, 253.034 FS. History—New 6-84, Formerly 16Q-23.01, Transferred from 16Q-23.001.

18-4.002 Scope and Effective Date. These rules will implement the administrative and management responsibilities of the committee regarding State lands and outline the management plan and sublease requirements for agencies managing State lands. These rules are considered cumulative; therefore, a person or an agency developing management plans and subleases should consult other applicable department rules (Chapter 18-21, F. A. C. and others).

Specific Authority 253.03(7), 253.034(4), (5) FS. Law Implemented 253.03(7), 253.034(4), (5) FS. History—New 6-84, Formerly 16Q-23.02, Transferred from 16Q-23.002.

18-4.003 Definitions.

(1) "Agency" means an official, officer, commission, authority, council, committee, department, division, bureau, board, section, or another unit or entity of government.

(2) "Board" means the Board of Trustees of the Internal Improvement Trust Fund.

(3) "Committee" means the Land Management Advisory Committee pursuant to Section 253.034, F. S.

(4) "Conveyance" means an instrument or

transfer of title of land from one party to another.

(5) "Cooperating agency" means an agency which, as party to a management agreement/multiple agency lease has designated management responsibilities to be carried out under the guidance of the lead agency.

(6) "Cooperative management" means single or multiple use management by more than one agency so that each utilizes its particular expertise in order to achieve a particular management goal.

(7) "Department" means the State of Florida Department of Natural Resources.

(8) "Division" means the Division of State Lands which performs all staff duties and functions related to the administration of lands, title to which is or will be vested in the Board, pursuant to Section 253.02, F. S.

(9) "Lead agency" means that agency designated by the Board as being responsible for coordinating the development of a management plan for a cooperative management area with input from cooperating agencies pursuant to the terms of the management agreement/multiple agency lease.

(10) "Lease" means an interest in lands designated by a contract creating a landlord-tenant relationship between the Board as landlord and the applicant as tenant whereby the Board grants and transfers to the agency the exclusive use, possession, and control of certain specified lands, for a determinate number of years, with conditions attached. On those properties which considerable capital improvements are to be made, the term of a lease shall be limited to the expected amortization or life cycle of the improvements.

(11) "Management agreement/multiple agency lease" means the legal instrument by which the management purpose(s) of a property and the responsibilities of each managing party are delineated in a cooperative management situation. It is a contractual agreement between the Board and one or more agencies which does not create an interest in real property but merely authorizes conduct of certain management activities on lands owned by the Board.

(12) "Multiple use" means management for two or more primary purposes in order to insure that the greatest possible combination of public benefits are derived from the use of State lands. These uses may include, but are not limited to management for: timber, wildlife habitat, forage, open space, recreation, public facilities, archaeological and historic sites, or water resources. Individual resources in multiple use management areas may be managed at less than full potential in order to provide the most beneficial combination of uses.

(13) "Plan" means a management plan as required by Section 253.034, F. S.

(14) "Release" means the relinquishment, concession, or giving up of a right, claim, or privilege, by the party in whom it exists or to whom it accrues.

(15) "Single use" means management for one primary purpose. Single use properties may be managed for compatible secondary uses as long as

those uses do not interfere or detract from the designated primary purpose. Single use properties will most often be managed by a single agency but may be placed under cooperative management if the expertise of two or more agencies is required to carry out the primary purpose.

(16) "Sole management" means management by one agency on a single or multiple use management tract.

(17) "State land" as used in this rule means land to which the title is vested in the Board.

(18) "Sublease" means a lesser than leasehold interest in lands executed by the lessee to a third party for a definite time period with specific conditions attached.

(19) "Surplus lands" means lands which are not needed by any State agency, and are recommended for disposal, pursuant to Rule 18-4.010.

Specific Authority 253.03(7) FS. Law Implemented 253.022, 253.034 FS. History—New 4-4-84, Formerly 16Q-23.03, Transferred from 16Q-23.003.

18-4.004 Land Management Advisory Committee Composition and Procedures.

(1) The committee shall be composed of the following persons or their designees:

- (a) The Executive Director of the Department of Natural Resources;
- (b) The Commissioner of the Department of Agriculture and Consumer Services;
- (c) The Secretary of State;
- (d) The Executive Director of the Game and Fresh Water Fish Commission;
- (e) The Secretary of the Department of Environmental Regulation;
- (f) The Secretary of the Department of Corrections;
- (g) The Commissioner of the Department of Education.

(2) The Chairmanship of the committee shall rotate annually on October 1 of each year in the order listed above as set forth in Section 253.034, F. S.

(3) The committee shall hold periodic meetings at the request of the chairman. The meetings shall be recorded electronically and such records shall be preserved pursuant to Chapters 119 and 267, F. S. *Specific Authority 253.03(7) FS. Law Implemented 253.022(1), (2) FS. History—New 4-4-84, Formerly 16Q-23.04, Transferred from 16Q-23.004.*

18-4.005 Land Management Advisory Committee Responsibilities and Procedures.

(1) The responsibilities of the committee shall include:

(a) Reviewing each plan or sublease over 160 acres, and each surplus land determination within 60 days after receipt from the division.

(b) Considering the propriety of the agency's recommendations regarding the future use of the land, protection of fragile and non-renewable resources, maintenance and use of renewable resources.

(c) Identifying the potential for alternative or multiple uses not recognized by the managing agency.

(d) Identifying lands surplus to the agency's need which could be used by or reserved for other agency use or disposed of as surplus.

(e) Considering whether lands would be more appropriately owned or managed by a county or other local government and whether a sale, lease, or other conveyance would be in the interests of the State and local government.

(2) The procedures of the committee shall include:

(a) All management plans and subleases for areas over 160 acres in size, and all surplus land determinations shall be reviewed by the committee prior to submittal to the Board. Utilizing the policies, standards, and criteria of Rule 18-4.008, the committee shall specifically recommend to the Board whether to approve, approve with modifications, or reject a management plan, sublease, or surplus lands determination.

(b) Management plans and subleases for areas less than 160 acres in size, may at the request of three (3) or more committee members, be submitted to the committee for review and recommendations.

(c) A recommendation to the Board on management plans, subleases and surplus land designations by the committee shall be by the concurrence of at least four (4) members.

(d) The use of State-owned land in a manner which is inconsistent with the existing lease or the approved land management plan, shall cause the lease to be subject to termination by the Board. The committee shall recommend to the Board when such uses are not in accordance with the approved management plan or lease/agreement.

Specific Authority 253.03(7), 253.034(4), (5) FS. Law Implemented 253.022(1), 253.034(3), (4), (5) FS. History—New 4-4-84, Formerly 16Q-23.05, Transferred from 16Q-23.005.

18-4.006 Agency Duties.

(1) Primary staff support for the committee shall be provided by the division, including the recording functions listed in paragraph (3) of Rule 18-4.004.

(2) The managing agency should be prepared to respond to any inquiries or issues.

(3) The managing agency shall prepare executive summaries which highlight important management focus, issues, or problems, and any public input which went into developing the plan or sublease.

Specific Authority 253.03(7) FS. Law Implemented 253.022(2), 253.034(4) FS. History—New 4-4-84, Formerly 16Q-23.06, Transferred from 16Q-23.006.

18-4.007 Management Plans. Plans submitted to the division for committee review under the requirements of Section 253.034, F. S., should contain, where applicable to the management of resources, the following:

(1) The common name of the property.

(2) A map showing the location and boundaries of the property plus any structures or improvements on the property.

(3) The legal description and acreage of the property.

- (4) The degree of title interest held by the Board, including reservations and encumbrances such as leases.
- (5) The land acquisition program (e.g., C. A. R. L., E. E. L., Save Our Coast), if any, under which the property was acquired.
- (6) The designated single use or multiple use management for the property, including other managing agencies.
- (7) Proximity of property to other significant State, local, or federal land or water resources.
- (8) A statement as to whether the property is within an aquatic preserve or a designated area of critical State concern or an area under study for such designation.
- (9) The location and description of known and reasonably identifiable renewable and non-renewable resources of the property including, but not limited to, the following:
- Brief description of soil types, using U. S. D. A. maps when available;
 - Archaeological and historical resources;
 - Water resources including the water quality classification for each water body and the identification of any such water body that is designated as an Outstanding Florida Water;
 - Fish and wildlife and their habitat;
 - State and federally listed endangered or threatened species and their habitat;
 - Beaches and dunes;
 - Swamps, marshes and other wetlands;
 - Mineral resources, such as oil, gas and phosphate;
 - Unique natural features, such as coral reefs, natural springs, caverns, large sinkholes, virgin timber stands, scenic vistas, and natural rivers and streams; and
 - Outstanding native landscapes containing relatively unaltered flora, fauna, and geological conditions.
- (10) A description of actions the agency plans, to locate and identify unknown resources such as surveys of unknown archaeological and historical resources.
- (11) The identification of resources on the property that are listed in the Natural Area Inventory.
- (12) A description of past uses, including any unauthorized uses of the property.
- (13) A detailed description of existing and planned use(s) of the property.
- (14) A description of alternative or multiple uses of the property considered by the managing agency and an explanation of why such uses were not adopted.
- (15) A detailed assessment of the impact of planned uses on the renewable and non-renewable resources of the property and a detailed description of the specific actions that will be taken to protect, enhance and conserve these resources and to mitigate damage caused by such uses.
- (16) A description of management needs and problems for the property.
- (17) Identification of adjacent land uses that conflict with the planned use of the property, if any.
- (18) A description of legislative or executive directives that constrain the use of such property.
- (19) A finding regarding whether each planned use complies with the State Lands Management Plan, particularly whether such uses represent "balanced public utilization", specific agency statutory authority, and other legislative or executive constraints.
- (20) An assessment as to whether the property, or any portion, should be declared surplus.
- (21) Identification of other parcels of land within or immediately adjacent to the property that should be purchased because they are essential to management of the property.
- (22) A description of the management responsibilities of each agency and how such responsibilities will be coordinated, including a provision that requires that the managing agency consult with the Division of Archives, History and Records Management before taking actions that may adversely affect archaeological or historic resources.
- (23) A statement concerning the extent of public involvement and local government participation in the development of the plan, if any, including a summary of comments and concerns expressed.

Specific Authority 253.03(7), 253.034(4), (5) FS. Law Implemented 253.034(4) FS. History—New 4-84, Formerly 16Q-23.07, Transferred from 16Q-23.007.

18-4.008 Policies, Standards, and Criteria.

The following management policies, standards, and criteria will be used by the committee to determine whether to recommend approval, approval with conditions or modifications, or to reject any agency management plan, sublease or surplus land determination.

(1) The policies, standards, and criteria that are enumerated in the "Upland Management Rules of the Department of Natural Resources".

(2) The policies, standards, and criteria that are enumerated in the "Sovereignty Submerged Lands Management Rules of the Department of Natural Resources", Chapter 18-21, F. A. C.

(3) The policies, standards, and criteria that are enumerated in the "State Lands Management Plan", adopted March 17, 1981, by the Board.

Specific Authority 253.03(7), 253.034(4) FS. Law Implemented 253.034(3), (4), (5) FS. History—New 4-84, Formerly 16Q-23.08, Transferred from 16Q-23.008.

18-4.009 Sublease Reviews.

(1) An agency managing or leasing State-owned lands from the Board shall not sublease lands without prior review by the division and subsequent approval by the Board. Subleases for areas greater than 160 acres in size shall be reviewed by the committee prior to submittal to the Board.

(2) All sublease requests shall be made pursuant to applicable laws and rules governing the leasing and subleasing of State-owned lands.

(3) Subleases submitted to the division for

APPENDIX F

Brevard County Resolution - September 6, 1984

SEP 06 1984

Motion by Comm. Wickham, seconded by Comm. Roberts to adopt the following:

RESOLUTION

A RESOLUTION AUTHORIZING THE LEVY OF AN AD VALOREM TAX ON ALL TAXABLE PROPERTY AT A RATE NOT EXCEEDING ONE-HALF OF ONE MILL FOR NOT IN EXCESS OF TWENTY YEARS AND THE ISSUANCE OF NOT EXCEEDING \$30,000,000.00 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS BEARING INTEREST AT THE MAXIMUM LEGAL RATE AT TIME OF RATE AND PAYABLE FROM SUCH AD VALOREM TAXES FOR FINANCING THE ACQUISITION AND PRESERVATION OR IMPROVEMENT OF OCEANFRONT AND RIVERFRONT PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY OF THIS RESOLUTION. This resolution is adopted pursuant to Chapter 125, Florida Statutes, Chapter 130, Florida Statutes, and other applicable provisions of law.

SECTION 2. AUTHORIZATION OF BONDS. Subject and pursuant to the provisions hereof, general obligation bonds of the County of Brevard, Florida (herein called "County") are authorized to be issued in the aggregate principal amount of not exceeding Thirty Million Dollars (\$30,000,000.00) to finance the cost of the purposes described in Section 3 hereof. The moneys received from the issuance of such general obligation bonds will be used for such purposes and for the benefit of the County. Such general obligation bonds shall be payable from ad valorem taxes levied at a rate not exceeding one-half (½) of one mill on all taxable property in the County. None of such bonds shall be issued for a longer term than twenty (20) years from their date of issuance and such bonds shall bear interest at such rate or rates not exceeding the maximum rate permitted by law at the time of the sale of the bonds.

SECTION 3. BOND ELECTION. A bond election of the qualified electors residing in the county is hereby called to be held on November 6, 1984, to determine whether or not the issuance of such general obligation bonds in an aggregate amount of not exceeding Thirty Million Dollars (\$30,000,000.00) shall be approved by such

SEP 06 1984

qualified electors to finance the cost of the acquisition and preservation or improvement of oceanfront and riverfront property located in Brevard County, Florida.

Such purpose described above shall also include other purposes appurtenant, necessary or incidental thereto.

All qualified electors residing in the County shall be entitled and permitted to vote in such bond election.

The polls will be open at the voting places from seven (7) o'clock A.M. until seven (7) o'clock P.M. on the same day.

SECTION 4. PLACES OF VOTING. The places of voting and the Inspectors and Clerks for the polling places for the bond election shall be the same places and persons as for the general election to be held on the same date.

SECTION 5. OFFICIAL BALLOT. The form of ballot to be used shall be in substantially the following form:

OFFICIAL BALLOT
COUNTY OF BREVARD, FLORIDA
BOND ELECTION - November 6, 1984

PROPOSITION NO. 1

REFERENDUM TO DETERMINE WHETHER TO PURCHASE AND PRESERVE OCEANFRONT AND RIVERFRONT PROPERTY FOR PUBLIC USE.

Shall Brevard County be authorized to levy ad valorem taxes on all taxable property at a rate not exceeding one-half of one mill for not in excess of twenty years and to issue not exceeding \$30,000,000.00 principal amount of general obligation bonds bearing interest at the maximum legal rate at time of sale and payable from such ad valorem taxes for financing the acquisition and preservation or improvement of oceanfront and riverfront property.

Instructions to Voters: Yes - For Approval of Bonds.
 No - Against Approval of Bonds.

SECTION 6. ABSENTEE VOTING. The form of ballot to be used in the election for absentee voters shall be substantially the form provided in Section 5 above.

SEP 08 1984

SECTION 7. PRINTING OF BALLOTS. The Supervisor of Elections of Brevard County is authorized and directed to have printed on plain white paper a sufficient number of the aforesaid ballots for use of absentee electors entitled to cast such ballots in such bond election, and shall also have printed sample ballots and deliver them to the Inspectors and Clerks on or before the date and time for the opening of the polls for such bond election for the voting places; and further is authorized and directed to make appropriate arrangements for the conduct of the election at the polling places specified.

SECTION 8. ELECTION PROCEDURE. The bond election shall be held and conducted in the manner prescribed by law for holding general elections in the County. The Inspectors and Clerks at each polling place shall prepare and file returns of such bond election and shall deliver the same to the Board of County Commissioners. Such returns shall show the number of qualified electors who voted at such bond election on the proposition and the number of votes cast respectively for and against approval of the proposition. The returns shall as soon as practicable be canvassed by the Board of County Commissioners.

SECTION 9. ELECTION RESULTS. If a majority of the votes cast at such election in respect to any proposition or group of such general obligation bonds shall be "yes" votes or "For Approval of Bonds", such proposition or group of bonds shall be approved, and then the particular bonds, the issuance of which shall be thereby approved, shall be issued as hereafter provided by the County. The rejection at such election of the proposition or group of bonds proposed by this Resolution to be issued shall not prevent the approval of any other proposition or group of bonds proposed by any other resolution to be issued and placed on said ballot; and any one of such propositions or groups of bonds which may be so approved shall be issued as hereafter provided by the County.

SEP 06 1984

SECTION 10. NOTICE OF BOND ELECTION. This resolution shall be published in full as part of the notice of such bond election, together with an appropriate caption in such form as the County Clerk shall determine, in the Today, a newspaper published and of general circulation in the County, once each week for four (4) consecutive weeks, the first publication to be not less than thirty (30) days prior to the date of such bond election.

SECTION 11. SEVERABILITY. In the event that any word, phrase, clause, sentence or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, phrase, sentence or paragraph hereof.

SECTION 12. REPEALING CLAUSE. All ordinances or resolutions in conflict or inconsistent herewith hereby are repealed, insofar as there is conflict or inconsistency.

SECTION 13. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DONE AND ADOPTED in regular session this 6th day of September, 1984.

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: Val P. Steele

Val P. Steele, Chairman

ATTEST:

R. C. Winstead, Jr.
R. C. Winstead, Jr., Clerk

RLN:jh
9/6/84

APPENDIX G

Brevard County Resolution - June 25, 1985

JUN 25 1985

Motion by Comm. Deratany, seconded by Comm. Roberts, to adopt the following:

RESOLUTION

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE DEPARTMENT OF NATURAL RESOURCES, DIVISION OF RECREATION AND PARKS, STATE OF FLORIDA, FOR A GRANT UNDER THE SAVE OUR COAST PROGRAM.

WHEREAS, the State of Florida, through the Department of Natural Resources, provides financial assistance to public bodies that are incorporated, chartered, or otherwise declared a legally constituted political subdivision or agency of the State of Florida, for the purpose of acquiring and/or developing public recreation resources and facilities; and

WHEREAS, Brevard County has been designated as a legal subdivision of the State of Florida; and

WHEREAS, in September, 1981, an executive order called for emphasizing coastal barrier lands in land acquisition programs, for discriminate application of state and federal development grants to discourage unwise coastal development, and for encouraging greater circumspection in local management of coastal growth; and

WHEREAS, Brevard County wishes to acquire oceanfront property for purposes of providing beach access to the general public; and

WHEREAS, the continued acquisition of oceanfront property will promote and enhance the goals set forth in the "Criteria and Standards for Beach and Riverfront Land Acquisition" and the "Recreation and Open Space Element of the Brevard County Comprehensive Plan"; and

WHEREAS, the 1981 "State Comprehensive Outdoor Recreation Plan" and "1983 Action Program Update" reinforce the need for additional resource-based oceanfront property and related recreational facilities for use by the general public; and

WHEREAS, Brevard County maintains Recreational Advisory Boards for each County Commission District that provide an ongoing program of public participation which encourages involvement by all segments of the local population; and

WHEREAS, Brevard County maintains a Beaches and Riverfront Acquisition Study Group to receive public input and help to prioritize beachfront parcels to be acquisitioned; and

WHEREAS, Brevard County has identified oceanfront parcels, as specified in the attached list, for acquisition; and

JUN 25 1985

-2-

WHEREAS, the oceanfront property proposed for acquisition will provide needed additional oceanfront access and that its continued use will remain for recreational purposes in perpetuity; and

WHEREAS, Brevard County is in a fiscally and legally responsible position to comply with program requirements; and

WHEREAS, James Ford, Coordinator, Brevard County Development Services Division, has been designated to serve as liaison officer for the project.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Brevard county, Florida does hereby request financial assistance from, and authorizes the application with the Department of Natural Resources, Division of Recreation and Parks, State of Florida, for a grant under the Save Our Coast Program.

FURTHERMORE, Brevard County agrees to pay fifty (50%) of the purchase price of the identified oceanfront parcels as specified in the attached list.

DONE, ORDERED, AND ADOPTED, in regular session, this 25th day of June, 1985.

Attest:


R. C. Winstead, Jr., Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By 
Thad Altman, Chairman

APPENDIX H
Vegetation List

Vegetation List

Scientific Name

Common Name

TREES AND SHRUBS

Serenoa repens

Saw palmetto

HERBACEOUS PLANTS

Albizia lebeck

Cnidoscolus stimulosus

Helianthus debilis

Licania michauxii

Optunia sp.

Sesuvium portulacastrum

Yucca aloifolia

Mother-in-law tongue
Stinging nettle
Dune sunflower
Gopher apple
Prickly pear cactus
Sea purslane
Spanish bayonet

VINES

Canavalia rosea

Ipomoea pes-caprae

Beach bean
Railroad Vine

GRASSES, SEDGES, RUSHES

Panicum amarulum

Paspalum vaginatum

Uniola paniculata

Dune panic grass
Salt jointgrass
Sea Oats

APPENDIX I
Florida Natural Areas Inventory

FLORIDA NATURAL AREAS INVENTORY

254 East Sixth Avenue • Tallahassee, Florida 32303 • (904) 224-8207

November 17, 1988

Ms. Teresa Kramer
Environmental Site Design
909 East New Haven Avenue, Suite 206
Melbourne, FL 32901

Dear Ms. Kramer:

I apologize for the considerable delay in getting this information to you. Enclosed are the element occurrence records (EORs) currently in our database for the south Brevard County area. The TRS comments field on the printouts will give you more precise section information or additional townships, ranges, or sections for a particular occurrence if they cover more than one section. The records are sorted (clipped) by your site names.

The turtle records apply to all the sites. The EOR for *Cereus gracilis*, prickly-apple, is for Site G & 3 but may very well occur in the other sites and should be surveyed for. This record contains information which we consider sensitive. The EOR has been stamped "Data Sensitive". Please do not publish or release any locational information on this record without getting back with us. If you have any questions concerning any circulation of the information please talk to Deb White, our botanist, for further information.

I have included various excerpts on *Glandularia maritima*, *Rhyncosia cinerea* and *Cereus gracilis* and also short descriptions of some coastal natural communities. Also enclosed are CARL related materials for the Brevard Turtle Beaches project.

Also enclosed are our Field Forms (short version) for Special Animals and Special Plants. These forms are used by us for updating and adding new Element Occurrences (EOs) to our data base (please refer to the paragraph on the definition of element occurrence in the EOR explanation sheet). If you know of any new sites or have information on any of the elements on our lists we would appreciate any contribution you could make in getting the data into our database. For new information the field forms are best (just fill in as much as possible or applicable and attach a map). Many of our records are in need of updating. If you are in the area of any of our existing records (upon receipt of them), any update information you could provide would be helpful. This can be done directly on the EOR (or a copy). For example, if the EO data information (population information) is in need of modification you could mark through the previous data and add the more recent information. We have more-detailed staff field forms and these are available if you are interested.

Sheets explaining the printout fields, FNAI Global/State statuses, and legal Federal/State statuses are enclosed. Also included are lists of species and natural communities which we are concerned with, and their FNAI and legal statuses.

Teresa Kramer
November 17, 1988
Page Two

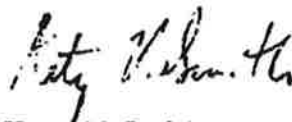
Our "element occurrence" list for Brevard County is enclosed. This list includes those records that we currently have in our computerized data base for the county. I want to emphasize that these lists will change as we update old records and add new records to the data base. As these records provide an incomplete county list of species of concern you may also wish to consult the FCREPA series (Florida Committee on Rare and Endangered Plants and Animals, Rare and Endangered Biota of Florida, University Presses of Florida).

I hope this information helps in your management plans for the parcels. Please let me know if you have any questions after filtering through this conglomeration of things or if you need further information.

The quantity and quality of data collected by the Florida Natural Areas Inventory are dependent on the research and observations of many individuals and organizations. In most cases, this information is not the result of comprehensive or site-specific field surveys; many natural areas in Florida have never been thoroughly surveyed. Records for new occurrences of plants and animals are continuously being added to the database and older occurrence records may change as new information is gathered. For these reasons, the FNAI cannot provide a definitive statement on the presence, absence, or condition of biological elements in any part of Florida. Florida Natural Areas Inventory reports summarize the existing information known to FNAI at the time of the request regarding the biological elements or locations in question. They should never be regarded as final statements on the elements or areas being considered, nor should they be substituted for on-site surveys required for environmental assessments.

Information provided by this data base may not be published without prior written notification to the Florida Natural Areas Inventory and FNAI must be credited as an information source in these publications. FNAI data may not be resold for profit.

Sincerely,



Katy NeSmith
Data Manager

encls.

(2808025),-15
2708085,-84

FLORIDA NATURAL AREAS INVENTORY

6/86

Element Occurrence Record *Explanation Sheet*

An element is any exemplary or rare component of the natural environment, such as a species, plant community, bird rookery, spring, sinkhole, cave or other ecological feature. An element occurrence (EO) represents the locational record of an element and is a single extant habitat which sustains or otherwise contributes to the survival of a population or a distinct, self-sustaining example of a particular natural community. The major function of the Florida Natural Areas Inventory is to define the state's elements of natural diversity, then collect locational information about where the elements occur throughout the state. The element occurrence record (EOR) is the form used to process and enter element occurrences into the computerized data base.

Scientific name: scientific name or other formal name for this element, only from FNAI element classification

Common name: common name of element, standardized for Florida

Last Observed Date: date element last observed at this site (e.g. 1982-09-26)

County Name: the two-letter abbreviation for the state, followed by first four letters of all county names; centroid/major county first

Quad Name: USGS names of all USGS 7.5 minute quads this EO is on, centroid quad first

Township and Range: township-range that EO centroid is in

Section: section that EO centroid is in

Precision: level of precision to which occurrence can be located on the quad map-- S=seconds (within ca. 250 ft. radius); M=minutes (within ca. 3/4 mi. radius); SC=confirmed S location; SO or MO=obscure S or M location, EO looked for but not found at mapped location; G=general, to quad or place name; U=unmappable.

Directions: how to get to EO from readily identifiable landmarks

General Description: general description of the setting for the EO

Element Occurrence Data: description of the setting for the EO

Managed Area Code: if EO is wholly or mostly on a managed area (MA), FNAI code for the smallest, most protected managed area EO is on

Owner: name of principal owner (private only) of principal tract

Owner Comments: comments about owner: address, intentions for land, etc.

Best Source: the single best source of information on this EO, preferably a person

Eo-code: unique alpha-numeric code for each element occurrence, FNAI staff use only

Data Sens: Y in this field if this occurrence is of an element for which locational information should not be given to general users for various reasons

FLORIDA NATURAL AREAS INVENTORY - ELEMENT OCCURRENCE RECORD

11/16/88

scientific name: CHELONIA MYDAS
common name: GREEN TURTLE

date last observed: 1980
county name: FLBREV
quad name: TROPIC, CAPE CANAVERAL, SEBASTIAN
township and range: 027S037E section: 13 precision: SC
town & range comments: T24S-T30S;R37E-R39E

directions: PORT CANAVERAL BARGE CANAL TO SEBASTIAN INLET,
ATLANTIC COAST BEACHES.

general descr.: 60 KM STRETCH OF ATLANTIC COASTAL BEACH.

EO data: NESTING BEACH. 1980: FL DNR OBSERVED 122 NESTS (2.0/
KM) DURING BIWEEKLY SURVEYS IN JULY ONLY; NESTS MAINLY
NEAR SOUTH END OF STRETCH.

managed area code: FLSRPRASEBA1
owner: FLA.DNR, DIV. REC. & PARKS
owner comments: SEBASTIAN INLET STATE RECREATION AREA
best source: EHRHART, LLEWELLYN M., DEPT. OF BIOLOGY,
UNIVERSITY OF CENTRAL FLORIDA, ORLANDO, FL
32084

eo-code: .012
margnum: 8
data sens:

FLORIDA NATURAL AREAS INVENTORY - ELEMENT OCCURRENCE RECORD

11/16/88

scientific name: CARETTA CARETTA
common name: LOGGERHEAD

date last observed: 1980
county name: FLBREV
quad name: TROPIC, CAPE CANAVERAL, SEBASTIAN
township and range: 027S037E section: 13 precision: SC
town & range comments: T24S-T30S;R37E-R39E

directions: PORT CANAVERAL BARGE CANAL TO SEBASTIAN INLET,
ATLANTIC COAST BEACHES.

general descr.: 60 KM STRETCH OF ATLANTIC COASTAL BEACH.

EO data: NESTING BEACH. 1980: EHRHART ESTIMATED 3933 NESTS
(66/KM). SITENAME INCORPORATES 3 AREAS LISTED IN
TABLE 5 OF 'A RECOVERY PLAN FOR MARINE TURTLES'.

managed area code: FLSRPRASEBA1
owner: FLA.DNR, DIV. REC. & PARKS
owner comments: SEBASTIAN INLET STATE RECREATION AREA
best source: EHRHART, LLEWELLYN M., DEPT. OF BIOLOGY,
UNIVERSITY OF CENTRAL FLORIDA, ORLANDO, FL
32084.

eo-code: .014
margnum: 7
data sens:

APPENDIX J

Cultural Resource Information

and

**Management Procedures for Archaeological and Historical
Site Properties on State Owned
or Controlled Lands**



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

DIVISION OF HISTORICAL RESOURCES

R.A. Gray Building
Tallahassee, Florida 32399-0250
(904) 488-1480

October 6, 1988

In Reply Refer To:

Ms. Teresa A. Kramer
Environmental Site Design
909 East New Haven Avenue, Suite 206
Melbourne, Florida 32901

Mr. Frederick P. Gaske
Hist. Presev. Planner
(904) 487-2333
Project File No. 882417

RE: Your Letter of September 8, 1988
Cultural Resource Information Request
Land Management Plans for Fifteen Brevard
County Beaches Save Our Coast (SOC) Tracts,
Brevard County, Florida

Dear Ms. Kramer:

In accordance with this agency's responsibilities under Chapter 253.77, Florida Statutes, we have reviewed the information contained in the Florida Master Site File to determine whether any archaeological or historical resources are recorded in the above referenced tracts and to also determine the potential for such resources, which are presently unrecorded, to be located within them.

Our review indicates that no archaeological or historic sites are recorded in the following tracts: Sites A through H, J, 1 (Indialantic Boardwalk), 2 (Conova Beach), and 4 (Mark's Landing). In addition, it is the opinion of this office that there is a low probability of significant, unrecorded sites being located in these tracts.

Fortuitous finds may occur in these tracts and our agency should be immediately notified if archaeological or historic remains are uncovered. Ground disturbing activities in the immediate vicinity of artifact finds should also be halted until the area can be investigated. However, archaeological and historical considerations will otherwise not be an issue in the management of these properties.

Two archaeological sites are recorded within the westernmost portion of the SOC project boundary for Site I. Site 8BR119 is defined as a possible prehistoric sand burial mound, while site 8BR120 has been tentatively defined as a prehistoric shell midden.

Ms. Kramer
October 6, 1988
Page Two

At Site 3 (Atlantic Shores), site 8BR112 is recorded within the northwestern corner of the tract. The Bayview Site is defined as a shell midden dating to the St. Johns period (700 B.C. - A.D. 1500).

No archaeological or historic sites are recorded in the Florida Master Site File for Site 5 (Coconut Point). However, the Brevard County Historical Society reports that there are two prehistoric shell middens located in this tract west of State Road A-1-A. They have also reported a suspected shell midden on the east side of State Road A-1-A on the south end of the tract.

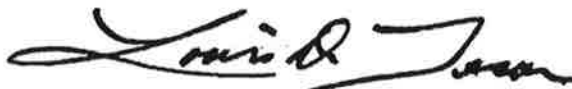
The lack of additional recorded archaeological sites in Sites 1, 3 and 5 is not considered meaningful since these tracts have never been subjected to a systematic, professional survey to locate such sites. The results of such surveys conducted in environmentally similar areas in Brevard County indicate that there is a high probability of other, potentially significant archaeological sites being present within those portions of the tracts located westward of State Road A-1-A.

It is, therefore, the recommendation of this agency that, prior to the initiation of any land clearing or ground disturbing activities, proposed project areas located in those portions of Sites 1, 3 and 5 westward of State Road A-1-A and in the southern portion east of State Road A-1-A in Site 5 be subjected to a systematic, professional archaeological survey. The purpose of this survey will be to locate and assess the significance of the cultural resources present. The resultant survey report must be forwarded to this agency in order to complete the process of reviewing the impact of proposed project activities on significant archaeological resources.

We have enclosed for your use a copy of "Management Procedures for Archaeological and Historic Sites and Properties on State-Owned or Controlled Lands." This document should be referred to where appropriate in your land management plans, and attached to them.

If you have any questions concerning our comments, please do not hesitate to contact us. Your interest and cooperation in helping to protect Florida's archaeological and historical resources are appreciated.

Sincerely,



George W. Percy, Director
Division of Historical Resources

Enclosure
xc: Tracy Peters

MANAGEMENT PROCEDURES FOR
ARCHAEOLOGICAL AND HISTORICAL SITES AND PROPERTIES
ON STATE - OWNED OR CONTROLLED LANDS
(revised April, 1989)

A. GENERAL DISCUSSION

Archaeological and historic sites, which are defined collectively in 267.021(3), F.S., as "historic properties" or "historic resources", have several essential characteristics which must be recognized in a management program.

First of all, they are a finite and non-renewable resource. Once destroyed, presently existing resources, including buildings, other structures, shipwreck remains, archaeological sites and other objects of antiquity, cannot be renewed or revived. Today, sites in the State of Florida are being destroyed by all kinds of land development, looting by "treasure hunters," erosion and to a minor extent even by well-intentioned professional scientific research (e.g., archaeological excavation). Measures must be taken to ensure that some of these resources will be preserved for future study and appreciation.

Secondly, sites are unique because individually they represent the tangible remains of events which occurred at a specific time and place.

Thirdly, while sites uniquely reflect localized events, these events and the origin of particular sites are related to conditions and events in other times and places. Sites can be understood properly only in relation to their natural surroundings and the activities of inhabitants of other sites. Managers must be aware of this "systemic" character of historic and archaeological sites. Also, it should be recognized that archaeological sites are time capsules for more than cultural history; they preserve traces of past biotic communities, climate, and other elements of environment that may be of interest to other scientific disciplines.

Finally, the significance of sites, particularly archaeological ones, are very fragile because their significance derives not only from the individual artifacts within them, but equally from the spatial arrangement of those artifacts in both horizontal and vertical planes. When archaeologists excavate, they recover, not merely objects, but also a record of the positions of these objects in relation to one another and their containing matrix (e.g., soil strata). Much information is sacrificed if the so-called "context" of archaeological objects is destroyed or not recovered, and this is what archaeologists are most concerned about when a site is threatened with destruction or damage; the artifacts themselves can be recovered even after a site is heavily disturbed, but the context - the vertical and horizontal relationships - cannot. Historic structures also contain a wealth of cultural (socio-economic) data which can be lost if historically sensitive maintenance, restoration or rehabilitation procedures are not implemented, or if they are demolished or extensively altered without appropriate documentation. Lastly, it should not be forgotten that historic structures often have associated potentially significant historic archaeological features which must be considered in land management decisions.

B. STATUTORY AUTHORITY

Chapter 253, Florida Statutes ("State Lands") directs the preparation of "single-use" or "multiple-use" land management plans for all state-owned lands and state-owned sovereignty submerged lands. In this document, 253.034(4), F.S., specifically requires that "all management plans, whether for single-use or multiple-use properties, shall specifically describe how the managing agency plans to identify, locate, protect and preserve, or otherwise use fragile non-renewable resources, such as archaeological and historic sites, as well as other fragile resources..."

Chapter 267, Florida Statutes is the primary historic preservation authority of the state. Responsibilities of the Division of Historical Resources in the Department of State pursuant to 267.061(3), F.S., include the following:

1. Cooperate with federal and state agencies, local governments, and private organizations and individuals to direct and conduct a comprehensive statewide survey of historic resources and to maintain an inventory of such responses.
2. Develop a comprehensive statewide historic preservation plan.
3. Identify and nominate eligible properties to the National Register of Historic Places and otherwise administer applications for listing properties in the National Register.
4. Cooperate with federal and state agencies, local governments, and organizations and individuals to ensure that historic resources are taken into consideration at all levels of planning and development.
5. Advise and assist, as appropriate, federal and state agencies and local governments in carrying out their historic preservation responsibilities and programs.
6. Carry out on behalf of the state the programs of the National Historic Preservation Act of 1966, as amended, and to establish, maintain, and administer a state historic preservation program meeting the requirements of an approved program and fulfilling the responsibilities of state historic preservation programs as provided in subsection 101(b) of that act.
7. Take such other actions necessary or appropriate to locate acquire, protect, preserve, operate, interpret, and promote the location, acquisition, protection, preservation, operation, and interpretation of historic resources to foster an appreciation of Florida history and culture. Prior to acquisition, preservation, interpretation, or operation of a historic property by a state agency, the Division shall be provided a reasonable opportunity to review and comment on the proposed undertaking and shall determine that there exists historic authenticity and a feasible means of providing for the preservation, interpretation and operation of such property.
8. Establish professional standards for the preservation, exclusive of acquisition, of historic resources in state ownership or control.

9. Establish guidelines for state agency responsibilities under subsection (2).

Responsibilities of other state agencies of the executive branches, pursuant to 267.061(2), F.S., include:

1. Each state agency of the executive branch having direct or indirect jurisdiction over a proposed state or state-assisted undertaking shall, in accordance with state policy and prior to the approval of expenditure of any state funds on the undertaking, consider the effect of the undertaking on any historic property that is included in, or eligible for inclusion in, the National Register of Historic Places. Each such agency shall afford the Division a reasonable opportunity to comment with regard to such an undertaking.
2. Each state agency of the executive branch shall initiate measures in consultation with the Division to assure that where, as a result of state action or assistance carried out by such agency, a historic property is to be demolished or substantially altered in a way which adversely affects the character, form, integrity or other qualities which the contribute to historical, architectural, or archaeological value of the property, timely steps are taken to determine that no feasible and prudent alternative to the proposed demolition or alteration exists, and, where no such alternative is determined to exist, to assure that timely steps are taken either to avoid or mitigate the adverse effects, or to undertake an appropriate archaeological salvage excavation or other recovery action to document the property as it existed prior to demolition or alteration.
3. In consultation with the Division of Historical Resources, each state agency of the executive branch shall establish a program to locate, inventory, and evaluate all historic properties under the agency's ownership or control that appear to qualify for the National Register. Each such agency shall exercise caution to assure that any such historic property is not inadvertently transferred, sold, demolished, substantially altered, or allowed to deteriorate significantly.
4. Each state agency of the executive branch shall assume responsibility for the preservation of historic resources which are owned or controlled by such agency. Prior to acquiring, constructing, or leasing buildings for the purpose of carrying out agency responsibilities, the agency shall use, to the maximum extent feasible, historic properties available to the agency. Each agency shall undertake, consistent with preservation of such properties, the mission of the agency, and the professional standards established pursuant to paragraph (3)(k), any preservation actions necessary to carry out the intent of this paragraph.
5. Consistent with the agency's mission and authority, all state agencies of the executive branch shall carry out agency programs and projects, including those under which any state assistance is provided, in a manner which is generally sensitive to the preservation of historic properties and give consideration to programs and projects which will further the purposes of this section.

Section 267.12 authorizes the Division to establish procedures for the granting of research permits for archaeological and historic site survey or excavation on state-owned or controlled lands, while Section 267.13 establishes penalties for the conduct of such work without first obtaining written permission from the Division of Historical Resources. The Rules of the Department of State, Division of Historical Resources, for research permits for archaeological sites of significance are contained in Chapter 1A-32, F.A.C.

C. MANAGEMENT POLICY

The choice of a management policy for archaeological and historic sites within state-owned or controlled lands obviously depends upon a detailed evaluation of the characteristics and conditions of the individual sites and groups of sites within those tracts. This includes an interpretation of the significance (or potential significance) of these sites, in terms of social and political factors, as well as environmental factors. Furthermore, for historic structures architectural significance must be considered.

Sites on privately owned lands are especially vulnerable to destruction, since often times the economic incentives for preservation are low compared to other uses of the land areas involved. Hence, sites in public ownership have a magnified importance, since they are the ones with the best chance of survival over the long run. This is particularly true of sites which are state-owned or controlled, where the basis of management is to provide for land uses that are minimally destructive of resources values.

It should be noted that while many archaeological and historical sites are already recorded within state-owned or controlled lands, the majority of the uplands areas and nearly all of the inundated areas have not been surveyed to locate and assess the significance of such resources. The known sites are, thus, only an incomplete sample of the actual resources - i.e., the number, density, distribution, age, character and condition of archaeological and historic sites - on these tracts. Unfortunately, the lack of specific knowledge of the actual resources prevents formulation of any sort of detailed management or use plan involving decisions about the relative historic value of individual sites. For this reason, a generalized policy of conservation is recommended until the resources have been better addressed.

The generalized management policy recommended by the Division of Historical Resources includes the following:

1. State land managers shall coordinate all planned activities involving known archaeological or historic sites or potential sites areas closely with the Division of Historical Resources in order to prevent any kind of disturbance to significance archaeological or historic sites that may exist on the tract. Under 267.061(1)(b), F.S., the Division of Historical Resources is vested with title to archaeological and historic resources abandoned on state lands and is responsible for administration and protection of such resources. Furthermore, provisions of 267.061(2) and 267.13, F.S., combined with those in 267.061(3) and 253.034(4), F.S., require that other managing (or permitting) agencies coordinate their plans with the Division of Historical Resources at a sufficiently early stage to preclude inadvertent damage or destruction to known or potentially occurring, presently unknown archaeological and historic sites.

2. Since the actual resources are so poorly known, the potential impact of the managing agency's activities on historic archaeological sites may not be immediately apparent. Special field survey for such sites may be required to identify the potential endangerment as a result of a particular management or permitting activities. The Division will perform surveys, as its resources permit, to aid the planning of other state agencies in their management activities, but may upon occasion require funding support. This would be especially necessary in the cases of activities contemplating ground disturbance over large areas, and unexpected occurrence in view of the purpose of the state-owned or controlled lands. It should be noted, however, that in most instances Division staff knowledge of known and expected site distribution is such that actual field surveys may not be necessary, and the project may be reviewed by submitting a project location map (preferably a 7.5 minute U.S.G.S. Quadrangle map or portion thereof) and project descriptive data. To avoid delays, Division staff should be contacted to discuss specific project documentation review needs.
3. In the case of known significant sites, which may be affected by proposed project activities, the managing agency will generally be expected to alter proposed management or development plans, as necessary, or else make special provisions to minimize or mitigate damage to such sites.
4. If in the course of management activities, or as a result of development or the permitting of dredge activities, it is determined that valuable historic or archaeological sites will be damaged or destroyed, the Division reserves the right, pursuant to 267.061(1)(b), F.S., to require salvage measures to mitigate the destructive impact of such activities to such sites. Such salvage measures would be accomplished before the Division would grant permission for destruction of the affected site areas; and, the funding needed to implement salvage measures would be the responsibility of the managing agency planning the site destructive activity.
5. For the near future, excavation of non-endangered (i.e., sites not being lost to erosion or development) archaeological sites is discouraged. There are many endangered sites in Florida (on both private and public lands) in need of excavation because of the threat of development or other factors. Those within state-owned or controlled lands should be left undisturbed for the present - with particular attention devoted to preventing site looting by "treasure hunters". On the other hand, the archaeological and historic survey of these tracts is encouraged in order to build an inventory of the resources present, and to assess their scientific research potential and historic or architectural significance.
6. The cooperation of land managers in reporting sites to the Division that their field personnel may discover is encouraged. The Division will help inform field personnel from other resource managing agencies about the characteristics and appearance of sites. Upon request the Division will also provide to other agencies archaeological and historical summaries of the known and potentially occurring resources

so that information may be incorporated into management plans and public awareness programs (See Management Implementation).

7. Any discovery of instances of looting or unauthorized destruction of sites must be reported to the agent for the Board of Trustees of the Internal Improvement Trust Fund and the Division so that appropriate action may be initiated. Any state agent with law enforcement authority observing individuals or groups clearly and incontrovertibly vandalizing, looting or destroying archaeological or historic sites within state-owned or controlled lands without demonstrable permission from the Division will make arrest and detain those individuals or groups under the provisions of 267.13, 901.15, and 901.21, F.S., and related statutory authority pertaining to such illegal activities on state-owned or controlled lands. County Sheriff's officers are urged to assist in efforts to stop and/or prevent site looting and destruction.

In addition to the above management policy for archaeological and historic sites on state-owned land, special attention shall be given to those properties listed in the National Register of Historic Places and other significant buildings. The Division recommends that the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings be followed for such sites.

The following general standards apply to all treatments undertaken on historically significant properties.

1. Every reasonable effort shall be made to provide a compatible use for a property that requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of building, structure, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible, and should not be undertaken without advance consultation with the Division.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations which have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should be compatible with remaining structure in terms

of composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplication of features, substantiated by historical, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.

7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and preserve archaeological resources, both prehistoric and historic, affected by, or adjacent to, any project.
9. Contemporary design for alterations and additions to existing properties is permissible when such alterations and additions do not destroy significant historical, architectural or other cultural material, and when such design is compatible with the size, scale, color, material, and character of the property or environment.
10. Whenever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the original structure would be unimpaired (see Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings).

Division of Historical Resources staff are available for technical assistance for any of the above listed topics. It is encouraged that such assistance be sought as early as possible in the project planning.

D. MANAGEMENT IMPLEMENTATION

As noted earlier, 253.034(4), F.S., states that "all management plans, whether for single-use or multiple-use properties, shall specifically describe how the managing agency plans to identify, locate, protect and preserve, or otherwise use fragile non-renewable resources, such as archaeological and historic sites..." The following guidelines should help to fulfill that requirement.

1. All land managing agencies should contact the Division and send U.S.G.S. 7.5 minute quadrangle maps outlining the boundaries of their various properties.
2. The Division will in turn identify site locations on those maps and provide descriptions for known archaeological and historical sites to the managing agency.
3. Further, the Division will also will identify on the maps areas of high archaeological and historic site location probability within the subject tract.

4. The Division will send archaeological field recording forms and historic structure field recording forms to representatives of the agency to facilitate the recording of information on such resources.
5. Land managers will update information on recorded sites.
6. Land managers will supply the Division with new information as it becomes available on previously unrecorded sites that their staff locate. The following details the kind of information the Division wishes to obtain for any new sites of structures which the land managers may report:

A. Historic Sites

- (1) Type of structure (dwelling, church, factory, etc.).
- (2) Known or estimated age or construction date for each structure and addition.
- (3) Location of building (identify location on a map of the property, and building placement (detached, row, etc.).
- (4) General Characteristics: (include photographs if possible) overall shape of plan (rectangle, "L" "T" "H" "U", etc.); number of stories; number of vertical divisions of bays; construction materials (brick, frame, stone, etc.); wall finish (kind of bond, coursing, shingle, etc.); roof shape.
- (5) Specific features including location, number and appearance of:
 - (a) Important decorative elements;
 - (b) Interior features contributing to the character of the building;
 - (c) Number, type, and location of outbuildings, as well as date(s) of construction;
 - (d) Notation if property has been moved;
 - (e) Notation of known alterations to building.

B. Archaeological Sites

- (1) Site location (written narrative and mapped location).
- (2) Cultural affiliation and period.
- (3) Site type (midden, burial mound, artifact scatter, building rubble, etc.).
- (4) Threats to site (deterioration, vandalism, etc.).
- (5) Site size (acreage, square meters, etc.).
- (6) Artifacts observed on ground surface (pottery, bone, glass, etc.).

(7) Description of surrounding environment.

7. No land disturbing activities should be undertaken in areas of known archaeological or historic sites or areas of high site probability without prior review by the Division early in the project planning.
8. Ground disturbing activities may proceed elsewhere but land managers should stop disturbance in the immediate vicinity of artifact finds and notify the Division if previously unknown archaeological or historic remains are uncovered. The provisions of Chapter 872, F.S., must be followed when human remains are encountered.
9. Excavation and collection of archaeological and historic sites on state lands without a permit from the Division is a violation of state law and shall be reported to a law enforcement officer. The use of metal detectors shall be prohibited on state lands except when authorized in a 1A-32, F.A.C., research permit from the Division.
10. Interpretation and visitation which will increase public understanding and enjoyment of archaeological and historic sites without site destruction or vandalism is strongly encouraged.
11. Development of interpretive programs including trails, signage, kiosks, and exhibits is encouraged and should be coordinated with the Division.
12. Artifacts found or collected on state lands are by law the property of the Division. Land managers shall contact the Division whenever such material is found so that arrangements may be made for recording and conservation. This material, if taken to Tallahassee, can be returned for public display on a long term loan.

E. ADMINISTERING AGENCY

Questions relating to the treatment of archaeological and historic resources on state lands may be directed to:

Compliance Review Section
Bureau of Historic Preservation
Division of Historical Resources
R.A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399-0250

Contact Person: Robert C. Taylor,
Historic Preservation Planner

Telephone (904) 487-2333
Suncom 277-2333
FAX (904) 488-3353

82 4 PM 9 - NOV 2002
PARKS & REC.
BREVARD CO.
GOVT. CTR.

DEP Agreement No. F5012
CSFA Number: 37.017
CSFA Title: FRDAP

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
PROJECT AGREEMENT (SFY 2004-05) – Development

This Agreement is made and entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, hereinafter called the DEPARTMENT, and the Town of Indialantic, hereinafter called the GRANTEE, a local government, in furtherance of an approved public outdoor recreation project. In consideration of the mutual covenants contained herein and pursuant to section 375.075, Florida Statutes, and chapter 62D-5, Part V, Florida Administrative Code, the parties hereto agree as follows:

1. This PROJECT AGREEMENT shall be performed in accordance with section 375.075, Florida Statutes, and chapter 62D-5, Part V, Florida Administrative Code, hereinafter called the RULE. The GRANTEE shall comply with all provisions of the RULE, effective July 5, 2001, which is incorporated into this PROJECT AGREEMENT as if fully set forth herein. It is the intent of the DEPARTMENT and the GRANTEE that none of the provisions of section 163.01, Florida Statutes, shall have application to this PROJECT AGREEMENT.
2. The DEPARTMENT has found that public outdoor recreation is the primary purpose of the project known as Sunrise Park (Florida Recreation Development Assistance Program, FRDAP Project Number F50012), hereinafter called the PROJECT, and enters into this PROJECT AGREEMENT with the GRANTEE for the development of that real property, the legal description of which shall be submitted to the DEPARTMENT as described in the Florida Recreation Development Assistance Program Development Project Pre-reimbursement/Commencement Documentation Form, DEP Form FPS-A034.
3. All forms hereinafter referenced may be found at www.dep.state.fl.us/parks/bdrs. Further, the GRANTEE will also receive all applicable forms for administration of project with GRANTEE's copy of fully executed PROJECT AGREEMENT.

4. The GRANTEE shall construct, or cause to be constructed, certain public outdoor recreation facilities and improvements consisting of the following PROJECT ELEMENTS which may be modified by the DEPARTMENT if GRANTEE shows good cause: Observation deck, exercise path, and other related support facilities.
5. The DEPARTMENT shall pay, on a reimbursement basis, to the GRANTEE, funds not to exceed \$50,000.00, which will pay the DEPARTMENT's share of the cost of the PROJECT. DEPARTMENT funding is based upon the following:

DEPARTMENT Amount:	<u>\$50,000.00</u>	<u>100%</u>
GRANTEE Match:	<u>\$ -0-</u>	<u>0%</u>
Type of Match:	<u>Cash/In-Kind Services and/or Land Value</u>	

6. The PROJECT reimbursement request shall include all documentation required by the DEPARTMENT for a proper pre-audit and post-audit review. Within sixty (60) days after receipt of the final request, the DEPARTMENT's Grant Manager shall review the completion documentation and payment request from the GRANTEE for the PROJECT. If the documentation is sufficient and meets the requirements of the Florida Recreation Development Assistance Program Completion Documentation Form, DEP Form FPS-A036, referenced in s. 62D-5.058(6)(g), the DEPARTMENT will approve the request for payment.
7. In addition to the invoicing requirements contained in the paragraph above, the Department will periodically request proof of a transaction (such as invoice, payroll register) to evaluate the appropriateness of costs to the PROJECT AGREEMENT pursuant to State and guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within 30 calendar days of the date of such request. The GRANTEE may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at www.dbf.state.fl.us/aadir/referenceguide.
8. The GRANTEE agrees to comply with the Division of Recreation and Parks' Grant and Contract Accountability Procedure, hereinafter called the PROCEDURE and incorporated into this PROJECT AGREEMENT by reference as if fully set forth herein. All purchases of goods and services for accomplishment of the PROJECT shall be secured in accordance with the GRANTEE's adopted procurement procedures. Expenses representing the PROJECT costs, including the required matching contribution, shall be reported to the DEPARTMENT and summarized on certification forms provided in the PROCEDURE. The DEPARTMENT and GRANTEE agree to use the PROCEDURE guidelines accounting for FRDAP funds disbursed under the

PROJECT. The parties further agree that the principles for determining the eligible costs, supporting documentation and minimum reporting requirements of the PROCEDURE shall be used.

9. Allowable indirect costs as defined in the PROCEDURE shall not exceed 15% of the GRANTEE's eligible wages and salaries, unless approved in advance as described herein. Indirect costs that exceed 15% must be approved in advance in writing by the DEPARTMENT to be considered eligible PROJECT expenses.
10. It is understood by the parties that the amount of this PROJECT AGREEMENT may be reduced should the Governor's Office declare a revenue shortfall and assess a mandatory reserve. Should a shortfall be declared, the amount of this PROJECT AGREEMENT may be reduced by the amount deemed appropriate by the DEPARTMENT.
11. A. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
 B. The GRANTEE understands that the funds supporting this Agreement are subject to certification forward approval by the Governor's Office on June 30th each year. The GRANTEE understands and agrees that if the Governor's Office does not approve the DEPARTMENT's request to certify the funds forward, the GRANTEE will not be eligible for reimbursement after the reversion of said funds.
12. All monies expended by the GRANTEE for the purpose contained herein shall be subject to pre-audit review and approval by the State of Florida Chief Financial Officer in accordance with section 17.03(2), Florida Statutes.
13. PROJECT funds may be reimbursed for eligible Preagreement Expenses (as defined in s. 62D-5.054(34) of the RULE) incurred by GRANTEE prior to execution of this PROJECT AGREEMENT as set forth in s. 62D-5.055(9) of the RULE. The DEPARTMENT and the GRANTEE fully understand and agree that there shall be no reimbursement of PROJECT funds by the DEPARTMENT for any expenditure made prior to the execution of this PROJECT AGREEMENT with the exception of those expenditures which meet the requirements of the foregoing sections of the RULE.
14. Prior to commencement of PROJECT development, the GRANTEE shall submit the documentation required by the Florida Recreation Development Assistance Program Development Project Pre-reimbursement/Commencement Documentation Form, DEP Form FPS-A034, referenced in s. 62D-5.058(7)(c) of the RULE, to the DEPARTMENT. Upon determining that the documentation

complies with the RULE, the DEPARTMENT will give written notice to GRANTEE to commence the development and approve the request for payment.

15. The GRANTEE shall obtain all required local, state and federal permits and approvals prior to commencement of project construction and shall certify that it has done so to the DEPARTMENT by completing the Project Permit Certification, FPS-A035, referenced in s. 62D-5.058(7)(c) of the RULE.
16. This PROJECT AGREEMENT shall become effective upon execution and the GRANTEE shall complete construction of all PROJECT ELEMENTS on or before - NOV (hereinafter referred to as the PROJECT completion date). The GRANTEE may request up to two (2) one-year extensions from the DEPARTMENT for good cause by submitting a written request to the DEPARTMENT. Such request must be made prior to the PROJECT completion date. However, the GRANTEE understands that if the Governor's Office does not approve the DEPARTMENT's request to certify the funds forward on June 30th of each year, the GRANTEE will not be eligible for reimbursement after the reversion of said funds.
17. Project completion means the project is open and available for use by the public. Project must be completed prior to release of final reimbursement.
18. The GRANTEE shall retain all records supporting PROJECT costs for five (5) years after the fiscal year in which the final PROJECT payment was released by the DEPARTMENT or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the five-year retention period. The DEPARTMENT, State Auditor General, State Chief Financial Officer and other agencies or entities with jurisdiction shall have the right to inspect and audit the GRANTEE's records for said PROJECT during the PROJECT and within the five-year retention period.
19. In addition to the provisions contained in the paragraph above, the GRANTEE shall comply with the applicable provisions contained in Attachment 1. A revised copy of Attachment 1, Exhibit-1, must be provided to the GRANTEE with each amendment which authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the PROJECT AGREEMENT for purposes of assisting the GRANTEE in complying with the requirements of Attachment 1. If the GRANTEE fails to receive a revised copy of Attachment 1, Exhibit-1, the GRANTEE shall notify the Department's FRDAP Grants Administrator at (850) 245-2501 to request a copy of the updated information.
20. Following receipt of an audit report identifying any reimbursement due the DEPARTMENT for the GRANTEE's non-compliance with this PROJECT AGREEMENT, the GRANTEE will be allowed a maximum of thirty (30) days to submit additional pertinent documentation to offset the amount identified as

due to the DEPARTMENT. The DEPARTMENT, following a review of the documentation submitted by the GRANTEE, will inform the GRANTEE of any reimbursement due the DEPARTMENT.

21. The GRANTEE, as an independent contractor and not an agent, representative, or employee of the DEPARTMENT, agrees to carry adequate liability and other appropriate forms of insurance. The DEPARTMENT shall have no liability except as specifically provided in this PROJECT AGREEMENT.
22. To the extent required by law, the GRANTEE will be self-insured against, or will secure and maintain during the life of this PROJECT AGREEMENT, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the GRANTEE shall require the subcontractor to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the GRANTEE. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the GRANTEE shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the DEPARTMENT, for the protection of its employees not otherwise protected.
23. The purchase of non-expendable equipment is not authorized under the terms of this Agreement.
24. The DEPARTMENT's Grant Manager for the purpose of this PROJECT AGREEMENT shall be responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The GRANTEE's Grant Manager, identified in paragraph 24, or successor, shall act on behalf of the GRANTEE relative to the provisions of this PROJECT AGREEMENT. The GRANTEE, shall submit to the DEPARTMENT signed PROJECT status reports every one hundred twenty (120) days summarizing the work accomplished, problems encountered, percentage of completion, and other information which may be requested by the DEPARTMENT. Photographs to reflect the construction work accomplished shall be submitted when the DEPARTMENT requests them.
25. Any and all notices required by this PROJECT AGREEMENT shall be delivered to the parties at the following addresses:

GRANTEE's Grant Manager

Mr. Christopher Chinault
Town Manager
216 Fifth Avenue
Indialantic, Florida 32903

DEPARTMENT's Grant Manager

A. Diane Langston
Florida Department of Environmental
Protection
3900 Commonwealth Blvd., MS585
Tallahassee, Florida 32399-3000

26. Prior to final reimbursement, the GRANTEE must erect a permanent information sign on the PROJECT site which credits PROJECT funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program.
27. The DEPARTMENT has the right to inspect the PROJECT and any and all records related thereto at any reasonable time.
28. This Agreement may be unilaterally canceled by the DEPARTMENT for refusal by the GRANTEE to allow public access to all documents, papers, letters, or other material made or received by the GRANTEE in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
29. Prior to the closing of the PROJECT, the DEPARTMENT shall have the right to demand a refund, either in whole or in part, of the FRDAP funds provided to the GRANTEE for non-compliance with the material terms of this PROJECT AGREEMENT. The GRANTEE, upon such written notification from the DEPARTMENT, shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall begin the date that the GRANTEE was informed that a refund was required until refund and interest is paid to the DEPARTMENT.
30. The GRANTEE shall comply with all federal, state and local regulations, rules and ordinances in developing this PROJECT. The GRANTEE acknowledges that this requirement includes compliance with all federal, state and local health and safety rules and regulations including all applicable building codes. The GRANTEE further agrees to include the requirements of this paragraph in all subcontracts made to perform this PROJECT AGREEMENT.
31. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred

under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

32. Land owned by the GRANTEE, which is developed or acquired with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreation site by the GRANTEE for the use and benefit of the public as stated in section 62D-5.059(1) of the RULE. Land under control other than by ownership of the GRANTEE, such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the public for a minimum period of twenty-five (25) years from the completion date set forth in the PROJECT completion certificate. All dedications must be recorded in the county property records by the GRANTEE. Such PROJECT shall be open at reasonable times and shall be managed in a safe and attractive manner appropriate for public use.
33. Failure to comply with the provisions of the RULE or the terms and conditions of this PROJECT AGREEMENT will result in cancellation of the PROJECT AGREEMENT by the DEPARTMENT. The DEPARTMENT shall give the GRANTEE in violation of the RULE or this PROJECT AGREEMENT a notice in writing of the particular violations stating a reasonable time to comply. Failure to comply within the time period stated in the written notice shall result in cancellation of the PROJECT AGREEMENT and may result in the imposition of the terms in Paragraph 28.
34. In the event of conflict in the provisions of the RULE, the PROJECT AGREEMENT and the Project Application, the provisions of the Rule shall control over this PROJECT AGREEMENT and this PROJECT AGREEMENT shall control over the Project Application documents.
35. If the DEPARTMENT determines that site control is not sufficient under the RULE, the DEPARTMENT shall give the GRANTEE a notice in writing and a reasonable time to comply. If the deficiency is not corrected within the time specified in the notice, the DEPARTMENT shall cancel this PROJECT AGREEMENT.
36. Pursuant to section 216.347, Florida Statutes, the GRANTEE is prohibited from spending FRDAP funds for the purpose of lobbying the legislature, the judicial branch, or a state agency.
37.
 - A. No person on the grounds of race, creed, color, national origin, age, sex, marital status or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this PROJECT AGREEMENT.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the

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

38. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, Florida Statutes.
39. The employment of unauthorized aliens by any Grantee is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts issued as a result of this Agreement.
40. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
41. The PROJECT AGREEMENT has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this PROJECT AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable Florida law, but if any provision of this PROJECT AGREEMENT shall be prohibited or invalid under applicable Florida law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this PROJECT AGREEMENT. Any action hereon or in connection herewith shall be brought in Leon County, Florida unless prohibited by applicable law.
42. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this PROJECT AGREEMENT, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

43. This PROJECT AGREEMENT is not intended nor shall it be construed as granting any rights, privileges or interest to any third party without mutual written agreement of the parties hereto.
44. This PROJECT AGREEMENT is an exclusive contract and may not be assigned in whole or in part without the written approval of the DEPARTMENT.
45. This PROJECT AGREEMENT represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this PROJECT AGREEMENT shall only be valid when they have been reduced to writing, duly executed by each of the parties hereto, and attached to the original of this PROJECT AGREEMENT.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

TOWN OF INDIALANTIC

By: Do not sign
Division Director (or Designee)
Division of Recreation and Parks

By: 
Printed Name: Christopher W. Chinant
Title: Town Manager

Do not Date
Contract Execution Date

8/2/04
Date

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

Address:
216 Fifth Avenue
Indialantic, Florida 32903


DEP Grant Manager

Grantee Attorney

Approved as to Form and Legality:
This form has been pre-approved as to form and legality by Suzanne Brantley, Assistant General Counsel, on May 6, 2004 for use for one year.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>1</u>	<u>Special Audit Requirements (5 Pages)</u>

FIGURE 2

BOUNDARY SURVEY OF MORGAN WILSON PLOT

Board of Trustees of the Internal Improvement Trust Fund
 State of Florida

4025 W. NEW HAVEN AVE. MIAMI BEACH, FLORIDA 33501

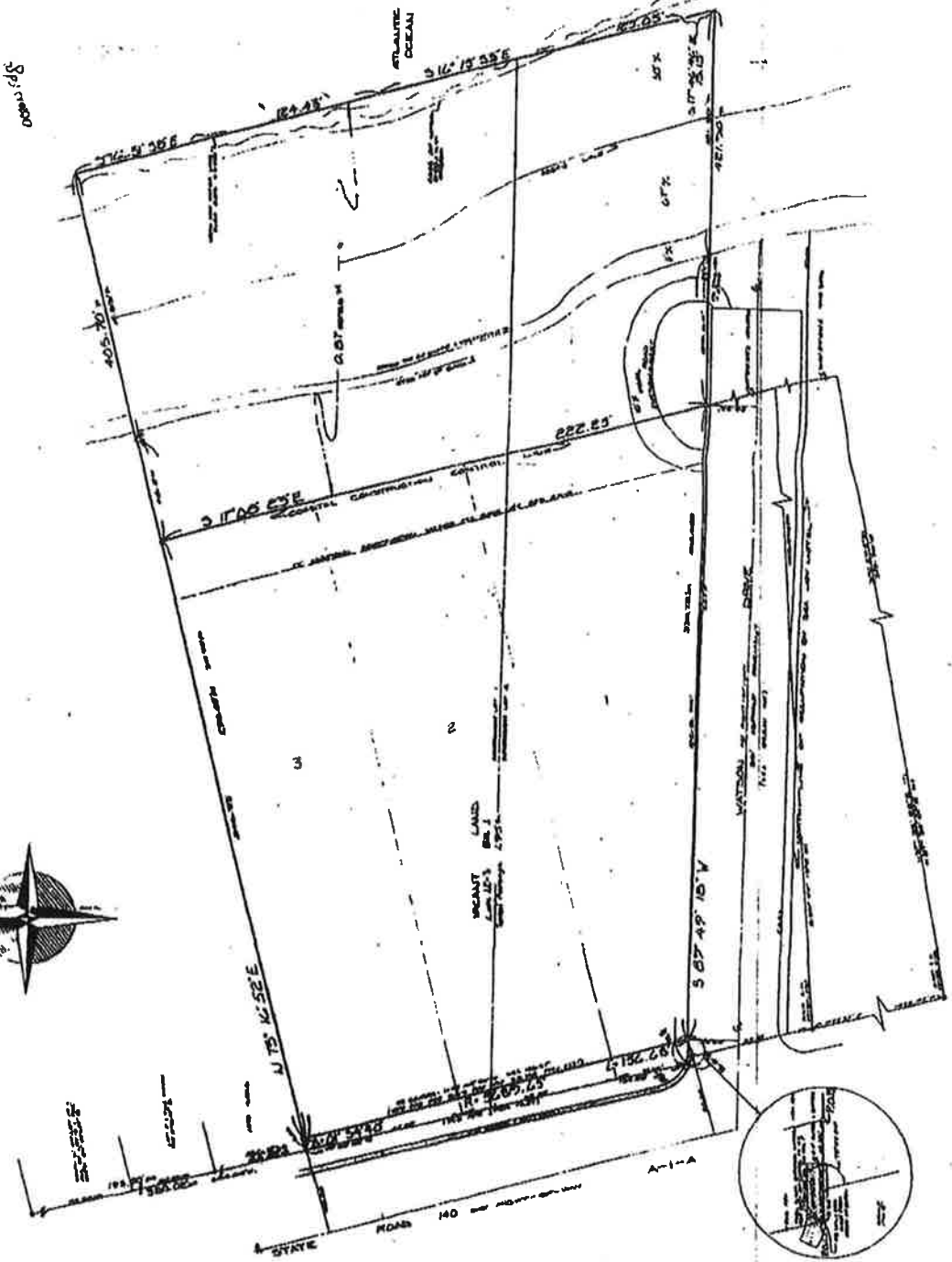
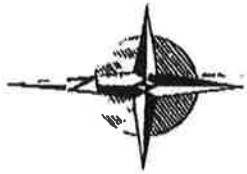
PENINSULA ENGINEERING & TESTING CO.
 CONSULTING ENGINEERS

DATE: 11/15/2006
 DRAWN BY: [Name]
 CHECKED BY: [Name]

Scale: 1" = 100'

VICINITY MAP

BOUNDARY SURVEY



**NOTICE OF LIMITATION OF USE/
SITE DEDICATION**

This Notice of Limitation of Use/Site Dedication gives notice that the Real Property identified in the project agreement and the boundary map, attached hereto as Exhibits "A" and "B," respectively (the "Property"), has been acquired by or developed with financial assistance provided by the Florida Legislature, through the Department of Environmental Protection, under the grant program called the Florida Recreation Development Assistance Program (FRDAP). In accordance with section 375.075, F.S., and chapter 62D-5, F.A.C., the Property is hereby dedicated to the public in perpetuity as an outdoor recreation area for the use and benefit of the general public. The Property is subject to all applicable terms of the statute and rule cited herein.

DEDICATOR

[Handwritten Signature]

Original signature

CHRISTOPHER W. CHINACCI

Printed name

Town Manager

Title

Scott M. Twibell

Witness

Printed Name: *VICTORIA M TWITTY MARCEL*

Laura Eaton

Witness

Printed Name: *LAURA EATON*

STATE OF FLORIDA
COUNTY OF *Brevard*

The foregoing instrument was acknowledged before me this *4/17/06* by *Christopher Chinacci*, who is personally known to me or who produced _____ as identification.

Stamp

Laura Eaton
Notary Public, State of Florida



Laura Eaton
MY COMMISSION # DD269411 EXPIRES
January 16, 2008
BONDED THRU TROY FAIN INSURANCE INC

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 12 #Names: 2
Trust: 6.50 Rec: 97.00 Serv: 0.00
Mtg: 0.00 Excise: 0.00
Int Tax: 0.00