

Interlocal Agreement

This Interlocal Agreement made and entered into by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as “County”, and the City of Cocoa, Florida, a municipal corporation chartered under the laws of the State of Florida, hereinafter referred to as “City”.

W i t n e s s e t h

Whereas, pursuant to Chapter 61-1909, Laws of Florida, Acts of 1961, the Brevard County Recreation District Four was established at the general election held on November 6, 1962, in order to provide funding for recreation facilities and programs for the residents of the district; and

Whereas, the County and the City previously entered into an Interlocal Agreement on April 29, 1986 for a recreation program for the joint use and benefit of the residents of the City of Cocoa and Brevard County, Florida, and said Interlocal Agreement has since expired; and

Whereas, the County and the City now desire to continue the program for the recreation facilities, buildings and centers located on public park property owned by the City of Cocoa, listed in Exhibit “A”, which is attached hereto and incorporated by reference, pursuant to the terms and conditions of this Interlocal Agreement; and

Whereas, the County and the City further recognize the importance of maintenance standards of the recreation facilities, buildings and centers and the benefit such standards provide to the residents of the City of Cocoa and Brevard County, Florida; and

Whereas, the County and the City desire to define the responsibilities of the County and the City as they relate to the recreation program and the related recreation facilities, buildings and centers.

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

Recitals. The foregoing recitals are true and are incorporated herein by reference.

Section 1. Purpose of Interlocal Agreement: The purpose of this Interlocal Agreement is to define the responsibilities of the County and the City as they relate to the City parcels of property listed in Exhibit “A”, attached hereto and made a part hereof by this reference (hereinafter referred to as “Park(s)” or “Property”) including the corresponding recreation

facilities, buildings and centers located on Property as listed in the Property Amenity Inventory contained in Exhibit "B", attached hereto and made a part hereof by this reference. The parties hereby specifically agree that additional properties of the City may be added to or properties may be removed from this list from time to time upon the mutual written agreement of the City and the County. The City may withdraw certain parks from this Agreement upon ninety days prior written notice to the County, which notice must be received by the County on or before July 1 of any given year. The terms and conditions for any withdrawal of parks by the City shall be determined at the time of withdrawal upon mutual agreement of the parties.

Section 2. Effective Date, Term and Termination: The parties hereby agree as follows:

(a) The Effective Date of this Interlocal Agreement shall be the date when the Interlocal Agreement is duly executed by both parties.

(b) The term of this Interlocal Agreement shall be for a period to September 19, 2031.

(c) Either party may terminate this Interlocal Agreement by providing six months written notice to the other party. The City understands that the County may enter into grant agreements for improvements on any of the Property owned by the City. The County shall provide the City Manager a copy of any and all of the grant applications relating to the City owned property to obtain concurrence prior to the acceptance of said grant. In the event the City exercises its option to terminate this Interlocal Agreement prior to the expiration of the term, it is understood and agreed that the City will be obligated to assume and complete any agreements made by the County to obtain said funds unless the City notified the County of the City's objection prior to acceptance of the grant.

Section 3. Maintenance Liaison: Each party shall designate an individual as a Maintenance Liaison to oversee and administer each party's day-to-day activities, participation and to receive notices regarding the same under this Interlocal Agreement. The parties hereby initially designate the following individuals:

COUNTY

Director of Parks and Recreation
2725 Judge Fran Jamieson Way, B203
Viera, Florida 32940
(321) 633-2046

CITY

City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8800

Either party may change its Maintenance Liaison at any time by delivering written notice of such change to the other party.

Section 4. Public Accessibility: All recreation facilities, buildings and centers located on Property shall be accessible to the public on a non-exclusive basis without regard to age, sex, race, religion, disability or place of residence.

Section 5. County's and City's Duties and Responsibilities: The City hereby grants to the County the authority to use, maintain and operate recreational facilities on the Parks for recreational purposes, to serve the public interest, under the following conditions:

(a) The County 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 Interlocal Agreement or delegate any duties or obligations hereunder to any other agency, public or private, without prior written consent of the City, except for those sanctioned groups provided for by Interlocal Agreement between the County and said sanctioned group.

(b) The County shall keep the subject property and all improvements thereon in good condition and appearance. The County shall be responsible for the provision and costs of day-to-day routine maintenance. Any cost for additional requested services shall be paid by the City. At the end of the term of this Interlocal Agreement, the County shall return the subject property in a good state and condition as reasonable use and wear would permit.

(c) **County's Responsibilities Utilizing the District Four Administrative Taxes**
Utilizing District Four Administrative Taxes, the County shall be responsible and shall pay for the cost of any maintenance, including staffing. The County shall be responsible for the maintenance or replacement of any equipment or fixture under Five Thousand Dollars (\$5,000.00).. The City shall be responsible for the full amount of all other costs which exceed Five Thousand Dollars (\$5,000.00) including the repair and replacement all roofing, roof drains, sewers, wastewater/sewer lines, HVAC systems. structural outside walls, foundations, and structural systems of any building or structure within a Park and shall do so at the City's sole expense. The City shall pay the costs, if applicable, of the following utilities:, electricity, water, sewer,. The County shall additionally be responsible for the telephone, cable/satellite TV, internet access, and security system operation/monitoring garbage and/or solid waste removal at the locations

County Responsibilities in Excess of District Four Administrative Taxes

(d) Should total expenditures including staffing and capital improvement projects subject to this agreement, exceed the District Four Administrative Taxing District revenue collected in the City of Cocoa for that fiscal year, the cost shall be split equally between the County and the City. Other than staffing costs, the maximum contribution by the County shall be \$2,500.00 per item or occurrence. Nothing in this section shall be construed to be a pledge of future ad valorem taxes of the County.

(e) Nothing contained in this Interlocal Agreement shall be considered to diminish the responsibilities of either party as it pertains to the Brevard County Recreational District Four. Notwithstanding the above, the City shall pay for any loss or damage to any building, structure or fixture within a Park attributable to criminal mischief or theft, regardless of the value or the cost of the repair or replacement of that particular building, structure or fixture.

(f) The County will have the right to schedule, reserve, collect and retain fees for the parks and centers.

Section 6. Alterations and Improvements:

(a) **Consent by City.** The County may not make alterations or improvements to any infrastructure within any Park without first obtaining the prior written consent of the City. Any approved alterations or improvements shall be performed in accordance with this Agreement.

(b) **Disposition of Alterations and Improvements at Termination:** Upon the expiration or termination of this Interlocal Agreement, all fixed alterations or improvements shall remain with the Park and title shall remain with the City as a part thereof. Notwithstanding the above, the County shall have the right to remove any and all non-fixed improvements, including, but not limited to, benches, light poles, playgrounds, signs and athletic equipment purchased with County general funds. All non-fixed improvements that were purchased with Recreation District Four funds shall remain within the boundaries of Recreation District Four and any and all non-fixed improvements purchased with County general funds shall be disposed of by the County in the sole discretion of the County.

Section 7. Indemnification: Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend and hold harmless the City against any actions, claims or damages arising out of the County's negligence in connection with this Interlocal Agreement, and the City shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the City's negligence in connection with this Interlocal Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

Section 8. Insurance:

(a) City's Insurance Obligation.

Upon execution and for the duration of this Interlocal Agreement, the City, at its own cost, shall obtain and provide insurance policies for coverage and in the amounts the City deems appropriate and, if insurance is obtained, shall provide a letter from its insurance carrier authorizing it to act pursuant to this Interlocal Agreement, and indicating that there will be no lapse in its insurance coverage either on employees, vehicles, or liability. If the City is self-insured, its file shall contain a copy of a resolution authorizing its self-insurance program. A copy of the insurance carrier's letter or the resolution of self-insurance shall be attached to the executed copy of this Interlocal Agreement.

Section 9. Right of Entry by City: The City or its agent may at any reasonable time, with notice, enter onto subject Property for the purpose of inspection of same or for performing such other duties as are required by the terms of this Interlocal Agreement, or the rules, regulations, ordinances or laws of any governmental body. The right to enter onto the Property confers to the City the right to enter any premises on the Property for purposes of inspection under this Interlocal Agreement.

Section 10. City Park Ordinances, Policies, Rules and Regulations: The County does not assume responsibility or liability for or in any way releases the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations.

Section 11. Compliance with Statutes: The parties shall comply with all statutes, ordinance, rules, orders, regulations and requirements of all local, state, and federal governmental bodies applicable.

Section 12. Attorney's Fees: In the event of any legal action to enforce the terms of this Interlocal Agreement each party shall bear its own attorney's fees and costs.

Section 13. Right to Audit Records: In the performance of the Interlocal Agreement, both parties shall keep books, and accounts of all activities, related to the Interlocal Agreement in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Interlocal Agreement shall be open to inspection during regular business hours by an authorized representative of either party and shall be retained by the respective party for a period of three years after termination of this Interlocal Agreement. All records, books and accounts related to the performance of this Interlocal Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

Section 14. Funding Contingency: The County's performance and obligations under this Interlocal Agreement and any amendment hereto are contingent upon an annual appropriation by the Board of County Commissioners. The City's performance and obligations under this Interlocal Agreement and any amendment hereto are contingent upon an annual appropriation by the City Council.

Section 15. Independent Contractor: Each party recognizes that it is an independent contractor and not an agent or servant of the other party. No person employed by any party to this Interlocal Agreement shall, in connection with the performance of this Interlocal Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law, except through and against the entity by whom they are employed.

Section 16. Unauthorized Alien Workers: The County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall

consider a contractor's intentional employment of unauthorized aliens as ground for immediate termination of this Interlocal Agreement.

Section 17. E-Verify: The County shall utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the County during the term of the Interlocal Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Interlocal Agreement to likewise utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by subcontractors during the term of this Interlocal Agreement.

Section 18. Governing Law: This Interlocal Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

Section 19. Venue: Venue for any legal action brought by any party to this Interlocal Agreement to interpret, construe or enforce this Interlocal Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

Section 20. Modification: No modification of this Interlocal Agreement shall be binding on the County or the City unless reduced to writing and signed by a duly authorized representative of the County and the City.

Section 21. Entirety Clause: This Interlocal Agreement embodies the entire agreement and understanding between the parties hereto and is a complete and exclusive statement of those terms and supersedes all prior or contemporaneous, written or oral, memoranda, arrangements, agreements and understandings between the Parties relating to the subject matter hereof.

Section 22. Severability: If any provision of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 23. Captions: The captions and section designations herein set forth are for conveniences only and shall have no substantive meaning.

Section 24. Notice: Notices for termination, renewal or amendments to this Interlocal Agreement shall be given to the County by mailing written notice, postage prepaid, to the Brevard County Manager, 2725 Judge Jamieson Way, Viera, FL 32940, and notice shall be

given to the City by mailing written notice, postage prepaid to City of Cocoa, City Manager, 65 Stone Street, Cocoa, FL 32922.

Section 25. No Third-Party Beneficiaries: This Interlocal Agreement and each and every provision hereof is for the sole benefit of the County and the City. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

Section 26. Execution in Counterparts: This Interlocal Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

In Witness Whereof, the parties have hereunto set their hands and seals on the day and year written herein below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Rachel M. Sadoff, Clerk

Jason Steele, Chair Date
Brevard County Commissions

As Approved by the Board on:_____

CITY OF COCOA, FLORIDA
ATTEST:

_____, City Clerk

_____, Mayor

As Approved by the City on:_____

Reviewed for Legal form and Content by:

Justin Caron, Assistant County Attorney

Exhibit "A"

Schedule of Property

Carl E. Anderson Park:

Broadmoor Acres Park lying West of Fiske, East of Kentucky, North of 201X200 NE Corner of Broadmoor Acres Sub.

Cocoa Manor Park:

Described as follows: lot thirteen (13), in block one (1); lots two (2), twelve (12) nineteen (19), twenty-three (23), twenty-four (24) and twenty-five (25), in block three (3); lot six (6), in block seven (7); lot ten (10), in block eight (8); lot fifteen (15), in block ten (10); lot twenty-two (22), in block twelve (12); lot one (1), and lot five (5), in block sixteen (16); lot fourteen (14), and lot sixteen (16), in block eighteen (18); of Carleton Terrace, according to the plat recorded in Plat Book 3, page 61 of the public records of Brevard County, Florida.

and

Lots thirty-seven (37), thirty-nine (39), forty-two (42), fifty-three (53), fifty-four (54), fifty-five (55), fifty-six (56), fifty-seven (57), fifty-eight (58), sixty (60), sixty-one (61), sixty-two (62), sixty-three (63), sixty-four (64), sixty-five (65), sixty-six (66), sixty-nine (69), seventy-one (71), seventy-two (72), eighty-six (86), eighty-seven (87), one hundred and five (105), one hundred sixteen (116), one hundred seventeen (117), one hundred eighteen (118), one hundred nineteen (119), one hundred twenty-six (126) and one hundred twenty-seven (127), all of BROADVIEW MANOR, as shown by plat of said subdivision recorded in Plat Book 4, page 5, public records of Brevard County, Florida.

Don "Mo" Stradley Memorial Park:

The East 489.59 feet of the N.E. $\frac{1}{4}$ of section 19, Township 24 South, Range 36 East: Brevard County, Florida. Lying of Rosetine Street. Also the East 362, 47 feet of the North 400.00 feet of the S.E. $\frac{1}{4}$ less the plat of College Manor Unit 3 as recorded in Plat Book 18 Page 43 public records of Brevard County. Also the North 400.00 feet of the West 957.23 feet of the S.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of the said Section 19. Also commence at the S.E. corner of the N.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ section of 19, Township 24 South, Range 36 East; thence S.89° 17'23"N. Along the South line of the said N.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$, 489.59 feet to the P.O.D., thence continue S.89°17'23"W along said South line 31.10 feet, thence N.00°25'29"W. 1289.28' to the South R/W of Rosetine Street, thence N.89°15'11"E. along said R/W 32.70 feet, thence S.00°21'18"E. 1286 feet more or less to the P.O.D. also commence at the N.W. corner of the S.E. $\frac{1}{4}$ of section 19, Township 24 South, Range 36 East, Brevard County, Florida, thence S.00°21'18"E. Along the West line of said S.E. $\frac{1}{4}$ 154.50 feet to the point of beginning; said P.O.B. being on the R/W of Rosetine Street, thence N.89°17'23"E. along said R/W 240.00 feet. Thence S.00°21'18"E. 400.72 feet to the Northeast corner of Lot 20; thence run S.00°30'42"E. 279.50 feet, to the Northwest corner of said Lot 27, Block 21; thence run N89°17'23"E. along the North line of said Lot 27, Block 21, a distance of 25 feet; thence run S.00°30'42"E., 102.00 feet to a point on the South line of said Lot 27, Block 21, said point being a point on the North R/W Line of Fay Street as per O.R.B. 144, Page 81, of the public records of Brevard County, Florida; thence run S.89°17'23"W., along said South Line of said Lot 27; Block 21 and along the said North R/W line of Fay Street, a distance of 25 feet, to the Southeast corner of said Lot 26, Block 21; thence run S.00°30'42"E. 406.00 feet, to the Northwest corner of said Lot 27, Block 23; thence run N.89°17'23"E., along the North

line of said Lot 27, Block 23, a distance of 25.0 feet; thence run S.00°30'53"E., 102.00 feet, to a point on the South line of said Lot 27, Block 23, said point being a point on the North R/W line of Rosa Street, as per O.R.B. 144, Page 81, of the public records of Brevard County, Florida; thence run S.89°17'23"W., along the said North R/W line, a distance of 25.0 feet, to the Southwest corner of said Lot 27, Block 23; thence run S.00°30'42"E., 50.00 feet, to a point on the south R/W line of Rosa Street, said point being the Northeast corner of Lot 3, Block 24; thence run N.89°17'23"E., along said South R/W line, a distance of 100.00 feet, to the Northeast corner of Lot I, Block 24 said corner being the point of intersection of the said South R/W line of Rosa Street and the West R/W line of Walter Street, as per O.R.B. 144, page 81, of the public records of Brevard County, Florida, thence run S.00°30'42"E., along the East line of said Lot I, Block 24, and along the said West R/W line of Walter Street, a distance of 105.25' to the Southeast corner of said Lot 1, Block 24, said corner being a point on the South line of aforementioned "Shepard's Clear Lake Village": thence run S.89°17'23"W., along said South line, a distance of 743.57 feet to a point on the aforementioned West line of the Southeast ¼ of Section 19, thence run N.00°21'18"W., along said West line, a distance of 1044.76 feet to the point of beginning.

Gilmore Community Park:

That part of the Northeast 1/4 of the Northeast 1/4 of Section 32, Township 24 South, Range 36 East, Brevard County, Florida, described as follows: From the Northeast corner of said Section 32, run Southerly along the East line of said Section 32, a distance of 920.00 feet to a point on the North right-of-way line of Peachtree Street; thence Westerly along said North right-of-way line, 737.58 feet to its intersection with the East right-of-way line of Prospect Street; thence Northerly along said East right-of-way line 225.92 feet to the Point of Beginning of the parcel of land herein described; from said point of beginning continue Northerly along said East right-of-way line of Prospect Street 115.00 feet; thence run Easterly parallel with the North line of said Section 32, a distance of 225.00 feet; thence Southerly parallel the East right-of-way line of Prospect Street, 115.00 feet; thence Westerly parallel with the North line of said Section 32, a distance of 225.00 feet to the Point of Beginning.

and

A tract or parcel of land situate in Section 32, Township 24 South, Range 36 East, in the City of Cocoa, Brevard County, Florida, described as follows: From the Northeast corner of Section 32, Township 24 South, Range 36 East, Tallahassee Meridian, run Southerly along the East line of said Section 32, a distance of 920 feet to a point on the North right-of-way line of Peachtree Street as presently located, thence Westerly along said North right-of-way line 737.58 feet to its intersection with the East right-of-way line of Prospect Street, as presently located, thence run Northerly along said East right-of-way line of Prospect Street, a distance of 340.92 feet to an iron pipe set at the point of beginning of the tract or parcel of land to be conveyed hereby; from said point of beginning, for a first course of the land to be conveyed hereby continue Northerly along said East right-of-way line of Prospect Street, a distance of 100 feet to an iron pipe; thence for a second course, run Easterly and parallel to the North line of said Section 32, a distance of 231.61 feet to an iron pipe; thence for a third course, run Southerly and parallel to the course first given, a distance of 100 feet to an iron pipe; and thence for a fourth course, run Westerly and parallel to the course second given 100 feet distant Southerly therefrom, a distance of 231.61 feet to the iron pipe set at the point of beginning of the land conveyed hereby.

Dr. Joe Lee Smith Park:
NEEDS UPDATING BY THE CITY OF COCOA

Junny Rios Martinez Park:
Parcel A

Beginning at the Southeast corner of Cocoa North 7, as recorded in P.B. 30, Pages 33 & 34, of the Public Records of the City of Cocoa, Brevard County, Florida. Thence S.53°01'12"W 529.80 feet to the Northeasterly R.O.W. of Westminster Drive; thence S36°58'48"E along said R.O.W. 225.01 feet to a curve concave to the North; thence along said curve having a radius of 25.00 feet, a central angle of 90°00'00" and a length of 39.27' to the Northwest R.O.W. of S.R. 524; thence N53°01'12"E, along said R.O.W. 318.57 feet to the East line of the Southwest ¼ of Section 13, Township 24 South, Range 35 East, thence N00°17'11"W, along said Section 311.79 feet to the Point of Beginning for this description.

Parcel B

Commence at the South ¼ corner of Section 13, Township 24 South, Range 35 East, Brevard County, Florida; thence run N.00 degrees 18'01"W, along said section 664.40 feet to the North right-of-way line of State Road No. 524; thence run S.53 degrees 01'12"W along said right-of-way 440.00 feet to the POB; thence continue S.53 degrees 01'12"W 670.33 feet; thence run N.00 degrees 08'28"W., 312.38 feet; thence run N.53 degrees 01'12"E., 508.04 feet; thence run S.36 degrees 58'48"E., 225.00 feet; thence run along the arc of a curve concave Southwesterly, having it's elements a radius of 25.00 feet, a central angle of 90 degrees 00'00" and an arc distance of 39.27 feet to the POINT OF BEGINNING. Said parcel containing 3.4502 acres, more or less.

Provost Park:

A tract of land in the southwest quarter (SW1/4) of the northeast quarter (NE1/4) of Section thirty-two (32), in Township twenty-four (24) South, Range thirty-six (36) East, as is more particularly described in warranty Deed recorded in Official Records Book 745, Page 528 of the Public Records of Brevard County, Florida, which is said metes and bounds description is incorporated herein by reference thereto.

and

(1) Lot 26 Block "A" and lots 3 and 4 Block "B" of C. L. Hughletts' Washington Heights Addition to Cocoa, Florida as per plat as recorded in Plat Book "O" Page 18 of the public records of Brevard County, Florida less the Right-of-Way of the Florida East Coast Railroad.

(2) Begin at a point on the West line of Section 28, Township 24 South, Range 36 East at a point 665 feet north of the S.W. corner of said Section 28, thence for a first course run North along the West line of said Section 28 a distance of 105 feet, thence for a second course run east parallel to the South line of said Section 28 to the Westerly Right-of-Way of the Florida East Coast Railroad, thence for a third course run Southeasterly along said Right-of-Way to the North Right-o-Way of Bellefont Ave., said Bellefont Avenue shown on the Plat of C. L. Hughlett's Washington Heights Addition to Cocoa as Platted in Plat Book "O" Page 18 of the public records of Brevard County, Florida, thence for a fourth and final course run Westerly along the North Right-of-Way of said Bellefont Avenue to the West line of said Section 28 and the Point of Beginning. Being that part of that certain parcel of land described in Deed Book "FF" Page 172

of the public records of Brevard County, Florida, that lies West of the Florida East Coast Railroad Right-of-Way.

Travis Park:

A parcel of land located in the North one-half of section 19, Township 24 South, Range 36 East, Brevard County, Florida and being more particularly described as follows:
Commence at the Southeast corner of the North one-half of said section 19; thence North 00° 03' 19" East along the East line of said North one-half for a distance of 1146.00 feet to a point on the North line of the South 1146.00 feet of the Northeast one-quarter of said section 19; thence departing said East line. Run South 89° 33' 30" West along said North for a distance of 1318.97 feet to the Southwest corner of those lands described in official record book 2295, page 1696 of the public records of Brevard County, said point also being the point of beginning of the herein described parcel; thence South 89° 33' 30" West for a distance of 769.7 feet, more or less, to the waters of Clear Lake; thence Northeasterly along the waters of Clear Lake for a distance of 929.8 feet, more or less; thence North 04° 21' 20" East for a distance of 362.7 feet, more or less, to the Southeast corner of Lot 1, Block 7, College Greens Estates Unit 1, according to the plat thereof as recorded in Plat Book 19, page 66; thence North 19° 04' 51" East along the East line of said Lot 1 for a distance of 110.99 feet to a point on the South right of way line of Michigan Avenue, a 100 foot wide right of way; thence departing said East line, run South 78° 34' 00" East along said South right of way line for a distance of 424.79 feet; thence departing said South right of way line, run thence South 89° 33' 30" West along the North line of said lands described in Official Record Book 2295, Page 1696 for a distance of 69.75 feet to the Northwest corner of said described lands; thence South 10° 57' 30" West along the west line of said described lands for a distance of 1014.37 feet to the point of beginning; containing 12.82 acres, more or less.

Unless otherwise indicated all public records refer to the public records of Brevard County, Florida. The above described lands is subject to all rights-of-way, easements, agreements, covenants, and restrictions of record. The surveyor did not perform a search of the public records.

Park Amenity Inventory

- 1. Carl E. Anderson Park: Park Amenity Inventory:** Playground Equipment, Pavilion, Basketball Court and Parking Area
- 2. Cocoa Manor Park: Park Amenity Inventory:** Autumn's Place, Playground Equipment, Picnic Tables, Pavilion and Parking Area
- 3. Don "Mo" Stradley Memorial Park: Park Amenity Inventory:** Sports Complex Ball Fields, Youth Football Field, Supporting Facilities, Horsehoses, Restrooms, Picnic Shelter, Concessions and Parking Area
- 4. Gilmore Community Park: Park Amenity Inventory:** Playground Equipment, Picnic Pavilion and Parking Area
- 5. Dr. Joe Lee Smith Park: Park Amenity Inventory:** Community Center, Swimming Pool, Playground Equipment, and Parking Area
- 6. Junny Rios Martinez Park: Park Amenity Inventory:** Tennis Court, Basketball Court, Parking Area, Picnic Pavilion, Restrooms, Playground and Walking Path
- 7. Provost Park: Park Amenity Inventory:** Rugby Field, Rugby Concession, Soccer Field, Parking Areas, Two Pavilions (East Pavilion has food serving facilities), Two Basketball Courts, Tennis Court, Playground Equipment, and Softball Field.
- 8. Travis Park: Park Amenity Inventory:** Playground, Sand Volleyball Court, Community Center, Shelter, Parking Area and one-half Basketball Court.