



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

**DATE:** August 9, 2018

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** Paul Sladek, Manager *PS*  
Real Estate Management Department

**FROM:** Alex Feinman, Leasing Program Manager *AF*  
Real Estate Management Division

**CONTACT PERSON:** Paul Sladek, Manager

**DIVISION:** Real Estate Management  
Phone: 407-836-7090

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL BETWEEN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA AND ORANGE COUNTY AND AUTHORIZATION TO DISBURSE FUNDS TO PAY SUBMERGED LANDS RENEWAL FEE, RECORDING FEES, AND RECORD INSTRUMENT

**PROJECT:** Moss Park and Lake Mary Jane – Boat Dock  
12901 Moss Park Road, Orlando, Florida, 32832  
Lease File #4022  
  
District 4

**PURPOSE:** To provide for the continued operation of a mooring dock on Lake Mary Jane.

**ITEM:** Sovereignty Submerged Lands Fee Waived Lease Renewal  
Cost: No rent  
Size: 7,775 square feet  
Term: 5 years

**BUDGET:** Account No.: 1050-068-1801-3167 (Submerged Land Renewal Fee)  
1050-068-1801-3148 (recording fees)

**FUNDS:** \$657.00 Payable to Florida Department of Environment Protection  
(Submerged Land Renewal Fee)

\$120.50 Payable to Orange County Comptroller  
(recording fees)

**APPROVALS:** Real Estate Management Division  
Parks and Recreation Division  
Risk Management Division

**REMARKS:** The property subject to this lease is sovereign submerged land owned by the state. The County's use of the property shall be solely for the permitted uses.

This five-year lease renewal will enable the Parks and Recreation Division to continue to operate a boat dock on Lake Mary Jane in Moss Park. The lease term will terminate September 4, 2023. The lease may be renewed at the state's discretion for an unspecified term.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

AUG 21 2018

This Instrument Prepared By:

M. Sue Jones

Action No. 38531

Bureau of Public Land Administration

3900 Commonwealth Boulevard

Mail Station No. 125

Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL

BOT FILE NO. 480033173

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

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

A parcel of sovereignty submerged land in Section 26,  
Township 24 South, Range 31 East, in Lake Mary Jane,  
Orange County, Florida, containing 7.775 square feet, more or less,  
as is more particularly described and shown on Attachment A, dated August 18, 2004.

TO HAVE THE USE OF the hereinabove described premises from September 4, 2018, the effective date of this Lease renewal, through September 4, 2023, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 16-slip commercial docking facility with an access boardwalk, fishing and observation deck area to be used exclusively for mooring of non-motorized watercraft and powerboats, and fishing and passive recreational activities on the deck area in conjunction with an upland public park and campground, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 25, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 48-198008-001, dated September 4, 2003, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A and Modified Permit No. 48-198008-003, dated September 21, 2004. All of the foregoing subject to the remaining conditions of this lease.

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

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

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

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

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

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

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

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

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

Orange County  
Office of County Administrator  
P.O. Box 1393  
Orlando, Florida 32802-1393

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. SPECIAL LEASE CONDITION: The Lessee shall prohibit mooring, on either a temporary or permanent basis along the entire access boardwalk and the terminal deck area (observation deck). To ensure compliance, the Lessee shall place and maintain, during the term of this lease and any subsequent renewal periods, (1) a guard and intermediate rail(s) consistent with state or local building code(s) or a 4-foot high railing and a 2-foot high intermediate railing along the entire access boardwalk and terminal deck area (observation deck); and (2) signs advising boaters that mooring at the above described locations, on either a temporary or permanent basis, is prohibited.



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

WITNESSES:

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

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

(SEAL)

BY:

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

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 2nd day of October, 2018, by  
Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State  
of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

DEP Attorney

7/10/2018

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires

Commission/Serial No.

KATHY C. GRIFFIN

Notary Public - State of Florida

Commission # FF 917725

My Comm. Expires Nov 27, 2019

Bonded through National Notary Assn.



WITNESSES:

Orange County, Florida

By its Board of County Commissioners

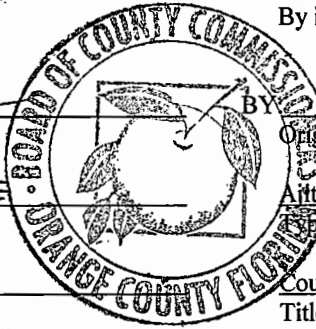
(SEAL)

Katie Mueh  
Original Signature

Craig A. Stopysa  
Typed/Printed Name of Witness

Craig A. Stopysa  
Original Signature

Craig A. Stopysa  
Typed/Printed Name of Witness



Ajit Lalchandani  
Original Signature of Executing Authority

Ajit Lalchandani  
Typed/Printed Name of Executing Authority

County Administrator  
Title of Executing Authority

"LESSEE"

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Ajit Lalchandani as County Administrator, for and on behalf of the Board of County Commissioners of Orange County, Florida. He is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

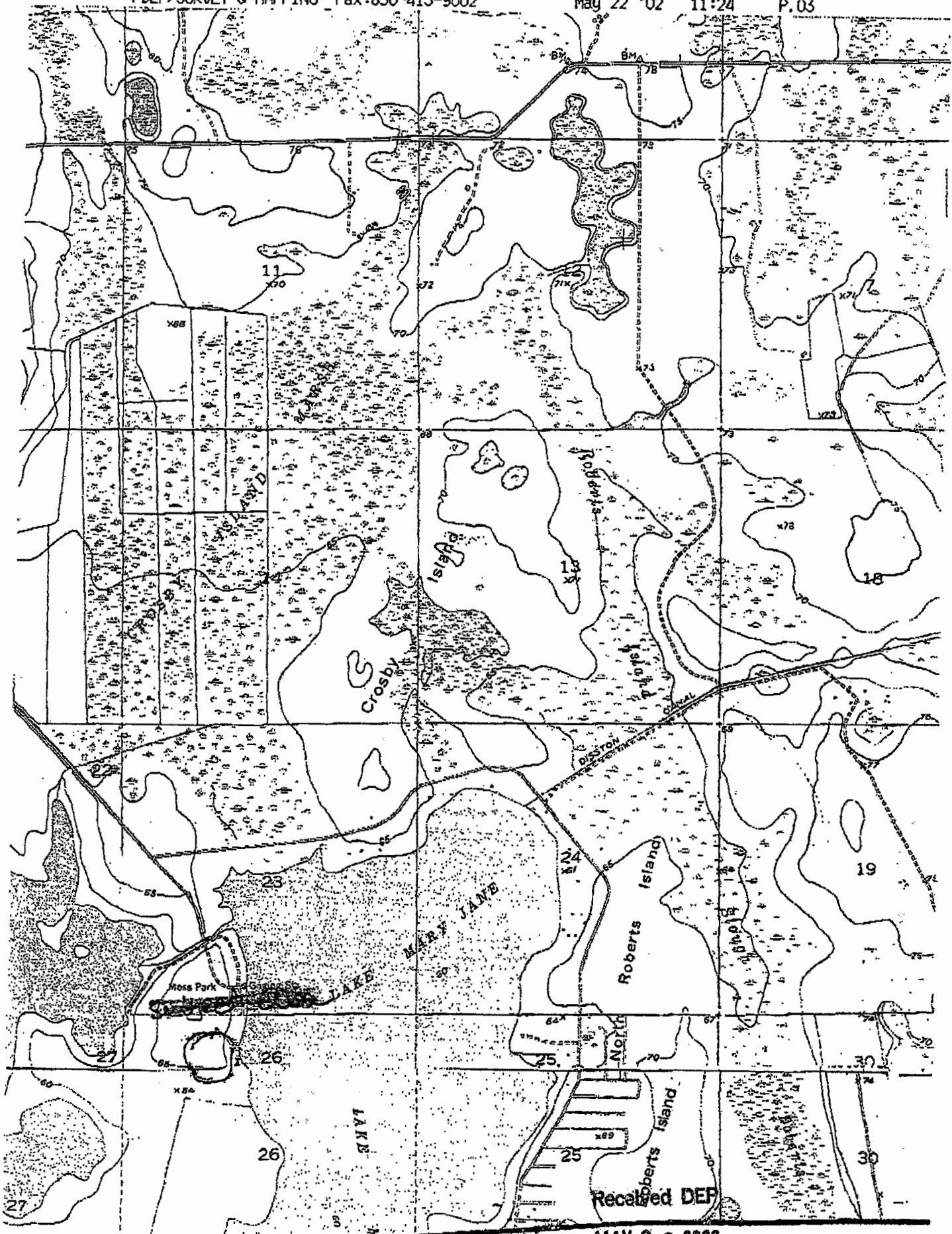
August 19, 2019  
Commission/Serial No. 221795

Noelia Perez  
Signature of Notary Public

Notary Public, State of Florida  
Noelia Perez  
Printed, Typed or Stamped Name



NOELIA PEREZ  
MY COMMISSION # FF 221795  
EXPIRES: April 19, 2019  
Bonded Thru Budget Notary Services



RECEIVED

AUG 31 2004

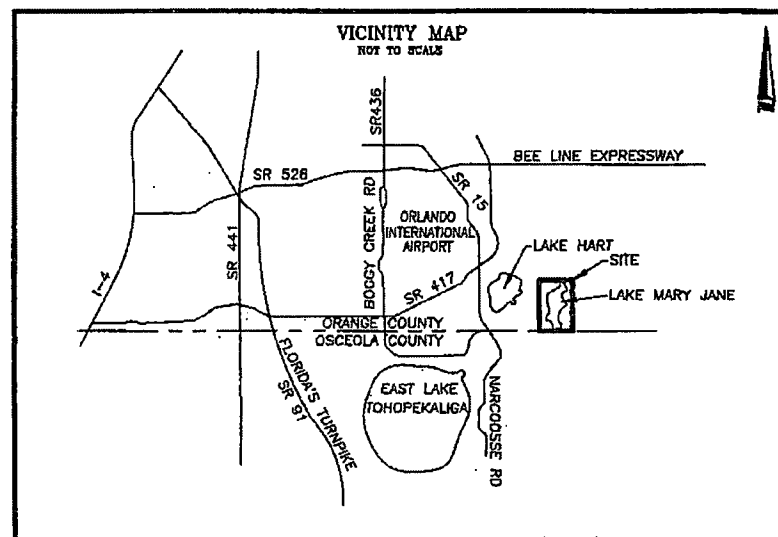
Central Dist. - DEP

# DESCRIPTION

A portion of Section 26, Township 24 South, Range 31 East in Lake Mary Jane, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 26; said point being South 88°02'27" East 1246.59 feet from the Northwest corner of said Section 26; thence continue South 88°02'27" East 1098.92 feet along the North line of the Northwest 1/4 of said Section 26; thence departing said Section line; thence South 01°57'33" West 2011.15 feet for a POINT OF BEGINNING; said point being 4.00 feet northerly of the centerline of a proposed boat dock, when measured at right angles from said centerline; thence continue South 01°57'33" W a distance of 0.33 feet to a point on the 60.5 Safe Upland Contour line; thence South 31°41'58" East along said contour line 7.77 feet; thence North 66°10'35" East 294.67 feet, thence South 23°49'25" East 20.00 feet, thence North 66°10'35" East 24.00 feet, thence North 23°49'25" West 49.30 feet, thence South 66°10'35" West 28.11 feet, thence North 23°58'50" West 74.70 feet, thence South 66°10'35" West 48.00 feet, thence South 23°58'50" East 72.77 feet, thence North 65°58'59" East 20.00 feet, thence South 26°58'50" East 23.30 feet, thence South 66°10'35" West 263.54 feet to the Point of Beginning.

Containing 7775 square feet, more or less.

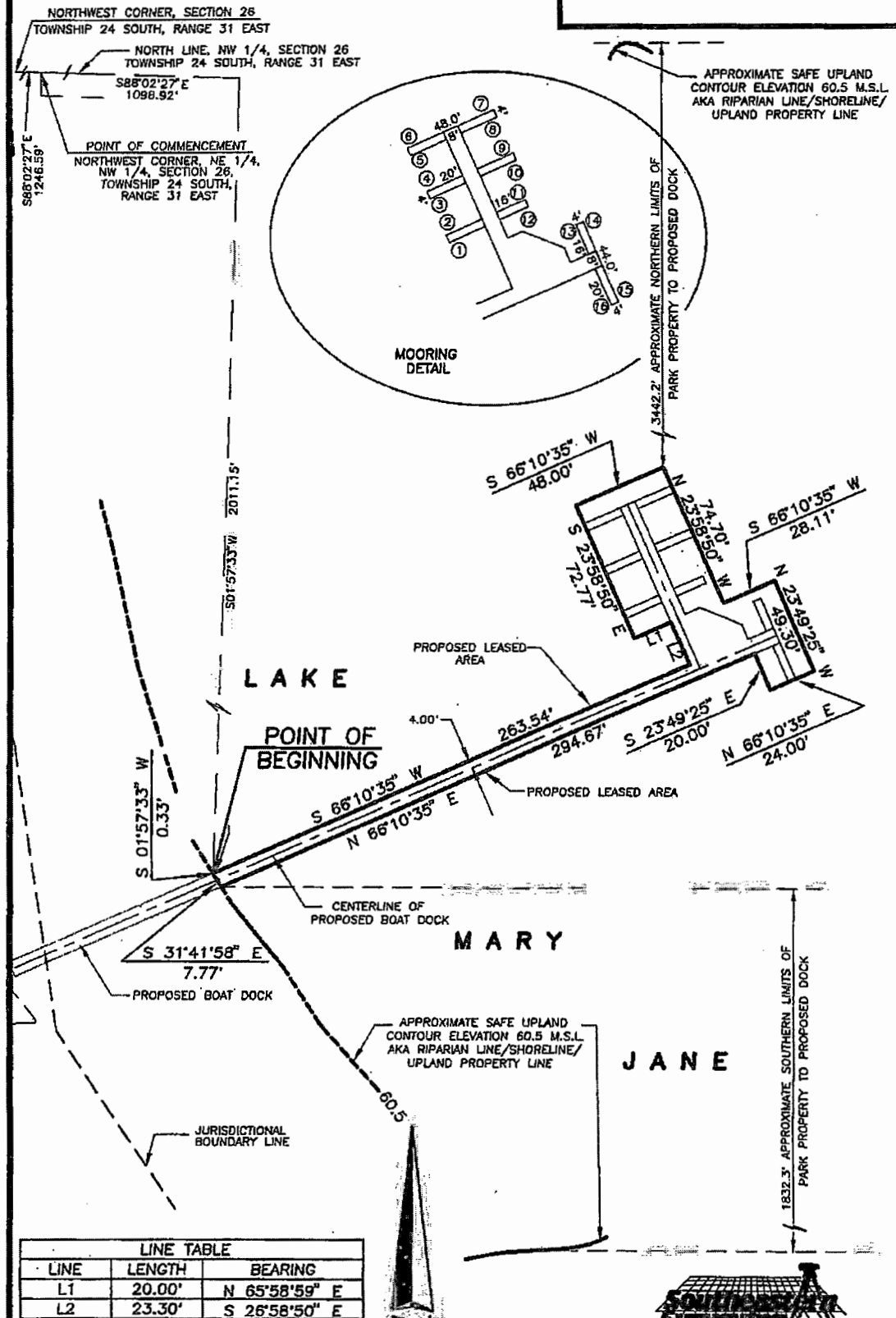


## SURVEYORS NOTES

1. Bearings shown hereon are based on the North line of the Northwest 1/4 of Section 26, Township 24 South, Range 31 East, Orange County, Florida, being South 88°02'27" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.
3. Linear footage of shoreline Lake Mary Jane 6,401 feet, more or less.

<p><b>DESCRIPTION</b></p>	<p>Date: Apr. 24, 2003 MR</p>	<p>CERT. NO. LB2108 45580006</p>
<p>FOR Orange County, Florida</p>	<p>Job No.: 45580006 Scale: 1" = 60'</p>	
<p>CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b> Revised : August 18, 2004 SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH</p>		<p>SOUTHEASTERN SURVEYING &amp; MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32816-4350 (407)292-8680 fax (407)292-0141 email: info@southeasternsurveying.com <i>Gary B. Krick</i> GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4246</p>

# SKETCH OF DESCRIPTION



1,668.00  
6/11.60

# This Indenture,

Made this 21st day of July A. D. 1975  
BETWEEN

HARRY D. DIAMOND, joined by his wife, SUSAN L. DIAMOND  
of the County of Nassau in the State of Florida, part Y of the first part, and  
ORANGE COUNTY, a political subdivision of the State of Florida  
of the County of Orange in the State of Florida whose post office address is  
P.O. Box 1393 Orlando, Florida, 32802  
part of the second part.

## PERMANENT FILE

**Witnesseth,** That the said part y of the first part, for and in consideration of the sum of  
TEN & NO/100 and other good and valuable considerations Dollars,  
to him in hand paid by the said part of the second part, the receipt whereof is hereby acknowl-  
edged, has granted, bargained, and sold to the said part of the second part, heirs  
and assigns forever, the following described land, situate, and being in the County of Orange  
State of Florida, to-wit: lying West and South of Lake Mary Jane, and  
All of Section 36, lying west of canal connecting Lake Mary Jane and  
Lake Myrtle, plus all of Section 35, less the NW 1/4 of SW 1/4 and  
less SW 1/4 of SW 1/4 and less SE 1/4 of SW 1/4, plus all of Section  
26, less NE 1/4 of NW 1/4 (less S. 880 ft. thereof) and less NW 1/4  
of NE 1/4 (less S. 880 ft. thereof), plus NE 1/4 of Section 27,  
lying easterly of Lake Hart, all in Township 24 South, Range 31 East.  
SUBJECT TO: Taxes for the year 1975 and subsequent years. Reserva-  
tions as contained in deed from Trustees of the Internal Improvement  
Fund filed in Deed Book 561, Page 157, Public Records of Orange County,  
Florida. Easement to Central and Southern Florida Flood Control  
District as recorded in O.R. Book 280, Page 163, Public Records of  
Orange County, Florida. Easement to Florida Power Corporation as  
recorded in O.R. Book 1738, Page 1015, Public Records of Orange County,  
Florida. Reservations for roadway purposes as shown on map prepared  
by E. E. White, Civil Engineer, Orlando, Florida in January 1922 as  
contained in Deed Book 252, Page 317, Public Records of Orange County,  
Florida. The Grantor herein quitclaims any right, title and interest  
he may have in and to the water column, submerged lands, mineral rights  
and products thereof in Lake Mary Jane.

And the said part y of the first part do hereby fully warrant the title to said land, and will defend the  
same against the lawful claims of all persons whomsoever.

**In Witness Whereof,** The said part Y of the first part has hereunto set his  
hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

*Marie D. Vetere*

*Harry D. Diamond*  
HARRY D. DIAMOND

L.S.

*Ernest B. Bowman*

*Susan L. Diamond*  
SUSAN L. DIAMOND

L.S.

STATE OF FLORIDA, NEW YORK  
COUNTY OF NASSAU

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

HARRY D. DIAMOND AND SUSAN L. DIAMOND

to me known to be the person described in and who executed the foregoing instrument and they acknowledged  
before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of  
July A. D. 1975

*Solomon Ruler*  
Notary Public, State of New York  
My commission expires:

SOLOMON RULER  
NOTARY PUBLIC, State of New York  
No. 333900  
Qualified in Nassau County  
Commission Expires March 30, 1977

This Instrument prepared by:

Address

THIS INSTRUMENT WAS PREPARED BY:  
FRED P. CATSMAN, Lawyer  
150 N.E. 2nd AVENUE

22100  
P.O. Box 2834  
Orlando, FL 32802

85

191111Z UNCL  
APR 9 12 00 PM '69

APR 9 12 00 PM '69

C.R. 1721 - 487

OR 1721, Page 487  
Moss Park  
Fee Simple - Drainage Canal

CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT, a body corporate, created by the Acts of the Florida Legislature of 1949, with its principal office at 901 Svernia Street, West Palm Beach, Palm Beach County, Florida, the Quitclaimor, in consideration of the sum of ONE DOLLAR (\$1.00), and other valuable considerations, received from the COUNTY OF ORANGE, a political subdivision of the State of Florida, the Quitclaimee, hereby, on this 27th day of February, A. D. 1965, quitclaims to the Quitclaimee all of the interest of the Quitclaimor in the real property in Orange County, Florida, described as:

All that part of that certain 173 foot strip of land described in that certain Easement Deed as recorded in Official Records Book 266, page 486, lying Southwaly of the following specifically described line:

From a 5" x 5" concrete monument, marking the Southwest (SW) corner of Section 23, Township 24 South, Range 31 East, the coordinates of which are  $X = 437,366.72$  and  $Y = 1,470,688.76$ , bear North  $0^\circ 18' 04''$  East, along the West line of said Section 23, a distance of 960.34 feet to the point of beginning; Thence, North  $84^\circ 00' 00''$  East, a distance of 783.03 feet to the point of curvature of a curve to the left, having a central angle of  $24^\circ 13' 00''$  and a radius of 360 feet; Thence, Northeasterly, along the arc of said curve, a distance of 152.16 feet to the point of tangency; Thence, North  $39^\circ 47' 00''$  East, a distance of 637.46 feet; Thence, North  $64^\circ 06' 00''$  East, a distance of 492.02 feet to the point of curvature of a curve to the right, having a central angle of  $23^\circ 54' 00''$  and a radius of 640 feet; Thence, Northeasterly along the arc of said curve, a distance of 198.90 feet to the point of tangency; Thence, due East, a distance of 850.00 feet to the end of the specifically described line.

The above described line being the Southerly line of that certain easement as recorded in Official Records Book 1626, page 1047, Orange County, Florida, public records.

The bearings and coordinates refer to the standard plane rectangular coordinate system for the East Zone of Florida.

IN WITNESS WHEREOF, the CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT has caused these presents to be executed in its name and its official seal affixed hereto by its Governing Board, acting by the Chairman of said Board and attested by its Secretary, at West Palm Beach, Palm Beach County, State of Florida, this 27th day of February, A. D., 1968.

CENTRAL AND SOUTHERN FLORIDA FLOOD  
CONTROL DISTRICT, BY ITS GOVERNING  
BOARD

ST: 156-1111  
CHARTER

## SECRETARY

Prepared by Central - I Section, Florida Power Control Center  
801 South State Street, Tallahassee, Florida

DEED BOOK 405 PAGE 80

23-24-31

This Indenture, Made this third day of March  
A. D. 19 28, BETWEEN M. J. Moss, Jr., and Mary G. Moss, his wife

of the County of Orange and State of Florida  
part 1st of the first part, and Orange County

of the County of Orange and State of Florida,  
part 2nd of the second part, WITNESSETH, that the said part 2nd of the first part, for and in  
consideration of the sum of other valuable considerations and ten Dollars,  
to them in hand paid, the receipt whereof is hereby acknowledged, have granted,  
bargained, sold and transferred, and by these presents do grant, bargain, sell and transfer  
unto the said part 2nd of the second part and heirs and assigns forever, all that  
certain parcel of land lying and being in the County of Orange, and State of  
Florida, more particularly described as follows: That part of the  
SE 1/4 of the SW 1/4 of Section 23, Township 24 South, Range 31 East, and  
lying West of Lake Mary Jane at low water; also that part of the  
SW 1/4 of the SW 1/4 lying South of the Diston Canal and being East and  
South of Lake Hart at low water. Also that part of the S 1/2 of the  
S 1/2 of the N 1/2 of the SW 1/4 lying South of the Diston Canal and all  
being in the SW 1/4 of Section 23, Township 24 South, Range 31 East.  
To be used and improved for Park purposes only and in the event  
the above described property should cease to be used for the purposes  
mentioned herein, then in that event said property shall revert to  
the donors.

## PERMANENT FILE

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right,  
title, interest and estate, dower and right of dower, reversion, remainder and easement thereto be-  
longing on in anywise appertaining: TO HAVE AND TO HOLD the same in fee simple forever.

And the said part 1st of the first part do covenant with the said part 2nd of the second  
part that they are lawfully seized of the said premises, that they are free from all incum-  
brances and that they have good right and lawful authority to sell the same; and the said  
part 1st of the first part do hereby fully warrant the title to said land, and will defend the  
same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said part 1st of the first part have hereunto set their  
hand and seal the day and year above written.

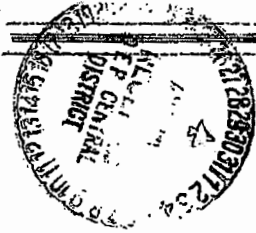
Signed, sealed and Delivered in Our Presence:

Robertson  
H. C. Davis, Jr. Both

M. J. Moss, Jr. (Seal)  
Mary G. Moss (Seal)

UD 405 Page 80 / Moss Park / Fee Simple, Park Land





SEP 4 - 2002  
Central Dist. RPD

State of FLORIDA  
County of ORANGE

I HEREBY CERTIFY, That on this 29th day of March  
A. D. 1930, before me personally appeared M. J. Moss, Jr., and Mary G. Moss,  
his wife to me known to be the person so described in  
and who executed the foregoing conveyance to Orange County  
and severally acknowledged the execution thereof to be their free act and deed for the uses and  
purposes therein mentioned; and the said Mary G. Moss  
the wife of the said M. J. Moss, Jr., on a separate  
and private examination taken and made by and before me, and separately and apart from her  
said husband, did acknowledge that she made herself a party to the said Deed of Conveyance for  
the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of  
dower or of separate property, statutory or equitable, in and to the lands therein described, and that  
she executed said deed freely and voluntarily, and without any constraint, fear, apprehension or  
compulsion of or from her said husband.



Witness my signature and official seal at Orlando  
Orange and State of Florida  
this 29th day of March A. D. 1930.  
L. O. Dunn (Seal)  
Notary Public, State of Florida  
My Com. expires June 21, 1933.

Warranty Deed  
First Edition

M. J. Moss, Jr., and Mary G. Moss, his wife  
Orange County, Florida.

Date March 3, 1930

ABSTRACT OF DESCRIPTION

Filed in the office of the Clerk of the  
Circuit Court of Orange County, Florida  
on the 29th day  
of April A. D. 1930  
at 9:35 o'clock A. M. and recorded  
in DEED Book No. 405  
on page 80-81 and record verified.

L. O. Dunn  
Clerk

