



Meeting Date  
November 15, 2016

AGENDA	
Section	Consent
Item No.	II.B.1

**AGENDA REPORT**  
**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

SUBJECT:	Resolution Re: Conveying the Satellite Beach Sports Park to the City of Satellite Beach – District 4						
	Fiscal Impact: Approval of this action will result in a non-recurring revenue increase of one hundred dollars (\$100) in the South Area Parks Operation budget.						
DEPT/OFFICE:	Community Services Group / Parks and Recreation Department						
Requested Action:							
It is requested the Board							
<ul style="list-style-type: none"> <li>• approve the Resolution,</li> <li>• authorize the Chairman to execute the Resolution,</li> <li>• and authorize the Chairman to execute the Deed</li> </ul> regarding the conveyance of the Satellite Beach Sports Park to the City of Satellite Beach.							
Summary Explanation & Background:							
<p>Brevard County and the City of Satellite Beach entered into an Agreement, dated August 20, 1996, for the development by the City of this 35 acre parcel for recreational use. Over the years, the City has developed active youth athletic fields, a dog park, a skate park and walking trails. The term of this Agreement expires on December 31, 2016. Pursuant to this Agreement and Contract for Sale and Purchase, the Board approved the conveyance of this property to the City for \$100, to be closed on or before December 31, 2016. The Brevard County Utilities Department will continue to utilize portions of the property for utility operations through easements retained by Brevard County. In addition, there are no outstanding bonds associated with this property.</p> <p>Adoption of this Resolution declares the property is not needed for County purposes at this time and states the desire to convey the Satellite Beach Sports Park to the City of Satellite Beach for the for the purpose of serving the public interest.</p>							
Contact: Jack Masson <a href="mailto:Jack.masson@brevardparks.com">Jack.masson@brevardparks.com</a> 633-2046 X32							
Clerk to the Board Instructions:							
Exhibits Attached: Resolution w/Exhibits A, B, Deed w/Exhibits A, B							
Contract /Agreement (If attached): Reviewed by County Attorney							
		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager, Frank Abbate		Jack Masson, Parks & Recreation Department Director 633-2046; jack.masson@brevardparks.com				
Stockton Whitten, County Manager	Assistant County Manager, Venetta Valdengo						



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

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

November 16, 2016

**M E M O R A N D U M**

**TO:** Jack Masson, Parks and Recreation Director

**RE:** Item II.B.1., Resolution for Conveying the Satellite Beach Sports Park to the City of Satellite Beach

The Board of County Commissioners, in regular session on November 15, 2016, adopted Resolution No. 16-206; and executed the County Deed conveying the Satellite Beach Sports Park to the City of Satellite Beach. Enclosed is original Resolution and County Deed for your action.

**Upon recordation of the Resolution and Deed, please return the fully-executed documents to this office for inclusion in the official record.**

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/ds

Encls. (2)

cc: Contracts Administration  
Asset Management  
Finance  
Budget

RESOLUTION NO. 2016- 206

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

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

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

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

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

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

1. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.
2. The County and the City entered into an Agreement on August 20, 1996, attached and incorporated herein as **Exhibit B**, whereby the City was desirous of developing, constructing and operating additional relational facilities to allow the City to continue to provide recreation services for both the residents of the City and residents of the unincorporated area.
3. The Agreement included a Contract for Sale and Purchase.
4. The Agreement contains an Addendum including a Special Clause: A. The closing date shall be on or before December 31, 2016; however, under no circumstances shall the transfer of title of the subject Real Property be prior to the defeasement of any or all of the Brevard County, Florida Utility Revenue Refunding Bonds, Series 1995, and the closing date shall be amended to accommodate this requirement.
5. The County has determined that the Property is not needed by the County.
6. The consideration for the Property conveyance shall be one hundred dollars (\$100.00).
7. This Resolution shall take effect immediately upon its adoption.

***DONE, ORDERED AND ADOPTED*** this 15<sup>th</sup> day of November, 2016.

ATTEST:

  
\_\_\_\_\_  
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

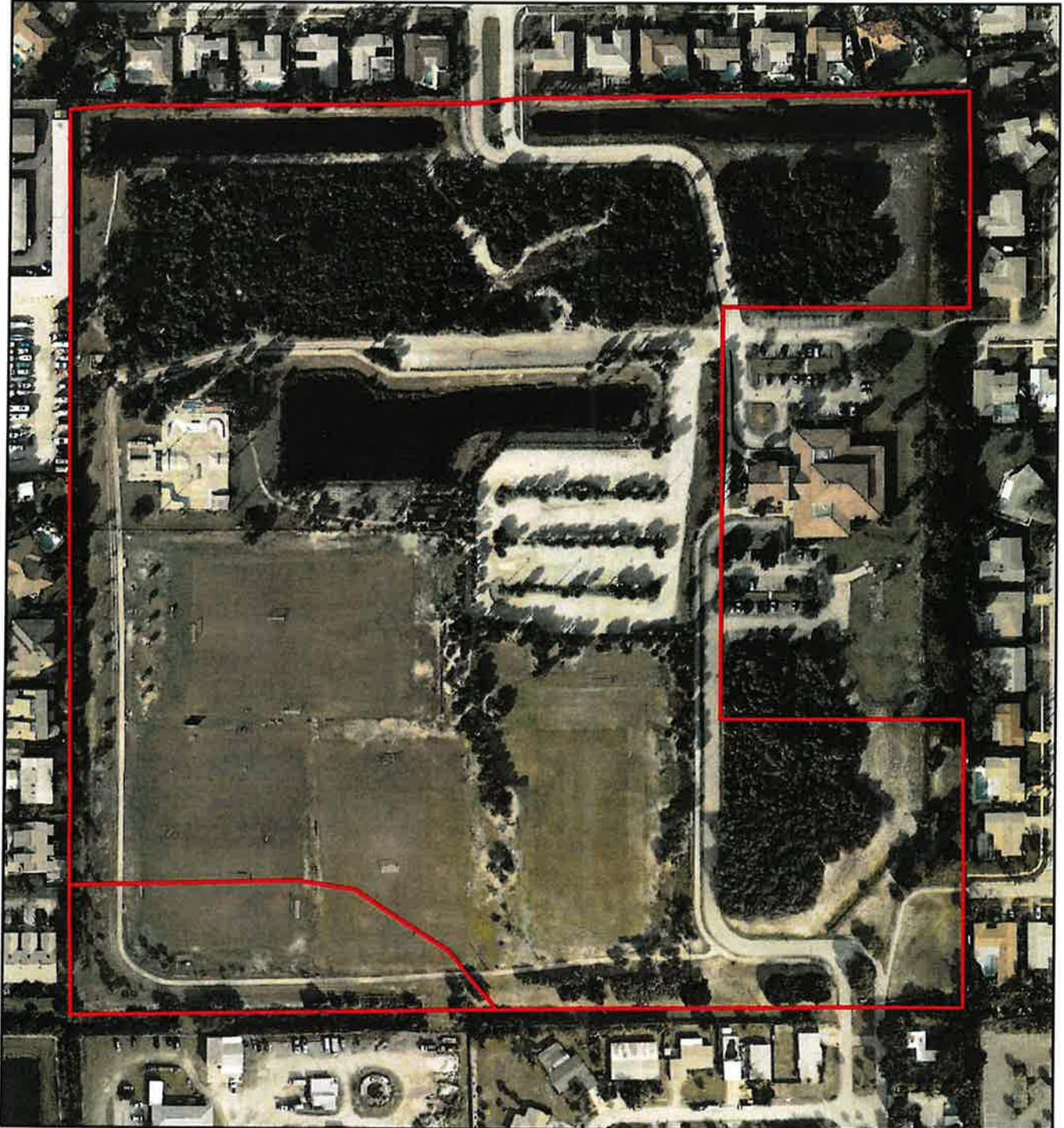
  
\_\_\_\_\_  
Jim Barfield, Chairman

As approved by the Board on 11/15/2016.

# Exhibit A

## Satellite Beach Sports and Recreation Park

750 Jamaica Boulevard  
Satellite Beach, FL 32937



2016 Aerial

## Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way  
Viera, FL 32940

0 50 100  
Feet



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

**Scott Ellis**

Clerk Of Courts, Brevard County

#Pg: 11    #Pages: 2  
Trust: 8.00    Rec: 48.00    Ser: 0.00  
Mgt: 0.00    Excise: 0.00  
Int Tax: 0.00



CFN:200338643    11-12-2003 09:43 am  
OR Book/Ingr: 5115 / 3809

**AGREEMENT**

THIS AGREEMENT entered into this 20th day of August, 1996, 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 CITY OF SATELLITE BEACH, a Florida municipal corporation, hereinafter referred to as "CITY."

**WITNESSETH:**

WHEREAS, the CITY is the primary provider of recreational facilities and programs for residents of both the CITY and the unincorporated areas of the COUNTY north of the CITY (hereinafter "unincorporated area"), particularly the youth of these areas; and

WHEREAS, the demands placed upon the CITY's recreational facilities has increased to the point that the CITY can no longer adequately meet the demands of both the residents of the CITY and the residents of the unincorporated areas; and

WHEREAS, the CITY desires to continue to provide and encourage participation in recreational programs offered by the CITY to the residents of both the CITY and the unincorporated areas; and

WHEREAS, the COUNTY is the owner of certain real property located in the CITY, which can be developed for recreational purposes, and is legally described in Exhibit "A" attached hereto (hereinafter "PARK"); and

WHEREAS, the CITY wishes to obtain the PARK for the purpose of developing, constructing and operating additional recreational facilities to allow it to continue to provide recreational services for both the residents of the CITY and the residents of the unincorporated area; and

WHEREAS, the COUNTY desires for the CITY to continue to provide the foregoing recreational services to both the residents of the CITY and the unincorporated area, and will convey said PARK to the CITY for the development, construction, operation and maintenance of recreational facilities at the PARK to be open for public participation subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants set forth herein, it is mutually agreed by and between the parties as follows:

- 1. TERM.** This Agreement shall be effective on the date that the latter party executes this Agreement. This Agreement shall terminate on December 31, 2016. The property subject to this Agreement is also subject to a contract for sale and purchase of even date by and between the COUNTY, as seller, and the CITY, as buyer, attached hereto.

Prepared by:  
Office of the County Attorney  
2725 Judge Fran Jamieson Way  
Building C- Suite 308  
Viera, Florida 32940

**COUNTY DEED**

**THIS INDENTURE**, made this 15 day of November between **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and **CITY OF SATELLITE BEACH**, a Florida Municipal Corporation, party of the second part,

(Whenever used herein the terms "party of the first part" and "party of the second part" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Party of the first part" and "party of the second part" are used for singular and plural, as the context requires and the use of any gender shall include all genders)

**WITNESSETH:** That the said party of the first part, for and in consideration of the sum of Ten Dollars, to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land situate, lying and being in Brevard County, Florida, and commonly referred to as Satellite Beach Sports Park, to wit:

**Those parcels identified by the Property Appraiser's Parcel Identification Numbers: 27-37-02-00-00751.0-0000.00 and 27- 37-02-00-00755.0-0000.00; and**

**As further depicted in Exhibit A, entitled "Property Description," attached hereto and by reference made a part hereof, with no reservation of mineral or gas rights.**

However, the party of the first part reserves easements as depicted in Exhibit B entitled "Easement Legal Description," which is hereby incorporated by reference, for perpetual nonexclusive utility and drainage easements on, over and through the land for the purpose of accessing, installing, maintaining and/or repairing utilities lines, pipes, services, lift stations, and all necessary appurtenances thereto.

**IN WITNESS WHEREOF** the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid.

ATTEST:

  
\_\_\_\_\_  
Scott Ellis, Clerk of Court

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

By:

  
\_\_\_\_\_  
Jim Barfield, Chairman

As approved by the Board 11/15/16



Exhibit B

**Scott Ellis**

Clerk Of Courts, Brevard County

#Pages: 11 #Names: 2  
Trust: 8.00 Rec: 45.00 Serv: 0.00  
Mtg: 0.00 Expise: 0.00  
Int Tax: 0.00



CFN 2003358443 11-12-2003 09:43 am  
OR Book/Page: 5115 / 3809

**AGREEMENT**

THIS AGREEMENT entered into this 20th day of August, 1996, 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 CITY OF SATELLITE BEACH, a Florida municipal corporation, hereinafter referred to as "CITY."

**WITNESSETH:**

WHEREAS, the CITY is the primary provider of recreational facilities and programs for residents of both the CITY and the unincorporated areas of the COUNTY north of the CITY (hereinafter "unincorporated area"), particularly the youth of these areas; and

WHEREAS, the demands placed upon the CITY's recreational facilities has increased to the point that the CITY can no longer adequately meet the demands of both the residents of the CITY and the residents of the unincorporated areas; and

WHEREAS, the CITY desires to continue to provide and encourage participation in recreational programs offered by the CITY to the residents of both the CITY and the unincorporated areas; and

WHEREAS, the COUNTY is the owner of certain real property located in the CITY, which can be developed for recreational purposes, and is legally described in Exhibit "A" attached hereto (hereinafter "PARK"); and

WHEREAS, the CITY wishes to obtain the PARK for the purpose of developing, constructing and operating additional recreational facilities to allow it to continue to provide recreational services for both the residents of the CITY and the residents of the unincorporated area; and

WHEREAS, the COUNTY desires for the CITY to continue to provide the foregoing recreational services to both the residents of the CITY and the unincorporated area, and will convey said PARK to the CITY for the development, construction, operation and maintenance of recreational facilities at the PARK to be open for public participation subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants set forth herein, it is mutually agreed by and between the parties as follows:

1. **TERM.** This Agreement shall be effective on the date that the latter party executes this Agreement. This Agreement shall terminate on December 31, 2016. The property subject to this Agreement is also subject to a contract for sale and purchase of even date by and between the COUNTY, as seller, and the CITY, as buyer, attached hereto.

2. **RECORDING.** This Agreement and the contract for sale and purchase referred to in Paragraph 1 shall be recorded by either party.

3. **USE OF PROPERTY.** The COUNTY hereby agrees to allow the CITY to use the PARK for the purpose of constructing, operating and maintaining recreation facilities, including municipal buildings, subject to the following terms and conditions:

a. Use of the PARK shall be in accordance with all applicable laws, rules and regulations.

b. The CITY shall be responsible for development and construction of improvements to the PARK, as well as daily operation, scheduling and maintenance of the PARK for the purpose of conducting recreational activities at the CITY's sole expense. All improvements or alterations to the PARK shall be subject to review and approval by the COUNTY as described in Paragraph 4 below. The CITY will provide and administer adequate personnel to supervise all activities sponsored or sanctioned by the CITY which take place at the PARK.

c. The CITY will retain title to all personal property purchased by the CITY and placed at the PARK, unless otherwise agreed to by the parties. All personal property belonging to the CITY will be marked in a manner consistent with the character of the PARK.

d. The CITY shall not make any unlawful or immoral use of the PARK. The PARK shall not be utilized for purposes inconsistent with those set forth herein. A breach of this subparagraph shall be considered a material breach of this Agreement.

e. Recreational activities conducted at the PARK shall be open to public participation. If during the term of this Agreement, the CITY charges fees for recreational uses and/or services at the PARK, COUNTY residents shall be charged the same as CITY residents.

f. The parties hereto understand that during the term of this Agreement, the CITY may apply for an enter into grant agreements for improvements to, and operation of, the PARK consistent with the purposes and terms of this Agreement. Should funding for such grant requests require the application by, and/or joinder of, the COUNTY because of its status as owner of the PARK, the COUNTY shall apply for and/or join in any grant request application and execute any documents necessary to implement said request. It is further understood and agreed that during the term of this Agreement, the CITY will be obligated to assume existing and future grant conditions relating to the operation and maintenance of the PARK. The COUNTY agrees that it shall not execute or apply for any grant request for the PARK without the express approval of the CITY because of the CITY's obligation to operate, staff and maintain the PARK pursuant to any grant requirements.



4. **IMPROVEMENTS.** The plans, specifications, and location for all improvements, structures, landscaping and facilities proposed to be made by the CITY to the PARK, which has an estimated individual value of \$100,000.00 or more, shall be submitted to and approved by the COUNTY Manager or his duly authorized representative thereof, prior to the construction or installation of such improvement, structure, landscaping or facility.

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

5. **COMPLIANCE WITH STATUTES.** The CITY comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state and federal governmental bodies applicable to the PARK and any improvements, structures, or facilities placed, installed or constructed thereon, including, but not limited to, all rules and regulations relating to the operation and maintenance of parks and recreation facilities.

6. **REPAIRS, MAINTENANCE AND SECURITY.** It is agreed and understood that the CITY shall be responsible for, and incur the costs of, maintaining, repairing and securing the PARK and facilities as set out in this Agreement and any grant agreements as referenced in Paragraph 2.f. above.

7. **INDEMNIFICATION AND INSURANCE.** The COUNTY shall be held harmless by the CITY for any and all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use of property resulting therefrom, arising out of the CITY's sole negligence or intentional conduct in the use, construction of improvements, changes to the PARK or management and/or operation of the PARK covered under this Agreement and/or anyone's use of, and/or for anyone's participation in activities on the subject property.

The CITY agrees to indemnify the COUNTY, and pay the reasonable cost of the COUNTY's legal defense as may be selected by the COUNTY for all claims described in the hold harmless clause herein, including reasonable attorney's fees and costs. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been paid under this Agreement for this hold harmless provision.

The CITY shall maintain a system of self-insurance or liability insurance with an insurance company acceptable to the COUNTY.



The CITY shall notify the COUNTY immediately in writing of any potential hazardous condition existing on or about the premises.

These insurance requirements shall not relieve or limit the liability of the CITY. The COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the CITY's interests or liabilities, but are merely minimums.

A certificate of insurance indicating that the CITY has coverage in accordance with the requirements of this Agreement shall be furnished by the CITY to the Brevard County parks and Recreation Department Director within ten (10) days from the date of the execution of this Agreement.

8. **RIGHT OF ENTRY BY COUNTY.** The COUNTY or its agents may, at any reasonable time during the regular business hours, 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, and ordinances and laws of any governmental body.

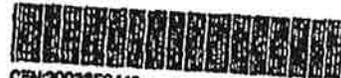
9. **COVENANTS AGAINST ASSIGNMENT.** The CITY, its successors or assigns, shall not assign any portion of this Agreement or allow same to be assigned by the operation of law without the express written approval of the COUNTY.

10. **TERMINATION.** If either party defaults in the performance of any material term(s) of this Agreement, the other party may give the defaulting party sixty (60) days notice to cure said default(s). If the defaulting party does not cure the default within said time, or if such default is of such nature that it cannot be completely cured within said time and the defaulting party does not commence said curing within said sixty (60) days and proceed with reasonable diligence and good faith to thereafter cure said default, the other party may terminate this Agreement. Any property of the CITY not removed within the time to cure shall become the property of the COUNTY.

In the event the County determines, in the County's sole discretion, that the property is needed for utility purposes prior to the closing transferring title of the Park to the City, this Agreement may be terminated upon 270 days notice to the City and the County shall have the right to re-enter the Park and this Agreement shall thereafter be null and void. Should the County terminate for utility purposes, the County shall reimburse the City from its general fund, for the actual cost of the City's improvements to the Park plus an amount equal to the percentage increase in the Consumer Price Index, all urban areas, multiplied by the original cost of the City improvements, using the date of completion of those improvements as the base date for determining the base Consumer Price Index.

11. **NOTICE.** Notice under this Agreement shall be given to the COUNTY by mailing written notice, postage prepaid, to the Office of the County Manager, 2725 Judge Fran Jamieson Way, Viera, Florida 32940; and notice shall be given to the CITY by mailing written notice, postage prepaid, to the City Manager, City of Satellite Beach, 565 Cassia Boulevard, Satellite Beach, Florida 32937.

12. **ATTORNEY'S FEES.** In the event of litigation between the parties arising out of this Agreement concerning their respective rights and/or duties under the terms hereof, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and expenses.



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OR Book/Page: 5115 / 3812

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

STATE OF FLORIDA  
COUNTY OF BREVARD  
This is the day and year first above written  
and  
Witness Signature

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

By: [Signature]  
Mark Cobb, Chairman

As approved by the Board of  
THE CITY OF SATELLITE BEACH

By: [Signature]  
[Seal of the City of Satellite Beach]

Witness Name Printed or Typed

Mary E. Rogers  
Witness Signature

Mary E. Rogers  
Witness Name Printed or Typed

APPROVED: [Signature]  
COUNTY ATTORNEY  
BREVARD COUNTY, FLORIDA

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of September, 1996 by David R. Schechter on behalf of the CITY OF SATELLITE BEACH, who is personally known to me or who produced the following identification:

Barbara L. Boyens  
Notary Public

My Commission Expires:

OFFICIAL NOTARY SEAL  
BARBARA L. BOYENS  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC28641  
MY COMMISSION EXP. SEPT. 6, 1999

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OR Book/Page: 5115 / 3813

ADDENDUM

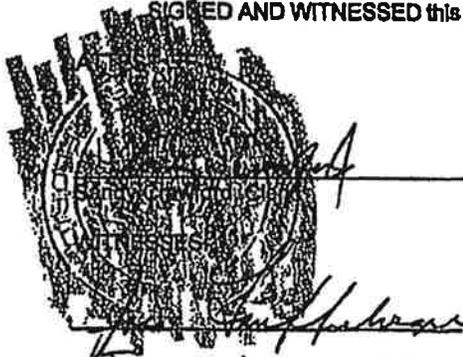
This ADDENDUM is attached to and made a part of the Contract for Sale and Purchase between BOARD OF COUNTY COMMISSIONERS, BREVARD COUNTY, FLORIDA (COUNTY) (SELLER) AND CITY OF SATELLITE BEACH (CITY) (SELLER), both being political subdivisions of the State of Florida, for the sale and purchase of the following property:

See Exhibit "A" attached hereto and incorporated herein.

SPECIAL CLAUSES:

A. The closing date shall be on or before December 31, 2016; however, under no circumstances shall the transfer of title of the subject Real Property be prior to the defeasment of any or all of the Brevard County, Florida, Utility Revenue Refunding Bonds, Series 1985, and the closing date shall be amended to accommodate this requirement.

SIGNED AND WITNESSED this 20th day of August, 1996.

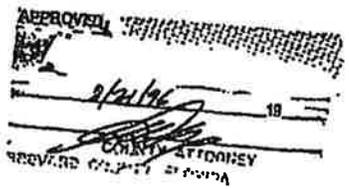


BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

By: [Signature]  
Mark Cook, Chairman

[Signature]  
JOAN LAUFFENBERGER  
Witness name typed, stamped, printed

[Signature]  
Catherine L. Lamm  
Witness name typed, stamped, printed



STATE OF FLORIDA )  
COUNTY OF BREVARD )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of August, 1996, by MARK COOK, who is personally known to me or who has produced as identification.

(SEAL)



CFN2003359443  
OR Book/Page: 5115 / 3814



Signature

Notary Name (typed or printed)

Title or Rank

SIGNED AND WITNESSED this \_\_\_ day of \_\_\_\_\_, 1986.

ATTEST:

CITY OF SATELLITE BEACH,  
BY:

Mary E. Lopez  
Clerk

David E. Schechter  
David E. Schechter, Mayor

WITNESSES:

Barbara L. Boyens  
Barbara L. Boyens  
Witness name typed, stamped, printed

Rhonda K. String  
RHONDA K. STRING  
Witness name typed, stamped, printed

STATE OF FLORIDA)  
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 3 day of September 1986, by David R. Schechter, who is personally known to me or who has produced NA as identification.

(S E A L)

OFFICIAL NOTARY SEAL  
BARBARA L. BOYENS  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. C0698641  
MY COMMISSION EXPIRES SEPT 6, 1989

Barbara L. Boyens  
Signature

Barbara L. Boyens  
Notary Name (typed or printed)

Notary Public  
Title or Rank



### NOTICE OF LIMITATION OF USE/SITE DEDICATION

The property identified in the attached project agreement and boundary map has been developed by the project sponsor with financial assistance provided by the Florida Department of Environmental Protection (DEP) in accordance with Chapter 62S-2, F.A.C. Pursuant to requirements of that policy, land developed by the project sponsor with grant assistance shall be dedicated in perpetuity as an outdoor recreation area for the use and benefit of the general public. If the project sponsor should convert any part of the project area or the facilities thereon, to other than DEP approved recreational uses, the project sponsor shall replace the area and facilities at its own expense with a DEP approved project of comparable or greater scope and quality.



CFN2003356443  
OR Book/Page: 5115 / 3816

**CONTRACT FOR SALE AND PURCHASE**  
**FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR**

**PARTIES:** Board of County Commissioners, Brevard County, Florida, a political subdivision of the State of Florida (Seller)  
 or 2725 St. Johns Street, Viera, Florida, 32940 (Phone) 407/333-2090  
 and City of Satellite Beach, Florida, a municipal corporation (Phone) 407/333-2090  
 of Satellite Beach, Florida, 32937 (Phone) 407/333-2090

herby agree that Seller shall sell and Buyer shall buy the following Real Property and Personal Property (collectively "Property") upon the following terms and conditions, which INCLUDE Standards for Real Estate Transactions ("Standard(s)") on the reverse side of attached hereto and riders and addends to this Contract for Sale and Purchase ("Contract").

**I. DESCRIPTION:**  
 (a) Legal description of Real Property located in Brevard County, Florida: See Exhibit "A" incorporated herein.

(b) Street address, city, zip, of the Property is: \_\_\_\_\_  
 (c) Personal Property: \_\_\_\_\_  
 CFN:2003356443  
 OR Book/Page: 5115 / 3817

**II. PURCHASE PRICE** \_\_\_\_\_ \$ 100.00  
**PAYMENT:**  
 (a) Deposit held in escrow by N/A in the amount of .00 \$ 100.00  
 (b) Additional escrow deposit within N/A days after Effective Date (as defined in Paragraph II) in the amount of \_\_\_\_\_ \$ 0.00  
 (c) Subject to AND assumption of mortgage in good standing in favor of N/A having an approximate present principal balance of 0.00 \$ 0.00  
 (d) Purchase money mortgage and note (see addendum) in the amount of 0.00 \$ 0.00  
 (e) Other: \_\_\_\_\_ \$ 0.00  
 (f) Balance to close by U.S. cash, LOCALLY OBTAIN certified or cashier's check or third-party loan, subject to adjustments and prorations \_\_\_\_\_ \$ 100.00

**III. TIME FOR ACCEPTANCE OF OFFER; EFFECTIVE DATE; FACSIMILE:** If this offer is not accepted by and delivered to all parties ON FACT OF EXECUTION communicated in writing between the parties on or before \_\_\_\_\_ the deposit(s) will, at Buyer's option, be returned to Buyer and this offer withdrawn. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. A duplicate copy of the Contract and any signatures hereon shall be considered for all purposes as originals.

**IV. FINANCING:**  
 (a) If the purchase price or any part of it is to be financed by a third-party loan, this Contract is conditioned on Buyer obtaining a written commitment within N/A days after Effective Date for (CHECK ONLY ONE): U a fixed, U an adjustable, or U a fixed or adjustable rate loan for the principal amount of \$ N/A of an initial interest rate not to exceed N/A % discount and origination fees not to exceed N/A % of the principal amount, and a term of N/A years. Buyer will make application within N/A days after Effective Date and use reasonable diligence to obtain the loan commitment and, thereafter, to satisfy the terms and conditions of the commitment and close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain the commitment or fails to waive Buyer's rights under this subparagraph within the time for obtaining the commitment or, after diligent effort, fails to meet the terms and conditions of the commitment, then other party thereafter, by written notice to the other, may cancel this Contract and Buyer shall be refunded the deposit(s); or  
 (b) The existing mortgage described in Paragraph II(c) above has (CHECK ONLY ONE): U a variable interest rate; or U a fixed interest rate of N/A % per annum. At time of sale transfer some fixed interest rates are subject to increase. If increased, the rate shall not exceed N/A % per annum. Seller shall, within N/A days after Effective Date, furnish a statement from each mortgagee stating principal balance, method of payment, interest rate and status of mortgage. If Buyer has agreed to assume a mortgage which requires approval of Buyer by the mortgagee for assumption, then Buyer shall promptly obtain the necessary application and diligently complete and return it to the mortgagee. Any mortgage charge(s) not to exceed \$ N/A shall be paid by Buyer. If Buyer is not accepted by mortgagee or the requirements for assumption are not in accordance with the terms of this Contract or mortgagee makes a charge in excess of the stated amount, Seller or Buyer may rescind this Contract by written notice to the other party unless either elects to pay the increase in interest rate or excess mortgagee charges.

**V. TITLE EVIDENCE:** At least 15 days before closing date, but no earlier than \_\_\_\_\_ days after Seller receives written notification that Buyer has obtained the loan commitment or been approved for the loan assumption as provided in Paragraphs IV(a) or (b), above, or, if applicable, waived the financing requirements, (CHECK ONLY ONE): U Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney; or U Buyer shall at Buyer's expense obtain, in accordance with Standard A, (CHECK ONLY ONE): U abstract of title; or U title insurance commitment (with legible copies of instruments listed as exceptions) and, after closing, an owner's policy of title insurance.

**VI. CLOSING DATE:** This transaction shall be closed and the deed and other closing papers delivered on Dec. 31, 2016, unless extended by other provisions of this Contract.

**VII. RESTRICTIONS; EASEMENTS; LIMITATIONS:** Buyer shall take title subject to: comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record (easements are to be located contiguous to Real Property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines, unless otherwise stated herein); leases for year of closing and subsequent years; assumed mortgages and purchase money mortgages, if any; (if other matters, see Paragraph XV); provided, that there exists at closing no violation of the foregoing and none of them prevents use of the Property for \_\_\_\_\_ purpose(s).

**VIII. OCCUPANCY:** Seller warrants that there are no parties in occupancy other than Seller; but, if Property is intended to be rented or occupied beyond closing, the fact and terms thereof shall be stated herein and the tenant(s) or occupant(s) discussed pursuant to Standard F. Seller shall deliver occupancy of Property at time of closing unless otherwise stated herein. If occupancy is to be delivered before closing, Buyer assumes all risk of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy unless otherwise stated herein.

**IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions, riders and addends shall control all printed provisions of this Contract in conflict with them.

**X. RIDERS:** (CHECK those riders which are applicable AND are attached to this Contract):  
 (a) U COASTAL CONSTRUCTION CONTROL LINE RIDER (g) U INSULATION RIDER  
 (b) U CONDOMINIUM RIDER (h) U "AS IS" RIDER  
 (c) U HAWAII RIDER (i) U \_\_\_\_\_  
 (d) U FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT RIDER (j) U \_\_\_\_\_

**XI. ASSIGNABILITY:** (CHECK ONLY ONE): Buyer U may assign and thereby be released from any further liability under this Contract; U may assign but not be released from liability under this Contract; or U may not assign this Contract.

**XII. TIME:** Time is of the essence of this Contract.

**XIII. DISCLOSURES:** Buyer (CHECK ONLY ONE) U acknowledges; or U does not acknowledge receipt of the Agency/Commissioner's, the Real Property Sales Expense Disclosure Warning, and, if applicable, the Mandatory Homeowners' Association Disclosures. \_\_\_\_\_ BUYER'S INITIALS.

**XIV. MAXIMUM REPAIR COSTS:** Seller shall not be responsible for the payment of costs in excess of:  
 (a) \$ \_\_\_\_\_ for treatment and repair under Standard D (if blank, then 2% of the Purchase Price).  
 (b) \$ \_\_\_\_\_ for repair and replacement under Standard H (if blank, then 3% of the Purchase Price).

**XV. SPECIAL CLAUSES:** If additional space is required, attach addendum and CHECK HERE   
 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.  
 THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR.  
 Approval does not constitute an opinion that any of the terms and conditions in the Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

City of Satellite Beach, Florida \_\_\_\_\_ Board of County Commissioners, Brevard County, Florida  
 (Buyer) 9/03/96 (Date) (Seller) \_\_\_\_\_ (Date) 8-20-96

Social Security or Tax I.D. # \_\_\_\_\_ Social Security or Tax I.D. # \_\_\_\_\_  
 (Buyer) (Date) (Seller) (Date)  
 Social Security or Tax I.D. # \_\_\_\_\_ Social Security or Tax I.D. # \_\_\_\_\_

Deposit under Paragraph II (a) received; IF OTHER THAN CASH, THEN SUBJECT TO CLEARANCE. \_\_\_\_\_ (Escrow Agent)  
**BROKER'S FEE:** The brokers named below, including listing and cooperating brokers, are the only brokers entitled to compensation in connection with this Contract:

STANDARDS FOR REAL ESTATE TRANSACTION



CFR-2003358443  
OR Book/Page: 5115 / 3818

**A. EVIDENCE OF TITLE:** (1) An abstract of title prepared or bought correct by a reputable and existing abstract firm of real estate to be an accurate synopsis of the instruments affecting title to the Real Property recorded in the public records of the county who shall commence with the earliest public records, or such later date as may be customary in the county. Upon closing of the Buyer, subject to the right of retention thereof by first mortgage until fully paid. (2) A Florida Insurance Commission issued by a Florida recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price insuring Buyer's title to the exceptions or qualifications set forth in this Contract and these which shall be disclosed by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of the Florida Board and in accordance with law. Buyer shall have 30 days, if abstract, or 5 days, if title commitment, from date of receiving evidence of title to exercise it. If title is found defective, Buyer shall within 3 days thereafter, notify Seller in writing specifying defects. If the defect(s) render the unmarketable, Seller will have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defect(s) or (2) requesting a return of deposit(s) paid which shall immediately be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) in the case within the time provided therefor. If Seller is unable to remove the defects within the time allowed therefor, Buyer shall either waive the defects or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligation under this Contract.

**B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER:** A purchase money mortgage and mortgage note to Seller shall provide for a 30-day grace period in the event of default if a first mortgage and a 15-day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept in good standing and forbid modifications of or future advances under prior mortgage(s); shall require Buyer to maintain policies of insurance containing a standard mortgage clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage endorsement" and such other risks and perils as Seller may reasonably require, in an amount equal to that highest insurable value; and the mortgage, note and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreements normally utilized by lenders and loan institutions or state or national banks located in the county wherein Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded financing statements. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

**C. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on adjacent lands, easements, benefits of others or violate any residential, District covenants or applicable governmental regulation, the same shall constitute a title defect.

**D. TERMITES:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title, may have the Property inspected by a Florida Certified Pest Control Operator ("Operator") to determine if there is any visible active termite infestation or visible damage from termite infestation in the Property. If either or both are found, Buyer will have 4 days from date of written notice thereof within which to have cost of treatment, if required, estimated by the Operator and all damage, inspected and estimated by a licensed builder or general contractor. Seller shall pay valid costs of treatment and repair of all damage up to the amount provided in Paragraph XIV(d). Should estimated costs exceed that amount, Buyer shall have the option of cancelling Contract within 5 days after receipt of contractor's repair estimate by giving written notice to Seller or Buyer may elect to proceed with the transaction. In which event Buyer shall receive a credit at closing of the amount provided in Paragraph XIV(e). "Termites" shall be deemed to include all wood destroying organisms required to be reported under the Florida Pest Control Act.

**E. EGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in Paragraph VII hereof, to which is in accordance with Standard A.

**F. LEASES:** Seller shall, not less than 15 days before closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenants to confirm such information. Seller shall, at closing, deliver and assign all original leases to Buyer.

**G. LIENS:** Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential liens known to Seller and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding date of closing. If Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further attesting that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at closing of this Contract.

**H. PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent designated by Seller.

**I. TIME PERIOD:** In computing time periods of less than six (6) days, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday or a legal holiday shall extend to 5:00 p.m. of the next business day.

**J. DOCUMENTS FOR CLOSING:** Seller shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgage estoppel letters and corrective instruments. Buyer shall furnish closing statement, mortgage, mortgage note, security agreement and financing statements.

**K. EXPENSES:** Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. Documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by Buyer.

**L. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Buyer shall have the option of taking over any existing policies of insurance, if attainable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations. Prorations will be made through day prior to occupancy if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by any day 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration suitable exceptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently requested upon receipt of tax bill on condition that a statement of that effect is in the closing statement.

**M. SPECIAL ASSESSMENT LIENS:** Certified, confirmed and noticed special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or noticed of Seller shall, at closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.

**N. INSPECTION, REPAIR AND MAINTENANCE:** Seller warrants that, as of 10 days prior to closing, the ceiling, roof (including the fascia and soffit) and exterior and interior walls, foundation, masonry (or equivalent) and drainage do not have any VISIBLE EVIDENCE of leaks, water damage or structural damage and that the septic tank, pool, all appliances, mechanical items, heating, cooling, electrical, plumbing systems and machinery are in WORKING CONDITION. The foregoing warranty shall be limited to the items specified unless otherwise provided in an addendum. Buyer may, at Buyer's expense, have inspections made of these items by a firm or individual specializing in home inspections and holding an occupational license for such purpose (if applicable) or by an appropriately licensed Florida contractor. Buyer shall give to Seller's attorney or not less than 10 days prior to closing, whichever occurs first, report in writing to Seller such items that do not meet the above standards as to defects. Unless Buyer reports such defects within that time, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to amount provided in Paragraph XIV(d). Seller is not required to make repairs or replacements of a cosmetic nature unless caused by a defect. Seller is responsible to repair or replace. The cost for such repair or replacement exceeds the amount provided in Paragraph XIV(d). Buyer or Seller may elect to pay such costs, failing which either party may cancel this contract. If Seller is unable to correct the defects prior to closing, the cost thereof shall be paid into escrow at closing. Seller shall, upon reasonable notice, provide utilities service and access to the Property for inspections, including a walk-through prior to closing, to ensure that all items of Personal Property are on the Real Property and, subject to the foregoing, that all required repairs and replacements have been made and that the Property, including, but not limited to, the lawn, shrubbery and pool, if any, has been maintained in the condition existing as of the Effective Date, ordinary wear and tear excepted.

**O. RISK OF LOSS:** If the Property is damaged by fire or other casualty before closing and cost of restoration does not exceed 3% of the assessed valuation of the Property so damaged, cost of restoration shall be an obligation of the Seller and closing shall proceed pursuant to the terms of this Contract with restoration costs escrowed at closing. If the cost of restoration exceeds 3% of the assessed valuation of the improvements to be damaged, Buyer shall have the option of either taking Property as is, together with either the 3% or any insurance proceeds payable by virtue of such loss or damage, or of cancelling this Contract and receiving return of deposit(s).

**P. PROCEEDS OF SALE; CLOSING PROCEDURE:** The deed shall be recorded upon clearance of liens. If abstract of title has been furnished, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. Proceeds of the sale shall be held in escrow by Seller's attorney or by another mutually acceptable escrow agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, enough on fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and remove the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make any demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in deed or bill of sale. If a portion of the purchase price is to be derived from institutional financing or refinancing, requirements of the lending institution as to place, time of day and recording for closing, and for disbursement of mortgage proceeds shall control over contrary provision in this Contract. Seller shall have the right to require from the lending institution a written commitment that it will not withhold disbursement of mortgage proceeds as a result of any title defect attributable to Buyer-mortgagor. The escrow and closing procedure required by this Standard shall be waived if the agent insures advance matters pursuant to Section 027.7041, F.S. (1993), as amended.

**Q. ESCROW:** Any escrow agent (Agent) authorized to receive funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to orders, disburse them in accordance with terms and conditions of Contract. Failure of clearance of funds shall not excuse Buyer's performance. It is doubtful as to Agent's duties or abilities under the provisions of Contract. Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a decision of a court of competent jurisdiction shall determine the rights of the parties or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. Upon closing of parties concerned of such action, all liability on the part of Agent shall terminate, except to the extent of accounting for any items previously delivered out of escrow, if a bonded real estate trustee. Agent will comply with provisions of Chapter 475, F.S. (1993), as amended. Any suit between Buyer and Seller wherein Agent is made a party because of this act as Agent hereunder, or in any suit wherein Agent intervenes the subject matter of escrow, Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be paid from and out of the escrowed funds or equivalent and charged and assessed as court costs in favor of the prevailing party. Parties agree that Agent shall not be liable to any party or person for malfeasance to Buyer or Seller of items subject to this escrow, unless such malfeasance is due to willful breach of this Contract or gross negligence of Agent.

**R. ATTORNEY'S FEES; COSTS:** In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation which, for the purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or agency relationships authorized by Chapter 475, F.S. (1993), as amended, shall be entitled to recover reasonable attorney's fees, costs and expenses.

**S. FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed be paid, may be retained by or for the account of Seller as agreed upon in Standard damages, consideration for the execution of this Contract and in full settlement of any claim hereupon. Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance to close to receive the return of Buyer's deposit(s) without thereby waiving any option for damages resulting from Seller's breach.

**CONTRACT NOT RECORDABLE; PRELIMINARY NOTICE:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and have the benefit of the parties and their successors in interest. Wherever the contract permits, singular shall include plural and one gender shall include all. Notices given by or to the attorney for any party shall be as effective as if given by or to that party.

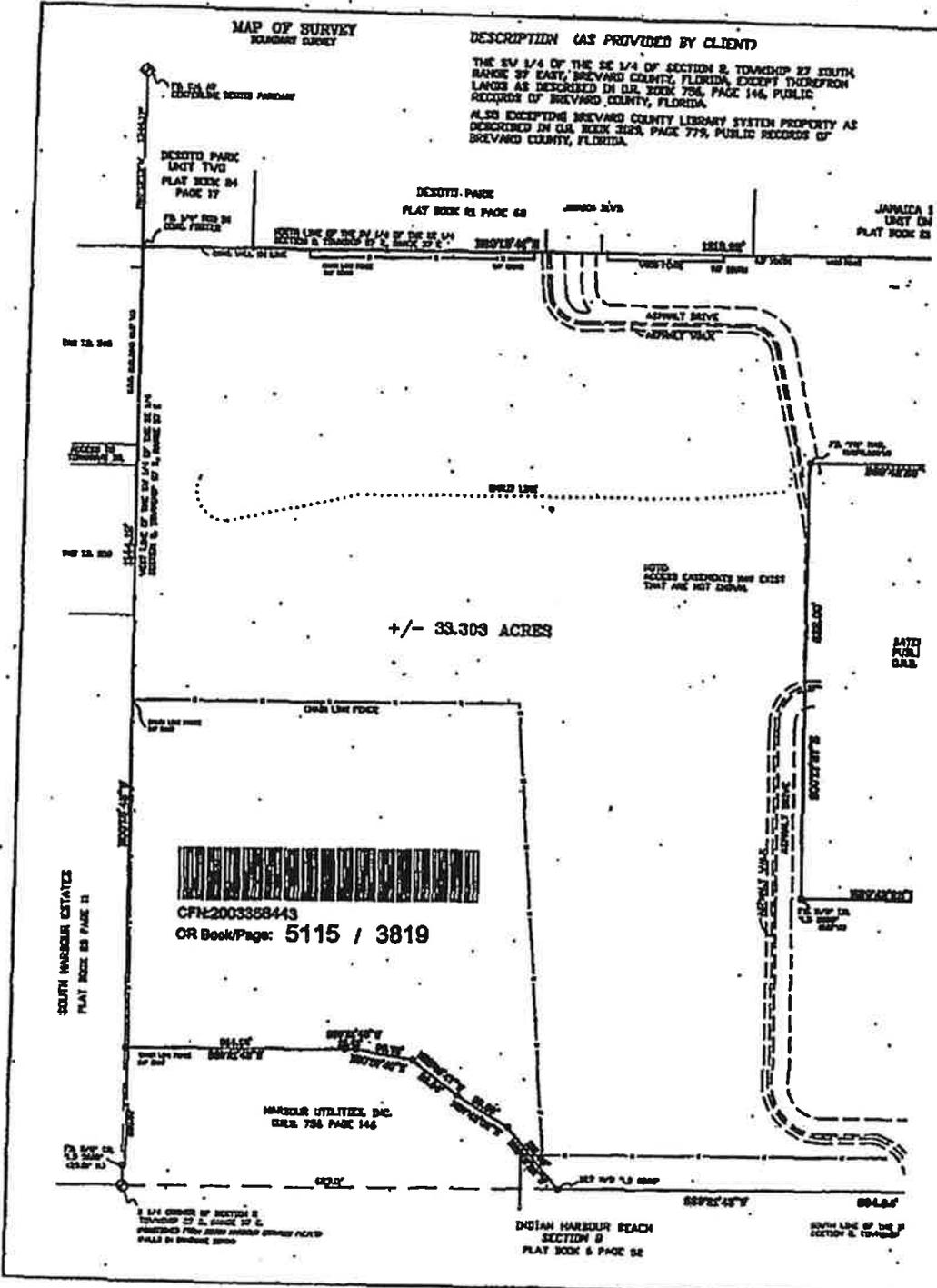
**CONVEYANCE:** Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller, subject to the matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

**OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding on the parties.

MAP OF SURVEY  
BOUNDARY SURVEY

DESCRIPTION (AS PROVIDED BY CLIENT)

THE SW 1/4 OF THE SE 1/4 OF SECTION 8, TOWNSHIP 27 SOUTH  
RANGE 27 EAST, BREVARD COUNTY, FLORIDA, EXCEPT THEREFROM  
LARGES AS DESCRIBED IN O.R. BOOK 756, PAGE 146, PUBLIC  
RECORDS OF BREVARD COUNTY, FLORIDA.  
ALSO EXCEPTS BREVARD COUNTY LIBRARY SYSTEM PROPERTY AS  
DESCRIBED IN O.R. BOOK 382A, PAGE 779, PUBLIC RECORDS OF  
BREVARD COUNTY, FLORIDA.



DESDOTO PARK  
UNIT TVG  
PLAT BOOK 84  
PAGE 17

DESDOTO PARK  
PLAT BOOK 84 PAGE 68

JANUICA I  
UNIT ON  
PLAT BOOK 83

DESDOTO PARK  
UNIT TVG  
PLAT BOOK 84  
PAGE 17

DESDOTO PARK  
UNIT TVG  
PLAT BOOK 84  
PAGE 17

DESDOTO PARK  
UNIT TVG  
PLAT BOOK 84  
PAGE 17

SOUTH HARBOUR ESTATES  
PLAT BOOK 83 PAGE 11



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OR Book/Page: 5115 / 3819

HARBOR UTILITIES, INC.  
O.R. 756 PAGE 146

INDIAN HARBOUR BEACH  
SECTION 8  
PLAT BOOK 6 PAGE 52

SOUTH LINE OF THE P  
SECTION 8, TOWNSHIP

FIRST AMENDMENT TO THE CONTRACT FOR SALE & PURCHASE  
Between  
THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA  
("County") and THE CITY OF SATELLITE BEACH ("City")

FIRST AMENDMENT to the Contract for Sale and Purchase by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida ("County") and the CITY OF SATELLITE BEACH, a Municipal corporation ("City"), entered into this 4th day of April, 2000.

WHEREAS, on August 20, 1996 the party entered into an agreement to sell a parcel of land described in the agreement as Exhibit "A" and hereinafter referred to as "Park" to the City in the year of 2016; and

WHEREAS, the City is currently using the Park property for recreational facilities, and

WHEREAS, the County has determined the need to construct a force main and appurtenant facilities; and

WHEREAS, the parties wish to amend the agreement to accommodate this change and to provide that the easements will be reserved to Brevard County, Florida upon the sale of the property of the City.

NOW, THEREFORE, it is hereby agreed:

1. The County is authorized to construct and install a force main and underground piping and drainage in the area described on Exhibit "A" of this First Amendment to the Contract between the County and the City dated August 20, 1996.
2. Brevard County shall have the right to enter into the property at any time to construct, maintain or repair the facilities described therein.
3. At the time of the transfer of the Park property from the County to the City, a 50 foot easement shall be reserved along the westerly property line and a 100 foot easement shall be reserved along the northerly property line and all easements necessary to allow the repair and maintenance of the force main shall be reserved to the County at the time of closing. Easements shall be reserved for utility and drainage purposes and all appurtenant uses. (See Exhibit "A" for location of easements.) An easement for the existing sanitary lift station shall also be reserved upon transfer of the property from the County to the City. See sketch at Exhibit "A". If the additional 7.5 foot utility easement mentioned on the sketch at

**Sandy Crawford**

Clerk Of Courts, Brevard County

#Pgs: 4      #Names: 2  
Trust: 2.50      Rec: 17.00      Serv: 0.00  
Deed: 0.00      Excise: 0.00  
Mtg: 0.00      Int Tax: 0.00



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OR Book/Page: 4148 / 2442

Exhibit "A" is required by the County at the time of transfer of the Park property to the City, the County shall also be entitled to reserve that easement as well.

4. All other provisions of the agreement of August 20, 1996 between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed all as of the date and year first written above.



BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

By: Nancy N. Higgs  
Nancy N. Higgs, Chairman

As approved by the Board on: 4/4/00

ATTEST:

CITY OF SATELLITE BEACH

By: Barbara Boyens



By: David R. Schechter  
David R. Schechter, Mayor

Date: February 21, 2000

By: Barbara Boyens  
Barbara Boyens, Clerk

Date: 02/21/00

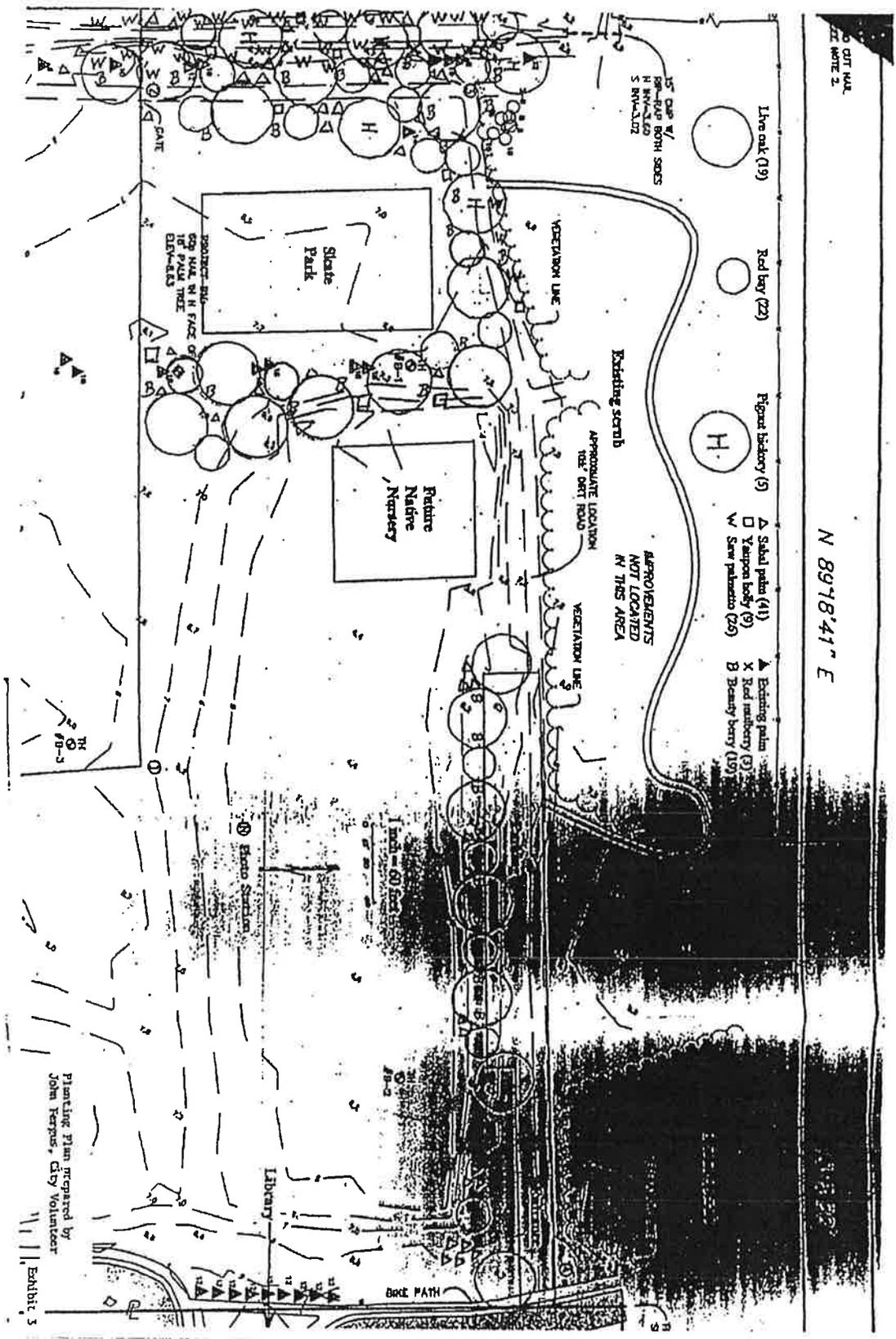


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N 89°18'41" E

SEE CITY MAP  
 SEE NOTE 2

- Live oak (19)
- Road bay (22)
- Fig tree (5)
- Subal palm (41)
- Yucca (9)
- Saw palmetto (20)
- Beauty berry (15)
- Existing palm
- Road juniper (3)
- Beauty berry (15)

APPROXIMATE LOCATION NOT LOCATED IN THIS AREA

EXISTING SCRUB

APPROXIMATE LOCATION OF DIRT ROAD

VEGETATION LINE

VEGETATION LINE

Slate Park

Relative Native Nursery

Hand Station

Library

BOX PATH

Planting plan prepared by  
 John Perrow, City Volunteer

Exhibit 3

**Exhibit B**

**Easement Legal Description**

**Placeholder**

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