

Meeting Date
December 15, 2015



AGENDA	
Section	Consent
Item No.	II.C.1

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval: Sale of Three Parcels of Surplus Real Property by Private Sale to Adjacent Property Owner and Authorization for Chairman to Execute All Necessary Documents
DEPT/OFFICE:	Central Services Department /Asset Management

Requested Action:
It is requested that the Board of County Commissioners approve the private sale of three surplus parcels of property pursuant to Florida Statute 125.35(2), accept the negotiated sale price of \$300,000.00, and authorize the Chairman to execute all necessary documents.

Summary Explanation & Background:

The subject parcels consist of 0.03, 0.09, and 0.06 acres of unimproved property located in Canaveral Groves. Brevard County Property Appraiser Parcel ID 24-35-09-75-00001.0-0003.00, Tax ID 2403713; 24-35-09-01-00028.0-0004.00, Tax ID 2403378; and 24-35-09-01-00028.0-0005.00, Tax ID 2403379. The parcels are each currently assessed at \$1,750.00, and were conveyed to the County by Tax Deed in 2002 (2403713), and by quit-claim deed in 1993 (2403378 and 2403379).

Brevard County Ordinance Section 2-243, Sale of real property by private sale to adjacent property owners, provides for a private sale when the Board finds: (1) The parcel of real property is of insufficient size and shape to be issued a building permit for any type of development to be constructed on the property; or (2) The value of the parcel of real property is \$15,000 or less, as determined by a fee appraiser designated by the board or as determined by the county property appraiser; and (3) The size, shape, location, and value of the parcel would make it of use only to one or more adjacent property owners. The Board of County Commissioners approved the private sale process for these parcels on July 21, 2015.

Brevard County Property Holdings LLC is the only property owner adjacent to all three of the above parcels.

It is recommended that the Board of County Commissioners approve the sale of the three surplus parcels to Brevard County Property Holdings, LLC.

Fiscal Impact:
FY 2015/2016: Revenue from the sale of the property will be placed into General Fund Cost Center 30086 and the parcels will be re-inserted on the tax rolls.
FY 2016/2017: No fiscal impact.

Contact: Shannon Maginnis, Administrative Support Manager, 633-2050
Robert.Maginnis@brevardcounty.us
Teresa Camarata, Central Services Director, 637-5492
Teresa.Camarata@brevardcounty.us

Clerk to the Board instruction:

Exhibits Attached: 1) Contract for Sale and Purchase; 2) Property Appraiser Details Pages; 3) Deeds to County for 3 parcels; 4) Deeds to Brevard County Property Holdings LLC for the 3 adjacent parcels

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	Department Director / Extension	Teresa Camarata, Central Services Director				
Stockton Whitten	Assistant County Manager	* Extension 52543	<i>Teresa Camarata</i>				



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

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

December 16, 2015

MEMORANDUM

TO: Teresa Camarata, Central Services Department Director Attn: Shannon Maginnis

RE: Item II.C.1., Approval of the Sale of Three Parcels of Surplus Real Property by Private Sale to Adjacent Property Owner, and Authorization for the Chairman to Execute All Necessary Documents

The Board of County Commissioners, in regular session on December 15, 2015, approved the private sale of three surplus parcels of property pursuant to Florida Statute 125.35(2), at the accepted negotiated sale price of \$300,000; and authorized the Chairman to execute all necessary documents. Enclosed are fully-executed Contract for Sale and Purchase and County Deed for your action.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/ds

Encls. (2)

cc: Asset Management
Contracts Administration
Finance
Budget

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (hereinafter referred to as this "Agreement") is made and entered into as of the Effective Date (as that term is defined hereinbelow) by and between BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "Seller"), and BREVARD COUNTY PROPERTY HOLDINGS LLC, a Delaware limited liability company (hereinafter referred to as "Buyer").

RECITALS

A. Seller owns that certain real property (hereinafter referred to as the "Property"), located in Brevard County, Florida more particularly described in or depicted on Exhibit "A", attached hereto and made a part hereof. The term "Property" as used herein also includes any and all rights, easements and appurtenances pertaining to the real property described in Exhibit "A", including together with (i) all right, title and interest of Seller (if any) in and to any property contiguous to the real property described in Exhibit "A" or any adjacent streets, alleys or rights-of-way which may be vacated in the future, (ii) any and all right, title and interest of Seller, if any, to strips, gaps and gores, if any, in connection with the real property described in Exhibit "A", (iii) any and all right, title and interest of Seller, if any, to oil, gas and minerals lying under, in, on or about or constituting a part of the real property described in Exhibit "A", regardless of whether the minerals are considered part of the surface estate or part of the mineral estate, in accordance with section 270.11, Florida Statutes, (iv) all right, title and interest of Seller, if any, with respect to any easements or covenants that benefit or burden the real property described in Exhibit "A", and (v) all riparian and littoral rights appertaining to the real property described in Exhibit "A".

B. Buyer owns certain real property adjacent to the Property. Buyer has delivered an offer to Seller proposing to purchase the Property from Seller pursuant to a private sale to an adjacent property owner conducted pursuant to section 2-243 of the Brevard County Code. Seller and Buyer are entering into this Agreement to set forth the terms and conditions upon which Seller and Buyer will close and consummate the sale of the Property in the event all required notifications are provided as required by the Brevard County Code and no adjacent property owners notify the County Manager, or his designee, of an intent to purchase the Property.

C. Buyer has filed a petition to vacate the rights of way shown in Exhibit "B", attached hereto and made a part hereof. The parties recognize the vacating process requires a public hearing, and no commitment to vacate the area in question can or will be made prior to the public hearing.

NOW, THEREFORE, in consideration of the forgoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as fully as if set forth herein verbatim.

2. PROPERTY TO BE SOLD AND PURCHASED. In the event (i) Seller decides to sell the Property utilizing the procedure set forth in section 2-243 of the Brevard County Code, and (ii) after notice to adjacent property owners, there are no adjacent property owners interested in acquiring the Property, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, in accordance with the terms and subject to the conditions hereinafter set forth in this Agreement.

3. PURCHASE PRICE AND METHOD OF PAYMENT. The purchase price for the Property shall be Three Hundred Thousand Dollars (\$300,000.00). Any and all deposits delivered by Buyer to Seller with Buyer's bid or bids for the Property will be retained by Seller as part payment of the purchase price. The balance of the purchase price for the Property shall be paid by Buyer to Seller at closing by a completed bank wire transfer of immediately available funds to an account designated by Seller. The parties acknowledge that the purchase price for the Property being offered by Buyer includes the value of reversionary interest appurtenant to the Property in the rights of way described in Exhibit "B", which Buyer is seeking to vacate pursuant to the petition filed by Buyer, assuming Seller does not require separate compensation for the vacation of such rights of way.

4. TITLE INSURANCE AND TITLE. Buyer has obtained from First American Title Insurance Company (herein referred to as the "Title Insurer") a commitment for title insurance (hereinafter referred to as the "Title Commitment") in form and content as set forth in Exhibit "C", attached hereto and made a part hereof. The Property shall be conveyed to Buyer subject to no liens, charges, encumbrances, easements, restrictions, exceptions or reservations of any kind or character other than those matters that appear as exceptions to title in the Title Commitment (hereinafter collectively referred to as the "Permitted Exceptions"). Seller covenants and agrees that from and after the date hereof, Seller will not hereafter sell, assign, or convey any right, title or interest whatsoever in or to the Property or create any lien, encumbrance or charge thereon without promptly discharging the same when due and payable.

5. CONDITION PRECEDENT. Buyer's obligation to close the transaction contemplated by this Agreement is conditioned and contingent upon Seller vacating the rights of way shown in Exhibit "B" on or before January 29, 2016 pursuant to a petition for such vacation that has been filed by Buyer with Seller. Buyer understands and agrees that Seller shall have no obligation whatsoever to vacate the rights of way shown in Exhibit "B" and has made no commitments to vacate the rights of way shown in Exhibit "B". In the event Seller has not vacated the rights of way shown in Exhibit "B" on or before January 29, 2016, Buyer shall have the option to either (i) waive the condition precedent provided for in this paragraph 5 and proceed to closing, or (ii) terminate this Agreement, in which latter Buyer and Seller shall be released from any and all further obligations and liabilities hereunder.

6. CLOSING DATE; PLACE OF CLOSING.

(a) Closing Date. The purchase and sale of the Property shall be closed in accordance with the terms and provisions of this Agreement on or before February 5, 2016.

(b) Place of Closing. The closing shall be held in Brevard County, Florida in the office of Buyer's counsel or other closing agent selected by Seller; provided, however, that either party may request a so-called "mail away" closing.

7. CONVEYANCE OF TITLE; CLOSING DOCUMENTS. At closing, Seller shall execute and deliver to Buyer, simultaneously with payment of the purchase price for the Property by Buyer to Seller as provided for herein, a County Deed conveying to Buyer title to the Property subject only to the Permitted Exceptions. The County Deed shall be in form and content as set forth in Exhibit "D", attached hereto and made a part hereof. At closing, Seller shall also execute and deliver to Buyer (i) a construction lien and possession affidavit in customary form; (ii) a non-foreign affidavit and certificate in customary form; (iii) four duplicate originals of a closing statement; and (iv) such additional closing documents as are provided for in this Agreement or as may be reasonably required by the Title Insurer to consummate the sale of the Property to Buyer. At closing, Buyer shall execute and deliver to Seller (i) four duplicate originals of a closing statement; and (ii) such additional closing documents as are provided for in this Agreement or as may be reasonably required by the Title Insurer to consummate the sale of the Property to Buyer.

8. CLOSING AND OTHER EXPENSES. State documentary stamps which are required to be affixed to the County Deed conveying the Property and the premium charged by the Title Insurer for the owner's title insurance policy to be issued pursuant to the Title Commitment shall be paid by Buyer. The cost of recording the County Deed shall also be paid by Buyer. Each party shall pay its own attorneys' fees incurred in connection with the negotiation, preparation, execution and closing of this Agreement.

9. SPECIAL ASSESSMENT LIENS. Certified, confirmed and ratified special assessment liens as of midnight of the day immediately preceding the day of closing (not as of the Effective Date) are to be paid by Buyer. Pending liens as of date of closing shall be assumed by Buyer.

10. DEFAULT AND REMEDIES. In the event for any reason Seller or Buyer defaults in the performance of its obligations under this Agreement, and such default is not cured by the defaulting party within ten (10) business days after the non-defaulting party has provided written notice to defaulting party of such default, the non-defaulting party shall have the right to seek any and all remedies that may be available to such party under the laws of the state of Florida as a consequence of such default.

11. BROKERAGE. Buyer represents and warrants to Seller that no real estate agent, broker or finder was consulted or contacted by Buyer or involved at the instance of Buyer in connection with or in bringing about this Agreement or the transaction contemplated hereby. Seller represents and warrants to Buyer that no real estate agent, broker or finder was consulted or contacted by Seller or involved at the instance of Seller in connection with or in bringing about this Agreement or the transaction contemplated hereby.

12. MISCELLANEOUS PROVISIONS:

(a) Nonrecordation. The parties hereto agree that neither this instrument nor any notice or memorandum thereof shall be recorded in any public records within the State of Florida.

(b) Venue. The venue of any litigation arising out of this Agreement shall be Brevard County, Florida, Buyer and Seller waive venue outside of such county.

(c) Effective Date. As used herein, the term "Effective Date" shall mean the date on which the last one of Buyer and Seller have signed this Agreement, as evidenced by the date set forth below each of their signatures hereto.

(d) Time. Time is of the essence with respect to each and every provision of this Agreement. Should any period of time specified herein end on a Saturday, Sunday or national banking holiday, the period of time shall automatically be extended to 5:00 P.M. (eastern standard time) of the next full business day. For purposes of this Agreement, a "business day" as used herein shall mean any day which is not a Saturday, Sunday or a national banking holiday.

(e) No Partnership or Joint Venture. The relation of Buyer and Seller hereunder is that of buyer and seller only, and none of the provisions of this Agreement are intended to or do create a partnership, joint venture or any other relationship between them.

(f) Exhibits. The exhibits attached hereto and referred to herein are by such attachment and reference made a part of this Agreement for all purposes.

(g) Paragraph Headings. The paragraph headings herein contained are inserted for convenience of reference only and shall not be deemed to be a part of this Agreement; the paragraph headings shall be ignored in construing and interpreting this Agreement.

(h) Singular and Plural Usages. Whenever used herein, the singular number includes the plural, the plural the singular, and the use of any gender includes all genders.

(i) Construction of Agreement. The fact that one of the parties to this Agreement may be deemed to have drafted or structured any provision of this Agreement shall not be considered in construing or interpreting any particular provision of this Agreement, either in favor of or against such party.

(j) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signature pages may be detached from counterparts and attached to a single copy of this Agreement to physically form one fully executed instrument.

(k) Facsimile and Electronically Transmitted Copies. Facsimile or electronically transmitted copies of this Agreement and the signatures thereon shall have the same force and effect as if the same were original documents. Facsimile or electronically transmitted signatures are acceptable and shall be deemed to be original signatures.

(l) Successors and Assigns. The terms and provisions of this Agreement shall bind, and inure to the benefit of, the parties hereto and the respective successors and permitted assigns. Notwithstanding anything in the preceding sentence to the contrary, any assignment of this Agreement by Buyer shall require the prior written consent of Seller, which consent may be withheld in Seller's sole and complete discretion.

(m) Entire Agreement. This Agreement (and all exhibits hereto) constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements, whether written or oral. No covenants, agreements, terms, provisions, undertakings, statements, representations or warranties, whether written or oral, made or executed by any party hereto or any employee or agent thereof, shall be binding upon any party hereto unless specifically set forth in this Agreement.

(n) Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof, to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the maximum extent possible.

(o) Modification and Waiver. This Agreement may not be changed, amended or modified in any respect whatsoever, nor may any covenant, agreement, condition, requirement, provision, warranty or obligation contained herein be waived, except in writing signed by both parties or, in the event that such change, amendment, modification or waiver is for the benefit of one of the parties and to the detriment of the other, then the same must be in writing signed by the party or parties to whose detriment the change, amendment, modification or waiver inures.

(p) Governing Law. This Agreement and the interpretation and enforcement thereof shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown above the signature of each.

WITNESSES:





As to Seller

ATTEST:



SCOTT ELLIS, CLERK

V0277337.v5

SELLER:

BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida

By: 

Name: JIM BARFIELD

Title: CHAIRMAN

Signature Date: 12/15/15, 2015

Approved by Board: 12/15/15

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

LOT 3, BLOCK 1, CANAVERAL GROVES SUBDIVISION REPLAT OF UNIT 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 140, PUBLIC RECORDS OF BREVARD COUNTY, LESS THE RIGHT OF WAY FOR STATE ROAD 524 AS SET FORTH IN OFFICIAL RECORD BOOK 1460, PAGE 143, CIVIL ACTION NO. 56073 (Tax Parcel 24-35-09-75-00001.0-0003.00 (Tax ID 2403713))

LOTS 4 AND 5, INCLUSIVE, BLOCK 28, CANAVERAL GROVES SUBDIVISION REPLAT OF UNIT 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 140, PUBLIC RECORDS OF BREVARD COUNTY, LESS THE RIGHT OF WAY FOR STATE ROAD 524 AS SET FORTH IN OFFICIAL RECORD BOOK 1460, PAGE 143, CIVIL ACTION NO. 56073. (Tax Parcel 24-35-09-01-00028.0-0004.00 (Tax ID 2403378) and Tax Parcel 24-35-09-01-00028.0-0005.00 (Tax ID 2403379))

EXHIBIT "B"

RIGHT OF WAY PARCELS TO BE PROPOSED FOR VACATION

EXHIBIT "B"

BOUNDARY SURVEY

SHEET 1 OF 3

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST

NOT VALID WITHOUT THE
SKETCH ON SHEETS 2 and 3

PARCEL ID NUMBER: 24-35-09-00-00250.0-0000.00

PURPOSE OF SURVEY: VACATION OF RIGHT-OF-WAY (PALMETTO AVENUE)

Legal Description

A portion of Palmetto Avenue, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows;

That portion of the 80.00 foot wide right-of-way of Palmetto Avenue lying east of the easterly right-of-way line of the 80.00 foot wide right-of-way of Pine Street as established by said plat and lying westerly of that portion of said Palmetto Avenue vacated per Resolution no. 89-341 as recorded in Official Records Book 3018, Page 3249 of said Public Records.

Containing 50,000.00 square feet or 1.15 acres, more or less.

Surveyor's Notes / Report:

- 1) This map of boundary survey is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The parcel description shown hereon was prepared by the Surveyor at the request of the client.
- 3) Significant above ground fixed improvements and visible evidence of underground fixed improvements have been located or graphically depicted hereon.
- 4) Except as shown, underground improvements, if any, such as foundations and utilities, were not located.
- 5) Bearings shown hereon are relative to the North American Datum of 1983/2011 Adjustment (NAD 83/11) and expressed in the Florida State Plane Coordinate System, Florida East Zone 901 with the East right-of-way line of Pine Street in Block 2 of Canaveral Groves Subdivision, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida as being North 01° 23' 28" West.
- 6) The lands surveyed were not abstracted by this firm for matters of record such as easements, other rights-of-way, ownership or other instruments of record.
- 7) This Boundary Survey does not address the identification or location of Jurisdictional Wetlands or Sovereign Lands (if any) that lie within or adjacent to the lands surveyed.
- 8) The field data acquisition phase of this survey was completed on 11/06/2015, as documented in AMECFW field book 1188.

Legend:

- AMECFW = Amec Foster Wheeler
- RW = Right-of-Way
- ORB = Official Records Book
- S.R. = State Road
- (P) = Plat
- (C) = Calculated
- ID = Identification
- = Line Not To Scale
- OU = Overhead Utilities
- ECMP = Elliptical Corrugated Metal Pipe
- CMP = Corrugated Metal Pipe
- (W) = Water Meter
- = Power Pole
- RAW = Right-of-Way
- FDOT = Florida Department of Transportation
- SRVC = Service Box
- = Found corner as described
- = Set 5/8" Iron Rod and Cap 'AMECFW LB 7932'
- F.P. No. = Financial Project Number
- PLS = Professional Land Surveyor
- LS = Land Surveyor

Robert M. Jones, PLS

Florida Professional Surveyor and Mapper, License No. 1S-0004201

PROJECT TITLE:

*Boundary Survey of a portion of Palmetto Avenue to be Vacated
Canaveral Groves Subdivision Replat of Unit 3
Plat Book 13, Page 140, Brevard County, Florida*

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: P.E.W.	CHKD. BY: R.M.J.	
DATE: Nov/17/2015	DATE: Nov/17/2015	
JOB No. 8374.16.0844	SCALE: N/A	SHT. 1 OF 2
DRAWING NAME: Palmetto Avenue.dwg		



Amec Foster Wheeler Environment & Infrastructure, Inc.

76 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 622-7670
Fax: (407) 622-7678

amec
foster
wheeler

Certificate of Authorization Number LB-0007832

BOUNDARY SURVEY

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST

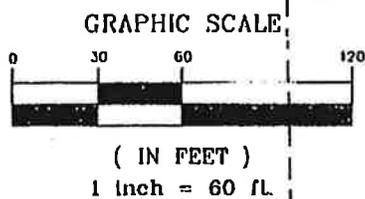
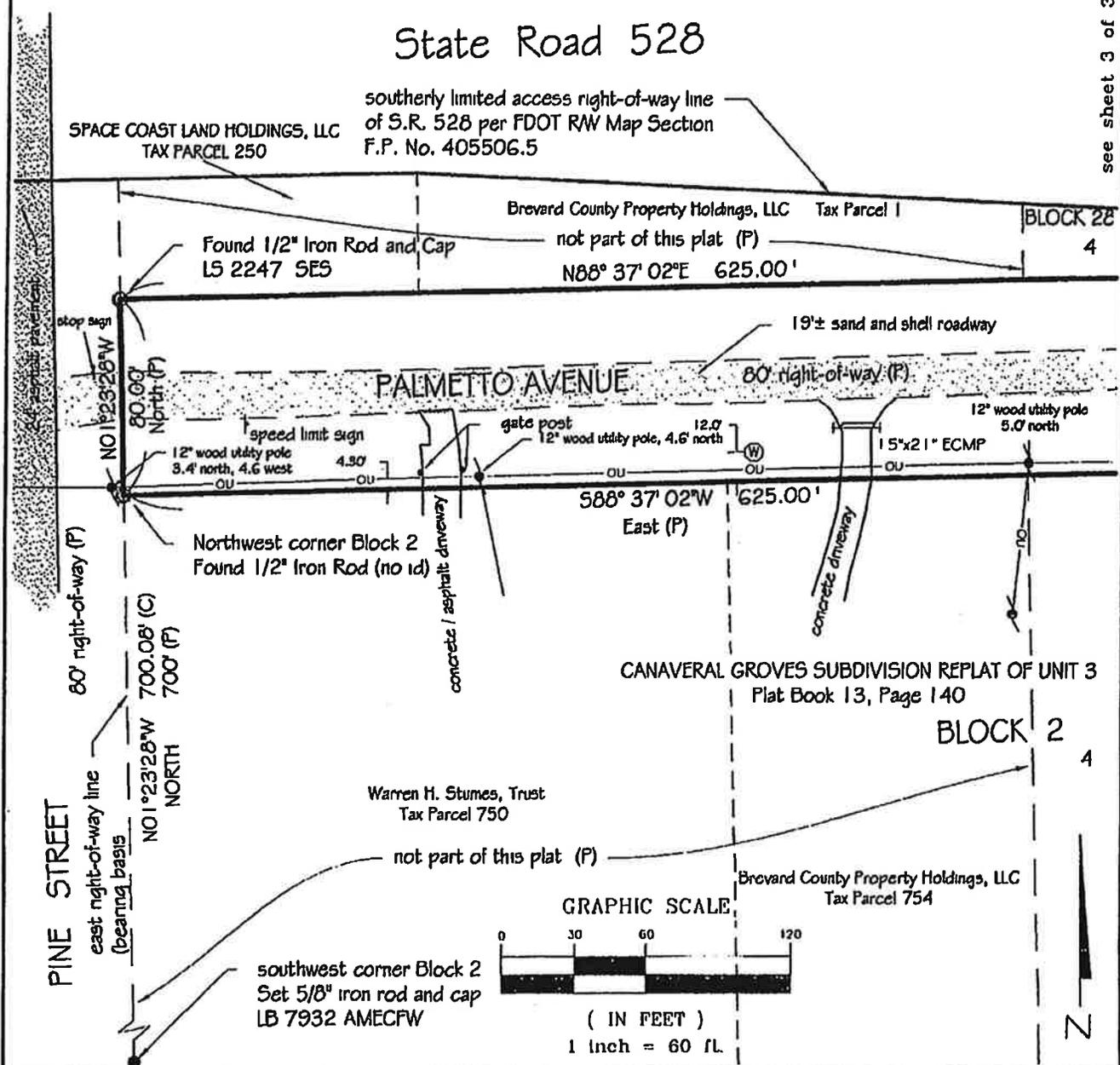
PARCEL ID NUMBER: 24-35-09-00-00250.0-0000.00

PURPOSE OF SURVEY: VACATION OF RIGHT-OF-WAY (PALMETTO AVENUE)

SHEET 2 OF 3

NOT VALID WITHOUT
SHEET 1 and
SKETCH ON SHEET 3

see sheet 3 of 3



PROJECT TITLE:
Boundary Survey of a portion of Palmetto Avenue to be Vacated
Canaveral Groves Subdivision Replat of Unit 3
Plat Book 13, Page 140, Brevard County, Florida

Amec Foster Wheeler Environment & Infrastructure, Inc.
75 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 622-7670
Fax: (407) 622-7576
Certificate of Authorization Number LB-0007832

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY:	P.E.W.	CHKD. BY: R.M.J.
DATE:	Nov/17/2015	DATE: Nov/10/2015
JOB No.	SCALE:	SHT. 2
6374.15.0844	1" = 60'	OF 3
DRAWING NAME: Vacation of Palmetto Avenue.dwg		



BOUNDARY SURVEY

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST

PARCEL ID NUMBER: 24-35-09-00-00250.0-0000.00

PURPOSE OF SURVEY: VACATION OF RIGHT-OF-WAY (PALMETTO AVENUE)

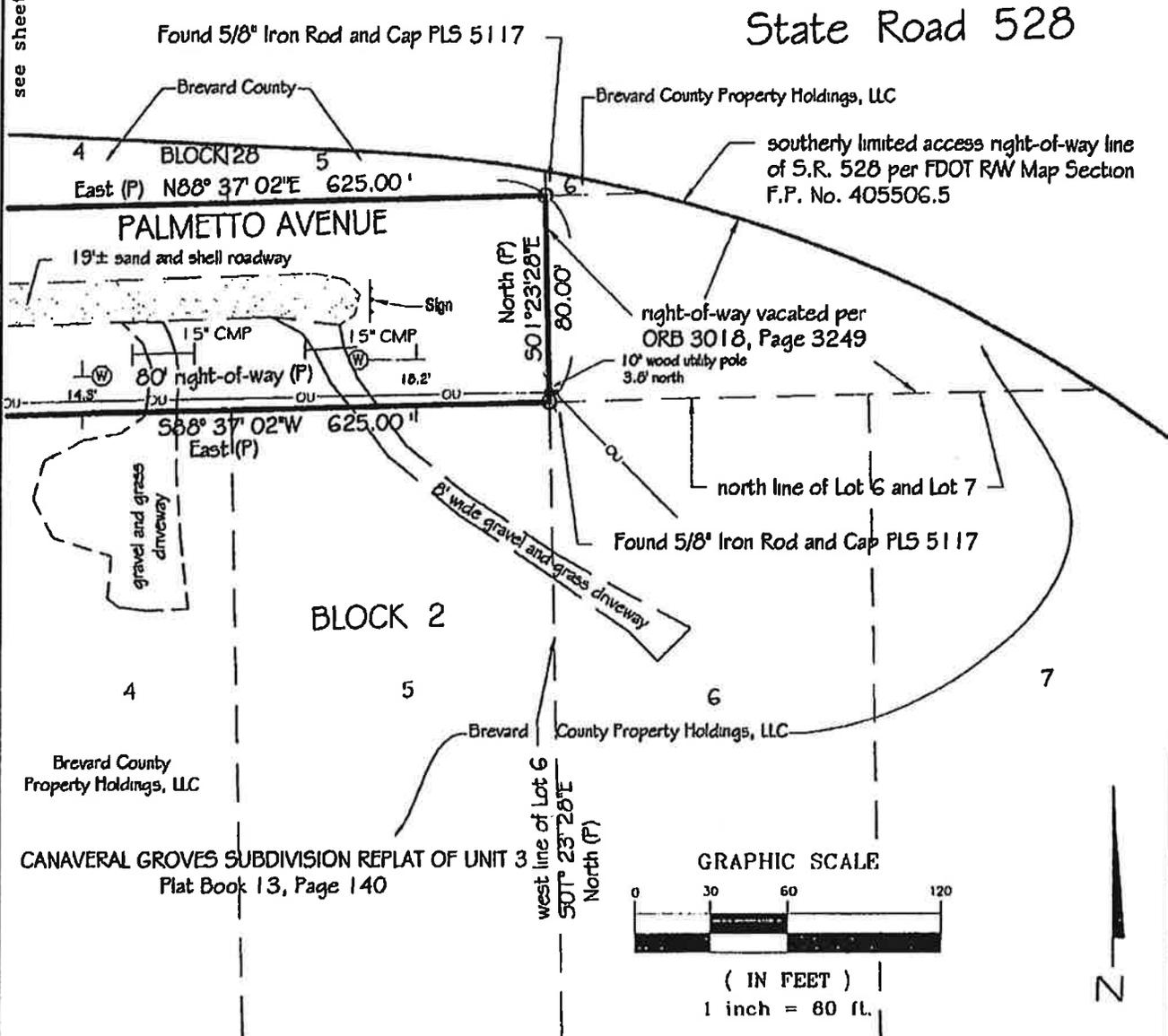
SHEET 3 OF 3

NOT VALID WITHOUT

SHEET 1 and

SKETCH ON SHEET 2

see sheet 2 of 3



PROJECT TITLE:
 Boundary Survey of a portion of Palmetto Avenue to be Vacated
 Canaveral Groves Subdivision Replat of Unit 3
 Plat Book 13, Page 140, Brevard County, Florida

Amec Foster Wheeler Environment & Infrastructure, Inc.
 76 East Amelia Street, Suite 200
 Orlando, FL 32801 USA
 Phone: (407) 622-7670
 Fax: (407) 622-7676

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY:	P.E.W.	CHKD. BY: R.M.J.
DATE:	Nov/17/2015	DATE: Nov/17/2015
JOB No.	SCALE:	SHT. OF
6374.15.0844	1" = 80'	3 OF 3



Certificate of Authorization Number LB-0007832

DRAWING NAME: Vacation of Palmetto Avenue.dwg

BOUNDARY SURVEY

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST
 PARCEL ID NUMBER: 24-35-09-75-00002.0-0011.0
 PURPOSE OF SURVEY: VACATION OF RIGHT-OF-WAY (GUAVA STREET)

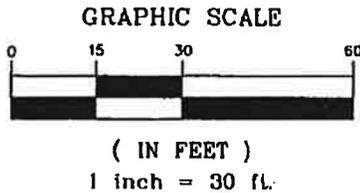
SHEET 2 OF 3

NOT VALID WITHOUT
 SHEET 1 and
 SKETCH ON SHEET 3

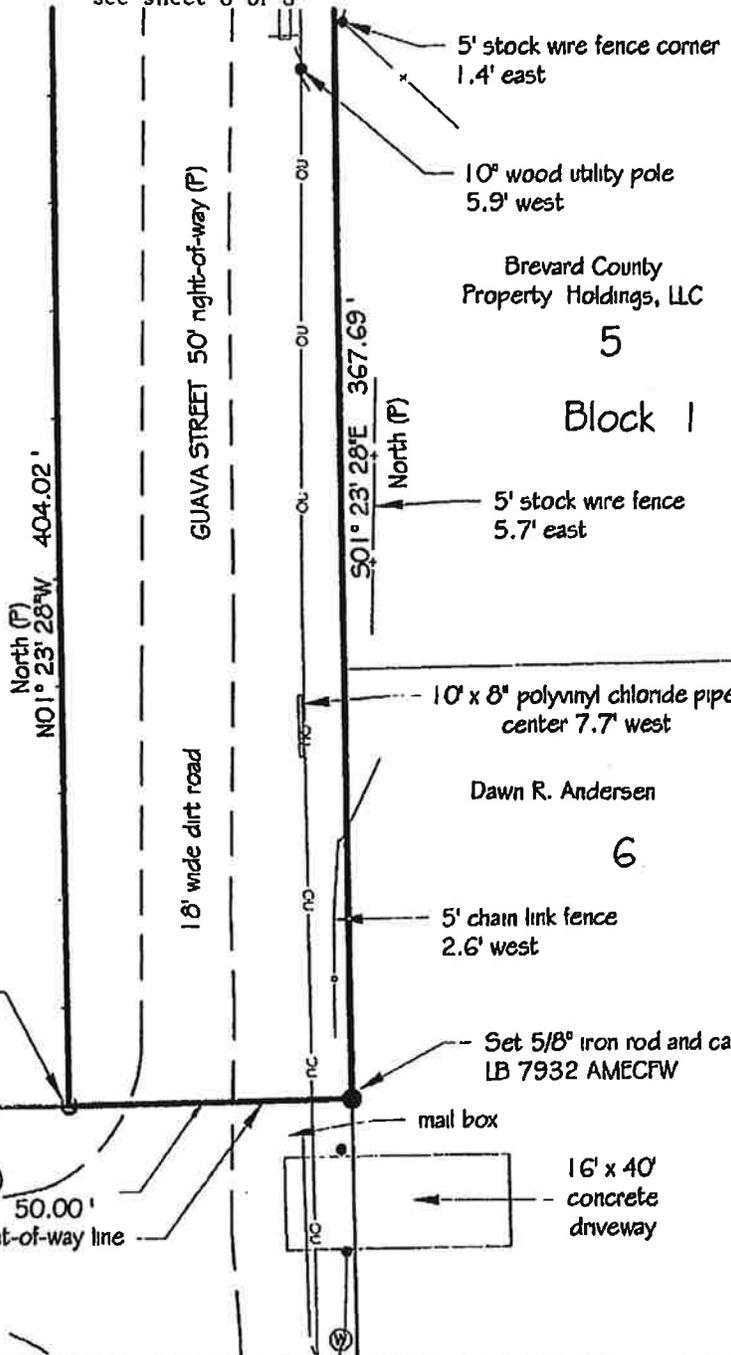
Brevard County
 Property Holdings, LLC

Block 2

CANAVERAL GROVES SUBDIVISION
 REPLAT OF UNIT 3,
 Plat Book 13, Page 140



see sheet 3 of 3



5' stock wire fence corner
 1.4' east

10" wood utility pole
 5.9' west

Brevard County
 Property Holdings, LLC
 5

Block 1

5' stock wire fence
 5.7' east

10' x 8' polyvinyl chloride pipe
 center 7.7' west

Dawn R. Andersen

6

5' chain link fence
 2.6' west

Set 5/8" iron rod and cap
 LB 7932 AMECFW

mail box

16' x 40'
 concrete
 driveway

PROJECT TITLE:

Boundary Survey of a portion of Guava Street to be Vacated
 Canaveral Groves Subdivision Replat of Unit 3
 Plat Book 13, Page 140, Brevard County, Florida



Amec Foster Wheeler Environment & Infrastructure, Inc.

76 East Amelia Street, Suite 200
 Orlando, FL 32801 USA
 Phone: (407) 622-7670
 Fax: (407) 622-7678

arnec
 foster
 wheeler

Certificate of Authorization Number LB-0007832

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY:	P.E.W.	CHKD. BY: R.M.J.
DATE:	Nov/17/2015	DATE: Nov/17/2015
JOB No.	SCALE:	SHT. OF
6374.15.0844	1" = 30'	2 OF 3
DRAWING NAME: Guava StreetLdwg		

BOUNDARY SURVEY

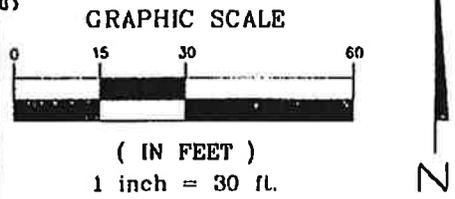
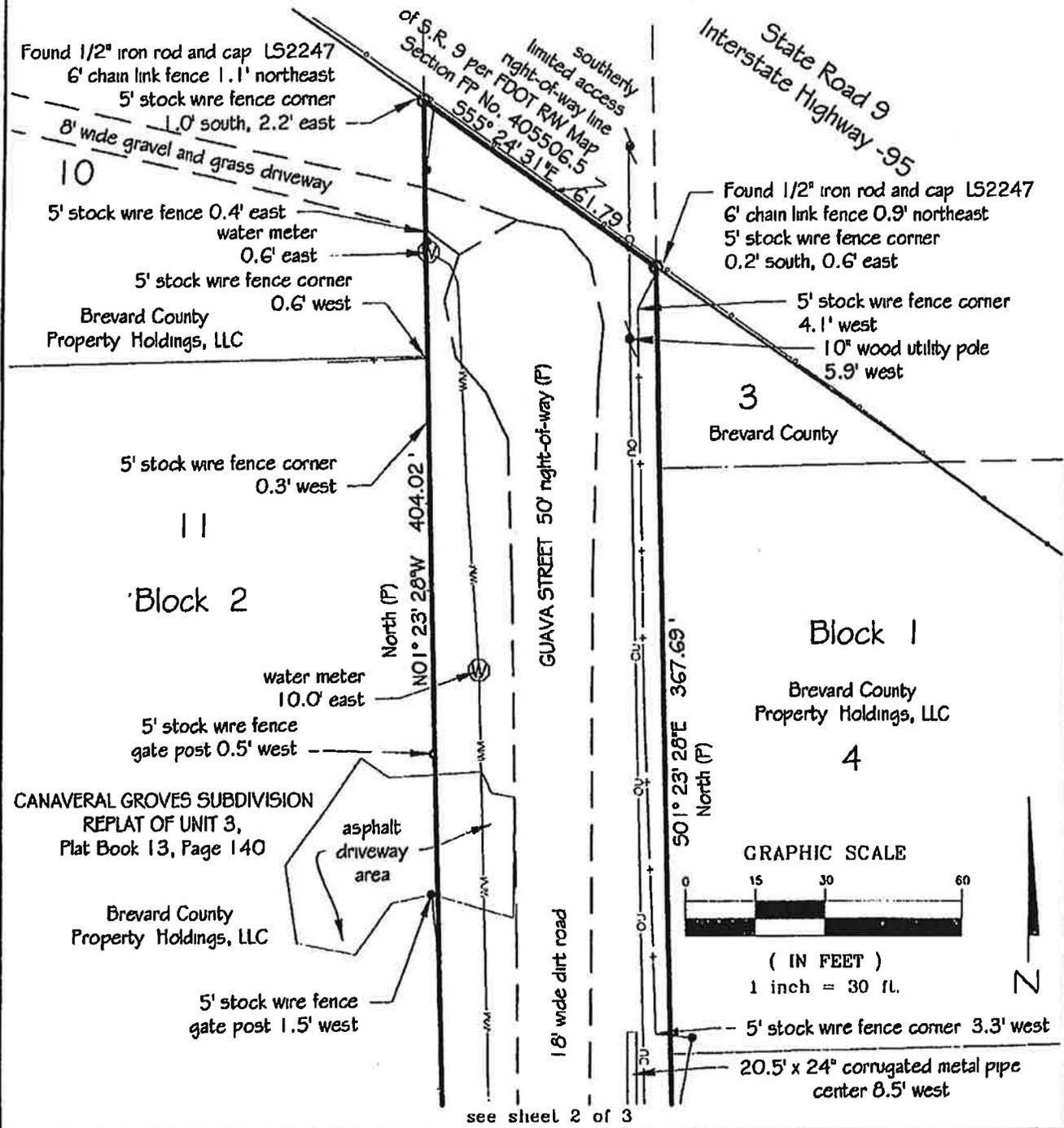
SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST

PARCEL ID NUMBER: 24-35-09-75-00002.0-0011.0

PURPOSE OF SURVEY: VACATION OF RIGHT-OF-WAY (GUAVA STREET)

SHEET 3 OF 3

NOT VALID WITHOUT
SHEET 1 and
SKETCH ON SHEET 2



see sheet 2 of 3

PROJECT TITLE:

Boundary Survey of a portion of Guava Street to be Vacated
Canaveral Groves Subdivision Replat of Unit 3
Plat Book 13, Page 140, Brevard County, Florida

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY:	P.E.W.	CHKD. BY: R.M.J.
DATE:	Nov/17/2016	DATE: Nov/17/2016
JOB No.	SCALE:	SHT. OF
6374.16.0844	1" = 30'	3 / 3

Amec Foster Wheeler Environment & Infrastructure, Inc.
75 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 622-7670
Fax: (407) 622-7676

Certificate of Authorization Number LB-0007832

DRAWING NAME: Guava Street.dwg

EXHIBIT "C"

TITLE COMMITMENTS FOR PARCELS DESCRIBED IN EXHIBIT "A".

EXHIBIT "C"



First American

Commitment

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - NCS-715690-ORL

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached)

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and conditions and the exclusions from coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at date of policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

First American Title



ISSUED THROUGH THE OFFICE OF:

FIRST AMERICAN
TITLE INSURANCE
COMPANY
Corporate Office
1 First American Way
Santa Ana, CA 92707
(800) 854-3643



First American

Schedule A

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - NCS-715690-ORL

File Number: NCS-715690-ORL / Customer Ref: Brevard County

1. Effective Date: February 12, 2015 @ 8:00 A.M.

2. Policy or Policies to be issued:

Proposed Amount of Insurance:

a. ALTA Owner's Policy of Title Insurance
(6-17-06) (with Florida modifications)

\$To Be Determined
Not To Exceed: \$1,000,000.00

Proposed Insured: A Natural Person or Legal Entity to be Designated

b. ALTA Loan Policy of Title Insurance
(6-17-06) (with Florida modifications)

\$

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Brevard County Board of County Commissioners

5. The land referred to in this Commitment is described as follows:
See Exhibit "A" attached hereto and made a part hereof



**First American
Title Insurance Company**

NATIONAL COMMERCIAL SERVICES

By: _____
as an Authorized Signatory of First American Title Insurance Company National Commercial Services
(This Schedule A valid only when Schedule BI & BII are attached)



First American

Exhibit A

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - NCS-715690-ORL

File Number: NCS-715690-ORL / Customer Ref: Brevard County

The land referred to herein below is situated in the County of Brevard, State of Florida, and is described as follows:

LOTS 4 AND 5, INCLUSIVE, BLOCK 28, CANAVERAL GROVES SUBDIVISION REPLAT OF UNIT 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 140, PUBLIC RECORDS OF BREVARD COUNTY, LESS THE RIGHT OF WAY FOR STATE ROAD 524 AS SET FORTH IN OFFICIAL RECORD BOOK 1460, PAGE 143, CIVIL ACTION NO. 56073.



First American

Schedule B-I

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - NCS-715690-ORL

File Number: NCS-715690-ORL / Customer Ref: Brevard County

REQUIREMENTS

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - (a) Deed, from Brevard County, executed in its name by its Board of County Commissioners, acting through the Chair, or Vice Chair of said Board, and Attested by the Clerk, or Deputy Clerk, of the Circuit Court, and sealed with the Official County Seal, conveying the Land described in Schedule A to a Natural Person or Legal Entity all in accordance with Section 125.411, Florida Statutes. In addition, furnish Company with an Affidavit satisfactory thereto executed by the Chair, Vice Chair or other appropriate County Official confirming that the applicable requirements of Chapter 125, Florida Statutes, as to the sale or other transfer have been satisfied.
5. The actual value of the estate or interest to be insured must be disclosed to the Company and, subject to approval by the Company, entered as the amount of the Policy to be issued. Until the amount of the Policy to be issued shall be determined and entered as aforesaid, it is agreed by and between the Company, the applicant for this Commitment, and every person relying on this Commitment, that the Company cannot be required to approve any such evaluation in excess of \$1,000.00, and the total liability of the Company on account of this Commitment shall not exceed said amount.
6. The Company is to be advised as to the identity and nature of the proposed insured under the owner's policy/mortgagor under the mortgage policy, and reserves the right to make such additional requirements as it may deem necessary.
7. Note: Items 1, 2, 3, 4, 5 and 6 of Schedule B, Section 2 of the Commitment, will be deleted from any policies issued pursuant thereto upon our review and acceptance of a survey acceptable to the Company, certified in accordance with Florida Statutes, or such other proof as may be acceptable to the Company, relating to any rights, interests or claims affecting the land which a correct survey would disclose, and an Affidavit of Possession and No Liens in accordance with Florida Statutes, and the Company's review of the potential exposure for construction liens. The Company reserves the right to include exceptions from coverage relating to matters disclosed by the survey or other proof, the Affidavit, or discovered in the Company's review of the potential exposure for construction liens, and to make such additional requirements as it may deem necessary.

8. Note: The Company reserves the right to make additional requirements as it may deem necessary.

Note: 2014 Taxes show **NO TAXES DUE** in the Gross Amount of \$ for Tax Identification No. 2403378.

2014 Taxes show **NO TAXES DUE** in the Gross Amount of \$ for Tax Identification No. 2403379.

FLORIDA RECORDING FEES:

Recording Fees: \$10.00 for the first page / \$8.50 each additional page
PLUS e-filing fee of \$4.00 per document
PLUS \$1.00 Indexing fee for each name over 4

Deed Transfer Tax (called Documentary Stamp Tax): \$.70 per \$100 (rounded up to the nearest \$100)

for all FL counties EXCEPT Miami-Dade where the rate for all property except single family residences is \$10.50/\$1000 (rounded to the nearest \$100)

Mortgage Tax: Comprised of 2 taxes: Documentary Stamp Tax PLUS Intangible Tax
Documentary Stamp Tax: \$.35/\$100 (rounded up to the nearest \$100)
Intangible Tax: \$2.00/\$1000

In the case of taxes on Mortgage Modifications or Assumptions, please contact the assigned FL Underwriter.

FLORIDA RECORDING STANDARDS:

Margins - First Page: Leave 3" x 3" right hand top margin blank; place name and address of preparer and return-to address in left hand 3"; all other margins: 1"

Margins - Add'l Pages: 1"

Paper Size: Either 8.5" x 11" or 8.5" x 14"

Tax Parcel No.: Must be present on the face of all deeds.

Signatures: Names must be legibly printed, typed or stamped immediately beneath the signatures.

Addresses: The post office address of Grantor and Grantee must be legibly printed, typed or stamped within the document.

Witnesses: Two (2) witnesses are required on all conveyances of an interest in land. The name of each witness must be legibly printed, typed or stamped beneath the signatures.

Preparer/Return-to: The name, title and address of the person who prepared the document must be legibly printed, typed or stamped after the words "This document prepared by:" Also include a return-to address on the first page.



First American

Schedule B-II

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - NCS-715690-ORL

File Number: NCS-715690-ORL / Customer Ref: Brevard County

EXCEPTIONS

Schedule B of the policy or policies to be Issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners, without right of entry.
8. Taxes and assessments for the year 2015 and subsequent years, which are not yet due and payable.
9. Provisions of the Plat of Canaveral Groves Subdivision, Replat of Unit 3, recorded in Plat Book 13, Page 140 of the Public Records of Brevard County, Florida.
10. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

Customer Reference Number: Brevard County
First American File Number: NCS-715690-ORL

Note: All of the recording information contained herein refers to the Public Records of Brevard County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.



**First American
Title Insurance Company**

NATIONAL COMMERCIAL SERVICES

First American Title Insurance Company
420 S. Orange Ave., Suite 250
Orlando, FL 32801
Phn - (407)244-0001
Fax - (888)216-9921

02/27/2015

Re: File # **NCS-715690-ORL**

Property Address: **4900 Palmetto Avenue, FL**

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

An order has been placed with this company for a title insurance policy. The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on :

REFINANCE TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

SALES TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above-referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to the above address or fax number prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Form of County Deed
EXHIBIT "D"

FORM OF COUNTY DEED

Prepared by:

Viera, Florida 32940

COUNTY DEED
(STATUTORY FORM - SECTION 125.411, F.S.)

THIS INDENTURE, made this ____ day of _____, 2015, between **BREVARD COUNTY**, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and **SPACE COAST LAND HOLDINGS LLC**, a Delaware limited liability company, whose address is _____, 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 to wit:

See Exhibit "A", attached hereto and by reference made a part hereof. The term "Property" as used herein also includes any and all rights, easements and appurtenances pertaining to the real property described in Exhibit "A", including together with (i) all right, title and interest of Seller (if any) in and to any property contiguous to the real property described in Exhibit "A" or any adjacent streets, alleys or rights-of-way, (ii) any and all right, title and interest of Seller, if any, to strips, gaps and gores, if any, in connection with the real property described in Exhibit "A", (iii) any and all right, title and interest of Seller, if any, to oil, gas and minerals lying under, in, on or about or constituting a part of the real property described in Exhibit "A", regardless of whether the minerals are considered part of

the surface estate or part of the mineral estate, in accordance with pursuant to section 270.11, Florida Statutes, (iv) all right, title and interest of Seller, if any, with respect to any easements or covenants that benefit or burden the real property described in Exhibit "A", and (v) all riparian and littoral rights appertaining to the real property described in Exhibit "A".

Property Appraiser's Parcel Identification Numbers: 24-35-09-01-28-4, 24-35-09-01-28-5, and 24-35-09-75-1-3

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.

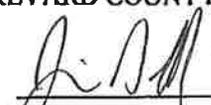
ATTEST:



Scott Ellis, Clerk

By:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA


_____, Chairman
JIM BARFIELD
(As approved by the Board 12/15/15)

Dana Blickley, CFA
Property Appraiser
Brevard County, FL



Property Details

General Parcel Information

Parcel ID:	24-35-09-75-00001.0-0003.00	Millage Code:	1800	Exemption:	C	Use Code:	8020
Site Address:	3675 GUAVA ST , COCOA 32926					Tax ID:	2403713

Site Address is assigned by Brevard County Address Assignment for E-911 purposes and may not reflect the postal community name.

Owner Information

Owner Name:	BREVARD COUNTY
Second Name:	
	C/O ASSET MANAGEMENT
Mailing Address:	700 S PARK AVENUE
City, State, Zipcode:	TITUSVILLE, FL 32780

Abbreviated Description

Plat Book/Page:	0013/0140	Sub Name:	CANAVERAL GROVES SUBD REPLAT UNIT 3 SHEET 1	LOT 3 EX ST RD 524 R/W BLK 1
------------------------	-----------	------------------	---	-------------------------------------

Value Summary

Roll Year:	2013	2014	2015
Market Value Total: ¹	\$1,450	\$1,750	\$1,750
Agricultural Market Value:	\$0	\$0	\$0
Assessed Value Non-School:	\$1,450	\$1,590	\$1,740
Assessed Value School:	\$1,450	\$1,750	\$1,750
Homestead Exemption: ²	\$0	\$0	\$0
Additional Homestead: ²	\$0	\$0	\$0
Other Exemptions: ²	\$1,450	\$1,750	\$1,750
Taxable Value Non-School: ³	\$0	\$0	\$0
Taxable Value School: ³	\$0	\$0	\$0

Land Information

Acres:	0.03
Site Code:	1

1: Market value is established for ad valorem purposes in accordance with s.193.011(1) and (8), Florida Statutes. This value does not represent anticipated selling price for the property.

2: Exemptions are applicable for the year shown and may or may not be applicable if an owner change has occurred.

3: The Additional Homestead exemption does not apply when calculating taxable value for school districts pursuant to Amendment 1.

Sale Information

Official Records Book/Page	Sale Date	Sale Amount	Deed Type	Sale Screening Code	Sale Screening Source	Physical Change Code	Vacant/Improved
4711/2008	8/20/2002	\$100	XD				V
1509/0779	2/1/1975	\$2,300					

Sale screening and sale screening source codes are for assessment purposes only and have no bearing on potential marketability of the property.

Dana Blickley, CFA
Property Appraiser
Brevard County, FL



Property Details

General Parcel Information

Parcel ID:	24-35-09-01-00028.0-0004.00	Millage Code:	1800	Exemption:	C	Use Code:	8020
Site Address:	4900 PALMETTO AVE , COCOA 32926					Tax ID:	2403378

Site Address is assigned by Brevard County Address Assignment for E-911 purposes and may not reflect the postal community name.

Owner Information

Owner Name:	BREVARD COUNTY
Second Name:	
	C/O ASSET MANAGEMENT
Mailing Address:	700 PARK AVE S
City, State, Zipcode:	TITUSVILLE, FL 32780

Abbreviated Description

Plat Book/Page: 0013/0143	Sub Name:	LOT 4
	CANAVERAL	BLK
	GROVES	28 EX
	REPLAT UNIT 3	SR
	SHEET 4	524
		R/W

Value Summary

Roll Year:	2013	2014	2015
Market Value Total: ¹	\$1,450	\$1,750	\$1,750
Agricultural Market Value:	\$0	\$0	\$0
Assessed Value Non-School:	\$1,450	\$1,590	\$1,740
Assessed Value School:	\$1,450	\$1,750	\$1,750
Homestead Exemption: ²	\$0	\$0	\$0
Additional Homestead: ²	\$0	\$0	\$0
Other Exemptions: ²	\$1,450	\$1,750	\$1,750
Taxable Value Non-School: ³	\$0	\$0	\$0
Taxable Value School: ³	\$0	\$0	\$0

Land Information

Acres:	0.09
Site Code:	1

1: Market value is established for ad valorem purposes in accordance with s.193.011(1) and (8), Florida Statutes. This value does not represent anticipated selling price for the property.

2: Exemptions are applicable for the year shown and may or may not be applicable if an owner change has occurred.

3: The Additional Homestead exemption does not apply when calculating taxable value for school districts pursuant to Amendment 1.

Sale Information

Official Records Book/Page	Sale Date	Sale Amount	Deed Type	Sale Screening Code	Sale Screening Source	Physical Change Code	Vacant/Improved
3289/0883	5/1/1993	\$100	PT				V
1085/0959	6/1/1969	\$1,900					

Sale screening and sale screening source codes are for assessment purposes only and have no bearing on potential marketability of the property.

Dana Blickley, CFA
Property Appraiser
Brevard County, FL



Property Details

General Parcel Information

Parcel ID:	24-35-09-01-00028.0-0005.00	Millage Code:	1800	Exemption:	C	Use Code:	8020
Site Address:	4880 PALMETTO AVE , COCOA 32926					Tax ID:	2403379

Site Address is assigned by Brevard County Address Assignment for E-911 purposes and may not reflect the postal community name.

Owner Information

Owner Name:	BREVARD COUNTY
Second Name:	
	C/O ASSET MANAGEMENT
Mailing Address:	700 PARK AVE S
City, State, Zipcode:	TITUSVILLE, FL 32780

Abbreviated Description

Plat Book/Page: 0013/0143	Sub Name:	LOT 5
	CANAVERAL	EX SR
	GROVES	524
	REPLAT UNIT 3	R/W
	SHEET 4	BLK
		28

Value Summary

Roll Year:	2013	2014	2015
Market Value Total: ¹	\$1,450	\$1,750	\$1,750
Agricultural Market Value:	\$0	\$0	\$0
Assessed Value Non-School:	\$1,450	\$1,590	\$1,740
Assessed Value School:	\$1,450	\$1,750	\$1,750
Homestead Exemption: ²	\$0	\$0	\$0
Additional Homestead: ²	\$0	\$0	\$0
Other Exemptions: ²	\$1,450	\$1,750	\$1,750
Taxable Value Non-School: ³	\$0	\$0	\$0
Taxable Value School: ³	\$0	\$0	\$0

Land Information

Acres:	0.06
Site Code:	1

1: Market value is established for ad valorem purposes in accordance with s.193.011(1) and (8), Florida Statutes. This value does not represent anticipated selling price for the property.

2: Exemptions are applicable for the year shown and may or may not be applicable if an owner change has occurred.

3: The Additional Homestead exemption does not apply when calculating taxable value for school districts pursuant to Amendment 1.

Sale Information

Official Records Book/Page	Sale Date	Sale Amount	Deed Type	Sale Screening Code	Sale Screening Source	Physical Change Code	Vacant/Improved
3289/0883	5/1/1993	\$100	PT				V
1223/0208	2/1/1972	\$1,900					

Sale screening and sale screening source codes are for assessment purposes only and have no bearing on potential marketability of the property.



CFN:2002261403 10-16-2002 09:06 am
 OR Book/Page: 4711 / 2008

Tax Deed File Number: 92-7
 Formerly Assessed to: Robert H. Strom

TAX DEED

Scott Ellis

Clerk Of Courts, Brevard County

STATE OF FLORIDA
 COUNTY OF BREVARD

#Pgs: 2	#Names: 2	
Trust: 1.50	Rec: 9.00	Serv: 0.00
---: 0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

The following Tax Certificate Numbered 8902265 issued on MAY 30, 1989 was filed in the office of the Tax Collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land: such land was on the 17th day of March, 1992, offered for sale as required by law for cash to the highest bidder: and there being no bidders at said public sale, the Clerk of the Circuit Court of this County entered the land on a list entitled "Lands Available for Taxes" and immediately notified the County Commission and all other persons holding certificates against the land that said lands were available; seven (7) years have passed since such lands were offered for public sale and said lands, by virtue of Section 197.502(8), Florida Statutes, have escheated to the County wherein the lands are located,

NOW, THEREFORE, the County of Brevard, State of Florida, in consideration of the premises, and in consideration of and pursuant to Section 197.502(8), Florida Statutes, and in pursuance of the statutes in such cases made and provided, has given, granted, bargained and sold, and does hereby give, grant, bargain, sell and convey to the said Board of County Commissioners of Brevard County, Florida, and to its heirs and assigns forever, to their own proper use benefit and behoof the following land situated in the County and State aforesaid and described as follows:

TWP-24 RG-35 SC-09 SB-75 BLK-1 LOT-3
 CANAVERAL GROVES SUBD REPLAT
 UNIT 3 SHEET 1 LOT 3 EX ST RD 524
 R/W BLK 1 PB 13 PAGE 0140

Containing .03 acres, more or less, provided, however, that said lands shall continue subject and liable for any lien of record held by a municipal or county governmental unit which has not been heretofore satisfied and any unpaid general taxes of equal dignity with county taxes represented by the Certificate or certificates above described.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of the County of Brevard, State of Florida, I the undersigned as Clerk of the Circuit Court for the County and State of aforesaid, have executed this deed and have hereunto set my official signature and seal at Titusville, in the County of Brevard, and State of Florida, this 20th day of August, A.D., 2002.

LEGAL FORM PREPARED

QUIT-CLAIM DEED BY COUNTY

Roger Donnelly

This Quit-Claim Deed, Executed this _____ day of _____, A. D. 19 _____, by

Norman N. and Wilda I. Dixon, 945 Prosperity Place Rockledge, Florida 32955

first party, to Brevard County Board of County Commissioners

whose postoffice address is 2725 St. Johns Street, Melbourne, Florida 32940

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ 1.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of _____ State of _____, to-wit:

Twp	Rge	Sec	Sub	Block	Lot
24	35	09	01	28	4 & 5

Canaveral Groves Replat Lot 4 & 5 Block 28
Ex SR 524 R/W

Return To	<i>Roger Donnelly</i>
Property Control	013-2101-5
BCC	

Landy Crawford Clerk Circuit Court
 Recorded and Verified Brevard County, FL
 # Pgs. 1 # Names 3
 Trust Fund 1.00 Rac Fee 5.00
 Stamp-Dues .70 Excise Tx _____
 Stamp-Mtg _____ Int Tx _____
 Service Chg _____ Refund _____

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Norman N. Dixon *Norman N. Dixon*

Roger Donnelly

Wilda I. Dixon *Wilda I. Dixon*

Karen Raymond



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 _____ and Wilda I. Dixon

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 5 day of May A. D. 19 93.

Cheryl Denise
Cheryl Denise

BK3289PG0883

379081
93MAY 11 PM 4:53



CFN:2002261403
OR Book/Page: 4711 / 2009

Signed, sealed and delivered
in the presence of:

Kem Sanders
Vicki Robinson

SCOTT ELLIS
CLERK OF THE CIRCUIT COURT
BREVARD COUNTY, FLORIDA

By: Joseph Maly
Deputy Clerk



STATE OF FLORIDA
COUNTY OF BREVARD

On this 20th day of August, 2002, before me, Karen Jones, personally appeared Joseph Maly, Deputy Clerk, Brevard County, in and for the State and this County known to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and official seal date aforesaid.

Karen Jones



DEPUTY CLERK, per F.S. 695.03/92.50
Scott Ellis, Clerk
Brevard County, Florida

THIS INSTRUMENT WAS PREPARED BY
AFTER RECORDING RETURN TO:

Jim Shindell, Esq.
1450 Brickell Avenue, 23rd Floor
Miami, FL 33131

Folio No.: 24-35-09-75-00001.0-0004.00
24-35-09-75-00001.0-0005.00

ATTACHED TO
TAX # 2403713

WARRANTY DEED

THIS INDENTURE, made this 28th day of July, 2015, between Dawn R. Andersen, a single woman whose address is: 205 Palmetto Avenue, Merritt Island, FL 32953 ("Grantor"), and Brevard County Property Holdings LLC, a Delaware limited liability company whose address is: Attn: Jim Shindell, 1450 Brickell Avenue, 23rd Floor, Miami, FL 33131 ("Grantee");

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), lawful money of the United States of America, to it in hand paid by the Grantee, at or before the ensealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, alienated, remised, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee and its/his/her heirs or successors and assignees forever, the following parcel of land, situate, lying and being in the County of Brevard ("County"), State of Florida, and more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF (the "Land").

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Real property taxes, assessments and special district levies, if any, for the year 2015 and for subsequent years.
2. Those certain matters set forth in EXHIBIT B attached hereto, without re-imposing the same.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining:

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of the Land hereby conveyed in fee simple; that it has good right and lawful authority to sell and

convey said Land; that it hereby specially warrants the title to said Land and will defend the same against the lawful claims of any persons.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, the day and year first above written.

[Signature]
Witness

Car Slater
Printed Name of Witness

[Signature]
Witness

Jessica Alvarez
Printed Name of Witness

[Signature]
Dawn R. Andersen

STATE OF FLORIDA)
) ss.:
COUNTY OF Brevard)

The foregoing Warranty Deed was acknowledged before me this 20th day of July, 2015 by Dawn R. Andersen, who () is personally known to me, or (X) produced a Florida Driver License as identification.

[Signature]
Signature of Notary Public
Car Slater
Printed Name of Notary Public



EXHIBIT "A"
LEGAL DESCRIPTION

LOTS 4 AND 5, BLOCK 1, OF CANAVERAL GROVES SUBDIVISION REPLAT OF UNIT 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 140-143, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LESS RIGHT OF WAY FOR STATE ROAD 524.

EXHIBIT "B"

1. Plat of Canaveral Groves Subdivision Replat of Unit 3, recorded in Plat Book 13, Page 140 of the Public Records of Brevard County, Florida.
2. Restrictions by Canaveral Groves, Inc., recorded in Official Records Book 253, Page 560, as affected by that certain Declaration of Restrictions recorded in Official Records Book 335, Page 578, Public Records of Brevard County, Florida.
3. Easement Grant in favor of Florida Gas Transmission Company, a Delaware corporation, recorded in Official Records Book 1010, Page 443, as affected by that certain Subordination of Encumbrance to Property Rights of State of Florida by and between State of Florida Department of Transportation and Florida Gas Transmission Company recorded in Official Records Book 1172, Page 317, and as further affected by that certain Corrective Easement Grant in favor of Florida Gas Transmission Company, a Delaware corporation, recorded in Official Records Book 1631, Page 810, and as further affected by that certain Subordination of Utility Interests by and between State of Florida Department of Transportation and Florida Gas Transmission Company recorded in Official Records Book 3293, Page 950, and as further affected by that certain Subordination of Utility Interests by and between State of Florida Department of Transportation and Florida Gas Transmission Company recorded in Official Records Book 3293, Page 954, Public Records of Brevard County, Florida.
4. Rights of ingress, egress, light, air, and view conveyed to the State of Florida Department of Transportation in Civil Action No. 56073, as evidenced by that certain Final Judgment recorded in Official Records Book 1555, Page 833, Public Records of Brevard County, Florida.
5. Rights of ingress, egress, light, air, and view conveyed to the State of Florida Department of Transportation by that certain Warranty Deed recorded in Official Records Book 3350, Page 803, Public Records of Brevard County, Florida.
6. Rights of ingress, egress, light, air, and view conveyed to the State of Florida Department of Transportation by that certain Order of Taking recorded in Official Records Book 3391, Page 305, Public Records of Brevard County, Florida.

Prepared by and Return to:

Kolleen O.P. Cobb, Esq.
2855 Le Jeune Road, 4th Floor
Coral Gables, Florida 33134

*ADJACENT TO
TAX # 2403328*

Folio No.: 24-35-09-00-00001.0-0000.00.

Space above this Line for Recording Data

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and executed this 11th day of September, 2014, between SCHF Not-for-Profit Wind-Down, Inc., a Florida non-profit corporation, successor to Eugene Wuesthoff Memorial Hospital Association by name change and to Wuesthoff Memorial Hospital, Inc., by Merger, whose address of which is 6905 N. Wickham Road, Suite #301, Melbourne, FL 32940 ("Grantor"), and Brevard County Property Holdings, LLC, a Delaware limited liability company, whose address is 2855 S. LeJeune Road, 4th Floor, Coral Gables, FL 33134 ("Grantee").

WITNESSETH:

THAT, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby remises, releases and quitclaims unto Grantee, its successors and assigns, all right, title, interest, claim and demand, if any, of Grantor in and to the real property situated in Brevard County, Florida, which is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Property");

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever Grantor may have, either in law or equity, for the proper use, benefit and behoof of Grantee forever.

Wherever used herein the terms "Grantor" and Grantee" include all parties to this instrument and their respective successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be executed the day and year first written above.

SCHF Not-for-Profit Wind-Down, Inc., a Florida non-profit corporation

[Signature]
Witness

D. Larson
Printed Name of Witness

[Signature]
Witness

Dawn M. Hannon
Printed Name of Witness

By: [Signature]
Name: FRAN PICKETT
Title: BOARD CHAIR

STATE OF FLORIDA)
) ss.:
COUNTY OF BREVARD)

The foregoing Quitclaim Deed was acknowledged before me this 11th day of September, 2014, by FRAN PICKETT, as BOARD CHAIR of SCHF Not-for-Profit Wind-Down, Inc., a Florida non-profit corporation, on behalf of the non-profit corporation, who () is personally known to me, or () produced _____ as identification.

[Signature]
Signature of Notary Public
DIANE NIEHAUS
Printed Name of Notary Public



EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Brevard, State of Florida, and is described as follows:

A PORTION ("PORTION") OF THE LAND CONVEYED IN OFFICIAL RECORDS BOOK 1566 PAGE 820, AND OFFICIAL RECORDS BOOK 1597, PAGE 722 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

A TRACT OF LAND LOCATED IN CANAVERAL GROVES SUBDIVISION, UNIT III, SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS THAT TRACT LABELED "NOT A PART OF THIS PLAT", BEING BOUNDED ON THE EAST BY TRACT 4, BLOCK 28, SECTION 9, ON THE NORTH BY A CANAL, ON THE WEST BY PINE STREET AND ON THE SOUTH BY PALMETTO AVENUE, SAID TRACT HAVING FOR ITS DIMENSIONS ON THE NORTH AND SOUTH 375 FEET AND ON THE EAST AND WEST 350 FEET, LESS ANY LANDS TAKEN BY THE DIVISION OF ADMINISTRATION, STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION AND BREVARD COUNTY IN THAT CERTAIN EMINENT DOMAIN PROCEEDING STYLED DIVISION OF ADMINISTRATION, STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION AND BREVARD COUNTY VS. HOWARD LLOYD, ET AL, IN THE CIRCUIT COURT IN AND FOR BREVARD COUNTY, FLORIDA, CIVIL ACTION NO. 56073.

Also described as follows:

Begin at the Southwest corner of Block 28, Canaveral Groves Subdivision Replat of Unit 3, according to the plat thereof recorded in Plat Book 13, at Page 143 of the Public Records of Brevard County, Florida, also being the intersection of the east right-of-way line of Pine Street with the north right-of-way line of Palmetto Avenue; thence run North 011926 West, along said east right-of-way line, a distance of 48.85 feet to the southerly Limited Access right-of-way line of State Road 528, per State of Florida Department of Transportation RIGHT OF WAY MAP Section 70007-2501 (S.R. 524 Brevard County); thence North 883554 East, along said Limited Access right-of-way line, a distance of 122.96 feet; thence run South 872257 East, continuing along said line, 252.64 feet to the west line of Lot 4; thence run South 004645 East, along said west line, a distance of 31.29 feet, to the north right-of-way line of Palmetto Avenue, thence run South 883720 West, along said north line, a distance of 374.71 feet to the Point of Beginning.

DEAN MEAD
7380 MURRELL RD
STE 200
VIERA FL 32940

HC

*Doc # 24.50
Rec'd # 35.50*

THIS INSTRUMENT WAS PREPARED BY
AFTER RECORDING RETURN TO:

Kolleen Cobb
2855 S. LeJeune Road, 4th Floor
Coral Gables, FL 33134

*ADJACENT TO
TAX # 2403379*

Folio No.: 24-35-09-01-00028.0-0006.00

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 15th day of May, 2015, between Canaveral Groves, Inc., a Florida corporation, an address of which is 2916 Crystal Bay Dr., Las Vegas, NV 89117 ("Grantor") Brevard County Property Holdings, LLC, a Delaware limited liability company, and whose address is 2855 S. LeJeune Road, 4th Floor, Coral Gables, FL 33134 ("Grantee");

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), lawful money of the United States of America, to it in hand paid by the Grantee, at or before the ensembling and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, alienated, remised, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee and its/bis/her heirs or successors and assignees forever, the following parcel of land, situate, lying and being in the County of Brevard ("County"), State of Florida, and more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF (the "Land").

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Real property taxes, assessments and special district levies, if any, for the year in which the Closing occurs and for subsequent years.
2. Zoning and other regulatory laws and ordinances affecting the Land.
3. Those certain matters set forth in EXHIBIT B attached hereto, without re-imposing the same.
4. All matters that would be revealed or disclosed in an accurate survey of the Property.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

EXHIBIT A

Legal Description

TRACT 6, BLOCK 28, IN CANAVERAL GROVES SUBDIVISION, REPLAT OF UNIT 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 140 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LESS AND EXCEPT ANY LANDS TAKEN BY THE DIVISION OF ADMINISTRATION, STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION AND BREVARD COUNTY IN THAT CERTAIN EMINENT DOMAIN PROCEEDING STYLED DIVISION OF ADMINISTRATION, STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION AND BREVARD COUNTY VS. HOWARD LLOYD, ET AL, IN THE CIRCUIT COURT IN AND FOR BREVARD COUNTY, FLORIDA, CIVIL ACTION NO. 56073.

TOGETHER WITH THAT PORTION OF THE NORTH HALF OF PALMETTO AVENUE VACATED BY THAT CERTAIN RESOLUTION 89-341 OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 3018, PAGE 3249, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

EXHIBIT B

Exceptions

1. Plat of Canaveral Groves Subdivision Unit 3, recorded in Plat Book 13, Page 140, of the Public Records of Brevard County, Florida.
2. Rights of the public in and to that portion of the land lying within State Road 528.
3. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
4. Restrictions by Canaveral Groves, Inc., a Florida corporation, recorded in Official Records Book 253, Page 560, as affected by that certain Declaration of Restrictions by Canaveral Groves, Inc., a Florida corporation, recorded in Official Records Book 335, Page 578, Public Records of Brevard County, Florida.
5. Reservation of easement in favor of Florida Power and Light contained in that certain Resolution 89-341, as recorded in Official Records Book 3018, Page 3249, Public Records of Brevard County, Florida.

This Instrument Prepared By
And To Be Returned To:
R. Mason Blake, Esquire
DEAN MEAD
7380 Murrell Road, Suite 200
Viera, Florida 32940
(321) 259-8900

UNITY OF TITLE AGREEMENT

THIS UNITY OF TITLE AGREEMENT (the "Agreement") is made and entered into as of the ___ day of February, 2016, by and between BREVARD COUNTY PROPERTY HOLDINGS, a Delaware limited liability company (hereinafter referred to as the "Owner"), and Brevard County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the Owner has acquired those certain lots located in Brevard County, Florida more particularly described in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Property"); and

WHEREAS, the Owner desires to vacate certain rights-of way adjacent to the aforesaid lots, which will preclude such lots from being developed as separate parcels under the County's land development regulations; and

WHEREAS, the County, as a condition of approving the vacation of the rights-of-way, has required that the Owner execute and record this Agreement to demonstrate unity of ownership and title as to the Property; and

WHEREAS, the Owner and the County desire to have the Property recognized as one parcel for development purposes under the County's land development regulations; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Owner and the County agree as follows:

1. The foregoing recitals are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.
2. The Owner represents and warrants that it holds fee simple title to the Property, and there are no liens, mortgages or other encumbrances affecting the Property.
3. The Owner agrees, as a condition of approval of the vacation of the aforesaid rights-of-way, that the Property shall be unified in ownership and title for development purposes upon recording of this Agreement. The Owner further agrees not to sell, convey or assign any

interest in the Property which would cause the loss of unity of ownership of title without first obtaining the written consent of the County. County acknowledges and agrees that the Owner may convey a portion of the Property with the prior written consent of the County, provided that the parcel conveyed and the proposed development thereof complies with the County's land development regulations.

4. The Owner covenants and agrees that the single family dwellings located on the Property will be vacated on or before March 31, 2016. The Owner also covenants and agree to demolish or remove all of the single family dwellings located on the Property on or before March 31, 2017.

5. Enforcement of this Agreement by the County may be through any applicable proceeding in law or in equity against any person, firm, corporation or other legal entity violating or attempting to violate any provision hereof, either to restrain a violation or to recover damages. Any failure to enforce any violation of this Agreement or provision herein contained shall in no way be deemed a waiver of the right to do so thereafter; provided, however, the County shall not be obligated or bound to enforce any of the covenants or provisions herein or be liable to or for any person or persons for non-enforcement.

6. It is the intention of the Owner, as fee simple owner of the Property that this Agreement shall constitute a covenant running with the land and with title to the land, and as an equitable servitude upon the land, as the case may be, and shall in all cases be binding upon the Owner, its successors and assigns. The provisions of this instrument may be amended, modified or released by a written instrument executed by the then owner(s) of all of the Property, with joinders by all mortgagees, if any, provided the same is also approved by the County.

7. Enforcement shall be by action against any parties or persons violating or attempting to violate any covenants. The prevailing party to any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

8. Invalidation of any of these covenants by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.

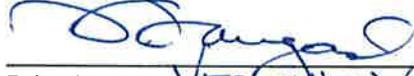
9. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

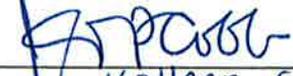
10. This Agreement shall become effective upon its recordation in the Public Records of Brevard County, Florida, and any amendment hereto shall become effective upon its recordation in the Public Records of Brevard County, Florida.

IN WITNESS WHEREOF, Owner and the County have hereunto set their hands and seals as of the day and year first above written.

Signed sealed and delivered
in our presence:

BREVARD COUNTY PROPERTY HOLDINGS,
LLC, a Delaware limited liability company

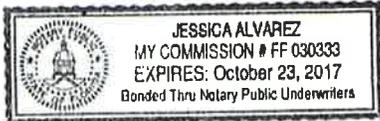

Print Name: VERONICA VARGAS

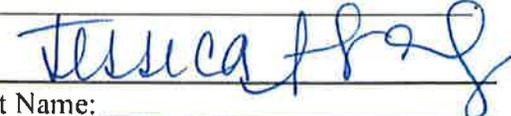
By: 
Name: Kolleen Cobb
Title: VICE President


Print Name: Ivon Mendosa

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 4th day of February, 2016, by Kolleen Cobb, as Vice President, of BREVARD COUNTY PROPERTY HOLDINGS, LLC, a Delaware limited liability company, on behalf of said company. Said person is (check one) personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____




Print Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

Diane Byrum
Print Name: Diane Byrum

CLAIRE FOISDM
Print Name: CLAIRE FOISDM

BREVARD COUNTY, FLORIDA, a political
subdivision of the State of Florida

By: *J. Ball*
Name: Jim Barfield
Title: Chairman

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 1st day of February, 2016,
by Jim Barfield, as Chairman, of BREVARD COUNTY,
FLORIDA, a political subdivision of the State of Florida, on behalf of Brevard County. Said
person is (check one) personally known to me, produced a driver's license (issued by a state
of the United States within the last five (5) years) as identification, or produced other
identification, to wit: _____

Tammy L. Rowe
Print Name: Tammy L. Rowe
Notary Public, State of Florida
Commission No.: FF952614
My Commission Expires: 4-28-19



Exhibit A

Reference	Parcel ID #	Owner
1	24-35-09-00-754	Brevard County Property Holdings
2	24-35-09-75-2-4	Brevard County Property Holdings
3	24-35-09-75-2-5	Brevard County Property Holdings
4	24-35-09-75-2-8	Brevard County Property Holdings
5	24-35-09-75-2-11	Brevard County Property Holdings
6	24-35-09-75-1-4	Brevard County Property Holdings
7	24-35-09-75-1-5	Brevard County Property Holdings
8	24-35-09-00-1	Brevard County Property Holdings
9	24-35-09-01-28-4	Brevard County
10	24-35-09-01-28-5	Brevard County
11	24-35-09-01-28-6	Brevard County Property Holdings



W