

Meeting Date
<b>December 5, 2017</b>



AGENDA	
Section	Public Hearing
Item No.	<i>IV.B.</i>

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

SUBJECT:	Approval Re: Resolution and Exchange Agreement between R. C Kirk & Ethyl May Kirk (KIRK) and Brevard County (County) - District 1. (Fiscal Impact: None)
DEPT/OFFICE:	Public Works Department / Land Acquisition Section

Requested Action:

It is requested that the Board of County Commissioners review, approve and authorize the Chairman to execute the Resolution and Exchange Agreement between the County and KIRK.

Summary Explanation & Background:

The subject property is located in Section 08, Township 21 South, Range 35 East.

The County property described in Exhibit A separates the KIRK property from Old Dixie Highway right of way. The KIRK property described in Exhibit C separates the County property from Old Dixie Highway. KIRK desires to have access across the County property and the County desires access across the KIRK property. It is recommended to exchange the County property described in Exhibit A for the KIRK property described in Exhibit C. The County also desires to have KIRK transfer easement right for the purpose of landscaping and buffering between the County property and the KIRK property.

Based upon estimated values, the County parcel described in Exhibit A \$9,200.00. The estimated value of the KIRK parcel described in Exhibit C and easement parcel described in Exhibit B is \$4,700.00. KIRK has agreed to pay the difference of \$4,500.00 to the County and to grant the Buffer / Landscape Easement and Deed for the property needed by the County in exchange for the County property needed by KIRK for access to Old Dixie Highway.

On November 21, 2017, permission was granted by the Board of County Commissioners to advertise and consider the Exchange Agreement for property between the County and KIRK. As required by Section 125.37, F.S., an advertisement regarding the exchange has been published in the local newspaper.

Fiscal Impact: FY 2017-2018: None  
 FY 2018-2019: None

Clerk to the Board Instructions: Forward the original executed Resolution and original executed Exchange Agreement to Department

Exhibits Attached: Exchange Agreement with Exhibits, Resolution with Exhibits, Location Map, Advertisement

Contract /Agreement (If attached): Reviewed by County Attorney Yes  No  PR

County Manager Frank Abbate <i>F3A</i>	Assistant County Manager John P. Denninghoff <i>[Signature]</i>	Department Director / Extension Andrew J. Holmes, PE / 57202
	Interim Assistant County Manager Jim Liesenfelt	

**BOARD OF COUNTY COMMISSIONERS**

AGENDA: PROPOSED EXCHANGE OF PROPERTY BETWEEN R. C. KIRK &  
ETHYL MAY KIRK AND BREVARD COUNTY BOARD OF COUNTY  
COMMISSIONERS - DISTRICT 1

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION

AGENCY CONTACT: DAN JONES LAND ACQUISITION SUPERVISOR

CONTACT PHONE: 321-690-6847 (5-2726)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u>DP 3</u>	_____	<u>11/12/17</u>
COUNTY ATTORNEY Eden Bentley Deputy County Attorney	_____	_____	_____
PUBLIC WORKS Andrew J. Holmes, Director	_____	_____	_____

AGENDA DUE DATE: November 15, 2016 for the December 5, 2017 Board meeting

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

**PLEASE CALL DEBBIE CRUZ AT 690-6847 (5-6847) WHEN READY TO BE PICKED UP.**

**THANK YOU.**

**RESOLUTION NO 2017 - 244**

**A RESOLUTION PURSUANT TO SECTION 125.37, FLORIDA STATUTES (2017) AUTHORIZING THE EXCHANGE OF COUNTY PROPERTY FOR OTHER REAL PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Brevard County holds certain real property and desires to exchange a fee simple interest for the land described in Exhibit A (access strip), subject to reservations of easements to the County, for an easement interest in the land described in Exhibit B (buffer and landscape easement) and a fee simple interest in land described in Exhibit C (triangle access parcel) owned by R. C. Kirk and Ethel May Kirk (Kirk) ; and

**WHEREAS**, in further consideration for obtaining fee interest in portions of real property owned by Brevard County, R. C. Kirk agrees to pay Brevard County a sum totaling forty five hundred dollars (\$4,500.00). The Property to be transferred to Kirk shall be limited in use to access for adjacent property and shall be subject to easement interests reserved in favor of Brevard County, Florida. The property transferred to R.C. Kirk shall also be subject to a reverter of the entire interest to Brevard County in the event there is no development of the property by Kirk for access to adjacent land within 5 years. Brevard County shall retain full rights of ingress and egress across the property, but shall not be required to maintain the ingress and egress area or to construct a road or any other improvements. Brevard County shall reserve a drainage easement across the property transferred to Kirk and, until the property is developed by Kirk, a right to store road construction materials on the property. The Buffer and Landscaping easement in favor of Brevard County shall provide the area shall not be altered by Kirk. The County shall be granted the right to install additional landscaping in the easement area.

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

The foregoing recitals are incorporated herein and adopted as part of this resolution.

The parcel to be exchanged is described as follows:

See Attached Exhibit "A" which shall be subject to reservation of easements and a reverter.

The parcels to be acquired is described as follows:

See Attached Exhibit "B" (Buffer and Landscape Easement to the County) & Exhibit "C" (Fee simple parcel to the County). In addition, Kirk shall pay County \$4,500.

This resolution shall take effect immediately and the County Attorney is directed to prepare the necessary instruments to be recorded with this Resolution in the Official Records Books of Brevard County, Florida. However, the exchange of real property and any interests therein shall not occur prior to the closing pursuant to the Exchange Agreement executed between the parties on December 5, 2017.

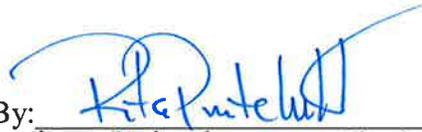
**DONE, ORDERED AND ADOPTED**, in Regular Session, this 5th day of December, 2017, A.D.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

By:   
Rita Pritchett - Chair  
As approved by the Board on 12/5/17

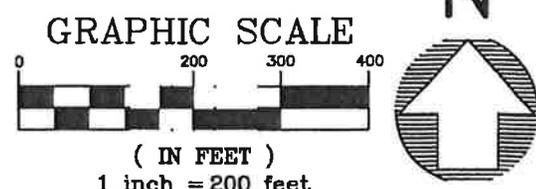
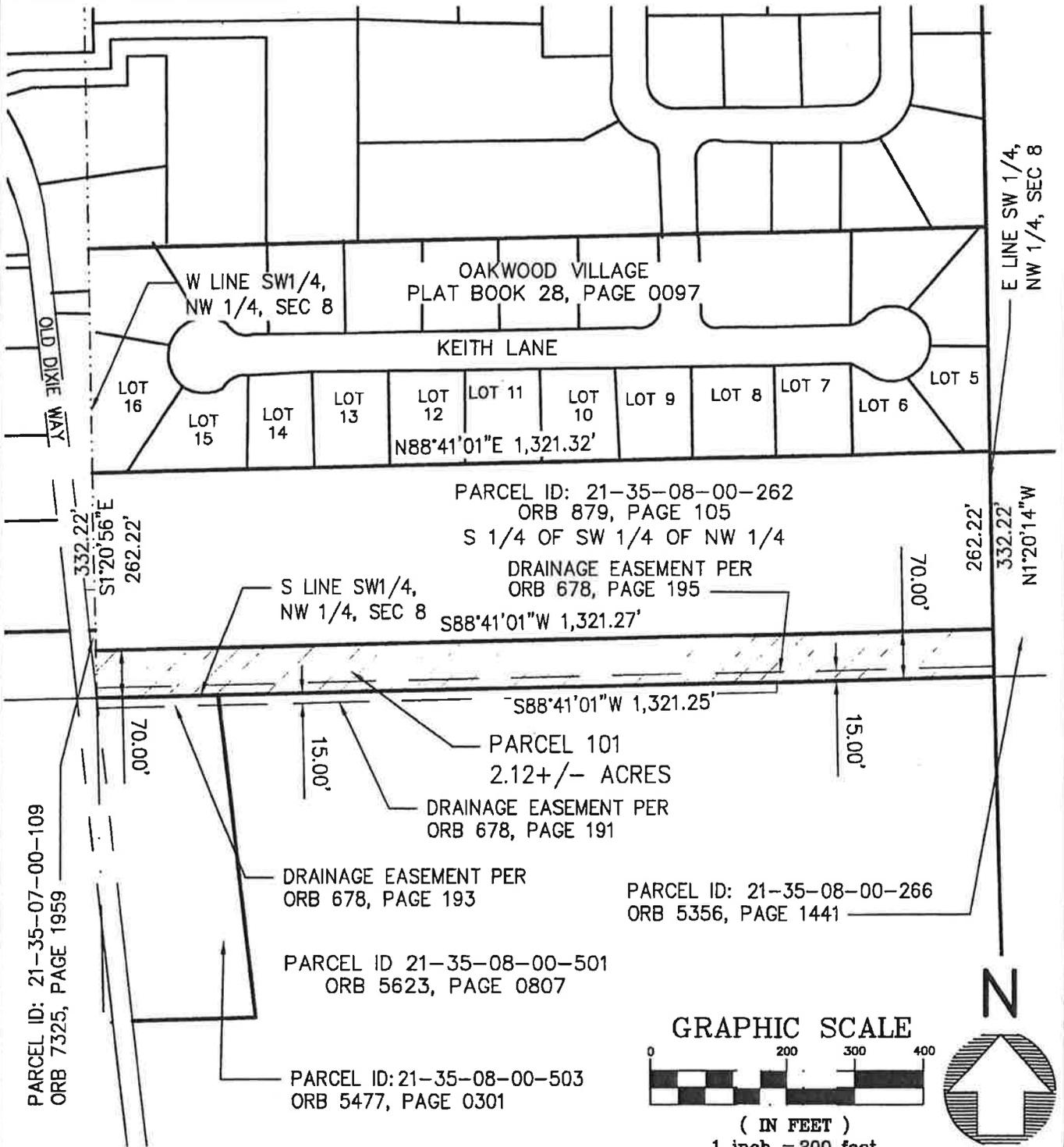
# LEGAL DESCRIPTION

## PARCEL #101

SECTION 08, TOWNSHIP 21 SOUTH, RANGE 35 EAST  
PARENT PARCEL ID# 21-35-08-00-262  
PURPOSE: FEE SIMPLE CONVEYANCE

# EXHIBIT "A"

SHEET 2 OF 2  
NOT VALID WITHOUT SHEET 1 OF 2  
THIS IS NOT A SURVEY



	PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION	SCALE:	SECTION 8
	ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940	1"=200'	TOWNSHIP 21 SOUTH
PHONE: (321) 633-2080		PROJECT NO. 17-09-072	RANGE 35 EAST

**LEGAL DESCRIPTION**

**PARCEL #101**

SECTION 08, TOWNSHIP 21 SOUTH, RANGE 35 EAST  
PARENT PARCEL ID#: 21-35-08-00-262  
PURPOSE: FEE SIMPLE CONVEYANCE

**EXHIBIT "A"**

SHEET 1 OF 2  
NOT VALID WITHOUT SHEET 2 OF 2  
THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 101, FEE SIMPLE CONVEYANCE (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 879, PAGE 105 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS THE SOUTH 70.00 FEET OF THE SOUTH ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.  
CONTAINING 2.12 ACRES (92,488 SQUARE FEET) MORE OR LESS.

**SURVEYOR'S NOTES:**

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF OAKWOOD VILLAGE AS PER THE PLAT OF OAKWOOD VILLAGE RECORDED IN PLAT BOOK 28, PAGE 97 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS BEING NORTH 88°41'01" EAST, AN ASSUMED BEARING
3. ONLY RIGHTS OF WAY AND EASEMENTS SHOWN ON APPLICABLE RECORD PLATS ARE INDICATED HEREON. NO OWNERSHIP AND ENCUMBRANCE REPORT OR OTHER INFORMATION WAS FURNISHED TO THE SURVEYOR AND MAPPER.

**ABBREVIATIONS**

AC = ACRES	SEC = SECTION
ID = IDENTIFICATION	T = TOWNSHIP
ORB = OFFICIAL RECORDS BOOK	
PB = PLAT BOOK	
PG = PAGE	
R = RANGE OR RADIUS	
R/W = RIGHT OF WAY	
SQ FT = SQUARE FEET	



PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION  
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VERA, FLORIDA 32940  
PHONE: (321) 633-2080



DRAWN BY: M. SWEENEY	CHECKED BY: M. J. SWEENEY	PROJECT NO. 17-09-072			SECTION 8 TOWNSHIP 21 SOUTH RANGE 35 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: OCTOBER 16, 2017	SHEET: 1 OF 2				

# LEGAL DESCRIPTION

## PARCEL #801

SECTION 08, TOWNSHIP 21 SOUTH, RANGE 35 EAST  
PARENT PARCEL ID#: 21-35-08-00-288  
PURPOSE: BUFFER EASEMENT

# EXHIBIT "B"

SHEET 1 OF 2  
NOT VALID WITHOUT SHEET 2 OF 2  
THIS IS NOT A SURVEY

### LEGAL DESCRIPTION: PARCEL 801, BUFFER EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5356, PAGE 1441 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS THE WEST 25.00 FEET OF THE SOUTH 330.00 FEET OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA LESS AND EXCEPT THE SOUTH 70.00 FEET OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, CONTAINING 0.15 ACRES (6,500 SQUARE FEET) MORE OR LESS.

### SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF OAKWOOD VILLAGE AS PER THE PLAT OF OAKWOOD VILLAGE RECORDED IN PLAT BOOK 28, PAGE 97 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS BEING NORTH 88°41'01"EAST, AN ASSUMED BEARING
3. REFERENCE MATERIALS: OWNERSHIP AND ENCUMBRANCE REPORT PREPARED BY CRAIG CARLSON, NEW REVELATIONS, INC., FILE NUMBER 17-1567, EFFECTIVE DATE 10/02/2017. NO EASEMENTS AFFECTING PARCEL 801 WERE INCLUDED IN SAID OWNERSHIP AND ENCUMBRANCE REPORT.

### ABBREVIATIONS

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PB = PLAT BOOK	
PG = PAGE	
R = RANGE OR RADIUS	
R/W = RIGHT OF WAY	
SQ FT = SQUARE FEET	

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COUNTY COMMISSSIONERS

MICHAEL J. SWEENEY, PSM 4870  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION  
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940  
PHONE: (321) 633-2080



DRAWN BY: M. SWEENEY

CHECKED BY: M. J. SWEENEY

PROJECT NO. 17-09-072

SECTION 8  
TOWNSHIP 21 SOUTH  
RANGE 35 EAST

DATE: OCTOBER 16, 2017

SHEET: 1 OF 2

REVISIONS

DATE

DESCRIPTION

REVISIONS	DATE	DESCRIPTION

# LEGAL DESCRIPTION

## PARCEL #801

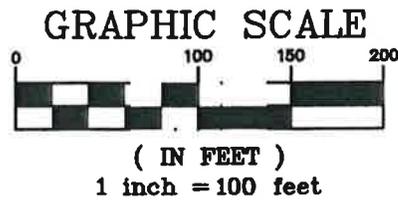
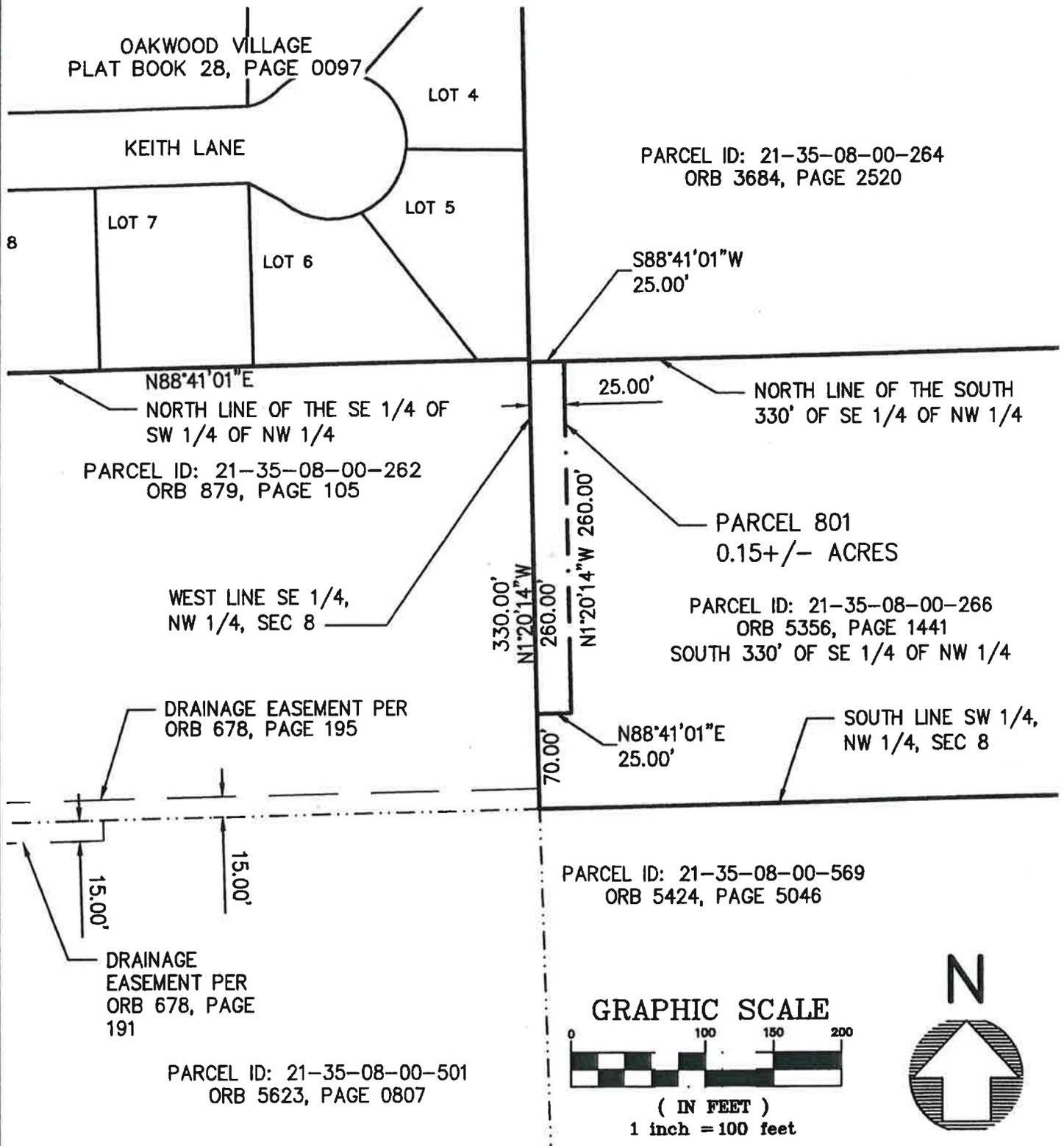
SECTION 08, TOWNSHIP 21 SOUTH, RANGE 35 EAST  
PARENT PARCEL ID# 21-35-08-00-286  
PURPOSE: BUFFER EASEMENT

# EXHIBIT "B"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY



	PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940 PHONE: (321) 633-2080	SCALE: 1"=100' PROJECT NO. 17-09-072	SECTION 8 TOWNSHIP 21 SOUTH RANGE 35 EAST
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# LEGAL DESCRIPTION

## PARCEL #102

SECTION 07, TOWNSHIP 21 SOUTH, RANGE 35 EAST  
PARENT PARCEL ID# 21-35-07-00-109  
PURPOSE: DEED REITERATION

### EXHIBIT "C"

SHEET 1 OF 2  
NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 102, REITERATION OF OFFICIAL RECORD BOOK 7325, PAGE 1959, (BY SURVEYOR)

A PARCEL OF LAND BEING ALL OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7325, PAGE 1959 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6577, PAGE 2077 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING LOCATED WITHIN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS THE SOUTH 100.00 FEET OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, LYING EASTERLY OF OLD DIXIE HIGHWAY, CONTAINING 451 SQUARE FEET (0.01 ACRES) MORE OR LESS.

#### SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 35 EAST, AS BEING SOUTH 01°20'56"EAST, AN ASSUMED BEARING.
3. ONLY RIGHTS OF WAY AND EASEMENTS SHOWN ON APPLICABLE RECORD PLATS ARE INDICATED HEREON. NO OWNERSHIP AND ENCUMBRANCE REPORT OR OTHER INFORMATION WAS FURNISHED TO THE SURVEYOR AND MAPPER.

### ABBREVIATIONS

AC = ACRES	SEC = SECTION
ID = IDENTIFICATION	T = TOWNSHIP
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PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION  
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940  
PHONE: (321) 633-2080



DRAWN BY: M. SWEENEY	CHECKED BY: M. J. SWEENEY	PROJECT NO. 17-09-072			SECTION 7 TOWNSHIP 21 SOUTH RANGE 35 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: OCTOBER 30, 2017	SHEET: 1 OF 2				

# LEGAL DESCRIPTION

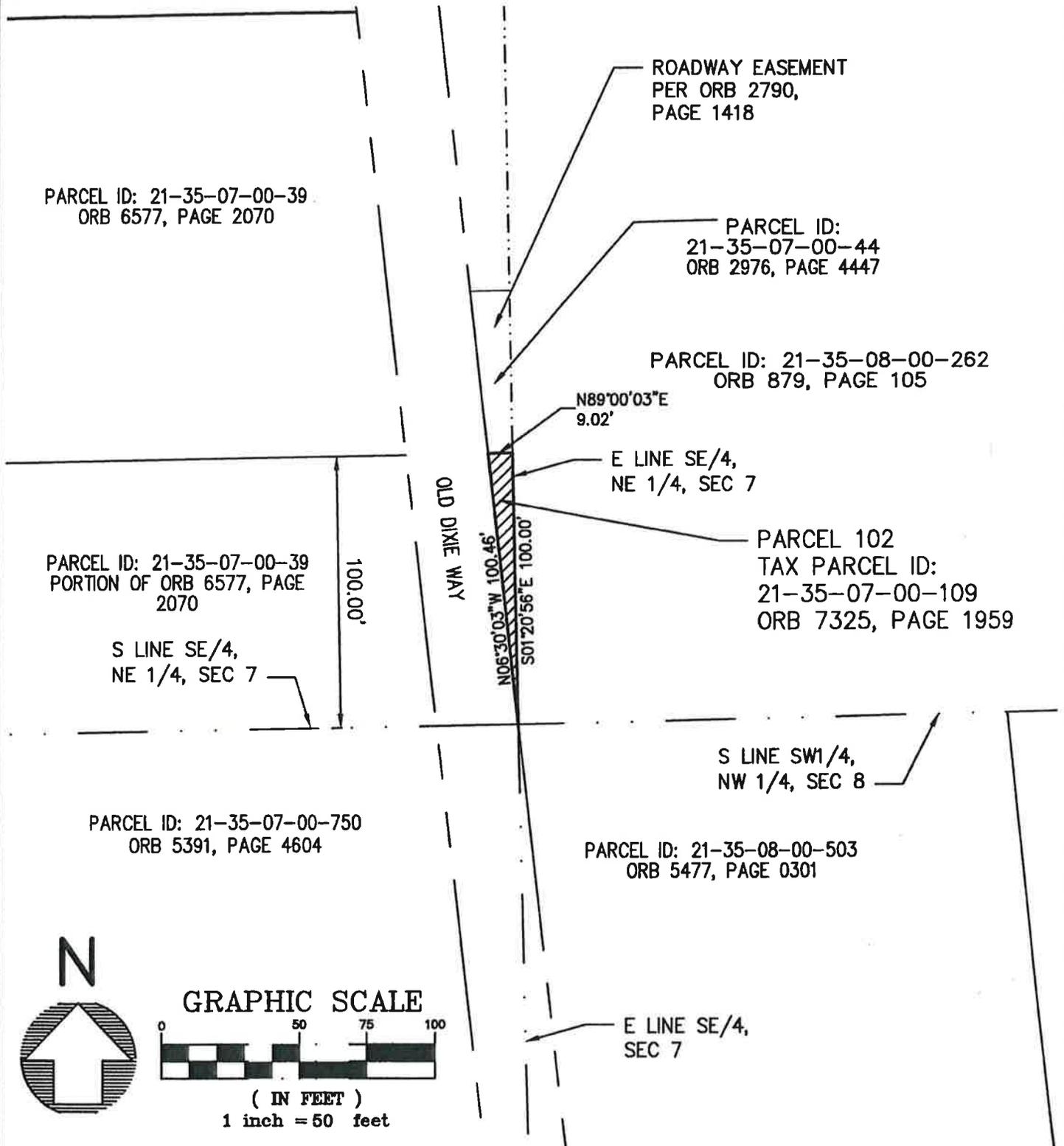
## PARCEL #102

SECTION 08, TOWNSHIP 21 SOUTH, RANGE 35 EAST  
PARENT PARCEL ID#: 21-35-07-00-109  
PURPOSE: DEED REITERATION

# EXHIBIT "C"

SHEET 2 OF 2  
NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY



PREPARED BY: BREVARD COUNTY PUBLIC WORKS  
SURVEYING AND MAPPING DIVISION  
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,  
VIERA, FLORIDA 32940  
PHONE: (321) 633-2080

SCALE: 1"=50'  
PROJECT NO. 17-09-072

SECTION 7  
TOWNSHIP 21 SOUTH  
RANGE 35 EAST



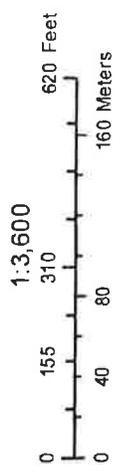
Exhibit B - 25' X  
260' Landscape  
and Buffer  
Easement from  
KIRK to Brevard

Exhibit C - 451 +/-  
sqft area deeded  
from KIRK to  
County

Exhibit A - road and  
drainage right of  
way from Brevard to  
KIRK  
70' x 1,321' +/-

- E
- L
- M
- P

Composite of Exhibits related to the  
KIRK / Brevard Exchange



PUBLIC NOTICE  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

As provided in Chapter 125.37 F.S., notice is hereby given that the Board of County Commissioners will hold a public hearing at 9:00 a.m. on November 21, 2017, at the Brevard County Government Center Board Room, Building C, 2725 Judge Fran Jamieson Way, Viera, Florida.

The purpose of the hearing will be to consider an Exchange Agreement for property between Brevard County and R. C. Kirk and Ethyl May Kirk. The parcels are in close proximity to each other and are located near Old Dixie Highway, South of Brockett Road and North of Kelly Road in Mims.

**Exchange Values.** COUNTY estimates that the average market value for the County property is \$9,200.00 and contains approximately 92,488 square feet. The average market value for the fee interest KIRK property (contains approximately 451 square feet) and the easement interest from KIRK (contains approximately 6,500 square feet) would be \$4,700.00. In the exchange, KIRK is offering \$4,500.00 to equalize the values and grant the easement interest needed by the County.

In accordance with the Americans with Disabilities Act and Section 286.26 of the Florida Statutes, persons needing special accommodations or an interpreter to participate in the proceedings, please notify Dan Jones at 321-690-6847 in the Public Works Department, Land Acquisition Section, no later than 48 hours prior to the meeting.

A copy of the proposed agreement may be obtained by contacting Dan Jones, Land Acquisition Specialist at 321-690-6847.

Persons seeking to preserve a verbatim transcript of the record meeting must make those arrangements at their own expense.

## EXCHANGE AGREEMENT

**THIS AGREEMENT** is made and entered into this 5 day of Dec., 2017, by and between R. C. Kirk and Ethylmay Kirk (KIRK), and the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as COUNTY).

WITNESSETH:

**Section 1. Agreement to Exchange.** KIRK and the COUNTY, in consideration of the mutual covenants and promises set forth in this Agreement and other valuable consideration, hereby agree to exchange with one another parcels of real property, described in this Agreement, on the terms and conditions set forth in this Agreement. The parties recognize this exchange may not proceed without approval of the Board of County Commissioners following notice of the exchange published in a newspaper of general circulation in the county. Nothing in this agreement shall be interpreted to require approval of the transfer absent approval by the Board of County Commissioners in a properly advertised public hearing. Absent such approval, this agreement shall be null and void.

**Section 2. Property to be Transferred to the COUNTY.** KIRK will transfer to the COUNTY an easement interest in that property described as Parcel B and a fee simple interest in Parcel C, attached hereto and made a part hereof, as Exhibits B & C. Parcel B, the Buffer and Landscaping Easement in favor of Brevard County shall provide that the area shall not be altered by Kirk. The County shall be granted the right to install additional landscaping in the easement area.

**Section 3. Property to be Transferred to KIRK.** COUNTY will transfer to KIRK, by County Deed, that property described as Parcel A, attached hereto and made a part hereof, as Exhibit A. The county shall reserve easements in Parcel A and Property to be transferred to Kirk shall be limited in use to access for adjacent property and shall be subject to easement interests reserved in favor of Brevard County, Florida. Brevard County shall retain full rights of ingress and egress across the property, but shall not be required to maintain the ingress and egress area or to construct a road or any other improvements. Brevard County shall reserve a drainage easement across the property transferred to Kirk and, until the property is developed by Kirk, a right to store road construction materials on the property. The property transferred to R.C. Kirk shall also be subject to a reverter of the entire interest to Brevard County in the event there is no development of the property by Kirk for access to adjacent land within 5 years.

**Section 4. Additional Exchange Consideration.** COUNTY shall receive monetary payment of \$4,500 for the property transferred to KIRK along with the real estate interests transferred herein. KIRK shall receive fee simple title to the property as described herein as Parcel A.

**Section 5. Occupancy; Brokers.** The COUNTY represents with respect to Parcel A that there are no occupants in possession of such property except the COUNTY and that there is no brokerage commission or like fee compensation due to any party with respect to the conveyance of the property contemplated herein. KIRK represents with respect to Parcels B & C there are no occupants in possession of such property except KIRK and that there is no brokerage commission or like fee compensation due to any party with respect to the conveyance of the property contemplated herein. Each party shall be entitled to possession of the property to be conveyed to it at the time of closing.

**Section 6. Closing.** Closing shall take place simultaneously with or at the County's discretion, within twenty (20) days of the completion of the published notice and the adoption by the Board of County Commissioners of a Resolution authorizing the Exchange as described in Section 14 described herein below. At the time of closing all documents of transfer and all other closing documents shall be delivered and all expenses of closing shall be paid. Both conveyances (i.e., the conveyance from KIRK to the COUNTY and the conveyance from the COUNTY to KIRK) shall occur simultaneously as an exchange of properties upon the terms and conditions set forth in this Agreement, and each conveyance shall be a condition precedent to the other.

**Section 7. Closing: Costs and Other Expenses.** The cost of performing or obtaining the surveys, any state documentary stamps which are required to be affixed to the deeds, the cost of the title insurance commitments and policies issued pursuant to this Agreement, the cost of recording the deeds, and any other normal and customary closing costs shall be paid by the KIRK. Each party shall pay its own attorney's fees incurred in connection with the negotiation, preparation, execution, and closing of this Agreement.

**Section 8. Evidence of Title/Survey.** KIRK shall deliver to COUNTY evidence of title for Parcels B & C at least ten (10) days prior to closing. Likewise, COUNTY shall deliver evidence of title to KIRK ten (10) days prior to closing. The COUNTY'S evidence of title and KIRK'S evidence of title shall be title insurance commitments in accordance with Standard A of the Standards for Real Estate Transactions in the insured amount of \$ 4,500 each for Parcels B and for Parcel C. Each party shall have five (5) days to review the title commitment applicable to the parcel to be conveyed to it. If either title commitment discloses that title to the applicable property is subject to matters which render title unmarketable to the COUNTY, with respect to the commitment applicable to Parcel B & C and/or KIRK with respect to the commitment to Parcel A, as the case may be, shall notify the other party, in writing, specifying the defect. Such other party shall have one hundred twenty (120) days from the date of receipt of such notice to remove the defect or defects and shall use diligent efforts in connection therewith. If such other party is unsuccessful in rendering the defects within such one hundred twenty (120) day period, the objecting party shall have the right to either (a) accept title as it then is, without any claim for damages, or (b) terminate this Agreement, in which event the COUNTY and KIRK shall be released from any and all further obligations and liabilities hereunder. The KIRK shall also deliver to COUNTY, at least ten (10) days prior to closing, boundary surveys of Parcel C and Parcel B prepared by a registered Florida surveyor. The survey shall be certified to the title insurer, and the issuing agent. The survey for Parcels B & C shall be certified to COUNTY, the Title Insurer, and the Issuing Agent. In the event either survey reveals any material survey defect, the same shall be treated as a title defect in the manner provided herein above.

**Section 9. Conveyance.** The COUNTY'S conveyance to KIRK shall be made by County Deed pursuant to Chapter 125.411, Florida Statutes. KIRK's conveyance to the COUNTY shall be made by warranty deed and permanent easement in the format shown in Exhibits D and E. The County Deed to Kirk shall be in substantially the same form as shown in Exhibit "F" attached hereto subject to reservation of easements herein described in favor of Brevard County and a reverter in the event the property is not used within 5 years for development purposes by KIRK.

**Section 10. Title Subject to.** Each grantee shall take title subject only to:

- a. Comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority;
- b. Taxes for the year of closing and subsequent years.
- c. Agreements and other matters of public record.
- d. With respect to Parcel A, interests shall be conveyed to COUNTY subject to the terms and conditions and will be recorded in Public Records of Brevard County, Florida.

**Section 11. Notices.** Any notice to be delivered to either party under this Agreement or by any statute, decision, or rule of law shall be in writing and may be served personally or sent by registered or certified mail until a different address is furnished in writing addressed as follows:

**KIRK:**  
R. C. Kirk & Ethylmay Kirk  
203 N. Brown Ave.  
Titusville, FL 32796

**COUNTY:**  
Frank Abatte, Interim County Manager  
Brevard County Board of County  
Commissioners  
2725 Judge Fran Jamieson Way, Building C  
Viera, FL 32940

Any such notice shall be deemed given as of the date delivered, if served personally, or as of the date when deposited in any post office box regularly maintained by the United States Postal Service, if mailed.

**Section 12. Default.** If a party fails to perform its obligations, covenants, and warranties under this Agreement, the other party shall be relieved of all obligations under this Agreement and may proceed in law or equity to enforce its legal rights under this Agreement. This Section 16 shall survive closing and County's delivery of the deed for Parcel B.

**Section 13. Standards for Real Estate Transactions.** The standards for real estate transactions attached to this Agreement as Exhibit G, as printed on the reverse side of the form of contract for sale and purchase approved for general use by a majority of the members of the Florida Bar and the Florida Association of Realtors, are hereby made applicable to this transaction, to the extent that the same apply and are not in conflict with the

terms of this Agreement. All references to the seller in the standards shall be construed to mean the respective grantor in a conveyance of real property called for under this Agreement, and all references to the buyer shall be construed to mean the respective grantee of such property. All properties to be conveyed hereunder shall be conveyed free of mortgages or other encumbrances and any security interests in personal property.

**Section 14. Assigns, Choice of Law, Venue, Attorney's Fees, Entire Agreement, Paragraph Headings.**

- A. The terms, conditions, warranties, covenants, and obligations contained in this Agreement shall in every case apply to and be binding on the parties and their respective successors and assigns.
- B. This Agreement shall be interpreted under the laws of the State of Florida and the terms, rights, and remedies provided for under this Agreement, and at law or equity shall be those given under the laws under the State of Florida, or when the laws of the State of Florida are preempted by the laws of the United States, under the laws of the United States of America. The venue of any litigation arising out of this Agreement shall be in Brevard County, Florida. In the event of any litigation arising out of this Agreement, each party shall bear its own attorney's fees and costs.
- C. The section and paragraph headings given throughout this Agreement have been inserted only for convenience in reference and in no way limit, describe, or define the scope of this Agreement or any sections, paragraphs, or provisions thereof.

D. This Agreement contains the entire Agreement of the parties. There are no oral understandings, terms, or conditions and neither party has relied upon any representations, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement. This Agreement cannot be amended, changed, or supplemented orally.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Witness (signature):

By: \_\_\_\_\_  
R. C. Kirk

\_\_\_\_\_  
Witness: (print)

STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME personally appeared R. C. KIRK, personally known to me to be the persons who executed the foregoing Agreement or have produced as identification, and they acknowledged before me that they executed the same for the purposes described therein.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Witness (signature)

By: \_\_\_\_\_  
Ethyl May Kirk

\_\_\_\_\_  
Witness: (print)

STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME personally appeared Ethyl May KIRK, personally known to me to be the persons who executed the foregoing Agreement or have produced as identification, and they acknowledged before me that they executed the same for the purposes described therein.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires \_\_\_\_\_

Attest:

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

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

By:  \_\_\_\_\_

Reviewed for form and legal content:

As Approved by the Board on: 12/5/17

\_\_\_\_\_  
Eden Bentley as Deputy County Attorney

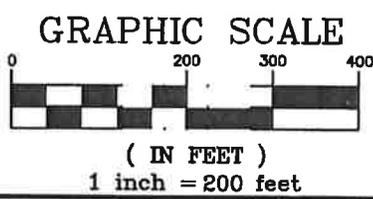
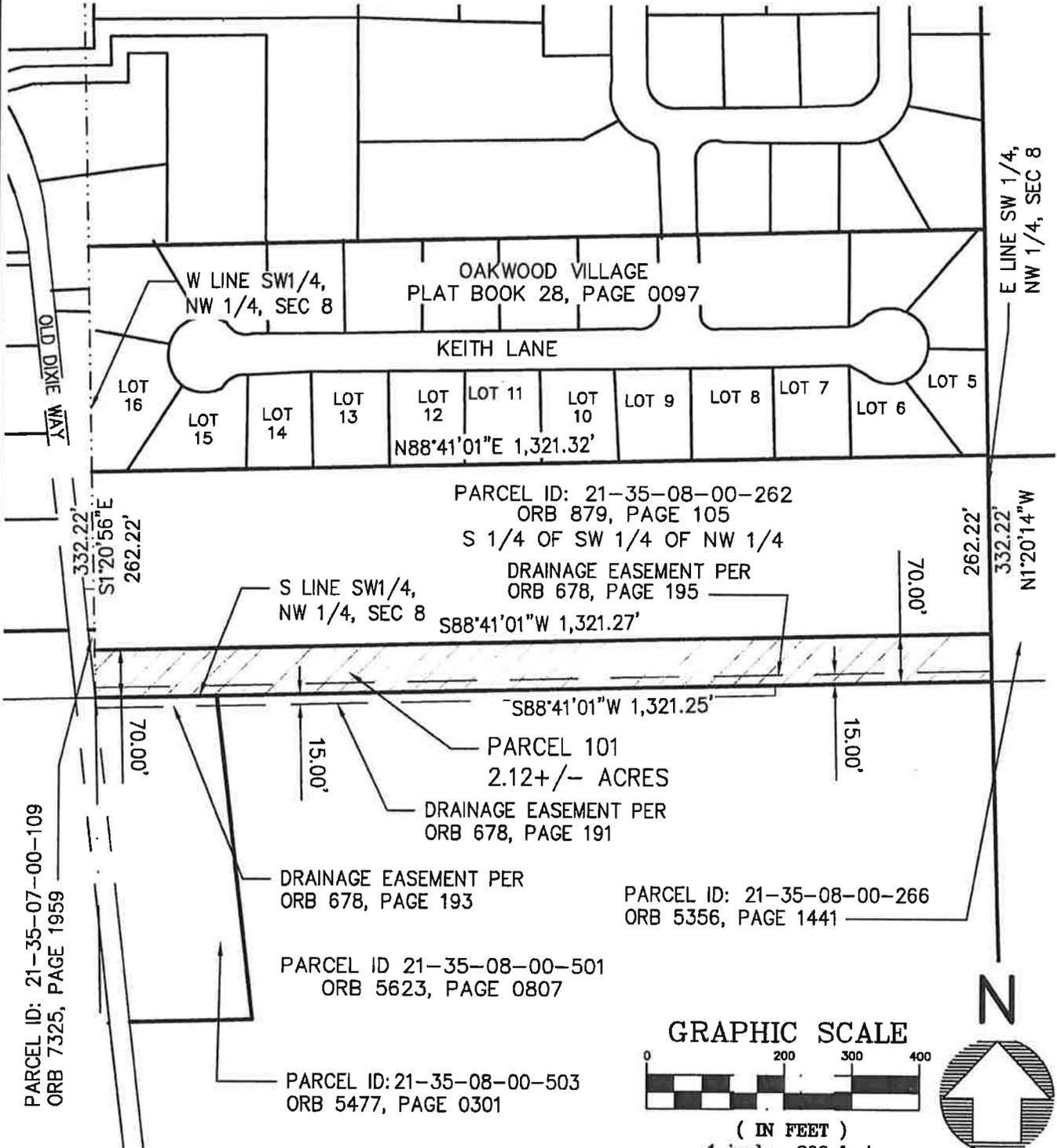
# LEGAL DESCRIPTION

## PARCEL #101

SECTION 08, TOWNSHIP 21 SOUTH, RANGE 35 EAST  
 PARENT PARCEL ID#: 21-35-08-00-262  
 PURPOSE: FEE SIMPLE CONVEYANCE

# EXHIBIT "A"

SHEET 2 OF 2  
 NOT VALID WITHOUT SHEET 1 OF 2  
THIS IS NOT A SURVEY



	PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940 PHONE: (321) 633-2080	SCALE: 1"=200' PROJECT NO. 17-09-072	SECTION 8 TOWNSHIP 21 SOUTH RANGE 35 EAST
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**LEGAL DESCRIPTION**

**EXHIBIT "A"**

**PARCEL #101**

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

SECTION 08, TOWNSHIP 21 SOUTH, RANGE 35 EAST  
PARENT PARCEL ID#: 21-35-08-00-262  
PURPOSE: FEE SIMPLE CONVEYANCE

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 101, FEE SIMPLE CONVEYANCE (BY SURVEYOR)

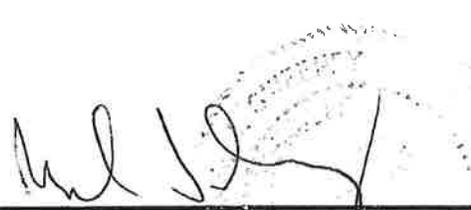
A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 879, PAGE 105 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS THE SOUTH 70.00 FEET OF THE SOUTH ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.  
CONTAINING 2.12 ACRES (92,488 SQUARE FEET) MORE OR LESS.

**SURVEYOR'S NOTES:**

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF OAKWOOD VILLAGE AS PER THE PLAT OF OAKWOOD VILLAGE RECORDED IN PLAT BOOK 28, PAGE 97 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS BEING NORTH 88°41'01"EAST, AN ASSUMED BEARING
3. ONLY RIGHTS OF WAY AND EASEMENTS SHOWN ON APPLICABLE RECORD PLATS ARE INDICATED HEREON. NO OWNERSHIP AND ENCUMBRANCE REPORT OR OTHER INFORMATION WAS FURNISHED TO THE SURVEYOR AND MAPPER.

**ABBREVIATIONS**

AC = ACRES	SEC = SECTION
ID = IDENTIFICATION	T = TOWNSHIP
ORB = OFFICIAL RECORDS BOOK	
PB = PLAT BOOK	
PG = PAGE	
R = RANGE OR RADIUS	
R/W = RIGHT OF WAY	
SQ FT = SQUARE FEET	



PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION  
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VERA, FLORIDA 32940  
PHONE: (321) 633-2080



DRAWN BY: M. SWEENEY	CHECKED BY: M. J. SWEENEY	PROJECT NO. 17-09-072		SECTION 8 TOWNSHIP 21 SOUTH RANGE 35 EAST
		REVISIONS	DATE	
DATE: OCTOBER 16, 2017	SHEET: 1 OF 2			

# LEGAL DESCRIPTION

## PARCEL #801

SECTION 08, TOWNSHIP 21 SOUTH, RANGE 35 EAST  
PARENT PARCEL ID# 21-35-08-00-286  
PURPOSE: BUFFER EASMENT

# EXHIBIT "B"

SHEET 1 OF 2  
NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

### LEGAL DESCRIPTION: PARCEL 801, BUFFER EASEMENT (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5356, PAGE 1441 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS THE WEST 25.00 FEET OF THE SOUTH 330.00 FEET OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA LESS AND EXCEPT THE SOUTH 70.00 FEET OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, CONTAINING 0.15 ACRES (6,500 SQUARE FEET) MORE OR LESS.

### SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF OAKWOOD VILLAGE AS PER THE PLAT OF OAKWOOD VILLAGE RECORDED IN PLAT BOOK 28, PAGE 97 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS BEING NORTH 88°41'01"EAST, AN ASSUMED BEARING
3. REFERENCE MATERIALS: OWNERSHIP AND ENCUMBRANCE REPORT PREPARED BY CRAIG CARLSON, NEW REVELATIONS, INC., FILE NUMBER 17-1567, EFFECTIVE DATE 10/02/2017. NO EASEMENTS AFFECTING PARCEL 801 WERE INCLUDED IN SAID OWNERSHIP AND ENCUMBRANCE REPORT.

### ABBREVIATIONS

AC = ACRES	SEC = SECTION
ID = IDENTIFICATION	T = TOWNSHIP
ORB = OFFICIAL RECORDS BOOK	
PB = PLAT BOOK	
PG = PAGE	
R = RANGE OR RADIUS	
R/W = RIGHT OF WAY	
SQ FT = SQUARE FEET	

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION  
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VERA, FLORIDA 32940  
PHONE: (321) 633-2080



DRAWN BY: M. SWEENEY	CHECKED BY: M. J. SWEENEY	PROJECT NO. 17-09-072		SECTION 8 TOWNSHIP 21 SOUTH RANGE 35 EAST
		REVISIONS	DATE	
DATE: OCTOBER 16, 2017	SHEET: 1 OF 2			

# LEGAL DESCRIPTION

## PARCEL #801

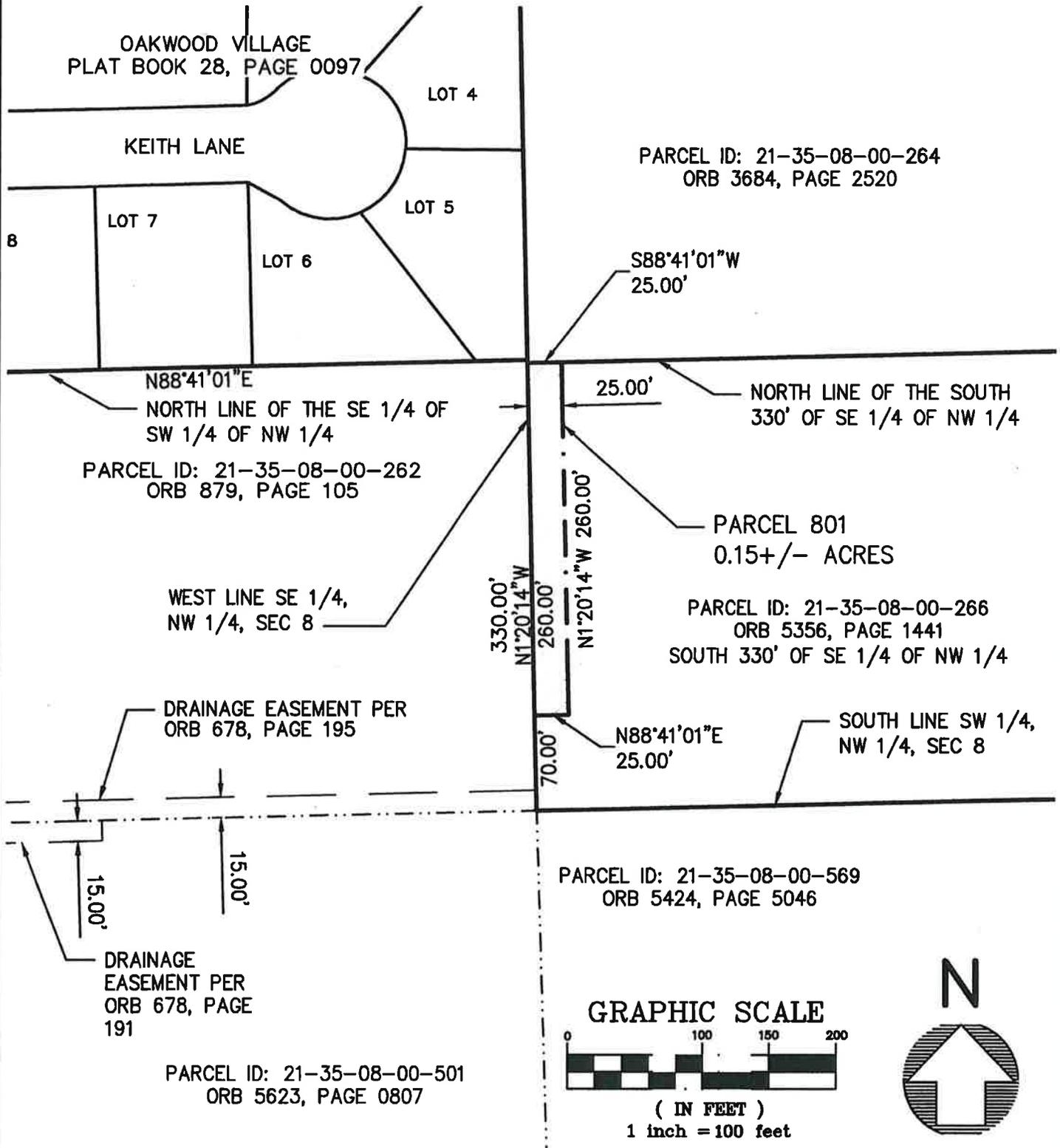
SECTION 08, TOWNSHIP 21 SOUTH, RANGE 35 EAST  
PARENT PARCEL ID#: 21-35-08-00-266  
PURPOSE: BUFFER EASMENT

# EXHIBIT "B"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY



PREPARED BY: BREVARD COUNTY PUBLIC WORKS  
SURVEYING AND MAPPING DIVISION  
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,  
VIERA, FLORIDA 32940  
PHONE: (321) 633-2080

SCALE:  
1"=100'  
PROJECT NO. 17-09-072

SECTION 8  
TOWNSHIP 21 SOUTH  
RANGE 35 EAST

# LEGAL DESCRIPTION

## PARCEL #102

SECTION 07, TOWNSHIP 21 SOUTH, RANGE 35 EAST  
PARENT PARCEL ID# 21-35-07-00-109  
PURPOSE: DEED REITERATION

# EXHIBIT "C"

SHEET 1 OF 2  
NOT VALID WITHOUT SHEET 2 OF 2  
THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 102, REITERATION OF OFFICIAL RECORD BOOK 7325, PAGE 1959, (BY SURVEYOR)

A PARCEL OF LAND BEING ALL OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7325, PAGE 1959 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6577, PAGE 2077 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING LOCATED WITHIN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS THE SOUTH 100.00 FEET OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, LYING EASTERLY OF OLD DIXIE HIGHWAY, CONTAINING 451 SQUARE FEET (0.01 ACRES) MORE OR LESS.

### SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 35 EAST, AS BEING SOUTH 01°20'56"EAST, AN ASSUMED BEARING.
3. ONLY RIGHTS OF WAY AND EASEMENTS SHOWN ON APPLICABLE RECORD PLATS ARE INDICATED HEREON. NO OWNERSHIP AND ENCUMBRANCE REPORT OR OTHER INFORMATION WAS FURNISHED TO THE SURVEYOR AND MAPPER.

### ABBREVIATIONS

AC = ACRES	SEC = SECTION
ID = IDENTIFICATION	T = TOWNSHIP
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R/W = RIGHT OF WAY	
SQ FT = SQUARE FEET	

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION  
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VERA, FLORIDA 32940  
PHONE: (321) 633-2080



DRAWN BY: M. SWEENEY	CHECKED BY: M. J. SWEENEY	PROJECT NO. 17-09-072			SECTION 7 TOWNSHIP 21 SOUTH RANGE 35 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: OCTOBER 30, 2017	SHEET: 1 OF 2				

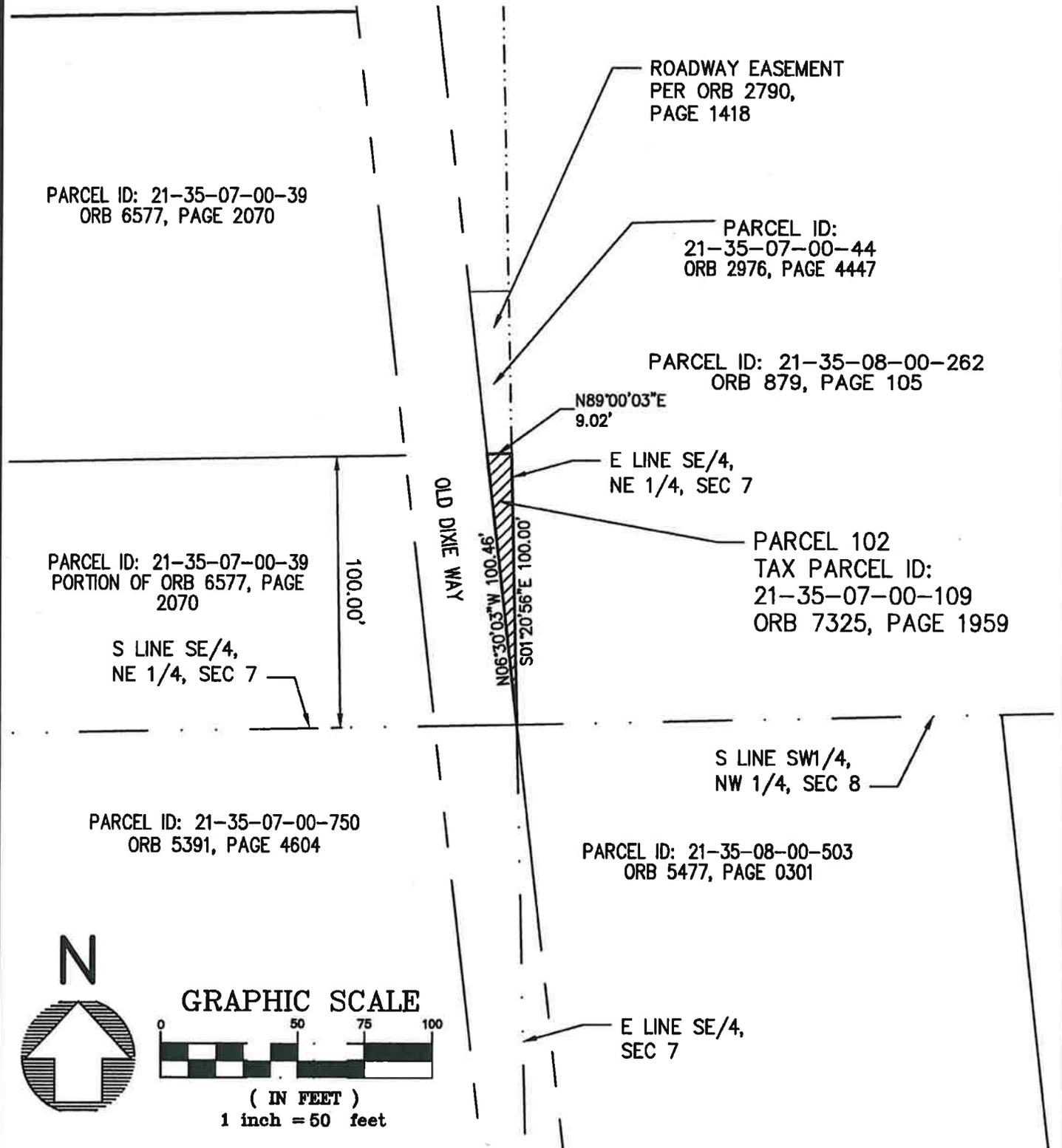
# LEGAL DESCRIPTION

## PARCEL #102

SECTION 08, TOWNSHIP 21 SOUTH, RANGE 35 EAST  
PARENT PARCEL ID#: 21-35-07-00-109  
PURPOSE: DEED REITERATION

# EXHIBIT "C"

SHEET 2 OF 2  
NOT VALID WITHOUT SHEET 1 OF 2  
THIS IS NOT A SURVEY



PREPARED BY: BREVARD COUNTY PUBLIC WORKS  
SURVEYING AND MAPPING DIVISION  
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,  
VIERA, FLORIDA 32940  
PHONE: (321) 633-2080

SCALE:  
1"=50'  
PROJECT NO. 17-09-072

SECTION 7  
TOWNSHIP 21 SOUTH  
RANGE 35 EAST

EXHIBIT "D"

Prepared by: County Attorney's Office  
2725 Judge Fran Jamieson Way  
Viera, Florida 32940

**WARRANTY DEED**

GRANTOR: Robert Clay Kirk, a single man, and Ethtl Kirk, a single woman

GRANTEE: Board of County Commissioners, Brevard County, Florida, a political  
subdivision of the State of Florida

GRANTEE'S MAILING ADDRESS: 2725 Judge Fran Jamieson Way, Viera, Florida 32940

DATE: \_\_\_\_\_, 2017

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Brevard County, State of Florida, viz:  
See Exhibit "A"

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Execution of deed witnessed by:

GRANTORS:

\_\_\_\_\_  
Robert Clay Kirk

\_\_\_\_\_  
(signature)



EXHIBIT "E"

Prepared by:

Office of the County Attorney  
2725 Judge Fran Jamieson Way  
Viera, Florida 32940

**BUFFER AND LANDSCAPE EASEMENT**

GRANTOR: ROBERT CLAY KIRK, a single man, and ETHYLMAY KIRK, a single woman

GRANTEE: BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida

INTEREST: Easement

DATE: \_\_\_\_\_, 2017

For and in consideration of the benefits accruing to Grantor, Grantor does hereby give, grant, bargain and release to COUNTY a permanent easement to enter upon that portion of the lands of the Grantor being described as follows:

See Exhibit "A" attached hereto and incorporated herein

for the purpose of a buffer and landscape easement. Grantor shall not alter the area described in this easement for any purpose and Grantee shall be permitted to install landscaping and irrigation in the easement area,

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WITNESSES:

GRANTORS:

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Robert Clay Kirk

\_\_\_\_\_  
Witness name typed, printed or stamped

Witness signature

Ethylmay Kirk

\_\_\_\_\_  
Witness name typed, printed or stamped

STATE OF FLORIDA     §  
COUNTY OF BREVARD   §

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert Clay Kirk, who is known to me or who produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

(Notary Seal)

Notary Public  
My Commission Expires:

(Notary name printed, stamped or typed)

STATE OF FLORIDA     §  
COUNTY OF BREVARD   §

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Ethylmay Kirk, who is known to me or who produced \_\_\_\_\_ as identification and who did (did not) take an oath.

EXHIBIT "F"

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

COUNTY DEED

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ between BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and ROBERT CLAY KIRK and ETHYLMAY KIRK, 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 with no reservation of mineral or gas rights for the limited use of ingress and egress:

However, the party of the first part reserves an easement over the entire parcel transferred herein for drainage and ingress and egress to the Parcel shown in Exhibit A hereby incorporated by reference. In addition, the party of the first part reserved the right to store road construction materials on the property described at Exhibit A until the party of the second party constructs ingress and egress improvements. The party of the first part shall not be responsible for construction or maintenance of any road improvements on the ingress and egress parcel and access to and from the property at Exhibit "A" shall not be restricted in any manner. The property described in Exhibit "A" shall revert to the party of the first party in the event the party of the second part fails to construct paved road

improvements on the property within 5 years of the date of execution of this deed. At the end of the 5 year period, if no ingress and egress improvements have been constructed by the party of the second part, the property shall revert to the party of the first part. Thereafter, the party of the first part may file a notice of failure to comply with condition and notice of operation of reverter in the public records and title will revert to Brevard County, Florida.

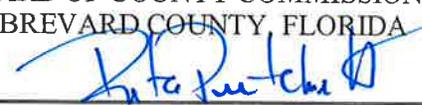
**Property Appraiser's Parcel Identification Number: None**

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

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

By:   
\_\_\_\_\_  
Rita Pritchett - Chair

As approved by the Board on 12/5/17