



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Public Hearing

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H.4.

10/8/2019

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### Subject:

Approval Re: Exchange Agreement and Resolution Between Redfish Ranch LLC and Brevard County, Florida for the Benefit of the Mims Launch Ramp - District 1.

### Fiscal Impact:

FY 2019 - 2020: No impact

FY 2020 - 2021: No impact

### Dept/Office:

Public Works Department / Land Acquisition Section/ Parks & Recreation Department

### Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chair to execute: 1) the Exchange Agreement between Redfish Ranch LLC and Brevard County, Florida; and 2) execute the Resolution related to the County Deed, for exchange of property as required by Section 125.37, F.S.

### Summary Explanation and Background:

The subject property is located in Section 9, Township 21 S, Range 35 East, east of US1, off of Jones Avenue and east of the Florida East Coast Railway in Mims.

Redfish Ranch LLC owns property adjacent to County-owned property in Mims. Redfish Ranch LLC has approached the County to exchange 0.09 acres of County-owned property, designated as Parcel 101, for 0.09 acres of Redfish Ranch LLC property, designated as Parcel 102. Parcel 101 will grant ingress and egress to the remainder of the Redfish Ranch LLC property. Parcel 102 will provide the Mims Launch Ramp with a vehicle turn around area, which will aid in traffic control.

Section 125.37 of the Florida Statutes requires, before any exchange of property shall be affected, a notice, setting forth the terms and conditions of any such exchange of property, shall be first published, once a week for at least two weeks, in a newspaper of general circulation published in the county, before the adaption by the board of county commissioners of a resolution authorizing the exchange of properties. Notice of the exchange was published the week of September 18, 2019, and the week of September 25, 2019, as required.

Land Acquisition Policies and Procedures require approval and acceptance by the Board of County Commissioners for all easements.

### Clerk to the Board Instructions:

Return the original executed Exchange Agreement with Exhibits, and the original executed Resolution with Exhibits to the Public Works Department.

259

~~Registrar #832~~  
Public Hearings H. 4

BOARD OF COUNTY COMMISSIONERS

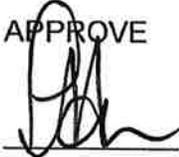
AGENDA: EXCHANGE AGREEMENT AND RESOLUTION BETWEEN BREVARD COUNTY, FLORIDA (PARCEL 101) AND REDFISH RANCH LLC (PARCEL 102) – FOR THE NORTH AREA PARKS AND RECREATION'S MIMS LAUNCH RAMP -DISTRICT 1

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION / PARKS AND RECREATION DEPARTMENT

AGENCY CONTACT: LUCY HAMELERS, LAND ACQUISITION SUPERVISOR

CONTACT PHONE: 321-690-6847 (58336)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Interim Supervisor		_____	9.30.19
COUNTY ATTORNEY Jad Brewer Assistant County Attorney		_____	9/30/19

AGENDA DUE DATE: October 1, 2019 for the October 8, 2019 Board meeting

THANK YOU.



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

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

October 9, 2019

MEMORANDUM

TO: Corrina Gumm, Interim Public Works Director

RE: Item H.4., Approval for Exchange Agreement and Resolution with Redfish Ranch, LLC  
for the Benefit of the Mims Launch Ramp

The Board of County Commissioners, in regular session on October 8, 2019, adopted Resolution No. 19-197, related to the County Deed, for exchange of property as required by Section 125.37, F.S.; and approved and authorized the Chair to execute the Exchange Agreement with Redfish Ranch, LLC. Enclosed is a fully-executed Resolution and a fully-executed Exchange Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/kp

Encl. (2)

cc: Parks and Recreation Department  
Land Acquisition  
Asset Management



BOARD OF COUNTY COMMISSIONERS

Public Works Department  
Land Acquisition Section  
2725 Judge Fran Jamieson Way  
Building A, Room 204  
Viera, Florida 32940

## Inter-Office Memo

TO: Commissioner Kristine Isnardi, Chair 

THRU: Frank Abbate, County Manager 

THRU: John P. Denninghoff, Assistant County Manager 

THRU: Corrina Gumm, Interim Public Works Director 

FROM: Lucy Hamelers, Land Acquisition Supervisor 

SUBJECT: County Deed into Redfish Ranch, LLC

DATE: October 24, 2019

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The Board of County Commissioners, in regular session on **October 8, 2019**, Item H.4. Approval Re: Exchange Agreement and Resolution Between Redfish Ranch, LLC and Brevard County, Florida for the Benefit of the Mims Launch Ramp – District 1, the Board adopted Resolution No. 19-197, related to the County Deed, for exchange of property as required by Section 125.37 F.S. and approved the Chair to execute the Exchange Agreement with Redfish Ranch, LLC. The standard language authorizing the Chair to execute the County Deed was not specifically noted as a requested action in the agenda report. However, by virtue of the resolution approving the exchange, approval and execution of the Exchange Agreement with the proposed County Deed (Exhibit C) specifically referenced as an attachment, and the exhibit designating the Chair as the signatory, the Chair is validly authorized to execute the County Deed.

Attachments: Board Approval Memo  
Exchange Agreement  
Resolution 19-197  
County Deed

Commissioner:  
I checked with  
County Attorney's office  
they concur you can sign.  
Thanks,  
Frank  


## Deborah Thomas

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**From:** Cruz, Debbie <Debbie.Cruz@brevardfl.gov>  
**Sent:** Monday, October 28, 2019 10:06 AM  
**To:** Deborah Thomas  
**Cc:** Tammy Rowe; Hamelers, Lucy  
**Subject:** Redfish Ranch Exchange  
**Attachments:** Redfish Ranch Exchange - County Deed Memo.pdf

Hi Deborah,

Please find attached the memo with a fully executed County Deed for your records.

Thank you for your assistance in getting this completed.

Debbie Cruz  
Special Projects Coordinator I  
Brevard County Public Works Department  
Land Acquisition Section  
321-690-6847

"Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

RESOLUTION NO. 2019- 197

A RESOLUTION PURSUANT TO SECTION 125.37, FLORIDA STATUTES, AUTHORIZING THE EXCHANGE OF COUNTY PROPERTY FOR OTHER REAL PROPERTY; CONDITIONS PRIOR TO TRANSFER; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Brevard County, Florida (COUNTY), owns certain real property described in Exhibit "A" and desires to exchange it for real property described in Exhibit B owned by Redfish Ranch LLC (REDFISH); and

**WHEREAS**, REDFISH, owns certain real property described in Exhibit "B" and desires to exchange it for real property described in Exhibit A owned by the COUNTY; and

**WHEREAS**, the real property owned by the COUNTY is not needed for COUNTY purposes; and

**WHEREAS**, the real property described in Exhibit "B" can be utilized as a vehicle turn around area, which will aid in traffic control for the North Area Parks and Recreation's Mims Launch Ramp, therefore the exchange is in the best interest of the COUNTY; and

**WHEREAS**, an agreement concerning real property between the COUNTY and REDFISH, is contingent upon the exchange of real property interests; and

**Whereas**, notice of this exchange was properly advertised as required by Section 125.37, Florida Statutes.

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

1. The foregoing recitals are incorporated herein and adopted as part of this resolution.
2. The COUNTY hereby agrees to exchange to REDFISH, the real property described in Exhibit "A" County Deed.
3. The COUNTY hereby agrees to accept from REDFISH, the real property described in Exhibit "B" Warranty Deed.

This resolution shall take effect immediately and the County Attorney is directed to prepare the necessary instruments. However, the exchange of real property and any interests therein shall not occur prior to the satisfaction of all conditions and closing pursuant to the Exchange Agreement executed between the parties on 10/8/, 2019.

This Resolution is PASSED AND ADOPTED in Regular Session, this 8 day of Oct, 2019.

ATTEST:

  
\_\_\_\_\_  
Scott Ellis, Clerk to the Board

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA  
  
\_\_\_\_\_  
Kristine Isnardi, Chair

LEGAL DESCRIPTION

PARCEL #101

PARENT PARCEL ID# 21-35-09-00-00509.0-0000.00

PURPOSE: FEE SIMPLE CONVEYANCE

EXHIBIT "A"

SHEET 1 OF 2

NOT A SURVEY

NOT VALID WITHOUT SHEET 2 OF 2

LEGAL DESCRIPTION: PARCEL #101 (PREPARED BY SURVEYOR)

A parcel of land lying in Section 9, Township 21 South, Range 35 East, Brevard County, Florida, being a portion of those lands described in Official Records Book 2709, Page 2408 of the Public Records of Brevard County, Florida and being more particularly described as follows:

Begin at a 5/8 inch rebar at the intersection of the North right-of-way line of Jones Avenue, a 50 foot wide public right-of-way as presently occupied, with the Easterly right-of-way line of the Florida East Coast Railway, a 60 foot wide right-of-way; thence N 03°41'18" W along said Easterly right-of-way line 160.39 feet to the intersection with the South line of lands described in Deed Book ZZ, Page 402 and the North line of lands described in Official Records Book 2709, Page 2408, of said Public Records; thence S 89°50'11" E along said South line a distance of 25.06 feet; thence S 03°41'18" E parallel to and 25 feet Easterly of, by perpendicular measure, the aforesaid Easterly right-of-way line of the Florida East Coast Railway, a distance of 160.43 feet to the intersection with the said North right-of-way line of Jones Avenue and the South line of lands described in Official Records Book 2709, Page 2408; thence N 89°45'00" W along said North right-of-way line of Jones Avenue and the South line of lands described in Official Records Book 2709, Page 2408, a distance of 25.06 feet to the Point of Beginning. Containing 4,010 square feet (0.09 acres) more or less.

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7061, PAGE 922, BEING AN ASSUMED BEARING OF N03°36'00"W AS PER SURVEY JOB NO. 34743 BY HOLLEY AND ASSOCIATES, INC. LB NO. 4595, DATED MARCH 31, 2014 (SEE SKETCH)
2. THIS SKETCH AND DESCRIPTION CONTAINS TWO SHEETS. EACH SHEET IS NOT FULL OR COMPLETE WITHOUT THE OTHER.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER WHICH CAN BE FOUND ON SHEET 1 OF 2.
4. THE SURVEYOR WAS FURNISHED FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT, ORDER No. 7492178, DATED 3/1/19. THE SURVEYOR HAS REVIEWED THIS DOCUMENT AND HAS FOUND THERE TO BE NO PLOTTABLE ITEMS AFFECTING THE SUBJECT PARCEL.
5. MONUMENTS SHOWN HEREON WERE REFLECTED ON OUR SURVEY JOB NUMBER 39114, DATED 7/16/19.

LEGEND:

- BRG = BEARING
- C/L = CENTERLINE
- COR = CORNER
- DB = DEED BOOK
- ESMT = EASEMENT
- FP&L = FLORIDA POWER & LIGHT COMPANY
- ID = IDENTIFICATION
- IRF = IRON ROD FOUND
- ORB = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- REF = REFERENCE
- R/W = RIGHT OF WAY

PREPARED FOR AND CERTIFIED TO:

REDFISH RANCH, LLC



JOEL A. SEYMOUR, LS 6133  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: **Kane Surveying, Inc.**  
FLORIDA LICENSED BUSINESS No. LB 7838  
505 DISTRIBUTION DRIVE  
MELBOURNE, FLORIDA 32904  
(321) 878-0427 FAX (321) 984-1448

DRAWN BY: JAS	PROJECT NO. 39114	DESCRIPTION	DATE: 5/1/17	REVISIONS:	SECTION 9 TOWNSHIP 21 SOUTH RANGE 35 EAST
			DATE: 7/29/19	COMMENTS	
DATE: 9/26/19	DRAWING: 9-21-35/1_E_ESMT		DATE: 9/26/19	COMMENTS	

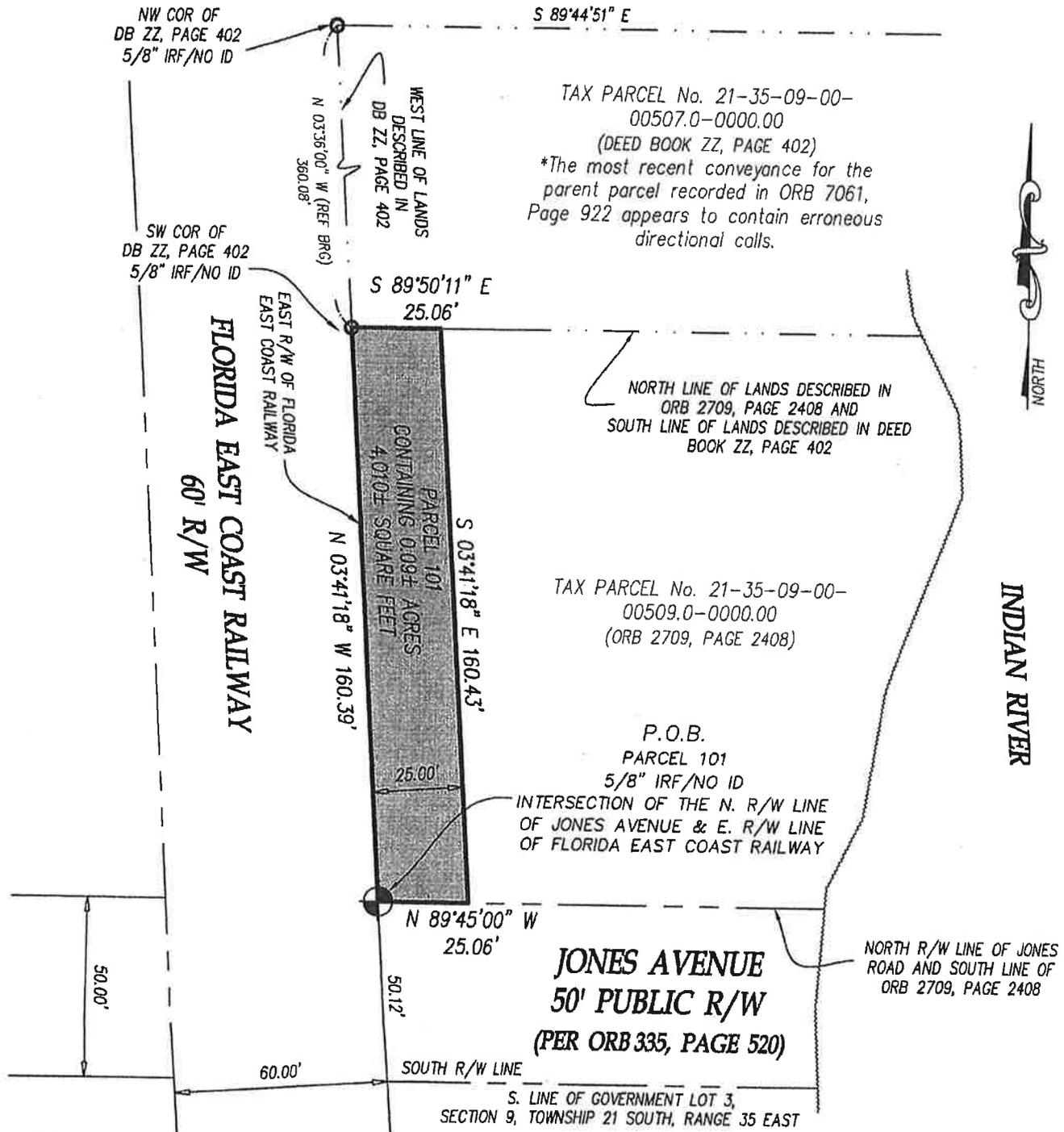
SKETCH OF DESCRIPTION

PARCEL #101

PARENT PARCEL ID# 21-35-09-00-00507.0-0000.00  
 PURPOSE: FEE SIMPLE CONVEYANCE

EXHIBIT "A"  
 SHEET 2 OF 2  
 NOT A SURVEY

NOT VALID WITHOUT SHEET 1 OF 2



TAX PARCEL No. 21-35-09-00-00507.0-0000.00 (DEED BOOK ZZ, PAGE 402)  
 \*The most recent conveyance for the parent parcel recorded in ORB 7061, Page 922 appears to contain erroneous directional calls.

TAX PARCEL No. 21-35-09-00-00509.0-0000.00 (ORB 2709, PAGE 2408)

P.O.B. PARCEL 101 5/8" IRF/NO ID  
 INTERSECTION OF THE N. R/W LINE OF JONES AVENUE & E. R/W LINE OF FLORIDA EAST COAST RAILWAY

NORTH R/W LINE OF JONES ROAD AND SOUTH LINE OF ORB 2709, PAGE 2408

S. LINE OF GOVERNMENT LOT 3, SECTION 9, TOWNSHIP 21 SOUTH, RANGE 35 EAST

PREPARED BY: **Kane Surveying, Inc.**  
 FLORIDA LICENSED BUSINESS No. LB 7838  
 505 DISTRIBUTION DRIVE  
 MELBOURNE, FLORIDA 32904  
 (321) 876-0427 FAX (321) 984-1448

SCALE: 1 INCH = 40 FEET  
 PROJECT NO. 39114

SECTION 9  
 TOWNSHIP 21 SOUTH  
 RANGE 35 EAST

**LEGAL DESCRIPTION**

**PARCEL #102**

**EXHIBIT "B"**  
**SHEET 1 OF 2**  
**NOT A SURVEY**

PARENT PARCEL ID# 21-35-09-00-00507.0-0000.00

PURPOSE: FEE SIMPLE CONVEYANCE

NOT VALID WITHOUT SHEET 2 OF 2

**LEGAL DESCRIPTION: PARCEL #102 (PREPARED BY SURVEYOR)**

A parcel of land lying in Section 9, Township 21 South, Range 35 East, Brevard County, Florida, being a portion of those lands described in Deed Book ZZ, Page 402 of the Public Records of Brevard County, Florida and being more particularly described as follows:

Commence at a 5/8 inch rebar at the intersection of the North right-of-way line of Jones Avenue, a 50 foot wide public right-of-way as presently occupied, with the Easterly right-of-way line of the Florida East Coast Railway, a 60 foot wide right-of-way; thence N 03°41'18" W along said Easterly right-of-way line 160.39 feet to the intersection with the South line of lands described in said Deed Book ZZ, Page 402 and the North line of lands described in Official Records Book 2709, Page 2408; thence S 89°50'11" E a South line of lands described in said Deed Book ZZ, Page 402 and the North line of lands described in Official Records Book 2709, Page 2408, a distance of 25.06 feet to the Point of Beginning of the herein described parcel; N 45°09'49" E 55.38 feet; thence S 89°50'11" E 69.96 feet to a point that is 5 feet westerly of, by perpendicular measure, the Ordinary High Water Line of the Indian River; thence for the next six courses run southeasterly along a line that is 5 feet westerly of and parallel to the said Ordinary High Water Line of the Indian River; S 24°52'35" E 6.88 feet; thence S 34°54'46" E 10.01 feet; thence S 80°12'19" E 6.06 feet; thence S 23°51'14" E 7.52 feet; thence S 09°20'31" E 13.17 feet; thence S 24°24'53" E 4.26 feet to the intersection with the said South line of lands described in said Deed Book ZZ, Page 402 and the North line of lands described in Official Records Book 2709, Page 2408; thence N 89°50'11" W along said South line of lands described in said Deed Book ZZ, Page 402 and the North line of lands described in Official Records Book 2709, Page 2408, a distance of 130.75 feet to the Point of Beginning. Containing 4,010 square feet (0.09 acres) more or less.

**SURVEYOR'S NOTES:**

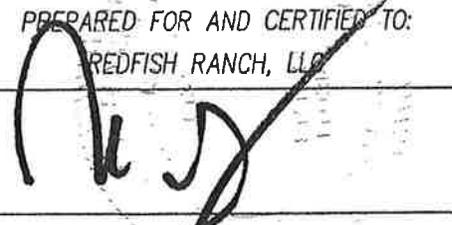
1. BEARINGS BASED ON THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7061, PAGE 922, BEING AN ASSUMED BEARING OF N03°36'00"W AS PER SURVEY JOB NO. 34743 BY HOLLEY AND ASSOCIATES, INC, LB NO. 4595, DATED MARCH 31, 2014 (SEE SKETCH)
2. THIS SKETCH AND DESCRIPTION CONTAINS TWO SHEETS. EACH SHEET IS NOT FULL OR COMPLETE WITHOUT THE OTHER.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER WHICH CAN BE FOUND ON SHEET 1 OF 2.
4. THE SURVEYOR WAS FURNISHED OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT, FILE No. 19070593 LLC, DATED 6/26/19. THE SURVEYOR HAS REVIEWED THIS DOCUMENT AND HAS FOUND THERE TO BE NO PLOTTABLE ITEMS AFFECTING THE SUBJECT PARCEL.
5. MONUMENTS SHOWN HEREON WERE REFLECTED ON OUR SURVEY JOB NUMBER 39114, DATED 7/16/19.

**LEGEND:**

- BRG = BEARING
- C/L = CENTERLINE
- COR = CORNER
- DB = DEED BOOK
- ESMT = EASEMENT
- FP&L = FLORIDA POWER & LIGHT COMPANY
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- P.B. = PLAT BOOK
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- REF = REFERENCE
- R/W = RIGHT OF WAY

PREPARED FOR AND CERTIFIED TO:

REDFISH RANCH, LLC



JOEL A. SEYMOUR, LS 6133  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: **Kane Surveying, Inc.**

FLORIDA LICENSED BUSINESS No. LB 7838  
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MELBOURNE, FLORIDA 32904  
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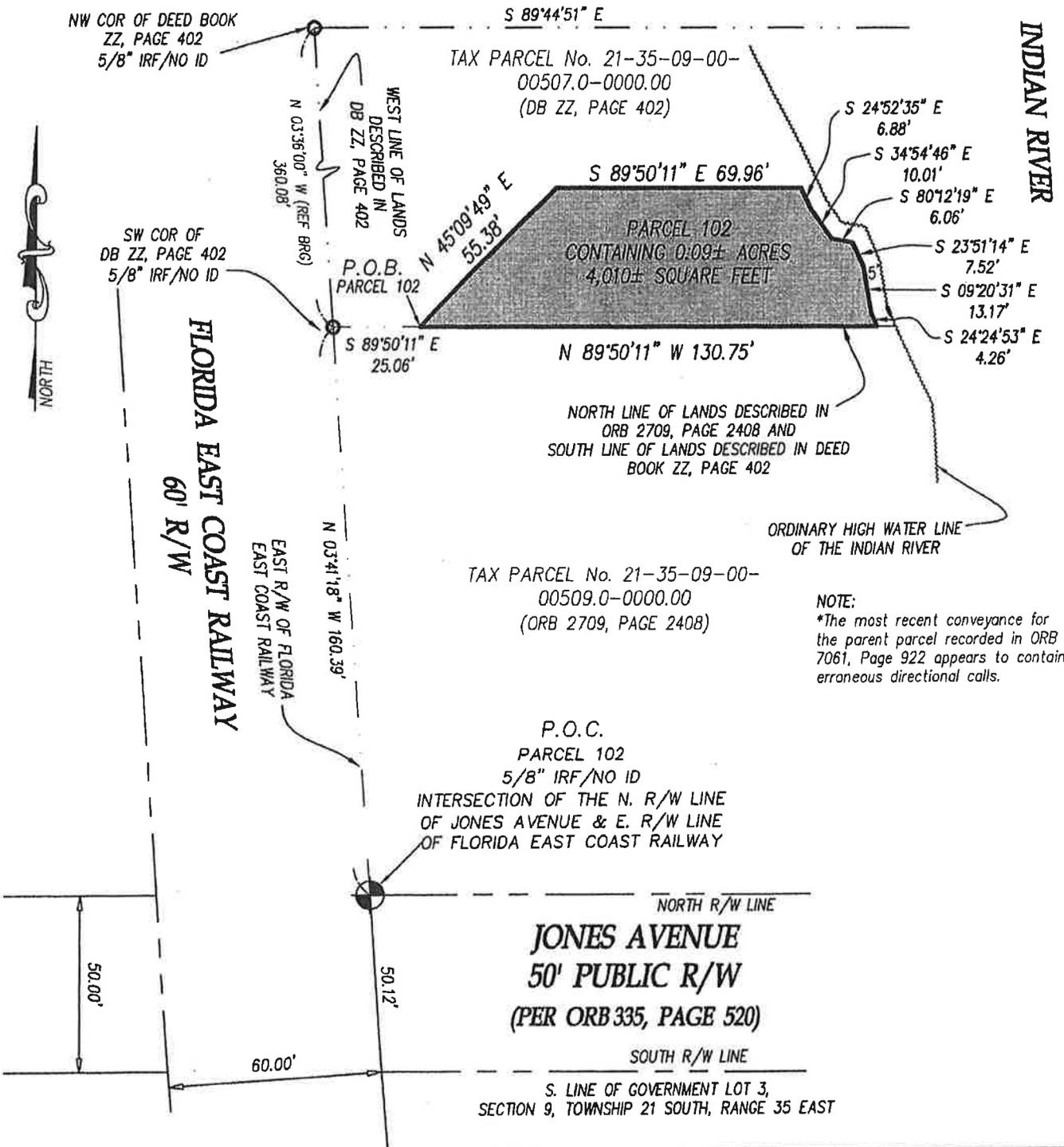
DRAWN BY: JAS	PROJECT NO. 39114	DESCRIPTION	DATE: 2/15/19	REVISIONS:	SECTION 9 TOWNSHIP 21 SOUTH RANGE 35 EAST
			DATE: 7/29/19	COMMENTS	
DATE: 9/26/19	DRAWING: 9-21-35/1_E_ESMT		DATE: 9/26/19	COMMENTS	

**SKETCH OF DESCRIPTION  
PARCEL #102**

**EXHIBIT "B"  
SHEET 2 OF 2  
NOT A SURVEY**

PARENT PARCEL ID# 21-35-09-00-00507.0-0000.00  
PURPOSE: FEE SIMPLE CONVEYANCE

NOT VALID WITHOUT SHEET 1 OF 2



NOTE:  
\*The most recent conveyance for the parent parcel recorded in ORB 7061, Page 922 appears to contain erroneous directional calls.

PREPARED BY:

**Kane Surveying, Inc.**

FLORIDA LICENSED BUSINESS No. LB 7838  
505 DISTRIBUTION DRIVE  
MELBOURNE, FLORIDA 32904  
(321) 878-0427 FAX (321) 884-1448

SCALE: 1 INCH = 40 FEET

PROJECT NO. 39114

SECTION 9  
TOWNSHIP 21 SOUTH  
RANGE 35 EAST

## EXCHANGE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between REDFISH RANCH LLC, a Florida Limited Liability Company, (hereinafter referred to as REDFISH) and BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as COUNTY).

### WITNESSETH:

**Section 1. Agreement to Exchange.** REDFISH, 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 acknowledge that the exchange is conditioned on compliance with the notice and adoption by resolution requirements of section 125.37 Florida Statutes. The parties recognize this exchange may not proceed without approval by 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.** REDFISH will transfer to the COUNTY that property described as Parcel 102, attached Exhibit B.

**Section 3. Property to be Transferred to REDFISH.** The COUNTY will transfer to REDFISH that property described as Parcel 101, attached Exhibit A.

**Section 4. Occupancy; Brokers.** The COUNTY represents with respect to Parcel 101 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. REDFISH represents with respect to Parcel 102 that there are no occupants in possession of such property except REDFISH 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 transfer and Board acceptance.

**Section 5. Title.** REDFISH, at REDFISH'S expense, shall provide an Owner's Title Insurance Policy to the COUNTY in the amount of \$1,000.00 for Parcel 102 as follows:

A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to COUNTY, upon recording of the deed to COUNTY, an owner's policy of title insurance in the amount of \$1,000.00 insuring COUNTY'S title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Agreement and those

which shall be discharged by REDFISH at or before closing. REDFISH shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Agreement. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. COUNTY shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, COUNTY shall within 3 days thereafter, to notify REDFISH in writing specifying defect(s). If the defect(s) render title unmarketable, REDFISH will have 30 days from receipt of notice to remove the defects, failing which COUNTY shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to REDFISH either: (1) extending the time for a reasonable period not to exceed 120 days within which REDFISH shall use diligent effort to remove the defects; or (2) requesting a refund of deposits paid which shall immediately be returned to COUNTY. If COUNTY fails to so notify REDFISH, COUNTY shall be deemed to have accepted the title as it then is, REDFISH shall, if title is found unmarketable, use diligent effort to correct defect(s) in the title within the time provided therefor. If REDFISH is unable to remove the defects within the times allowed therefor, COUNTY shall either waive the defects or decline to proceed to closing, thereby releasing COUNTY and REDFISH from all further obligations under this Agreement.

**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. 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 REDFISH to the COUNTY and the conveyance from the COUNTY to REDFISH) 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 REDFISH. Each party shall pay its own attorney's fees incurred in connection with the negotiation, preparation, execution, and closing of this Agreement.

**Section 8. Conveyance.** The COUNTY'S conveyance to REDFISH shall be made by County Deed pursuant to Chapter 125.411, Florida Statutes, as attached as Exhibit C in this Agreement. The REDFISH conveyance to the COUNTY shall be made by Warranty Deed, as attached as Exhibit D in this Agreement.

**Section 9. 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. Recorded agreements and other matters of public record.

**Section 10. 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:

**REDFISH RANCH LLC**

Robert Pozgar  
4309 Brynwood Drive  
Naples, FL 34119

**BREVARD COUNTY:**

The County Attorney  
Brevard County Board of County Commissioners  
2725 Judge Fran Jamieson Way, Building C  
Viera, FL 32940

With copy to:

Jonathan Heuls  
Lowndes, Drosdick, Doster,  
Kantor & Reed, P.A.  
215 N. Lake Eola Drive  
Orlando, FL 32801

Any such notice, if necessary, 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 11. 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.

**Section 12. Security Interests.** All properties to be conveyed hereunder shall be conveyed free of mortgages or other encumbrances, except those of matters of record, and any security interests in personal property.

**Section 13. Assigns, Choice of Law, Venue, Attorney's Fees, Entire Agreement, Paragraph Headings.**

A. The terms, conditions, warranties, covenant, 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 and any trial shall be non-jury. 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 30 day of September 2019.

REDFISH RANCH, LLC, a Florida Limited Liability Company

Witnesses:

BY:

Margaret Sutphin  
MARGARET SUTPHIN

Printed Name

BY:

Will Weber  
Will Weber

Printed Name

BY:

Robert E. Pozgar  
Robert E. Pozgar

Attest:

BY:

Scott Ellis, Clerk

Board of County Commissioners of Brevard County, Florida

Kristine Isnardi, Chair

Date: 10/8/19

Approved by the Board on: 10/8/19

Approved as to legal form and content:

BY:

Assistant County Attorney

**LEGAL DESCRIPTION**  
**PARCEL #101**

PARENT PARCEL ID# 21-35-09-00-00509.0-0000.00  
 PURPOSE: FEE SIMPLE CONVEYANCE

**EXHIBIT "A"**  
**SHEET 1 OF 2**  
**NOT A SURVEY**

NOT VALID WITHOUT SHEET 2 OF 2

**LEGAL DESCRIPTION: PARCEL #101 (PREPARED BY SURVEYOR)**

A parcel of land lying in Section 9, Township 21 South, Range 35 East, Brevard County, Florida, being a portion of those lands described in Official Records Book 2709, Page 2408 of the Public Records of Brevard County, Florida and being more particularly described as follows:  
 Begin at a 5/8 inch rebar at the intersection of the North right-of-way line of Jones Avenue, a 50 foot wide public right-of-way as presently occupied, with the Easterly right-of-way line of the Florida East Coast Railway, a 60 foot wide right-of-way; thence N 03°41'18" W along said Easterly right-of-way line 160.39 feet to the intersection with the South line of lands described in Deed Book ZZ, Page 402 and the North line of lands described in Official Records Book 2709, Page 2408, of said Public Records; thence S 89°50'11" E along said South line a distance of 25.06 feet; thence S 03°41'18" E parallel to and 25 feet Easterly of, by perpendicular measure, the aforesaid Easterly right-of-way line of the Florida East Coast Railway, a distance of 160.43 feet to the intersection with the said North right-of-way line of Jones Avenue and the South line of lands described in Official Records Book 2709, Page 2408; thence N 89°45'00" W along said North right-of-way line of Jones Avenue and the South line of lands described in Official Records Book 2709, Page 2408, a distance of 25.06 feet to the Point of Beginning. Containing 4,010 square feet (0.09 acres) more or less.

**SURVEYOR'S NOTES:**

1. BEARINGS BASED ON THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7061, PAGE 922, BEING AN ASSUMED BEARING OF N03°38'00"W AS PER SURVEY JOB NO. 34743 BY HOLLEY AND ASSOCIATES, INC, LB NO. 4595, DATED MARCH 31, 2014 (SEE SKETCH)
2. THIS SKETCH AND DESCRIPTION CONTAINS TWO SHEETS, EACH SHEET IS NOT FULL OR COMPLETE WITHOUT THE OTHER.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER WHICH CAN BE FOUND ON SHEET 1 OF 2.
4. THE SURVEYOR WAS FURNISHED FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT, ORDER No. 7492178, DATED 3/1/19. THE SURVEYOR HAS REVIEWED THIS DOCUMENT AND HAS FOUND THERE TO BE NO PLOTTABLE ITEMS AFFECTING THE SUBJECT PARCEL.
5. MONUMENTS SHOWN HEREON WERE REFLECTED ON OUR SURVEY JOB NUMBER 39114, DATED 7/16/19.

**LEGEND:**

- BRG = BEARING
- C/L = CENTERLINE
- COR = CORNER
- DB = DEED BOOK
- ESMT = EASEMENT
- FP&L = FLORIDA POWER & LIGHT COMPANY
- ID = IDENTIFICATION
- IRF = IRON ROD FOUND
- ORB = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- REF = REFERENCE
- R/W = RIGHT OF WAY

PREPARED FOR AND CERTIFIED TO:  
 REDFISH RANCH, LLC



JOEL A. SEYMOUR, LS 6133  
 PROFESSIONAL SURVEYOR & MAPPER  
 NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: **Kane Surveying, Inc.**  
 FLORIDA LICENSED BUSINESS No. LB 7639  
 808 DISTRIBUTION DRIVE  
 MELBOURNE, FLORIDA 32904  
 (321) 876-0427 FAX (321) 884-1448

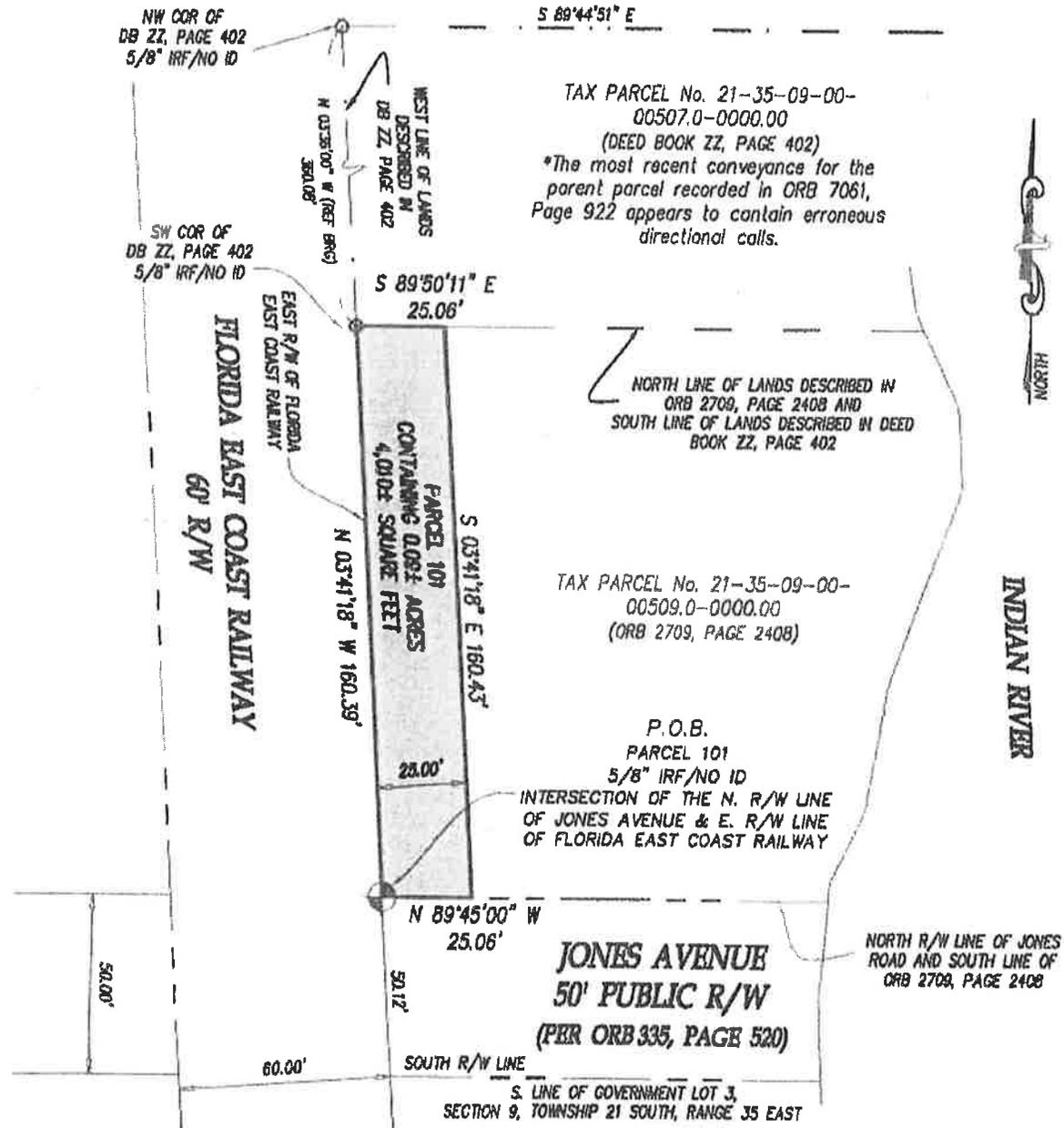
DRAWN BY: JAS	PROJECT NO. 39114	DESCRIPTION	DATE: 5/1/17	REVISIONS:	SECTION 9 TOWNSHIP 21 SOUTH RANGE 35 EAST
			DATE: 7/29/19	COMMENTS	
DATE: 9/26/19	DRAWING: 9-21-35/1_E_ESMT		DATE: 9/26/19	COMMENTS	

**SKETCH OF DESCRIPTION  
PARCEL #101**

PARENT PARCEL ID# 21-35-09-00-00507.0-0000.00  
PURPOSE: FEE SIMPLE CONVEYANCE

**EXHIBIT "A"  
SHEET 2 OF 2  
NOT A SURVEY**

NOT VALID WITHOUT SHEET 1 OF 2



PREPARED BY:  
**Kane Surveying, Inc.**  
FLORIDA LICENSED BUSINESS No. LB 7838  
808 DISTRIBUTION DRIVE  
MELBOURNE, FLORIDA 32904  
(321) 678-0427 FAX (321) 664-1448

SCALE: 1 INCH = 40 FEET  
PROJECT NO. 39114

SECTION 9  
TOWNSHIP 21 SOUTH  
RANGE 35 EAST

**LEGAL DESCRIPTION**

**PARCEL #102**

**EXHIBIT "B"**  
**SHEET 1 OF 2**  
**NOT A SURVEY**

PARENT PARCEL ID# 21-35-09-00-00507.0-0000.00

PURPOSE: FEE SIMPLE CONVEYANCE

NOT VALID WITHOUT SHEET 2 OF 2

**LEGAL DESCRIPTION: PARCEL #102 (PREPARED BY SURVEYOR)**

A parcel of land lying in Section 9, Township 21 South, Range 35 East, Brevard County, Florida, being a portion of those lands described in Deed Book ZZ, Page 402 of the Public Records of Brevard County, Florida and being more particularly described as follows:

Commence at a 5/8 inch rebar at the intersection of the North right-of-way line of Jones Avenue, a 50 foot wide public right-of-way as presently occupied, with the Easterly right-of-way line of the Florida East Coast Railway, a 60 foot wide right-of-way; thence N 03°41'18" W along said Easterly right-of-way line 160.39 feet to the intersection with the South line of lands described in said Deed Book ZZ, Page 402 and the North line of lands described in Official Records Book 2709, Page 2408; thence S 89°50'11" E a South line of lands described in said Deed Book ZZ, Page 402 and the North line of lands described in Official Records Book 2709, Page 2408, a distance of 25.06 feet to the Point of Beginning of the herein described parcel; N 45°09'49" E 55.38 feet; thence S 89°50'11" E 69.96 feet to a point that is 5 feet westerly of, by perpendicular measure, the Ordinary High Water Line of the Indian River; thence for the next six courses run southeasterly along a line that is 5 feet westerly of and parallel to the said Ordinary High Water Line of the Indian River; S 24°52'35" E 6.88 feet; thence S 34°54'46" E 10.01 feet; thence S 80°12'19" E 6.06 feet; thence S 23°51'14" E 7.52 feet; thence S 09°20'31" E 13.17 feet; thence S 24°24'53" E 4.26 feet to the intersection with the said South line of lands described in said Deed Book ZZ, Page 402 and the North line of lands described in Official Records Book 2709, Page 2408; thence N 89°50'11" W along said South line of lands described in said Deed Book ZZ, Page 402 and the North line of lands described in Official Records Book 2709, Page 2408, a distance of 130.75 feet to the Point of Beginning. Containing 4,010 square feet (0.09 acres) more or less.

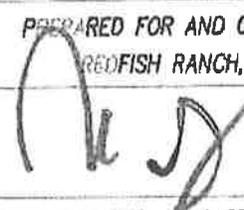
**SURVEYOR'S NOTES:**

1. BEARINGS BASED ON THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7061, PAGE 922, BEING AN ASSUMED BEARING OF N03°36'00"W AS PER SURVEY JOB NO. 34743 BY HOLLEY AND ASSOCIATES, INC, LB NO. 4593, DATED MARCH 31, 2014 (SEE SKETCH)
2. THIS SKETCH AND DESCRIPTION CONTAINS TWO SHEETS. EACH SHEET IS NOT FULL OR COMPLETE WITHOUT THE OTHER.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER WHICH CAN BE FOUND ON SHEET 1 OF 2.
4. THE SURVEYOR WAS FURNISHED OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT, FILE No. 19070593 LLC, DATED 8/26/19. THE SURVEYOR HAS REVIEWED THIS DOCUMENT AND HAS FOUND THERE TO BE NO PLOTTABLE ITEMS AFFECTING THE SUBJECT PARCEL.
5. MONUMENTS SHOWN HEREON WERE REFLECTED ON OUR SURVEY JOB NUMBER 39114, DATED 7/18/19.

**LEGEND:**

- BRG = BEARING
- C/L = CENTERLINE
- COR = CORNER
- DB = DEED BOOK
- ESMT = EASEMENT
- FP&L = FLORIDA POWER & LIGHT COMPANY
- ID = IDENTIFICATION
- IRF = IRON ROD FOUND
- ORB = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- REF = REFERENCE
- R/W = RIGHT OF WAY

PREPARED FOR AND CERTIFIED TO:  
 REDFISH RANCH, L.P.



JOEL A. SEYMOUR, LS 6133  
 PROFESSIONAL SURVEYOR & MAPPER  
 NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: **Kane Surveying, Inc.**  
 FLORIDA LICENSED BUSINESS No. LB 7638  
 605 DISTRIBUTION DRIVE  
 MELBOURNE, FLORIDA 32904  
 (321) 678-0427 FAX (321) 804-1448

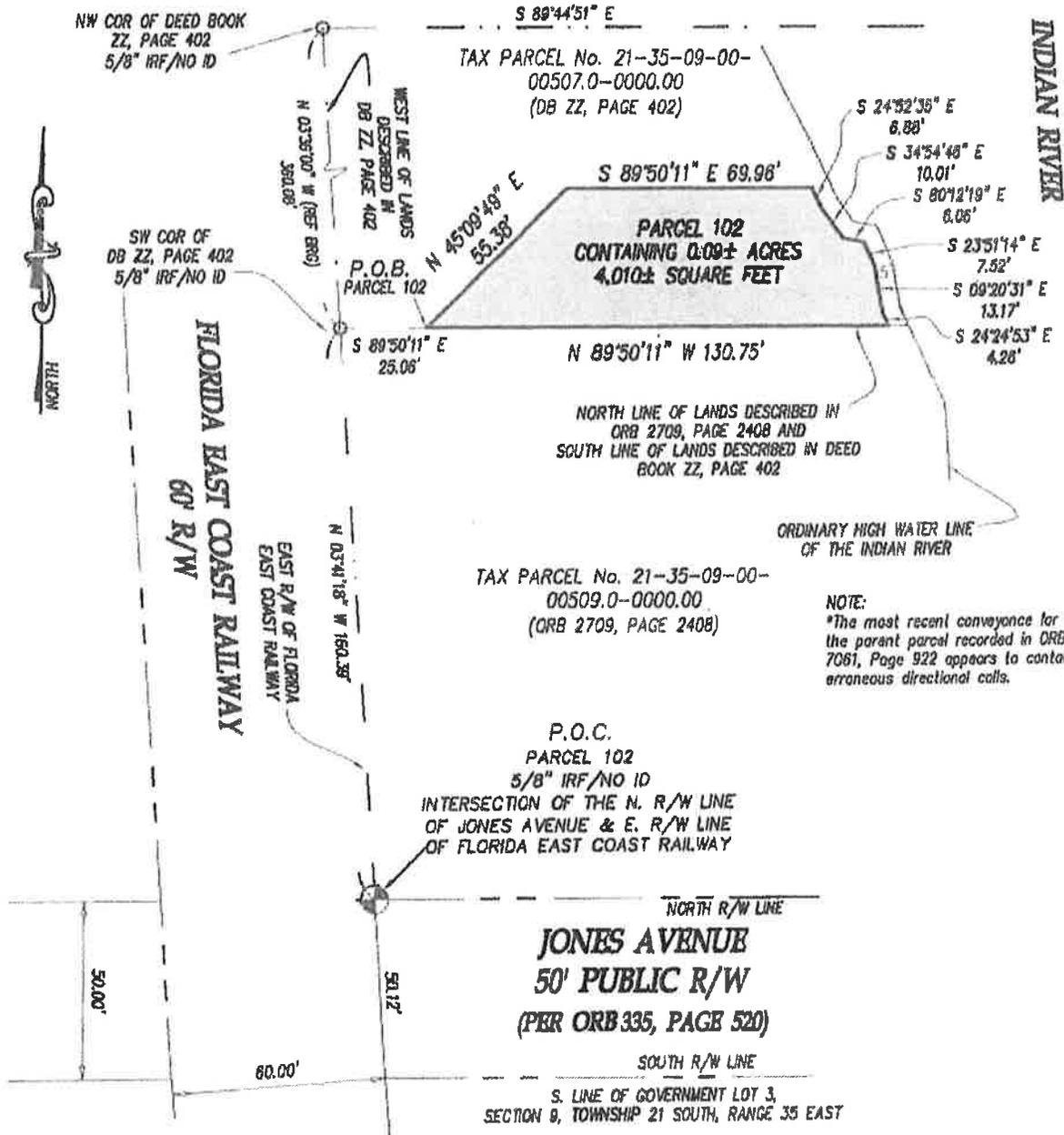
DRAWN BY: JAS	PROJECT NO. 39114	DESCRIPTION	DATE: 2/15/19	REVISIONS:	SECTION 9 TOWNSHIP 21 SOUTH RANGE 35 EAST
DATE: 9/26/19	DRAWING: 9-21-35/1_E_ESMT		DATE: 7/29/19	COMMENTS	
			DATE: 9/26/19	COMMENTS	

SKETCH OF DESCRIPTION  
 PARCEL #102

EXHIBIT "B"  
 SHEET 2 OF 2  
 NOT A SURVEY

PARENT PARCEL ID# 21-35-09-00-00507.0-0000.00  
 PURPOSE: FEE SIMPLE CONVEYANCE

NOT VALID WITHOUT SHEET 1 OF 2



NOTE:  
 \*The most recent conveyance for the parent parcel recorded in ORB 7061, Page 922 appears to contain erroneous directional calls.

PREPARED BY: <b>Kane Surveying, Inc.</b> FLORIDA LICENSED BUSINESS No. LB 7638 805 DISTRIBUTION DRIVE MELBOURNE, FLORIDA 32904 (321) 678-0427 FAX (321) 684-1448	SCALE: 1 INCH = 40 FEET	SECTION 9 TOWNSHIP 21 SOUTH RANGE 35 EAST
	PROJECT NO. 39114	

Exhibit C

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

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

**THIS INDENTURE**, made this 22nd day of October, 2019, between **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 **REDFISH RANCH LLC** address is 4309 Brynwood Drive, Naples, FL 34119, 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, together with all riparian and littoral rights appertaining thereto, and all interests in subsurface oil, gas, and minerals pursuant to 270.11(3), F.S.

**Property Appraiser's Parcel Identification Number: 21-35-07-00-00509.0-0000.00**

**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:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Scott Ellis

By: \_\_\_\_\_  
Kristine Isnardi, Chair  
As approved by the Board \_\_\_\_\_  
Agenda Item No. \_\_\_\_\_

Exhibit D

THIS INSTRUMENT WAS PREPARED BY  
AND SHOULD BE RETURNED TO:

Jonathan P. Huels, Esquire  
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
215 North Eola Drive  
Post Office Box 2809  
Orlando, FL 32802-2809  
(407) 843-4600

Tax Parcel I.D. No.: A portion of parcel no. 21-35-09-00-507

**GENERAL WARRANTY DEED**

THIS GENERAL WARRANTY DEED is made and executed as of this \_\_\_\_ day of September, 2019, by **REDFISH RANCH LLC**, a Florida limited liability company, (hereinafter referred to as "**Grantor**") whose mailing address is 4309 Brynwood Drive, Naples, Florida 34119, in favor of **BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter referred to as the "**Grantee**" or "**County**")

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee all that certain real property located in Brevard County, Florida (the "**Property**"), which is more particularly described as follows:

See Legal Description attached hereto and incorporated herein as **EXHIBIT "A"**.

**TOGETHER WITH** all the tenements, hereditaments, easements and appurtenances, including riparian rights, if any, thereto belonging or in anywise appertaining.

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

**GRANTOR** hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever, and that the Property is free from all encumbrances except those matters of record.

The conveyance made herein, however, is expressly made subject to ad valorem real property taxes and assessments.

**IN WITNESS WHEREOF**, Grantor has executed and delivered this instrument by its duly authorized officer the day and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:

**REDFISH RANCH LLC**, a Florida limited liability company,

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

By: \_\_\_\_\_  
Name: Robert G. Pozgar  
Title: Manager

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of September, 2019, by Robert G. Pozgar, as Manager REDFISH RANCH LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)

Notary Public, State of \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

### Legal Description

A parcel of land lying in Section 9, Township 21 South, Range 35 East, Brevard County, Florida, being a portion of those lands described in Deed Book ZZ, Page 402, of the Public Records of Brevard County, Florida and being more particularly described as follows:

Commence at a 5/8 inch rebar at the intersection of the North right-of-way line of Jones Avenue, a 50 foot wide public right-of-way as presently occupied, with the Easterly right-of-way line of the Florida East Coast Railway, a 60 foot wide right-of-way; thence N 03 degrees 41'18" W along said Easterly right-of-way line 160.39 feet to the intersection with the South line of lands described in said Deed Book ZZ, Page 402 and the North line of lands described in Official Records Book 2709, Page 2408; thence S 89 degrees 50'11" E along said South line of lands described in said Deed Book ZZ, Page 402 and the North line of lands described in Official Record Book 2709, Page 2408 a distance of 25.06 feet to the Point of Beginning of the herein described parcel; N 45 degrees 09'49" E 55.38 feet; thence S 89 degrees 50'11" E 69.96 feet to a point that is 5 feet Westerly of, by perpendicular measure, the Ordinary High Water Line of the Indian River; thence for the next six courses run Southeasterly along a line that is 5 feet Westerly of and parallel to the said Ordinary High Water Line of the Indian River; S 24 degrees 52'35" E 6.88 feet; thence S 34 degrees 54'46" E 10.01 feet; thence S 80 degrees 12'19" E 6.06 feet; thence S 23 degrees 51'14" E 7.52 feet; thence S 09 degrees 20'31" E 13.17 feet; thence S 24 degrees 24'53" E 4.26 feet to the intersection with the said South line of lands described in said Deed Book ZZ, Page 402 and the North Line of lands described in Official Records Book 2709, Page 2408, thence N 89 degrees 50'11" W along said South line of lands described in said Deed Book ZZ, Page 402 and the North line of lands described in said Official Records Book 2709, Page 2408 a distance of 130.75 feet to the Point of Beginning.

EXHIBIT "A" - 1

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# LOCATION MAP

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TWP: 21 S RNG: 35 E SEC: 9 DISTRICT: 1

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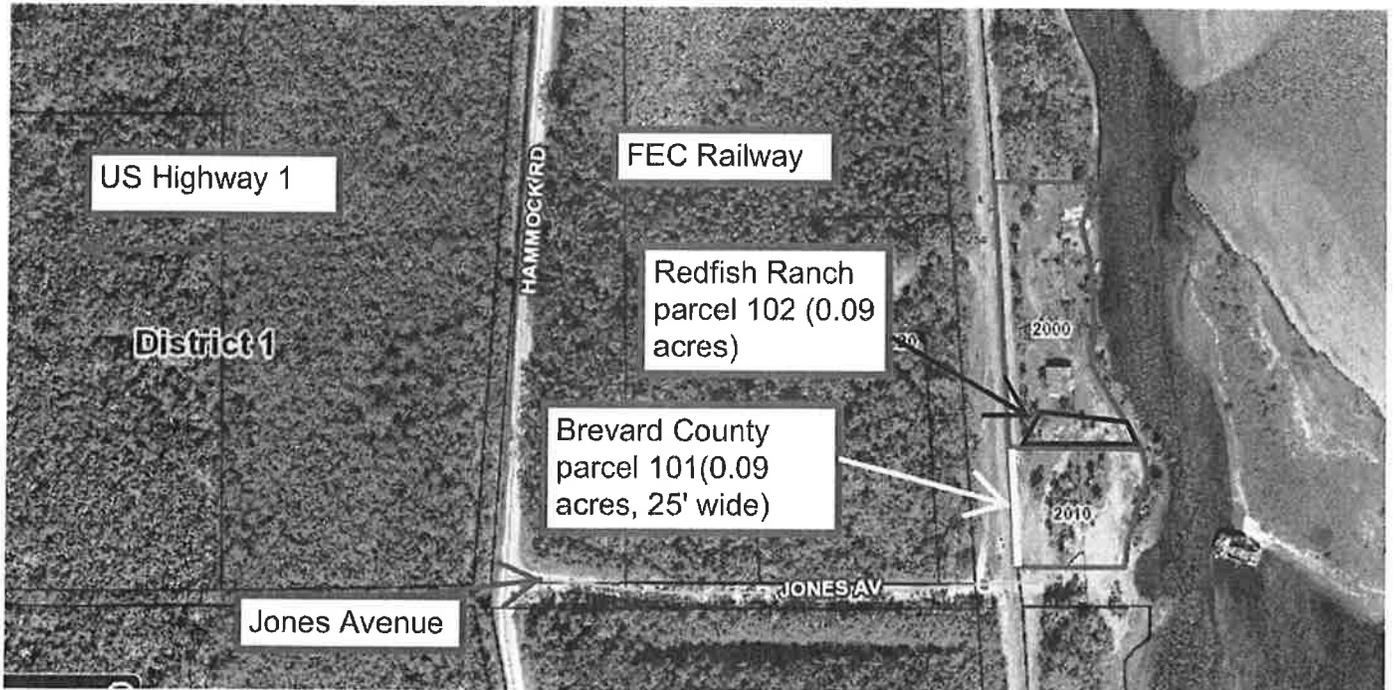
---

STREET NAME: Jones Avenue (Mims Launch Ramp)

---

OWNER'S NAME: Redfish Ranch LLC & Brevard County, Florida

---



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

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

**THIS INDENTURE**, made this 22nd day of October, 2019, between **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 **REDFISH RANCH LLC** address is 4309 Brynwood Drive, Naples, FL 34119, 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, together with all riparian and littoral rights appertaining thereto, and all interests in subsurface oil, gas, and minerals pursuant to 270.11(3), F.S.

**Property Appraiser's Parcel Identification Number: 21-35-07-00-00509.0-0000.00**

**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

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

By: 

Kristine Isnardi, Chair

As approved by the Board 10/08/19  
Agenda Item No. H. 4.

LEGAL DESCRIPTION

PARCEL #101

PARENT PARCEL ID# 21-35-07-00-00509.0-0000.00  
PURPOSE: FEE SIMPLE CONVEYANCE

Approved

EXHIBIT "A"  
SHEET 1 OF 2  
NOT A SURVEY

NOT VALID WITHOUT SHEET 2 OF 2

LEGAL DESCRIPTION: PARCEL #101 (PREPARED BY SURVEYOR)

A parcel of land lying in Section 9, Township 21 South, Range 35 East, Brevard County, Florida, being a portion of those lands described in Official Records Book 2709, Page 2408 of the Public Records of Brevard County, Florida and being more particularly described as follows:  
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SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7061, PAGE 922, BEING AN ASSUMED BEARING OF N03°36'00"W AS PER SURVEY JOB NO. 34743 BY HOLLEY AND ASSOCIATES, INC, LB NO. 4595, DATED MARCH 31, 2014 (SEE SKETCH)
2. THIS SKETCH AND DESCRIPTION CONTAINS TWO SHEETS. EACH SHEET IS NOT FULL OR COMPLETE WITHOUT THE OTHER.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER WHICH CAN BE FOUND ON SHEET 1 OF 2.
4. THE SURVEYOR WAS FURNISHED FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT, ORDER No. 7492178, DATED 3/1/19. THE SURVEYOR HAS REVIEWED THIS DOCUMENT AND HAS FOUND THERE TO BE NO PLOTTABLE ITEMS AFFECTING THE SUBJECT PARCEL.
5. MONUMENTS SHOWN HEREON WERE REFLECTED ON OUR SURVEY JOB NUMBER 39114, DATED 7/16/19.

LEGEND:

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- C/L = CENTERLINE
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- DB = DEED BOOK
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- P.B. = PLAT BOOK
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- REF = REFERENCE
- R/W = RIGHT OF WAY

PREPARED FOR AND CERTIFIED TO:  
REDFISH RANCH, LLC



JOEL A. SEYMOUR, LS 6133  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: **Kane Surveying, Inc.**

FLORIDA LICENSED BUSINESS No. LB 7838  
505 DISTRIBUTION DRIVE  
MELBOURNE, FLORIDA 32904  
(321) 676-0427 FAX (321) 984-1448

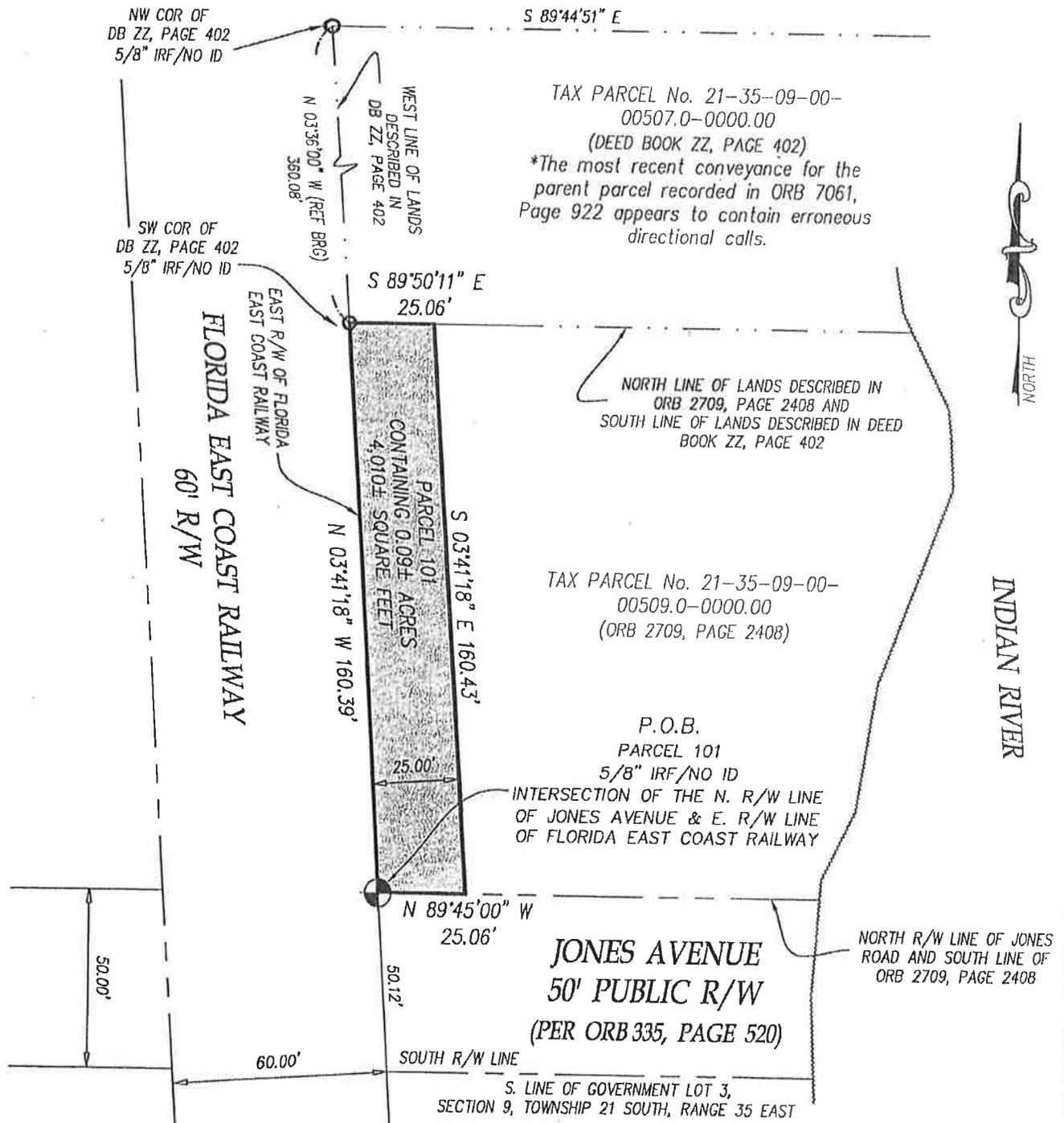
DRAWN BY: JAS	PROJECT NO. 39114	DESCRIPTION	DATE: 5/1/17	REVISIONS:	SECTION 9 TOWNSHIP 21 SOUTH RANGE 35 EAST
		DATE: 7/29/19	DATE: 7/29/19	COMMENTS	
DRAWING: 9-21-35/1_E_ESMT					

# SKETCH OF DESCRIPTION PARCEL #101

EXHIBIT "A"  
SHEET 2 OF 2  
NOT A SURVEY

PARENT PARCEL ID# 21-35-07-00-00507.0-0000.00  
PURPOSE: FEE SIMPLE CONVEYANCE

NOT VALID WITHOUT SHEET 1 OF 2



PREPARED BY:

**Kane Surveying, Inc.**

FLORIDA LICENSED BUSINESS No. LB 7838  
505 DISTRIBUTION DRIVE  
MELBOURNE, FLORIDA 32904  
(321) 676-0427 FAX (321) 984-1448

SCALE: 1 INCH = 40 FEET

PROJECT NO. 39114

SECTION 9  
TOWNSHIP 21 SOUTH  
RANGE 35 EAST

old  
H4  
2/2  
EA

County, Florida and any trial shall be non-jury. 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 30 day of September 2019.

REDFISH RANCH, LLC, a Florida Limited Liability Company

Witnesses:

BY: Margaret Sutphin  
MARGARET SUTPHIN  
Printed Name

BY: [Signature]  
Robert G. Pozgar

BY: Will Weber  
Will Weber  
Printed Name

Attest:

Board of County Commissioners of Brevard County, Florida

BY: \_\_\_\_\_  
Scott Ellis, Clerk

\_\_\_\_\_  
Kristine Isnardi, Chair

Date: \_\_\_\_\_

Approved by the Board on: \_\_\_\_\_

Approved as to legal form and content:

BY: \_\_\_\_\_  
Assistant County Attorney