



AGENDA REPORT
July 10, 2018

**Approval Re: Revised Resolution and Exchange Agreement Between R. C. Kirk & Ethyl May Kirk (KIRK) and Brevard County (COUNTY) – District 1.
(Fiscal Impact: None)**

SUBJECT:

Approval Re: Revised Resolution and Exchange Agreement Between R. C. Kirk & Ethyl May Kirk (KIRK) and Brevard County (COUNTY) – District 1. (Fiscal Impact: None)

FISCAL IMPACT:

None

DEPT/OFFICE:

Public Works

REQUESTED ACTION:

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

SUMMARY EXPLANATION and BACKGROUND:

The subject properties are located in Sections 7 & 8, Township 21 South, Range 35 East.

On May 22, 2018, permission was granted by the Board of County Commissioners to advertise and consider the Exchange Agreement for property between the KIRK and County. As required by Section 125.37, F.S., an advertisement regarding the exchange has been published in the local newspaper.

The revised Exchange Agreement between KIRK and County is related to property in the area of Old Dixie Highway, North of Kelly Road and South of Brockett Road in Mims. The agreement has been modified to allow for enhanced use by the County.

The County property described in Exhibit A separates the KIRK property from Old Dixie Highway right of way. The KIRK property described in Exhibits C & D separates the County property from Old Dixie Highway. KIRK desires to have access across the County property (Exhibit A) and the County desires access across the KIRK Property (Exhibits C & D). Kirk proposes to exchange the County property described in Exhibit A for the KIRK property described in Exhibit C and an easement over Exhibit D. The County also desires to have KIRK transfer easement right to the County for the purpose of landscaping and

buffering between the County property and the KIRK property (Exhibit B).

The County will retain additional rights to include full right of ingress / egress (with no requirement to construct a road or other improvements within the area), drainage easement, and right to store road construction materials until property is developed by Kirk within the area deeded to KIRK (Exhibit A). KIRK has agreed to grant the Buffer / Landscape Easement (Exhibit B), an Access and Drainage Easement (Exhibit C) and Deed for the property needed by the County (Exhibit D) in exchange for the property needed by KIRK for access to Old Dixie Highway. (Exhibit A)

CLERK TO THE BOARD INSTRUCTIONS:

Forward the original executed Resolution and original executed Exchange Agreement to Department.

ATTACHMENTS:

Description

- ▢ **Kirk Exchange CAO Review**
- ▢ **Kirk Exchange Agreement**
- ▢ **Kirk Resolution**
- ▢ **Kirk Exchange Ad**

BOARD OF COUNTY COMMISSIONERS

AGENDA: REVISED RESOLUTION AND EXCHANGE AGREEMENT 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>APJ</u>	_____	<u>6/18/18</u>
COUNTY ATTORNEY Eden Bentley County Attorney	<u>EB</u>	_____	<u>6/18/18</u>

AGENDA DUE DATE: June 26, 2018 for the July 10, 2018 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.



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

July 11, 2018

M E M O R A N D U M

TO: Andrew Holmes, Public Works Director

RE: Item H.8., Revised Resolution and Exchange Agreement with R.C. Kirk and Ethyl May Kirk (KIRK)

The Board of County Commissioners, in regular session on July 10, 2018, adopted Resolution No. 18-097, and executed Exchange Agreement with R.C. Kirk and Ethyl May Kirk (KIRK) for property located in Sections 7 and 8, Township 21 South, Range 35 East. Enclosed are a fully-executed Resolution and one executed Exchange Agreements.

Upon execution by R.C. and Ethyl May Kirk, please return a fully-executed Exchange Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

Encls. (2)

cc: Contracts Administration
Asset Management

A RESOLUTION PURSUANT TO SECTION 125.37, FLORIDA STATUTES (2018) 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 drainage and access 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)

The Property to be transferred to Kirk 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 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 the reservation of easements described above.

The parcels to be acquired are described as follows:

See Attached Exhibit "B" (Buffer and Landscape Easement to the County) & Exhibit "C" (Fee simple parcel to the County).

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 closing pursuant to the Exchange Agreement executed between the parties on July 10, 2018.

DONE, ORDERED AND ADOPTED, in Regular Session, this 10 day of JULY, 2018, A.D.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



By:

Rita Pritchett, Chairman

As approved by the Board on

JUL 10 2018

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# 21-35-08-00-282

THIS IS NOT A SURVEY

PURPOSE: FEE SIMPLE CONVEYANCE

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

SEC = SECTION
 T = TOWNSHIP



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

DATE: OCTOBER 16, 2017

SHEET: 1 OF 2

REVISIONS

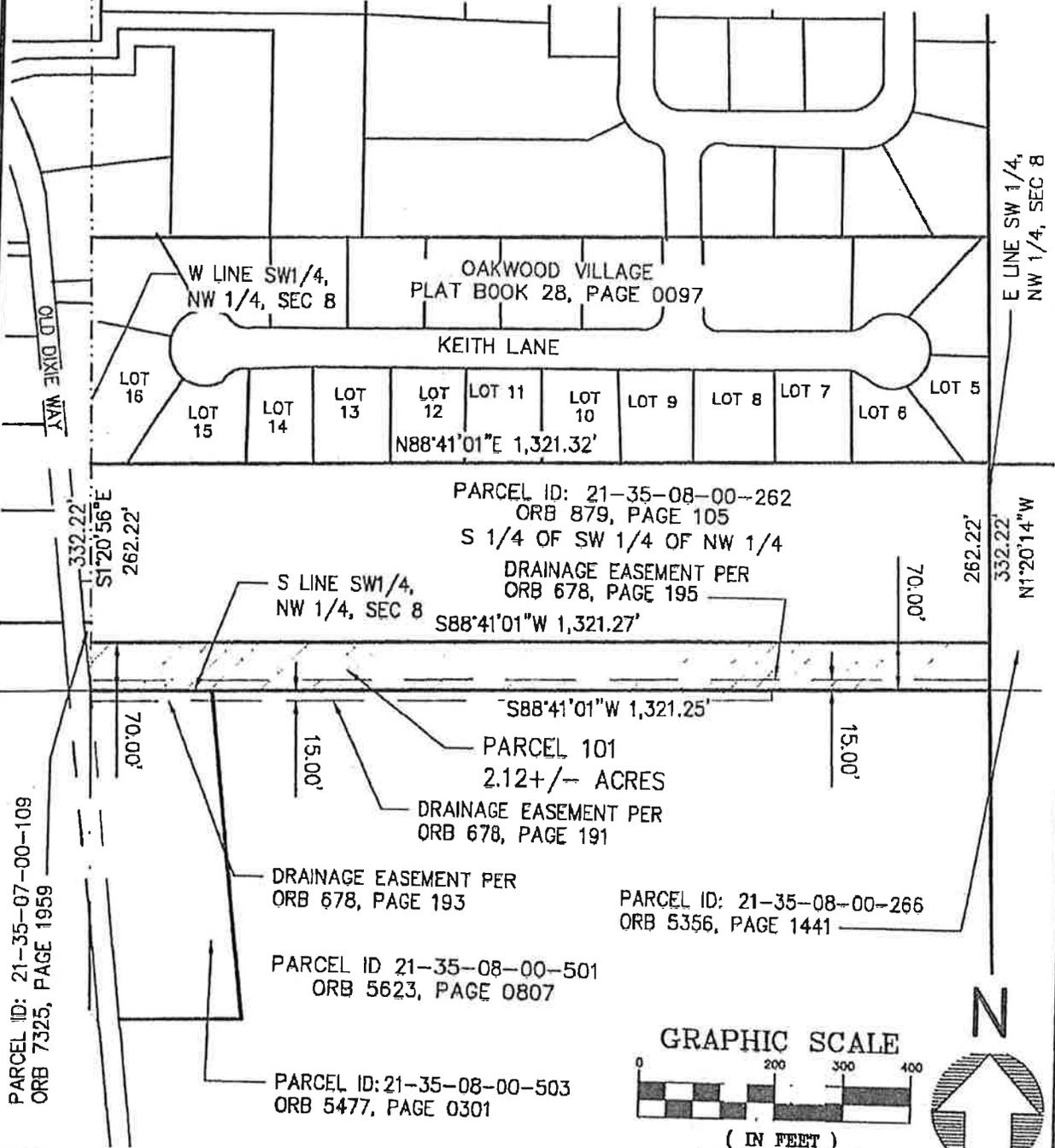
DATE	DESCRIPTION

LEGAL DESCRIPTION
PARCEL #101

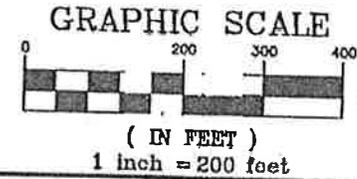
SECTION 08, TOWNSHIP 21 SOUTH, RANGE 35 EAST
 PARENT PARCEL ID# 21-35-08-00-262
 PURPOSE: FEE SIMPLE CONVEYANCE

EXHIBIT "A"

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



PARCEL ID: 21-35-07-00-109
 ORB 7325, PAGE 1959



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

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 17-1587, EFFECTIVE DATE 10/02/2017. NO EASEMENTS AFFECTING PARCEL 801 WERE INCLUDED IN SAID OWNERSHIP AND ENCUMBRANCE REPORT.

ABBREVIATIONS

AC = ACRES	SEC = SECTION
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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, 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

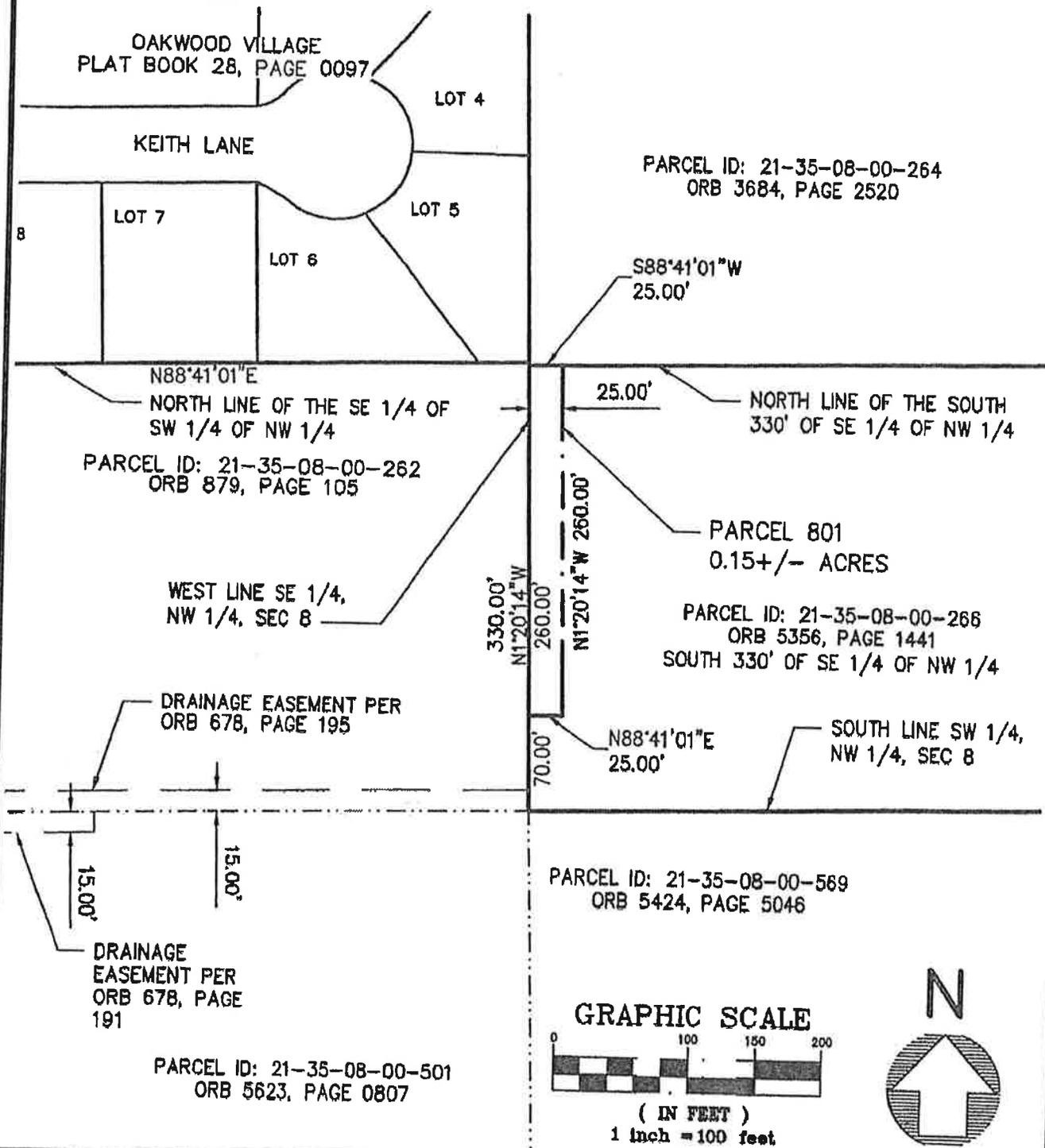
LEGAL DESCRIPTION

PARCEL #801

SECTION 08, TOWNSHIP 21 SOUTH, RANGE 35 EAST
PARENT PARCEL ID: 21-35-08-00-268
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	SCALE: 1"=100'	SECTION 8 TOWNSHIP 21 SOUTH RANGE 35 EAST
	ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940 PHONE: (321) 633-2080	PROJECT NO. 17-00-072	

LEGAL DESCRIPTION

PARCEL #102

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

EXHIBIT "C"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 102, FEE SIMPLE PARCEL, (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION 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 NORTH 30.00 FEET OF 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 230 SQUARE FEET (0.005 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.
4. THE 15-FOOT WIDE DRAINAGE EASEMENT PER OFFICIAL RECORDS BOOK 678, PAGE 195 DOES NOT ENCUMBER THE PARENT PARCEL 21-35-07-00-109.

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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, 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

DATE: OCTOBER 30, 2017

SHEET: 1 OF 2

REVISIONS

DATE	DESCRIPTION
4/9/18	MODIFY DESCRIBED AREA

LEGAL DESCRIPTION

PARCEL #102

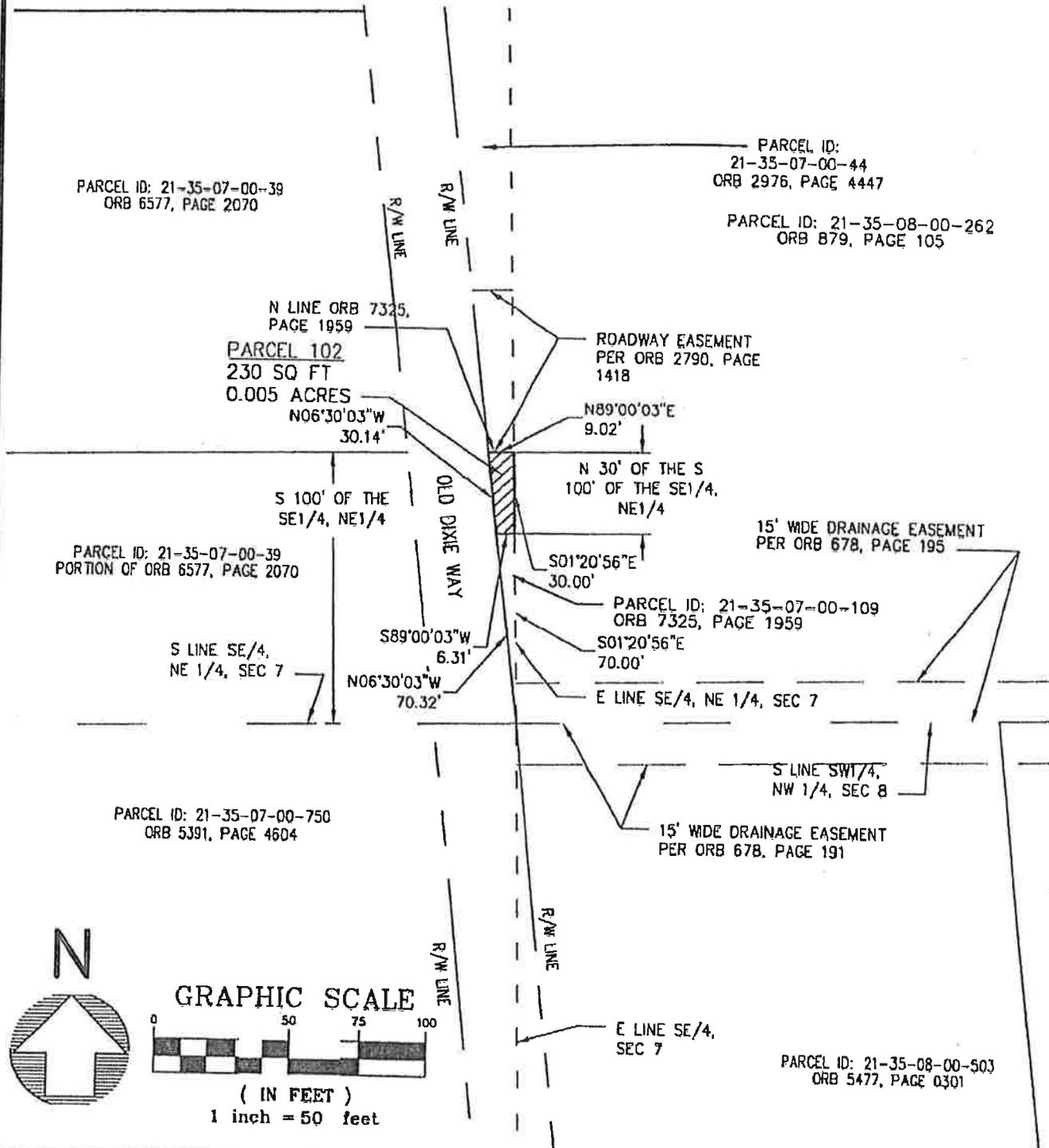
SECTION 08, TOWNSHIP 21 SOUTH, RANGE 35 EAST
PARENT PARCEL ID: 21-35-07-00-109
PURPOSE: DEED REITERATION

EXHIBIT "C"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY



PARCEL ID: 21-35-07-00-39
ORB 6577, PAGE 2070

PARCEL ID:
21-35-07-00-44
ORB 2976, PAGE 4447

PARCEL ID: 21-35-08-00-262
ORB 879, PAGE 105

N LINE ORB 7325,
PAGE 1959

PARCEL 102
230 SQ FT
0.005 ACRES

ROADWAY EASEMENT
PER ORB 2790, PAGE
1418

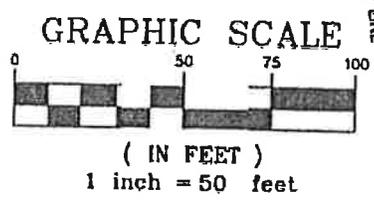
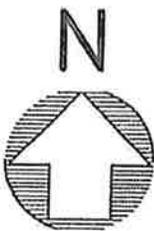
PARCEL ID: 21-35-07-00-39
PORTION OF ORB 6577, PAGE 2070

15' WIDE DRAINAGE EASEMENT
PER ORB 678, PAGE 195

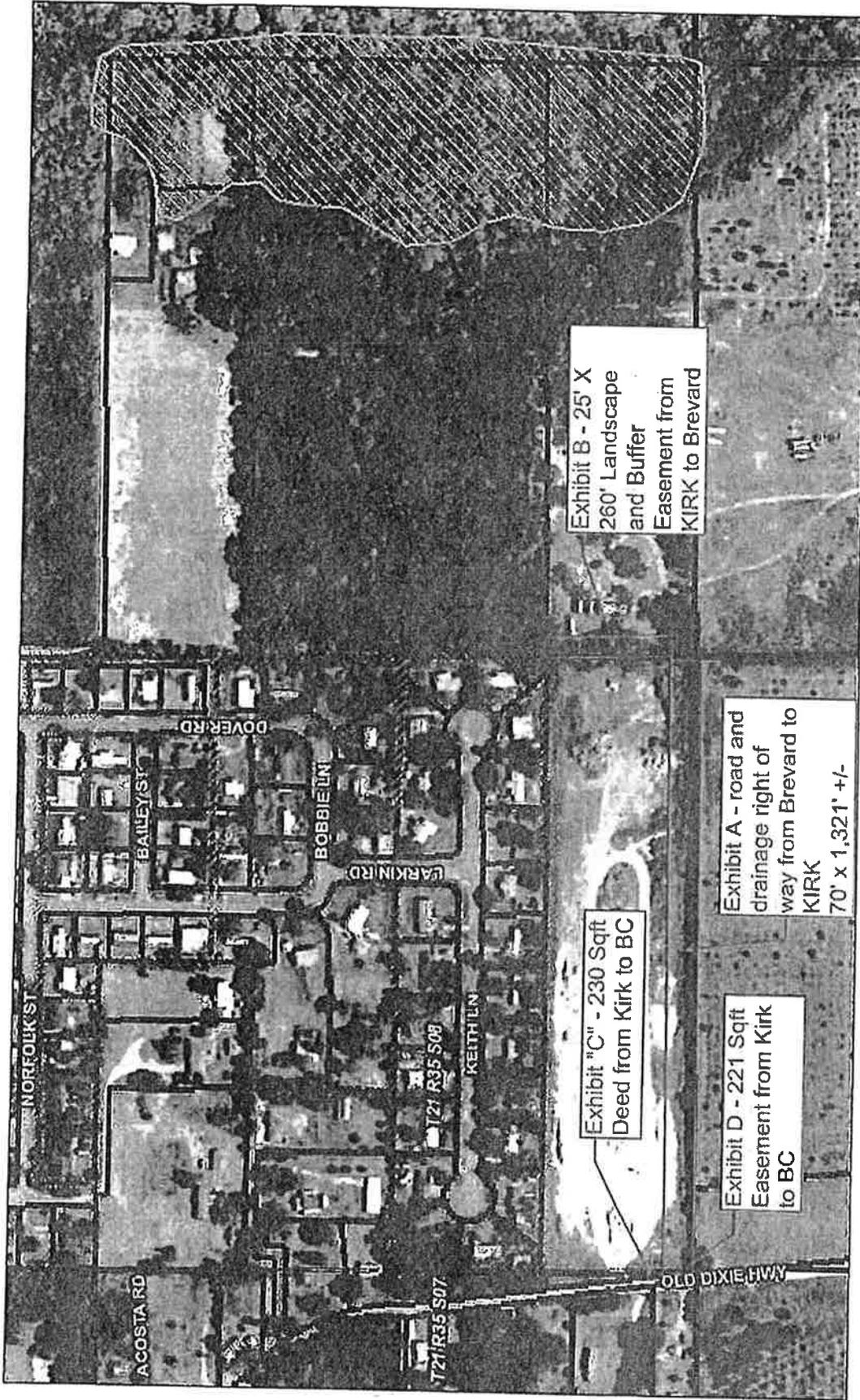
PARCEL ID: 21-35-07-00-109
ORB 7325, PAGE 1959

PARCEL ID: 21-35-07-00-750
ORB 5391, PAGE 4604

PARCEL ID: 21-35-08-00-503
ORB 5477, PAGE 0301

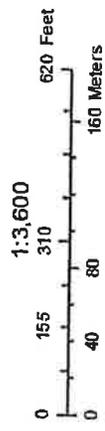


	PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940 PHONE: (321) 633-2080	SCALE: 1"=50'	SECTION 7 TOWNSHIP 21 SOUTH RANGE 35 EAST
		PROJECT NO. 17-09-072	



- E
- L
- M
- P

Composite of Exhibits related to the KIRK / Brevard Exchange



November 9, 2015

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 5:00 p.m. on July 10, 2018, 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.

The proposed Exchange Agreement terms are as follows. The County shall transfer a 70 foot wide portion of County property to Kirk subject to reservations of easements (drainage & access including utilities) in favor of the County and limited to use for access (including utilities). Kirk shall transfer property west of the County parcel and adjacent to Old Dixie Highway to the County. Additionally, Kirk shall grant a landscape and buffering easement to the County on Kirk property lying to the east of the County owned parcel.

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.

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

HC

COUNTY DEED

THIS INDENTURE, made this 10 m day of July, 2018 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 ETHYL MAY 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 B hereby incorporated by reference. In addition, the party of the first part reserves 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. Storage and road construction materials shall not substantially block or inhibit Kirk’s access usage of the property. At the time the second party constructs improvements on the property transferred herein, existing drainage improvements and flow shall be maintained and adequate drainage capacity shall be provided by party of the second part for development of the Parcel shown at Exhibit “B”. 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.

Property Appraiser's Parcel Identification Number: None

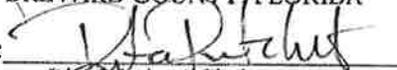
IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 

Rifa Pritchett, Chair

As approved by the Board on JUL 10 2018

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# 21-35-08-00-282

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
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ORB = OFFICIAL RECORDS BOOK	
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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 8 TOWNSHIP 21 SOUTH RANGE 35 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: OCTOBER 16, 2017	SHEET: 1 OF 2				

LEGAL DESCRIPTION

PARCEL #101

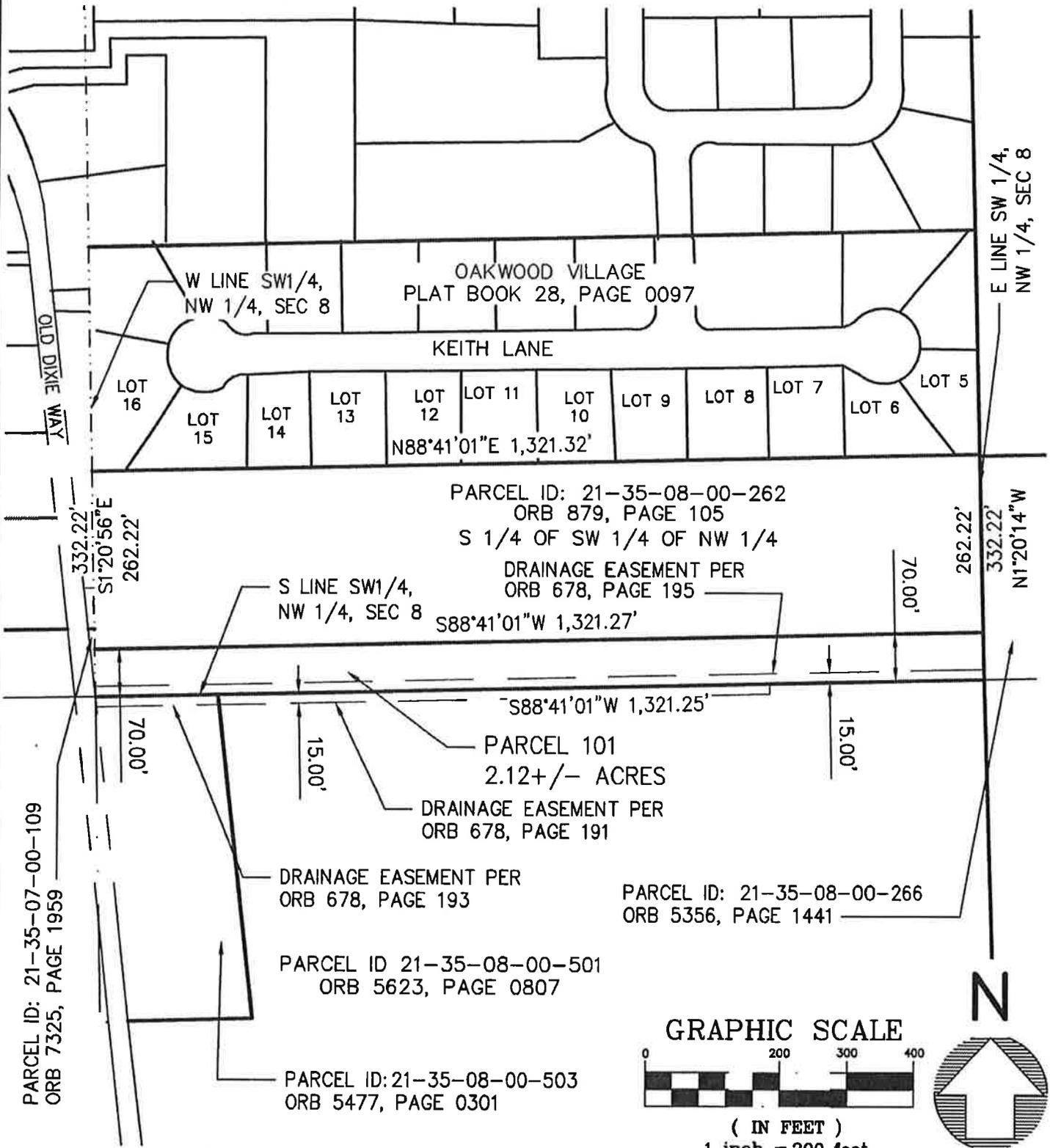
SECTION 08, TOWNSHIP 21 SOUTH, RANGE 35 EAST
 PARENT PARCEL ID# 21-35-08-00-262
 PURPOSE: FEE SIMPLE CONVEYANCE

EXHIBIT "A"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY



PARCEL ID: 21-35-07-00-109
 ORB 7325, PAGE 1959



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

SCALE:
 1"=200'
 PROJECT NO. 17-09-072

SECTION 8
 TOWNSHIP 21 SOUTH
 RANGE 35 EAST

LEGAL DESCRIPTION

EXHIBIT "B"

PARCEL #802

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

SECTION 07, TOWNSHIP 21 SOUTH, RANGE 35 EAST

PARENT PARCEL ID# 21-35-07-00-109

PURPOSE: EASEMENT

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 802, EASEMENT, (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION 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 70.00 FEET OF 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 221 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.
4. THE 15-FOOT WIDE DRAINAGE EASEMENT PER OFFICIAL RECORDS BOOK 678, PAGE 195 DOES NOT ENCUMBER THE PARENT PARCEL 21-35-07-00-109.

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, 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: 04/09/18	SHEET: 1 OF 2				

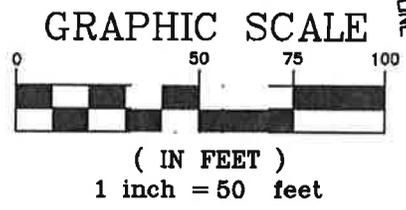
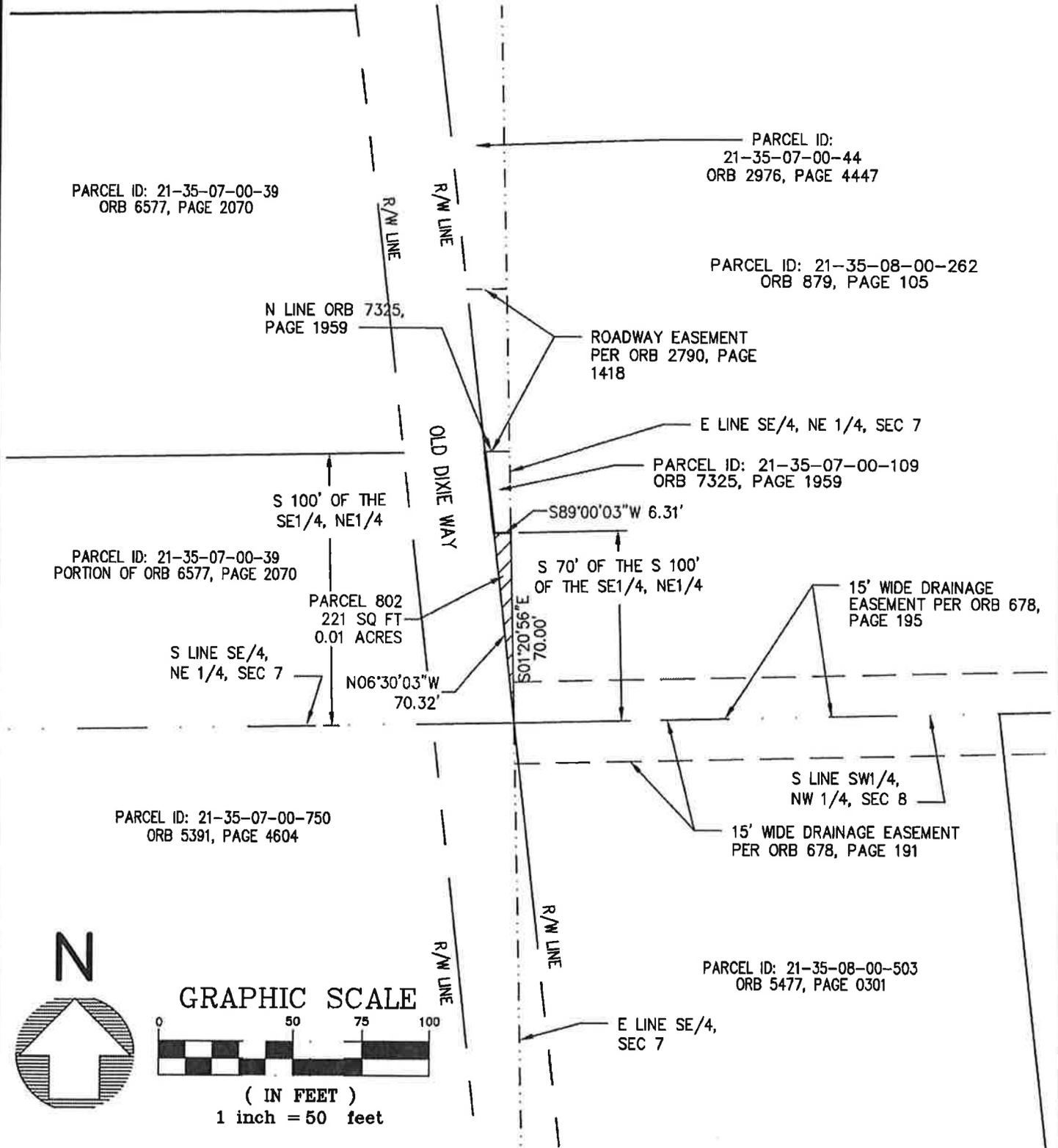
LEGAL DESCRIPTION

PARCEL #802

SECTION 08, TOWNSHIP 21 SOUTH, RANGE 35 EAST
PARENT PARCEL ID#: 21-35-07-00-109
PURPOSE: 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"=50'
PROJECT NO. 17-09-072

SECTION 7
TOWNSHIP 21 SOUTH
RANGE 35 EAST

Prepared by:

CFN 2018177486, OR BK 8232 PAGE 2262,
Recorded 08/07/2018 at 02:39 PM, Scott Ellis, Clerk of Courts,
Brevard County
Doc D: \$0.70 # Pgs: 4

He-

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

ACCESS AND DRAINAGE EASEMENT

GRANTOR: ROBERT CLAY KIRK, a single man, and ETHYL MAY KIRK, a single woman

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

INTEREST: Easement

DATE: Aug. 3, 2018

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 access and drainage easement.

Dated this the 3 day of August, 2018

WITNESSES:

Maria Newell

Witness signature
MARIA NEWELL

Witness name typed, printed or stamped

Amy Craddock

Witness signature
Amy Craddock

Witness name typed, printed or stamped

GRANTORS:

Robert Clay Kirk

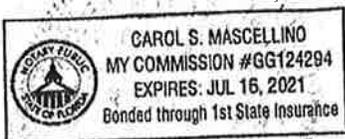
Robert Clay Kirk

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 3rd day of August, 2018.

(Notary Seal)



Notary Public
My Commission Expires:
(Notary name printed, stamped or typed)
Carol S. Mascellino

(Signatures continued on next page)

Marcia Newell
Witness signature
Marcia Newell
Witness name typed, printed or stamped

Ethyl May Kirk
Ethyl May Kirk

Amy R Craddock
Witness signature
Amy R Craddock
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 Ethyl May 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 3rd day of August, 2018.

(Notary Seal)

Notary Public
My Commission Expires:
(Notary name printed, stamped or typed)

Carol S. Mascellino



LEGAL DESCRIPTION

EXHIBIT "A"

PARCEL #802

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

SECTION 07, TOWNSHIP 21 SOUTH, RANGE 35 EAST

PARENT PARCEL ID#: 21-35-07-00-109

PURPOSE: EASEMENT

LEGAL DESCRIPTION: PARCEL 802, EASEMENT, (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION 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 70.00 FEET OF 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 221 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.
4. THE 15-FOOT WIDE DRAINAGE EASEMENT PER OFFICIAL RECORDS BOOK 678, PAGE 195 DOES NOT ENCUMBER THE PARENT PARCEL 21-35-07-00-109.

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, 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	
DATE: 04/09/18	SHEET: 1 OF 2			

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

CFN 2018177487, OR BK 8232 PAGE 2266.
Recorded 08/07/2018 at 02:39 PM, Scott Ellis, Clerk of Courts,
Brevard County
Doc D: \$0.70 # Pgs:4

WARRANTY DEED

GRANTOR: Robert Clay Kirk, a single man, and Ethyl May 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: Aug. 3, 2018

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, 2018.

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

Execution of deed witnessed by:

Marcia Newell
(Signature)

Marcia Newell
(Print name)

Amy Craddock
(Signature)

Amy Craddock
(Print name)

GRANTORS:

Robert Clay Kirk

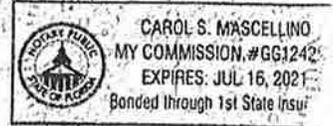
(Signatures continued on next page)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 3rd day of August, 2018, by Robert Clay Kirk who is personally known to me or who has produced _____ as identification.

My commission expires:
(SEAL)

Carol S. Mascellino
Notary Public



Ethyl May Kirk
Ethyl May Kirk

Marcia Newell
(Signature)
Marcia Newell
(Print name)

Amy Craddock
(Signature)
Amy Craddock
(Print name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 3rd day of August, 2018, by Ethyl May Kirk who is personally known to me or who has produced _____ as identification.

My commission expires:
(SEAL)

Carol S. Mascellino
Notary Public



LEGAL DESCRIPTION

PARCEL #102

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

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 102, FEE SIMPLE PARCEL, (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION 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 NORTH 30.00 FEET OF 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 230 SQUARE FEET (0.005 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.
4. THE 15-FOOT WIDE DRAINAGE EASEMENT PER OFFICIAL RECORDS BOOK 678, PAGE 195 DOES NOT ENCUMBER THE PARENT PARCEL 21-35-07-00-109.

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 7 TOWNSHIP 21 SOUTH RANGE 35 EAST
		REVISIONS	DATE	
DATE: OCTOBER 30, 2017	SHEET: 1 OF 2		4/8/18	MODIFY DESCRIBED AREA

LÉGAL DESCRIPTION

PARCEL #102

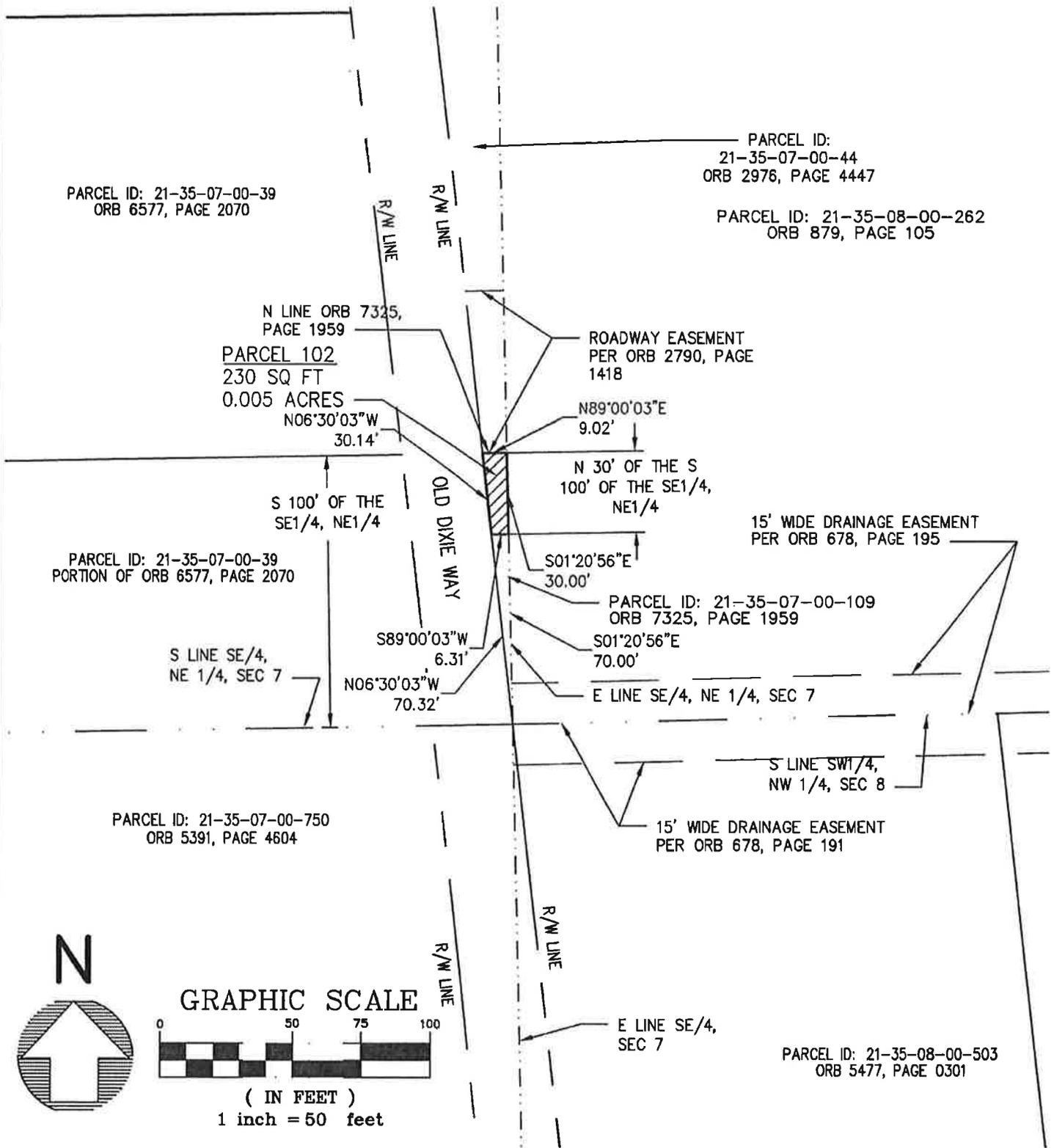
SECTION 08, TOWNSHIP 21 SOUTH, RANGE 35 EAST
PARENT PARCEL ID#: 21-35-07-00-109
PURPOSE: DEED REITERATION

EXHIBIT "A"

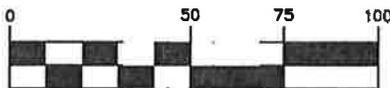
SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY



GRAPHIC SCALE



(IN FEET)
1 inch = 50 feet



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

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

SECTION 7
TOWNSHIP 21 SOUTH
RANGE 35 EAST

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

CFN 2018177488, OR BK 8232 PAGE 2270,
Recorded 08/07/2018 at 02:39 PM, Scott Ellis, Clerk of Courts,
Brevard County
Doc D: \$0.70 # Pgs: 4

BUFFER AND LANDSCAPE EASEMENT

GRANTOR: ROBERT CLAY KIRK, a single man, and ETHYL MAY KIRK, a single woman

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

INTEREST: Easement

DATE: Aug 3, 2018

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 3 day of August, 2018.

WITNESSES:

Marcia Newell
Witness signature

MARCIA Newell
Witness name, typed, printed or stamped

Amy Craddock
Witness signature

Amy Craddock
Witness name, typed, printed or stamped

GRANTORS:

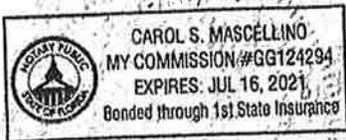
[Signature]
Robert Clay Kirk

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 3rd day of August, 2018.

(Notary Seal)



Notary Public

My Commission Expires:

Carol S. Mascellino
(Notary name printed, stamped or typed)

(Signatures continued on next page)

Marcia Newell
Witness signature
Marcia Newell
Witness name typed, printed or stamped
Amy Craddock
Witness signature
Amy Craddock
Witness name typed, printed or stamped

Ethyl May Kirk
Ethyl May Kirk

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 Ethyl May 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 3rd day of August, 2018.

(Notary Seal)

Notary Public

My Commission Expires:

Carol S. Mascellino
(Notary name printed, stamped or typed)



LEGAL DESCRIPTION

PARCEL #801

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

EXHIBIT "A"

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 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
		REVISIONS	DESCRIPTION	
DATE: OCTOBER 16, 2017	SHEET: 1 OF 2	DATE	DESCRIPTION	

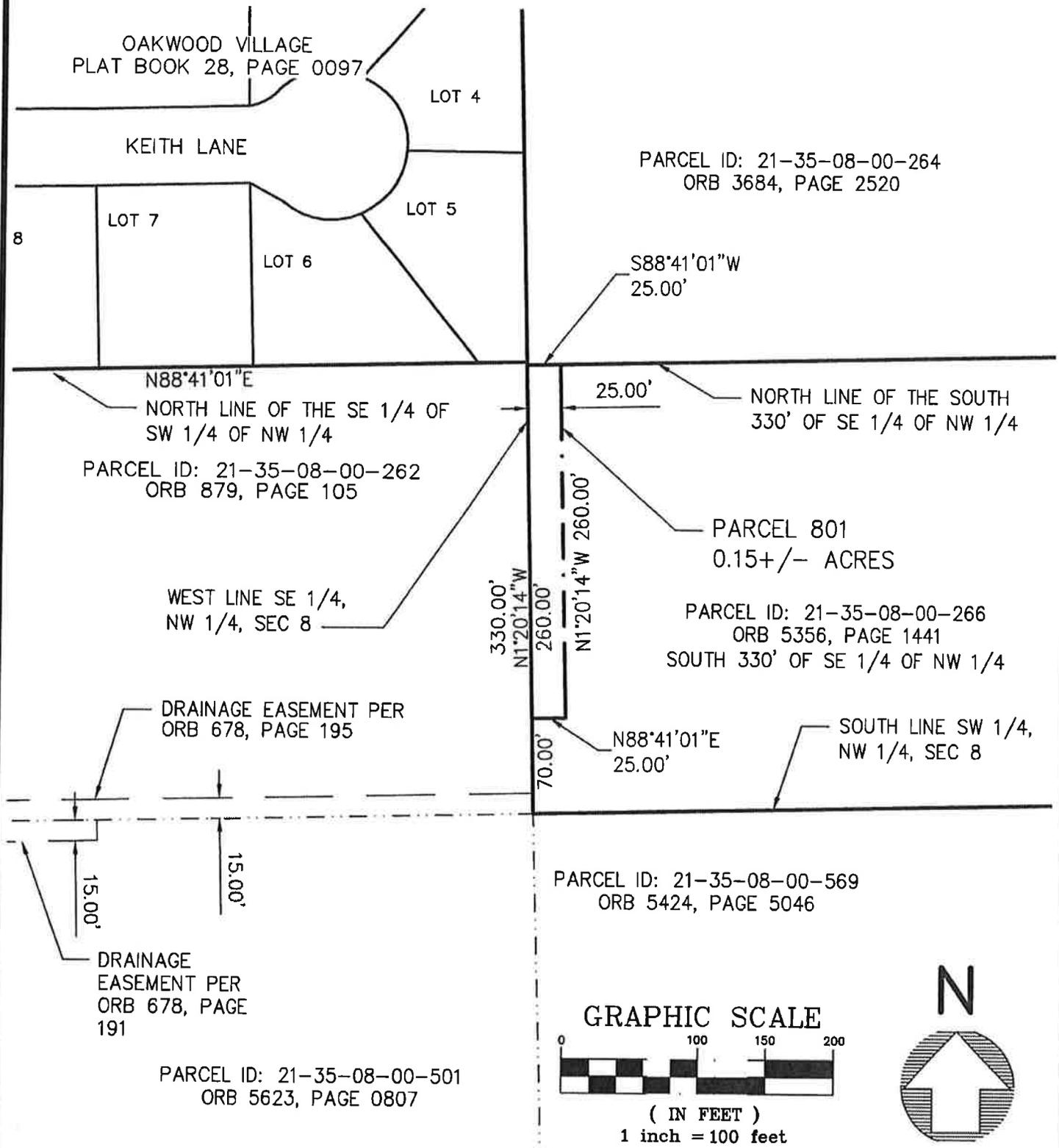
LEGAL DESCRIPTION

PARCEL #801

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

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"=100'
PROJECT NO. 17-09-072

SECTION 8
TOWNSHIP 21 SOUTH
RANGE 35 EAST

EXCHANGE AGREEMENT

THIS AGREEMENT is made and entered into this 10 day of July, 2018, by and between Robert Clay Kirk and Ethyl May 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 easement interests in those properties described as Parcels B and D and a fee simple interest in Parcel C, attached hereto and made a part hereof, as Exhibits B, C & D. 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. Parcel D, the Access and Drainage Easement over a portion of the parent parcel for Parcel C shall provide for access and drainage to the COUNTY.

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 ingress-egress access for adjacent property, public or private road right of way, drainage and utilities, and shall be subject to easement interests reserved in favor of Brevard County, Florida. 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. 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. Storage of road construction materials shall not substantially block or inhibit Kirk's access usage of the property

Section 4. 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 5. 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 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 6. 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 KIRK. Each party shall pay its own attorney's fees incurred in connection with the negotiation, preparation, execution, and closing of this Agreement.

Section 7. Evidence of Title/Survey. KIRK, at KIRK'S expense, shall deliver to COUNTY evidence of title for Parcels B, C & D at least ten (10) days prior to closing. Likewise, COUNTY, at KIRK'S expense, 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 & D 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 & D 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. KIRK shall also deliver to COUNTY, at least ten (10) days prior to closing, boundary surveys of Parcel C and Parcels B & D 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 & D 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 8. 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 Easements in the format shown in Exhibits E, F & G. The County Deed to KIRK shall be in substantially the same form as shown in Exhibit H attached hereto.

Section 9. 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 subject to the terms and conditions and will be recorded in Public Records of Brevard County, Florida.

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:

KIRK:

COUNTY:

Frank Abatte, 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 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. This Section 12 shall survive closing and COUNTY'S delivery of the deed for Parcel B.

Section 12. Standards for Real Estate Transactions. The STANDARDS FOR REAL ESTATE TRANSACTIONS attached to this Agreement as Exhibit I, 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 13. 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 24 day of APRIL, 2018.

Richard Kern
 Witness (signature):
Richard KERN
 Witness: (print)

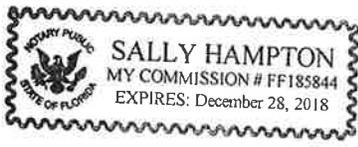
By: *[Signature]*
 Robert Clay Kirk

STATE OF FLORIDA
 COUNTY OF BREVARD

BEFORE ME personally appeared Robert Clay K, 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 24th day of APRIL, 2018.

[Signature]
 Notary Public, State of Florida
 My Commission Expires Dec. 28, 2018



(Additional signatures on next page)

Richard Kern
Witness (signature)
Richard Kern
Witness: (print)

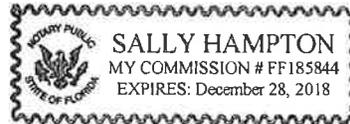
By: *Ethyl May Kirk*
Ethyl May Kirk

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 24th day of April, 2018.

[Signature]
Notary Public, State of Florida
My Commission Expires Dec. 28, 2018



Attest:

[Signature]
Scott Ellis, Clerk

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: *[Signature]*
Rita Pritchett, Chair

Reviewed for form and legal content:

As Approved by the Board on: July 10, 2018

Eden Bentley as Deputy County Attorney

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, 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
		REVISIONS	DATE	DESCRIPTION	
DATE: OCTOBER 16, 2017	SHEET: 1 OF 2				

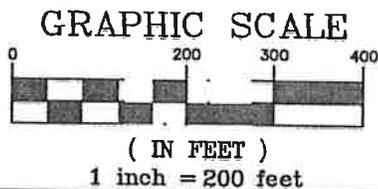
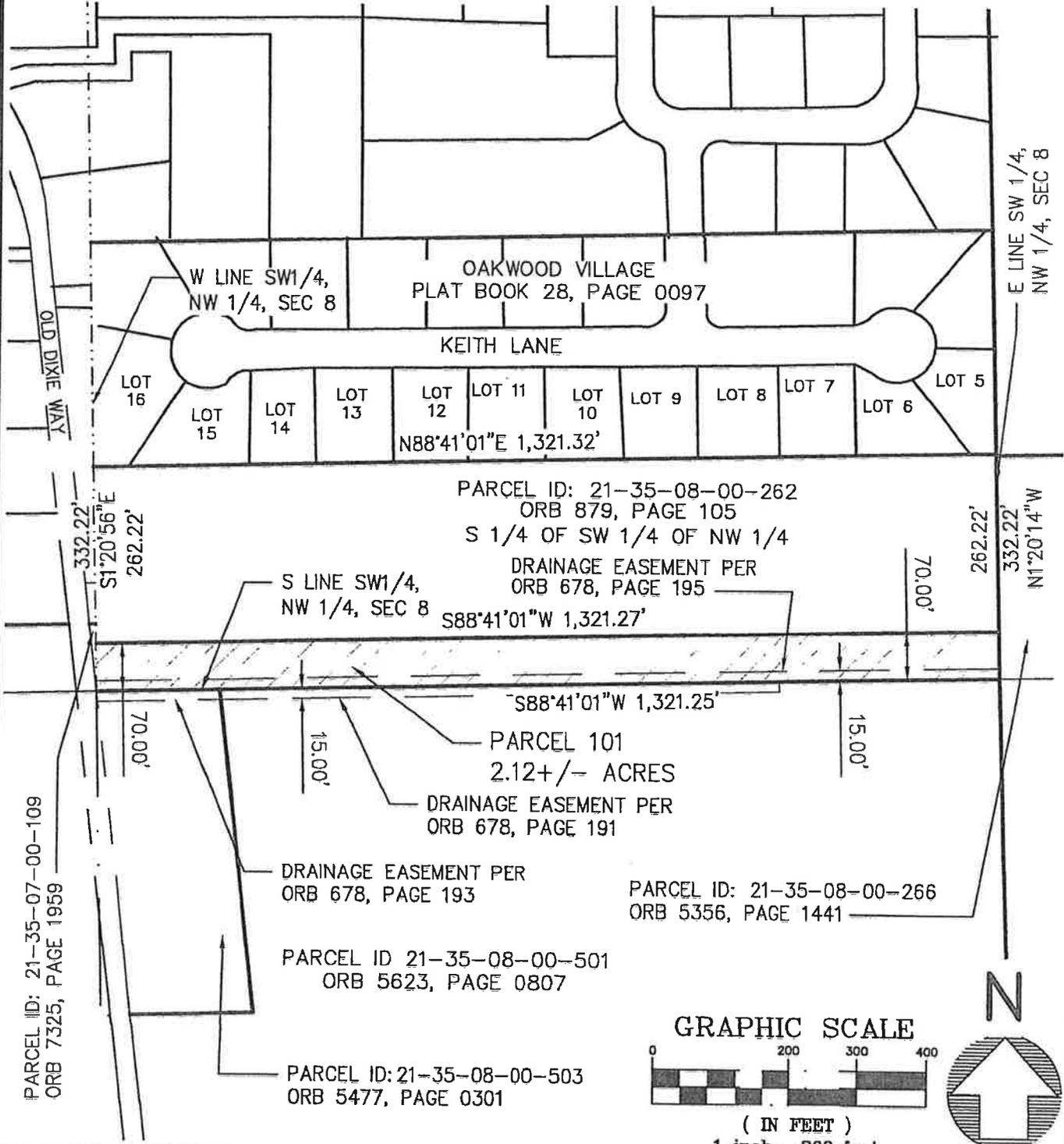
LEGAL DESCRIPTION

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



PARCEL ID: 21-35-07-00-109
 ORB 7325, PAGE 1959

332.22'
 S1°20'56"E
 262.22'

W LINE SW1/4,
 NW 1/4, SEC 8

OAKWOOD VILLAGE
 PLAT BOOK 28, PAGE 0097

KEITH LANE

LOT 16 LOT 15 LOT 14 LOT 13 LOT 12 LOT 11 LOT 10 LOT 9 LOT 8 LOT 7 LOT 6 LOT 5

N88°41'01"E 1,321.32'

E LINE SW 1/4,
 NW 1/4, SEC 8

PARCEL ID: 21-35-08-00-262
 ORB 879, PAGE 105
 S 1/4 OF SW 1/4 OF NW 1/4
 DRAINAGE EASEMENT PER
 ORB 678, PAGE 195
 S88°41'01"W 1,321.27'

70.00'
 262.22'
 332.22'
 N1°20'14"W

PARCEL 101
 2.12+/- ACRES

DRAINAGE EASEMENT PER
 ORB 678, PAGE 191

DRAINAGE EASEMENT PER
 ORB 678, PAGE 193

PARCEL ID: 21-35-08-00-266
 ORB 5356, PAGE 1441

PARCEL ID 21-35-08-00-501
 ORB 5623, PAGE 0807

PARCEL ID: 21-35-08-00-503
 ORB 5477, PAGE 0301



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

SCALE:
 1"=200'
 PROJECT NO. 17-09-072

SECTION 8
 TOWNSHIP 21 SOUTH
 RANGE 35 EAST

LEGAL DESCRIPTION

PARCEL #801

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

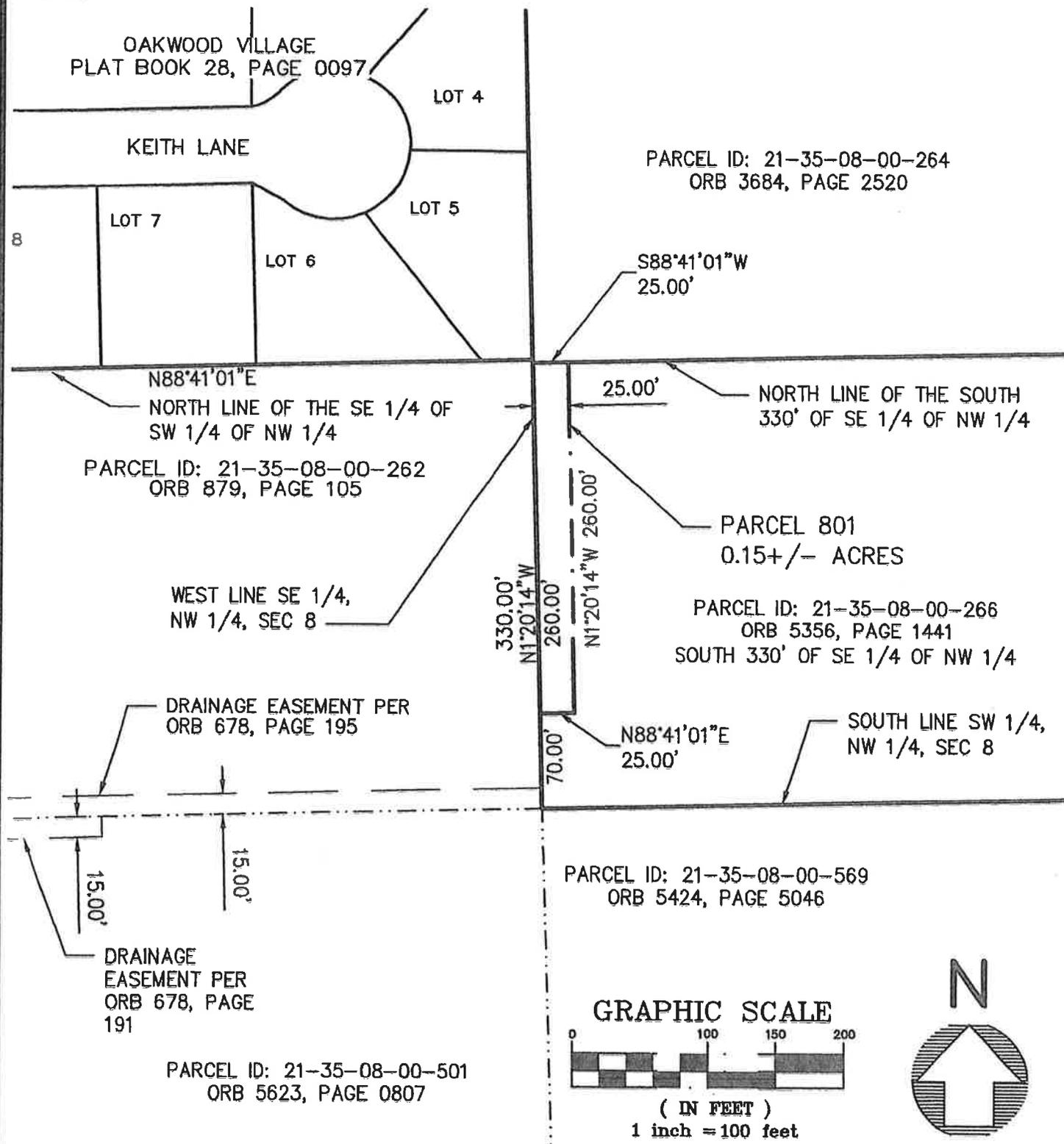
PURPOSE: BUFFER EASEMENT

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

LEGAL DESCRIPTION

EXHIBIT "C"

PARCEL #102

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

SECTION 07, TOWNSHIP 21 SOUTH, RANGE 35 EAST

PARENT PARCEL ID# 21-35-07-00-109

PURPOSE: FEE SIMPLE PARCEL

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 102, FEE SIMPLE PARCEL, (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION 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 NORTH 30.00 FEET OF 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 230 SQUARE FEET (0.005 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.
4. THE 15-FOOT WIDE DRAINAGE EASEMENT PER OFFICIAL RECORDS BOOK 678, PAGE 195 DOES NOT ENCUMBER THE PARENT PARCEL 21-35-07-00-109.

ABBREVIATIONS

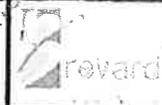
AC = ACRES
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 R/W = RIGHT OF WAY
 SQ FT = SQUARE FEET

SEC = SECTION
 T = TOWNSHIP

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	
DATE: OCTOBER 30, 2017	SHEET: 1 OF 2		4/9/18	MODIFY DESCRIBED AREA

LEGAL DESCRIPTION

PARCEL #102

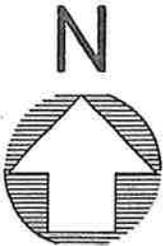
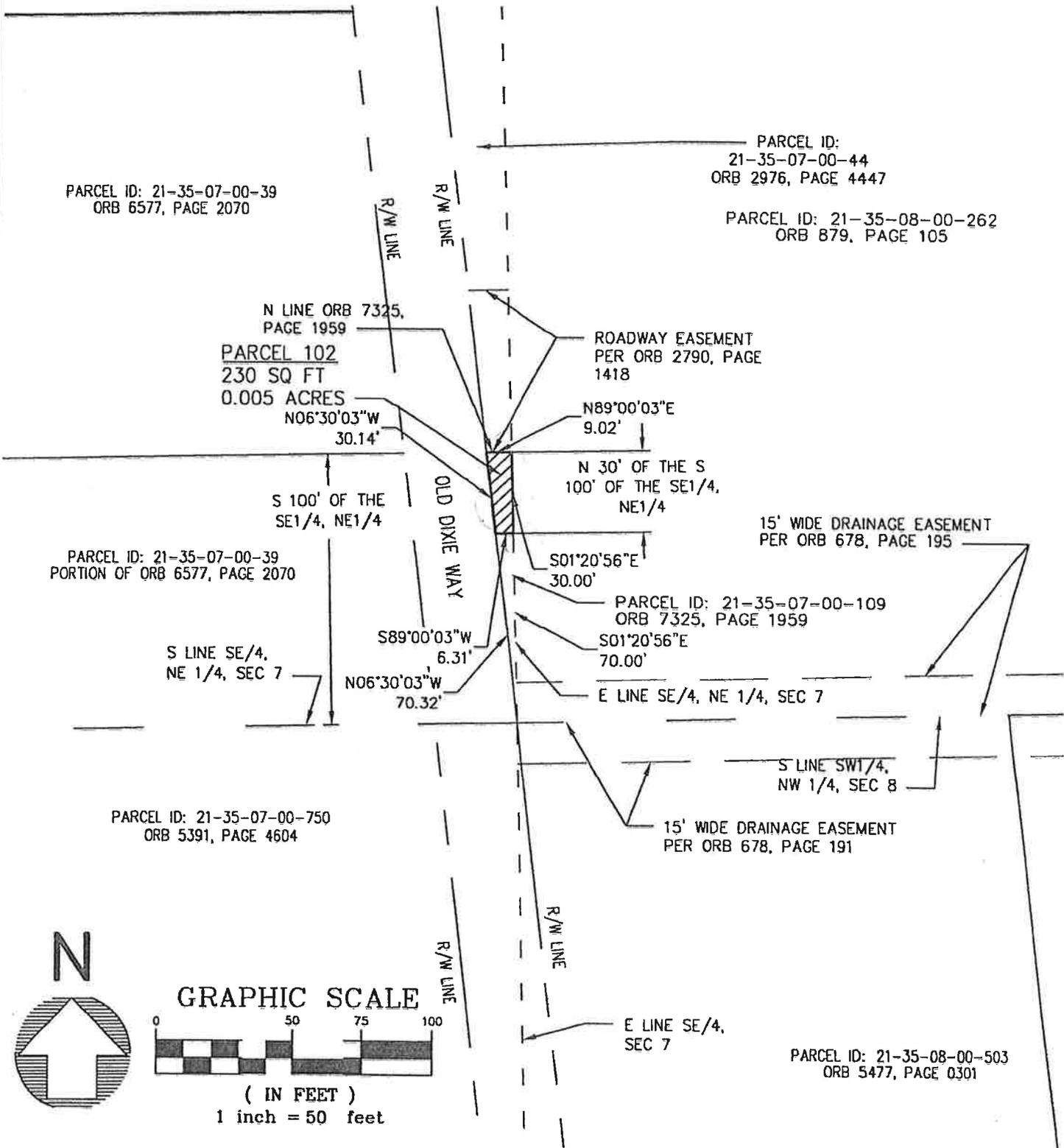
SECTION 08, TOWNSHIP 21 SOUTH, RANGE 35 EAST
 PARENT PARCEL ID# 21-35-07-00-109
 PURPOSE: DEED REITERATION

EXHIBIT "C"

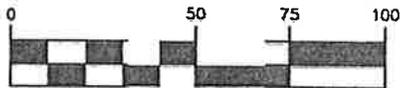
SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY



GRAPHIC SCALE



(IN FEET)
 1 inch = 50 feet



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

LEGAL DESCRIPTION

EXHIBIT "D"

PARCEL #802

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

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

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 802, EASEMENT, (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION 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 70.00 FEET OF 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 221 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.
4. THE 15-FOOT WIDE DRAINAGE EASEMENT PER OFFICIAL RECORDS BOOK 678, PAGE 195 DOES NOT ENCUMBER THE PARENT PARCEL 21-35-07-00-109.

ABBREVIATIONS

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



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

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

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: 04/09/18	SHEET: 1 OF 2			

LEGAL DESCRIPTION

PARCEL #802

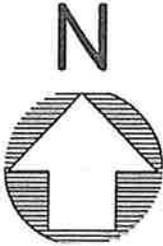
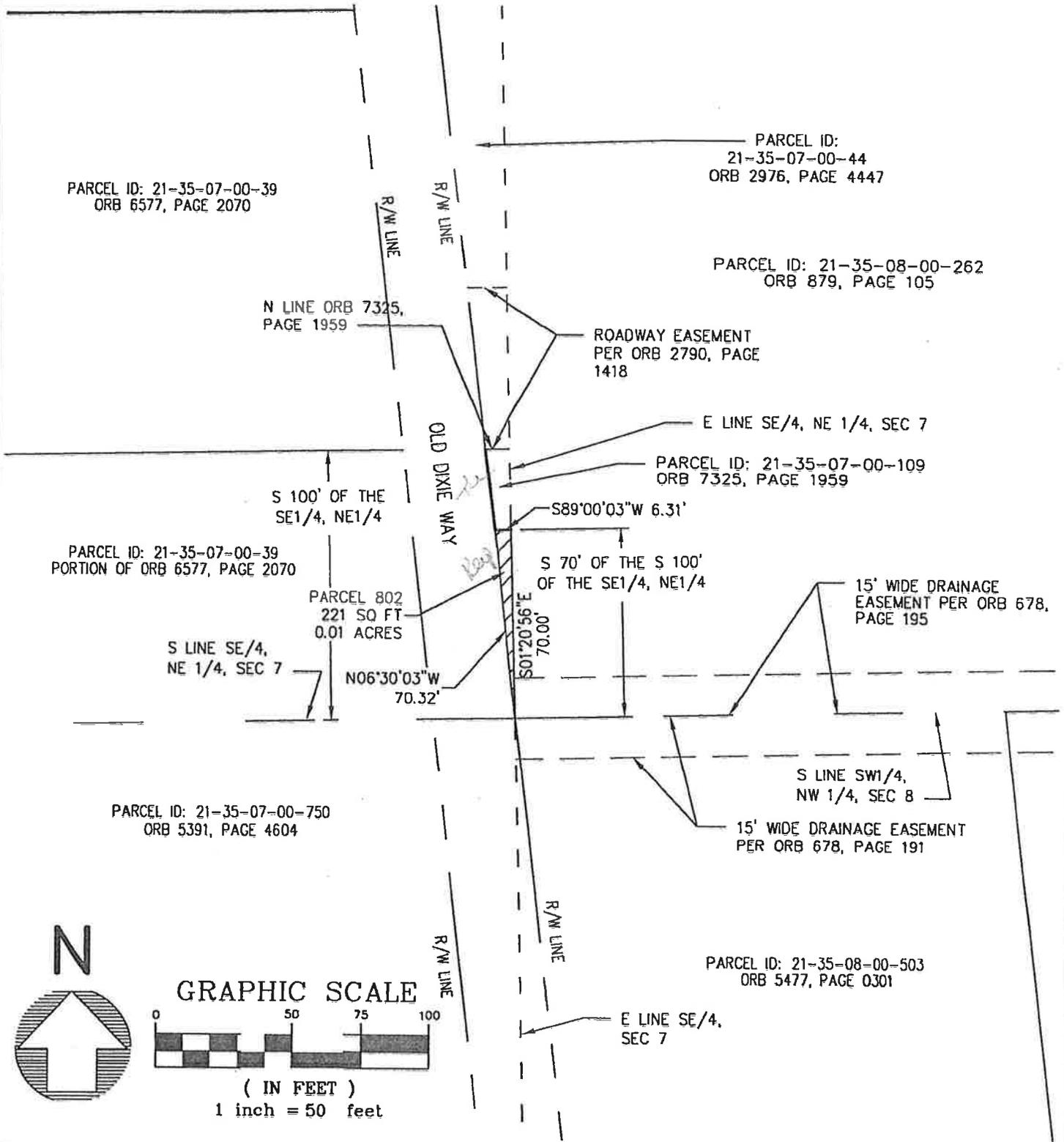
SECTION 08, TOWNSHIP 21 SOUTH, RANGE 35 EAST
PARENT PARCEL ID# 21-35-07-00-109
PURPOSE: EASEMENT

EXHIBIT "D"

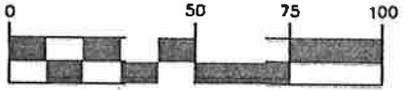
SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY



GRAPHIC SCALE



(IN FEET)
1 inch = 50 feet



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 "E"

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

WARRANTY DEED

GRANTOR: Robert Clay Kirk, a single man, and Ethyl May 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: _____, 2018

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, 2018.

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:

(Signature)

Robert Clay Kirk

(Print name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Robert Clay Kirk who is personally known to me or who has produced _____ as identification.

My commission expires:
(SEAL)

Notary Public

Ethyl May Kirk

(signature)

(Print name)

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Ethyl May Kirk who is personally known to me or who has produced _____ as identification.

My commission expires:
(SEAL)

Notary Public

EXHIBIT "F"

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 ETHYL MAY KIRK, a single woman

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

INTEREST: Easement

DATE: _____, 2018

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

Ethyl May 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 _____, 2018.

(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 Ethyl May 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 _____, 2018.

(Notary Seal)

Notary Public
My Commission Expires:

(Notary name printed, stamped or typed)

EXHIBIT "G"

Prepared by:

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

ACCESS AND DRAINAGE EASEMENT

GRANTOR: ROBERT CLAY KIRK, a single man, and ETHYL MAY KIRK, a single woman

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

INTEREST: Easement

DATE: _____, 2018

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 access and drainage easement.

Dated this the ____ day of _____, _____.

WITNESSES:

GRANTORS:

Witness signature

Robert Clay Kirk

Witness name typed, printed or stamped

Witness signature

Ethyl May 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 _____, 2018.

(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 Ethyl May Kirk, who is known to me or who produced _____ as identification and who did (did not) take an oath.

EXHIBIT "H"

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 10 m day of July, 2018 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 ETHYL MAY 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 B hereby incorporated by reference. In addition, the party of the first part ^{consent} reserves 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. Storage and road construction materials shall not substantially block or inhibit Kirk's access usage of the property. At the time the second party constructs improvements on the property transferred herein, existing drainage improvements and flow shall be maintained and adequate drainage capacity shall be provided by party of the second part for development of the Parcel shown at Exhibit "B". 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.

Property Appraiser's Parcel Identification Number: None

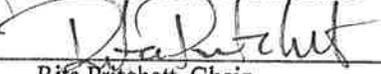
IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 

Rifa Pritchett, Chair

As approved by the Board on JUL 10 2018

Exhibit "I"
STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE: A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within 3 days thereafter, notify Seller in writing specifying defect(s). If the defect(s) render title unmarketable, Seller will have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall immediately be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) in the title within the time provided therefor. If Seller is unable to remove the defects within the times allowed therefor, Buyer shall either waive the defects or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligation under this Contract.

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

C. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in the Warranties section of the agreement.

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

E. TIME PERIOD: Time is of the essence in this Contract.

F. DOCUMENTS FOR CLOSING: Seller shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish closing statement.

G. EXPENSES: Documentary stamps on the deed, if required, and recording of corrective instruments shall be paid by Seller. Buyer will pay for the cost of recording the deed.

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

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

J. PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If abstract of title has been furnished, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. Proceeds of the sale shall be held in escrow by Seller's attorney or by another mutually acceptable escrow agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. The escrow and closing procedure required by this Standard shall be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (1993), as amended.

K. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. In the event of any litigation arising out of this contract, each party shall bear its own attorney's fees and costs. The parties hereby agree to waive trial by jury.

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

M. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

N. WARRANTY: Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed.

Reviewed for legal form and content:

_____, (Assistant) County Attorney

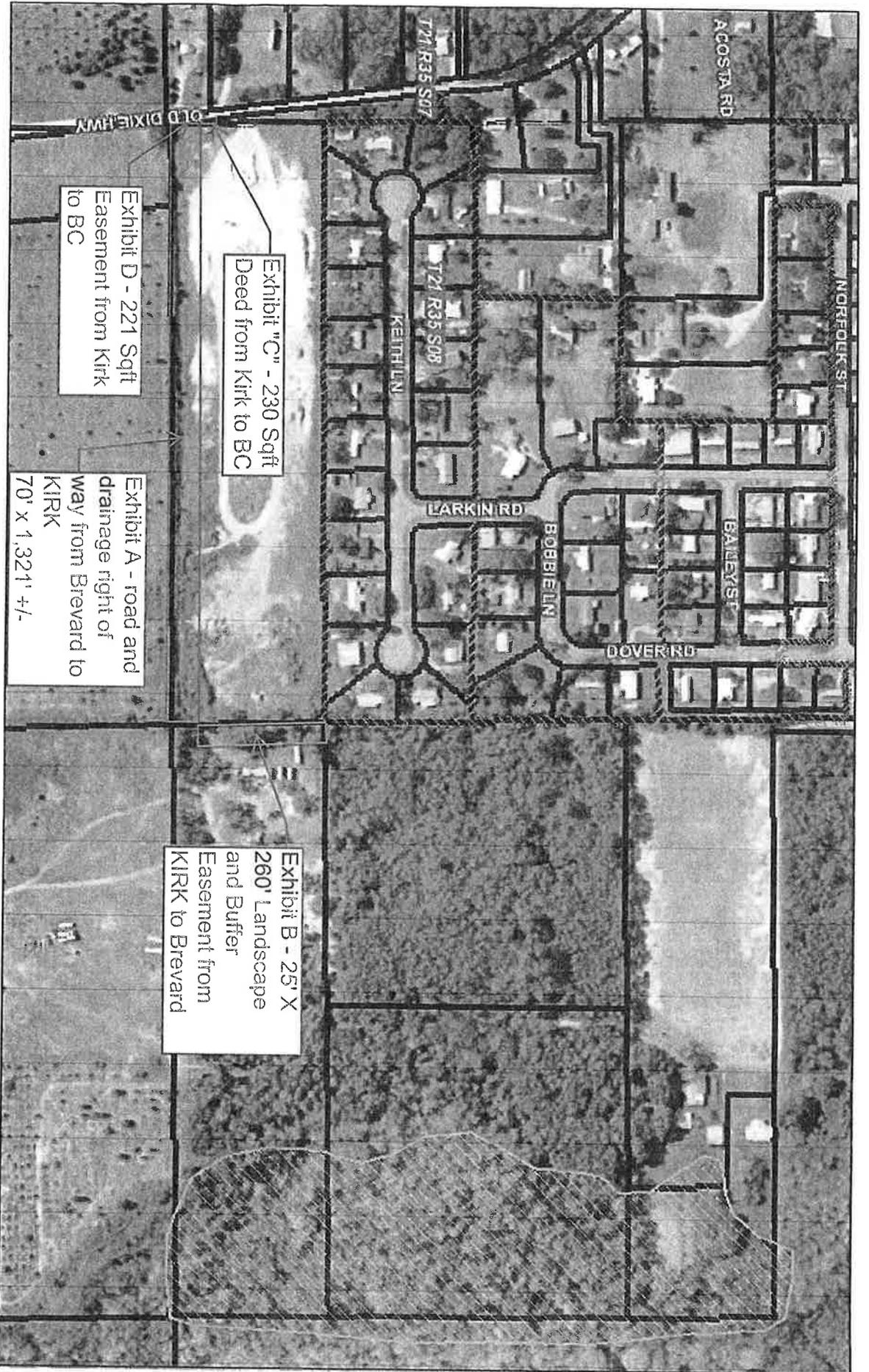


Exhibit "C" - 230 Sqft
Deed from Kirk to BC

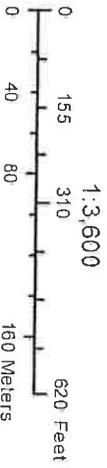
Exhibit D - 221 Sqft
Easement from Kirk
to BC

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

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

Composite of Exhibits related to the
KIRK / Brevard Exchange

- E
- L
- M
- P



November 9, 2015