

GIFT AGREEMENT

THIS AGREEMENT CONCERNING OSLO CEMETERY (“Gift Agreement”) is made and entered into the ___ day of December, 2018 by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida (hereinafter referred to as “County”), and MICHAEL W. GREGORY, M.D. *aka* OSLO CEMETERY, INC. (hereinafter referred to as “Owner”).

WITNESSETH:

WHEREAS, in 1986, the County deeded to Jane Louise Gregory a portion of land in Indian River County known as Oslo Cemetery, as set forth in the legal description in Exhibit A to the Corrective Deed of October 16, 1986 in O.R. Book 749, pages 1790 and 1791 (“the 1986 Deed”), and as more specifically described in Exhibit A hereto (“the Property”)

WHEREAS, the 1986 Deed provided in part that “GRANTOR [sic] HEREBY AGREES that said [P]roperty shall forever be used and maintained solely as a cemetery for the burial of deceased persons”; and

WHEREAS; the 1986 Deed further provided that “if this [P]roperty is ever not so used, then it shall automatically revert to the Grantee [sic]”; and

WHEREAS; in 2012, Jane Louise Gregory conveyed the Property to Owner by Quit-Claim Deed in Book 2579, pages 798-800; and

WHEREAS, the 2012 Quit-Claim Deed provided “THAT GRANTEE HEREBY AGREES that said [P]roperty shall forever be used and maintained solely as a cemetery for the burial of deceased persons, and, if this [P]roperty is ever not so used, then it shall automatically revert to the Grantor”;

WHEREAS, Owner now wishes to donate the Property to the County;

NOW, THEREFORE, the parties hereto do hereby covenant and agree as follows:

1. Recitals. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.
2. Owner’s Gift to County. No goods or services were provided by the County as consideration for this Gift Agreement.
3. Conveyance to Property to County. As a donation to County, Owner agrees to execute and shall deliver to County, simultaneously with the execution of this Gift Agreement, a Quit-Claim Deed conveying to County all of Owner’s title and interests in and to the described in Exhibit “A”, attached hereto and incorporated herein by reference. The Quit-Claim Deed shall be in form and content as set forth in Exhibit “B”, attached hereto and incorporated herein by reference. Owner agrees to pay the cost of state documentary stamps and recording fees for the recording of the Quit-Claim Deed.

4. Maintenance of Oslo Cemetery. County, County's agent and any future successors or assigns shall use and maintain Oslo Cemetery solely as a cemetery for the burial of deceased persons.

5. Modifications. This Gift Agreement may be amended only by a written instrument executed and acknowledged by the owners of all parcels benefiting from and burdened by the easement or easements, or rights or duties related thereto, being modified in any way by such amendment.

6. Venue. The venue of any litigation arising out of the Agreement shall be in Indian River County, Florida.

7. Value. As of the date of the conveyance of the Property, Owner shall obtain from a qualified, independent appraiser a good faith estimate of the Property's value as a cemetery.

8. Governing Law. The laws of the State of Florida shall govern this Agreement. Any provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof.

[The remainder of this page is intentionally left blank. Signatures begin on the following page.]