

REAL ESTATE EXCHANGE AGREEMENT

Between

INDIAN RIVER COUNTY AND BRIAN R. AND GAYLE P. WATSON

This Real Estate Exchange Agreement (Agreement) entered into this ____ day of _____, 2019 between Indian River County, a political subdivision of the State of Florida (“the County”) 1801 27th Street, Vero Beach, Florida 32960; and Brian R. and Gayle P. Watson, husband and wife, 475 43rd Avenue SW, Vero Beach, Florida 32968 (“Watson”).

WHEREAS, the County has future plans to widen and improve 43rd Avenue between Oslo Road and 4th Street that will require the utilization of part of the Watson property located on 43rd Avenue, Vero Beach, Florida; and

WHEREAS, the County owns a parcel of land adjacent to the west of the Watson property (former Stump Dump) that runs parallel to 43rd Avenue; and

WHEREAS, in order to mitigate the impact of the loss of property due to the future road expansion, the County has offered to exchange a portion of the Stump Dump property together with an easement for ingress/egress thereto in exchange for the needed Watson property; and

WHEREAS, the County and the Watsons hereby agree to an exchange of portions of their respective properties; and

WHEREAS, each party is indivisibly seized of their respective parcel of property and shall convey marketable title to their respective parcel by County or Warranty deed free of claims, liens, easements, and encumbrances, but subject to property taxes for the year of closing; and

WHEREAS, this Exchange Agreement is subject to final approval by the Indian River County Board of County Commissioners (BCC) through the adoption of a Resolution. Such an exchange is allowed under Section 125.37, Florida Statutes. Notice is required to be published once a week for two weeks before consideration by the BCC.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter, the Watsons and the County agree as follows:

1. The above recitals are true and correct and incorporated by reference into this agreement.
2. The County hereby agrees to convey by County Deed to the Watsons a 0.15 acre (6,475 sq. ft.) parcel of property depicted on the sketch and legal description attached and incorporated by reference to this Agreement as Exhibit A.

3. The County also agrees to convey an exclusive 20' wide easement for ingress and egress off of 5th Street SW to the 0.15 acre property as depicted on the sketch and legal description attached and incorporated by reference to this Agreement as Exhibit B.
4. The Watsons hereby agree to convey to the County by Warranty Deed a 0.13 acre (5,710 sq. ft.) parcel of property depicted on the sketch and legal description attached and incorporated by reference to this Agreement as Exhibit C.
5. Each party shall convey marketable title to their respective parcels by County or warranty deed free of claims, liens, easements, encumbrances and property taxes prorated for the year of closing.
6. If the Watsons are required to obtain a partial release of mortgage on the property they convey to the County, the County will agree that the partial release may be held in escrow until the closing of this exchange.
7. The Watsons agree to provide evidence of property insurance covering the easement in the amount of \$500,000.00 for Personal Liability together with naming the county as an additional interest and providing a certificate of said insurance to the County.
8. The Watsons shall remove any of their personal property from the property conveyed to the County prior to the date of Closing.
9. Each Party shall be responsible for preparation of its own Closing documents and each party shall hold any deed in escrow until the Closing Date.
10. The County shall pay the following expenses at Closing: The cost of recording the warranty deed from the Watsons.
11. The Watsons shall pay the following expenses at or prior to Closing:
 - a. Any and all taxes prorated to the Closing date.
 - b. All costs necessary to cure title defect(s) or encumbrances, other than the permitted exceptions, and
 - c. All costs to satisfy or release of record all existing mortgages, liens or encumbrances upon the Property conveyed to the County.
 - d. All costs to record the County Deed and Ingress/Egress Easement.
12. In the event a dispute arises over this agreement, the Watsons and the County shall each pay their own attorneys' fees and costs.
13. This Agreement with its attachments constitutes the entire agreement between the parties with respect to this transaction and supersedes all prior agreements, written or oral.

IN WITNESS WHEREOF, the undersigned have executed this Exchange as of the date first set forth above.

BRIAN R. AND GAYLE P. WATSON
HUSBAND AND WIFE

Brian R. Watson
Brian R. Watson

Date Signed: 7/5/19

Gayle P. Watson
Gayle P. Watson

Date Signed: 7/5/19

Witness:
Sign: Deborah L. Seagrave
Print name: Deborah L. Seagrave

Witness:
Sign: Emily C. Davis
Print name: Emily C. Davis

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

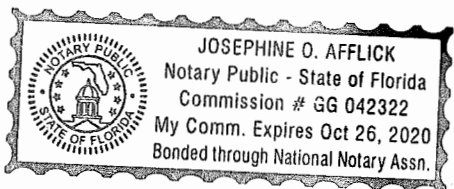
The foregoing instrument was acknowledged before me this 5th day of July, 2019, by Brian R. and Gayle P. Watson and who are personally known to me or produced FL Drivers License as identification.

NOTARY PUBLIC

JO AFFLICK

printed name:
Commission No.:
Commission Expiration:

SEAL:



IN WITNESS WHEREOF, the undersigned have executed this Exchange as of the date first set forth above.

INDIAN RIVER COUNTY BOARD
OF COUNTY COMMISSIONERS

Bob Solari, Chairman
Date Signed: _____

ATTEST: JEFFREY R. SMITH
CLERK TO THE BOARD AND COMPTROLLER

By: _____
Deputy Clerk

APPROVED:

By: _____
Jason E. Brown
County Administrator

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
William K. DeBaal
Deputy County Attorney

Sketch and Legal Description for: INDIAN RIVER COUNTY

Legal Description

Being a Parcel of land lying in Tract 8, Section 21, Township 33 South, Range 39 East, According to the Last General Plat of Lands of the Indian River Farms Company Subdivision, as recorded in Plat Book 2, Page 25, Public Records of St. Lucie County, Florida, now lying and being in Indian River County, Florida; Said Parcel being the East 60.0 feet of the North 107.91 feet of the South 368.11 feet of the following described Lands to wit:

West 10 acres of the East 20.54 acres of Tract 8, Section 21, Township 33 South, Range 39 East, according to the Last General Plat of Indian River Farms Company, filed in the Office of the Clerk of the Circuit, St. Lucie County, Florida, now lying and being in Indian River County, Florida.

LESS AND EXCEPT

The East 60 feet of the North 170.20 feet of the South 260.20 feet of the West 10 acres of the East 20.54 acres of Tract 8, Section 21, Township 33 South, Range 39 East, according to the Last General Plat of Lands of the Indian River Farms Company recorded in Plat Book 2, Page 25 of the Public Records of DST. Lucie County, Florida.

ALSO LESS AND EXCEPT

The North 60 feet of the South 90 feet thereof for additional 5th Street S.W. Right of Way.

The East line of the herein described Parcel is intended to be coincident with those lands as described Official Record Book 1787, Page 1248.

Surveyor's Notes

1). This Sketch and Legal Description was prepared with the benefit of a Boundary Survey prepared by Indian River County Public Works Department, Job No. 1846, Dated September 18, 2018. Together with the Last General Plat of the Lands of the Indian River Farms Company Subdivision, Recorded in Plat Book 2, Page 25, Public Records of St. Lucie (now Indian River County), Florida.

2). This legal description shall not be valid unless:

- (a) Provided in its entirety consisting of 2 sheets, with sheet 2 showing the sketch of the description.
- (b) Reproductions of the description and sketch are not valid unless signed and sealed with an embossed surveyor's seal.

Legend and Abbreviations

- D.B. = DEED BOOK
- I.R.F.W.C.D. = INDIAN RIVER FARMS WATER CONTROL DISTRICT
- L = LENGTH OF ARC
- LLC = LIMITED LIABILITY COMPANY
- O.R.B. = OFFICIAL RECORD BOOK
- (P) = PLAT
- P.B. = PLAT BOOK
- PGE = PAGE
- PBS = PLAT BOOK ST. LUCIE
- Δ = DELTA ANGLE
- SQ. FT. = SQUARE FEET
- R = RANGE
- R/W = RIGHT-OF-WAY
- T = TOWNSHIP
- T.I.I.F. = TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
- TRS = TRUSTEES



Certification

(NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER)

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION OF THE PROPERTY SHOWN AND DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID SKETCH AND LEGAL IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR SURVEYS SET FORTH BY THE FLORIDA PROFESSIONAL BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATE STATUTES.

DATE OF SIGNATURE

DAVID M. SILON
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6139

This is not a Boundary Survey

AGENCY: **INDIAN RIVER COUNTY, FL
PUBLIC WORKS DEPT./ENGINEERING DIV.**

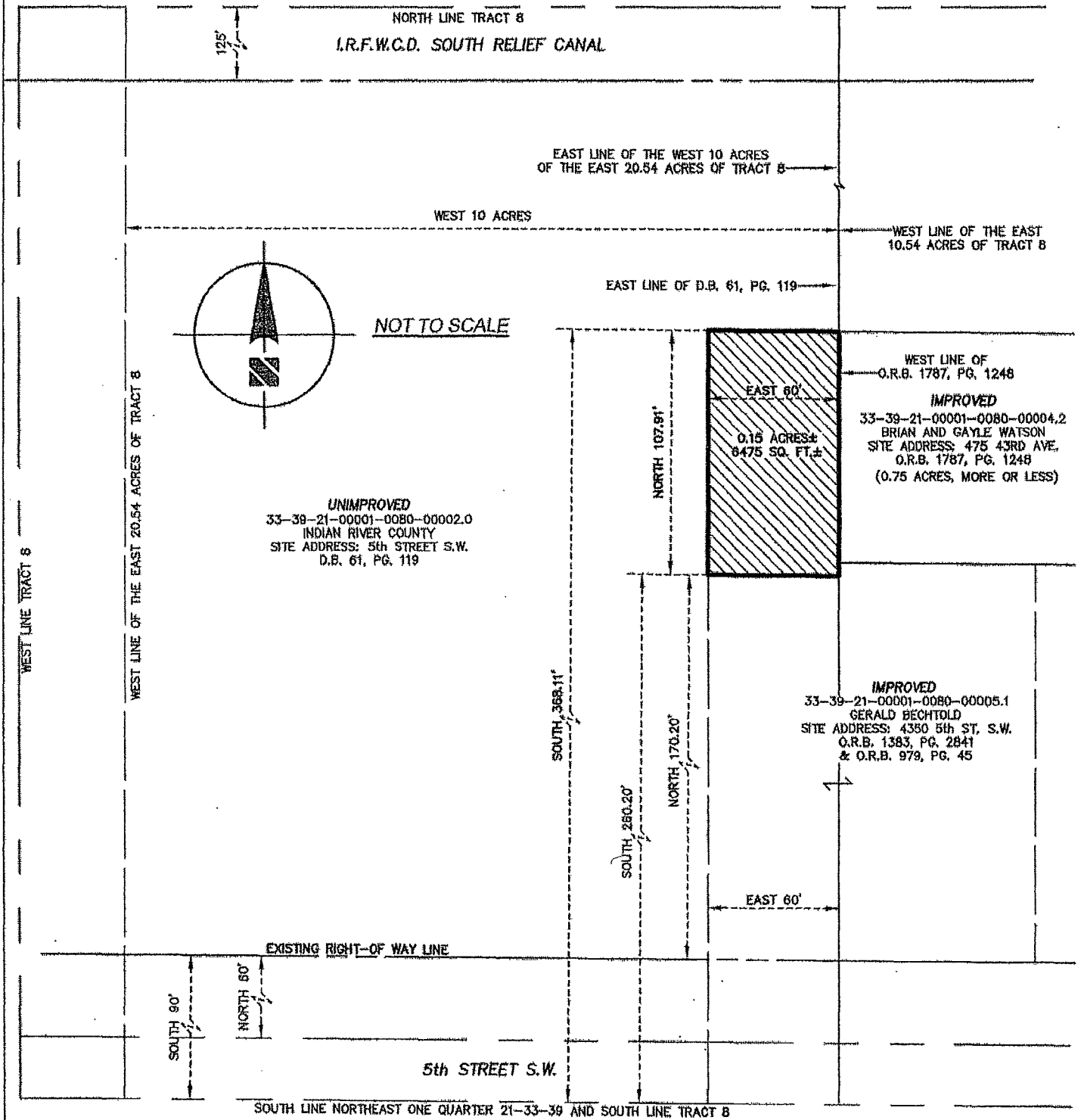
DATE: **9/19/18** DRAWN BY: **R. INGLETT**

SCALE: **N/A** APPROVED BY: **D. SILON**

SHEET: **1 OF 2** JOB NO: **1846**

*Sketch and Legal Description
for:
INDIAN RIVER COUNTY
(5th Street S.W.)*

Sketch and Legal Description for: INDIAN RIVER COUNTY



This is not a Boundary Survey

AGENCY: **INDIAN RIVER COUNTY, FL
PUBLIC WORKS DEPT./ENGINEERING DIV.**

DATE: **9/19/18** DRAWN BY: **R. INGLETT**

SCALE: **N/A** APPROVED BY: **D. SILON**

SHEET: **2 OF 2** JOB NO: **1846**

*Sketch and Legal Description
for:
INDIAN RIVER COUNTY
(5th Street S.W.)*

Sketch and Legal Description for: INDIAN RIVER COUNTY

EXHIBIT "B"

Legal Description (Ingress-Egress Easement)

Being a Parcel of land lying in Tract 8, Section 21, Township 33 South, Range 39 East, According to the Last General Plat of Lands of the Indian River Farms Company Subdivision, as recorded in Plat Book 2, Page 25, Public Records of St. Lucie County, Florida, now lying and being in Indian River County, Florida;
Said Parcel being the West 20.0 feet of the East 80.0 feet of the North 278.11 feet of the South 368.11 feet of the following described Lands to wit:

West 10 acres of the East 20.54 acres of Tract 8, Section 21, Township 33 South, Range 39 East, according to the Last General Plat of Indian River Farms Company, filed in the Office of the Clerk of the Circuit, St. Lucie County, Florida, now lying and being in Indian River County, Florida.

The East line of the herein described Parcel is intended to be coincident with those lands as described Official Record Book 1787, Page 1248.

Surveyor's Notes

1). This Sketch and Legal Description was prepared with the benefit of a Boundary Survey prepared by Indian River County Public Works Department, Job No. 1846, Dated October 30, 2018. Together with the Last General Plat of the Lands of the Indian River Farms Company Subdivision, Recorded in Plat Book 2, Page 25, Public Records of St. Lucie (now Indian River County), Florida.

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11-16-2018
DATE OF SIGNATURE

David M. Silon
DAVID M. SILON

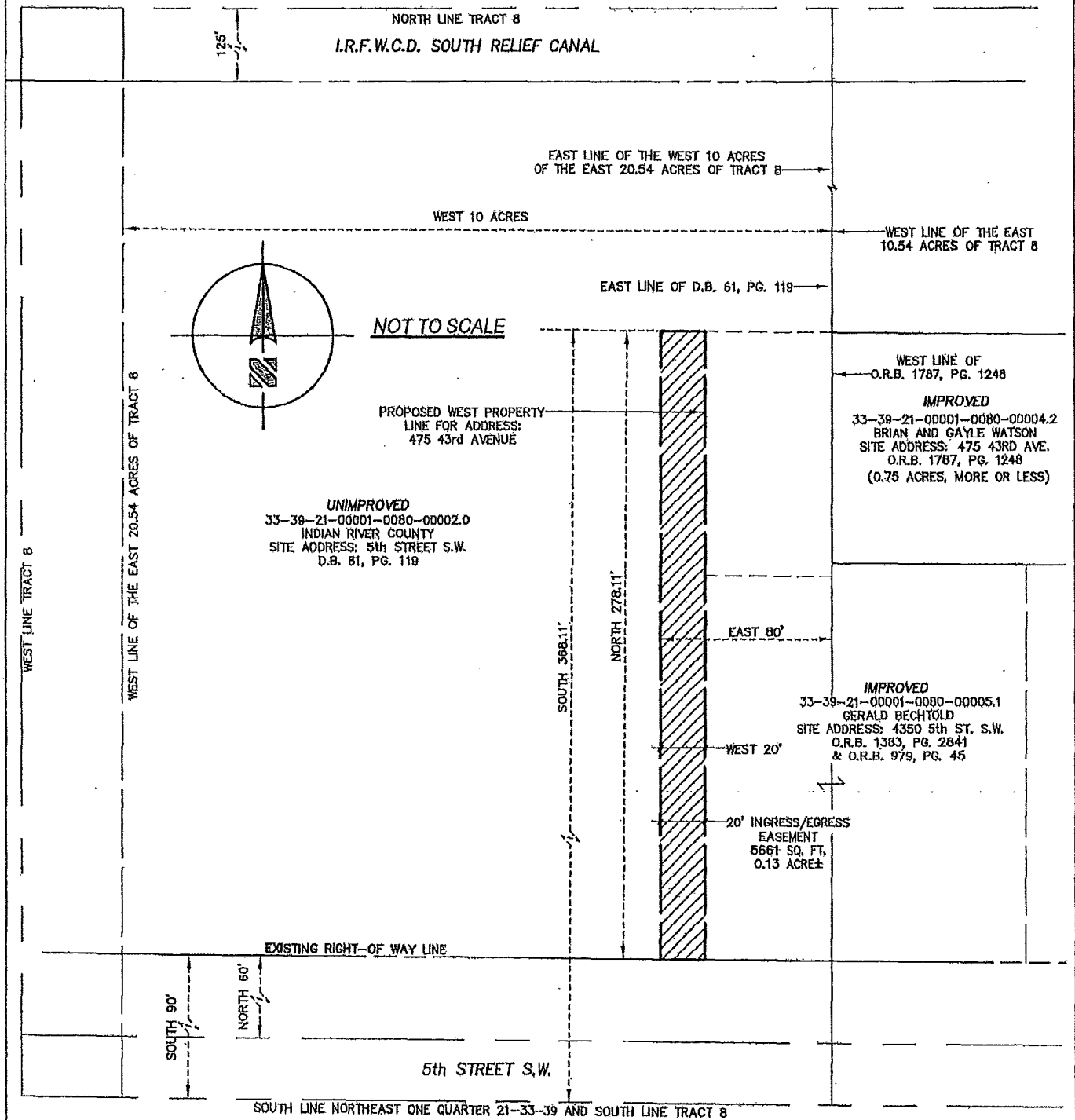
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 8139

This is not a Boundary Survey

AGENCY: INDIAN RIVER COUNTY, FL PUBLIC WORKS DEPT./ENGINEERING DIV.	
DATE: 11/16/18	DRAWN BY: R. INGLETT
SCALE: N/A	APPROVED BY: D.SILON
SHEET: 1 OF 2	JOB NO: 1846

Sketch and Legal Description
for:
INDIAN RIVER COUNTY
(5th Street S.W.)

Sketch and Legal Description for: INDIAN RIVER COUNTY



This is not a Boundary Survey

AGENCY: **INDIAN RIVER COUNTY, FL
PUBLIC WORKS DEPT./ENGINEERING DIV.**

DATE: **11/16/18**

DRAWN BY: **R. INGLETT**

SCALE: **N/A**

APPROVED BY: **D. SILON**

SHEET: **2 OF 2**

JOB NO: **1846**

*Sketch and Legal Description
for:
INDIAN RIVER COUNTY
(5th Street S.W.)*

Sketch and Legal Description for: INDIAN RIVER COUNTY

Legal Description (Right-of-way Acquisition)

Being a Parcel of land lying in Tract 8, Section 21, Township 33 South, Range 39 East, According to the Last General Plat of Lands of the Indian River Farms Company Subdivision, as recorded in Plat Book 2, Page 25, Public Records of St. Lucie County, Florida, now lying and being in Indian River County, Florida; Said Parcel being the East 56.0 feet of the following described Lands to wit:

PARCEL 1:

The South One Half of the South One Half of the North 407.81 feet of the South 5.54 acres of the East 10.54 acres of Tract 8, Section 21, Township 33 South, Range 39 East; according to the Last General Plat of Lands of the Indian River Farms Company Subdivision, as recorded in Plat Book 2, Page 25, of the Public Records of St. Lucie County, Florida; now lying and being in Indian River County, Florida;

LESS AND EXCEPT

That portion lying within 43rd Avenue (Clemens Avenue) and less the North 25 feet thereof.

PARCEL 2:

The North 25 feet of the following described property: The South 5.54 acres of the east 10.54 acres of Tract 8, Section 21, Township 33 South, Range 39 East, less Canal and less the North 407.81 feet, according to the Last General Plat of Lands of the Indian River Farms Company Subdivision, as recorded in Plat Book 2, Page 25, of the Public Records of St. Lucie County, Florida; now lying and being in Indian River County, Florida.

EXHIBIT C

Surveyor's Notes

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DATE OF SIGNATURE

DAVID M. SILON
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6139

This is not a Boundary Survey

AGENCY: **INDIAN RIVER COUNTY, FL
PUBLIC WORKS DEPT./ENGINEERING DIV.**

DATE: **9/19/18**

DRAWN BY: **R. INGLETT**

SCALE: **N/A**

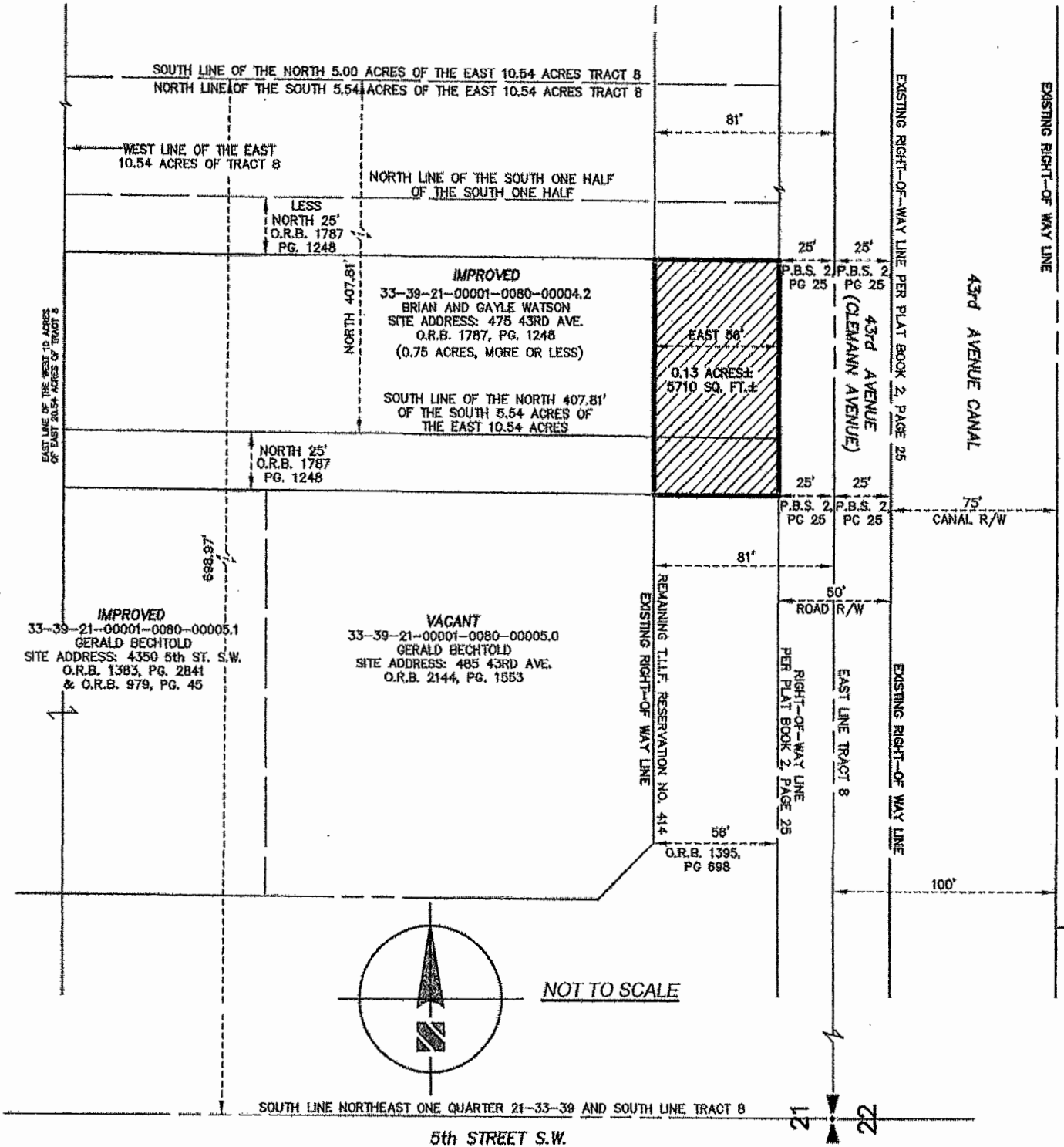
APPROVED BY: **D. SILON**

SHEET: **1 OF 2**

JOB NO: **1846**

*Sketch and Legal Description
for:
INDIAN RIVER COUNTY
(475 43rd Avenue)*

Sketch and Legal Description for: INDIAN RIVER COUNTY



This is not a Boundary Survey

AGENCY: **INDIAN RIVER COUNTY, FL
PUBLIC WORKS DEPT./ENGINEERING DIV.**

DATE: **9/19/18** DRAWN BY: **R. INGLETT**

SCALE: **N/A** APPROVED BY: **D. SILON**

SHEET: **2 OF 2** JOB NO: **1846**

*Sketch and Legal Description
for:
INDIAN RIVER COUNTY
(475 43rd Avenue)*