

## 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., individually, *d/b/a* OSLO CEMETERY, INC., unincorporated, (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 Oslo Cemetery, Inc. (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 of Property to County. As a donation to County, Owner agrees to execute and 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 Property described in Exhibit “A”, attached hereto and incorporated herein by reference, subject to the burial rights in two plots described in Paragraph 9, below. 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, which the County has the right to limit to those families who have relatives buried at the Oslo Cemetery.

5. Modifications. This Gift Agreement may be amended only by a written instrument executed and acknowledged by the Owner and County, and owners of any parcels benefiting from and burdened by any 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. Owner shall convey the Property without any representations or warranties regarding headstones, grave plates, fixtures or improvements. 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 Gift Agreement. Any provisions of this Gift Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof.

9. Burial rights of Jane Gregory-Benitez. The Owner and County hereby agree that Jane Gregory-Benitez *aka* Jane Louise Gregory and her husband Bonifacio "Ben" Benitez or any other two unnamed family members that Jane Louise Gregory-Benitez may designate shall have full burial rights with respect to the two plots on the Property indicated by the blue rectangular area of Exhibit "C" hereto. Burial rights to two plots may later be relocated within the Property by the written agreement of Jane Gregory-Benitez, or Owner if Jane Gregory-Benitez is deceased, and the County.

INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Michael W. Gregory, M.D., individually  
d/b/a Oslo Cemetery, Inc.,  
unincorporated

\_\_\_\_\_  
Bob Solari, Chairman

Attest  
Jeffrey R. Smith, Clerk of Circuit Court  
and Comptroller

Approved by BCC \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

Approved as to Form and Legal Sufficiency

\_\_\_\_\_  
Dylan Reingold  
County Attorney

## Exhibit A

Property hereby conveyed (the "Real Property") is described as follows:

A parcel of land lying in Section 24, Township 33 South, Range 39 East, Indian River County, Florida, described as follows:

That certain parcel of land bounded on the East by the Westerly right of way line of Old Dixie Highway, on the North by the Southerly right of way line of Third Street, S.W., on the West by the Easterly right of way line of Sixth Avenue, S.W., and on the South by the following described property:

From the Northwest corner of the Southeast quarter of the Northeast quarter of Section 24 in Township 33 South of Range 39 East, run South 210 feet to the Point of Beginning; thence run East 389 feet, more or less, to the centerline of Old Dixie Highway; thence run South along the centerline of Old Dixie Highway 113 feet to a point; thence run West 429 feet to the West line of said Southeast quarter of said Northeast quarter; and thence run North 108 feet to the Point of Beginning;

LESS, however, beginning at the Northeast corner of the previously described parcel of land; thence N 89° 33' 13" W, along the North line of said parcel, a distance of 133.11 feet; thence N 69° 07' 47" E, a distance of 124.00 feet to a point on the aforementioned Westerly right of way line of Old Dixie Highway; thence S 20° 52' 13" E, along said right of way line, a distance of 48.39 feet to the Point of Beginning.

THE PROPERTY BEING CONVEYED HEREIN IS NOT AND NEVER HAS BEEN THE HOMESTEAD PROPERTY OF THE GRANTOR.

This document was prepared by  
and should be returned to:  
Indian River County Attorney's Office  
1801 27th Street  
Vero Beach, FL 32960  
(772) 226-1425

EXHIBIT "B"

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this \_\_\_\_ day of December, 2018, by Michael W. Gregory, MD, individually, dba Oslo Cemetery, Inc., unincorporated, whose mailing address is 6670 East Indian Bend Road, Paradise Valley, Arizona 85253, to INDIAN RIVER COUNTY, a political subdivision of the State of Florida, Grantee, whose mailing address is 1801 27<sup>th</sup> Street, Vero Beach, Florida 32960.

WITNESSETH:

As a gift, Grantor quit-claims unto Grantee, its successors and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Indian River, State of Florida, to-wit:

See Exhibit "A"

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

Signed in the presence of:

sign: \_\_\_\_\_  
printed name: \_\_\_\_\_

By: \_\_\_\_\_  
Michael W. Gregory, MD., individually,  
d/b/a Oslo Cemetery, Inc.,  
unincorporated

sign: \_\_\_\_\_  
printed name: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of December, 2018, by Michael W. Gregory, MD., individually, d/b/a Oslo Cemetery, Inc., unincorporated. He is personally known to me or who has produced \_\_\_\_\_ (driver's license or passport) as identification.

NOTARY PUBLIC

sign: \_\_\_\_\_  
printed name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
Commission Expiration: \_\_\_\_\_

**ACCEPTANCE**

**INDIAN RIVER COUNTY, a political  
subdivision of the State of Florida**

ATTEST: Jeffrey R. Smith, Clerk of  
Circuit Court & Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Bob Solari, Chairman  
Board of County Commissioners

BCC approved: December 18, 2018

# EXHIBIT "C"

Grantor reserves the right, interest and claim to bury family members of Grantor in the blue area, below.

