

**RESIDENTIAL PURCHASE AND SALE AGREEMENT - FLORIDA**

1. **Parties:** This Agreement represents an agreement made effective as of the date when the last one of Buyer and Seller has signed at the end of this document (the "Effective Date") by and between TD Bank, N.A. (hereinafter referred to as "Seller"), and Indian River County, of 1801 27<sup>th</sup> St Vero Beach FL 32960 (hereinafter referred to as "Buyer").
2. **Property:** Seller agrees to sell, and Buyer agrees to purchase, a certain parcel or parcels of land with the buildings thereon situated at See Exhibit A the same parcel conveyed to TD Bank by deed dated \_\_\_\_\_ and recorded in the \_\_\_\_\_ County Registry of Deeds in Book \_\_\_\_\_, page \_\_\_\_\_ (the "Prior Deed"), see attached Exhibit A (hereinafter, collectively the "Property"). The Property shall not include any personal property, except the following specifically included personal property: N/A.  
**BUYER is aware that SELLER acquired the Property by way of FORECLOSURE, DEED IN LIEU OR SIMILAR PROCESS, and that SELLER is selling and BUYER is purchasing the Property in its "EXISTING CONDITION" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE.**
3. **Closing:** The closing of this transaction shall occur, and the closing documents required to be furnished by Buyer and Seller (the "Closing") shall take place on or before \_\_\_\_\_ (the "Closing Date"), provided that Buyer and Seller may agree in writing to extend the date for Closing. Closing will take place at the office of the Closing Agent; however, Closing may be conducted by mail or electronic means. The deed shall be recorded upon receipt of "Collected" closing funds.
4. **Purchase Price:** The agreed purchase price for the Property (the "Purchase Price") is **Three thousand five hundred** Dollars (**\$3,500.00**) to be paid by Buyer as follows:
  - (i) a deposit of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) on the Effective Date ("Initial Deposit");
  - (ii) an additional deposit of 0 Dollars (\$0) due 0 days after the Effective Date (the "Additional Deposit") (the Initial Deposit and the Additional Deposit collectively referred to as the "Deposit"). The Deposit shall be held in escrow by Gullett Title Address: **401 St Johns Ave Palatka FL 32177** Phone: **386-326-5106** Email: **Nancy@gulletttitle.com** Fax: \_\_\_\_\_ (the "Escrow Agent"). The Deposit is nonrefundable, except as specifically provided in this Agreement. The remaining balance of the Purchase Price shall be due and payable at the time of the Closing in "Collected" funds. For purposes of this Agreement, "Collected" funds shall mean funds that have been finally collected and deposited in the Account of the Escrow Agent or the Closing Agent. Seller shall retain any and all interest on the Deposit.
5. **OFAC:** Neither the Buyer nor any of its affiliates or beneficial owners, or any of its or its affiliates' respective officers, directors, agents, partners, members, beneficial owners, controlling entities or employees: (i) is a country individual or entity named on the Specifically Designated National and Blocked Persons (SDN) list issued by the Office of Foreign Asset Control of the Department of the Treasury of the United States of America; or (ii) is a party to or is otherwise involved in any present or threatened litigation or is aware of any of Buyer's affiliates or beneficial owners or any of Buyer's or its

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affiliates' respective officers', directors', partners', members', beneficial owners', and controlling entities' involvement in any pending or threatened litigation affecting the Seller or any of Seller's affiliates.

6. **Contingencies/Right to Cancel:**

- (a) Buyer shall have 0 (if left blank, then 15) days after the Effective Date (the "Inspection Period") to conduct a building inspection, radon air and water test, sewage disposal system test, asbestos test, lead paint test, and domestic water test (if private water supply), all paid by Buyer. ***If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Agreement by delivering written notice of such election to Seller prior to expiration of the Inspection Period. If Buyer timely terminates this Agreement, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Agreement; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Agreement). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.***
- (b) Notwithstanding paragraph 6(a) above, Buyer acknowledges full satisfaction with the physical condition of the Property and that Seller has made no representation, promise, or warranty of any kind on which Buyer has relied relating to the physical condition or history of the Property, and Buyer covenants and agrees that Buyer will accept the Property in its present condition. Seller disclaims all warranties of fitness for a particular purpose or of merchantability or habitability, either expressed or implied. Buyer agrees to take the Property "AS IS".
- (c) There is no financing contingency, and Buyer will pay cash at Closing, unless the information required to be completed in this paragraph 6(c) regarding financing is fully completed, in which case, this Agreement is contingent upon Buyer receiving a commitment for financing for up to **cash**% of the Purchase Price based on Buyer's creditworthiness and the type of real estate being purchased (the "Financing Contingency"). If Buyer is unable to obtain financing, Buyer must notify Seller in writing and provide proof that financing has been denied within **N/A** days after the Effective Date of this Agreement; otherwise, the Financing Contingency will be considered waived, and the Financing Contingency will not be grounds for Buyer to terminate this Agreement. Buyer shall make its loan application for financing within 5 days after the Effective Date and use good faith and diligent effort to obtain a written loan commitment and close this Agreement. Buyer shall keep Seller fully informed about the status of the loan application and

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authorizes Buyer's mortgage broker and lender to disclose such status to Seller. If Buyer timely cancels this Agreement pursuant to this Section 5(c), the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Agreement.

7. **Deed/Title:** The Property shall be conveyed to Buyer by Special Warranty Deed. At least \_\_\_\_\_ (if blank, then 15) days after the Effective Date, Buyer shall obtain a title insurance commitment from the Closing Agent and provide Seller with the title insurance commitment and legible copies of instruments listed as exceptions attached thereto (the "Title Commitment"). The owner's title policy premium, lender's title policy and endorsements, title search, municipal lien search and closing services shall be paid by Buyer. Within the Inspection Period, Buyer may, at Buyer's expense, have the Property surveyed by a registered Florida surveyor (the "Survey"). If the Title Commitment or Survey reveals any matters or defects other than the Permitted Exceptions which render title of the Property unmarketable, Buyer shall notify Seller in writing of any such defects prior to the end of the Investigation Period ("Buyer's Title Notice"), and a failure to so notify Seller within the aforesaid time period shall be deemed as notice to Seller that Buyer has elected to waive such defects, if any, and to proceed with the transaction contemplated hereby. "Permitted Exceptions" shall mean (i) standard title exceptions and other matters customarily contained in an ALTA owner's title insurance policy, (ii) recorded easements, covenants, and restrictions affecting the Property, (iii) building restrictions, (iv) matters described in the Prior Deed, (v) impairments, impediments, barriers, obstacles, easements, or encroachments otherwise of record or visible upon the Property, (vi) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by government authority, (vii) restrictions and matters appearing on the Plat or otherwise common to the subdivision, (viii) outstanding oil, gas and mineral rights or record without right of entry, (ix) taxes for year of Closing and subsequent years, (x) assumed mortgages or purchase money mortgages, (xi) unplotted public utility easements, (xii) other nonmonetary matters of record that do not impair the marketability of the Property, and (xiii) other matters approved or waived by Buyer. Upon receipt of a Buyer's Title Notice, Seller may either: (1) cure such title defect in a reasonable time, and the Closing Date shall be extended accordingly, or (2) notify Buyer in writing that Seller will not cure the title defect, in which case the Deposit shall be returned to Buyer, and Buyer and Seller shall be released of all further obligations under this Agreement; provided, however, Buyer may within 5 days after receipt of Seller's notice that Seller will not cure the title defect, notify Seller that Buyer will purchase the Property, subject to such uninsurability or defect, for the full Purchase Price, in which case the Closing will occur on the Closing Date (or if the Closing Date has passed, within ten (10) days of Seller's receipt of such written request).
8. **Real Estate, Transfer Taxes, and Other Closing Costs:** Any and all unpaid real estate taxes, assessments, and/or sewer user fees shall be prorated as of the day prior to the Closing Date. All prorations are final the date of settlement. Buyer shall pay for (i) documentary stamp taxes, transfer taxes, and surtax on deed, if any, (ii) HOA/Condominium Association estoppel fees, application, and transfer fees, (iii) taxes (not limited to documentary stamp taxes and intangible taxes) and recording fees on notes, mortgages, and financing statements, (iv) loan expenses and fees, (v) appraisal fees, (vi) Buyer's inspections, (vii) Buyer's attorneys'

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fees, (viii) insurance related to the Property, and (ix) all other closing costs, fees, or taxes not specifically listed as a Seller expense in this Agreement. Seller shall pay for (i) the cost of preparing and recording the deed, (ii) recording and other fees needed to cure title, and (iii) Seller's attorneys' fees.

9. **Risk of Loss:** The risk of loss or damage to the Property by fire or otherwise until the Closing is assumed by Seller; provided, however, that Seller undertakes no duty to maintain or preserve any personal property or contents at the Property, and the entire risk of loss regarding such personal property and contents prior to settlement is strictly and only on Buyer, no matter the cause and no matter the degree or type of damage to such personal property.
10. **Possession:** Buyer shall be entitled to possession only at Closing. The Property may be occupied by third parties at the time of Closing, and the Property is sold subject to any claims such third parties may have to continue in possession. Seller makes no representations or promises regarding the rights of such occupants or Buyer's ability to retain or eject the occupants.
11. **Disclaimer ("As-Is"):** No representations or warranties of any kind are made with respect to the Property, including, without limitation, its condition or any use to which it may be put. Buyer acknowledges that the Property is being sold on an "AS IS," "WHERE IS," "WITH ALL DEFECTS" basis, and any and all warranties, express, implied, or otherwise, including, without limitation, the warranties of habitability, merchantability, marketability, and fitness for any purpose, shall be and hereby are disclaimed. Seller acquired this Property through an assignment at foreclosure. Seller makes no warranties, either verbal or written, expressed or implied, to anyone concerning the property, its merchantability, fitness for use for a particular purpose, or otherwise including, but not limited to, any related equipment, fixtures, or mechanical systems. Seller makes no representations concerning existing zoning ordinances. No representation or warranty is made as to the Property's compliance with any laws, rules, regulations, or ordinances, including, without limitation, any of the same pertaining to zoning, environmental law, or hazardous waste. Seller and its officers, employees, agents, and attorneys shall have no responsibility or liability for loss of assets, loss of income, loss of time, inconvenience, commercial loss, and/or any incidental or consequential damage, loss, or injury. Buyer acknowledges that Buyer has had a full and unrestricted opportunity to inspect the Property, free of any coercion from and without relying upon any representations by Seller. Buyer is not entitled to rely on any representations or warranties regarding the Property and any such representations or warranties have not been authorized by Seller or its officers, employees, agents, or attorneys. Seller takes no responsibility for and shall not be liable as a result of such representations or warranties. It is acknowledged and agreed to by Buyer that the property is being sold as salvage and that it might not be occupied in its current condition. It is acknowledged and agreed to by Buyer that the property may require a certificate of continued occupancy or similar certification or compliance with State Code. No such certificates will be provided by Seller. Any required Certificate of Occupancy or other certificates required for the sale, transfer, or occupancy of the Property shall be obtained by Buyer. Buyer acknowledges that substantial repairs may be required before such certificates may be obtained. Buyer agrees to assume responsibility for any repairs to the Property including those required to obtain such

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- certificates. Buyer waives any claims against Seller for any damages or defects pertaining to the physical condition of the Property. The terms of this paragraph shall survive closing.
12. **Time:** All dates, times, and time periods set forth in this Agreement are hereby expressly made to be of the essence of this Agreement. Calendar days shall be used in computing time periods. Any time periods which shall end or occur on a Saturday, Sunday, or national legal holiday shall extend to the next business day.
  13. **Real Estate Broker:** All parties to this Agreement represent that **N/A** is Seller's listing real estate broker involved in this transaction, and that the sale is co-brokered by **N/A** representing **buyer**. Seller shall pay a real estate commission as provided for in its agreement with the listing broker, and the parties agree that no other real estate broker is due any commission on this transaction. Buyer hereby indemnifies and holds Seller harmless from any and all claims of any real estate broker or other party who was, may have been, or who otherwise alleges that he/she/it or they were engaged by Buyer and is entitled to a real estate commission or any other fee associated with the Buyer's purchase of the Property.
  14. **Buyer's Default:** If Buyer fails to close as agreed, then Seller shall, at its option (i) retain Buyer's deposit as agreed upon liquidated damages, consideration for execution of this Agreement, and in full settlement of any claims, whereupon, Buyer and Seller shall be relieved from all other further obligations under this Agreement, and/or (ii) pursue other damages as available at law or equity, including recovery of cost and fees (including reasonable attorney's fees through and including appeal) incurred due to Buyer's default from Buyer.
  15. **Seller's Default:** If Seller is unwilling or unable to close pursuant to this Agreement contract, its sole obligation shall be to return the Buyer's deposit to Buyer. Buyer shall have no other claims for damages or any other equitable remedy. Buyer waives any right Buyer might have to assert claims for or seek consequential damages, delay damages, or damages related to loss of profit, and Buyer specifically waives the right to sue for specific performance.
  16. **Merger:** This Agreement represents the entire contract between Buyer and Seller. No oral or other representations have been made by Seller or its agents to induce Buyer to sign this Agreement. This Agreement contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated herein, and no prior agreements or representations shall be binding upon Buyer or Seller, unless included in this Agreement or any attached rider.
  17. **Non-Assignment:** Buyer may not assign this Agreement without the written consent of Seller, which may be withheld without explanation and for any reason.
  18. **Offer:** The offer shall be valid until \_\_\_\_ at \_\_\_\_ and, in the event of Seller's non-acceptance, the Deposit shall be promptly refunded to Buyer.
  19. **Riders:** See Indemnity Agreement; Existing Condition Acknowledgment; and Water Damage, Toxic Mold, and Environmental Disclosure, Release, and Indemnification Agreement attached hereto and made a of this Agreement by this reference and which shall survive the closing.

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20. **Recording:** Neither this Agreement nor any memorandum or other summary of this Agreement shall be placed on public record under any circumstances except with the prior written consent of Seller, which consent may be withheld or conditioned in Seller's sole, absolute, and subjective discretion.
21. **Flood Zone:** The federal and state governments have designated certain areas as "flood areas." This means that they are more likely to have floods than other areas. Buyer waives any right he or she may have to cancel this Agreement if the property is located in a flood area.
22. **Sufficient Assets:** Buyer represents that as of the signing of this Agreement, Buyer has all necessary cash assets to complete the transaction contemplated in this Agreement (together with the mortgage referred to in Paragraph 5(c)). Should Buyer not have sufficient cash assets at the time of Closing, Buyer will be in breach of the Agreement and Seller shall be entitled to any remedies as provided by law. Buyer further represents that the purchase of this Property is NOT contingent upon the sale of any other real estate or personal property.
23. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, and the exclusive venue for resolution of all disputes shall lie in the circuit court in and for the county where the Property is located.
24. **Municipal Certificates:** Prior to Closing, solely at Buyer's cost and expense, Buyer shall obtain any and all smoke detector, carbon monoxide detector, and fire extinguisher certificates, certificates of occupancy, and any other certificates that may be required for the Closing of this Property.
25. **Notification of Radon Gas for Properties in Florida:** In compliance with the requirements of Florida Statute 404.056 (5) the following information on radon gas is provided to Buyer:

Radon Gas: Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
26. **Mold.** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
27. **Energy Brochure:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
28. **Lead-Based Paint:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
29. **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS AGREEMENT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
30. **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT**

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**TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**

31. **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
32. **Coastal Properties.** The property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including the delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the property being purchased.
33. **Escrow Agent.** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and disburse them in accordance with terms and conditions of this Agreement. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this paragraph, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Agreement, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order. Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to

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Agent's willful breach of this Agreement or Agent's gross negligence. This paragraph shall survive Closing or termination of this Agreement.

34. **Force Majeure.** Buyer or Seller shall not be required to perform any obligation under this Agreement or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of Buyer or Seller, and which, by: exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure prevents performance under this Agreement, provided, however, if such Force Majeure continues to prevent performance under this Agreement more than 14 days beyond Closing Date, then either party may terminate this Agreement by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Agreement.
35. **Notice.** Notice and delivery given by or to the attorney representing a party shall be effective as if given by or to that party. Notices must be in writing and may be by mail, personal delivery or electronic means. A facsimile or electronic copy of this Agreement and any signatures hereon shall be considered for all purposes as an original. Notice shall be deemed to have been duly given as of the date and time the same are personally delivered, or within five (5) days after depositing same with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) business day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, or the same day of delivery by email.
36. **Miscellaneous.** This Agreement shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Failure of Buyer or Seller to enforce any provision of this Agreement shall not constitute a waiver of such provision or other provisions or rights. No modification to or change in this Agreement shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties.

I/We (Indian River County) hereby state that I/we am/are not employed by The Toronto-Dominion Bank or any of its subsidiaries or affiliated corporations (the "Bank") nor am I/are we related in any way with solicitors or agents retained by or on behalf of the Bank in relation to the property that is the subject of this transaction and confirm that I am/we are dealing at arm's length with the aforementioned parties.

*SIGNATURE PAGE TO FOLLOW*


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

INDIAN RIVER COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Peter D. O'Bryan, Chairman

  
\_\_\_\_\_  
TD Bank Date  
Carol C. Farnsworth, Vice President

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

ATTEST:  
Jeffrey R. Smith, Clerk of Court and  
Comptroller

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

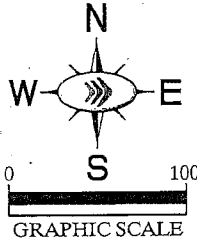
Approved:

\_\_\_\_\_  
Jason E. Brown, County Administrator

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
William K. DeBaal, Deputy County Attorney

EXHIBIT A



NORTH LINE SOUTH 5 ACRES OF THE NORTH 15 ACRES OF TRACT 1

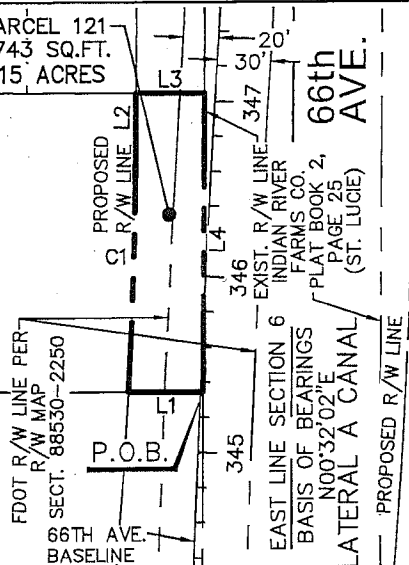
TRACT 1  
INDIAN RIVER FARMS CO.  
PLAT BOOK 2, PAGE 25  
(ST. LUCIE)

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ORB 1434, PG 2926

SOUTH LINE SOUTH 5 ACRES OF THE NORTH 15 ACRES OF TRACT 1

PARCEL 121  
6,743 SQ.FT.  
0.15 ACRES

66TH AVENUE  
PARCEL 121



LINE TABLE		
LINE	LENGTH	BEARING
L1	42.04	N89°43'25"W
L2	28.82	N00°32'02"E
L3	38.60	S89°43'25"E
L4	170.48	S00°32'02"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	141.74	2917.00	70.88	141.73	N01°55'33"E	02°47'03"

LEGAL DESCRIPTION  
RIGHT OF WAY PARCEL

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A PORTION OF TRACT 1, SECTION 6, TOWNSHIP 32 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY 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; SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT;

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTH 5 ACRES OF THE NORTH 15 ACRES OF SAID TRACT 1, THENCE, BEARING NORTH 89°43'25" WEST, A DISTANCE OF 42.04 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,917.00 FEET, A CENTRAL ANGLE OF 02°47'03", A CHORD LENGTH OF 141.73 FEET BEARING NORTH 01°55'33" EAST; THENCE, NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 141.74 FEET TO A POINT; THENCE, BEARING NORTH 00°32'02" EAST, A DISTANCE OF 28.82 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 5 ACRES OF THE NORTH 15 ACRES OF SAID TRACT #1, THENCE, BEARING SOUTH 89°43'25" EAST ALONG SAID NORTH LINE, A DISTANCE OF 38.60 FEET TO A POINT; THENCE, BEARING SOUTH 00°32'02" WEST, A DISTANCE OF 170.48 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 6,743 SQUARE FEET OR 0.15 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

PROPOSED ACQUISITION PARCEL ACREAGE = 0.15 ACRES  
PORTION OF THE ACQUISITION PARCEL THAT IS ENCUMBERED BY THE FDOT = 0.07 ACRES  
RIGHT-OF-WAY

SURVEYORS NOTES

- THIS IS A SKETCH OF LEGAL DESCRIPTION ONLY, NOT A BOUNDARY RETRACEMENT SURVEY.
- THE BEARING BASE FOR THIS SURVEY, IS THE EAST LINE OF SECTION 7. SAID LINE BEARS NORTH 00°00'25" EAST.
- THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES.
- THIS LEGAL DESCRIPTION AND SKETCH IS BASED ON THE PRELIMINARY RIGHT OF WAY MAP FOR 66TH AVENUE PREPARED BY BURDETTE AND ASSOCIATES, DATED 10-10-06, AS DIRECTED BY INDIAN RIVER COUNTY, FLORIDA.

LEGEND

---	SECTION LINE
---	EASEMENT LINE
---	PROPERTY LINE
---	PROPOSED RIGHT OF WAY PARCEL
---	RIGHT OF WAY LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
SECT.	SECTION

This certifies that a legal description and sketch of the property shown hereon was made under my supervision and that this legal description and sketch meets the standards of practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes, and that this drawing is a true and accurate representation thereof to the best of my knowledge and belief. Subject to notes and notations shown hereon.

*E.C. Demeter*  
E.C. DEMETER, P.S.M. NO. 5179  
JUL 24 2017

DATE: Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Drawing name: K:\VRB\_Survey\INDIAN RIVER CO\66TH AVENUE\2017-0112 - Revised Per IRC\PARCEL 121-R.dwg 121 Jul 18, 2017 5:35pm by: Domenic Durr

SCALE 1"=100'	<b>Kimley»Horn</b>	DATE 7/10/17	LEGAL DESCRIPTION AND SKETCH OF PARCEL 121 INDIAN RIVER COUNTY, FLORIDA	SHEET NUMBER 1 OF 1
DESIGNED BY DFD		PROJECT NO. 047035041		
DRAWN BY DFD	© 2017 KIMLEY-HORN AND ASSOCIATES, INC. 445 24TH STREET, SUITE 200, VERO BEACH, FL 32960 PHONE: 772-794-4100 FAX: 772-794-4130 WWW.KIMLEY-HORN.COM			
CHECKED BY ECD				