

1 RESOLUTION NO. 2020-

2 A RESOLUTION OF THE BOARD OF COUNTY
3 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,
4 APPROVING AND AUTHORIZING AN EXCHANGE OF
5 REAL PROPERTY BETWEEN BROWARD COUNTY
6 ("COUNTY") AND FRANCES M. MERRICKS ("MERRICKS")
7 PURSUANT TO SECTION 125.37, FLORIDA STATUTES;
8 DETERMINING THAT THE COUNTY PROPERTY IS NOT
9 NEEDED FOR COUNTY PURPOSES; DETERMINING THAT
10 IT IS IN THE BEST INTEREST OF THE COUNTY TO
11 EXCHANGE THE COUNTY PROPERTY FOR CERTAIN
12 PROPERTY OWNED BY MERRICKS; APPROVING THE
13 EXCHANGE AGREEMENT BETWEEN THE COUNTY AND
14 MERRICKS; AND PROVIDING FOR SEVERABILITY AND
15 AN EFFECTIVE DATE.

16 WHEREAS, Broward County ("County") is the owner of certain real property
17 located in the unincorporated area of Broward County, Florida, identified as
18 Folio No. 5042-05-13-0200 ("County Property"), and as more particularly described in
19 Exhibit B of the Property Exchange Agreement between Broward County and Frances M.
20 Merricks ("Exchange Agreement") attached and made a part of this Resolution as
21 Attachment 2;

22 WHEREAS, the County Property consists of a six thousand (6,000) square foot
23 vacant parcel referred to as the southern portion of Lot 22 of Block 1 of the Broward Park
24 Plat, Book 25, Page 49 ("Broward Park Plat") on the western side of Northwest 27th
Avenue;

25 WHEREAS, Frances M. Merricks ("Merricks"), a single woman, is the owner of
26 certain real property located in the unincorporated area of Broward County, Florida,

1 identified as Folio No. 5042-05-13-0060 (“Merricks Property”), and as more particularly
2 described in Exhibit A of the Exchange Agreement;

3
4 WHEREAS, the Merricks Property consists of a six thousand and one (6,001)
5 square foot vacant parcel referred to as Lot 6 of the Broward Park Plat on the eastern
6 side of Northwest 27th Terrace;

7
8 WHEREAS, the County owns Lots 1 through 5 of the Broward Park Plat, and Lots
9 7 and 8 of the Broward Park Plat on the eastern side of Northwest 27th Terrace, as well
10 as the County Property, Lot 22 of the Broward Park Plat on the western side of Northwest
11 27th Avenue;

12
13 WHEREAS, Merricks owns Lot 6 of the Broward Park Plat, on the eastern side of
14 Northwest 27th Terrace, the Merricks Property, as well as Lots 19 through 21 of the
15 Broward Park Plat on the western side of Northwest 27th Avenue;

16
17 WHEREAS, the County desires to own a contiguous strip of land from Lots 1
18 through 8 of the Broward Park Plat on the eastern side of NW 27th Terrace, and Merricks
19 desires to own a contiguous strip of land from Lots 19 through 22 of the Broward Park
20 Plat on the western side of NW 27th Avenue;

21
22 WHEREAS, for the purpose of owning a contiguous strip of land, the County
23 desires to exchange the County Property for the Merricks Property;

1 WHEREAS, Section 125.37, Florida Statutes, states that “[w]hen, in the
2 opinion of the board of county commissioners, the county holds and possesses any real
3 property, not needed for county purposes, and such property may be to the best interest
4 of the county exchanged for other real property, which the county may desire to acquire
5 for county purposes, the said board of county commissioners of any county is authorized
6 and empowered to make such an exchange. Provided, however, before any exchange
7 of property shall be effected, a notice, setting forth the terms and conditions of any such
8 exchange of property, shall be first published, once a week for at least 2 weeks, in a
9 newspaper of general circulation published in the county, before the adoption by the
10 board of county commissioners of a resolution authorizing the exchange of properties [;]”

11

12 WHEREAS, in accordance with Section 125.37, Florida Statutes, the County
13 published a Notice of Exchange of Real Property once a week for two (2) weeks in a
14 newspaper of general circulation, which notice is attached as Attachment 1 to this
15 Resolution; and

16

17 WHEREAS, the Board of County Commissioners (“Board”) desires to approve and
18 authorize the exchange of the County Property for the Merricks Property, NOW,
19 THEREFORE,

20

21 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
22 BROWARD COUNTY, FLORIDA:

23

24

1 Section 1. The recitals set forth in the preamble to this Resolution are true,
2 accurate, and deemed incorporated herein as though set forth in full hereunder.

3
4 Section 2. The Board finds that in accordance with Section 125.37, Florida
5 Statutes: 1) the County is the owner of the County Property; (2) the County Property is
6 not needed for County purposes; (3) it is in the best interest of the County to exchange
7 the County Property for the Merricks Property; (4) the County desires to acquire the
8 Merricks Property for County purposes; and (5) proper notice of the exchange of property
9 between the County and Merricks was published once a week for two weeks in a
10 newspaper of general circulation in Broward County.

11
12 Section 3. The Board authorizes the exchange of the County Property for the
13 Merricks Property.

14
15 Section 4. The Board (1) approves the Exchange Agreement attached as
16 Attachment 2 to this Resolution, and authorizes the Mayor or Vice-Mayor to execute
17 same; (2) approves the Quit Claim Deed to Merricks in substantially the form attached as
18 Exhibit C to the Exchange Agreement and authorizes the Mayor or Vice-Mayor to execute
19 same; and (3) accepts the Warranty Deed from Merricks in substantially the form attached
20 as Exhibit D to the Exchange Agreement.

21
22 Section 5. The Quit Claim Deed and the Warranty Deed shall be properly
23 recorded in the Official Records of Broward County, Florida.

24

ATTACHMENT 1

Notice of Exchange of Real Property

Notice is hereby given by the Board of County Commissioners of Broward County, Florida, that at 10:00 A.M. on Tuesday, November 17, 2020, in the Broward County Governmental Center, Room 422, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, said Board will consider the exchange of a portion of real property owned by Broward County, located at approximately 333 NW 27th Avenue in Broward Municipal Services District, Broward County, Florida 33311, measuring approximately 6,000 square feet ("County Property"), for a portion of real property owned by Frances Merricks located at approximately 300 NW 27th Terrace in Broward Municipal Services District, Broward County, Florida 33311, measuring approximately 6,001 ("Merricks Property"). The property exchange is undertaken pursuant to Section 125.37, Florida Statutes, as a like acre-to-acre exchange of property, for the sum of Ten Dollars (\$10.00). The full legal descriptions of the County Property and the Merricks Property are available for inspection at the Broward County Governmental Center, Real Property Section, 115 South Andrews Avenue, Room 501, Fort Lauderdale, Florida 33301.

Interested parties may appear at the November 17th, 2020 meeting of the Broward County Board of County Commissioners and be heard with respect to this item. Public participation at the meeting may be limited to telephonic participation, pursuant to the Governor's Executive Order Number 20 69. To comment at the public hearing, visit RegisterToSpeak.Broward.org.

To view the meeting, visit <https://vimeo.com/browardcounty> and click on the link corresponding to the meeting date. If due to a disability, you require communication aids, please contact the County Administrator's office at 954-357-7000. Please make your request in advance, if possible.

Persons who do not have the ability to view the meeting via the internet or provide public comment utilizing RegisterToSpeak.Broward.org and wish to do so should request a physical access point. Such requests must include a contact phone number, e-mail address, or physical address so that the County can inform you of the location of the access point. Requests must be received at least three (3) days before the meeting and can be sent via e-mail (publicinfo@broward.org), telephone (954-357-6990), or mail (115 South Andrews Avenue, Fort Lauderdale, Florida 33301).

Dated this _____ day of _____ 2020.

Mailing Instructions:

A. Publish two (2) times: October 9th, 2020 and October 16th, 2020

B. Send two (2) proofs of publication to each of the following three (3) offices:

- | | | |
|---|---|---|
| (1) Marie A. Hammond
Real Property Section
115 S. Andrews Avenue, Rm. 501
Fort Lauderdale, Florida 33301 | (2) Annika E. Ashton
Office of the County Attorney
115 S. Andrews Avenue, Rm. 423
Fort Lauderdale, Florida 33301 | (3) Mary Anne Darby, Deputy Clerk
Records, Taxes and Treasury Div.
115 S. Andrews Avenue, Rm. 336
Fort Lauderdale, Florida 33301 |
|---|---|---|

ATTACHMENT 1

C. Send one (1) proof of publication and invoice to:

Board of County Commissioners
Accounting Division
Governmental Center
115 S. Andrews Avenue, Rm. 201
Fort Lauderdale, FL 33301

**PROPERTY EXCHANGE AGREEMENT BETWEEN
BROWARD COUNTY AND FRANCES M. MERRICKS**

This PROPERTY EXCHANGE AGREEMENT ("Agreement") between Broward County, a political subdivision of the State of Florida ("County"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and Frances M. Merricks, a [Single] woman ("Merricks"), whose address is [721 NW 35th Terrace, Lauderhill, FL], is entered into and effective as of the date this Agreement is fully executed by the Parties ("Effective Date"). The County and Merricks are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

RECITALS:

A. Merricks is the owner of the Merricks Property, as defined in Section 1, located on NW 27th Terrace, in the unincorporated area of Broward County, Florida.

B. County is the owner of the County Property, as defined in Section 1, located at on NW 27th Terrace, in the unincorporated area of Broward County, Florida, and adjacent to 245 NW 27th Avenue.

C. The Parties desire to exchange the County Property for the Merricks Property pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms and conditions:

AGREEMENT

1. Exchange of Property.

1.1 Merrick Property Exchange. Subject to and in accordance with the terms of this Agreement, Merricks agrees to sell, assign, and convey to the County, and the County agrees to purchase and assume from Merricks, the following property (collectively, the "Merricks Property"): All of Merricks' rights, title, and interest, if any, in and to that certain parcel of land located in the County of Broward, and State of Florida, as more particularly described in **Exhibit A**, attached to and made a part of this Agreement, which consists of approximately sixty thousand (6,000) gross square feet of land and identified as Folio # 504205130060.

1.2 County Property Exchange. Subject to and in accordance with the terms of this Agreement, County agrees to sell, assign, and convey to Merricks, and Merricks agrees to purchase and assume from County, the following property (collectively, the "County Property"): All of County's rights, title, and interest, if any, in and to that certain parcel of land located in the County of Broward, and State of

Florida, as more particularly described in **Exhibit B**, attached to and made a part of this Agreement, which consists of approximately 6,000 gross square feet of land, which County Parcel shall be subdivided from the South portion of the parcel with Folio # 504205130200.

1.3 Valuation of Parcels. For the purposes of the property exchange to be effectuated under this Agreement, the Parties agree that the value of the County Property is equal to the value of the Merricks Property.

2. Purchase Price.

2.1 Merricks Purchase Price. The total purchase price to be paid by the County to Merricks for the Merricks Property is Ten Dollars (\$10.00).

2.2 County Purchase Price. The total purchase price to be paid by Merricks to County for the County Property is Ten Dollars (\$10.00).

2.3 The purchase price for the County Property and Merricks Property (exclusive of closing adjustments, costs, and expenses as provided by this Agreement) shall be payable in immediately available funds and shall be delivered to the respective party at the Closing.

3. Survey & Examination of Title Evidence.

3.1 Survey. County may obtain, in its sole discretion and at its sole cost and expense, a survey of the Merricks Property by a registered Florida surveyor. Merricks may obtain, in its sole discretion and at its sole cost and expense, a survey of the County Property by a registered Florida surveyor. If the survey discloses encroachments on either the County Property or the Merricks Property or that any improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable government regulations, the same shall constitute a title defect and the parties shall be entitled to the remedies prescribed in Section 3.4 of this Agreement.

3.2 Title. Neither County nor Merricks is obligated by the terms of this Agreement to provide any evidence of title; however, both Parties reserve the right to secure such evidence of title as is satisfactory to the applicable Party, at that Party's expense, and to cause an examination of such evidence of title to be performed prior to Closing.

3.3 Environmental Site Assessment. The County may obtain, in its sole discretion and at its sole cost and expense, an environmental site assessment for the Merricks Property. Merricks may obtain, in its sole discretion and at its sole cost and expense, an environmental site assessment for the County Property.

3.4 Defects in Title and Environmental Contamination. Should the environmental sites assessment or evidence of title or its examination reveal environmental contamination or defects or deficiencies in the title to the County Property or the Merricks Property that would render title to either property unmarketable or uninsurable, the Parties agree to the following procedure:

a) Merricks Property Defects. If there is contamination or a defect or deficiency related to the Merricks Property, County will promptly notify Merricks of such contamination, defect, or deficiency, and Merricks will have the option to attempt to remedy any contamination or cure any defect or deficiency in title on or before the earlier of (i) the Closing Date or (ii) thirty (30) days after County notifies Merricks of the contamination or defect or deficiency in title to the County Property ("Merricks Cure Period"). If Merricks elects not to attempt to remedy such contamination or cure such title defects or deficiencies or if the contamination, defect, or deficiency cannot be remedied or cured during the Merricks Cure Period, then County shall have the option of either (i) accepting the Merricks Property and title as it then is and close the transaction, or (ii) declaring this Agreement canceled, in which case each Party shall be relieved of any further obligations under this Agreement.

b) County Property Defects. If there is contamination or a defect or deficiency related to the County Property, Merricks will promptly notify County of such contamination, defect, or deficiency, and County will have the option to attempt to remedy any contamination or cure any defect or deficiency in title on or before the earlier of (i) the Closing Date or (ii) thirty (30) days after Merricks notifies County of the defect or deficiency in title to the County Property ("County Cure Period"). If County elects not to attempt to remedy such contamination or to cure such title defect or deficiency or if the contamination, defect, or deficiency cannot be cured during the County Cure Period, then Merricks shall have the option of either (i) accepting the County Property and title as it then is and close the transaction, or (ii) declaring this Agreement canceled, in which case each Party shall be relieved of any further obligations under this Agreement.

4. Closing.

4.1 Time and Place. The Closing shall occur on or before sixty (60) days after the Effective Date, unless extended by the Parties or pursuant to the terms of this Agreement (the "Closing Date"). The Closing shall be held at 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, or at such other place as designated by the County's Real Property Section.

4.2 Closing Expenses. At or before the Closing:

- a) County shall pay (i) the cost of recording the conveyance documents; (ii) the cost of recording any corrective instruments that may be necessary to assure good and marketable title; and (iii) all other costs associated with the Closing, including closing costs of the title company handling the Closing.
- b) Merricks shall not be responsible for any costs associated with the Closing, except as provided in Section 3.
- c) Each Party shall bear the fees for its own brokers, attorneys and consultants in connection with the Closing.

4.3 Delivery by County. At the Closing, the County shall execute and/or deliver (as applicable) to Merricks the following:

- a) A Quitclaim Deed conveying the County Property, in the form attached to this Agreement as **Exhibit C** (“Quitclaim Deed”);
- b) Appropriate evidence of the County’s existence and authority to sell and convey the County Property and purchase the Merricks Property;
- c) Possession of the County Property;
- d) The payment of the purchase price, as described in Section 2.1, to the Merricks through immediately available funds; and
- e) If requested, customary affidavits sufficient to establish that no mechanic’s or material men’s liens remain on the County Property and for a title insurer to delete any exceptions for parties in possession and mechanic’s or material men’s liens from Merricks’ title insurance policy (if obtained).

4.4 Delivery by the Merricks. At the Closing, Merricks shall execute and/or deliver (as applicable) to the County the following:

- a) A Warranty Deed conveying the Merricks Property, in the form attached to this Agreement as **Exhibit D** (“Warranty Deed”);
- b) Appropriate evidence of Merricks’ authority to sell and convey the Merricks Property and purchase the Merrick Property;
- c) Possession of the Merricks Property;
- d) The payment of the purchase price, as described in Section 2.1, to the County through immediately available funds; and

e) If requested, customary affidavits sufficient to establish that no mechanic's or material men's liens remain on the Merricks Property and for a title insurer to delete any exceptions for parties in possession and mechanic's or material men's liens from the County's title insurance policy (if obtained).

4.5 Execution and Delivery of Closing Statement. At the Closing, in addition to any other documents required to be executed and delivered in counterparts by both Parties, Merricks and the County shall execute and deliver to each other separate closing statements accounting for the sums adjusted or disbursed at the Closing.

4.6 The acceptance of the Quitclaim Deed and the Warranty Deed by Merricks and the County, respectively, at the Closing shall discharge all of the Parties' obligations under this Agreement. There is no representation, warranty, or agreement (express or implied) of the Parties that shall survive the Closing, except for those that expressly survive the termination of this Agreement.

4.7 Prorations and Adjustments.

a) Except as otherwise set forth herein, the following items shall be prorated, credited, debited, and adjusted between Merricks and the County as of 12:01 A.M. (Eastern Time) on the Closing Date:

1. Taxes and Special Assessment Liens. If the Closing occurs between January 1 and November 1, Merricks shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the Broward County Records, Taxes and Treasury Division an amount equal to the current taxes prorated to the date of transfer of title, based on the current assessment and millage rates on the Property. All liens on the Property arising out of a special improvement or service by any city, town, municipal corporation, county, or other governmental entity pursuant to any general or special act of the legislature providing a special benefit to land abutting, adjoining, or contiguous to the special improvement ("Special Assessment Liens") shall be paid by County for the County Property and Merricks for the Merricks Property prior to the Closing date, and County shall not be obligated to pay such liens or assessments. Seller shall exhibit appropriate receipts, satisfactions, or releases proving payment of all Special Assessment Liens and of all delinquent taxes and assessments applicable to the Property, including penalties and interest thereon, or in the alternative, Seller shall cause such liens, taxes, and assessments to be satisfied out of the proceeds of sale received by Seller at Closing.

2. Real estate and personal property taxes (at the maximum discounted value) affecting, or related to, the Merricks Property shall be prorated based on the most recent prior tax bill. At Closing, Merricks shall satisfy all real estate taxes and assessments of record, in any, that are or that may become a lien against the Merricks Property; and
3. Water, sewer, electricity, gas, trash collection, and other utilities shall be determined by meter readings taken by the utilities as close to the Closing Date as shall be practicable, and the charges so determined shall be paid by the County for the County Property and Merricks for the Merricks Property by prompt remittance or deduction from any deposits made by the respective party.
 - b) For the purposes of calculating prorations, the party that will own the County Property or the Merricks Property after the date of the Closing shall be deemed to be in title to the applicable property, and therefore entitled to the income and responsible for the expenses, for the entire day in which the Closing occurs.
 - c) All prorations shall be done on the basis of the actual number of days of ownership of the property by Merricks and the County relative to the applicable period.
5. **“As-is” Condition.** The Parties accept the properties to be conveyed here in in their present physical condition, subject to any violation of governmental building, environmental, and safety codes, restrictions, or requirements. The Parties accepts the personal property located at respective property (if any), in its “as-is” condition, without representation as to quantity, quality, or any other matter.
6. **Tropical Storm or Hurricane Watch/Warning.** If Broward County, Florida, is under a tropical storm or hurricane watch or warning at any time within five (5) days before the Closing Date, the Parties shall be entitled to delay the Closing until a reasonable time after the County is no longer under a tropical storm or hurricane watch or warning.
7. **Broker’s Commission.**
 - 7.1 Merricks represents and warrants to the County that no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated in this Agreement. Merricks shall have no obligation to fund or cause the funding of any commission or fee due to any broker acting on behalf of the

County. In addition, Merricks shall indemnify, defend, and hold the County harmless from any claim or demand for commissions made by or on behalf of any broker or agent of the Merricks in connection with the sale and purchase of the Property.

7.2 The County represents and warrants to Merricks that no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated in this Agreement. The Merricks shall pay all real estate commissions in connection with this transaction.

7.3 The provisions of this Section 7 shall survive the Closing and termination of this Agreement.

8. Miscellaneous.

8.1 Notices. For a notice to a Party to be effective under this Agreement, written notice must be sent via U.S. first-class mail, along with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section 8.1.

Notice to County

County Administrator
Government Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
E-mail: bhenry@broward.org

With a copy to:

Director of Real Property Section
Governmental Center, Room 501
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
E-mail: pbhogaita@broward.org

Notice to Merricks

721 N.W. 35th Terrace _____
Lauderhill, FL 33311 _____
E-mail:
Thurstonpa@bellsouth.net _____

8.2 Amendments. No modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and

executed by duly authorized representatives of Merricks and the County.

8.3 Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by Merricks or County without the prior written consent of the other Party and only by a document executed by the Parties with the same formality and of equal dignity herewith.

8.4 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. Either Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or a modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

8.5 Third Party Beneficiaries. Neither Merricks nor the County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6 Time is of the Essence. Time is of the essence throughout this Agreement. In computing time periods of less than six (6) calendar days, Saturdays, Sundays, and state or national legal holidays shall be excluded. Any time period in this Agreement, which ends on a Saturday, Sunday, or a legal holiday, shall extend to 5:00 P.M. (Eastern Time) of the next business day.

8.7 Compliance with Laws. Merricks and the County shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations when performing their respective duties, responsibilities, and obligations under this Agreement.

8.8 Severability. If any part of this Agreement is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Agreement and the balance of this Agreement shall remain in full force and effect unless both the Merricks and the County elect to terminate the Agreement. The election to terminate this Agreement pursuant to this Section 5.8 shall be made within seven (7) days after the court's finding becomes final.

8.9 Joint Preparation. This Agreement has been jointly prepared by the Parties, and it shall not be construed more strictly against either Party.

8.10 Prior Agreements. This Agreement represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8.11 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of this Agreement, the provisions contained in this Agreement shall prevail and be given effect.

8.12 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

8.13 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, MERRICKS AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION 15.13, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS’ FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST**

FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

8.14 Attorneys' Fees. Each Party shall bear its own attorneys' fees in any litigation or proceeding arising under this Agreement, except as provided for in Sections 8.13.

8.15 Radon Gas. Radon 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 the County Public Health Unit.

8.16 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

8.17 Representation of Authority. Each individual executing this Agreement on behalf of a Party hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

8.18 Counterparts. This Agreement may be executed in counterparts. Each executed counterpart will constitute an original document, and all of them, together, will constitute one and the same agreement. It shall not be necessary for every Party to sign each counterpart but only that each Party shall sign at least one such counterpart.

(THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.)

IN WITNESS WHEREOF, the Parties have made and executed this Property Exchange Agreement on the respective dates: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20____, and Frances M Merricks.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 2019

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Annika E. Ashton (Date)
Deputy County Attorney

AEA/mdw
10/29/20
Merricks-Broward Property Exchange

**PROPERTY EXCHANGE AGREEMENT BETWEEN BROWARD COUNTY
AND FRANCES M. MERRICKS.**

MERRICKS

WITNESSES:

[Signature]
Witness 1 Signature

Witness 1 Signature

Perry E. Thurston Jr.
Witness 1 Printed/Typed Name

Witness 1 Printed/Typed Name

[Signature]
Witness 2 Signature

Witness 2 Signature

LaToya Jones
Witness 2 Printed/Typed Name

Witness 2 Printed/Typed Name

By [Signature]
Frances M. Merricks, a single woman

Frances M. Merricks, a single woman

3rd day of September, 2019~~20~~

ACKNOWLEDGMENT

STATE OF)

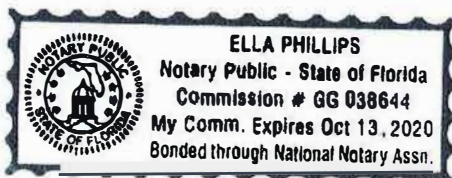
COUNTY OF)

instrument was acknowledged before me this 3rd day of September, 2020, by **Frances M. Merricks**, who is personally known to me or provided a _____ for identification.

[Signature]
Signature of Notary Public

ELLA PHILLIPS
Print, Type or Stamp Name of Notary

(NOTARY SEAL)



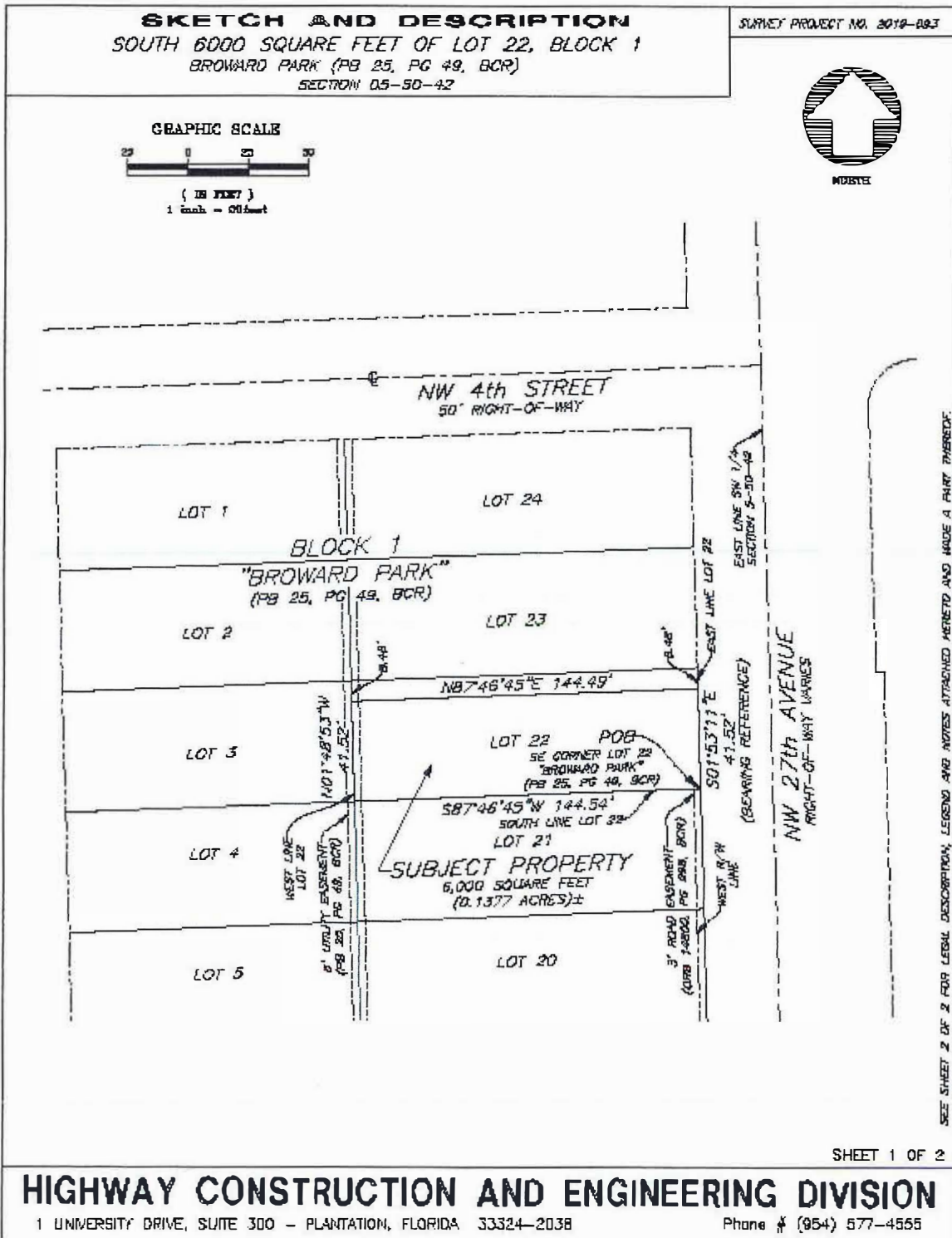
**EXHIBIT A
MERRICKS PROPERTY**

Legal Description:


Lot 6, Block 1, "BROWARD PARK", According to the Plat thereof as Recorded in Plat Book 25, Page 49 of the Public Records of Broward County, Florida.

Folio: 504205130060

**EXHIBIT B
COUNTY PROPERTY**



**EXHIBIT B
(continued)
COUNTY PROPERTY**

<p align="center">SKETCH AND DESCRIPTION SOUTH 6000 SQUARE FEET OF LOT 22, BLOCK 1 BROWARD PARK (PG 25, PG 49, BCR) SECTION 05-00-42</p>	<p>SURVEY PROJECT NO. 2019-091</p>										
<p><u>LEGEND</u></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">☐ - CENTERLINE</td> <td style="width: 33%;">BCR - BROWARD COUNTY RECORDS</td> </tr> <tr> <td>POB - POINT OF BEGINNING</td> <td>R/W - RIGHT-OF-WAY</td> </tr> <tr> <td>PH - PLAT BOOK</td> <td>PSM - PROFESSIONAL SURVEYOR AND MAPPER</td> </tr> <tr> <td>ORR - OFFICIAL RECORDS BOOK</td> <td></td> </tr> <tr> <td>PG - PAGE</td> <td></td> </tr> </table>		☐ - CENTERLINE	BCR - BROWARD COUNTY RECORDS	POB - POINT OF BEGINNING	R/W - RIGHT-OF-WAY	PH - PLAT BOOK	PSM - PROFESSIONAL SURVEYOR AND MAPPER	ORR - OFFICIAL RECORDS BOOK		PG - PAGE	
☐ - CENTERLINE	BCR - BROWARD COUNTY RECORDS										
POB - POINT OF BEGINNING	R/W - RIGHT-OF-WAY										
PH - PLAT BOOK	PSM - PROFESSIONAL SURVEYOR AND MAPPER										
ORR - OFFICIAL RECORDS BOOK											
PG - PAGE											
<p><u>DESCRIPTION</u></p> <p>A PORTION OF LOT 22, BLOCK 1, "BROWARD PARK", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 25, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 22, THENCE SOUTH 87°46'45" WEST ALONG THE SOUTH LINE OF SAID LOT 22, A DISTANCE OF 144.54 FEET TO THE SOUTHWEST CORNER OF SAID LOT 22; THENCE NORTH 81°48'51" WEST, A DISTANCE OF 41.52 FEET ALONG THE WEST LINE OF SAID LOT 22, THENCE NORTH 87°16'10" EAST, A DISTANCE OF 144.49 FEET TO A POINT ON THE EAST LINE OF SAID LOT 22; THENCE SOUTH 01°53'11" EAST, A DISTANCE OF 41.52 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING;</p> <p>SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 6,000 SQUARE FEET (0.1377 ACRES) MORE OR LESS.</p>											
<p><u>SURVEY NOTES</u></p> <ol style="list-style-type: none"> 1) THE LEGAL "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE DRAWING SURVEYOR. 2) BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S01°53'11" W ALONG THE EAST LINE BLOCK 1, "BROWARD PARK", AS RECORDED IN PG 25, PG 49, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. 3) BOUNDARY & INFORMATION SURVEY OF LOTS 1-5 AND 22-24, BLOCK 1, "BROWARD PARK", (PG 25, PG 49, BCR), DATE 8-07-2017, BY BROWARD COUNTY SURVEY SECTION, JOB NO. 2017-101. <p align="right">SEE SHEET 1 OF 2 FOR SKETCH OF LEGAL DESCRIPTION ATTACHED HEREIN AND MAKE A PART THEREOF. SEE: 2 OF 2</p>											
<p>GERTIFICATE</p> <p>I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON AND THE ATTACHED DESCRIPTION ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND DOES NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH UNDER CHAPTER 31-177 FLORIDA ADMINISTRATIVE CODES PURSUANT TO CHAPTER 475.027 FLORIDA STATUTES.</p>											
<p>NOT VALID WITHOUT THE SIGNATURE AND THE PAPER SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER</p>	<p align="center">  10/03/2019 PROFESSIONAL SURVEYOR AND MAPPER - 58945, STATE OF FLORIDA ERIC B. ALJUSTO BROWARD COUNTY SURVEYOR </p>										
<p>WILSON 10-13-19</p>	<p>WARRICK BY FRA FRA</p>										
<p>HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038 Phone # (954) 577-1555</p>											

SKETCH NO. 2019-093.DWG

EXHIBIT C

Return recorded copy to:
Broward County Facilities Management Division
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301

This document prepared by
and approved as to form by:
Annika E. Ashton
Broward County Attorney's Office
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

Folio: 504205130200

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.35(2), Florida Statutes)

THIS QUITCLAIM DEED, made the ____ day of _____, 2019, by Broward County, a political subdivision of the State of Florida (the "Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and Frances M. Merricks, a [_____] (the "Grantee"), whose address is [_____].

(The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

WITNESSETH:

That Grantor, for and in consideration of Ten Dollars (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in Broward County, Florida, to wit:

See legal description provided in Exhibit A, attached to and made a part hereof.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit, and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO all zoning rules, regulations, and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; and real estate taxes for this year 2019 and all subsequent years.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice-Mayor of said Board, the day and year aforesaid.

GRANTOR

BROWARD COUNTY, by and through
its Board of County Commissioners

ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

(Official Seal)

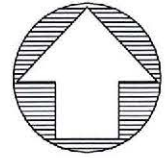
Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

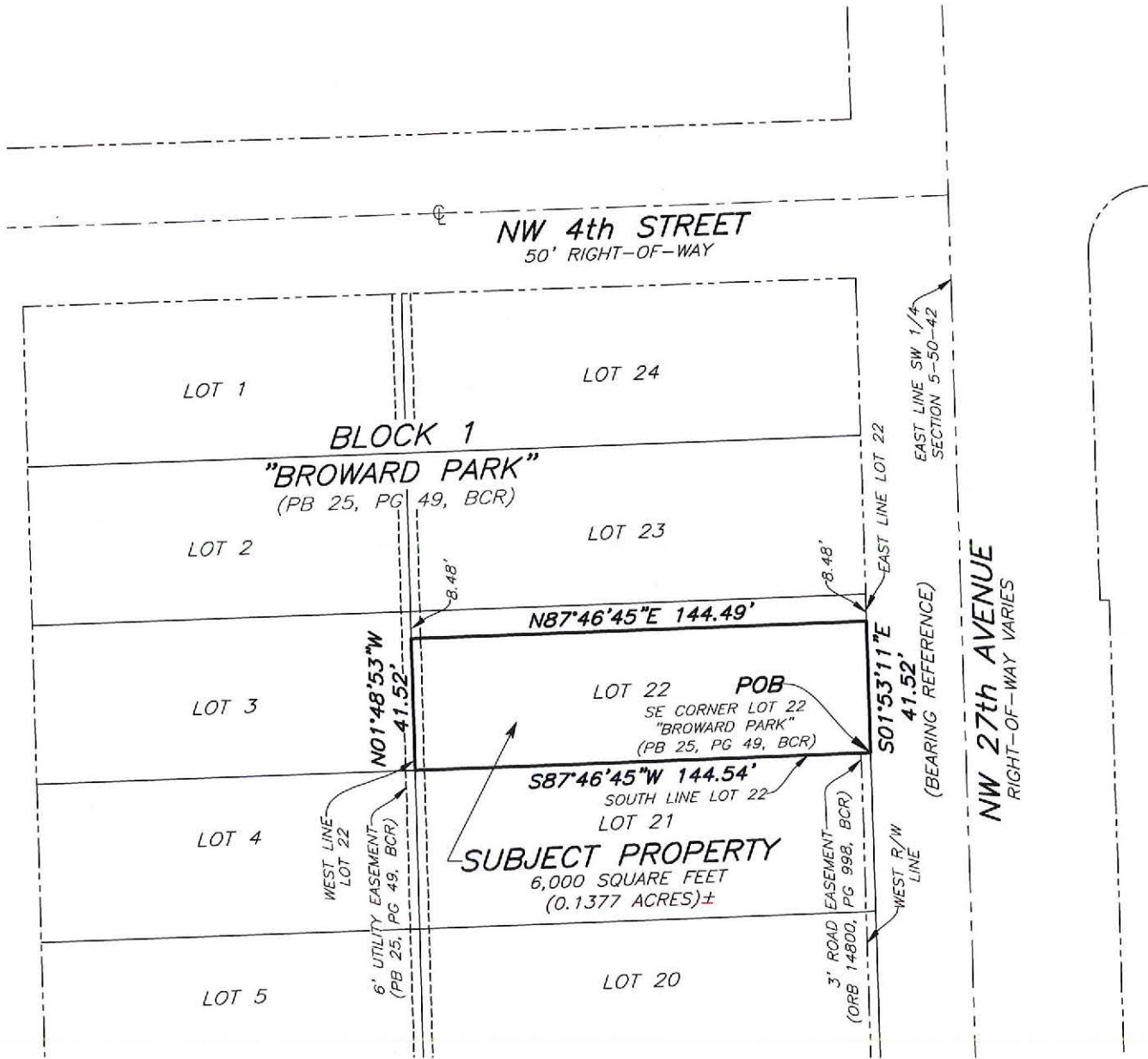
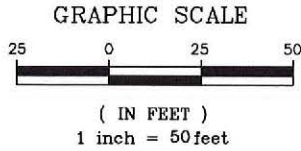
REF: Approved BCC _____ Item No: _____
Return to BC Real Property Section

SKETCH AND DESCRIPTION
SOUTH 6000 SQUARE FEET OF LOT 22, BLOCK 1
BROWARD PARK (PB 25, PG 49, BCR)
SECTION 05-50-42

SURVEY PROJECT NO. 2019-093



NORTH



SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, LEGEND AND NOTES ATTACHED HERETO AND MADE A PART THEREOF.

SHEET 1 OF 2

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

SKETCH AND DESCRIPTION
SOUTH 6000 SQUARE FEET OF LOT 22, BLOCK 1
BROWARD PARK (PB 25, PG 49, BCR)
SECTION 05-50-42

SURVEY PROJECT NO. 2019-093

LEGEND

- | | | | |
|-----|-------------------------|-----|------------------------------------|
| Ⓞ | = CENTERLINE | BCR | = BROWARD COUNTY RECORDS |
| POB | = POINT OF BEGINNING | R/W | = RIGHT-OF-WAY |
| PB | = PLAT BOOK | PSM | = PROFESSIONAL SURVEYOR AND MAPPER |
| ORB | = OFFICIAL RECORDS BOOK | | |
| PG | = PAGE | | |

DESCRIPTION

A PORTION OF LOT 22, BLOCK 1, "BROWARD PARK", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 25, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 22, THENCE SOUTH 87°46'45" WEST ALONG THE SOUTH LINE OF SAID LOT 22, A DISTANCE OF 144.54 FEET TO THE SOUTHWEST CORNER OF SAID LOT 22; THENCE NORTH 01°48'53" WEST, A DISTANCE OF 41.52 FEET ALONG THE WEST LINE OF SAID LOT 22; THENCE NORTH 87°46'45" EAST, A DISTANCE OF 144.49 FEET TO A POINT ON THE EAST LINE OF SAID LOT 22; THENCE SOUTH 01°53'11" EAST, A DISTANCE OF 41.52 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING;

SAID LANDS SITUATE, LYING, AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 6,000 SQUARE FEET (0.1377 ACRES) MORE OR LESS.

SURVEY NOTES

- 1) THE LEGAL "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE REVIEWING SURVEYOR.
- 2) BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S01°53'11"E ALONG THE EAST LINE BLOCK 1, "BROWARD PARK", AS RECORDED IN PB 25, PG 49, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
- 3) BOUNDARY & TOPOGRAPHIC SURVEY OF LOTS 1-5 AND 22-24, BLOCK 1, "BROWARD PARK", (PB 25, PG 49, BCR), DATED 8-07-2017, BY BROWARD COUNTY SURVEY SECTION, JOB NO. 2017-101

SEE SHEET 1 OF 2 FOR SKETCH OF LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

SHEET 2 OF 2

CERTIFICATE

THIS IS TO CERTIFY THAT THE SKETCH SHOWN HEREON AND THE ATTACHED DESCRIPTION ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND DOES NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH UNDER (CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE) PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES.

Eric B Augusto
PROFESSIONAL SURVEYOR AND MAPPER #LS5695, STATE OF FLORIDA

10/03/2019
BROWARD COUNTY SURVEYOR

ERIC B AUGUSTO

BROWARD COUNTY SURVEYOR

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

DATE OF SKETCH
10-3-19

DRAWN BY
SY

CHECKED BY
EBA

MANAGER
EBA

SKETCH NO.
2019-093.DWG

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

EXHIBIT D

Return recorded copy to:

Broward County Facilities Management Division Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301

This document prepared by
and approved as to form by:
Annika E. Ashton
Broward County Attorney's Office
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

Folio: 504205130060

WARRANTY DEED

THIS WARRANTY DEED, made this ___ day of _____, 20___, between Frances M. Merricks, a [_____] whose address is [_____], hereinafter called "**Grantor**" and **BROWARD COUNTY, a political subdivision of the State of Florida**, whose address 115 South Andrews Avenue, Room 423, Fort Lauderdale, Florida 33301, hereinafter called "**Grantee**." (Wherever used herein the terms "**Grantor**" and "**Grantee**" shall indicate both singular and plural, as the context requires).

WITNESSETH: That **Grantor**, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, conveys, and confirms unto **Grantee**, its successors and assigns forever, all that certain land situate in Broward County, Florida, described in **EXHIBIT A**, attached hereto and made a part hereof.

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 Grantor hereby covenants with **Grantee** that **Grantor** is lawfully seized of said property in fee simple that **Grantor** has good right and lawful authority to sell and convey said property, and **Grantor** hereby fully warrants the title to said property and will defend same against the lawful claims of all persons whomsoever.

**PROPERTY EXCHANGE AGREEMENT BETWEEN BROWARD COUNTY
AND FRANCES M. MERRICKS.**

MERRICKS

WITNESSES:

[Signature]
Witness 1 Signature

Witness 1 Signature

Perry E. Thurston Jr.
Witness 1 Printed/Typed Name

Witness 1 Printed/Typed Name

[Signature]
Witness 2 Signature

Witness 2 Signature

Latoya Lopez
Witness 2 Printed/Typed Name

Witness 2 Printed/Typed Name

By [Signature]
Frances M. Merricks, a single woman

3rd day of September, 2019 20

ACKNOWLEDGMENT

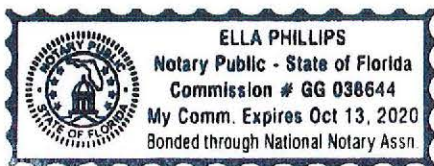
STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this 3rd day of September, 2020, by **Frances M. Merricks**, who is personally known to me or provided a _____ for identification.

[Signature]
Signature of Notary Public

ELLA PHILLIPS
Print, Type or Stamp Name of Notary

(NOTARY SEAL)



**EXHIBIT A
MERRICKS PROPERTY**

Legal Description:

Lot 6, Block 1, "BROWARD PARK", According to the Plat thereof as Recorded in Plat Book 25, Page 49 of the Public Records of Broward County, Florida.

Folio: 504205130060