

CONTRACT FOR PURCHASE AND SALE

THIS CONTRACT FOR PURCHASE AND SALE ("**Contract**") is made by and between **GRACE-SCOTT PROPERTIES, LLC**, a Florida limited liability company (hereinafter referred to as "**Seller**"), with a principal address of 4910 Old Blue Ridge Road, Edgewater, FL 32141, and the **CITY OF EDGEWATER, FLORIDA**, a Florida municipal corporation, ("**Buyer**") with a principal address of 104 N. Riverside Drive, Edgewater, FL 32132. For and in consideration of a valuable sum in dollars, the premises and the mutual covenants and obligations created hereby, as well as other good and valuable considerations, Buyer agrees to buy and Seller agrees to sell the following described real property subject to and upon the terms and conditions set forth below. The effective date of this Contract (the "**Effective Date**") shall be the date upon which the last of Seller and Buyer shall have signed this Contract.

ARTICLE I - PROPERTY

The real property (the "**Property**") which is the subject matter of this Contract consists of vacant land as more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

ARTICLE II - PURCHASE PRICE

Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be One Thousand Three Hundred and 00/100 (\$1,300.00).

The parties acknowledge this is a negotiated purchase of the Property in full and final settlement of all issues relating to this Property, and that the Purchase Price includes settlement of any and all claims, money, attorney's fees, expert fees, costs, severance damages, business damages, or any other damages or claims Seller has, could have or might have been entitled to if this matter had proceeded to eminent domain. Nothing herein entitles the Seller or his attorney to nonmonetary benefits or attorney's fees of any kind.

ARTICLE III - CLOSING AND CLOSING DATE

The transaction contemplated by this Contract shall be closed (the "**Closing**"), the Purchase Price applied to closing costs, and the deed, and the exclusive possession of the Property, free of all occupants, shall be delivered to Buyer at Closing. The closing date shall be on or before 30 days following the Effective Date. The parties agree that closing in escrow is permitted to allow funds to clear prior to disbursement of closing funds.

ARTICLE IV - TERMS AND CONDITIONS

The additional terms and conditions of this Contract are as follows:

4.1. **Evidence of Title.** Buyer, at Buyer's expense and within thirty (30) days from the Effective Date, shall obtain a title insurance commitment (the "**Title Commitment**") to issue an

ALTA Owner's Title Insurance Policy from a title insurance company acceptable to Buyer (the "**Title Insurance Company**") in the amount equal to the Purchase Price of the property, naming Buyer as the proposed insured. The Title Commitment shall show good, marketable and insurable fee simple title to the Property to be vested in Buyer, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the Property's use for public purposes; exceptions permitted by the provisions of this Contract; and those exceptions which are capable of and are actually to be discharged by Seller at or before Closing (all other exceptions to title being deemed title defects for purposes of this contract). If title is found to be defective, Buyer shall, within ten (10) days from the date it receives the Title Commitment, notify Seller in writing to that effect specifying the defects. Seller shall have twenty (20) days from the receipt of Buyer's notice specifying the title defects to cure the defects and, if after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to Buyer's satisfaction, Buyer shall have the option of (i) accepting the title "as is" or (ii) terminating the Contract after which Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Contract.

Seller agrees to clear any title issues relating to the prior ownership interest of Scott Duane Henry, including 1) the fee simple conveyance of the Property to Buyer from Douglas A. Henry and Vickie J. Henry, and 2) record evidence that the Property is not the homestead of Scott Duane Henry.

4.2. **Survey.** Buyer may, at Buyer's expense, obtain a survey of the Property (the "**Survey**") prepared by a licensed Florida land surveyor dated no earlier than thirty (30) days before Closing, or in the alternative, an update of an earlier survey re-dated to a point in time no earlier than the last thirty (30) days. If the Survey shows any encroachments onto the Property and/or improvements located outside its boundaries or encroachments by improvements principally located on the Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the Property, or if it is apparent that the Property violates existing title covenants and/or applicable zoning laws or ordinances, Buyer shall notify Seller in writing to that effect specifying the defects. Seller shall have until thirty (30) days from receipt of Buyer's notice specifying the Survey defects in which to cure such defects.

4.3. **Conveyance.** Seller shall convey title to the Property to Buyer by Warranty Deed (the "**Deed**"), subject only to: (i) taxes for the year of Closing; and (ii) matters disclosed in the title evidence provided to and accepted or deemed accepted by Buyer.

4.4. **Closing Affidavit.** At the Closing, Seller shall furnish Buyer with an affidavit (i) testifying to the absence of any claims, encumbrances, taxes, assessments, liens or potential lienors known to Seller not disclosed in the Title Commitment and Deed, (ii) further attesting that there have been no improvements to the Property by or through Seller for the ninety (90) day period immediately preceding the date of Closing, the cost of which remains unpaid, (iii) agreeing to take no action prior to recording the Deed which would adversely affect the title to the Property, (iv) testifying that possession of the Property is subject only to those matters accepted by Buyer pursuant to the terms hereof, if any, and that Seller is otherwise in exclusive, peaceable and undisputed possession of the Property, and (v) testifying that there are no actions or proceedings now pending in any state or federal court to which Seller is a party including, but not limited to, proceedings in bankruptcy, receivership

or insolvency, which would affect the Property, the title to the Property or Seller's ability to close on the sale of the Property to Buyer except as disclosed in the Title Commitment. Seller shall also furnish such other evidence, affidavits or information required by the Title Insurance Company so that the Title Insurance Company will be able to eliminate all standard exceptions from the Title Commitment at Closing, except for taxes for the year of Closing which are not yet due or payable.

4.5. **Place of Closing.** Closing shall be held by express courier or at the offices of the title agent or at Garganese, Weiss, D'Agresta & Salzman, P.A. or such other location as is mutually agreed upon by Buyer and Seller.

4.6. **Documents for Closing.** Buyer's attorney or title agent shall prepare the Deed, Seller's affidavit, closing statement, and any corrective instruments that may be required in connection with perfecting title.

4.7. **Expenses.** State documentary tax for the Deed and the cost of recording all corrective documents needed to complete the transaction shall be borne by Buyer. Buyer shall pay for the title insurance premium, recording the Deed and all fees and expenses arising from or associated with the simultaneous issuance of a lender's title insurance commitment and policy, if any, and any and all endorsements to such policy required by its lender. Each party shall pay their own attorney's fees.

4.8. **No Proration of Taxes; Real and Personal.** Since Buyer is exempt from the payment of property taxes, and closing will occur after Nov. 1, Seller agrees to pay the 2024 property taxes prior to closing and will provide proof of payment to Closing Agent. If closing occurs after December 31, 2024, taxes shall be prorated based upon the current year's tax based on the highest discount available at Closing. Any tax proration based on an estimate may, at the request of either party, be subsequently readjusted upon receipt of the actual tax bill. Title Agent shall ensure compliance with Fla. Stat. 196.295 at settlement, and Buyer shall be responsible for any real and personal property taxes billed with respect to the Property after Closing. This provision for re-proration shall survive the Closing.

4.9. **Special Assessment Liens.** Special assessment liens which are certified, confirmed and ratified as of the date of Closing are to be paid by Seller. Special assessment liens which are certified, confirmed and ratified but payable in installments post Closing shall be paid in full by Seller at Closing. Special assessment liens pending as of the date of Closing shall be assumed by Buyer; provided, however, that if the improvements which form the basis for such special assessment are substantially completed as of the date of Closing they shall be deemed to have been certified, confirmed or ratified and Buyer shall, at Closing, be credited with an amount equal to the last estimate of the assessment for the improvement made by the appropriate public body.

4.10. **Default.** If Buyer fails to perform any of Buyer's covenants set forth in this Contract, the Deposit, if any, shall be paid to and retained by and for the account of Seller as agreed upon liquidated damages and in full settlement of any claims whatsoever. If Seller fails to perform any of Seller's covenants set forth in this Contract or fails to convey the Property when Seller is obligated to do so in accordance with the terms hereof, Buyer shall have, as its sole and exclusive remedies, the election of either (i) demanding and receiving a refund of the Deposit, if any, immediately or (ii) the

right of specific performance against Seller.

4.11. **Severability.** If any one or more of the provisions of this Contract is held invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the remaining provisions of this Contract shall be construed to best carry out the original intent of the parties hereto.

4.12. **Complete Agreement.** This Contract evidences the complete understanding of the parties hereto with respect to the matters addressed herein. No agreement or representation, unless set forth in this Contract, shall bind either of the parties hereto. This Contract may be executed in separate counterparts, each of which shall be deemed an original, and all which shall constitute one and the same instrument. Electronic signatures will be acceptable and binding.

4.13. **Notices.** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely delivery written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party. Notice shall be given to the following addresses:

To Seller: Grace-Scott Properties, LLC
Attn: Doug Henry
4910 Old Blue Ridge Road
Edgewater, FL 32132
Email: advanced26@aol.com

To Buyer: City of Edgewater
Attention: City Manager
104 North Riverside Drive
Edgewater, FL 32132
Email: girby@cityofedgewater.org.

4.14. **FIRPTA - Right to Withhold.** If Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code, Buyer is required to withhold up to 15% of the amount realized by the Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the Seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is claimed on the sale of residential property for \$300,000 or less. Seller agrees that Buyer may deduct and withhold from the Purchase Price provided in Article II hereof, a tax in the amount of up to fifteen percent (15%) of the amount realized (as that term is used in Section 1445(a) of the Internal Revenue Code) by Seller pursuant to this Contract, except upon the occurrence of either (A) or (B) below:

(A) At or prior to Closing, Seller provides to Buyer a Certificate of Non-Foreign Status or a Non-USRPHC Statement described in and complying with Section 1445(b)(2) or (3) of the Internal Revenue Code of 1986, as amended (the "**Code**") (all references to Section or the Code include any successor provisions thereto and any Treasury Regulations promulgated in connection thereto) and Buyer has no knowledge or notice that such Certificate or Statement is false; or

(B) At or prior to Closing, Buyer received a withholding certificate described in Temp. Treas. Reg. Section 1.1445-3T or Rev. Proc. 85-41.

Buyer agrees that any amount deducted and withheld pursuant to this Section shall be remitted to the Internal Revenue Service in accordance with Section 1445 of the Code and the Regulations thereunder.

4.15. **Environmental Status.** Seller warrants and represents to Buyer that, to Seller's knowledge, (i) the Property is free of all hazardous waste or substances except as may be permitted by applicable law; (ii) that the Property has been operated and maintained in compliance with all applicable environmental laws, statutes, ordinances, rules and regulations; (iii) no other release of any hazardous waste or substances has taken place on the Property, (iv) no migration of hazardous waste or substances has taken place from the Property which would cause the release of any hazardous waste or substance on any adjoining lands or any other lands in the vicinity of the Property; and (v) there are no bulk or underground tanks on or in the Property, and, no bulk or underground storage tanks have ever been located on or in the Property.

Seller will sign an affidavit at closing similar to the term of this section, and the provisions of this Section 4.15 shall survive the Closing or earlier termination of this Contract.

4.16. **Right of Inspection.** During the term of this Contract, Buyer, its agents, employees and representatives, may have access to the Property and the records of the Property (including those on file with any governmental agency) at all reasonable times subsequent to the Effective Date of this Contract with the right, at Buyer's expense, to inspect the Property and to conduct all tests and borings thereon as Buyer, its licensed engineers, surveyors and the like shall deem reasonably necessary or desirable to fulfill the tests and investigations contemplated by the Contract. Any entry on or to the Property by Buyer or its authorized representatives pursuant to the provisions hereof shall be at the risk of Buyer, and to the extent of the monetary limitations in Fla. Stat. 768.28, Buyer hereby indemnifies, protects, and holds Seller harmless and agrees to defend Seller from and against any and all claims, demands, losses, damages, and liabilities (including but not limited to personal injury and property damage claims and mechanics' or other liens), together with related costs and expenses, including reasonable attorney fees and litigation costs, caused by Buyer or Buyers' agents on or to the Property. This does not waive Buyer's right to sovereign immunity. In addition, Buyer shall keep the Property free from any liens which could arise as a result of the exercise by Buyer of any of its rights hereunder.

ARTICLE V - SPECIAL CONDITIONS

Seller has made a limited number of representations and warranties to Buyer in this Contract. In consideration of Buyer waiving additional conditions, representations or warranties from Seller, Seller and Buyer hereby agree as follows:

5.1. **Condition Precedent.** Buyer's obligation to close under this Contract shall be subject to the satisfaction of the following conditions precedent enumerated below. In the event any one of these conditions is not satisfied for any reason whatsoever, then this Contract shall terminate, and Buyer and Seller shall be fully relieved from all further rights and responsibilities under this contract.

(A) The complete execution of this Contract by Seller and Buyer and the approval of this Contract by Buyer's City Council at a public meeting, pursuant to §166.045, Fla. Stat.

(B) No action, suit, proceeding, or official investigation shall have been threatened, announced, or commenced by any person or federal, state or local government authority or agency that seeks to enjoin, assess civil or criminal penalties against, or obtain any judgment, order, or consent decree, with respect to either party hereto, in connection with their respective representations and obligations under this Contract.

(C) Seller shall fully comply with the provisions of Section 286.23, Florida Statutes by executing and delivering an Affidavit in the form of the Affidavit of Interest in Real Property - Florida Statute 286.23, a copy of which is attached hereto as **Exhibit "B."**

5.2. **Inspection Period.** Buyer shall have until the date of Closing (herein the "**Inspection Period**") in which to conduct an investigation of the Property, including, by way of illustration and not in limitation and subject to Section 4.16: inspections as to the physical condition of the Property, investigate the availability of utilities, status of zoning or ability to rezone, zoning codes, building codes, physical condition and any other condition or characteristic of the Property which Buyer may deem necessary or relevant to Buyer in purchasing the Property. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the Inspection Period for the purposes of conducting inspections. Buyer has the sole and absolute discretion to determine whether the Property is suitable for Buyer's intended use. Should Buyer for any reason become dissatisfied or concerned with the result of any such investigation, then Buyer may, prior to the expiration of the Inspection Period, terminate this Contract by written notice thereof to Seller. Notwithstanding anything to the contrary contained herein, if Buyer has not terminated this Contract by written notice delivered to Seller prior to Closing, then the Deposit (if any) shall be applicable to the Purchase Price but non-refundable, other than pursuant to Section 5.1 hereof, except in the event of a default by Seller hereunder.

5.3. **Delivery of Materials.** Within five (5) days after the Effective Date of this Contract, Seller shall deliver to Buyer copies of all existing leases, title policies, studies, tests, environmental audits, soil borings results, surveys, site plans, reports, plans, permits, petitions, warranties, applications, certificates, reservations, agreements, development orders, approvals, maps, aerials and

related materials in its possession relating to the Property.

5.4. **Brokerage.** Buyer and Seller represent to each other that neither party has dealt with or engaged a broker with respect to the transaction contemplated herein. Each party hereby agrees to indemnify the other from and against any claim for brokerage commission or finder's fee asserted by any other person, firm or corporation claiming by, through or under said party.

5.5. **Seller Warranties.** During the period that this Contract is in effect, Seller shall maintain the Property in its current condition, reasonable wear and tear excepted.

5.6. **Seller Not to Convey.** Seller shall not convey any interest in the Property after the signing of this Contract without the prior joinder and written consent of the Buyer.

5.7. **Extensions of Closing Date.** Buyer shall have the unilateral and absolute right to exercise one thirty (30) day extension of the Closing Date. Buyer shall exercise the extension by providing at least three (3) days written notice to Seller. Any other extension shall be by mutual agreement of the parties.

5.8. **Waiver/Time.** The waiver of any breach of any provision hereunder by Buyer or Seller shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.

5.9. **Governing Law.** This Contract shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

5.10. **Representation by Counsel.** The parties acknowledge that each has had an opportunity to be represented in this transaction by counsel.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year indicated below.

WITNESSES:

(print)

(print)

SELLER:

GRACE-SCOTT PROPERTIES, LLC, a
Florida limited liability company

By: _____

Print name: _____

Title: _____

Date: _____

WITNESSES:

(print)

(print)

BUYER:

CITY OF EDGEWATER, FLORIDA

By: _____

Diezel DePew, Mayor

ATTEST:

By: _____

Bonnie Zlotnik, CMC, City Clerk

Date: _____

[CITY SEAL]

EXHIBIT “A”

[LEGAL DESCRIPTION]

**LEGAL DESCRIPTION
EDGEWATER SUNTRAIL
RIGHT-OF-WAY
DEDICATION**

LEGAL DESCRIPTION:

A TRACT OF LAND BEING A PORTION OF LOT 37, ASSESSOR'S SUBDIVISION OF THE G. ALVAREZ GRANT, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 3, PAGE 137, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING A PORTION OF THAT CERTAIN BOUNDARY AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4014, PAGE 2099 OF SAID PUBLIC RECORDS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF WEST PARK AVENUE AND THE WEST RIGHT-OF-WAY LINE OF MANGO TREE DRIVE AS SHOWN ON THE VOLUSIA COUNTY RIGHT-OF-WAY MAP NUMBER R/W 2127, PAGES 1 THROUGH 11, PARK AVENUE, VOLUSIA COUNTY RECORDS; THENCE SOUTH 22°11'45" EAST ALONG THE SAID WEST RIGHT-OF-WAY LINE OF MANGO TREE DRIVE PER OFFICIAL RECORD BOOK 4014, PAGE 2099 OF SAID PUBLIC RECORDS, A DISTANCE OF 20.00 FEET; THENCE NORTH 67°35'02" WEST, A DISTANCE OF 28.09 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF WEST PARK AVENUE PER OFFICIAL RECORD BOOK 3718, PAGE 248 OF SAID PUBLIC RECORDS; THENCE NORTH 67°01'41" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF WEST PARK AVENUE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING IN VOLUSIA COUNTY, FLORIDA AND CONTAINS 197 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) WE HAVE EXAMINED THE FURNISHED COMMITMENT TO INSURE TITLE, COMMITMENT NO. 1561437, PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE: AUGUST 15, 2024. THOSE INSTRUMENTS INCLUDED IN "SCHEDULE B, SECTION 2", OF THE COMMITMENT HAVE BEEN EXAMINED AND ARE REFLECTED HEREON TO THE EXTENT THEY AFFECT THE LANDS SURVEYED.
- (3) BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983.
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (6) THIS SKETCH IS CERTIFIED TO: GRACE SCOTT PROPERTIES LLC; THE CITY OF EDGEWATER

REVISIONS:

10-15-2024 R.J.G. REVISED PER COMMENTS

(THIS IS NOT A SURVEY)

SEE SHEET 2 OF 2 FOR SKETCH OF LEGAL.



Digitally
signed by
David A White
Date:
2024.11.06
12:09:36
-05'00'

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

SECTION 52, TOWNSHIP 17 SOUTH, RANGE 34 EAST

DATE: MARCH 06, 2024

PREP BY: KDM

DRAWN BY: KDM

JOB #: 24-007

O: 24-007 Barfield group Edgewater Suntrail Sketch of Legal Descriptions 24-007 SUNTRAIL 500.dwg Oct 15, 2024 - 2:18pm

SKETCH DESCRIPTION
EDGEWATER SUNTRAIL
RIGHT-OF-WAY
DEDICATION



SCALE
1" = 20'

WEST PARK AVENUE
80' R/W PER R/W MAP NO. 2127
ASPHALT ROADWAY

CENTERLINE OF PARK AVENUE
PER R/W MAP NO. 2127

RIGHT OF WAY
DEDICATION
197 SQ. FT.

SOUTH R/W LINE WEST PARK AVENUE
PER O.R.B. 3718, PAGE 248

A PORTION
OF LOT 37
ASSESSOR'S
SUB OF G.
ALVAREZ GRANT
(M.B. 3, PAGE 137)
AND BEING A
PORTION OF O.R.B.
4014, PAGE 2099

P.O.B.

L3

L1

L2

WEST R/W MANGO TREE DRIVE
PER O.R.B. 4014, PAGE 2099

60' R/W PER O.R.B. 543, PAGE 506
MANGO TREE DRIVE

LEGEND

M.B. MAP BOOK
SQ. FT. SQUARE FEET
R/W RIGHT-OF-WAY
P.O.B. POINT OF BEGINNING
O.R.B. OFFICIAL RECORD BOOK

REVISIONS:

10-15-2024 R.J.G. REVISED PER COMMENTS

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S22°11'45"E	20.00'
L2	N67°35'02"W	28.09'
L3	N67°01'41"E	20.00'

PEC

SURVEYING AND MAPPING, LLC

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WWW.PECONLINE.COM

SECTION 52, TOWNSHIP 17 SOUTH, RANGE 34 EAST

DATE: MARCH 06, 2024

PREP BY: KDM

DRAWN BY: KDM

JOB #: 24-007

O: 24-007 Barfield group Edgewater Suntrail Sketch of Legal Descriptions 24-007 SUNTRAIL SOD.dwg Oct 15, 2024 - 2:18pm

EXHIBIT “B”

AFFIDAVIT OF INTEREST IN REAL PROPERTY – F.S. 286.23

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this _____ day of _____, 2025, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms that the following is true:

The undersigned is the _____ of GRACE-SCOTT PROPERTIES, LLC, a Florida limited liability company, the legal title holder of the real property described on the attached Exhibit “B-1”; and *(select appropriate option below)*:

☐ *(check if applicable)* – The name(s) and address(es) of every person having a beneficial interest in the real property described on the attached Exhibit “B-1” however small or minimal is/are:

	Name	Address
a)		
b)		
c)		

☐ *(check if applicable)* – All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

[SIGNATURE ON FOLLOWING PAGE]

WITNESSES:

GRACE-SCOTT PROPERTIES, LLC, a
Florida limited liability company

(print)

(print)

By: _____

Print name: _____

Title: _____

STATE OF _____

COUNTY OF _____

SWORN TO and subscribed before me by means of ☐ physical presence or ☐ online
notarization this _____ day of _____, 2025, by _____ the
_____ of GRACE-SCOTT PROPERTIES, LLC, a Florida limited liability company
(check one) ☐ who is personally known to me or ☐ who provided
_____ as identification.

Print Name: _____

Notary Public

EXHIBIT “B-1”
[LEGAL]

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10-15-2024 R.J.G. REVISED PER COMMENTS

(THIS IS NOT A SURVEY)

SEE SHEET 2 OF 2 FOR SKETCH OF LEGAL.



Digitally
signed by
David A White
Date:
2024.11.06
12:09:36
-05'00'

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

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RIGHT-OF-WAY
DEDICATION



SCALE
1" = 20'

WEST PARK AVENUE
80' R/W PER R/W MAP NO. 2127
ASPHALT ROADWAY

CENTERLINE OF PARK AVENUE
PER R/W MAP NO. 2127

RIGHT OF WAY
DEDICATION
197 SQ. FT.

SOUTH R/W LINE WEST PARK AVENUE
PER O.R.B. 3718, PAGE 248

A PORTION
OF LOT 37
ASSESSOR'S
SUB OF G.
ALVAREZ GRANT
(M.B. 3, PAGE 137)
AND BEING A
PORTION OF O.R.B.
4014, PAGE 2099

P.O.B.

L3

L1

L2

WEST R/W MANGO TREE DRIVE
PER O.R.B. 4014, PAGE 2099

MANGO TREE DRIVE
60' R/W PER O.R.B. 543, PAGE 506

LEGEND

M.B. MAP BOOK
SQ. FT. SQUARE FEET
R/W RIGHT-OF-WAY
P.O.B. POINT OF BEGINNING
O.R.B. OFFICIAL RECORD BOOK

REVISIONS:

10-15-2024 R.J.G. REVISED PER COMMENTS

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S22°11'45"E	20.00'
L2	N67°35'02"W	28.09'
L3	N67°01'41"E	20.00'

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
WWW.PECONLINE.COM

SECTION 52, TOWNSHIP 17 SOUTH, RANGE 34 EAST

DATE: MARCH 06, 2024

PREP BY: KDM

DRAWN BY: KDM

JOB #: 24-007

O: 24-007 Barfield group Edgewater Suntrail Sketch of Legal Descriptions 24-007 SUNTRAIL SOD.dwg Oct 15, 2024 - 2:18pm