



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Public Hearing

H.1.

5/19/2020

Subject:

Developer's Agreement: Tract G, Indian River Preserve

Developer: Indian River Preserve Estates Corp.

District 1

Fiscal Impact:

None

Dept/Office:

Planning and Development

Requested Action:

In accordance with Section 163.3220, et. seg., Florida Statutes and Section 62-605 of Brevard County Code, it is requested that the Board of County Commissioners conduct the second public hearing approving the Developer's Agreement with Indian River Preserve Estates Corp.; and authorize the Chair to sign the Termination of Indemnification Agreement as well as any other documents required by the Developer's Agreement.

Summary Explanation and Background:

The intent of the Developer's Agreement between the County and Indian River Preserve Estates Corp. is to replace current unpaved access to the County's waste water treatment plant with a continuous paved access from State Road 46. This will require the realignment of the current access through Tract G. The County is the legal owner of a portion of Tract G, and has been granted an easement over the private right-of-way for ingress and egress across Indian River Preserve Estates Corp. property.

The County agrees to:

- Deed their portion of Tract G to the Developer, its successor's or homeowner's associations.
- Terminate the Indemnification Agreement over a portion of Tract G.

The Developer agrees to:

- Cause, at their sole expense, the unpaved remainder of Tract G west of Indian River Drive, to be constructed as a paved private roadway to also provide access to the County's waste water treatment plant.
- Grant the County two perpetual easements for ingress and egress, and operation, installation and maintenance of County owned utilities and emergency vehicles
- Cause any homeowner's association articles or by-laws presently in effect to be amended to include the responsibility of maintenance for the paved access in perpetuity.

This Board agenda has three items (F.4., Final Plat for the Lakes at Indian River Preserve; H.2., Petition to

412

Vacate Ingress/egress & Well Site Easement - Walkabout PUD) related to the developer's agreement; and H.5., Permanent Access and Utility Easements, Resolution and County Deed associated with the Developer's Agreement for Indian River Preserve Estates.

Reference: 17SD00018, 19SD00005

Contact: Tad Calkins, Director Ext. 58299

Clerk to the Board Instructions:

Please record the Development Agreement in the Public Records of Brevard County and return a certified copy to Planning and Development.



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

May 20, 2020

M E M O R A N D U M

TO: Tad Calkins, Planning and Development Director

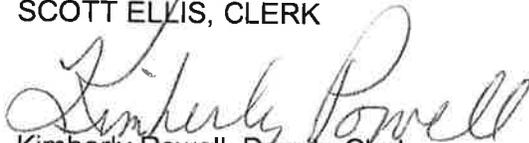
RE: Item H.1, Developer's Agreement: Tract G, Indian River Preserve, Developer: Indian River Preserve Estates Corp

The Board of County Commissioners, in regular session on May 19, 2020, conducted the second public hearing approving the Developer's Agreement with Indian River Preserve Estates Corp.; and authorized the Chair to sign the Termination of Indemnification Agreement as well as any other documents required by the Developer's Agreement. Enclosed is a certified copy of the Developer's Agreement.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK


Kimberly Powell, Deputy Clerk

/cw

Encl. (1)

cc: County Attorney

Resolution 2020 - 052

**Vacating Ingress/Egress and Well Site easements in "Walkabout P.U.D." Subdivision, Mims, Florida,
lying in Sections 1 & 12, Township 21 South, Range 34 East**

WHEREAS, pursuant to Article II, Section 86-36, Brevard County Code, a petition has been filed by **FLORIDA LAND & CATTLE CORPORATION** with the Board of County Commissioners to vacate a portion of two public utility easements in Brevard County, Florida, described as follows:

SEE ATTACHED SKETCH & DESCRIPTION

WHEREAS, the vacating action will in no way affect any private easements which may also be present in the existing public easement(s) or public right-of-way, nor does this action guarantee or transfer title.

WHEREAS, notice of the public hearing before the Board of County Commissioners was published one time in the TODAY Newspaper, a newspaper of general circulation in Brevard County, Florida, prior to the public hearing; and

WHEREAS, the Board finds that vacating ingress/egress and well site easements will not be detrimental to Brevard County or the public.

THEREFORE BE IT RESOLVED that said portion of ingress/egress and well site easements is hereby vacated; and Brevard County renounces and disclaims any rights in and to said easements. Pursuant to Section 177.101(5), Florida Statutes, the vacating shall not become effective until a certified copy of this resolution is filed in the offices of the Clerk of Courts and recorded in the Public Records of Brevard County.

DONE, ORDERED AND ADOPTED, in regular session, this 19th day of May, 2020 A.D.

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

ATTEST:



SCOTT ELLIS, CLERK



Bryan Lober, Chair

As approved by the Board on:
May 19, 2020

LEGAL DESCRIPTION

SECTION 1 & 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST

PARENT PARCEL ID#:

PURPOSE: VACATE EXISTING EASEMENT & WELL SITE EASEMENT

EXHIBIT "A"

SHEET 1 OF 7

NOT VALID WITHOUT ALL SHEETS 1 - 7

THIS IS NOT A SURVEY

LEGAL DESCRIPTION

WELL SITE 2A, WELL SITE G AND A PORTION OF A 20 FOOT WIDE INGRESS EASEMENT AS RECORDED IN ORB 3947, PAGE 3259 AND ORB 3947, PAGE 3271.

ALL OF WELL SITE 2A, ALL OF WELL SITE G AS DESCRIBED IN ORB 3947, PAGE 3271 AND THAT PART OF A 20.00 FOOT WIDE INGRESS/EGRESS AND PIPELINE EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 3947, PAGE 3259 ALSO SHOWN ON THE PLAT OF WALKABOUT P.U.D. AS RECORDED IN PLAT BOOK 49, PAGE 27, LYING SOUTH OF THE SOUTH LINE OF THE PREVIOUSLY VACATED INGRESS/EGRESS EASEMENT AS RECORDED IN ORB 5453, PAGE 3239 AND LYING NORTH OF A RADIAL LINE EXTENDING S52°58'10"W FROM THE NORTHERN MOST CORNER OF TRACT B2 OF NEW SOUTH WALES AND LORRIKEET AT WALKABOUT AS RECORDED IN PLAT BOOK 55, PAGE 18. ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

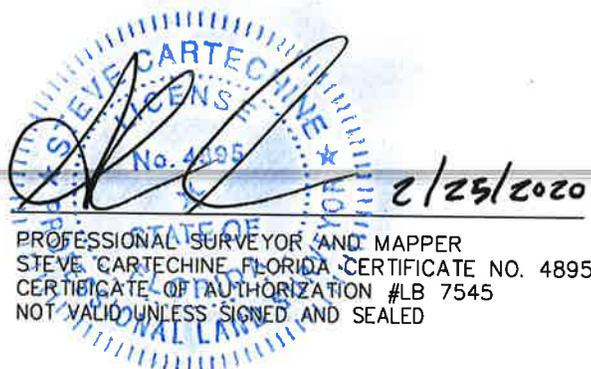
CONTAINING 1.99 ACRES / 86,518 SQUARE FEET OF LAND MORE OR LESS.

SURVEYORS NOTES:

- 1.) BEARINGS BASED ON THE ASSUMPTION THAT THE EAST LINE OF TRACT GC1 BEARS S21°27'00"W PER QUANTUM PLACE AT WALKABOUT (POD 9), PLAT BOOK 52 PAGES 58-64.
- 2.) THIS SKETCH IS NOT A SURVEY, ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREON.

LEGEND

ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
PG = PAGE
N = NORTH
S = SOUTH
E = EAST
W = WEST
WL = CONSERVATION EASEMENT TITLE


PROFESSIONAL SURVEYOR AND MAPPER
STEVE CARTECHINE, FLORIDA CERTIFICATE NO. 4895
CERTIFICATE OF AUTHORIZATION #LB 7545
NOT VALID UNLESS SIGNED AND SEALED

PREPARED FOR AND CERTIFIED TO:
BREVARD COUNTY, FLORIDA

PREPARED BY:
INDIAN RIVER SURVEY, INC.
PROFESSIONAL SURVEYING AND MAPPING

SKETCH OF DESCRIPTION

SECTION 1 & 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST

PARENT PARCEL ID#:

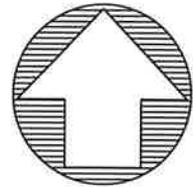
PURPOSE: VACATE EXISTING EASEMENT & WELL SITE EASEMENT

EXHIBIT "A"

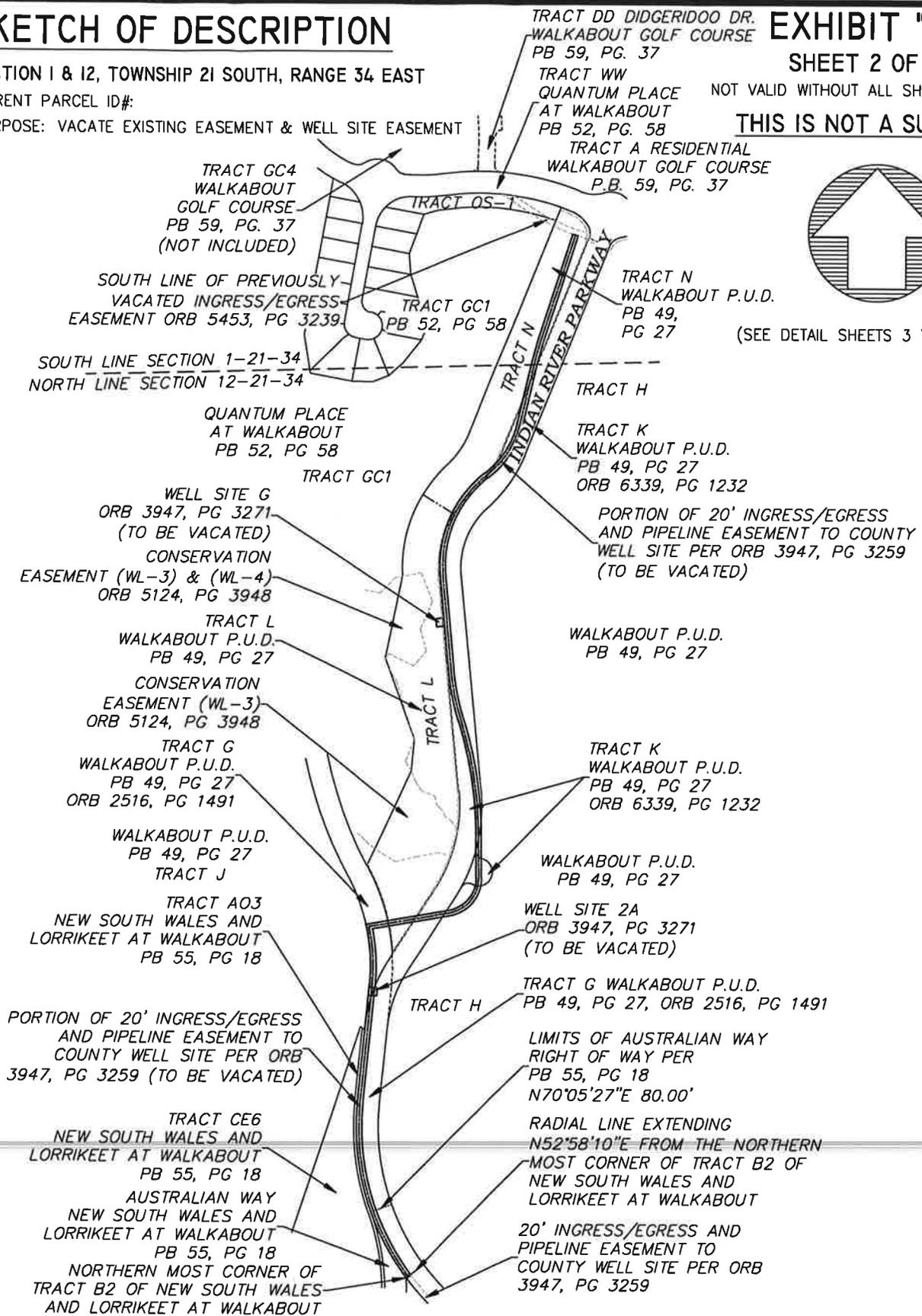
SHEET 2 OF 7

NOT VALID WITHOUT ALL SHEETS 1 - 7

THIS IS NOT A SURVEY



(SEE DETAIL SHEETS 3 THROUGH 7)



PREPARED BY:
 INDIAN RIVER SURVEY, INC.
 PROFESSIONAL SURVEYING AND MAPPING

SCALE:
 1"=500'
 PROJECT NO.:
 17-190

SECTION 1 & 12
 TOWNSHIP 21 SOUTH
 RANGE 34 EAST

SKETCH OF DESCRIPTION

SECTION 1 & 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST

PARENT PARCEL ID#:

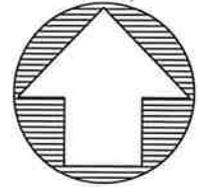
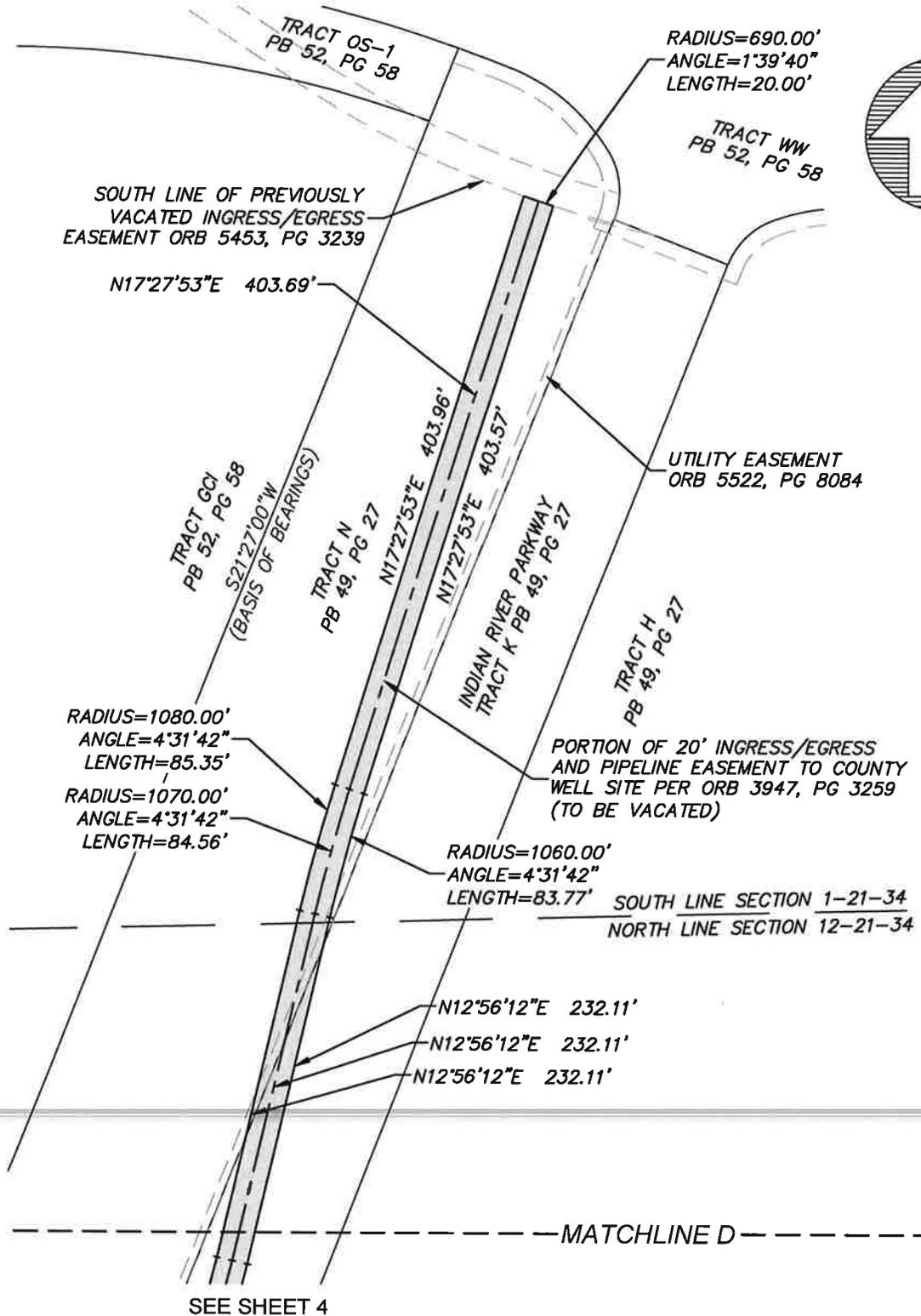
PURPOSE: VACATE EXISTING EASEMENT & WELL SITE EASEMENT

DETAIL

SHEET 3 OF 7

NOT VALID WITHOUT ALL SHEETS 1 - 7

THIS IS NOT A SURVEY



PREPARED BY:
INDIAN RIVER SURVEY, INC.
PROFESSIONAL SURVEYING AND MAPPING

SCALE: 1"=100'

PROJECT NO.:
17-190

SECTION 1 & 12
TOWNSHIP 21 SOUTH
RANGE 34 EAST

SKETCH OF DESCRIPTION

SECTION 1 & 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST

PARENT PARCEL ID#:

PURPOSE: VACATE EXISTING EASEMENT & WELL SITE EASEMENT

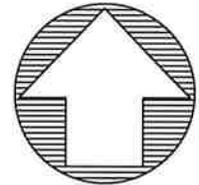
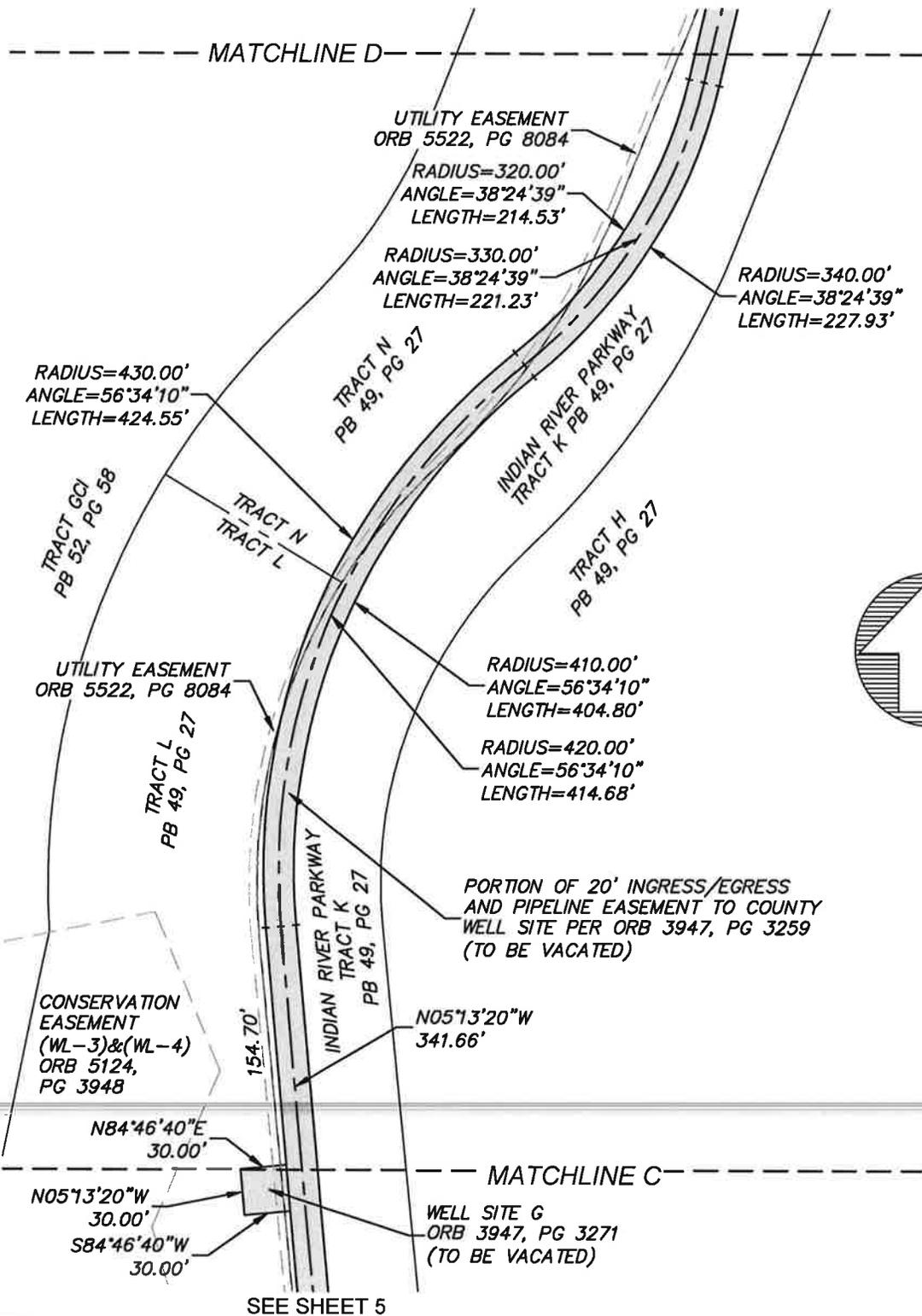
DETAIL

SHEET 4 OF 7

NOT VALID WITHOUT ALL SHEETS 1 - 7

THIS IS NOT A SURVEY

SEE SHEET 3



SEE SHEET 5

PREPARED BY:
INDIAN RIVER SURVEY, INC.
PROFESSIONAL SURVEYING AND MAPPING

SCALE: 1"=100'

PROJECT NO.:
17-190

SECTION 1 & 12
TOWNSHIP 21 SOUTH
RANGE 34 EAST

SKETCH OF DESCRIPTION

DETAIL

SECTION 1 & 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST

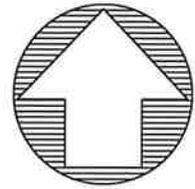
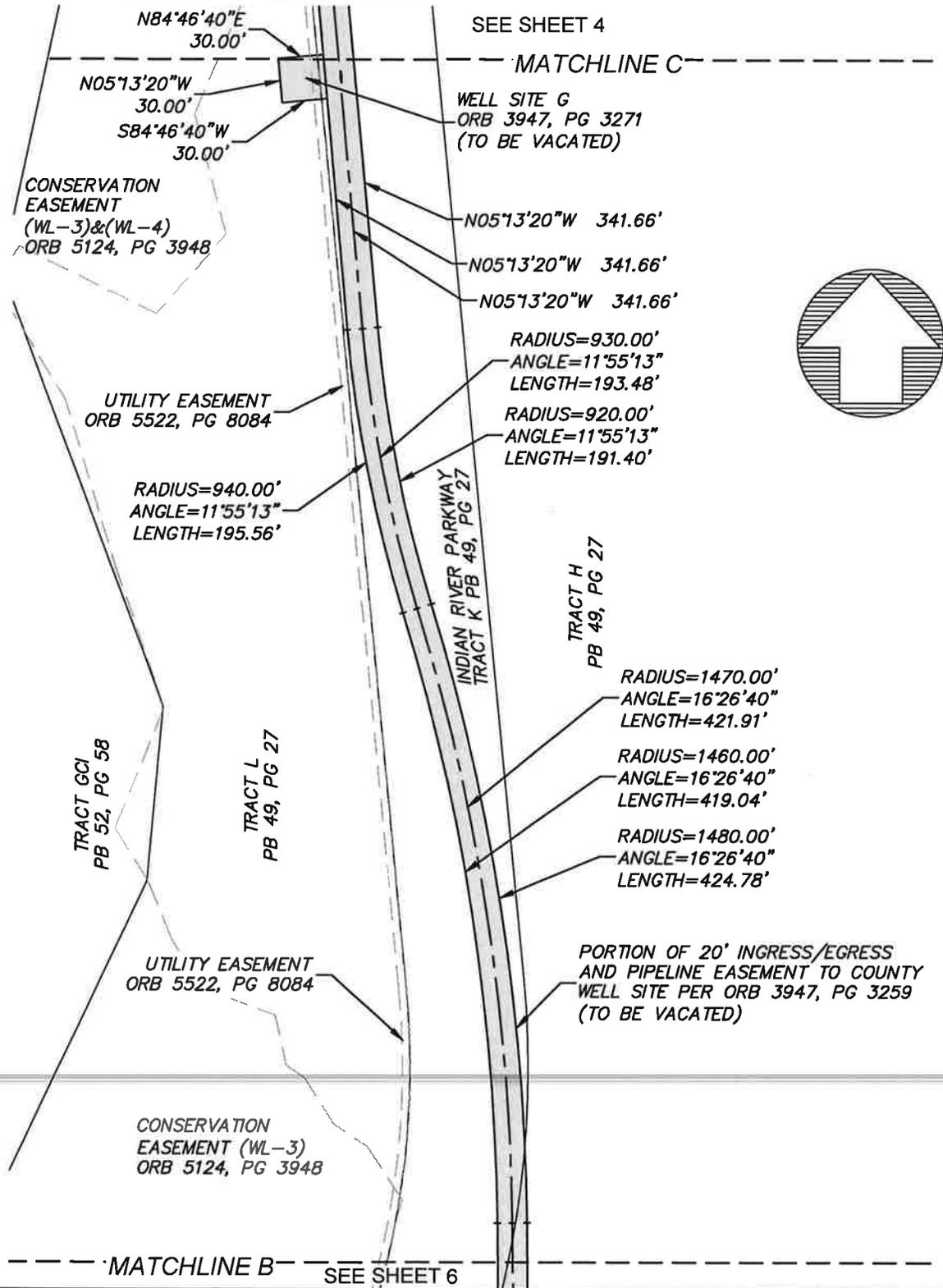
SHEET 5 OF 7

PARENT PARCEL ID#:

NOT VALID WITHOUT ALL SHEETS 1 - 7

PURPOSE: VACATE EXISTING EASEMENT & WELL SITE EASEMENT

THIS IS NOT A SURVEY



PREPARED BY:
INDIAN RIVER SURVEY, INC.
PROFESSIONAL SURVEYING AND MAPPING

SCALE: 1"=100'
PROJECT NO.:
17-190

SECTION 1 & 12
TOWNSHIP 21 SOUTH
RANGE 34 EAST

SKETCH OF DESCRIPTION

EXHIBIT "A"

SHEET 6 OF 7

SECTION 1 & 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST

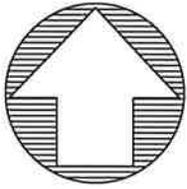
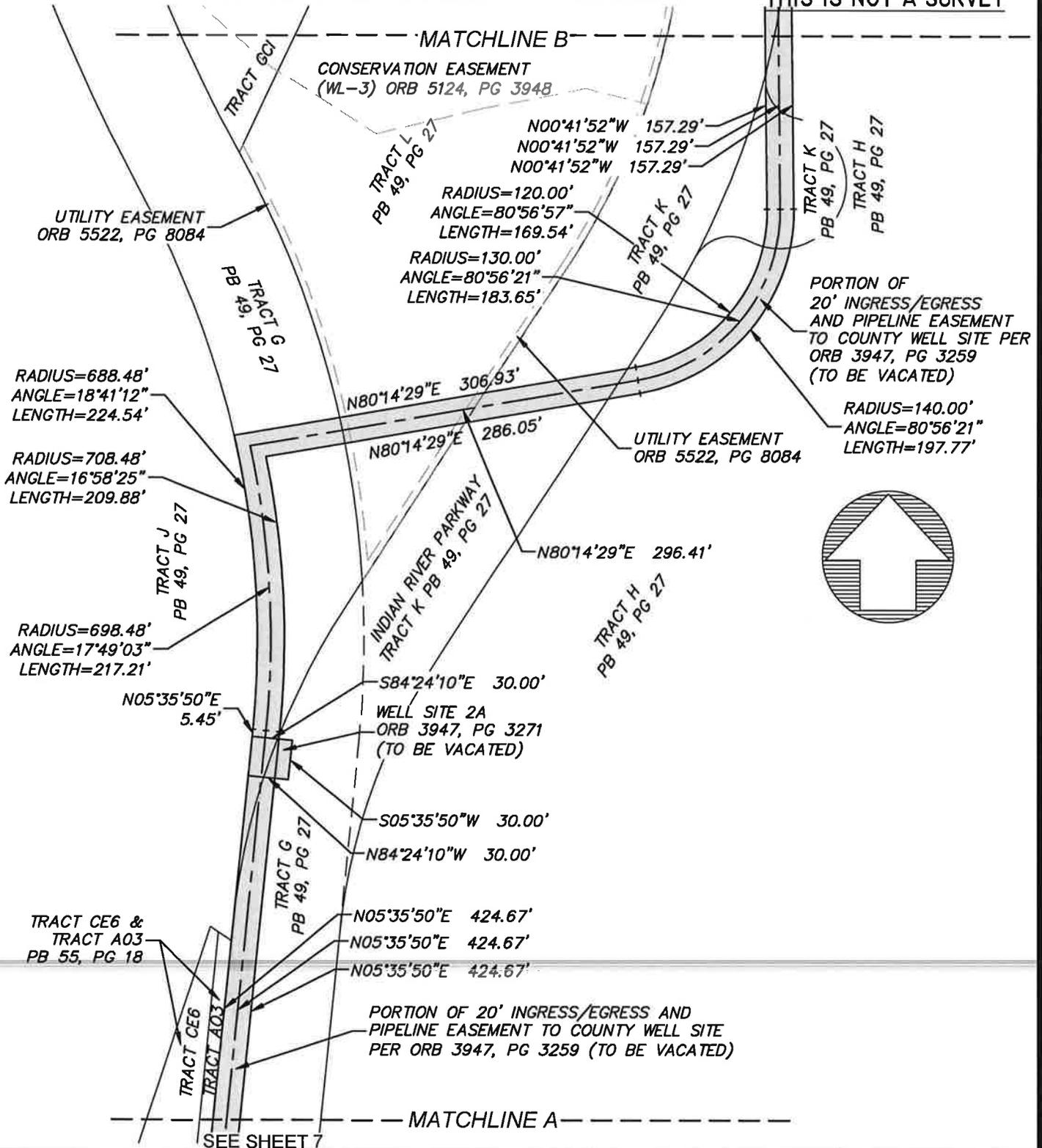
NOT VALID WITHOUT ALL SHEETS 1 - 7

PARENT PARCEL ID#:

PURPOSE: VACATE EXISTING EASEMENT & WELL SITE EASEMENT

SEE SHEET 5

THIS IS NOT A SURVEY



PREPARED BY:
 INDIAN RIVER SURVEY, INC.
 PROFESSIONAL SURVEYING AND MAPPING

SCALE: 1"=100'
 PROJECT NO.:
 17-190

SECTION 1 & 12
 TOWNSHIP 21 SOUTH
 RANGE 34 EAST

SKETCH OF DESCRIPTION

SECTION 1 & 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST

PARENT PARCEL ID#:

PURPOSE: VACATE EXISTING EASEMENT & WELL SITE EASEMENT

EXHIBIT "A"

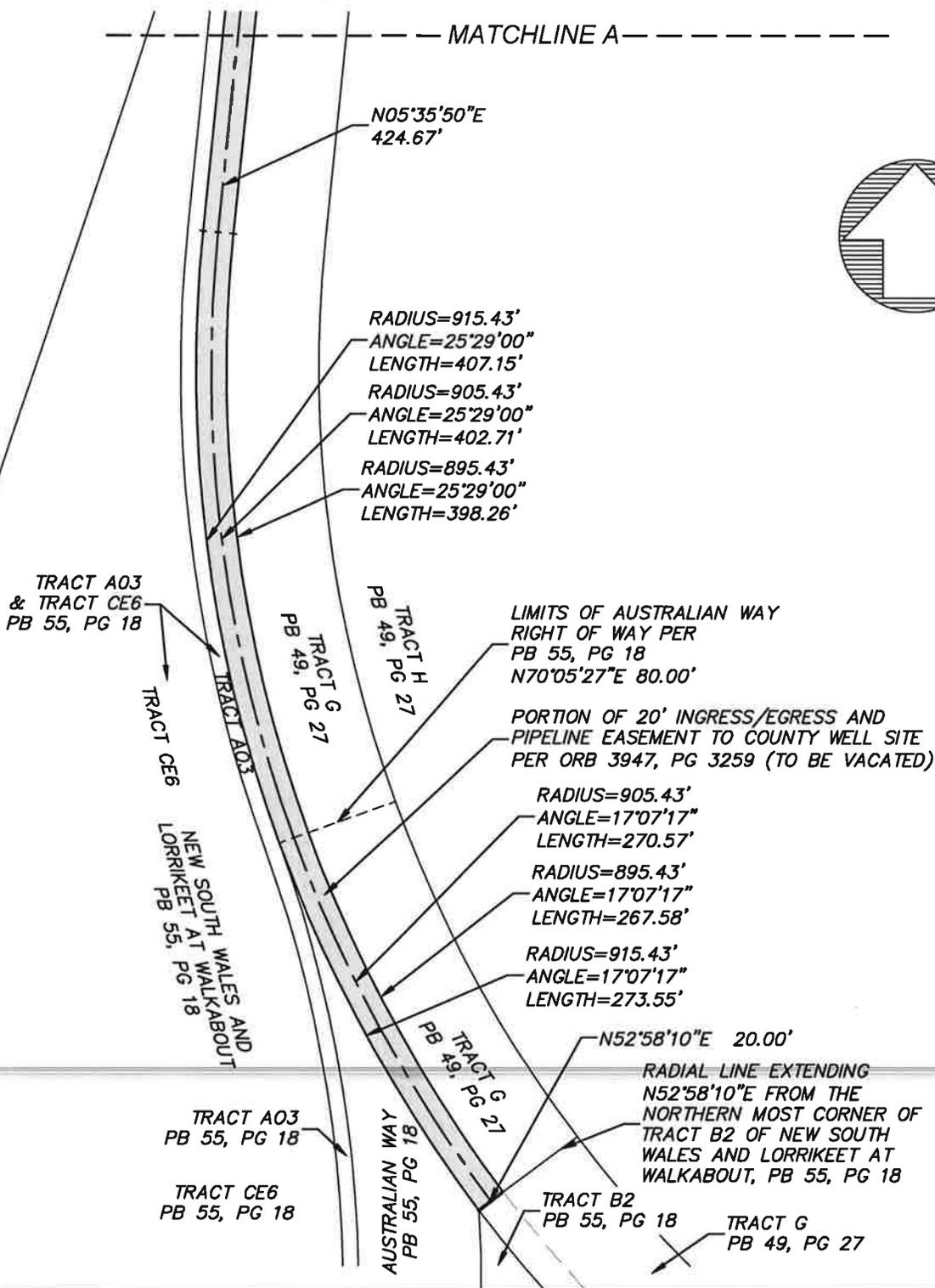
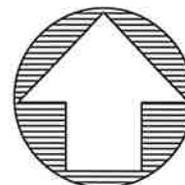
SHEET 7 OF 7

NOT VALID WITHOUT ALL SHEETS 1 - 7

THIS IS NOT A SURVEY

SEE SHEET 6

MATCHLINE A



PREPARED BY:
 INDIAN RIVER SURVEY, INC.
 PROFESSIONAL SURVEYING AND MAPPING

SCALE: 1"=100'

PROJECT NO.:
 17-190

SECTION 1 & 12
 TOWNSHIP 21 SOUTH
 RANGE 34 EAST



Amber Holley
BREVARD CTY PUBLIC WORKS DEPT
2725 JUDGE FRAN JAMIESON WAY
BLDG A 220
VIERA, FL 32940

STATE OF WISCONSIN COUNTY OF BROWN

Before the undersigned authority personally appeared Joe Heynen who on oath says that he or she is a Legal Advertising Representative of the FLORIDA TODAY, a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

LEGAL NOTICES

as published in FLORIDA TODAY in the issue(s) of:

5/4/2020

Affiant further says that the said FLORIDA TODAY is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in MELBOURNE in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 4th of May 2020, by Joe Heynen who is personally known to me

[Handwritten signature]

Affiant

[Handwritten signature: Vicky Felty]

Notary State of Wisconsin County of Brown

9/19/21

My commission expires

Publication Cost \$274.84
Ad No: 0004171363
Customer No: BRE-6BR327



Ad#4171363 5/4/2020

LEGAL NOTICE
NOTICE FOR THE VACATING OF WELL SITE 2A, WELL SITE G, AND A PORTION OF A 20.0 FT. WIDE INGRESS/EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3947, PAGE 3259 AND OFFICIAL RECORDS BOOK 3947, PAGE 3271, IN SECTION 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST, MIMS, FL

NOTICE IS HEREBY GIVEN that pursuant to Chapter 336.09, Florida Statutes, and Chapter 86, Article II, Section 86-36, Brevard County Code, a petition has been filed by FLORIDA LAND & CATTLE CORPORATION with the Board of County Commissioners of Brevard County, Florida, to request vacating the following described property, to wit:

WELL SITE 2A, WELL SITE G AND A PORTION OF A 20-FOOT-WIDE INGRESS EASEMENT AS RECORDED IN ORB 3947, PAGE 3259 AND ORB 3947, PAGE 3271. ALL OF WELL SITE 2A, ALL OF WELL SITE G AS DESCRIBED IN ORB 3947, PAGE 3271 AND THAT PART OF A 20.00 FOOT WIDE INGRESS/EGRESS AND PIPELINE EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 3947, PAGE 3259 ALSO SHOWN ON THE PLAT OF WALKABOUT P.U.D. AS RECORDED IN PLAT BOOK 49, PAGE 27, LYING SOUTH OF THE SOUTH LINE OF THE PREVIOUSLY VACATED INGRESS/EGRESS EASEMENT AS RECORDED IN ORB 5453, PAGE 3239 AND LYING NORTH OF A RADIAL LINE EXTENDING 552°58'10"W FROM THE NORTHERN MOST CORNER OF TRACT B2 OF NEW SOUTH WALES AND LORRIKETT AT WALKABOUT AS RECORDED IN PLAT BOOK 55, PAGE 18. ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, CONTAINING 1.99 ACRES / 86,518 SQUARE FEET OF LAND MORE OR LESS. PREPARED BY: STEVE CARTECHINE, PSM.

The Board of County Commissioners will hold a public hearing to determine the advisability of such vacating of the above-described easement at 9:00 A.M. on May 19, 2020 at the Brevard County Government Center Board Room, Building C, 2725 Judge Fran Jamieson Way, Viera, Florida, at which time and place all those for or against the same may be heard before final action is taken.

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the board, agency, or commission with respect to the vacating, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

Persons seeking to preserve a verbatim transcript of the record must make those arrangements at their own expense.

The needs of hearing or visually impaired persons shall be met if the department sponsoring the meeting/hearing is contacted at least 48 hours prior to the public meeting/hearing by any person wishing assistance.



Amber Holley
BREVARD CTY PUBLIC WORKS DEPT
2725 JUDGE FRAN JAMIESON WAY
BLDG A 220
VIERA, FL 32940

STATE OF WISCONSIN COUNTY OF BROWN

Before the undersigned authority personally appeared Joe Heynen who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY**, a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

LEGAL NOTICES

as published in **FLORIDA TODAY** in the issue(s) of:

5/26/2020

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 26th of May 2020, by Joe Heynen who is personally known to me

Affiant

Notary State of Wisconsin County of Brown

9/19/21

My commission expires

Publication Cost \$195.86
Ad No: 0004205402
Customer No: BRE-6BR327

AD#4205402, 5/26/2020
LEGAL NOTICE
RESOLUTION VACATING
INGRESS/EGRESS AND WELL SITE
EASEMENTS IN "WALKABOUT P.U.D."
SUBDIVISION, MIMS, LYING IN SECTIONS
1 & 12, TOWNSHIP 21 SOUTH, RANGE 34
EAST AS PETITIONED BY FLORIDA LAND
& CATTLE CORPORATION

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that on the 19th day of May 2020, the Board of County Commissioners of Brevard County, Florida, adopted a Resolution vacating Ingress/Egress and Well Site Easements in "Walkabout P.U.D." Subdivision, Mims, lying in Sections 1 & 12, Township 21 South, Range 34 East, as petitioned by Florida Land & Cattle Corporation.

WELL SITE 2A, WELL SITE G AND A PORTION OF A 20 FOOT WIDE INGRESS EASEMENT AS RECORDED IN ORB 3947, PAGE 3259 AND ORB 3947, PAGE 3271. ALL OF WELL SITE 2A, ALL OF WELL SITE G AS DESCRIBED IN ORB 3947, PAGE 3271 AND THAT PART OF A 20.00 FOOT WIDE INGRESS/EGRESS AND PIPELINE EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 3947, PAGE 3259 ALSO SHOWN ON THE PLAT OF WALKABOUT P.U.D. AS RECORDED IN PLAT BOOK 49, PAGE 22, LYING SOUTH OF THE SOUTH LINE OF THE PREVIOUSLY VACATED INGRESS/EGRESS EASEMENT AS RECORDED IN ORB 5453, PAGE 3239 AND LYING NORTH OF A RADIAL LINE EXTENDING 55°58'10"W FROM THE NORTHERN MOST CORNER OF TRACT B2 OF NEW SOUTH WALES AND LORRIKETT AT WALKABOUT AS RECORDED IN PLAT BOOK 55, PAGE 18. ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, CONTAINING 1.99 ACRES / 86,518 SQUARE FEET OF LAND MORE OR LESS, PREPARED BY: STEVE CARTECHINE, PSIA. The Board further renounced and disclaimed any right of the County in and to said public easements.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA
SCOTT ELLIS, CLERK
BY: Kimberly Powell, Deputy Clerk



Resolution 2020 - 053

Vacating a part of two public utility easements in "Sunset Groves Unit Two" Subdivision, Merritt Island, Florida, lying in Section 10, Township 24 South, Range 36 East

WHEREAS, pursuant to Article II, Section 86-36, Brevard County Code, a petition has been filed by **KEVIN ZARI AND SERENELLA CIRANNI ZARI** with the Board of County Commissioners to vacate a portion of two public utility easements in Brevard County, Florida, described as follows:

SEE ATTACHED SKETCH & DESCRIPTION

WHEREAS, the vacating action will in no way affect any private easements which may also be present in the existing public easement(s) or public right-of-way, nor does this action guarantee or transfer title.

WHEREAS, notice of the public hearing before the Board of County Commissioners was published one time in the TODAY Newspaper, a newspaper of general circulation in Brevard County, Florida, prior to the public hearing; and

WHEREAS, the Board finds that vacating a portion of two public utility easements will not be detrimental to Brevard County or the public.

THEREFORE BE IT RESOLVED that said portion of two public utility easements is hereby vacated; and Brevard County renounces and disclaims any rights in and to said easements. Pursuant to Section 177.101(5), Florida Statutes, the vacating shall not become effective until a certified copy of this resolution is filed in the offices of the Clerk of Courts and recorded in the Public Records of Brevard County.

DONE, ORDERED AND ADOPTED, in regular session, this 19th day of May, 2020 A.D.

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

ATTEST:



SCOTT ELLIS, CLERK



Bryan Lober, Chair

As approved by the Board on:
May 19, 2020

LEGAL DESCRIPTION

(NOT A SURVEY)

SECTION 10, TOWNSHIP 24 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA

PURPOSE OF SKETCH AND DESCRIPTION:

TO VACATE TWO, 7.5' WIDE UTILITY EASEMENTS.

LEGAL DESCRIPTION:

THE 7.5 FOOT PUBLIC UTILITY EASEMENT LYING ALONG THE NORTHERLY LINE OF LOT 2 AND THE 7.5 FOOT PUBLIC UTILITY EASEMENT LYING ALONG THE SOUTHERLY LINE OF LOT 3, BLOCK D, LESS THE WEST 23 FEET WIDE EASEMENT FOR SIDEWALKS, PUBLIC INGRESS/EGRESS, DRAINAGE AND PUBLIC UTILITIES, AND LESS THE EAST 38.5 FEET DRAINAGE EASEMENT.

LOT 2 & LOT 3 BLOCK D OF SUNSET GROVES UNIT 2 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 41 AT PAGE 34 & 35 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CONTAINING 2684 SQUARE FEET, MORE OR LESS.

SURVEYORS NOTES:

- 1) THE BEARING BASE FOR THIS SURVEY IS A PLATTED BEARING OF N89°27'01"E ALONG THE SOUTHERN RIGHT OF WAY OF DUVAL STREET, ALL OTHER BEARINGS ARE RELATIVE THERETO.
- 2) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN. NO TITLE OPINION IS EXPRESSED OR IMPLIED.
- 3) THIS SKETCH IS NOT INTENDED TO LOCATE EXISTING UNDERGROUND FOUNDATIONS, ENCROACHMENTS, OR ANY IMPROVEMENTS EXCEPT AS SHOWN.
- 4) THIS SKETCH IS NOT A BOUNDARY SURVEY.
- 5) THE INFORMATION WAS PROVIDED BY THE CLIENT.
- 6) IMPROVEMENTS SHOWN HEREON ARE BASED ON THE SURVEY PREPARED BY CAMPBELL SURVEYING, ENGINEERING & PLANNING, PROJECT NO. 2018-237, DATED 06/30/2018.
- 7) UPON A SITE VISIT DATED 03/20/2020, NO NEW IMPROVEMENTS WERE OBSERVED BASED ON THE BOUNDARY SURVEY PERFORMED BY CAMPBELL; SURVEY DATED: 06-30-2018 PROJECT* 2018-237, OTHER THAN THOSE SHOWN.

IF PRESENT, THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DAVID C SHERMAN P.S.M. ON 03/20/2020



PROJECT ADDRESS:
3341 BISCAYNE DR
MERRITT ISLAND FL 32953
PARCEL ID: 24-36-10-07-D-2
DATE: 03/20/2020

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PREPARED FOR:
KEVIN J ZARI
SERENELLA CIRANNI

Total Control Surveys, LLC
LAND SURVEYING AND MAPPING

PROJECT* SKETCH_24-36-10-07-D-2
SHEET: 1 OF 2
NOT VALID WITHOUT THE SKETCH
ON SHEET 2 OF 2

TOTAL CONTROL SURVEYS, LLC
555 FILLMORE AVE APT 508
CAPE CANAVERAL, FLORIDA 32920-3180
PROFESSIONAL SURVEYOR & MAPPER
LICENSED BUSINESS L.B. #8263
EMAIL: INFO@TOTAL-CONTROL-SURVEYS.COM
PHONE: (860) 712-7776

THE UNDERSIGNED, AS REPRESENTATIVE OF TOTAL CONTROL SURVEYS, LLC LB8263, HEREBY CERTIFIES THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

MARCH 20, 2020
DAVID C. SHERMAN REGISTERED LAND SURVEYOR LS#7182 DATE

SKETCH OF DESCRIPTION

(NOT A SURVEY)

SECTION 10, TOWNSHIP 24 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA



DUVAL STREET 50' PUBLIC R/W (BIT.)

N89° 27' 01" E (P)

N89° 27' 01" E, 200.72'

P/L CURVE DATA
DEL = 94° - 04' - 31"
RAD = 25.00'
ARC = 41.04'
CH = 36.59'
CB = S42° - 22' - 18" W

(TCS) - LOCATED BY
TOTAL CONTROL SURVEYS
ON 03/20/2020

ALL UTILITIES LOCATED BY
TOTAL CONTROL SURVEYS
ON 03/20/2020

EXPLANATION OF ABBREVIATIONS

- | | | |
|-----------------------------------|-----------------------------|------------------------------------|
| PC - POINT OF CURVATURE | A/C - AIR CONDITIONER | C/L - CENTERLINE |
| PCC - POINT OF COMPOUND CURVATURE | FH - FIRE HYDRANT | R/W - RIGHT OF WAY |
| POT - POINT OF TERMINUS | EM - ELECTRIC METER | P/L - PROPERTY LINE |
| PRC - POINT OF REVERSE CURVATURE | WM - WATER METER | NIDF - NAIL IN DISK FOUND |
| PI - POINT OF TANGENCY | GM - GAS METER | IRCF - IRON ROD & CAP FOUND |
| POB - POINT OF INTERSECTION | WG - WATER GATE | IRF - IRON ROD FOUND |
| POB - POINT OF BEGINNING | GG - GAS GATE | IRS - IRON ROD SET LB #8263 |
| POC - POINT OF COMMENCEMENT | CONC - CONCRETE | BM - BENCH MARK |
| RAD - RADIUS | CBS - CONC BLOCK STRUCTURE | PRM - PERMANENT REFERENCE MONUMENT |
| DEL - DELTA OR CENTRAL ANGLE | FR - FRAME | PCP - PERMANENT CONTROL POINT |
| ARC - LENGTH OF ARC | BIT - BITUMINOUS | CM - CONCRETE MONUMENT |
| CH - CHORD LENGTH | TELE - TELEPHONE SERVICE | FND - FOUND |
| CB - CHORD BEARING | WUP - WOOD UTILITY POLE | N/F - NOT FOUND |
| (D) - DEED | CUP - CONCRETE UTILITY POLE | |
| (P) - PLAT | C&G - CURB AND GUTTER | |
| (M) - MEASURED | SF - SQUARE FEET | |
| LS - LICENSED SURVEYOR | +/- - MORE OR LESS | |
| LB - LICENSED BUSINESS | | |



PROJECT ADDRESS:
3341 BISCAYNE DR
MERRITT ISLAND FL 32953
PARCEL ID: 24-36-10-07-D-2
DATE: 03/20/2020

PLOTTED BY: D.S.
CHECKED BY: D.S.

PROJECT: SKETCH 24-36-10-07-D-2
FLOOD ZONE X - 12009C0340G

SHEET: 2 OF 2

NOT VALID WITHOUT THE LEGAL
DESCRIPTION ON SHEET 1 OF 2

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PREPARED FOR:
KEVIN J ZARI
SERENELLA CIRANNI ZARI

TOTAL CONTROL SURVEYS, LLC
555 FILLMORE AVE APT 508
CAPE CANAVERAL, FLORIDA 32920-3180
PROFESSIONAL SURVEYOR & MAPPER
LICENSED BUSINESS L.B. #8263
EMAIL: INFO@TOTAL-CONTROL-SURVEYS.COM
PHONE: (860) 712-7776

Total Control Surveys, LLC

LAND SURVEYING AND MAPPING

<ul style="list-style-type: none"> ⊙ MH □ CB ⊕ FH △ PCP ○ WUP 	<ul style="list-style-type: none"> ○ N/F ● IRS ● FND □ FND ○ GAS ○ WUP W/L 	<ul style="list-style-type: none"> ○ WATER ○ CATV ○ ELEC ○ GAS 	<ul style="list-style-type: none"> ○ RET WALL ○ BOX WIRE FENCE ○ BOARD FENCE ○ CHAIN LINK FENCE ○ VINYL FENCE 	<ul style="list-style-type: none"> ○ BLOCK WALL ○ STREET LINE ○ SAN SEWER ○ PROPERTY LINE ○ EASEMENT LINE
--	--	--	--	--

A Daily Publication By:



Amber Holley
BREVARD CTY PUBLIC WORKS DEPT
2725 JUDGE FRAN JAMIESON WAY
BLDG A 220
VIERA, FL 32940

STATE OF WISCONSIN COUNTY OF BROWN

Before the undersigned authority personally appeared Joe Heynen who on oath says that he or she is a Legal Advertising Representative of the FLORIDA TODAY, a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

NOTICE OF PUBLIC HEARING

as published in FLORIDA TODAY in the issue(s) of:

5/4/2020

Affiant further says that the said FLORIDA TODAY is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in MELBOURNE in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 4th of May 2020, by Joe Heynen who is personally known to me

[Signature]
Affiant

[Signature]
Notary State of Wisconsin County of Brown
My commission expires

Publication Cost \$217.40
Ad No: 0004171251
Customer No: BRE-6BR327

AD#4171251, May 4, 2020
LEGAL NOTICE

NOTICE FOR THE PARTIAL VACATING OF TWO 7.5 FT. WIDE PUBLIC UTILITY EASEMENTS, PLAT OF "SUNSET GROVES UNIT 2" IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 36 EAST, MERRITT ISLAND, FL. NOTICE IS HEREBY GIVEN that pursuant to Chapter 336.09, Florida Statutes, and Chapter 86, Article II, Section 86-36, Brevard County Code, a petition has been filed by KEVIN ZARI & SERENELLA CIRANNI ZARI with the Board of County Commissioners of Brevard County, Florida, to request vacating the following described property, to wit: THE 7.5 FOOT PUBLIC UTILITY EASEMENT LYING ALONG THE NORTHERLY LINE OF LOT 2 AND THE 7.5 FOOT PUBLIC UTILITY EASEMENT LYING ALONG THE SOUTHERLY LINE OF LOT 3, BLOCK D, LESS THE WEST 23 FEET WIDE EASEMENT FOR SIDEWALKS, PUBLIC INGRESS/EGRESS, DRAINAGE AND PUBLIC UTILITIES, AND LESS THE EAST 38.5 FEET DRAINAGE EASEMENT, LOT 2 & LOT 3 BLOCK D OF SUNSET GROVES UNIT 2 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 41 AT PAGE 34 & 35 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. CONTAINING 2684 SQUARE FEET, MORE OR LESS. PREPARED BY: DAVID C. SHERMAN, PSM. The Board of County Commissioners will hold a public hearing to determine the advisability of such vacating of the above-described easement at 9:00 A.M. on May 19, 2020 at the Brevard County Government Center Board Room, Building C, 2725 Judge Fran Jamieson Way, Viera, Florida, at which time and place all those for or against the same may be heard before final action is taken. Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the board, agency, or commission with respect to the vacating, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. Persons seeking to preserve a verbatim transcript of the record must make those arrangements at their own expense. The needs of hearing or visually impaired persons shall be met if the department sponsoring the meeting/hearing is contacted at least 48 hours prior to the public meeting/hearing by any person wishing assistance.



A Daily Publication By:



Amber Holley
BREVARD CTY PUBLIC WORKS DEPT
2725 JUDGE FRAN JAMIESON WAY
BLDG A 220
VIERA, FL 32940

STATE OF WISCONSIN COUNTY OF BROWN

Before the undersigned authority personally appeared Joe Heynen who on oath says that he or she is a Legal Advertising Representative of the FLORIDA TODAY, a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

LEGAL NOTICES

as published in FLORIDA TODAY in the issue(s) of:

5/26/2020

Affiant further says that the said FLORIDA TODAY is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in MELBOURNE in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 26th of May 2020, by Joe Heynen who is personally known to me

[Handwritten signature]

Affiant

[Handwritten signature]

Notary State of Wisconsin County of Brown

4-19-21

My commission expires



ADR4205415, 5/26/2020

LEGAL NOTICE

RESOLUTION VACATING A PART OF TWO PUBLIC UTILITY EASEMENTS IN "SUNSET GROVES UNIT TWO" SUBDIVISION, MERRITT ISLAND, LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 36 EAST AS PETITIONED BY KEVIN ZARI AND SERENELLA CIRANNI ZARI

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that on the 19th day of May 2020, the Board of County Commissioners of Brevard County, Florida, adopted a Resolution vacating a part of two public utility easements in "Sunset Groves Unit Two" Subdivision, Merritt Island, lying in Section 10, Township 24 South, Range 26 East, as petitioned by Kevin Zari and Serenella Ciranni Zari.

THE 7.5 FOOT PUBLIC UTILITY EASEMENT LYING ALONG THE NORTHERLY LINE OF LOT 2 AND THE 7.5 FOOT PUBLIC UTILITY EASEMENT LYING ALONG THE SOUTHERLY LINE OF LOT 3, BLOCK D, LESS THE WEST 23 FEET WIDE EASEMENT FOR SIDEWALKS, PUBLIC INGRESS/EGRESS, DRAINAGE AND PUBLIC UTILITIES, AND LESS THE EAST 38.5 FEET DRAINAGE EASEMENT, LOT 2 & LOT 3 BLOCK D OF SUNSET GROVES UNIT 2 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 41 AT PAGE 34 & 35 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, CONTAINING 2684 SQUARE FEET, MORE OR LESS, PREPARED BY: DAVID C. SHERMAN, PSM

The Board further renounced and disclaimed any right of the County in and to said public easements.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA
SCOTT ELLIS, CLERK
BY: Kimberly Powell, Deputy Clerk

Resolution 2020 - 054

**Vacating two public utility easements per Official Records Book 2417, Page 2451, Melbourne Beach,
Florida, lying in Section 20, Township 28 South, Range 38 East**

WHEREAS, pursuant to Article II, Section 86-36, Brevard County Code, a petition has been filed by **PHOENIX
PARK FUND V LP** with the Board of County Commissioners to vacate two public utility easements in Brevard County,
Florida, described as follows:

SEE ATTACHED SKETCH & DESCRIPTION

WHEREAS, the vacating action will in no way affect any private easements which may also be
present in the existing public easement(s) or public right-of-way, nor does this action guarantee or transfer
title.

WHEREAS, notice of the public hearing before the Board of County Commissioners was published one time in
the TODAY Newspaper, a newspaper of general circulation in Brevard County, Florida, prior to the public hearing; and

WHEREAS, the Board finds that vacating the two public utility easements will not be detrimental to Brevard
County or the public.

THEREFORE BE IT RESOLVED that said two public utility easements are hereby vacated; and Brevard County
renounces and disclaims any rights in and to said easements. Pursuant to Section 177.101(5), Florida Statutes, the
vacating shall not become effective until a certified copy of this resolution is filed in the offices of the Clerk of Courts
and recorded in the Public Records of Brevard County.

DONE, ORDERED AND ADOPTED, in regular session, this 19th day of May, 2020 A.D.

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

ATTEST:


SCOTT ELLIS, CLERK


Bryan Lober, Chair

As approved by the Board on:
May 19, 2020

485

LEGAL DESCRIPTION

EXHIBIT "A"

SHEET 1 OF 3

PARENT PARCEL ID#: 28-38-20-00-05

NOT VALID WITHOUT SHEETS 2 & 3 OF 3

PURPOSE: VACATE UTILITY EASEMENTS

THIS IS NOT A SURVEY

DESCRIPTION: PER ORB 2417, PG 2451

PARCEL A:

A public utility easement in Government Lot 2, Section 20, Township 28 South, Range 38 East, Brevard County, Florida, being more particularly described as follows: Commence at the intersection of the North line of the North 400 feet of the South 700 feet of Government Lot 1, Section 21, Township 28 South, Range 38 East, Brevard County, Florida, and the West Right-of-Way of State Road A-1-A (64 foot R/W) as defined by Florida D.O.T. Maintenance Map recorded in Survey Book 2, pages 67-74 of the Public Records of Brevard County, Florida, and go thence South 89°48'25" West along the said North line of the North 400 feet of the South 700 feet of said Government Lot 1 and the North line of the North 400 feet of the South 700 feet of said Government Lot 2 a combined distance of 1933.83 feet to the POINT OF BEGINNING of the herein described parcel; thence South 00°11'35" East a distance of 91.63 feet; thence South 45°11'35" East a distance of 269.39 feet; thence North 44°48'25" East a distance of 77.50 feet; thence South 45°11'35" East a distance of 15.00 feet; thence South 44°48'25" West a distance of 60.00 feet; thence South 45°11'35" East a distance of 75.86 feet; thence South 89°48'25" West a distance of 109.37 feet; thence North 00°11'55" West a distance of 63.42 feet; thence North 45°11'35" West a distance of 244.28 feet; thence North 00°11'35" West a distance of 97.84 feet to the North line of the North 400 feet of the South 700 feet of Government Lot 2; thence North 89°48'25" East along the said North line a distance of 15.00 feet to the POINT OF BEGINNING.

PARCEL B:

A portion of the South 50 feet of the North 400 feet of the South 700 feet of Government Lot 1, Section 21 and of Government Lot 2, Section 20, Township 28 South, Range 38 East, Brevard County, Florida, being more particularly described as follows: Commence at the intersection of the north line of the North 400 feet of the South 700 feet of Government Lot 1, Section 21, Township 28 South, Range 38 East, Brevard County, Florida with the west right-of-way of State Road A-1-A (64 foot R/W) as defined by Florida D.O.T. Maintenance Map recorded in Survey Book 2, Pages 67-74, Brevard County Public Records; thence South 89°48'25" West along the north line of the North 400 feet of the South 700 feet of said Government Lot 1 and along the north line of the North 400 feet of the South 700 feet of said Government Lot 2, a combined distance of 1983.74 feet; thence South 45°11'35" East a distance of 393.99 feet; thence South 44°48'25" West a distance of 28.00 feet to the POINT OF BEGINNING of the herein described easement; thence South 45°11'35" East a distance of 60.97 feet to the Point of Curvature of a circular curve, concave to the North, having a central angle of 45°00'00" and a radius of 29.00 feet; thence southerly and easterly along the arc of said curve, a distance of 22.78 feet to the Point of Tangency of said curve; thence North 89°48'25" East a distance of 1603.17 feet; thence North 66°31'49" East a distance of 191.73 feet to the aforesaid west right-of-way of State Road A-1-A; thence South 23°28'11" East along said west right-of-way a distance of 50.00 feet; thence South 66°31'49" West a distance of 202.03 feet to the south line of the North 400 feet of the South 700 feet of Government Lot 1 of said Section 21; thence South 89°48'25" West along the south line of the North 400 feet of the South 700 feet of said Government Lot 1 and Government Lot 2 a combined distance of 1646.19 feet; thence North 45°11'35" West a distance of 62.69 feet; thence North 44°48'25" East a distance of 36.00 feet; thence North 45°11'35" West a distance of 31.00 feet; thence North 44°48'25" East a distance of 14.00 feet to the POINT OF BEGINNING.

104669 total square footage.

SEE SHEET 2 & 3 FOR NOTES AND LEGEND

This Map or Report conforms to the Standards of Practice for professional surveyors and mappers as outlined in Chapter 5J-17, F.A.C.

ROBERT R. BRIEL, Florida Professional Surveyor & Mapper, No. 3699

This survey is prepared and certified for the exclusive use of the client or clients named hereon. Not valid without the signature and original raised seal of a Florida licensed surveyor and mapper. Additions or deletions to survey maps or reports by other than the signing party is prohibited.

PREPARED FOR AND CERTIFIED TO:

PHOENIX PARK FUND V, LP
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY:



BRIEL & ASSOCIATES
Land Surveyors, Inc.

1790 HIGHWAY A1A, SUITE 208
SATELLITE BCH., FL 32937
LB 3869

DRAWN BY: RRB

CHECKED BY: RRB

PROJECT NO. 17020 sewer vac

SECTIONS 20 & 21
TOWNSHIP 28 SOUTH
RANGE 38 EAST

DATE: 04/10/2020

DRAWING:

REVISIONS

DATE

DESCRIPTION

SKETCH OF DESCRIPTION

EXHIBIT "A"

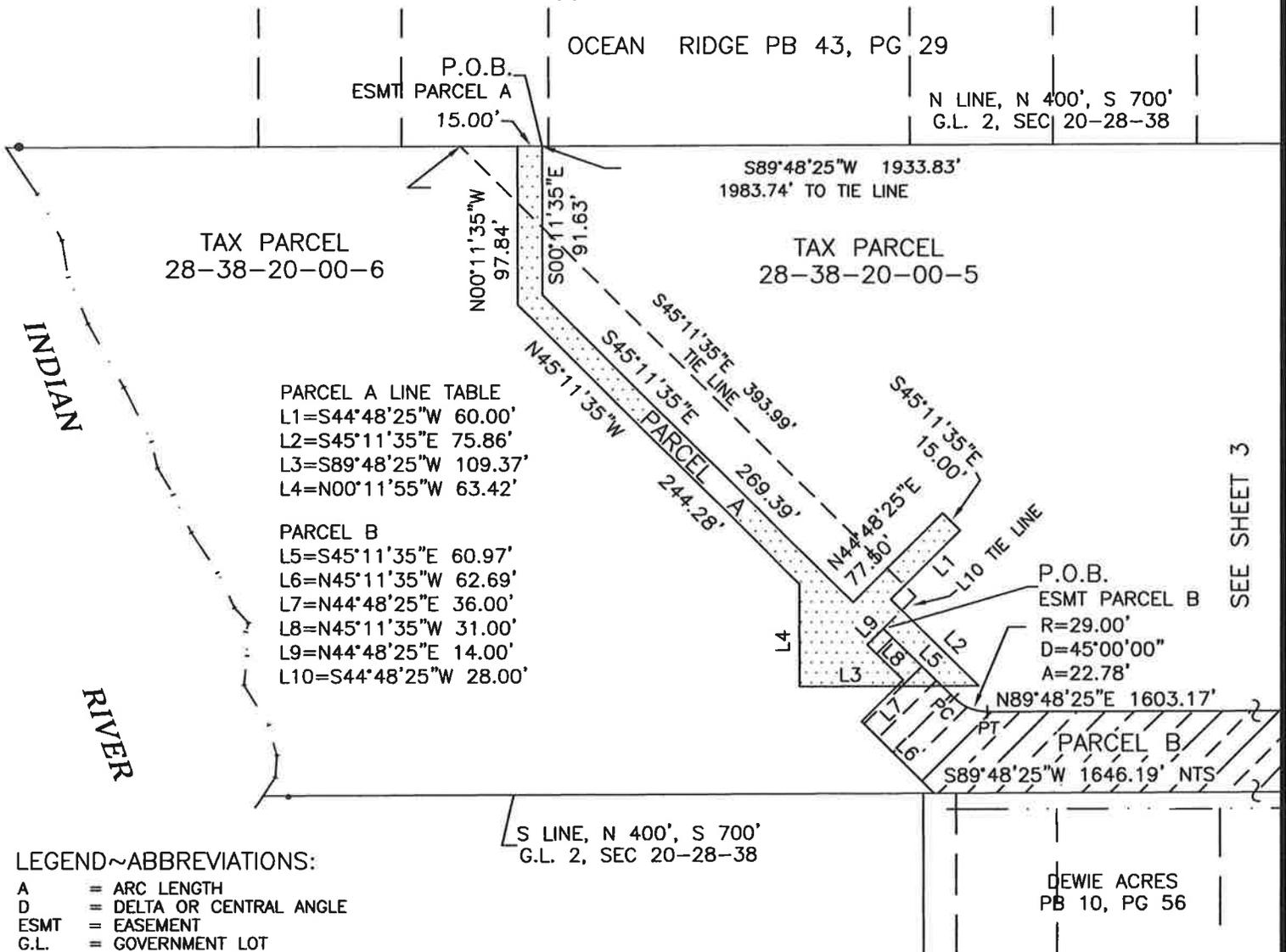
SHEET 2 OF 3

NOT VALID WITHOUT SHEET 1 OF 3

THIS IS NOT A SURVEY

PARENT PARCEL ID#: 28-38-20-00-05

PURPOSE: VACATE UTILITY EASEMENTS



PARCEL A LINE TABLE
 L1=S44°48'25"W 60.00'
 L2=S45°11'35"E 75.86'
 L3=S89°48'25"W 109.37'
 L4=N00°11'55"W 63.42'

PARCEL B
 L5=S45°11'35"E 60.97'
 L6=N45°11'35"W 62.69'
 L7=N44°48'25"E 36.00'
 L8=N45°11'35"W 31.00'
 L9=N44°48'25"E 14.00'
 L10=S44°48'25"W 28.00'

LEGEND~ABBREVIATIONS:

- A = ARC LENGTH
- D = DELTA OR CENTRAL ANGLE
- ESMT = EASEMENT
- G.L. = GOVERNMENT LOT
- NTS = OFFICIAL RECORDS BOOK
- ORB = NOT TO SCALE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- PB = PLAT BOOK
- PC = POINT OF CURVATURE
- PG = PAGE
- PT = POINT OF TANGENCY
- R = RADIUS
- R/W = RIGHT OF WAY
- SB = SURVEY BOOK
- SEC = SECTION
- SS = SANITARY SEWER
- TYP = TYPICAL

NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO VACATE EASEMENT PARCEL A AND PARCEL B AS RECORDED IN OFFICIAL RECORDS BOOK 2417, PAGE 2451. IS NOT INTENDED TO REPRESENT A LAND BOUNDARY SURVEY.
2. THE DESCRIPTION WAS NOT PREPARED BY THE SIGNING SURVEYOR OR FIRM.
3. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR EXCEPT AS SET FORTH IN OPINION OF TITLE FOR HARBOR ISLAND BEACH CLUB PREPARED BY STEPHEN E. SPIRA DATED MARCH 30, 2020.
4. BEARINGS ARE BASED ON THE RECORDED DESCRIPTION.

S LINE G.L. 2 SEC 20-38-38

PREPARED BY: BRIEL & ASSOCITES LAND SURVEYORS, INC.
 1790 HIGHWAY A1A, SUITE 208
 SATELLITE BCH., FL 32937
 LB 3869

SCALE:
 1" = 100'
 PROJECT NO.:
 17020 sewer vac

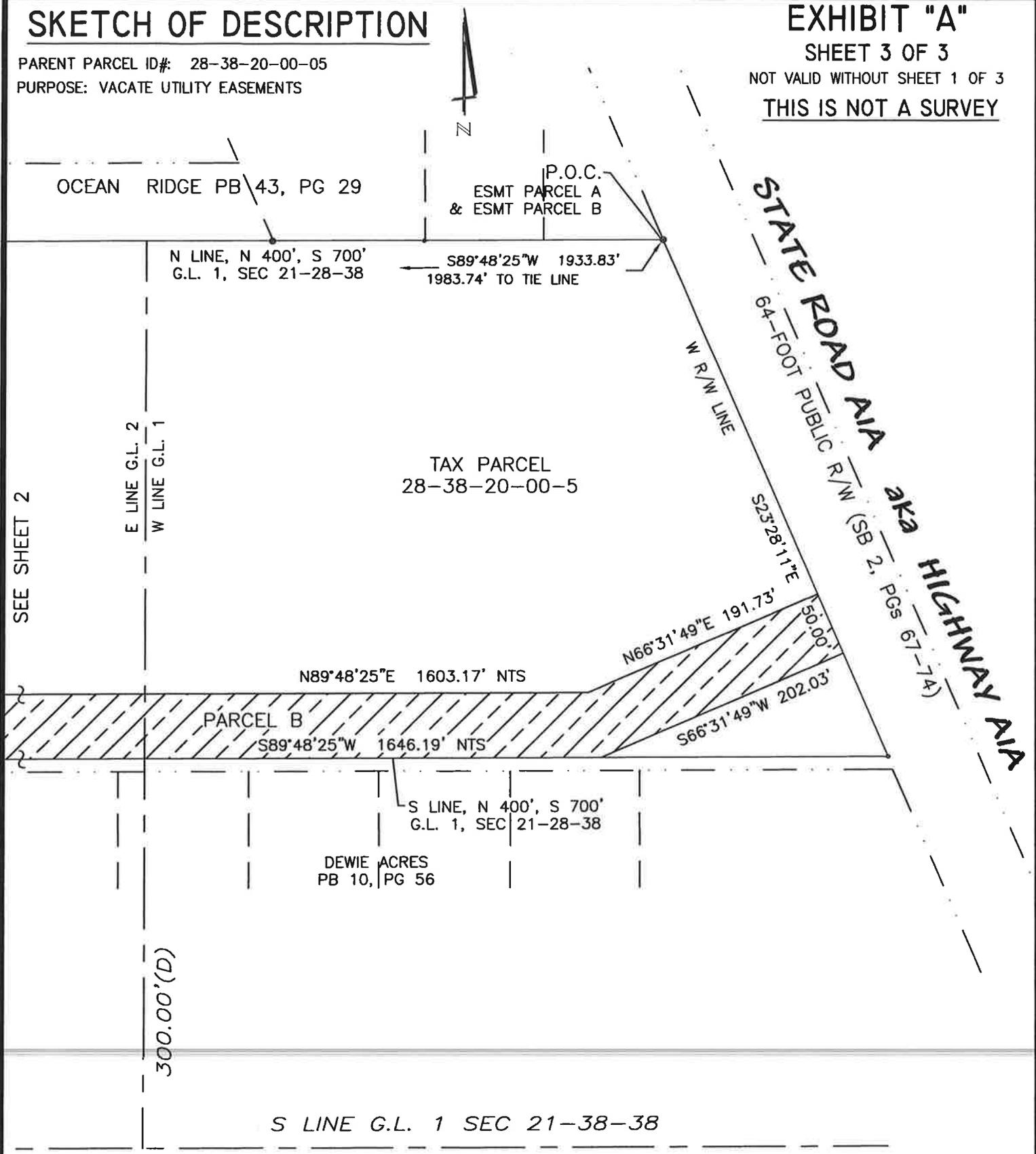
SECTIONS 20 & 21
 TOWNSHIP 28 SOUTH
 RANGE 38 EAST

SKETCH OF DESCRIPTION

PARENT PARCEL ID#: 28-38-20-00-05
 PURPOSE: VACATE UTILITY EASEMENTS

EXHIBIT "A"

SHEET 3 OF 3
 NOT VALID WITHOUT SHEET 1 OF 3
THIS IS NOT A SURVEY



PREPARED BY: BRIEL & ASSOCITES LAND SURVEYORS, INC.
 1790 HIGHWAY A1A, SUITE 208
 SATELLITE BCH., FL 32937
 LB 3869

SCALE: 1" = 100'
 PROJECT NO.: 17020 sewer vac

SECTIONS 20 & 21
 TOWNSHIP 28 SOUTH
 RANGE 38 EAST

A Daily Publication By:



Amber Holley
BREVARD CTY PUBLIC WORKS DEPT
2725 JUDGE FRAN JAMIESON WAY
BLDG A 220
VIERA, FL 32940

STATE OF WISCONSIN COUNTY OF BROWN

Before the undersigned authority personally appeared Joe Heynen who on oath says that he or she is a Legal Advertising Representative of the FLORIDA TODAY, a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

LEGAL NOTICES

as published in FLORIDA TODAY in the issue(s) of:

5/4/2020

Affiant further says that the said FLORIDA TODAY is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in MELBOURNE in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 4th of May 2020, by Joe Heynen who is personally known to me

[Handwritten signature]

Affiant

[Handwritten signature]

Notary State of Wisconsin County of Brown

[Handwritten signature]

My commission expires



Publication Cost \$464.92
Ad No: 0004171604
Customer No: BRE-6BR327

LEGAL NOTICE

NOTICE FOR THE VACATING OF TWO PUBLIC UTILITY EASEMENTS, PER OFFICIAL RECORDS BOOK 2417, PAGE 2451, IN SECTION 20, TOWNSHIP 28 SOUTH, RANGE 38 EAST, MELBOURNE BEACH, FL

NOTICE IS HEREBY GIVEN that pursuant to Chapter 336.09, Florida Statutes, and Chapter 85, Article II, Section 85-36, Brevard County Code, a petition has been filed by PHOENIX PARK FUND V LP with the Board of County Commissioners of Brevard County, Florida, to request vacating the following described property, to wit:

PARCEL A:

A public utility easement in Government Lot 2, Section 20, Township 28 South, Range 38 East, Brevard County, Florida, being more particularly described as follows: Commence at the intersection of the North line of the North 400 feet of the South 700 feet of Government Lot 1, Section 21, Township 28 South, Range 38 East, Brevard County, Florida, and the West Right-of-Way of State Road A-1-A (64 foot RW) as defined by Florida D.O.T. Maintenance Map recorded in Survey Book 2, pages 67-74 of the Public Records of Brevard County, Florida, and go thence South 89°48'25" West along the said North line of the North 400 feet of the South 700 feet of said Government Lot 1 and the North line of the North 400 feet of the South 700 feet of said Government Lot 2 a combined distance of 1933.83 feet to the POINT OF BEGINNING of the herein described parcel; thence South 00°11'35" East a distance of 91.63 feet; thence South 45°11'35" East a distance of 268.39 feet; thence North 44°48'25" East a distance of 77.50 feet; thence South 45°11'35" East a distance of 15.00 feet; thence South 44°48'25" West a distance of 60.00 feet; thence South 45°11'35" East a distance of 75.86 feet; thence South 89°48'25" West a distance of 109.37 feet; thence North 00°11'35" West a distance of 63.42 feet; thence North 45°11'35" West a distance of 244.28 feet; thence North 00°11'35" West a distance of 97.84 feet to the North line of the North 400 feet of the South 700 feet of Government Lot 2; thence North 89°48'25" East along the said North line a distance of 15.00 feet to the POINT OF BEGINNING.

PARCEL B:

A portion of the South 50 feet of the North 400 feet of the South 700 feet of Government Lot 1, Section 21, and of Government Lot 2, Section 20, Township 28 South, Range 38 East, Brevard County, Florida, being more particularly described as follows: Commence at the intersection of the north line of the North 400 feet of the South 700 feet of Government Lot 1, Section 21, Township 28 South, Range 38 East, Brevard County, Florida with the west right-of-way of State Road A-1-A (64 foot RW) as defined by Florida D.O.T. Maintenance Map recorded in Survey Book 2, Pages 67-74, Brevard County Public Records; thence South 89°48'25" West along the north line of the North 400 feet of the South 700 feet of said Government Lot 1 and along the north line of the North 400 feet of the South 700 feet of said Government Lot 2, a combined distance of 1983.74 feet; thence South 45°11'35" East a distance of 393.99 feet; thence South 44°48'25" West a distance of 28.00 feet to the POINT OF BEGINNING of the herein described easement; thence South 45°11'35" East a distance of 60.97 feet to the Point of Curvature of a circular curve, concave to the North, having a central angle of 45°00'00" and a radius of 29.00 feet; thence southerly and easterly along the arc of said curve, a distance of 22.78 feet to the Point of Tangency of said curve; thence North 89°48'25" East a distance of 1603.17 feet; thence North 66°31'49" East a distance of 391.73 feet to the aforesaid west right-of-way of State Road A-1-A; thence South 23°28'11" East along said west right-of-way a distance of 50.00 feet; thence South 66°31'49" West a distance of 202.03 feet to the south line of the North 400 feet of the South 700 feet of Government Lot 1 of said Section 21; thence South 89°48'25" West along the south line of the North 400 feet of the South 700 feet of said Government Lot 1 and Government Lot 2 a combined distance of 1646.19 feet; thence North 45°11'35" West a distance of 62.69 feet; thence North 44°48'25" East a distance of 36.00 feet; thence North 45°11'35" West a distance of 31.00 feet; thence North 44°48'25" East a distance of 14.00 feet to the POINT OF BEGINNING. PREPARED BY: ROBERT R. BRIEL PSM.

The Board of County Commissioners will hold a public hearing to determine the advisability of such vacating of the above-described easement at 9:00 A.M. on May 19, 2020 at the Brevard County Government Center Board Room, Building C, 2225 Judge Fran Jamieson Way, Viera, Florida, at which time and place all those for or against the same may be heard before final action is taken.

Pursuant to Section 285.0105, Florida Statutes if a person desires to appeal any decision made by the board, agency, or commission with respect to the vacating, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is

made, which record includes the testimony and evidence upon which the appeal is based.

Persons seeking to preserve a verbatim transcript of the record must make those arrangements at their own expense.

The needs of hearing or visually impaired persons shall be met if the department sponsoring the meeting/hearing is contacted at least 48 hours prior to the public meeting/hearing by any person wishing assistance.



Amber Holley
BREVARD CTY PUBLIC WORKS DEPT
2725 JUDGE FRAN JAMIESON WAY
BLDG A 220
VIERA, FL 32940

STATE OF WISCONSIN COUNTY OF BROWN

Before the undersigned authority personally appeared Joe Heynen who on oath says that he or she is a Legal Advertising Representative of the FLORIDA TODAY, a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

LEGAL NOTICE

as published in FLORIDA TODAY in the issue(s) of:

5/26/2020

Affiant further says that the said FLORIDA TODAY is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in MELBOURNE in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 26th of May 2020, by Joe Heynen who is personally known to me

[Handwritten signature]

Affiant

[Handwritten signature of Notary]

Notary State of Wisconsin County of Brown

9-19-21

My commission expires



AD#4205426, 5/26/2020
LEGAL NOTICE
RESOLUTION VACATING TWO PUBLIC
UTILITY EASEMENTS PER OFFICIAL
RECORDS BOOK 2417, PAGE 2451,
MELBOURNE BEACH, LYING IN SECTION
20, TOWNSHIP 28, RANGE 38 EAST AS
PETITIONED BY PHEONIX PARK FUND V
LP

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that on the 19th day of May 2020, the Board of County Commissioners of Brevard County, Florida, adopted a Resolution vacating two public utility easements per Official Records Book 2417, Page 2451, Melbourne Beach, lying in Section 20, Township 28, Range 38 East, as petitioned by Phoenix Park Fund V.L.P.

PARCEL A:

A public utility easement in Government Lot 2, Section 20, Township 28 South, Range 38 East, Brevard County, Florida, being more particularly described as follows: Commence at the intersection of the North line of the North 400 feet of the South 700 feet of Government Lot 1, Section 21, Township 28 South, Range 38 East, Brevard County, Florida, and the West Right-of-Way of State Road A-1-A (64 foot R/W) as defined by Florida D.O.T. Maintenance Map recorded in Survey Book 2, pages 67-74 of the Public Records of Brevard County, Florida, and go thence South 89°48'25" West along the said North line of the North 400 feet of the South 700 feet of said Government Lot 1 and the North line of the North 400 feet of the South 700 feet of said Government Lot 2 a combined distance of 1933.83 feet to the POINT OF BEGINNING of the herein described parcel; thence South 00°11'35" East a distance of 91.63 feet; thence South 45°11'35" East a distance of 269.39 feet; thence North 44°48'25" East a distance of 77.50 feet; thence South 45°11'35" East a distance of 15.00 feet; thence South 44°48'25" West a distance of 60.00 feet; thence South 45°11'35" East a distance of 75.86 feet; thence South 89°48'25" West a distance of 109.37 feet; thence North 00°11'55" West a distance of 63.42 feet; thence North 45°11'35" West a distance of 244.28 feet; thence North 00°11'35" West a distance of 97.84 feet to the North line of the North 400 feet of the South 700 feet of Government Lot 2; thence North 89°48'25" East along the said North line a distance of 15.00 feet to the POINT OF BEGINNING.

PARCEL B:

A portion of the South 50 feet of the North 400 feet of the South 700 feet of Government Lot 1, Section 21 and of Government Lot 2, Section 20, Township 28 South, Range 38 East, Brevard County, Florida, being more particularly described as follows: Commence at the intersection of the north line of the North 400 feet of the South 700 feet of Government Lot 1, Section 21, Township 28 South, Range 38 East, Brevard County, Florida with the west right-of-way of State Road A-1-A (64 foot R/W) as defined by Florida D.O.T. Maintenance Map recorded in Survey Book 2, Pages 67-74, Brevard County Public Records; thence South 89°48'25" West along the north line of the North 400 feet of the South 700 feet of said Government Lot 1 and along the north line of the North 400 feet of the South 700 feet of said Government Lot 2, a combined distance of 1983.74 feet; thence South 45°11'35" East a distance of 393.99 feet; thence South 44°48'25" West a distance of 28.00 feet to the POINT OF BEGINNING of the herein described easement; thence South 45°11'35" East a distance of 60.97 feet to the Point of Curvature of a circular curve, concave to the North, having a central angle of 45°00'00" and a radius of 29.00 feet; thence southerly and easterly along the arc of said curve a distance of 22.78 feet to the Point of Tangency of said curve; thence North 89°48'25" East a distance of 1603.17 feet; thence North 66°31'49" East a distance of 191.73 feet to the aforesaid west right-of-way of State Road A-1-A; thence South 23°28'11" East along said west right-of-way a distance of 50.00 feet; thence South 66°31'49" West a distance of 202.03 feet to the south line of the North 400 feet of the South 700 feet of Government Lot 1 of said Section 21; thence South 89°48'25" West along the south line of the North 400 feet of the South 700 feet of said Government Lot 1 and Government Lot 2 a combined distance of 1646.19 feet; thence North 45°11'35" West a distance of 62.69 feet; thence North 44°48'25" East a distance of 36.00 feet; thence North 45°11'35" West a distance of 31.00 feet; thence North 44°48'25" East a distance of 14.00 feet to the POINT OF BEGINNING.

The Board further renounced and disclaimed any right of the County in and to said public easements.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA
SCOTT ELLIS, CLERK
BY: Kimberly Powell, Deputy Clerk


DEVELOPMENT AGREEMENT
FOR
INDIAN RIVER PRESERVE ESTATES CORP.

THIS DEVELOPMENT AGREEMENT (hereinafter the "Development Agreement") is made and entered into this 19 day of MAY, 2020 (the "Effective Date") among INDIAN RIVER PRESERVE ESTATES CORP. ("Developer"), a Nevada corporation and Brevard County, Florida, a political subdivision in the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereafter referred to as "County").

RECITALS

WHEREAS, the County is specifically authorized pursuant to Section 163.3220, et seq., Florida Statutes known as the Florida Local Government Development Agreement Act and Section 62-605 of Brevard County Code of Ordinances to enter into this Binding Development Agreement with Developer; and

WHEREAS, Developer is the successor in interest of Walkabout Residential Company, LLC and Walkabout Property Owners Association, Inc. and is the legal owner of Walkabout Residential Company, LLC's and Walkabout Property Owners Association, Inc.'s rights and interest in the Indemnification Agreement set forth herein; and

WHEREAS, the development proposed by Developer is consistent with the comprehensive plan and land development regulations; and

WHEREAS, County is the legal owner of certain Real Property (hereinafter the "Property") known as Tract G as recorded in Plat Book 49, Page 27 and described as

THIS AGREEMENT IS BEING RECORDED TO REFLECT THE CORRECT EXHIBITS. THE EXHIBITS ARE MADE AS PART OF THE AGREEMENT AND WERE NOT INTENDED TO BE SIGNED.

"Exhibit B" in Official Records Book 2516, Page 1491, more particularly described in Exhibit "A" and shall deed Tract G to Developer; and

WHEREAS, the Parties acknowledge that the current dirt drive access to the County's waste water treatment plant was realigned for safety purposes and a small portion of eastern part of the dirt drive falls outside of Tract G

WHEREAS, the Parties acknowledge that the recorded plats for Fitzroy Reef at Walkabout Residential Company, LLC as recorded in Plat Book 53, Page 32 and New South Wales and Lorikeet at Walkabout Residential Company, LLC as recorded in Plat Book 55, Page 18 grant an easement to County over the private right-of-way for ingress and egress; and

WHEREAS, the Parties acknowledge that part of the intent of this Agreement is to provide the County continuous paved access to the waste water treatment plant from State Road 46; and

WHEREAS, paved access to the waste water treatment plant is intended to generally follow the current alignment of the current dirt access drive from Indian River Drive to the waste water treatment plant; and

WHEREAS, the County has determined this agreement is applicable with the applicable laws and regulations and has determined this agreement is fair, in the economic interest of its citizens, and of mutual benefit to both the County and Developer; and,

WHEREAS, portions of Tract G, upon being deeded to Developer, shall become a private paved roadway to be maintained by Developer, its successor or homeowners' associations so designated in plats or articles of incorporation/by-laws; and

WHEREAS, Developer, in return for the County deeding Tract G, shall at the Developer's sole expense cause the unpaved remainder of Tract G west of Indian River Drive to be constructed as a paved private roadway to also provide access to the County's waste water treatment plant; and

WHEREAS, County agrees to terminate the Indemnification Agreement as recorded in Official Records Book 5633, Page 8587 as set forth in Exhibit "B" attached; and

WHEREAS, Developer in return for the County deeding Tract G to it shall grant County two perpetual easements for ingress and egress, and operation, installation and maintenance of County owned utilities (water, sewer, raw water, re-use) and emergency vehicles, the legal descriptions of which are set forth in Exhibits "C" and "D", as well as by Plat of The Lakes of Indian River Preserve (PODS 12 and 13) ("Final Plat").

NOW THEREFORE, the parties desiring to be legally bound hereby agree as follows:

1. **RECITALS**. The foregoing Recitals are true and correct and are hereby incorporated herein by reference. All Exhibits to this Agreement are hereby deemed a part hereof and incorporated herein by reference.

2. **REQUIREMENTS**. The development uses permitted on the land, description of public facilities that will service the development, description of any reservation or dedication of land for public purposes, description of all local development permits approved or needed to be approved for the development of the land, and description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or

welfare of its citizens shall remain the same as found in the Preliminary Development Plan for the Indian River Preserve Planned Unit Development and as may be amended from time to time, found in 14PZ00116 and 16PZ00015.

3. CONVEYANCE OF TRACT G. Upon the signing of the Development Agreement ("Agreement") by both parties, approval of the Final Plat, approval of a resolution by the Board of County Commissioners to deed the entire Tract G to Developer, and recording the Agreement and Final Plat in the Public Records of Brevard County, County shall deed Tract G to Developer via a statutory county deed, and Developer shall in return grant County two perpetual easements for ingress and egress, and operation, installation and maintenance of County owned utilities (water, sewer, raw water, re-use) and emergency vehicles over the lands in Exhibits "C" and "D".

(a) The perpetual easement for ingress and egress, and operation, installation and maintenance of County owned utilities (water, sewer, raw water, re-use) and emergency vehicles shall be in substantially the same form as Exhibit "F", over the lands in Exhibit "C" and "D" ("hereinafter "Access and Utility Easement Area") in order that the County shall have paved vehicle access from Indian River Drive to the entrance of the County's waste water plant as well as an easement over all existing utility installations owned by County.

(b) In order to provide said access Developer shall include in the easement any real property in Tract G as well as any real property owned by Developer abutting Tract G that is needed to ensure the County has the right of continuous access

to the entrance of the waste water treatment plant from State Road 46. Said additional property shall be included in Exhibit "D" and titled "Additional Property abutting Tract G".

(c) All easements shall be recorded in the Public Records of Brevard County.

4. **INDEMNIFICATION AGREEMENT.** Developer individually and as successor to Walkabout Residential Company, LLC's and Walkabout Property Owners Association, Inc.'s interest in the Indemnification Agreement along with County agree that the Indemnification Agreement as recorded in Official Records Book 5633, Page 8587 of the Public Records is hereby deemed terminated, and no longer valid or of any affect. The parties agree that the termination of said Indemnification Agreement as set forth in Exhibit "E", attached, shall be recorded in the Public Records of Brevard County.

5. Developer in return for County's deeding over Tract G and terminating the Indemnification Agreement set forth above agrees as follows:

(a) Portions of Tract G shall become a paved private roadway which shall be maintained in perpetuity by Developer, its successors or homeowner's association whose articles, by-laws, or recorded plats dictate the association being responsible for maintaining Tract G.

(b) Developer shall immediately upon the effective date of this Developers Agreement cause any homeowner association articles or by-laws presently in effect to be amended to include the responsibility of maintenance of Tract G and the Access Easement Area as a paved road in perpetuity as required.

(c) Developer shall cause the Access and Utility Easement Area to be paved up to the entrance of the waste water treatment plant, within the easement

shown in Exhibit "D", within 24 months of the effective date of this Development Agreement. Within five business days of the Effective Date of this Development Agreement, Developer shall provide a surety construction bond and bond contract on the form attached as Exhibit "G" to the County guaranteeing construction of the paved access drive contemplated by this section in substantial conformance with the road profile plan and cost estimate attached hereto as Exhibit "H". Developer shall provide final and complete construction plans for the construction of the access drive within the Access Easement Area as required by the County within 12 months of the effective date of this Development Agreement. Developer shall be required to obtain all permits and approvals required by the County or any other agency with permitting authority. Developer shall bear all expenses for permitting and construction cost of the paved access, and shall follow regulations related to such application, review, and construction. Developer shall ensure that the paved access is constructed in compliance with applicable County code and in a manner sufficient to accommodate the type of vehicle traffic required to operate the waste water treatment plant.

(d) Prior to construction of the paved access, Developer shall be responsible to maintain the current dirt access road from Indian River Parkway to the entrance of the waste water treatment plant in a manner that keeps the dirt access drive free of ponding and allows continuous safe access to personal vehicles as well as heavy vehicles and machinery required to operate the waste water treatment plant. Developer shall ensure continued access by County to the waste water treatment plant during construction of the paved access.

6. PLAT OF PODS 12 AND 13. Developer shall create a plat for PODS 12 and 13 ("Plat") which includes the proposed development of the project known as The Lakes at Indian River Preserve Estates. The approval and recording of the Final Plat by the County is a required condition for this Development Agreement to be approved.

7. PROPERTY SUBJECT TO THIS AGREEMENT. County represents and warrants that it is the fee simple owner of Tract G described in Exhibit "A" as a result of a previous condemnation action and has the lawful authority to enter into this Agreement. The property subject to this Agreement is Tract G as described in Exhibit "A".

8. DURATION OF AGREEMENT. The term of this Development Agreement shall be five (5) years beginning on the Effective Date with the right of Developer or its successors to request further extensions which shall require County approval.

9. NOTICES. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

If to Developer:	Indian River Preserve Estates Corp. Attn: Michael Frahm 1062 Coral Ridge Drive Coral Springs, FL 33071 Telephone: 954-822-3878 Email: mfrahm@olenproperties.com
------------------	--

With a copy to: GrayRobinson, P.A.
Attn: Philip F. Nohrr, Esq.
P.O. Box 1870
Melbourne, FL 32902-1870
Telephone: 321-727-8100
Facsimile: 321-984-1156
Email: philip.nohrr@gray-robinson.com

If to County: The Board of County Commissioners
of Brevard County, Florida
Attn: Frank Abbate, County Manager
2725 Judge Fran Jamieson Way
Viera, FL 32940
Telephone: 321-633-2000
Facsimile: 321-633-2115
Email: frank.abbate@brevardfl.gov

With Copy to: Brevard County, Assistant County Manager
Attn: John Denninghoff
2725 Judge Fran Jamieson Way
Viera, FL 32940
Telephone: 321 617-7202
Facsimile: 321-633-2115
Email: John.Denninghoff@brevardfl.gov

10. **MISCELLANEOUS.** The execution of this Agreement has been duly authorized by the appropriate body of each of the parties hereto. Each party has complied with all the applicable requirements of law, and has full power and authority to comply with the terms and conditions of this Agreement. The venue of any litigation arising out of this Agreement shall be Brevard County, Florida. Any trial shall be non-jury. The exhibits attached hereto and incorporated by reference herein are by such attachment and incorporation made a part of this Agreement for all purposes. The fact that one of the parties to this Agreement may be deemed to have drafted or structured the provisions of this Agreement, whether in whole or in part, shall not be considered in construing or interpreting any particular provision hereof, whether in favor of or against such party. The terms and conditions of this Agreement shall bind and inure to the

benefit of the parties hereto and their respective successors and assigns. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no right or cause of action shall accrue upon or result by reason hereof or for the benefit of any third party not a formal party hereto. Nothing in this Agreement whether express or implied, is intended or shall be construed to confer upon any person other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions hereof. This Agreement may not be changed amended, or modified in any respect whatsoever, nor may any covenant, condition, agreement, requirement, provision, or obligation contained herein be waived, except in writing signed by any of the parties hereto.

11. NON-WAIVER OF REGULATORY AUTHORITY. No provision in this Agreement shall be construed as a waiver of or contract with respect to the County's regulatory and permitting authority as it now or hereafter exists under applicable laws, rules, and regulations. The failure of this Development Agreement to address a particular permit, condition, term, or restriction shall not relieve Developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction

12. INDEMNIFICATION. Developer agrees that it will indemnify and save harmless the County from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the Developer's use, occupation, management or control of the Access Easement Area, Tract G, or any improvement placed thereon by Developer, or any equipment or fixtures used by Developer in connection with the Access Easement Area or Tract G.

Developer agrees that it will, at their own expense, defend any and all actions, suits or proceedings which may be brought against the County in connection with any negligent, reckless, or intentional wrongful act or omission of the Developer and persons employed or utilized by the Developer as it relates to the Access Easement Area or Tract G, and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in any such action or proceedings. The parties acknowledge specific consideration has been exchanged for the provision. Nothing herein is intended to be or shall be construed as a waiver of the County's sovereign immunity beyond statutory provisions.

13. **RECORDING AND EFFECTIVE DATE.** This Agreement shall be recorded in the Public Records of Brevard County, Florida, at the expense of Developer within fourteen (14) days of approval by the parties. This Agreement shall become effective upon being recorded in the Public Records of Brevard County, Florida

14. **BREACH/DEFAULT.** Failure by either Party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies are available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief. Prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a forty-five (45) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action. Failure by Developer to complete the terms of

this Agreement may result in County withholding permits and approvals necessary to plat and construct Pods 8 and 11.

15. **SPECIFIC PERFORMANCE**. Strict compliance shall be required with each and every provision of this Agreement. The Parties agree that failure of the Developer to perform the obligations provided by this Agreement shall result in irreparable damage to the County and that specific performance of these obligations may be obtained by the County through a suit in equity.

16. **ATTORNEYS' FEES**. Should any litigation arise between the parties, each party shall bear its own attorneys' fees and costs. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or operation of law.

17. **CAPTIONS**. Headings of a particular paragraph of this Agreement are inserted only for convenience and are in no way to be construed as part of the Agreement or as a limitation of the scope of the paragraphs to which they refer.

18. **SEVERABILITY**. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. If any party's joinder in or execution of this Agreement is deemed invalid for any particular purpose, the sections for which the joinder or execution is valid shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and their corporate seals affixed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

INDIAN RIVER PRESERVE ESTATES CORP.,
a Nevada corporation

[Signature]
Witness 1

Julie Ault
Print Name of Witness 1

[Signature]
Witness 2

DALE M LYON
Print Name of Witness 2

By: [Signature]
Name: Igor Alekicoff
Title: president

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020 by _____ of INDIAN RIVER PRESERVE ESTATES CORP., a Nevada corporation registered to do business in the State of Florida. He is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA, a
political subdivision of the State of Florida

[Signature]
Scott Ellis, Clerk
(SEAL)

[Signature]
Bryan Lober, Chair
As approved by the Board on 5/19/2020

Reviewed for legal form and content: _____ (Asst. County Attorney)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On April 27, 2020 before me, Elke Tooley, Notary Public
(insert name and title of the officer)

personally appeared Igor Olenicoff
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

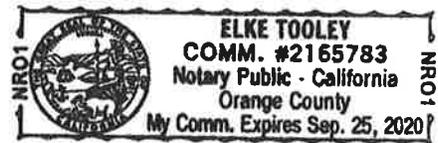
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



LIST OF EXHIBITS

- A. Tract G
- B. Indemnification Agreement
- C. Access and Utility Easement Sketch and Legal Description
- D. Access and Utility Easement Sketch and Legal Description
- E. Termination of Indemnification
- F. Access and Utility Ingress/Egress Easement Form
- G. Bond Contract and Surety Bond
- H. Cost Estimate and Road Profile Plan

LEGAL DESCRIPTION PARCEL 803

PARENT PARCEL ID#: NOT ASSIGNED
PURPOSE: QUIT CLAIM - TRANSFER OWNERSHIP

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT ALL SHEETS 1 - 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

PARCEL 803, UTILITY & ACCESS EASEMENT (BY SURVEYOR)

ALL OF TRACT G, WALKABOUT P.U.D., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 49, PAGES 27 THROUGH 43 AND ALL OF TRACT G, NEW SOUTH WALES AND LORRIKEET AT WALKABOUT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 55, PAGES 18 THROUGH 25; INCLUSIVE OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

SAID TRACT G BEING THE SAME PARCEL OF LAND DESCRIBED IN EXHIBIT B AS RECORDED IN OFFICIAL RECORDS BOOK 2516, PAGE 1491, SAID PUBLIC RECORDS OF BREVARD COUNTY AND LYING IN SECTION 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST OF SAID BREVARD COUNTY, FLORIDA.

CONTAINING 7.92 ACRES OF LAND MORE OR LESS

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N25°24'56"E	109.03'
L2	N72°36'50"E	373.79'
L3	S11°12'46"E	154.49'
L4	S05°35'50"W	424.67'
L5	S66°28'54"E	867.28'
L6	S00°57'18"E	72.51'
L7	S88°47'52"W	40.00'
L8	N00°57'18"W	2.99'
L9	N66°28'54"W	859.75'
L10	N05°35'50"E	424.67'
L11	S72°36'50"W	447.87'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	309.30'	96°10'24"	S59°17'58"E	460.33'	519.17'
C2	1418.47'	17°33'54"	S19°59'43"E	433.16'	434.86'
C3	768.48'	34°22'30"	S11°35'25"E	454.17'	461.05'
C4	835.43'	72°04'44"	S30°26'32"E	983.04'	1050.98'
C5	915.43'	72°04'44"	N30°26'32"W	1077.17'	1151.62'
C6	688.48'	34°22'30"	N11°35'25"W	406.89'	413.06'
C7	1498.47'	17°33'54"	N19°59'43"W	457.58'	459.38'
C8	229.30'	96°10'24"	N59°17'58"W	341.27'	384.89'

SURVEYORS NOTES:

- THIS SKETCH IS NOT A SURVEY, ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREON.
- BEARINGS BASED ON THE ASSUMPTION THAT THE NORTH LINE OF TRACT G BEARS S66°28'54"E PER NEW SOUTH WALES AND LORRIKEET AT WALKABOUT, PLAT BOOK 55 PAGES 18-25.

PREPARED FOR AND CERTIFIED TO:
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY:
INDIAN RIVER SURVEY, INC.
PROFESSIONAL SURVEYING AND MAPPING

PROFESSIONAL SURVEYOR AND MAPPER
STEVE CARTECHINE FLORIDA CERTIFICATE NO. 4895
CERTIFICATE OF AUTHORIZATION #LB 7545
NOT VALID UNLESS SIGNED AND SEALED

PROJECT NO. IRS-17-190

REVISIONS

DRAWN BY: T.B.
DATE: FEBRUARY 26, 2020

CHECKED BY: S.C.
SHEET: 1 OF 2

SECTION: 12
TOWNSHIP: 21 SOUTH
RANGE: 34 EAST

SKETCH OF DESCRIPTION PARCEL 803

PARENT PARCEL ID#: NOT ASSIGNED
PURPOSE: QUIT CLAIM - TRANSFER OWNERSHIP

EXHIBIT "A"

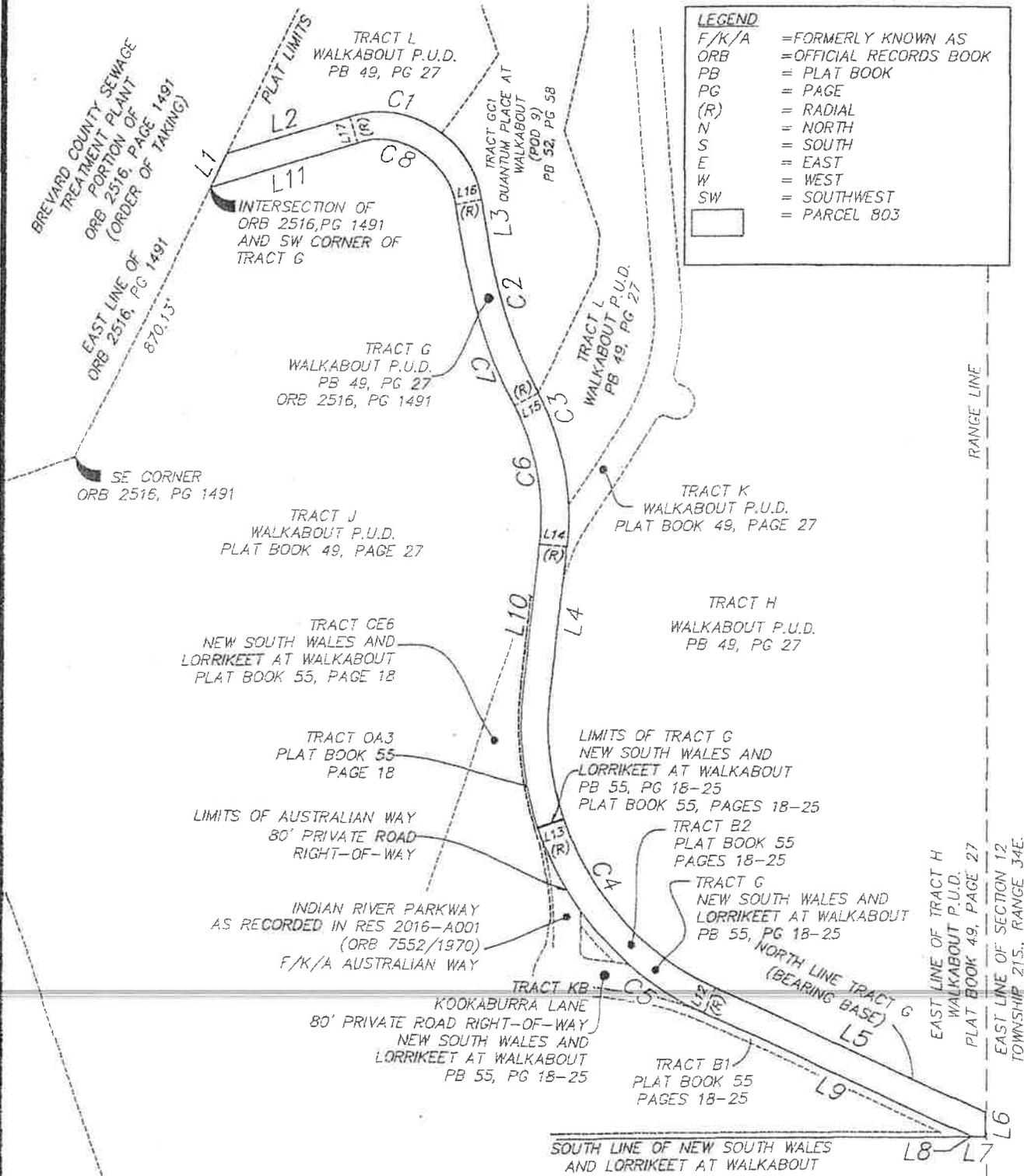
SHEET 2 OF 2

NOT VALID WITHOUT ALL SHEETS 1 - 2

THIS IS NOT A SURVEY

LEGEND

- F/K/A = FORMERLY KNOWN AS
- ORB = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE
- (R) = RADIAL
- N = NORTH
- S = SOUTH
- E = EAST
- W = WEST
- SW = SOUTHWEST
- [Box] = PARCEL 803



PREPARED BY:
INDIAN RIVER SURVEY, INC.
1835 20TH STREET VERO BEACH, FLORIDA 32960
(772) 569-7880

SCALE:
1" = 400'
PROJECT NO.:
IRS-17-190

SECTION: 12
TOWNSHIP: 21 SOUTH
RANGE: 34 EAST

**INDEMNIFICATION, MAINTENANCE AND CONSTRUCTION AGREEMENT
IN REGARDS TO TRACT 'G' OF NEW SOUTH WALES AND LORRIKEET AT WALKABOUT
PLAT**

THIS AGREEMENT is made and entered into this 11th day of April, 2006, by and between Walkabout Residential Company, L.L.C., a Florida limited liability company (hereafter "Developer or Walkabout"), and Walkabout Property Owners Association, Inc., a Florida not for profit corporation (hereafter "WPOA"), both of whose mailing address is 2500 Quantum Lakes Drive, Suite 101, Boynton Beach, Florida 33426 (collectively "Indemnitors") and the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, whose mailing address is Government Center, 2725 Judge Fran Jamieson Way, Building A, Viera, Florida 32940 (hereinafter "County").

WITNESSETH:

WHEREAS, Walkabout is the owner of certain properties located in Brevard County, Florida, under development as a golf course residential community described in Exhibit "A" attached, and herein after referred to as the Property; and

WHEREAS, Walkabout is constructing roadways and infrastructure on the Property and will record a Plat of the Property to be known as New South Wales and Lorrieket at Walkabout (hereafter the "Plat"), and

WHEREAS, the County owns a Tract of land within the boundary of the Property as described in Exhibit "B" attached (hereafter "Tract G") and used as access to the County's Regional Wastewater Treatment Plant adjacent to the Walkabout Property, and

WHEREAS, the County and Developer are parties to a prior Water Supply and Wellfield Agreement giving Developer the right to include Tract G into the Transportation Plan for the Property, and

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 8 #Names: 2
Trust: 4.50 Rec: 65.00 Serv: 0.00
Excise: 0.00
Mta: 0.00 nt Tax: 0.00

01027-1

CFN 2006116313 04-20-2006 10:45 am
OR Book/Page: 5633 / 8587

EXHIBIT B 2 OF 8

WHEREAS, as a condition of the County allowing portions of Tract G to be used as part of the internal road system of the Property, the Developer and the WPOA are required to construct the road, to accept all responsibility for the maintenance of all portions of Tract G used for the Property road system, and to indemnify the County against all claims for loss or damage arising out of the use and maintenance of all portions of Tract G used for the Property road system.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Indemnitors hereby agree as follows:

- 1) USE OF TRACT G. County grants the Developer and the WPOA the right to use Tract G for road purpose as set out and shown on the New South Wales and Lorraine at Walkabout Plat to be recorded or already recorded in the Public Records of Brevard County, Florida, and to construct a road thereon and, except as otherwise provided in this Agreement, Developer and WPOA agree to accept responsibility in perpetuity for the maintenance of all portions of Tract G used for the Property road system.
- 2) INDEMNIFICATION. The Indemnitors agrees that they will indemnify and hold harmless Brevard County, Florida, its Board of Commissioners, employees, and agents (hereafter "Indemnitees") to the extent permitted by law, from any and all liability, claims, damages, expenses, proceedings, and causes of action of any kind and/or nature and shall defend Indemnitees in any and all actions, writs or proceedings, including appeals, which are brought against the ~~Indemnitees~~ ^{Indemnitors Ag.} arising out of or as a result of wrongful or negligent acts or omissions of Indemnitees in the maintenance of all portions of Tract G where Tract G is used for the Property road system as shown on the Plat, and will satisfy, pay and discharge any and all judgments that may be entered against the Indemnitees in any such actions

CALL

EXHIBIT B 3 OF 8

or proceedings, subject to the limitations of Florida Statute 768.28, but shall not be required to indemnify Indemnitees for the Indemnitee's own wrongful or negligent acts or omissions.

- 3) PARTIAL TERMINATION. The Developer shall be released from all obligations, responsibilities, and liability for the maintenance of the road use of Tract G as set out in Paragraph 1 above and for indemnification as set out in Paragraph 2 above upon the recording of a valid deed transferring to the WPOA all of Developer's right, title and ownership of all portions of Tract AW and Tract KB, as shown on the Plat. At such time this Agreement shall automatically terminate as to Developer without any further actions, writings or recordings by the parties hereto.
- 4) NOTICE. All notices, requests, consents and other communications hereunder shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or hand delivered, to the parties at the addresses set forth below, unless written notice of a change of address has been given to the other parties:

- a. For the County: County Administrator
2725 Judge Fran Jamieson Way, A-213
Viera, Florida 32940
- b. For Walkabout Property Owners Association, Inc: Association President
2500 Quantum Lakes Drive, Suite 101
Boynton Beach, Florida 33426.
- c. For Developer: Robert S. Fike
c/o Olen Residential Reality Corporation
1062 Coral Ridge Drive
Coral Springs, FL 33071

and

EXHIBIT B 4 OF 8

Douglas B. MacDonald

c/o Quantum Limited Partners, Ltd.

2500 Quantum Lakes Drive, Suite 100101-20

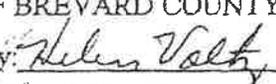
Boynton Beach, Florida 33426.

X

5) AMENDMENT. Amendments to and/or modifications of the provisions contained in this Agreement may be made only by an instrument in writing executed by each of the parties subject to this Agreement at the time of making such amendment or modification.

IN WITNESS WHEREOF, the parties have set their hands and seal the date first above written.

Attest: 
Scott Ellis, Clerk

STATE OF FLORIDA
COUNTY OF BREVARD
BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA
By: 
Helen Voltz, Chair
This is to certify that the foregoing is a true and correct copy of the original instrument and official seal of this Board on April 11, 2006.
SCOTT ELLIS
Clerk
BY: 

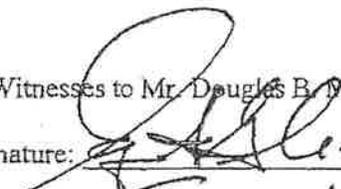
Reviewed for legal form and content:

(Assistant) County Attorney

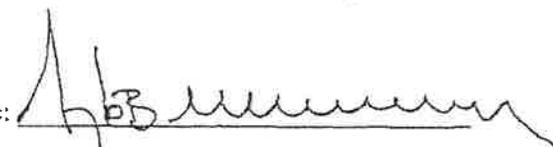
Signed, sealed and delivered
in our presence as witnesses:

WALKABOUT RESIDENTIAL COMPANY,
L.L.C., a Florida Limited Liability Company

as Witnesses to Mr. Douglas B. MacDonald:

Signature: 

Printed Name: Engenio A. Galicia

Signature: 

Printed Name: DOUGLAS B. MACDONALD

Title: as Member of Management Committee

Signature: 

Printed Name: ALLEN T. SLAMAN

-AND-



EXHIBIT B 5 OF 8

as Witnesses to Mr. Igor Olenicoff:

Signature: [Signature]

Printed Name: Robert S. Fike

Signature: [Signature]

Printed Name: Sheila Rendon

Signature: [Signature]

Printed Name: IGOR OLENICOFF

Title: as Member of Management Committee

Signed, sealed and delivered
in our presence as witnesses:

as Witnesses to Mr. Douglas B. MacDonald:

Signature: [Signature]

Printed Name: Eugene A. Gorkin

Signature: [Signature]

Printed Name: ALLEN I. JLAGIAN

WALKABOUT PROPRERTY OWNERS
ASSOCIATION, INC., a Florida not for profit
corporation

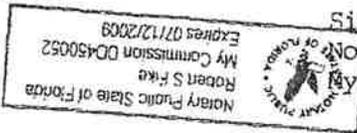
Signature: [Signature]

Printed Name: DOUGLAS B. MACDONALD

Title: President

STATE OF FLORIDA
COUNTY OF PALM BEACH

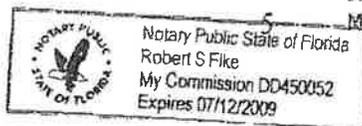
I hereby certify that the foregoing instrument was acknowledged before me this 21 day of March, 2006, by Douglas B. MacDonald as Member of Management Committee of Walkabout Residential, L.L.C., a Florida limited liability company on behalf of the company and as President of Walkabout Property Owners Association, Inc. He is personally known to me or has produced _____ as identification and did (did not) take and oath.



Sign: [Signature]
Notary Republic
My commission expires: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

I hereby certify that the foregoing instrument was acknowledged before me this 21 day of March, 2006, by Igor Olenicoff as Member of Management Committee of Walkabout Residential, L.L.C., a Florida limited liability company on behalf of the company. He is personally known to me or has produced _____ as identification and did (did not) take an oath.



Sign: [Signature]
Notary Public
My commission expires: _____

[Handwritten initials]

EXHIBIT B 6 OF 8

EXHIBIT "A"

A PARCEL OF LAND LYING IN SECTIONS 12 AND 13, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA, SAID LAND BEING A REPLAT OF A PORTION OF TRACTS A, F, G, AND J AS SHOWN ON WALKABOUT P.U.D., AS RECORDED IN PLAT BOOK 49, PAGE 27 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA:

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" IRON PIPE, SAID PIPE ALSO BEING THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST; THENCE SOUTH 88°30'40" WEST, ALONG THE SOUTH LINE OF SECTION 12, A DISTANCE OF 1,322.67 FEET TO THE POINT OF BEGINNING, SAID POINT BEING WITNESSED BY A FOUND 4" X 4" CONCRETE MONUMENT WITH A PK NAIL AND DISK, SAID MONUMENT BEING A 10' NORTH OFFSET; THE FOLLOWING 23 COURSES ARE ALONG THE NORTHERN BOUNDARY OF THE "FITZROY REEF AT WALKABOUT" PLAT AS RECORDED IN PLAT BOOK 53 PAGE 32, BREVARD COUNTY, FLORIDA; THENCE SOUTH 00°55'29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 88°30'40" WEST, A DISTANCE OF 50.57 FEET; THENCE SOUTH 00°15'05" WEST, A DISTANCE OF 54.17 FEET; THENCE SOUTH 12°48'06" EAST, A DISTANCE OF 66.94 FEET; THENCE SOUTH 12°43'50" EAST, A DISTANCE OF 56.05 FEET; THENCE SOUTH 14°23'57" EAST, A DISTANCE OF 80.71 FEET; THENCE SOUTH 13°32'49" EAST, A DISTANCE OF 12.41 FEET; THENCE SOUTH 15°08'34" EAST, A DISTANCE OF 300.00 FEET; THENCE SOUTH 74°51'26" WEST, A DISTANCE OF 62.07 FEET; THENCE SOUTH 15°08'34" EAST, A DISTANCE OF 33.39 FEET; THENCE SOUTH 52°23'45" EAST, A DISTANCE OF 63.58 FEET; THENCE NORTH 74°51'26" EAST, A DISTANCE OF 12.56 FEET; THENCE SOUTH 52°23'45" EAST, A DISTANCE OF 18.21 FEET; THENCE SOUTH 15°08'34" EAST, A DISTANCE OF 306.74 FEET; THENCE SOUTH 74°51'26" WEST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 77°57'00" WEST, A DISTANCE OF 198.59 FEET; THENCE NORTH 12°34'14" WEST, A DISTANCE OF 113.60 FEET; THENCE SOUTH 77°25'46" WEST, A DISTANCE OF 125.00 FEET; THENCE NORTH 12°34'14" WEST, A DISTANCE OF 39.82 FEET; THENCE SOUTH 77°25'46" WEST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 12°34'14" EAST, A DISTANCE OF 333.70 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 825.00 FEET AND A CENTRAL ANGLE OF 04°36'33"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 66.37 FEET; THENCE SOUTH 77°25'46" WEST, A DISTANCE OF 52.87 FEET, DEPARTING SAID BOUNDARY OF FITZROY REEF AT WALKABOUT; THENCE NORTH 19°56'50" WEST, ALONG THE EASTERN RIGHT OF WAY OF INTERSTATE 95, A DISTANCE OF 1,434.95 FEET, DEPARTING SAID RIGHT OF WAY; THENCE NORTH 88°30'40" EAST, A DISTANCE OF 387.94 FEET; THENCE NORTH 07°20'27" WEST, A DISTANCE OF 134.32 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 82°39'40" EAST, A RADIAL DISTANCE OF 480.00 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 05°26'24", A DISTANCE OF 45.57 FEET; THENCE SOUTH 88°06'03" WEST, A DISTANCE OF 150.19 FEET; THENCE NORTH 01°53'57" WEST, A DISTANCE OF 64.30 FEET; THENCE NORTH 52°16'08" EAST, A DISTANCE OF 89.61 FEET; THENCE NORTH 05°00'33" EAST, A DISTANCE OF 193.80 FEET; THENCE NORTH 54°29'57" WEST, A DISTANCE OF 116.04 FEET; THENCE NORTH 21°30'41" WEST, A DISTANCE OF 117.39 FEET; THENCE NORTH 23°29'19" EAST, A DISTANCE OF 102.56 FEET; THENCE NORTH 21°30'41" WEST, A DISTANCE OF 167.37 FEET; THENCE SOUTH 76°24'48" WEST, A DISTANCE OF 17.34 FEET; THENCE SOUTH 47°16'59" WEST, A DISTANCE OF 99.87 FEET; THENCE NORTH 58°25'22" WEST, A DISTANCE OF 110.52 FEET; THENCE NORTH 54°33'50" WEST, A DISTANCE OF 97.64 FEET; THENCE NORTH 44°37'42" WEST, A DISTANCE OF 54.62 FEET; THENCE NORTH 11°53'16" WEST, A DISTANCE OF 56.91 FEET; THENCE NORTH 14°20'28" EAST, A DISTANCE OF 72.14 FEET; THENCE NORTH 32°50'01" EAST, A DISTANCE OF 98.79 FEET; THENCE NORTH 03°27'21" WEST, A DISTANCE OF 77.57 FEET; THENCE NORTH 20°32'03" WEST, A DISTANCE OF 12.72 FEET; THENCE NORTH 88°53'32" EAST, A DISTANCE OF 26.51 FEET; THENCE NORTH 20°23'49" WEST, A DISTANCE OF 171.89 FEET; THENCE NORTH 37°15'48" WEST, A DISTANCE OF 64.94 FEET; THENCE NORTH 87°52'16" EAST, A DISTANCE OF 510.85 FEET; THENCE NORTH 18°14'05" EAST, A DISTANCE OF 1,434.22 FEET; THENCE SOUTH 55°34'35" EAST, A DISTANCE OF 18.88 FEET; THENCE SOUTH 05°35'50" WEST, A DISTANCE OF 264.30 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 915.43 FEET AND A CENTRAL ANGLE OF 25°30'23"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 407.52 FEET;

EXHIBIT B 7 OF 8

THENCE NORTH 70°05'27" EAST, A DISTANCE OF 80.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 70°05'27" EAST, A RADIAL DISTANCE OF 835.43 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 46°34'21", A DISTANCE OF 679.07 FEET; THENCE SOUTH 66°28'54" EAST, A DISTANCE OF 867.28 FEET; THE FOLLOWING 7 COURSES ARE ALONG THE EASTERN BOUNDARY OF THE WALKABOUT P.U.D. AS RECORDED IN PLAT BOOK 49, PAGE 27, BREVARD COUNTY, FLORIDA; THENCE SOUTH 00°57'18" EAST, A DISTANCE OF 72.51 FEET; THENCE SOUTH 88°47'52" WEST, A DISTANCE OF 872.00 FEET; THENCE SOUTH 00°55'29" EAST, A DISTANCE OF 212.50 FEET; THENCE NORTH 88°47'52" EAST, A DISTANCE OF 408.00 FEET; THENCE SOUTH 00°55'29" EAST, A DISTANCE OF 417.47 FEET; THENCE SOUTH 88°30'40" WEST, A DISTANCE OF 860.04 FEET; THENCE SOUTH 00°55'29" EAST, A DISTANCE OF 689.86 FEET TO THE POINT OF BEGINNING.

LESS:

ANY LAND DESCRIBED IN THAT CERTAIN INSTRUMENT RECORDED AT OFFICIAL RECORDS BOOK 2516, PAGE 1491 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA THAT LIES WITHIN THE ABOVE DESCRIBED PROPERTY.

Exh.

EXHIBIT B 8 OF 8

EXHIBIT B

A parcel of land located in Section 12, Township 21 South, Range 34 East, Brevard County, Florida, being 80.00 feet in width and measured 40.00 feet by perpendicular measurement on each side of the following described centerline. Begin at the intersection of the East line of said Section 12 and the North line of Spruce Hills Estates as recorded in Plat Book 13, Page 29, Public Records of Brevard County, Florida, thence North $0^{\circ}33'22''$ West along the East line of said Section 12, 28.56 feet; thence North $66^{\circ}04'58''$ West; 885.49 feet to the P.C. of a curve to the right, concave northeasterly, and having a radius of 875.43 feet; thence along the arc of said curve through a central angle of $72^{\circ}04'44''$, a distance of 1101.31 feet to the P.T.; thence North $5^{\circ}59'46''$ East, 424.67 feet to the P.C. of a curve to the left concave southwesterly and having a radius of 728.48 feet; thence along the arc of said curve through a central angle of $34^{\circ}22'30''$, a distance of 437.06 feet to the P.R.C. of a curve to the right concave northeasterly and having a radius of 1458.47 feet; thence along the arc of said curve through a central angle of $17^{\circ}33'54''$, a distance of 447.012 feet to the P.T.; thence north $10^{\circ}48'50''$ west, 354.049 feet to the P.C. of a curve to the left concave southwesterly having a radius of 269.30 feet; thence along the arc of said curve through a central angle of $96^{\circ}10'24''$ a distance of 452.03 feet to the P.T.; thence south $73^{\circ}0'45''$ west, 416.52 feet to the intersection of the easterly boundary line of the proposed wastewater treatment facility and determination of said centerline description excepting there from that portion lying east of the east line of Section 12, Township 21 south, Range 34 east.

Containing 7.92 acres more or less.

LEGAL DESCRIPTION
PARCEL 801

PARENT PARCEL ID#: 21-34-12-UR-*--KB and
 PURPOSE: UTILITY & ACCESS EASEMENT

EXHIBIT "C"

SHEET 1 OF 2

NOT VALID WITHOUT ALL SHEETS 1 - 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

PARCEL 801, UTILITY & ACCESS EASEMENT (BY SURVEYOR)

A PORTION OF TRACT G, NEW SOUTH WALES AND LORRIKEET AT WALKABOUT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 18 THROUGH 25, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SAID LANDS LYING IN SECTION 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST OF SAID BREVARD COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT KB, SAID NEW SOUTH WALES AND LORRIKEET AT WALKABOUT; THENCE S82°45'14"E, A DISTANCE OF 169.35 FEET; TO THE OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 682.00 FEET, A CENTRAL ANGLE OF 16°16'20"; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 193.69 FEET TO THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; SAID POINT ALSO BEING A POINT ON THE SOUTH LINE OF SAID TRACT G; THENCE S66°28'54"E, A DISTANCE OF 859.74 FEET, THENCE S00°57'18"E, A DISTANCE OF 2.99 FEET TO A POINT ON THE SOUTH LINE OF SAID NEW SOUTH WALES AND LORRIKEET AT WALKABOUT; THENCE ALONG SAID SOUTH LINE N88°47'52"E, A DISTANCE OF 40.00 FEET TO THE EAST LINE OF SAID SECTION 12; THENCE N00°57'18" W ALONG SAID EAST LINE A DISTANCE OF 72.51 FEET TO THE NORTH LINE OF SAID TRACT G; THENCE LEAVING SAID EAST LINE N66°28'54"W ALONG THE SAID NORTH LINE OF TRACT G, A DISTANCE OF 867.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 835.43 FEET AND A CENTRAL ANGLE OF 6°17'57", THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 91.85 FEET; THENCE LEAVING SAID NORTH LINE N82°45'14"W, A DISTANCE OF 172.18 FEET TO THE SAID SOUTH LINE OF TRACT G AND A POINT ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 915.43 FEET, A CENTRAL ANGLE OF 16°18'03" AND A RADIAL BEARING OF N39°49'09"E; THENCE SOUTHEASTERLY ALONG THE SAID CURVE FOR AN ARC DISTANCE OF 260.44 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 1.95 ACRES OF LAND MORE OR LESS.

SURVEYORS NOTES:

1. THIS SKETCH IS NOT A SURVEY, ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREON.
2. BEARINGS BASED ON THE ASSUMPTION THAT THE NORTH LINE OF TRACT G BEARS N66°28'54"W PER NEW SOUTH WALES AND LORRIKEET AT WALKABOUT, PLAT BOOK 55 PAGES 18-25.

PREPARED FOR AND CERTIFIED TO:
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY:
 INDIAN RIVER SURVEY, INC.
 PROFESSIONAL SURVEYING AND MAPPING

PROFESSIONAL SURVEYOR AND MAPPER
 STEVE CARTECHINE FLORIDA CERTIFICATE NO. 4895
 CERTIFICATE OF AUTHORIZATION #LB 7545
 NOT VALID UNLESS SIGNED AND SEALED

PROJECT NO. IRS-17-190	REVISIONS	2/25/20	BC EMAIL 2/21/20	SECTION: 12
DRAWN BY: T.B.	CHECKED BY: S.C.			TOWNSHIP: 21 SOUTH
DATE: FEBRUARY 10, 2020	SHEET: 1 OF 2			RANGE: 34 EAST

SKETCH OF DESCRIPTION PARCEL 801

PARENT PARCEL ID#: 21-34-12-UR-*-KB and
PURPOSE: UTILITY & ACCESS EASEMENT

EXHIBIT "C"

SHEET 2 OF 2

NOT VALID WITHOUT ALL SHEETS 1 - 2

THIS IS NOT A SURVEY

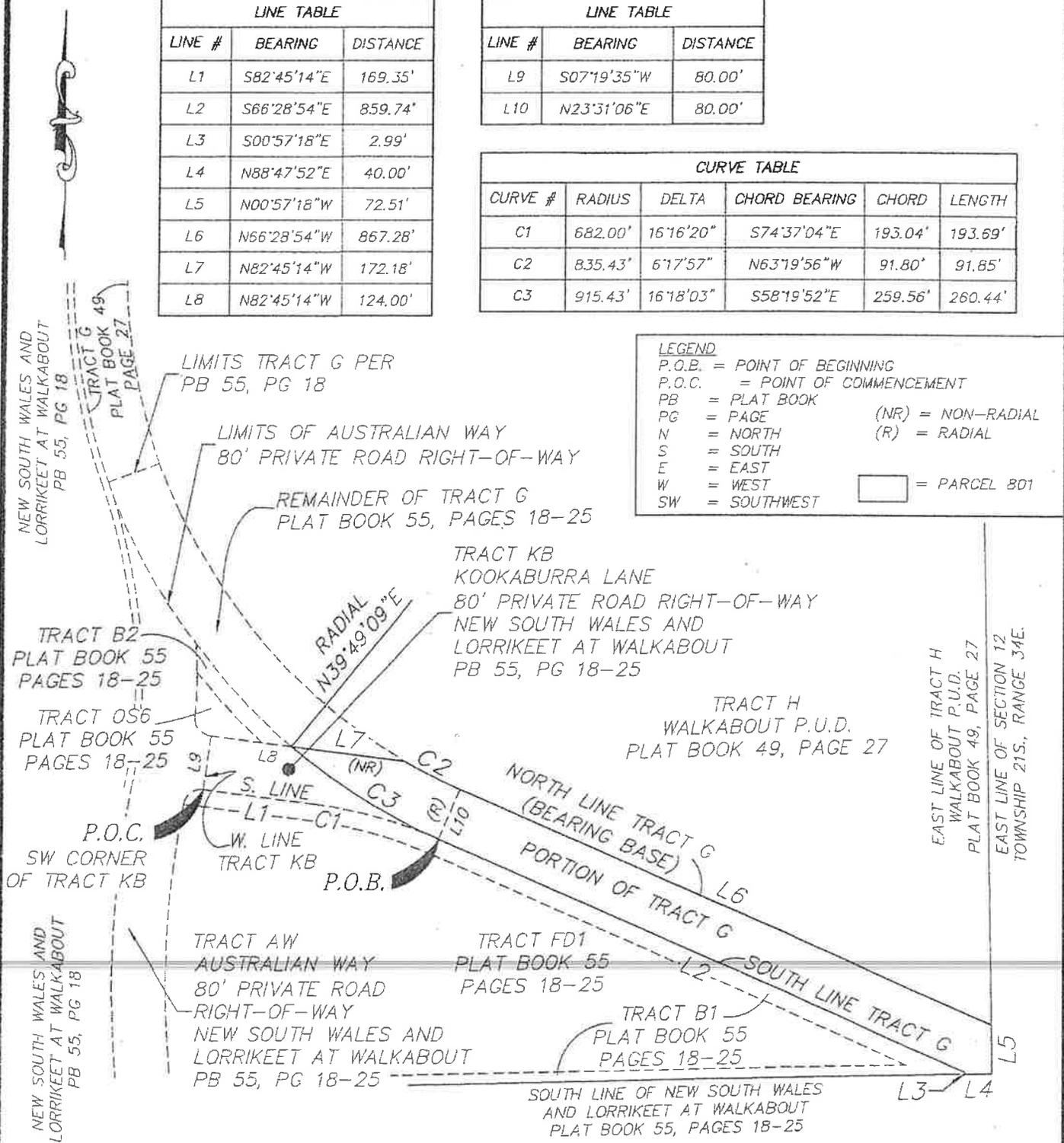
LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S82°45'14"E	169.35'
L2	S66°28'54"E	859.74'
L3	S00°57'18"E	2.99'
L4	N88°47'52"E	40.00'
L5	N00°57'18"W	72.51'
L6	N66°28'54"W	867.28'
L7	N82°45'14"W	172.18'
L8	N82°45'14"W	124.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L9	S07°19'35"W	80.00'
L10	N23°31'06"E	80.00'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	682.00'	16°16'20"	S74°37'04"E	193.04'	193.69'
C2	835.43'	6°17'57"	N63°19'56"W	91.80'	91.85'
C3	915.43'	16°18'03"	S58°19'52"E	259.56'	260.44'

LEGEND

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
PB = PLAT BOOK
PG = PAGE (NR) = NON-RADIAL
N = NORTH (R) = RADIAL
S = SOUTH
E = EAST
W = WEST
SW = SOUTHWEST



PREPARED BY:
INDIAN RIVER SURVEY, INC.
1835 20TH STREET VERO BEACH, FLORIDA 32960
(772) 569-7880

SCALE:
1"=200'
PROJECT NO.:
IRS-17-190

SECTION: 12
TOWNSHIP: 21 SOUTH
RANGE: 34 EAST

LEGAL DESCRIPTION

PARCEL 802

PARENT PARCEL ID#: NOT ASSIGNED
PURPOSE: UTILITY & ACCESS EASEMENT

EXHIBIT "D"

SHEET 1 OF 2

NOT VALID WITHOUT ALL SHEETS 1 - 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

PARCEL 802, UTILITY & ACCESS EASEMENT (BY SURVEYOR)

A PORTION OF TRACTS G AND J, WALKABOUT P.U.D., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 49, PAGES 27 THROUGH 43 AND A PORTION OF TRACT GC1, QUANTUM PLACE AT WALKABOUT (POD 9), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOBOK 52, PAGES 58 THROUGH 64, INCLUSIVE OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SAID LANDS LYING IN SECTION 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST OF SAID BREVARD COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2516, PAGE 1491 (ORDER OF TAKING-WASTERWATER TREATMENT FACILITY) AND THE SOUTHWESTERLY CORNER OF SAID TRACT G, WALKABOUT P.U.D.; THENCE N25°25'08"E ALONG THE SAID EAST LINE A DISTANCE OF 109.04 FEET; THENCE LEAVING SAID LINE N72°36'50"E ALONG THE NORTHERLY LINE OF SAID TRACT G, A DISTANCE OF 373.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 309.30 FEET, A CENTRAL ANGLE OF 96°10'24", THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 519.17 FEET TO THE POING OF TANGENCY OF SAID CURVE; THENCE S11°12'46"E ALONG THE SOUTHERLY EXTENSION OF THE NORTH LINE OF SAID TRACT G, A DISTANCE OF 283.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 342.80 FEET, A CENTRAL ANGLE OF 45°52'58", THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 274.51 FEET TO THE EASTERLY LINE OF SAID TRACT GC1; THENCE S25°06'13"W ALONG SAID LINE, A DISTANCE OF 64.86 FEET TO THE EASTERLY LINE OF SAID TRACT G AND A POINT ON A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 768.48 FEET, A CENTRAL ANGLE OF 2°22'57" AND A RADIAL BEARING OF S61°13'20W, THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 31.95 FEET; THENCE N57°05'44"W, A DISTANCE OF 36.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 422.80, A CENTRAL ANGLE OF 45°52'58", THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 338.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N11°12'46"W ALONG THE SOUTHERLY EXTENSION OF THE SAID SOUTH LINE OF TRACT G, A DISTANCE OF 283.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 229.30 FEET, A CENTRAL ANGLE OF 96°10'24", THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 384.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S72°36'50"W ALONG THE SOUTH LINE OF SAID TRACT G, A DISTANCE OF 447.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.68 ACRES OF LAND MORE OR LESS

SURVEYORS NOTES:

1. THIS SKETCH IS NOT A SURVEY, ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREON.
2. BEARINGS BASED ON THE ASSUMPTION THAT THE NORTH LINE OF TRACT G BEARS N72°36'50"E PER WALKABOUT, P.U.D., PLAT BOOK 49, PAGE 27.

PREPARED FOR AND CERTIFIED TO:
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY:
INDIAN RIVER SURVEY, INC.
PROFESSIONAL SURVEYING AND MAPPING

PROFESSIONAL SURVEYOR AND MAPPER
STEVE CARTECHINE FLORIDA CERTIFICATE NO. 4895
CERTIFICATE OF AUTHORIZATION #LB 7545
NOT VALID UNLESS SIGNED AND SEALED

PROJECT NO. IRS-17-190		REVISIONS	2/25/20	BC EMAIL 2/21/20	SECTION: 12 TOWNSHIP: 21 SOUTH RANGE: 34 EAST
DRAWN BY: T.B.	CHECKED BY: S.C.				
DATE: FEBRUARY 10, 2020	SHEET: 1 OF 2				

SKETCH OF DESCRIPTION PARCEL 802

PARENT PARCEL ID#: NOT ASSIGNED
PURPOSE: UTILITY & ACCESS EASEMENT

EXHIBIT "D"

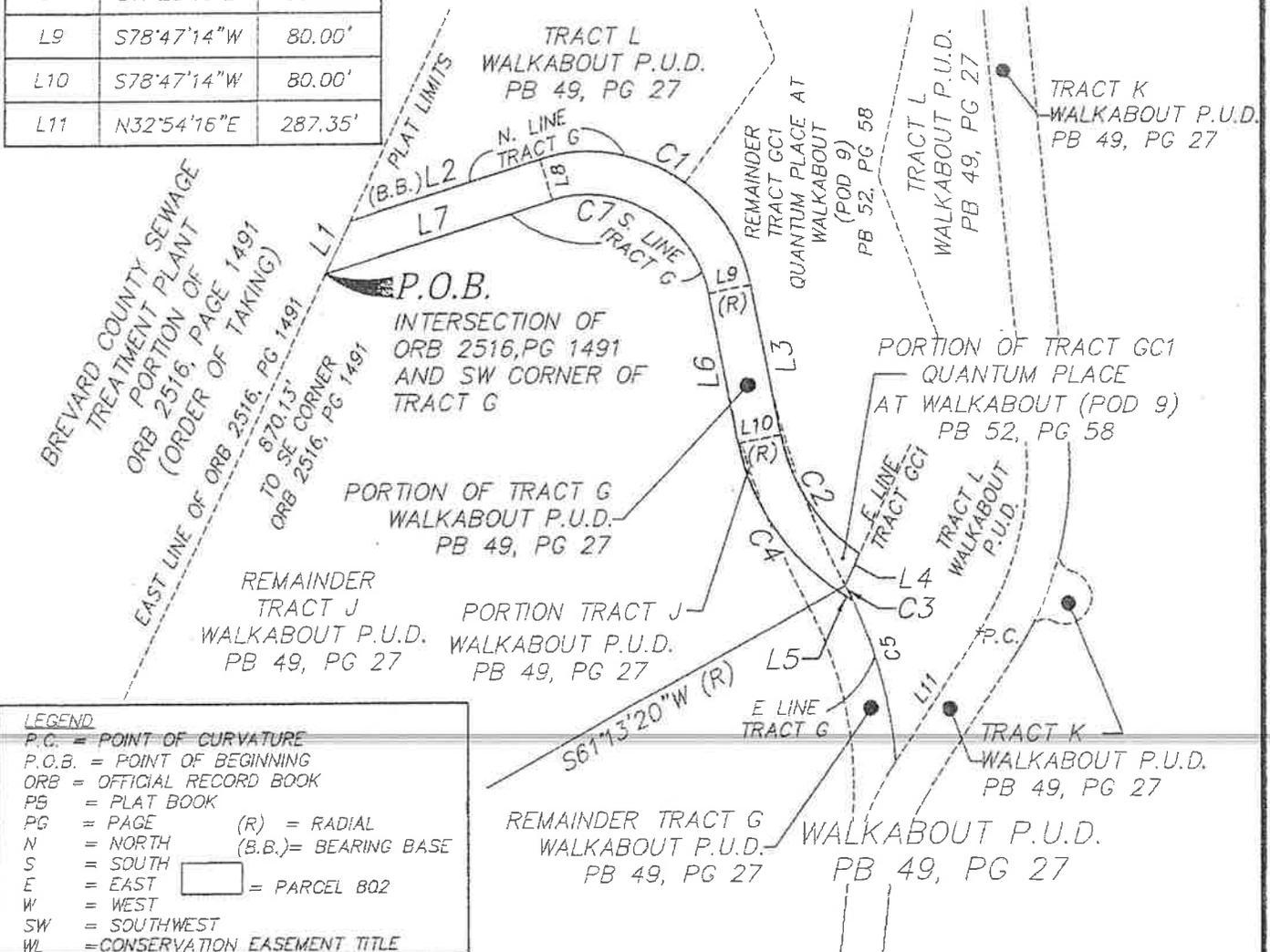
SHEET 2 OF 2

NOT VALID WITHOUT ALL SHEETS 1 - 2

THIS IS NOT A SURVEY

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N25°25'08"E	109.04'
L2	N72°36'50"E	373.28'
L3	S11°12'46"E	283.77'
L4	S25°06'13"W	64.86'
L5	N57°05'44"W	36.61'
L6	N11°12'46"W	283.77'
L7	S72°36'50"W	447.38'
L8	S17°23'10"E	80.00'
L9	S78°47'14"W	80.00'
L10	S78°47'14"W	80.00'
L11	N32°54'16"E	287.35'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	309.30'	96°10'24"	N59°17'58"W	460.33'	519.17'
C2	342.80'	45°52'58"	S34°09'15"E	267.24'	274.51'
C3	768.48'	2°22'57"	S27°35'12"E	31.95'	31.95'
C4	422.80'	45°52'58"	N34°09'15"W	329.61'	338.58'
C5	768.48'	23°08'01"	N14°49'42"W	308.16'	310.28'
C7	229.30'	96°10'24"	N59°17'58"W	341.27'	384.89'



LEGEND
P.C. = POINT OF CURVATURE
P.O.B. = POINT OF BEGINNING
ORB = OFFICIAL RECORD BOOK
PS = PLAT BOOK
PG = PAGE (R) = RADIAL
N = NORTH (B.B.) = BEARING BASE
S = SOUTH
E = EAST = PARCEL 802
W = WEST
SW = SOUTHWEST
WL = CONSERVATION EASEMENT TITLE

PREPARED BY:
INDIAN RIVER SURVEY, INC.
1835 20TH STREET VERO BEACH, FLORIDA 32960
(772) 569-7880

SCALE:
1" = 200'
PROJECT NO.:
IRS-17-190

SECTION: 12
TOWNSHIP: 21 SOUTH
RANGE: 34 EAST

TERMINATION OF INDEMNIFICATION AGREEMENT

This Termination of Indemnification Agreement is entered into this ___ day of _____, 2020 by and between INDIAN RIVER PRESERVE ESTATE CORP. (hereinafter referred to as "Developer"), a Nevada corporation and THE BOARD OF COUNTY COMMISSIONS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, FL 32940 (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Developer is the successor in interest of Walkabout Residential Company, LLC ("Walkabout") and Walkabout Property Owners Association, Inc. ("WPOA") including all of Walkabout's and WPOA's rights and obligations in the Indemnification Agreement ("IA") as recorded in OR Book 5633 at Page 8587 of the Public Records of Brevard County, and attached hereto Exhibit 1.

WHEREAS, Developer and County have entered into a Development Agreement and as part of said Development Agreement, Developer will become the owner of the property labeled Tract G, and both parties agree that Developer owning Tract G eliminates any requirement for the IA; and

WHEREAS, both parties agree that the IA is terminated and no longer a valid or enforceable agreement between by the parties or any third parties.

NOW THEREFORE the Parties agree as follows:

RECITALS

1. Developer and County hereby terminate the IA and agree that said IA is no longer a valid or enforceable document between the parties and their successors and neither party shall have any further obligation under the IA nor shall it be enforceable in anyway.

2. The Parties further agree that this Termination of the IA, a copy of which is set forth in Exhibit E of that certain Development Agreement between the parties, shall be recorded in the public records of Brevard County pursuant to paragraph 4 of the said Development Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and their corporates seals affixed as of the day and year first above written.

Signed, sealed and delivered in the presence of: **INDIAN RIVER PRESERVE ESTATES CORP., a Nevada corporation**

Name of Witness _____

By: _____

Print Name: _____

As Its: _____

Name of Witness _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, _____ of INDIAN RIVER PRESERVE ESTATES CORP., a Nevada corporation registered to do business in the State of Florida, who is [] personally known to me or [] produced as identification and did/did not take an oath.

My commission expires:

Notary Public – State of _____

Print Name of Notary _____

SEAL

Commission No.:

SIGNATURE PAGE FOR BREVARD COUNTY

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA, a
political subdivision of the State of Florida**

Scott Ellis, Clerk
(SEAL)

Bryan Lober, Chair
As approved by the Board on _____

**STATE OF FLORIDA
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by Bryan Lober, Chair of the Board of County Commissioners of Brevard County, Florida, a political, subdivision of the State of Florida, who is [] personally known to me or [] produced as identification and did/did not take an oath.

My commission expires:

Notary Public – State of _____
Print Name of Notary _____

SEAL
Commission No.:

Exhibit "F"

PERMANENT ACCESS AND UTILITY EASEMENT

THIS EASEMENT is given this ____ day of _____, 2020, by Indian River Preserves Estates Corp., A Nevada Corporation ("Grantor"), whose mailing address is _____, to Brevard County, Florida, a political subdivision of the State of Florida ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain lands situated in Brevard County, Florida and more specifically described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor has agreed to grant and convey to Grantee, a permanent non-exclusive access and utility easement over, under, upon, above, across, and through the Property for the specific purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys and establishes a perpetual easement for and in favor of Grantee upon the Property described on Exhibit "A" which shall run with the land and be binding upon Grantor.

The scope, nature and character of this Easement shall be as follows:

1. **Recitals.** The recitals herein are true and correct and are hereby incorporated into and made a part of this Easement.
2. **Purpose.** It is the purpose of this Easement to grant a permanent non-exclusive access and utility easement over, under, upon, above, across, and through the Property described in Exhibit 'A' for the purposes of:
 - a) Vehicular and pedestrian ingress and egress, to include emergency vehicles; and
 - b) constructing, reconstructing, reconfiguring, maintaining, repairing, installing and operating a sanitary sewer, water, raw water, and re-use water system, and other allied uses pertaining thereto; and
 - c) to ensure Grantee has the right of continuous access to the entrance of the Grantee's Waste Water Treatment Plant (WWTP) from State Road 46, Titusville/Mims, Florida.
3. **Acknowledgment.** Grantee is the legal owner of Real Property (hereinafter "Tract G"), more particularly described in Exhibit "B" and shall be deeded to Grantor.

4. Agreement. Grantor, in return for Grantee deeding Tract G, shall at Grantor's sole expense cause the unpaved Access Easement to be paved and shall provide a paved access roadway to the Grantee's Waste Water Treatment Plant. Grantor agrees to cause the paving of the Access Easement Area and the access roadway to the Waste Water Treatment Plant within 24 months of the recording of this Easement.

Maintenance. Grantor, its successors and/or assigns, shall at Grantors sole expense, be responsible for all maintenance of the paved Access Easement and the Grantee's paved access roadway to the Waste Water Treatment Plant. Prior to the paved access, Grantor shall be responsible to maintain the current dirt access road from Indian River Parkway to the entrance of the Waste Water Treatment Plant in a manner that keeps the dirt access drive free of ponding and allows continuous safe access to personal vehicles as well as heavy vehicles and machinery required to operate the Waste Water Treatment Plant. Grantor shall ensure continued access by Grantee to the Waster Water Treatment Plant during construction of the paved access. In the event Grantor is not properly maintaining the Access Easement and Grantee's access roadway to the Waste Water Treatment Plant, Grantee will give Grantor a 15-day notice of non-compliance by means of certified mail. Grantor will have seven days to perform maintenance on the areas. If the areas are not maintained after the seven days, Grantee will perform maintenance and shall be reimbursed the cost of maintenance by Grantor.

Duration. This Easement shall remain in full force and effect in perpetuity.

Indemnification. Grantor agrees that it will indemnify and save harmless Grantee from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the Grantor's use, occupation, management or control of the Access Easement Area, Tract G, or any improvement placed thereon by Grantor, or any equipment or fixtures used by Grantor in connection with the Access Easement Area or Tract G. Grantor agrees that it will, at their own expense, defend any and all actions, suits or proceedings which may be brought against the Grantee in connection with any negligent, reckless, or intentional wrongful act or omission of the Grantor and persons employed or utilized by the Grantor as it relates to the Access Easement Area or Tract G, and that it will satisfy, pay and discharge any and all judgments that may be entered against the Grantee in any such action or proceedings. The parties acknowledge specific consideration has been exchanged for the provision. Nothing herein is intended to be or shall be construed as a waiver of the Grantee's sovereign immunity beyond statutory provisions.

Modification. This Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors – in – interest, which shall be filed in the public records of Brevard County, Florida.

[For signatures see page three]

IN WITNESS WHEREOF Indian River Preserves Estates Corp., ("Grantor") has hereunto set its authorized hand this _____ day of _____, 2020.

Witness

Indian River Preserves Estates Corp.,
A Nevada Corporation

Print Name

BY: _____
Title: _____

Witness

Print Name

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020 by _____ of INDIAN RIVER PRESERVE ESTATES CORP., a Nevada corporation registered to do business in the State of Florida. He is personally known to me or has produced _____ as identification.

Agenda Item # _____
Board Meeting Date _____

Notary Signature
SEAL

Acceptance

The Grantee hereby accepts the Permanent Access Easement and agrees to be bound by its terms.

Dated: _____ day of _____, 2020.

ATTEST:

GRANTEE:
BREVARD COUNTY, FLORIDA

Scott Ellis, Clerk of the Board

Bryan Lober, Chair

Agenda Item # _____
Board Meeting Date _____

Exhibit G

BOND CONTRACT

THIS CONTRACT entered into this ____ day of _____ 20____, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and Indian River Preserve Estate Corp., hereinafter referred to as "PRINCIPAL."

WITNESSETH:

IN CONSIDERATION of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. The PRINCIPAL agrees to construct the improvements agreed upon in that certain Development Agreement for Indian River Estates Preserve Corp. and exhibits thereto.
2. Principal agrees to construct the improvements strictly in accordance with the plans and specifications on file in the Land Development Division (which construction is hereinafter referred to as the "Work"). Such plans and specifications (hereinafter referred to as the "Plans") are hereby incorporated into this Agreement by reference and made a part hereof. Principal warrants to County that the Work will conform to the requirements of the Plans and other requirements specified in the County's approval of the Work. Principal also warrants to County that the Work will be free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered to be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided.

To the extent assignable, Principal assigns to County all of Principal's warranty rights under its construction contract with the contractor constructing the improvements (including all warranties provided by law of in equity with respect to such construction contract), which warranties may be asserted by County on behalf of Principal in the event Principal fails to perform its warranty obligations hereunder. Where warranties granted hereunder overlap, the more stringent requirement shall control.

3. The PRINCIPAL agrees to complete said construction on or before the ____ day of _____, 20____.
4. In order to guarantee performance of PRINCIPAL'S obligations herein contained, PRINCIPAL shall furnish cash, letter of credit, certificate of deposit or surety bond in a form approved by the COUNTY, in the amount of \$ 589,808.80. If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners within five (5) business days of the County's acceptance of this contract. Said bond shall be 125% of the estimated cost of construction, as determined by the Land Development Division. PRINCIPAL shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the COUNTY to ensure proper accounting for all funds expended under the agreement. Said records shall be made available upon request for audit purposes to Brevard County and its auditors.
5. In the event, PRINCIPAL fails to complete said improvements within the time prescribed, the COUNTY may elect to take all or any of the following actions:
 - A. Complete the improvements utilizing COUNTY employees and materials and request

payment from the bond or the PRINCIPAL,

B. Request the surety on said performance bond to complete such improvements, or

C. Contract for completion of said improvements.

6. The PRINCIPAL and Surety on said performance bond shall be liable for all costs, expenses, and damages incurred by the COUNTY, including attorney's fees, in the event the PRINCIPAL defaults on this contract.
7. In the performance of this Agreement, the PRINCIPAL shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the PRINCIPAL for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119 of the Florida Statutes.
8. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by PRINCIPAL in the United States or any other country.
9. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**

Scott Ellis, Clerk

Bryan Lober, Chair

As approved by the Board on: _____, 20____.

WITNESSES:

PRINCIPAL:

Igor Olenicoff, as President, Director

DATE

State of: _____

County of: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by

_____ who is personally known to me or who has produced

_____ as identification and who did (did not) take an oath.

My commission expires:

Notary Public

S E A L

Commission Number:

Notary Name printed, typed or stamped

Exhibit G

SURETY PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Indian River Preserve Estate Corp., hereinafter referred to as "Owner" and, _____, hereinafter referred to as "Surety", are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "County", in the sum of \$ 589,808.80, for the payment of which we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Owner has entered into a contract with the County dated the ____ day of _____, 20____, which contract is made a part hereof by reference.

NOW THEREFORE, the condition of this obligation is such that if Owner shall promptly and faithfully perform said contract and complete the work contemplated therein by _____, 20____, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

If the Owner shall be declared in default of said contract by the County, the Surety shall have sixty (60 days from the date of said default within which to take whatever action it deems necessary in order to insure performance. If, at the expiration of sixty (60) days from the date of said default, no arrangements have been made by the Owner or surety satisfactory to the County for the completion of said contract, then the County shall have the right to complete said contract and the Owner and Surety jointly and severally, shall pay all costs of completing said contract to the County, including but not limited to engineering, legal and other costs, together with any damages, either direct or consequential, which the County may sustain on account of the Owner's default of said contract. After the expiration of the aforesaid grace period, the County shall have the additional right to contract for the completion of said contract upon which the Owner has defaulted and upon the County's acceptance of the lowest responsible bid for the completion of said contract, the Owner and Surety shall become immediately liable for the amount of said bid and in the event the County is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of six percent (6%) per annum beginning with the commencement of such legal proceedings. The County, in its discretion, may permit the Surety to complete said contract, in the event of Owner's default.

In the event that the County commences suit for the collection of any sums due hereunder, the obligors and each of them agree to pay all costs incurred by the County, including attorney's fees.

EXECUTED this _____ day of _____, 20_____.

OWNER:

SURETY:



APPROVED
By Linda Wicker at 4:54 pm, Apr 08, 2020

Project: Indian River Preserve Estates, Phase 3

MBV Project No.: 17-1035

Applicant: Indian River Preserve Estates
1062 Coral Ridge Drive
Coral Springs, FL 33071

Exhibit H

Description: Engineering Opinion of Probable Construction Costs (Tract G Road Improvements within Pod 11 - Phase 3)

Prepared: April 2020

CONSTRUCTION ESTIMATE - TRACT 'G' (Pod 11 - Phase 3)				
ITEM	QUANTITY	UNIT	UNIT COST	COST
I. GENERAL				
MAINTENANCE OF TRAFFIC	1	LS	\$ 7,500.00	\$ 7,500.00
GENERAL TOTAL				\$ 7,500.00
II. SITE PREP & EARTHWORK				
MOBILIZATION	1	LS	\$ 25,000.00	\$ 25,000.00
CUT / FILL	3,100	CY	\$ 12.00	\$ 37,200.00
CLEARING & GRUBBING	2.00	AC	\$ 1,150.00	\$ 2,300.00
ROUGH GRADE	9,780	SY	\$ 1.00	\$ 9,780.00
PROOF ROLE	9,780	SY	\$ 2.00	\$ 19,560.00
FINE GRADE	9,780	SY	\$ 2.00	\$ 19,560.00
SWALE SOD	5,475	SY	\$ 4.75	\$ 26,006.25
SITE PREP & EARTHWORK TOTAL				\$ 139,406.25
III. EROSION CONTROL & DEMOLITION				
STAKED SILT FENCE	3,520	LF	\$ 2.25	\$ 7,920.00
INLET PROTECTION	5	EA	\$ 178.50	\$ 892.50
EROSION CONTROL & DEMOLITION TOTAL				\$ 8,812.50
IV. PAVEMENT, CURB, & CONCRETE WORK				
TYPE S-1 ASPHALT 1.5"	4799	SY	\$ 12.25	\$ 58,787.75
8" LIMEROCK	4799	SY	\$ 13.10	\$ 62,866.90
8" STABILIZED SUBGRADE	5183	SY	\$ 7.00	\$ 36,280.44
5' WIDE SIDEWALK	6814	SF	\$ 4.75	\$ 32,366.50
6" SUBGRADE	8177	SF	\$ 2.60	\$ 21,260.20
MIAMI CURB	3518	LF	\$ 13.75	\$ 48,372.50
DETECTABLE WARNINGS	6	EA	\$ 350.00	\$ 2,100.00
SIGNAGE & STRIPING	1	LS	\$ 3,500.00	\$ 3,500.00
PAVEMENT & CURB TOTAL				\$ 265,534.29
V. STORM DRAINAGE				
18" HDPE	384	LF	\$ 37.00	\$ 14,208.00
30" HDPE	93	LF	\$ 52.00	\$ 4,836.00
TYPE V INLET	7	EA	\$ 3,750.00	\$ 26,250.00
TYPE 7 MANHOLE	1	EA	\$ 5,300.00	\$ 5,300.00
STORM DRAINAGE TOTAL				\$ 50,594.00
ESTIMATED PROJECT COSTS				\$ 471,847.04

CERTIFIED BY:

BRUCE MOIA, P.E. #47529
MBV ENGINEERING, INC.

April 07, 2020
DATE

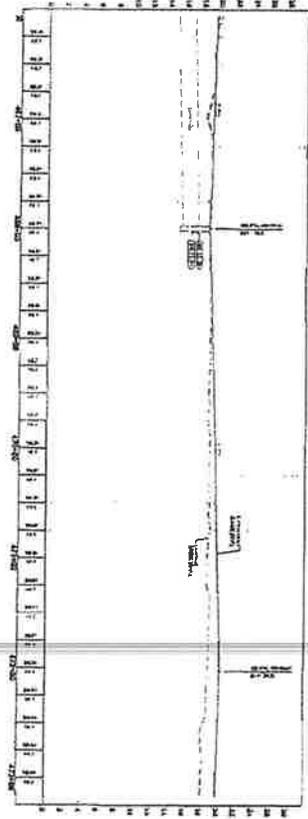
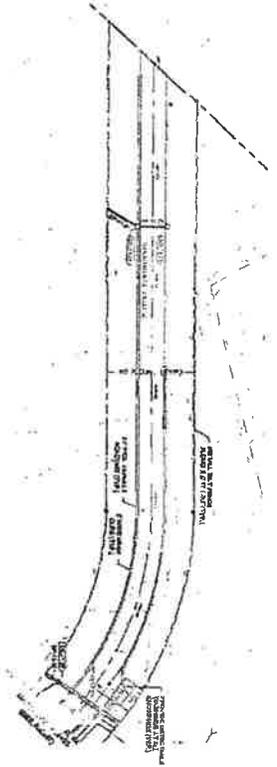
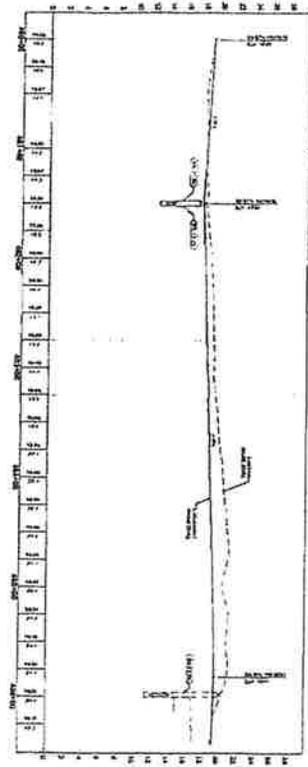
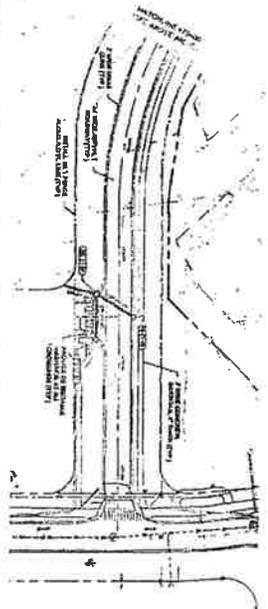
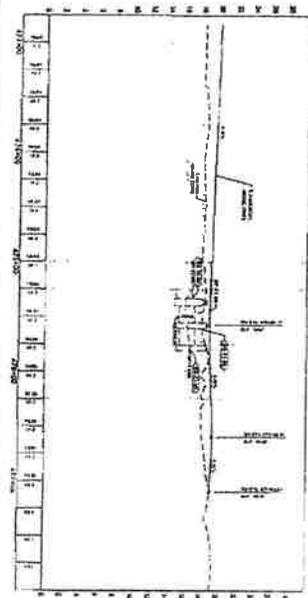
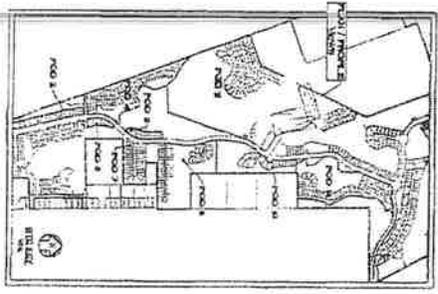


Exhibit H

STATION		ELEVATION		SLOPE	
STATION	ELEVATION	STATION	ELEVATION	PERCENT	FOOT/CENT
0+00	10.00	0+00	10.00	0.00	0.00
0+10	10.00	0+10	10.00	0.00	0.00
0+20	10.00	0+20	10.00	0.00	0.00
0+30	10.00	0+30	10.00	0.00	0.00
0+40	10.00	0+40	10.00	0.00	0.00
0+50	10.00	0+50	10.00	0.00	0.00
0+60	10.00	0+60	10.00	0.00	0.00
0+70	10.00	0+70	10.00	0.00	0.00
0+80	10.00	0+80	10.00	0.00	0.00
0+90	10.00	0+90	10.00	0.00	0.00
0+100	10.00	0+100	10.00	0.00	0.00

STATION		ELEVATION		SLOPE	
STATION	ELEVATION	STATION	ELEVATION	PERCENT	FOOT/CENT
0+00	10.00	0+00	10.00	0.00	0.00
0+10	10.00	0+10	10.00	0.00	0.00
0+20	10.00	0+20	10.00	0.00	0.00
0+30	10.00	0+30	10.00	0.00	0.00
0+40	10.00	0+40	10.00	0.00	0.00
0+50	10.00	0+50	10.00	0.00	0.00
0+60	10.00	0+60	10.00	0.00	0.00
0+70	10.00	0+70	10.00	0.00	0.00
0+80	10.00	0+80	10.00	0.00	0.00
0+90	10.00	0+90	10.00	0.00	0.00
0+100	10.00	0+100	10.00	0.00	0.00



EXH-1



INDIAN RIVER PRESERVE
 PHASE 3
 (MOOS 8, 16, 11, & 14)

WASTEWATER TREATMENT PLANT
 ACCESS ROAD PROFILE
 (WEST MOST PORTION OF TRACT G)

MBV
ENGINEERING, INC.
 FOR ENGINEERING & SURVEYING
 CIVIL & SURVEYING ENGINEERS
 1000 W. US HWY 1, SUITE 100
 PALM BEACH, FL 33411
 PHONE: (561) 833-1111
 FAX: (561) 833-1112
 WWW: WWW.MBV-ENGINEERING.COM

JOB NO.	PH-021
DATE	10/10/08
PROJECT	INDIAN RIVER PRESERVE
DRAWN BY	MBV
CHECKED BY	MBV
SCALE	AS SHOWN

NO.	REVISIONS	DATE

EXCLUSIVE WELL SITE EASEMENT

THIS INDENTURE, made this 8 day of May, 2020,
between Indian River Preserve Estates Corp., a Foreign Profit Corporation, whose
address is 7 Corporate Plaza, Newport Beach, CA 92660, as the first party, and
Brevard County, Florida, a political subdivision of the State of Florida, whose
address is 2725 Judge Fran Jamieson Way, Viera, FL 32940, as the second party,
for the use and benefit of Brevard County, Florida.

WITNESSETH:

That the first party, in consideration of One (\$1.00) Dollar and other valuable
considerations paid, the receipt of which is hereby acknowledged, hereby grants
unto the second party, its successors and assigns, an exclusive easement
commencing on the above date, for the purposes of constructing, reconstructing,
maintaining or reconfiguring a public water supply well and pipeline and other
allied uses pertaining thereto, over, under, upon, above and through the
following lands:

The land affected by the granting of this easement is located in Section 12,
Township 21 South, Range 34 East, Brevard County, Florida, and is more
particularly described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS "EXHBIT A"

Including the right of ingress and egress onto the easement area as may be
necessary for full use and enjoyment by Grantee of its easement. Grantor(s) shall
have full use and enjoyment of the easement area but shall not make any
improvements within the easement area which will conflict or interfere with the
easement granted herein.

This Easement, and the rights and interest created herein, runs with the land and
shall be binding upon and inuring to the benefit of the parties hereto and their
respective successors and assigns.

TO HAVE AND TO HOLD said easement unto the Brevard County, Florida and to
its successors and assigns.

The first party does hereby covenant with the second party that it is lawfully seized and possessed on the lands above described and that it has a good and lawful right to convey it or any part thereof.

IN WITNESS WHEREOF, the first party, Indian River Preserve Estates Corp., does hereby set its hand and seal this, the day and year first above written.

Signed, sealed, and delivered in the presence of:

[Signature]

Witness.

Julie Ault

Print Name

[Signature]

Witness

DALE M. LYON

Print Name

INDIAN RIVER PRESERVE ESTATES
CORP., a Foreign Profit Corporation

BY:

[Signature]

Igor Olenicoff, President/Director

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this _____ day of _____, 2020, by Igor Olenicoff as President/Director for Indian River Preserve Estates Corp., a Foreign Profit Corporation. Is personally known or produced _____ as identification.

Notary Signature

(SEAL)

Agenda Item # H.2.
Board Meeting Date 5/19/2020

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

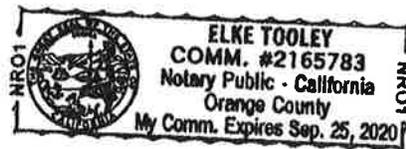
On May 8, 2020 before me, Elke Tooley, Notary Public
(insert name and title of the officer)

personally appeared Igor Olenicoff
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



LEGAL DESCRIPTION PARCEL 803

PARENT PARCEL ID#: 21-34-12-TA-J
PURPOSE: WELL SITE EASEMENT

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT ALL SHEETS 1 - 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION

A PORTION OF LANDS LYING IN TRACT G AND TRACT J, WALKABOUT P.U.D., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 49, PAGE 27, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT A03, NEW SOUTH WALES AND LORRIKEET AT WALKABOUT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 55, PAGE 18, OF THE SAID PUBLIC RECORDS OF BREVARD COUNTY; THENCE N05°35'50"E ALONG THE EAST LINE OF SAID TRACT J, A DISTANCE OF 13.04 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF TRACT K, SAID WALKABOUT P.U.D., ALSO BEING A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 540.00 FEET, A CENTRAL ANGLE OF 7°22'40" AND A CHORD BEARING OF N09°17'10"E WITH A CHORD LENGTH OF 69.49 FEET, THENCE DEPARTING SAID EAST LINE OF TRACT J NORTHEASTERLY ALONG SAID WEST LINE OF TRACT K AND SAID CURVE FOR AN ARC DISTANCE OF 69.53 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE N77°24'09"W A DISTANCE OF 110.03 FEET; THENCE N12°35'51"E A DISTANCE OF 45.00 FEET; THENCE S77°24'09"E A DISTANCE OF 112.21 FEET TO THE SAID WEST LINE OF TRACT K, BEING ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 540.00 FEET, A CENTRAL ANGLE OF 4°46'54" AND A CHORD BEARING S15°21'57"W WITH A CHORD LENGTH OF 45.05 FEET, THENCE SOUTHEASTERLY ALONG SAID WEST LINE AND CURVE FOR AN ARC DISTANCE OF 45.07 FEET TO THE POINT OF BEGINNING. CONTAINING 0.11 ACRES OF LAND MORE OR LESS.

SURVEYORS NOTES:

- 1.) BEARINGS BASED ON THE ASSUMPTION THAT THE EAST LINE OF TRACT A03 BEARS N05°35'50"E PER QUANTUM PLACE AT WALKABOUT (POD 9), PLAT BOOK 55 PAGES 18.
- 2.) THIS SKETCH IS NOT A SURVEY, ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREON.

LISTED EXCEPTIONS PER : COMMONWEALTH LAND TITLE INSURANCE COMPANY OWNERSHIP & ENCUMBRANCE REPORT ORDER NUMBER 8386350

- A. PLAT OF WALKABOUT P.U.D., RECORDED IN PLAT BOOK 49, PAGE 27, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
NO EASEMENTS EFFECT SAID PROPERTY.
- B. NON-EXCLUSIVE INGRESS/EGRESS EASEMENT AND NON-EXCLUSIVE PIPELINE EASEMENT TO COUNTY WELL SITE BETWEEN NORTH BREVARD DEVELOPMENT CORPORATION AND BREVARD COUNTY RECORDED JANUARY 4, 1999 IN OFFICIAL RECORDS BOOK 3947, PAGE 3259 AND AS PARTIALLY VACATED BY RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 5453, PAGE 3180 AND OFFICIAL RECORDS BOOK 5453, PAGE 3239.
SHOWN HEREON/TO BE VACATED.
- C. EXCLUSIVE WELL SITE EASEMENT BETWEEN NORTH BREVARD DEVELOPMENT CORPORATION AND BREVARD COUNTY RECORDED JANUARY 4, 1999 IN OFFICIAL RECORDS BOOK 3947, PAGE 3271.
SHOWN HEREON/TO BE VACATED.
- D. DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR WALKABOUT GOLF AND COUNTRY CLUB, AND RECORDED IN OFFICIAL RECORDS BOOK 5404, PAGE 3641, TOGETHER WITH AMENDMENT(S), AS RECORDED IN OFFICIAL RECORDS BOOK 5522, PAGE 7854 AND OFFICIAL RECORDS BOOK 8399, PAGE 1187, AND AS ASSIGNED IN OFFICIAL RECORDS BOOK 6823, PAGE 2540, AND ANY SUBSEQUENT AMENDMENTS THERETO.
SHOWN HEREON-NO EFFECT TO SAID PROPERTY.
- E. EASEMENT GRANTED TO BELLSOUTH TELECOMMUNICATIONS, LLC, A GEORGIA LIMITED LIABILITY COMPANY, D/B/A AT&T SOUTHEAST, RECORDED IN OFFICIAL RECORDS BOOK 8304, PAGE 1690.
BLANKET EASEMENT OVER WALKABOUT PUD PLATTED ROADS AND EASEMENTS AND NO EFFECT TO SAID PROPERTY.

PREPARED FOR AND CERTIFIED TO:
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY:
INDIAN RIVER SURVEY, INC.
PROFESSIONAL SURVEYING AND MAPPING

PROJECT NO. IRS-17-190

REVISIONS

4/30/20

EXCEPTIONS ADDED

DRAWN BY: T.B.
DATE: APRIL 14, 2020

CHECKED BY: S.C.
SHEET: 1 OF 2

SECTION: 12
TOWNSHIP: 21 SOUTH
RANGE: 34 EAST

