



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Public Hearing

H.5.

5/19/2020

Subject:

Approval, Re: Permanent Access and Utility Easements (2), Resolution and County Deed Associated with the Development Agreement for Indian River Preserve Estates Corp. - District 1

Fiscal Impact:

None

Dept/Office:

Public Works Department / Land Acquisition / Utility Services Department

Requested Action:

It is requested that the Board of County Commissioners: 1) approve and accept the two Permanent Access and Utility Easements; and 2) adopt and authorize the Chair to execute the Resolution and County Deed.

Summary Explanation and Background:

The subject property is located in Section 12, Township 21 South, Range 34 East, east of Interstate 95, Mims.

The Board of County Commissioners, in regular session on May 5, 2020, conducted a public hearing in accordance with Section 163.03220, et. seg., Florida Statutes and Section 62-605 of Brevard County Code to consider entering into a Developer's Agreement with Indian River Preserve Estates Corp. relating to the development of Tract G, Indian River Preserve. If the Agreement presented to the Board in the previous agenda item on this meeting date is entered into and executed by the Chair, then the two Permanent Access and Utility Easements, Resolution, and County Deed are required as part of the approved and executed Developer's Agreement.

This acquisition follows the policies and procedures as set forth in Administrative Order 37.

Clerk to the Board Instructions:

Upon execution by the Chair, please contact Public Works Department (321-617-7202) to make delivery arrangements for the two original executed Permanent Access and Utility Easements with attached exhibits, the original executed Well Site Easement with attached exhibit, the original executed Resolution with attached exhibit, and the original executed County Deed with attached exhibit.

BOARD OF COUNTY COMMISSIONERS

AGENDA REVIEW SHEET

AGENDA: Permanent Access and Utility Easements (2), Resolution and County Deed Associated with the Development Agreement for Indian River Preserve Estates Corp. (May 5, 2020 Board Meeting) – District 1

AGENCY: Public Works Department / Land Acquisition / Utility Services Department

AGENCY CONTACT: Lucy Hamelers, Land Acquisition Supervisor

CONTACT PHONE: 321-350-8336 or Ext. 58336

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor	<u>PH</u>	<u> </u>	<u>5-12-2020</u>
COUNTY ATTORNEY Jad Brewer Assistant County Attorney	<u>JMB</u>	<u> </u>	<u>5/12/2020</u>

AGENDA DUE DATE: May 12, 2020 for the May 19, 2020 Board meeting



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: Corrina Gumm, Interim Public Works Director

RE: Item H.5, Approval of Permanent Access and Utility Easements (2), Resolution and County Deed Associated with the Development Agreement for Indian River Preserve Estates Corp.

The Board of County Commissioners, in regular session on May 19, 2020, approved and accepted the two Permanent Access and Utility Easements; adopted Resolution No. 20-055; and authorized the Chair to execute the Resolution and County Deed. Enclosed are fully-executed copies of the two Permanent Access and Utility Easements, County Deed and Resolution.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Kimberly Powell
Kimberly Powell, Deputy Clerk

/cw

Encls. (4)

cc: Land Acquisition
Utility Services Department

PERMANENT ACCESS AND UTILITY EASEMENT

THIS EASEMENT is given this 19 day of MAY, 2020, by Indian River Preserve Estates Corp., a Foreign Profit Corporation ("Grantor"), whose mailing address is 7 Corporate Plaza, Newport Beach, CA., 92660, to Brevard County, Florida, a political subdivision of the State of Florida ("Grantee"), whose address is 2725 Judge Fran Jamieson Way, Viera, FL., 32940. 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.

Acknowledgement of Use. Grantee acknowledges Grantor's use of the Easement will involve trucks and other heavy machinery necessary to operate a WWTP. Grantee, its successors and

assigns, hereby waive any claims of nuisance or claims involving damage to pavement from routine use by Grantor's trucks and machinery.

IN WITNESS WHEREOF Indian River Preserve Estates Corp., ("Grantor") has hereunto set its authorized hand this 8 day of May, 2020.



Witness

Julie Ault
Print Name



Witness

Daryl M. Lyon
Print Name

Indian River Preserve Estates Corp.,
a Foreign Profit Corporation

BY: 

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. Is personally known or 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: 19 day of MAY, 2020.


ATTEST:



Scott Ellis, Clerk of the Board

GRANTEE:

BREVARD COUNTY, FLORIDA


Bryan Lober, Chair

Agenda Item # H. 5.
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

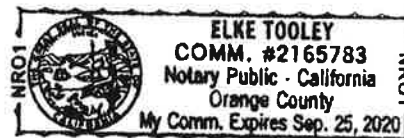
On May 8, 2020 before me, Elke Tooley, Notary Public
(insert name and title of the officer)

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 *Elke Tooley* (Seal)



LEGAL DESCRIPTION PARCEL 801

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

EXHIBIT "A"

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 POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 682.00 FEET, A CENTRAL ANGLE OF 16°16'20" AND A CHORD BEARING S74°37'04"E, WITH A CHORD LENGTH OF 193.04'; 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" AND A CHORD BEARING N63°19'56"W WITH A CHORD LENGTH OF 91.80', 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", A RADIAL BEARING OF N39°49'09"E AND A CHORD BEARING S58°19'52"E WITH A CHORD LENGTH OF 259.56'; 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


PROJECT NO. IRS-17-190

DRAWN BY: T.B.
DATE: FEBRUARY 10, 2020

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

REVISIONS

2/25/20	BC EMAIL 2/21/20
3/31/20	BC EMAIL 3/25/20
4/1/20	BC EMAIL 4/1/20
4/15/20	Em... Certified Copy


4/16/2020
PROFESSIONAL SURVEYOR AND MAPPER
STEVE CARTECHINE FLORIDA CERTIFICATE NO. 4895
CERTIFICATE OF AUTHORIZATION #LB 7545
NOT VALID UNLESS SIGNED AND SEALED

SECTION: 12
TOWNSHIP: 21 SOUTH
RANGE: 34 EAST

SKETCH OF DESCRIPTION PARCEL 801

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

EXHIBIT "A"

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'

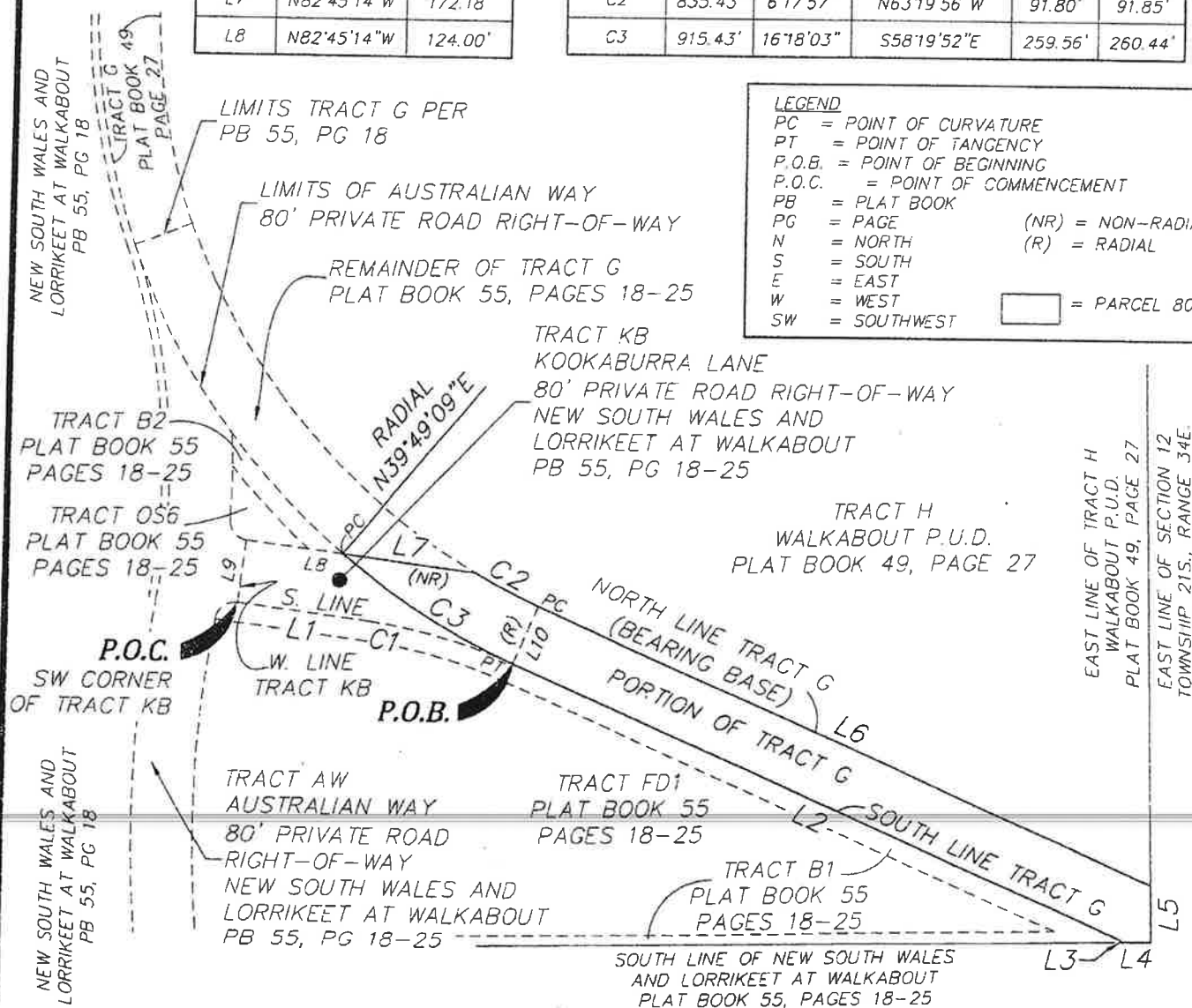
LINE TABLE		
LINE #	BEARING	DISTANCE
L9	S07°19'35"W	80.00'
L10	N23°31'06"E	80.00'

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

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

□ = PARCEL 801



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

LAND ACQUISITION

MAY 11 2020

RECEIVED

PERMANENT ACCESS AND UTILITY EASEMENT

THIS EASEMENT is given this 19 day of MAY, 2020, by Indian River Preserve Estates Corp., a Foreign Profit Corporation ("Grantor"), whose mailing address is 7 Corporate Plaza, Newport Beach, CA., 92660, to Brevard County, Florida, a political subdivision of the State of Florida ("Grantee"), whose address is 2725 Judge Fran Jamieson Way, Viera, FL., 32940. 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.

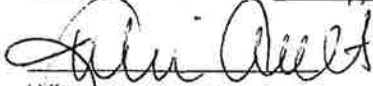
Indemnification. Grantor agrees that it will indemnify and save harmless Grantee from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the Grantor's use, occupation, management or control of the Access Easement 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.

Acknowledgement of Use. Grantee acknowledges Grantor's use of the Easement will involve trucks and other heavy machinery necessary to operate a WWTP. Grantee, its successors and

assigns, hereby waive any claims of nuisance or claims involving damage to pavement from routine use by Grantor's trucks and machinery.

IN WITNESS WHEREOF Indian River Preserve Estates Corp., ("Grantor") has hereunto set its authorized hand this 8 day of May, 2020.



Witness

Julie Ault

Print Name



Witness

Duff M. Lyon

Print Name

Indian River Preserve Estates Corp.,
a Foreign Profit Corporation

BY: 

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. Is personally known or 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: 19 day of MAY, 2020.

ATTEST:



Scott Ellis, Clerk of the Board

GRANTEE:

BREVARD COUNTY, FLORIDA



Bryan Lober, Chair

Agenda Item # H.5.

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

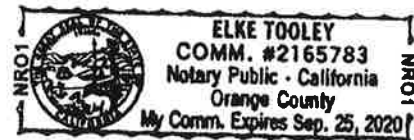
On May 8, 2020 before me, Elke Tooley, Notary Public
(insert name and title of the officer)

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 *Elke Tooley* (Seal)



LEGAL DESCRIPTION PARCEL 802

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

EXHIBIT "A"

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 BOOK 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 EXHIBIT A IN OFFICIAL RECORDS BOOK 2516, PAGE 1491 (ORDER OF TAKING-WASTEWATER TREATMENT FACILITY) AND THE SOUTH LINE 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" AND A CHORD BEARING S59°17'58"E WITH A CHORD LENGTH OF 460.33', THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 519.17 FEET TO THE POINT 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" AND A CHORD BEARING S34°09'15"E WITH A CHORD LENGTH OF 267.24', 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", RADIAL BEARING OF S61°13'20"W AND A CHORD BEARING S27°35'12"E WITH A CHORD LENGTH OF 31.95, 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" AND A CHORD BEARING N34°09'15"W WITH A CHORD LENGTH OF 329.61', 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" AND A CHORD BEARING N59°17'58"W WITH A CHORD LENGTH OF 341.27', 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

PROJECT NO. IRS-17-190


REVISIONS

DRAWN BY: T.B.
DATE: FEBRUARY 10, 2020

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

2/25/20 BC EMAIL 2/21/20
03/31/20 BC EMAIL 3/25/20
4/1/20 BC EMAIL 4/1/20
4/15/20 Email Certified Copy

SECTION: 12
TOWNSHIP: 21 SOUTH
RANGE: 34 EAST


4/16/2020
PROFESSIONAL SURVEYOR AND MAPPER
STEVE CARTECHINE FLORIDA CERTIFICATE NO. 4895
CERTIFICATE OF AUTHORIZATION #LB 7545
NOT VALID UNLESS SIGNED AND SEALED

Prepared by and return to:
Office of the County Attorney
2725 Judge Fran Jamieson Way, Building C
Viera, Florida 32940

COUNTY DEED
(STATUTORY FORM - SECTION 125.411, F.S.)

THIS INDENTURE, made this 19 day of May, 2020, between Brevard County, Florida, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and Indian River Preserve Estates Corp., a Foreign Profit Corporation, address is 7 Corporate Plaza, Newport Beach, CA., 92660, party of the second part,

(Whenever used herein the terms "party of the first part" and "party of the second part" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Party of the first part" and "party of the second part" are used for singular and plural, as the context requires and the use of any gender shall include all genders)

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten Dollars, to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land situate, lying and being in Brevard County, Florida to wit:

See Exhibit "A" attached hereto and by reference made a part hereof, together with all riparian and littoral rights appertaining thereto, and all interests in subsurface oil, gas, and minerals pursuant to 270.11(3), F.S.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid.

ATTEST:



Scott Ellis

(As approved by the Board 5/19/2020)

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



By: Bryan Lober
Bryan Lober, Chair

LEGAL DESCRIPTION PARCEL 101

PARENT PARCEL ID#: NOT ASSIGNED
PURPOSE: TRANSFER FEE SIMPLE OWNERSHIP

EXHIBIT "A" SHEET 1 OF 2

NOT VALID WITHOUT ALL SHEETS 1 - 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

PARCEL 101

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

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 S66°28'54"E PER NEW SOUTH WALES AND LORRIKEET AT WALKABOUT, PLAT BOOK 55 PAGES 18-25.

LINE TABLE			LINE TABLE		
LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
L1	N25°25'08"E	109.04'	L10	N05°35'50"E	424.67'
L2	N72°36'50"E	373.79'	L11	S11°12'46"E	154.49'
L3	S11°12'46"E	154.49'	L12	N72°36'50"E	447.87'
L4	S05°35'50"W	424.67'	L13	N17°23'10"W	80.00'
L5	S66°28'54"E	867.28'	L14	N78°47'15"E	80.00'
L6	S00°57'18"E	72.51'	L15	S61°13'20"W	80.00'
L7	S88°47'52"W	40.00'	L16	S84°24'10"E	80.00'
L8	N00°57'18"W	2.99'	L17	S70°05'27"W	80.00'
L9	N66°28'54"W	859.75'	L18	S23°31'06"W	80.00'

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'

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

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

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

REVISIONS

3/31/20	BC EMAIL 3/25/20
4/1/20	BC EMAIL 4/1/20
4/15/20	Email Certified Copy


4/16/2020
PROFESSIONAL SURVEYOR AND MAPPER
STEVE CARTECHINE FLORIDA CERTIFICATE NO. 4895
CERTIFICATE OF AUTHORIZATION #LB 7545
NOT VALID UNLESS SIGNED AND SEALED

SECTION: 12
TOWNSHIP: 21 SOUTH
RANGE: 34 EAST

513

RESOLUTION NO. 2020- 055

A RESOLUTION PURSUANT TO SECTION 125.35, FLORIDA
STATUTES, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY
INTEREST BY BREVARD COUNTY.

WHEREAS, Brevard County, Florida, is the legal owner of certain real property (hereinafter the "Property") known as Tract G as recorded in Plat Book 49, Page 27, more particularly described in attached Exhibit "A"; and

WHEREAS, the Property is located in Indian River Preserve PUD, formerly known as Walk About PUD, Mims; and

WHEREAS, the Property was acquired by the County under condemnation more than ten years ago for access to a Utility Services Department waste water treatment plant; and

WHEREAS, Indian River Preserve Estates Corp (hereinafter the "Developer") desires to complete development of Indian River Preserve; and

WHEREAS, the Developer has requested to take ownership and maintenance of the Property and have executed a Development Agreement for Indian River Preserve Estates Corp; and

WHEREAS, the Developer has agreed to grant a permanent Access and Utility Easement to the County for the purposes of: (a) vehicular and pedestrian ingress and egress, (b) constructing, reconstructing, reconfiguring, maintaining, repairing, installing and operating a sanitary sewer, water, raw water, and re-use water system, and (c) to ensure the County has the right of continuous access to the entrance of the waste water treatment plant from State Road 46, Mims; and

WHEREAS, the Developer has agreed, at Developer's sole expense, to cause the Access and Utility Easement to be paved and maintained up to the entrance of the waste water treatment plant under the terms of the Development Agreement; and

WHEREAS, upon construction of paved access to the waste water treatment plant and granting of easements to the County, the Property no longer needs to be owned in fee simple by the County; and

WHEREAS, notice of this exchange was properly advertised as required by Section 125.37, Florida Statutes

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Brevard County, Florida, that:

1. The foregoing recitals are incorporated herein and adopted as part of this resolution.
2. The County hereby agrees to convey to Developer, the real property described in Exhibit "A" by County Deed in exchange for the easements, paving, maintenance, and other commitments described in the Developers Agreement

This resolution shall take effect immediately and the County Attorney is directed to prepare the necessary instruments. However, the conveyance of real property and any interests therein shall not occur prior to the satisfaction of all conditions pursuant to the Developers Agreement for Indian River Preserve Estates Corp. executed between the parties on ____ ____, 2020. The Chair is hereby authorized to execute any agreements or conveyance documents necessary to effectuate the exchange.

This Resolution is **PASSED AND ADOPTED** in Regular Session, this ____ day of ____, 2020.

ATTEST:



Scott Ellis, Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Bryan Lober, Chair

LEGAL DESCRIPTION PARCEL 101

PARENT PARCEL ID#: NOT ASSIGNED
PURPOSE: TRANSFER FEE SIMPLE OWNERSHIP

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT ALL SHEETS 1 - 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

PARCEL 101

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CONTAINING 7.92 ACRES OF LAND
MORE OR LESS

SURVEYORS NOTES:

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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

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

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

REVISIONS

3/31/20	BC EMAIL 3/25/20
4/1/20	BC EMAIL 4/1/20
4/15/20	Email Certified Copy

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

4/16/2020

SECTION: 12
TOWNSHIP: 21 SOUTH
RANGE: 34 EAST

SKETCH OF DESCRIPTION PARCEL 101

PARENT PARCEL ID#: NOT ASSIGNED
PURPOSE: TRANSFER FEE SIMPLE OWNERSHIP

EXHIBIT "A"

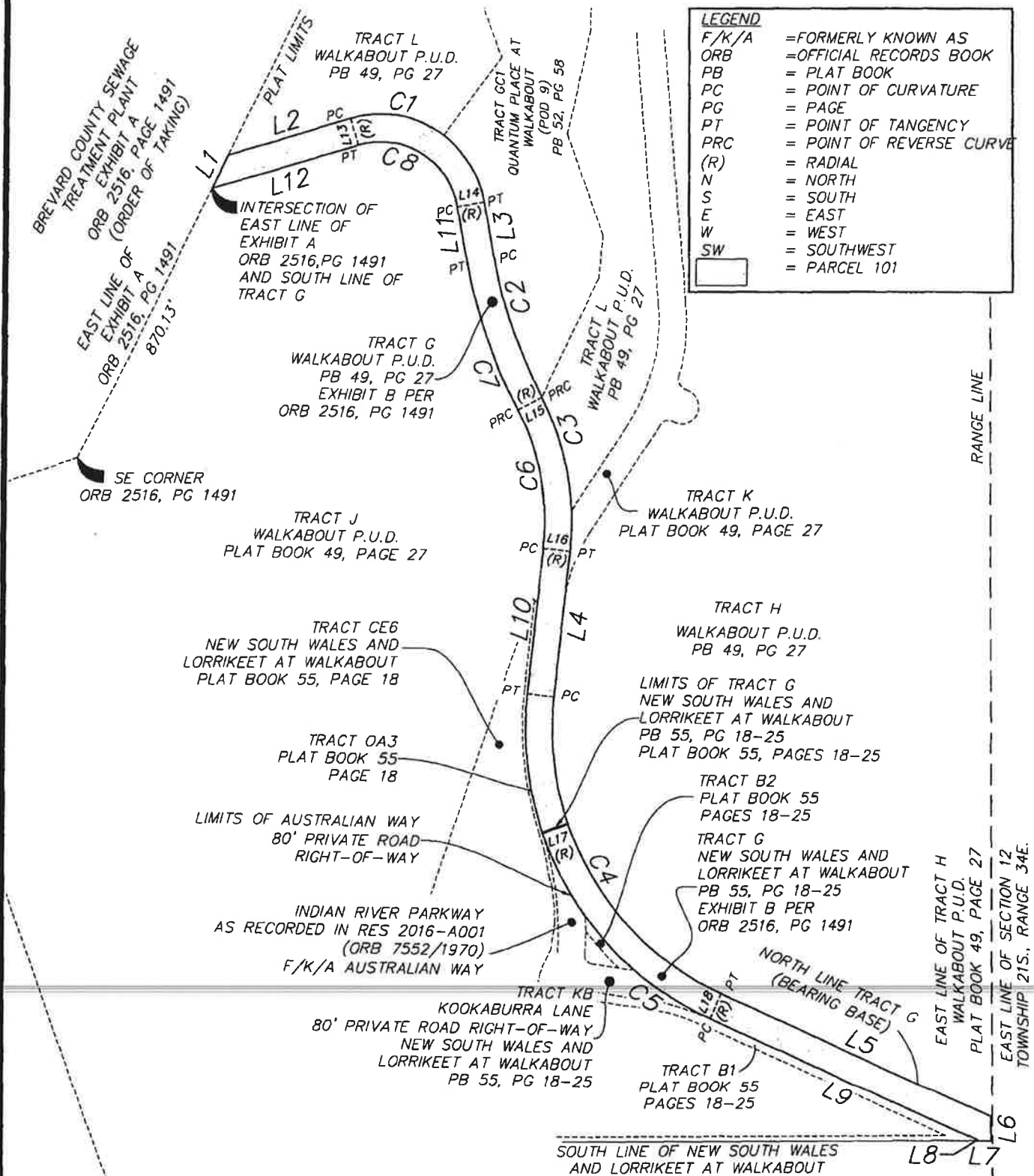
SHEET 2 OF 2

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
PC	= POINT OF CURVATURE
PG	= PAGE
PT	= POINT OF TANGENCY
PRC	= POINT OF REVERSE CURVE
(R)	= RADIAL
N	= NORTH
S	= SOUTH
E	= EAST
W	= WEST
SW	= SOUTHWEST
	= PARCEL 101



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

LOCATION MAP

Section 12, Township 21 South, Range 34 East District: 1

PROPERTY LOCATION:

OWNERS NAME: Indian River Preserve Estates Corp.

