

This Amendment was prepared by:
Jay Sircy
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
Action No. 45438

ATE2
[8.1 +/- acres]

**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA**

AMENDMENT ONE TO EASEMENT NUMBER 32851

THIS EASEMENT AMENDMENT is entered into this ____ day of _____, 20 ____, by and between the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, hereinafter referred to as “GRANTOR” and **INDIAN RIVER COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as “GRANTEE”;

WITNESSETH

WHEREAS, GRANTOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on October 28, 2015, GRANTOR granted Easement Number 32851 to GRANTEE for the construction and maintenance of a segment of the Trans-Central Florida Railroad Trail; and

WHEREAS, GRANTOR and GRANTEE desire to amend Easement Number 32851 to replace paragraph 21 of Easement Number 32851 and add land to the Easement Area.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The first recital of Easement Number 32851, which reads as follows:

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by the **STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS (“DRP”)** under Lease Number 4118 (also referred to as “managing agency”); and

is hereby revised, replaced, and superseded in its entirety by the following:

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by the **STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS** (“DRP” or “managing agency”) under Lease Number 4118 and Lease Number 4397; and

2. Paragraph 21. of Easement 32851, is hereby revised, replaced, and superseded in its entirety by the following:

21. SPECIAL CONDITIONS: The following special conditions apply to this easement:

A. GRANTEE will design the Easement Area and all appurtenant infrastructure to the standards of the managing agency. All construction design plans will be reviewed and approved in writing by the managing agency prior to the commencement of any construction activities. All construction will comply with the Americans with Disabilities Act ("ADA") and will be in accordance with State of Florida Department of Transportation's most recent and relevant guidelines for multi-use trails and with the most recent version of Federal Highway Administration's Manual on Uniform Traffic Control Devices.

B. GRANTEE will design and construct the Easement Area to retain natural hydrologic connections between surrounding wetlands severed by the construction of the railroad berm. These efforts may be by construction of multiple culverts or by low-water crossings filled with ballast, both methods designed to be suitable for use by firefighting equipment.

C. GRANTEE acknowledges that prescribed burning is a land management practice used by managing agency to manage natural resources and that prescribed burning may result in fire or smoke within the Easement Area. The managing agency will notify the GRANTEE prior to any prescribed fire activity in the Easement Area and will limit all temporary closures to the minimum duration possible to assure public safety.

D. GRANTEE will design and construct the Easement Area to be fully functional as a fire line that can be traversed by heavy firefighting equipment without damaging the Easement Area surface and will ensure that all improvements are designed, constructed, operated and maintained in a manner compatible with prescribed burning practices.

E. GRANTEE agrees to cooperate fully with the managing agency to ensure that the maintenance and use of the trail does not prevent or adversely affect the managing agency's ability to conduct prescribed burns. This includes, but may not be limited to, all measures necessary to maximize safety such as assisting with posting and maintaining of smoke signage, complying with and assisting with traffic control and assisting with possible temporary closure of the Easement Area to pedestrian and vehicular traffic.

F. GRANTEE will coordinate all construction and maintenance activities with the managing agency, at least seven (7) days in advance. At the discretion of the managing agency, such coordination may require an on-site meeting. The managing agency may be contacted at (772) 340-7530.

G. GRANTEE acknowledges that the managing agency has the authority to temporarily halt any construction or maintenance activities that are unsafe for Easement Area visitors or staff or unacceptably adversely impacting Easement Area resources or facilities. The managing agency will work in earnest to identify and implement a resolution as quickly as possible, so as not to cause unnecessary delays to GRANTEE'S schedule of operation.

H. GRANTEE will pay reasonable maintenance, repair or replacement costs incurred by the managing agency if such costs are mutually determined by the managing agency and GRANTEE to be a result of GRANTEE'S use. Any maintenance, repair or replacement will be done at the sole expense of the GRANTEE to the satisfaction of the managing agency.

I. GRANTEE shall install collapsible type bollards along the Easement Area at each location where a vehicular roadway or driveway crosses the Easement Area. The bollards will exclude motorized vehicles but will be in ADA compliance.

J. Upon completion of construction of the Easement Area, GRANTEE shall be fully responsible for the maintenance of the improvements, such as curb drops, uneven surfaces, gates, and bollards. These items shall be repaired immediately as safety items. Visitors precautions should be taken and signs should be posted until such repairs are completed.

K. Maintenance schedules shall be coordinated with the managing agency for weekly trash pickup and biweekly mowing during growing season.

3. The legal description of the Easement Area set forth in Exhibit "A" of Easement Number 32851 is hereby amended to include the real property described in Exhibit "A" attached hereto, and by reference made a part hereof.

4. GRANTEE, at its own expense, shall record this fully executed Amendment to Easement in its entirety in the public records of the county within which the Easement Area is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded amendment in its entirety which contains the O.R. Book and Pages at which the amendment is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of Easement Number 32851 at the option of the GRANTOR.

5. The terms of this Amendment One to Easement Number 32851 shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. It is understood and agreed by GRANTOR and GRANTEE that in each and every respect the terms and conditions of Easement Number 32851, except as amended, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by GRANTOR and GRANTEE as of the effective date of this Amendment One to Easement Number 32851.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to Easement to be executed on the day and year first above written.

WITNESSES:

**BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA**

(SEAL)

Original Signature

BY: _____
Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund
of the State of Florida

Print/Type Name of Witness

Original Signature

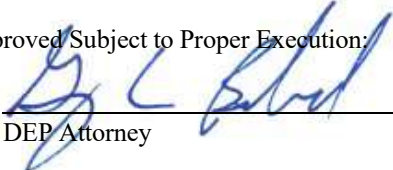
Print/Type Name of Witness

"GRANTOR"

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 20____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

Approved Subject to Proper Execution:

BY:  _____ 09-23-2022
DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No. _____

WITNESSES:

**INDIAN RIVER COUNTY, FLORIDA, a
political subdivision of the State of Florida**

(SEAL)

Original Signature

Print/Type Name of Witness

BY: _____
Peter D. O'Bryan, Chairman

Original Signature

Print/Type Name of Witness

“GRANTEE”

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization
this _____ day of _____, 20____, by Peter D. O'Bryan, as Chairman, for and on behalf of the Board of
County Commissioners of Indian River County, Florida, a political subdivision of the State of Florida, He is personally known to
me or who has produced _____, as identification.

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No. _____

LEGAL DESCRIPTION

A CENTERLINE DESCRIPTION FOR THE PURPOSE OF OBTAINING AN EASEMENT LYING WITHIN THE ABANDONED TRANS FLORIDA RAILROAD RIGHT OF WAY AS DESCRIBED AND GRAPHICALLY SHOWN IN OFFICIAL RECORDS BOOK 208, PAGE 547 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; BEING A STRIP OF LAND 60.00 FEET IN WIDTH LYING IN SECTION 19, TOWNSHIP 31 SOUTH, RANGE 38 EAST, INDIAN RIVER COUNTY, FLORIDA; SAID STRIP LYING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF COUNTY ROAD 512, AS SHOWN ON THE STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP FOR STATE ROAD 512 (NOW COUNTY ROAD 512), AS RECORDED IN PLAT BOOK 10, PAGE 39, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA AND THE EAST LINE OF THE PLAT OF "FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED PART OF TOWNSHIP 31 SOUTH, RANGE 37 EAST IN St. LUCIE COUNTY, STATE OF FLORIDA" AS RECORDED IN PLAT BOOK 2, PAGE 84 OF THE THE PUBLIC RECORDS OF St. LUCIE COUNTY, FLORIDA (SAID LANDS NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA); THENCE RUN N00°29'32"E, ALONG THE SAID EAST LINE, A DISTANCE OF 1,902.05 FEET TO A POINT ON THE CENTERLINE OF THE AFORESAID ABANDONED TRANS FLORIDA RAILROAD RIGHT OF WAY FOR A POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN S87°21'23"E, ALONG SAID CENTERLINE, A DISTANCE OF 5,877.47 FEET TO A POINT ON THE WEST PROPERTY LINE OF THE CITY OF FELLSMERE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2272, PAGE 1028, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; FOR THE POINT OF TERMINATION OF SAID 60.00 FOOT WIDE STRIP.

SAID STRIP BEING BOUNDED ON THE WEST BY THE EAST LINE OF THE AFORESAID FELLSMERE FARMS COMPANY'S SUBDIVISION AND BOUNDED ON THE EAST BY THE AFORESAID CITY OF FELLSMERE PARCEL.

CONTAINING: 8.10 ACRES (352,648 SQUARE FEET) MORE OR LESS.


NOTES

1. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER NAMED HEREON.
2. THIS SKETCH AND DESCRIPTION MEETS OR EXCEEDS ALL APPLICABLE REQUIREMENTS OF THE STANDARDS OF PRACTICE AS ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.
3. THIS SKETCH AND DESCRIPTION AND THE ADJOINING PARCELS MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, AND/OR RESERVATIONS NOT SHOWN, BUT MAY BE FOUND IN THE PUBLIC RECORDS OF INDIAN RIVER COUNTY FLORIDA.
4. THIS SKETCH AND DESCRIPTION DOES NOT REPRESENT A FIELD SURVEY. EXISTING PROPERTY CONDITIONS OR FEATURES ARE NOT SHOWN HEREON.
5. THE BEARINGS SHOWN HEREON ARE BASED UPON THE 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT AND PROJECTED IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE; DERIVING A GRID BEARING OF S87°21'23"E, ALONG THE CENTERLINE OF THE ABANDONED TRANS FLORIDA RAILROAD RIGHT OF WAY AS SHOWN HEREON.
6. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF A TOPOGRAPHIC SURVEY ENTITLED "TRANS FLORIDA RAILWAY TRAIL (FELLSMERE FARMS SUBDIVISION TO INTERSTATE 95)"; PREPARED BY INDIAN RIVER COUNTY PERSONNEL ON THE DATE OF FEBRUARY 14, 2022 AND LAST REVISED ON MAY 20, 2022.

LEGEND & ABBREVIATIONS

C.R. = COUNTY ROAD
 C/L = CENTER LINE
 E = EAST
 ESMT = EASEMENT
 F.P.&L. = FLORIDA POWER AND LIGHT
 N = NORTH
 No. = NUMBER
 O.R.B. = OFFICIAL RECORDS BOOK

P.B. = PLAT BOOK
 P.B.S. = ST. LUCIE COUNTY PLAT BOOK
 PG. = PAGE
 P.I.D. = PARCEL IDENTIFICATION PER PROPERTY APPRAISER
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 P.O.T. = POINT OF TERMINATION
 P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER

S.J.R.W.M.D. = ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
 T.I.T.F. = BOARD OF THE TRUSTEES OF THE INTERVAL IMPROVEMENT TRUST FUND FOR THE STATE OF FLORIDA
 W = WEST
 +/- = APPROXIMATE
 ↔ = INDICATES JOINT OWNERSHIP
 = LIMITS OF PROPOSED EASEMENT

CERTIFICATION

SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

 DAVID M. SILON P.S.M.
 FLORIDA REGISTRATION No. 6139
 INDIAN RIVER ASSISTANT COUNTY SURVEYOR

DATE: 6/3/2022
 BSM: Henry Kus

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
 PREPARED FOR INDIAN RIVER COUNTY ENGINEERING DEPARTMENT

INDIAN RIVER COUNTY ADMINISTRATION BUILDING
 1801 27th STREET
 VERO BEACH, FL 32960
 (772) 567-8000

INDIAN RIVER COUNTY
 Department of Public Works
 Engineering Division

DRAWN BY: D. SILON
 APPROVED BY: D. SCHRYVER

SECTION 19
 TOWNSHIP 31S
 RANGE 38E

SKETCH AND DESCRIPTION
 for PROPOSED EASEMENT

SHEET 1
 OF 3

DATE: June 7, 2022

THIS IS NOT A BOUNDARY SURVEY
 NOT COMPLETE WITHOUT SHEETS 1-3 AS CREATED

FELLSMERE FARMS COMPANY SUBDIVISION,
 UNSURVEYED PART OF
 TOWNSHIP 31 SOUTH, RANGE 37 EAST
 IN ST. LUCIE COUNTY, FLORIDA
 PER P.B.S. 2, PG 84
 TRACT 1448
 FELLSMERE JOINT VENTURE
 P.I.D. No. 31-37-00-00001-0
 PER O.R.B. 2203, PG 1312
 N. R/W LINE VACATED TRANS FLORIDA RAILROAD
 S89°57'35"E

S.J.R.W.M.D. & T.I.L.T.F.
 P.I.D. No. 31-38-06-00000-5000-00001.0
 PER O.R.B. 1304, PG 2778

FELLSMERE JOINT VENTURE
 P.I.D. No. 31-37-00-00001-447-00001.0
 PER O.R.B. 1800, PG 1530
 TRACT 1447
 FELLSMERE FARMS COMPANY SUBDIVISION,
 UNSURVEYED PART OF
 TOWNSHIP 31 SOUTH, RANGE 37 EAST
 IN ST. LUCIE COUNTY, FLORIDA
 PER P.B.S. 2, PG 84

S.J.R.W.M.D. & T.I.L.T.F.
 P.I.D. No. 31-38-06-00000-5000-00001.0
 PER O.R.B. 1323, PG 2518

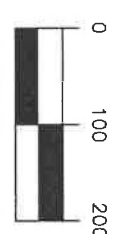
S.J.R.W.M.D. & T.I.L.T.F.
 P.I.D. No. 31-38-06-00000-5000-00001.0
 PER O.R.B. 1323, PG 2518

INTERSECTION OF THE C/L OF C.R. 512 PER THE STATE OF
 FLORIDA STATE ROAD DEPARTMENT R/W MAP, PER P.B. 10, PG 39
 & THE E LINE OF THE "FELLSMERE FARMS COMPANY'S SUBDIVISION
 OF ALL UNSURVEYED PART OF TOWNSHIP 31 S, RANGE 37 E IN
 St. LUCIE COUNTY, FLORIDA" PER St. LUCIE COUNTY PLAT BOOK 2,
 PG 84 (NOW LYING IN INDIAN RIVER COUNTY, FLORIDA)

THIS IS NOT A BOUNDARY SURVEY
 NOT COMPLETE WITHOUT SHEETS 1-3 AS CREATED

BSM: *Wayne*

DATE: June 7, 2022



GRAPHIC SCALE
 (IN FEET)



MATCHLINE 'A'

ABANDONED 100' WIDE TRANS
 FLORIDA RAILROAD
 RIGHT OF WAY PER
 O.R.B. 208, PAGE 547

PROPOSED
 60' ESMT

N. R/W LINE VACATED TRANS FLORIDA CENTRAL RAILROAD
 C/L OF PROPOSED ESMT (CONTAINS +/- 8.10 ACRES)
 S87°21'23"E 5,877.47'
 S. R/W LINE VACATED TRANS FLORIDA CENTRAL RAILROAD

P.O.B.

C/L OF VACATED
 TRANS FLORIDA RAILROAD

N00°29'32"E 1,902.05
 E LINE OF SUBDIVISION

100'
 CANAL R/W

FELLSMERE FARMS
 WATER CONTROL DISTRICT
 EAST BOUNDARY CANAL

INDIAN RIVER COUNTY ADMINISTRATION BUILDING
 1801 27th STREET
 VERO BEACH, FL 32960
 (772) 567-8000



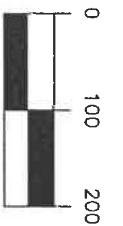
INDIAN RIVER COUNTY
 Department of Public Works
 Engineering Division

DRAWN BY:
D.SILON
 APPROVED BY:
D.SCHRYVER

SECTION 19
 TOWNSHIP 31S.
 RANGE 38E.

SKETCH AND DESCRIPTION
 for PROPOSED EASEMENT

SHEET 2
 OF 3



GRAPHIC SCALE
(IN FEET)

ABANDONED 100' WIDE TRANS
FLORIDA RAILROAD
RIGHT OF WAY PER
O.R.B. 208, PAGE 547

S.J.R.W.M.D. & T.I.I.T.F.
P.I.D. No
31-38-06-00000-5000-00001.0
PER O.R.B. 1304, PG 2778

S.J.R.W.M.D. & T.I.I.T.F.
P.I.D. No
31-38-06-00000-5000-00001.0
PER O.R.B. 1323, PG 2518

ABANDONED 100' WIDE TRANS
FLORIDA RAILROAD
RIGHT OF WAY PER
O.R.B. 208, PAGE 547

S.J.R.W.M.D. & T.I.I.T.F.
P.I.D. No
31-38-06-00000-5000-00001.0
PER O.R.B. 1304, PG 2778

P.O.T.
BEGIN EXISTING
WALKING PATH

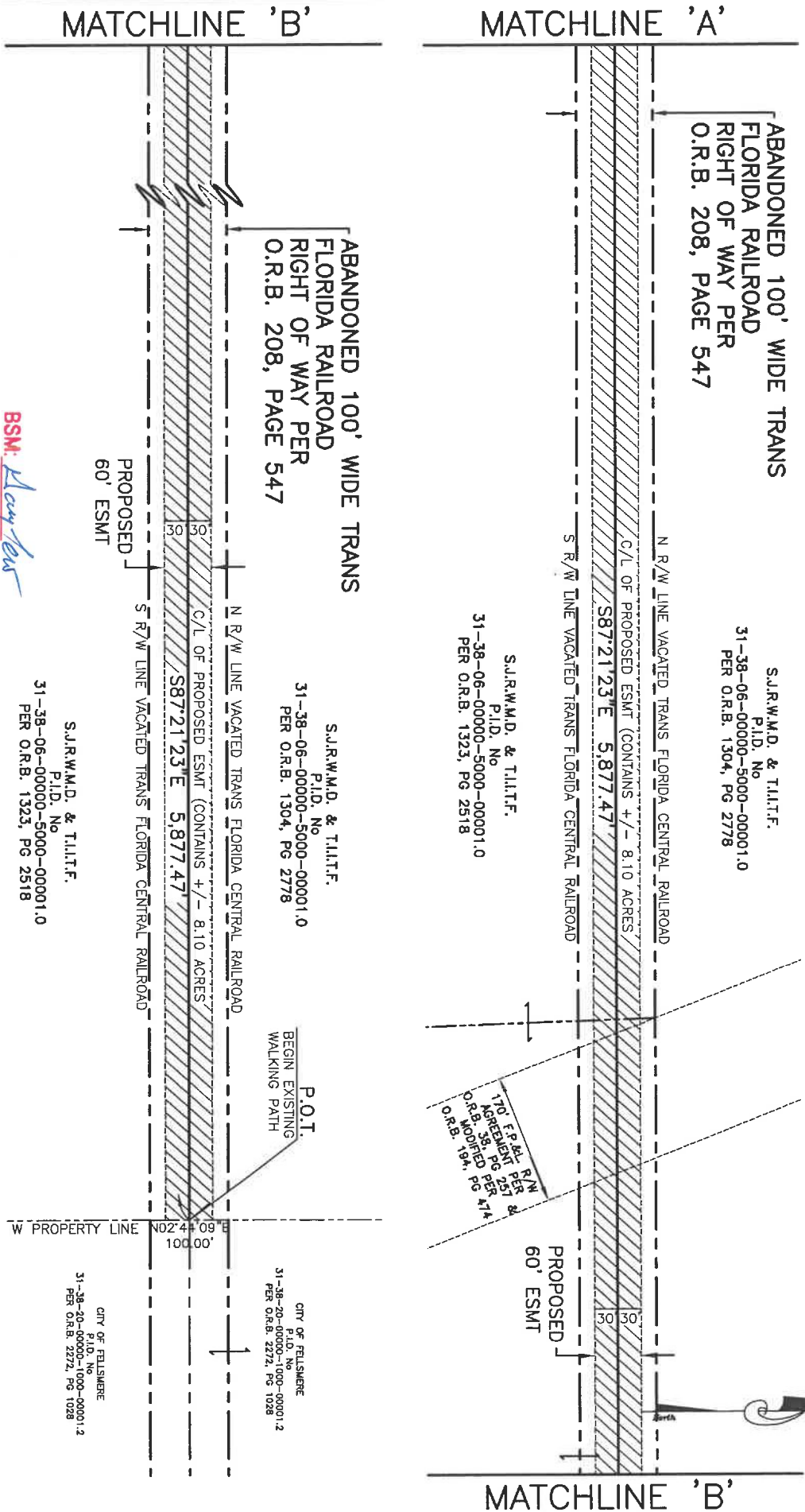
CITY OF FELLSMERE
P.I.D. No
31-38-20-00000-1000-00001.2
PER O.R.B. 2272, PG 1028

CITY OF FELLSMERE
P.I.D. No
31-38-20-00000-1000-00001.2
PER O.R.B. 2272, PG 1028

BSM: *Hayden*

DATE: June 7, 2022

THIS IS NOT A BOUNDARY SURVEY
NOT COMPLETE WITHOUT SHEETS 1-3 AS CREATED



INDIAN RIVER COUNTY ADMINISTRATION BUILDING
1801 27th STREET
VERO BEACH, FL 32960
(772) 567-8000



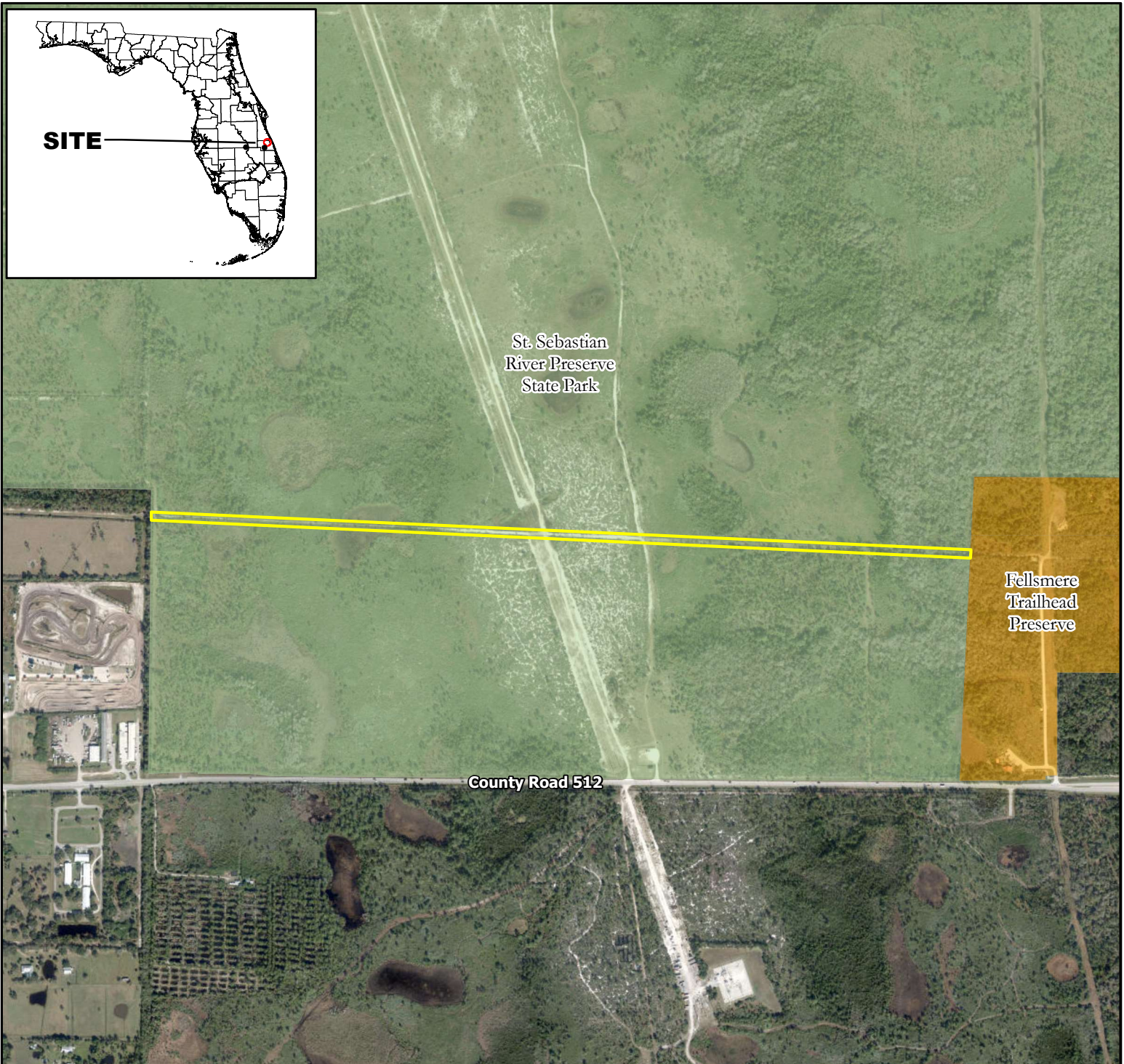
INDIAN RIVER COUNTY
Department of Public Works
Engineering Division

DRAWN BY:
D.SILON
APPROVED BY:
D.SCHRYVER

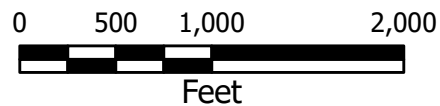
SECTION **19**
TOWNSHIP **31S.**
RANGE **38E.**

SKETCH AND DESCRIPTION
for PROPOSED EASEMENT

SHEET **3**
OF **3**



-  Subject Parcel
-  State Managed Conservation Lands
-  City/County Managed Conservation Lands



Easement No. 32581 — Amendment

Indian River County, Florida