

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement ("Second Amendment") entered into this 17th day of May 2016, by Indian River County, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL 32960 ("County"), and _____ a resident of Indian River County, Florida, residing at 4735 43rd Avenue, Vero Beach, FL 32967 ("Tenant").

WITNESSETH:

WHEREAS, the County contracted to lease Tenant use of Gifford Park Security House located within Gifford Park, a community park owned by the County effective November 20, 2007 ("Lease Agreement").

WHEREAS, on December 21, 2010, the parties entered into what was termed a lease extension and amendment ("First Amendment").

WHEREAS, the parties acknowledge that the Lease Agreement has expired; however, the parties have continued to fulfill the obligations therein and mutually acknowledge the full force and effect of the terms and conditions of the Lease Agreement are to be renewed in accordance with Section 3 of the Lease Agreement.

WHEREAS, Section 3 of the Lease Agreement provides that the lease may be renewed for a maximum of seven (7) successive terms of two (2) years each for a maximum aggregate of sixteen (16) years combined Initial Term and Renewal Terms.

WHEREAS, the parties desire to amend the Lease Agreement to extend the term to expire on December 31, 2018, with three (3) additional two-year renewal periods.

NOW, THEREFORE, in consideration of the mutual terms and promises stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Tenant agree as follows:

1. The foregoing recitals are incorporated as if fully restated herein.
2. Paragraph 3 of the Lease Agreement: "Renewal Term" shall be amended to read as follows: The term of this lease shall terminate on December 31, 2018. The term shall be subject to three (3) two-year renewal terms upon mutual agreement of both parties.
3. Except as amended herein, the terms and conditions of the original Lease Agreement shall remain in full force and effect. To the extent of any conflict between the terms of this Second Amendment and the terms of the Lease Agreement or First Amendment, the terms of this Second Amendment shall control.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

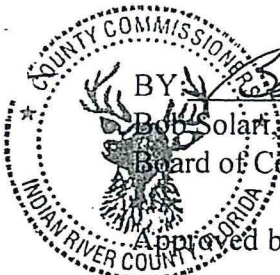
IN WITNESS WHEREOF, this Second Amendment is executed by the authorized representatives of the parties, as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

Tenant

(signature) _____

(print name) _____



BY: Bob Solari
Bob Solari, Chairman
Board of County Commissioners

Approved by the BCC: May 17, 2016

WITNESS: Elizabeth Powell

ATTEST: Jeffrey R. Smith, Clerk of Court
And Comptroller

WITNESS: Dawn H. Fletchwood

BY: A. Gagnon
Deputy Clerk

Joseph A. Baird
Joseph A. Baird, County Administrator

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Dylan Reingold
County Attorney

LEASE EXTENSION

This Agreement for Lease Extension ("Amendment") entered into on the 21st day of December, 2010, by Indian River County, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL 32960 ("County"), and _____ residing at 4735 43rd Avenue Vero Beach, FL 32967 ("Tenant").

WITNESSETH:

The County contracted to lease Tenant use of Gifford Park Security Park House located within the Gifford Park, a community park owned by the county effective November 20, 2007 (the "Lease").

WHEREAS, the parties acknowledge that the Lease expired on November 19th 2009, however, the parties have continued to fulfill the obligations therein and mutually acknowledge the full force and effect of the terms and conditions of the Lease to be renewed in accordance with Section 3 of the Lease.

WHEREAS, Section 3 of the Lease provides that the Lease may be renewed for a maximum of seven (7) successive terms of two (2) years each for a maximum aggregate of sixteen (16) years combined Initial Term and Renewal Terms.

WHEREAS, the County has no objection to extending its lease with Tenant for an additional two year period,

NOW, THEREFORE, in consideration of the mutual terms and promises stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Tenant agree as follows:

1. The foregoing recitals are incorporated as if fully restated herein.
2. Paragraph 2: "Leased Premises" - Renewal of that certain Lease dated November 20, 2007 is hereby amended to terminate on December 31, 2012.
3. Tenant shall provide updated proof of liability insurance and contents insurance also known as "renter's insurance."
4. Except as amended herein, the terms and conditions of the original Lease dated November 20, 2007 shall remain in full force and effect. To the extent of any conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, this Lease Extension is executed by the authorized representatives of the parties, as of the day and year first above written.

Teddy Floyd

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

[Signature]
(signature)

BY: Bob Solari, Chairman

[Printed Name]
(printed name)

Bob Solari, Chairman
Board of County Commissioners

Approved by the BCC: December 21, 2010

WITNESS: [Signature]

ATTEST: J. K. Barton, Clerk of Court

WITNESS: [Signature]

BY: [Signature]
Deputy Clerk of Court

[Signature]
Joseph A. Baird, County Administrator

Approved as to form and legal sufficiency

[Signature]
William K. DeBaal
Deputy County Attorney



2007-11

LEASE AGREEMENT

COPY

THIS LEASE AGREEMENT ("Lease") entered into as of this 20th day of November, 2007, between INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, having an address of 1801 27th Ave, Vero Beach, FL 32960 ("County") and _____, having an address of 4055 41st Ave., Vero Beach, FL32960 (Tenant")

Background Recitals

~~A. Indian River County as Landlord desires to set forth the terms and conditions for the Tenant to reside in the Gifford Park Security House located with Gifford Park, a community park owned by the County;~~

~~B. The parties hereto are entering into this Lease to provide for security with the Gifford Park during the hours when the Gifford Park is closed and during non-work hours.~~

NOW, THEREFORE, for the mutual promises contained herein and other valuable consideration, the parties agree to the terms and conditions set forth in this Lease:

1. DESCRIPTION OF LEASED PREMISES. The County hereby leases to Tenant that certain residence commonly known as the Gifford Park Security House ("Security House"), together with the real property having an address of 4735 43rd Avenue, Vero Beach, FL 32967, as more specifically depicted on Exhibit "A" attached hereto and made a part hereof (the Security House and the associated real property are collectively referenced as the "Leased Premises").
2. LEASED PREMISES. The Leased Premises is leased for an initial two (2) year term subject to sooner termination as set forth herein ("Initial Term"). The Initial Term shall commence as of November 20, 2007, and shall terminate on November 19, 2009, or on such earlier date as this Lease may terminate as provided herein.
3. RENEWAL. Provided the County and Tenant agree to renew the Lease (as it may have been modified from time to time) on mutually beneficial terms; and further provided that the Tenant is not in default under any of the terms and conditions of this Lease, this Lease may be renewed for a maximum of seven (7) successive terms of two (2) years (each, a "Renewal Term"), for a maximum aggregate of sixteen (16) years combined Initial Term and Renewal Terms. Each Renewal Term is subject to all of the provisions set forth in this Lease. Notwithstanding the foregoing, the County may extend or renew this Lease beyond the sixteen (16) years if deemed to be in the best interest of Indian River County. Renewal of the mutually agreeable Lease shall be completed ninety (90) days prior to the end of the Initial Term, and forty-five (45) days prior to the end of each Renewal Term. Upon renewal of this Lease, County shall send a Renewal Notice to Tenant.
4. SECURITY DEPOSIT AND RENT. Tenant acknowledges and agrees that no security deposit is required under this Lease; however, nothing in this Lease shall be deemed to preclude the County from requiring a security deposit upon any renewal of this Lease or upon re-letting of the Security House to a subsequent tenant. Accordingly, Tenant shall safeguard the Leased Premises on behalf of the County as set forth in this Lease. No rent is due hereunder.

5. **USE OF LEASED PREMISES.** Tenant acknowledges that the Leased Premises is to be used solely as a single-family dwelling, and Tenant covenants to use the Leased Premises solely as a single-family dwelling and for no other purposes whatsoever.

6. **DUTIES AND RESPONSIBILITIES OF COUNTY AS LANDLORD**

6.1 The County as Landlord has constructed the Leased Premises and has installed water, sewer, electric, telephone, and cable television lines. ~~During the initial one (1) year warranty period on the Security House, County shall cause the repair of warranted defects, provided, however, that Tenant shall promptly notify the County's Division of Facilities Management at 360-8164 in the event of a required repair within the warranty period; and further provided that any required appliance repair within the one (1) year warranty period shall be addressed by Tenant to the applicable manufacturer. Further, the County shall provide maintenance and repair of utility lines up to the point of connection to the Security House.~~

6.2 ~~The County as Landlord shall pay the premiums for hazard and windstorm insurance on the Security House.~~

6.3 The County as Landlord shall provide all exterior maintenance and repair of the Security House including the roof; exterior walls, and HVAC system together with the four (4) foot fence on the Leased Premises, provided that any such damage is not due to the fault or neglect of Tenant. Upon expiration of the one (1) year warranty period for the Security House, and provided that the damage is not due to the fault or negligence of Tenant, the County as Landlord shall provide routine repair of the plumbing, fixtures, and wiring in the interior of the Security House. The County as Landlord shall provide monitoring and extermination of wood destroying organisms for the Security House.

6.4 RADON GAS. As required by law, the County as Landlord makes the following disclosure: "Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county public health unit."

7. **RESPONSIBILITIES AND DUTIES OF TENANT**

7.1. The Tenant shall commit no act of waste and shall take good care of the Leased Premises and fixtures and appurtenances therein and shall, in the use and the occupancy of the Leased Premises, conform to all laws, orders, and regulations of Indian River County.

7.2. The Tenant shall maintain the Leased Premises in an appealing manner and not permit accumulation of unsightly objects within the Leased Premises.

7.3. The Tenant shall: maintain the Security House in good repair; keep the Security House clean and sanitary; keep all plumbing fixtures in the Security House clean and sanitary and in good repair; use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and appliances within the Security House; and not destroy, deface, damage, impair, or remove any part of the Security House or property therein belonging to the County as Landlord, nor permit any guest or invitee to do so.

7.4. The Tenant shall not mortgage, or cause by any act or omission any liens, encumbrances, or judgments to be placed, assessed or established on the Security House or the real property on which it is situated.

7.5. The Tenant shall arrange for telephone and television service to the Security House and Tenant shall be solely responsible for payment of any and all charges incurred in regard to such telephone and television installation and usage.

~~7.6. The Tenant shall be solely responsible for the costs of water, sewer, electricity, heat, air conditioning, and trash removal at the Leased Premises, including any associated security or initial set-up charges.~~

~~7.7. The Tenant shall pay for all interior and exterior pest control for the Leased Premises, and shall be responsible for lawn cutting within the Leased Premises.~~

~~7.8. The Tenant shall endeavor to remain in a duty status that is assigned to a marked patrol car.~~

~~7.9. The Tenant or a responsible member of the Tenant's family residing at the Leased Premises shall notify the County and the Indian River County Sheriff's Office in case of suspected trespass of the Leased Premises.~~

~~7.10. The Tenant shall not, without obtaining the prior written consent of the County, make any alterations, additions, or improvements to or about the Leased Premises. For purposes of this section, the approval authority shall be the Director of General Services.~~

~~7.11. The Tenant shall provide to the County's Department of Risk Management each month a detailed "daily security log" addressing any and all issues concerning the security of Gifford Park.~~

~~7.12. As the Leased Premises is within a County-owned park, alcohol and pets in, about, or on the Leased Premises are strictly prohibited.~~

~~7.13. Tenant, at Tenant's sole cost and expense, shall obtain contents insurance, also known as renter's insurance, in an amount sufficient to safeguard Tenant's personal possessions.~~

~~7.14. The Tenant must install the hurricane shutters on the Security House in advance of a storm.~~

~~7.15. The Tenant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.~~

~~7.16. Tenant shall permit the County as Landlord, or its agents, at reasonable times and after reasonable notice from County, to enter the Security House, the Leased Premises, or any part thereof, to make repairs to the Security House or to inspect the Leased Premises; provided, however, that no notice is required under emergency circumstances for the protection or preservation of the Security House.~~

~~7.17. Tenant shall not mortgage, pledge, or encumber this Lease, in whole or in part, or the leasehold estate granted under this Lease, to any other person, firm, or entity. Any attempted mortgage, pledge, or encumbrance of this Lease, or the leasehold estate granted under this Lease, shall be void and shall, at the sole option of the County, be deemed an event of default under this Lease. The Tenant shall not, in whole or part, sublease the Security House or any part of the Leased Premises.~~

8. DEFAULT; TERMINATION

8.1 This Lease may be terminated for any reason by either party upon 30 days written notice sent to the other party by certified return receipt mail.

8.2 This Lease shall be terminated if the Tenant is no longer employed as an active, "fit for duty" deputy; whereupon the Tenant will vacate the Leased Premises immediately and remove and all belongings from the Leased Premises within 72 hours at Tenant's own expense. Further, if at any time the Tenant is charged with immorality, misconduct in his job, gross insubordination, willful neglect of his duty, drunkenness, lewd and lascivious acts, or is released as a law enforcement officer with the Sheriff's Department, any such event shall cause this Lease to be null and void, whereupon the Tenant will vacate the Leased Premises immediately and remove and all belongings from the Leased Premises within 72 hours at Tenant's own expense.

9. **DAMAGE**

9.1 The County shall not be liable for any damage or injury which may be sustained by any party or persons in, at, on, or about the Leased Premises.

9.2 Tenant shall repair all damage to the Leased Premises caused by the Tenant, and his agents or independent contractors in connection with his occupancy of the Leased Premises.

9.3 If the Security House is partially damaged, but not rendered unusable for the purposes of this Lease, the County or its agents, at the County's sole option may, but shall not be required

~~to, repair the Security House with due diligence, using insurance proceeds. In the event the~~

~~Security House is totally destroyed or rendered unusable for the Tenant's purposes, the County~~

~~or its agents, at the County's sole option may, but shall not be required to, begin to reconstruct~~

~~or repair the Leased Premises, using insurance proceeds, within a reasonable amount of time.~~

At the sole option of the County, this Lease may be terminated in the event of partial or total destruction of the Security House. Nothing in this Lease shall be construed to extend the term

~~of this Lease or to require the County as Landlord to rebuild or replace the Security House in~~

~~the event of partial or total destruction of the Security House. Further, in the event of partial or~~

~~total destruction of the Security House, the County has no obligation whatsoever to provide or~~

~~find alternate housing for Tenant.~~

10. **MISCELLANEOUS.**

10.1. SURRENDER. At the expiration or termination of the Initial term or any Renewal Term of this Lease, or earlier termination hereof, Tenant shall peaceably and quietly leave, surrender, and deliver the Leased Premises to County, broom clean, and in thorough repair, good order, and safe condition, reasonable wear and tear excepted, as it was at the beginning of the Lease; and Tenant shall, at Tenant's expense, remove all of Tenant's personal property and those improvements made by Tenant which have not become the property of County, and repair all injury done by or in connection with the installation or removal of the personal property and improvements. All property of Tenant remaining on the Leased Premises after the applicable last day of this Lease shall be conclusively deemed abandoned and may be removed by County, and Tenant shall reimburse County for the cost of such removal. County may have any such property stored at Tenant's risk and expense. It is the intention of the parties to this Lease that all furnishings and equipment as defined under the laws of the State of Florida purchased or leased by Tenant, shall be and will always remain the personal property of the Tenant.

10.2. ENTIRETY OF LEASE. This Lease incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings of any nature whatsoever concerning the subject matter of the Lease that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

10.3. MODIFICATION. This Lease may be modified, altered, or amended only by a written document authorized and executed by both parties with the formality and of equal dignity herewith. This Lease may not be amended, altered or modified by oral agreements or understandings between the parties unless they are reduced to a written document authorized and executed by both parties with the formality and of equal dignity herewith.

10.4. GOVERNING LAW. This Lease shall be governed by the laws of the State of Florida and any and all legal action instituted because of this Lease shall be instituted in Indian River County.

10.5. N-O WAIVER. Each right, power and remedy of the parties provided in this Lease shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise. The failure of either party to insist upon compliance by the other party with any obligation, or exercise any remedy, does not waive the right to do so in the event of a continuing or subsequent delinquency or default. A party's waiver of one or more defaults does not constitute a waiver of any other delinquency or default.

~~10.6. COSTS. If any legal action or other proceeding is brought for the enforcement of this Lease or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Lease, each party shall bear its own costs.~~

~~10.7. SEVERABILITY. If any term, covenant or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable for the remainder of this Lease, then the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each and every other term and provision of this Lease shall be deemed valid and enforceable to the fullest extent permitted by law.~~

10.8. CAPTIONS. Captions in this Lease are included for convenience only and are not to be considered in any construction or interpretation of this Lease or any of its provisions. The words "hereof" and "herein" mean this Lease.

10.9. CONSTRUCTION. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel or had the opportunity so be represented, and this Lease was negotiated and drafted at arm's-length so that the judicial rule of construction to the effect that a legal document shall be construed against the drafter shall be inapplicable to this Lease.


10.10. APPROVAL. The terms of this Lease were approved in concept at the Indian River County Board of County Commissioners meeting of November 20, 2007; however, this Lease is subject to modification by the Indian River County Board of County Commissioners at the December 18, 2007 meeting.

IN WITNESS WHEREOF, the parties have set their hands and seals to the foregoing Lease as of this 20th day of November, 2007.

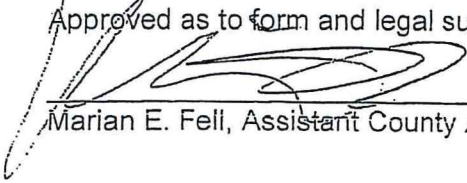
Tenant:



Landlord:
BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY, FLORIDA

By: 
Joseph A. Baird, County Administrator, under
delegation of authority in County Attorney
Matters Agenda item 12A, Board of County
Commissioners Meeting of November 20, 2007

Approved as to form and legal sufficiency:


Marian E. Fell, Assistant County Attorney

LEGEND

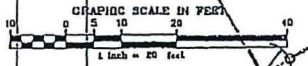
CCM	CONCRETE	CCM	ASPHALT COATED CORRUGATED METAL PIPE
CA	CONCRETE	CHWD	NATIONAL GEODETIC VERTICAL DATUM OF 1929
CP	CONCRETE	CHWD	PUBLIC UTILITIES & DRAINAGE EXHIBIT
PA	PLAT BOOK	CHWD	INDICATES PROPOSED GRADE (BY CLIENT)
PL	PLAT	PLS	PROFESSIONAL LAND SURVEYOR
SR	SURVEY RECORD BOOK	PLS	REGISTERED LAND SURVEYOR
PL	PLAT	PLS	ELEVATION (VERTICAL CONTROL)
PL	PLAT	PLS	POINT OF COMMENCEMENT
PL	PLAT	PLS	POINT OF BEGINNING
PL	PLAT	PLS	SECTION MARK
PL	PLAT	PLS	CONCRETE BLOCK
PL	PLAT	PLS	CONCRETE BLOCK
PL	PLAT	PLS	FINISH FLOOR
PL	PLAT	PLS	FOUND
PL	PLAT	PLS	IRON PIPE
PL	PLAT	PLS	IRON ROD
PL	PLAT	PLS	IDENTIFICATION
PL	PLAT	PLS	LOCATED BUSINESS
PL	PLAT	PLS	LENGTH AND
PL	PLAT	PLS	MEASURED
PL	PLAT	PLS	PANICUT
PL	PLAT	PLS	RADIUS OF CURVE
PL	PLAT	PLS	RANGE
PL	PLAT	PLS	SECTION
PL	PLAT	PLS	INDICATED
PL	PLAT	PLS	COVERED
PL	PLAT	PLS	W/C
PL	PLAT	PLS	RAIL AND DISK
PL	PLAT	PLS	RAIL AND DISK

NOTES:

1. THE LANDS SURVEYED LIE WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAP NO. 12061C COMMUNITY 120115 - PANEL DISSE, DATED MAY 4, 1989. THIS LOCATION IS BASED ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. FINAL LOCATION AND FLOOD ZONE DETERMINATION REST WITH SAID AGENCY. THIS SURVEYOR ASSUMES NO RESPONSIBILITY FOR SAID LOCATION AND DETERMINATION.
2. THERE MAY OR MAY NOT BE RECORDED OR UNRECORDED RIGHTS OF WAY RESERVATIONS OR RESTRICTIONS AFFECTING THE LANDS SURVEYED.
3. UNLESS SHOWN OTHERWISE, THERE ARE NO ENCROACHMENTS, CAPS OR OVERLAPS, FENCE OWNERSHIP, IF ANY IS NOT KNOWN, FOUNDATIONS BENEATH THE SURFACE ARE NOT LOCATED.
4. UNLESS SHOWN OTHERWISE, DIMENSIONS AND DIRECTIONS SHOWN ARE FIELD MEASURED AND ARE THE SAME AS RECORD DATA.
5. THIS SURVEY DOES NOT REFLECT OR DETERMINE DIMENSIONS.
6. THIS SURVEY WAS MADE FOR THE PURPOSE DESCRIBED, AND SHALL BE USED FOR NO OTHER PURPOSE WHATSOEVER. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY ANY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. BEARINGS REFER TO THE LINE INDICATED BASED ON RECORD INFORMATION OBTAINED FROM PLAT OR DEED.
8. ELEVATIONS INDICATED HEREIN ARE IN FEET AND DECIMALS. DATUM REFERENCED WAS ESTABLISHED WITH AN ASTECH FRO MARK 2 POST PROCESSING STATIC GPS UNIT. ALL DATA IS ADJUSTED USING NATIONAL GEODETIC SURVEY MONUMENTS BROOKSIDE NO 2 1934, ELEVATION 22.58 NAVD83 (24.03 NGVD29) AND WPT 2000, ELEVATION 22.58 NAVD83 (24.28 NGVD29). ALL OTHER NOTED ASSUMED IS TO DATUM AS APPLICABLE.
9. THIS SURVEY WAS PREPARED FROM THE AVAILABLE DATA BASED ON THE DESCRIPTION PROVIDED BY THE CLIENT. THE UNDERSIGNED SURVEYOR DID NOT CONDUCT A TITLE SEARCH AND DID NOT RECEIVE ATTORNEY'S TITLE OPINION, UNLESS OTHERWISE NOTED HEREON.
10. THIS SURVEY AND DRAWING IS MADE TO COMPLY WITH THE STATE OF FLORIDA "MINIMUM TECHNICAL STANDARDS FOR SURVEYS IN THE STATE OF FLORIDA", PURSUANT TO SECTION 417.6 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
11. THE SPECIAL PURPOSE OF THIS SURVEY IS TO SHOW THE LOCATION OF A BUILDING AND APPROACHES ASSOCIATED WITH SAID BUILDING WITHIN THE PARENT PARCEL. THIS IS NOT A BOUNDARY SURVEY.

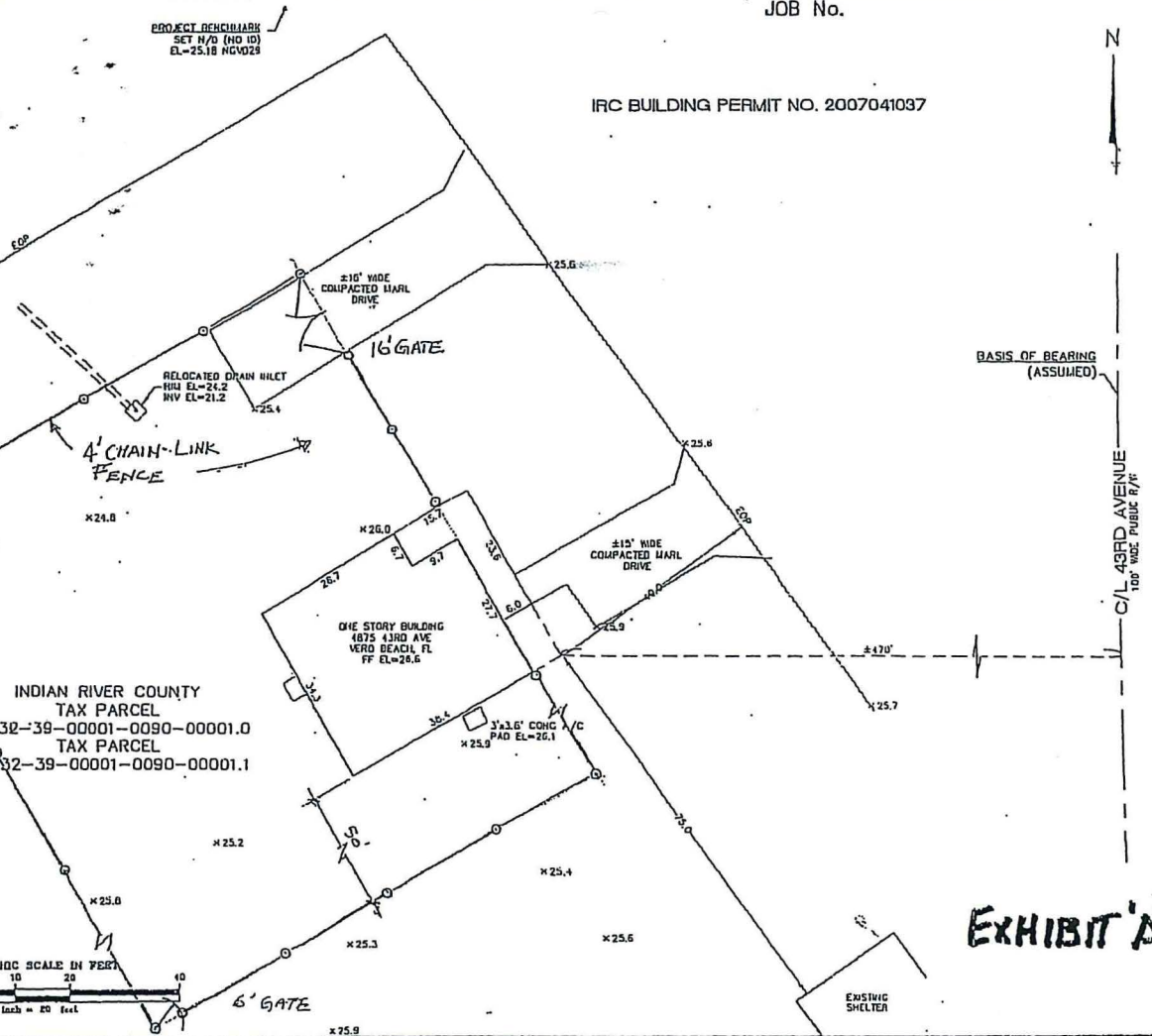
THIS SURVEY IS CERTIFIED TO AND SPECIFICALLY MADE FOR
 PASSAGE ISLAND HOMES, INC
 INDIAN RIVER COUNTY

DATE OF FIELD SURVEY: SEPTEMBER 20, 2007
 JOHN E. BRUNNER, FLORIDA PLS #6431
 STATE OF FLORIDA



F.B./P.	522/16	DATE:	9/20/07	Brunner & Associates, LLC FL 13 7377 NC PLS 3357 surveyors and planners	
DRAWN BY:	JEB	SCALE:	1" = 20'	001 Carolina Street Melbourne, FL 32901 phone (321)728-1881 jsurvey@bellsouth.net fax (321)728-1860	
CHECKED BY:	JEB	DWG. #	084-07F		

MAP OF SPECIAL PURPOSE RECORD (FINAL) SURVEY FOR GIFFORD PARK SECURITY HOUSE		PROJECT NO: 084-07
		SEC. 21 TWP. 32 S. RNG. 39 E.



FINAL SURVEY

EXHIBIT 'A'

JOB No.

IRC BUILDING PERMIT NO. 2007041037