

**DEVELOPER'S AGREEMENT BETWEEN  
INDIAN RIVER COUNTY  
AND  
PROVIDENCE POINTE VERO BEACH LLC  
FOR OFF-SITE TRAFFIC IMPROVEMENTS AND RIGHT-OF-WAY  
DEDICATION**

THIS DEVELOPER'S AGREEMENT is made and entered into this 18 day of November, 2014, by and between **INDIAN RIVER COUNTY, FLORIDA**, a political subdivision of the State of Florida, 1801 27<sup>th</sup> Street, Vero Beach, FL 32960 ("County") and **PROVIDENCE POINTE VERO BEACH LLC**, a Florida limited liability company, 660 Reef Road, Vero Beach, FL 32963 ("Developer").

**WITNESSETH:**

WHEREAS, Developer proposes to develop a "Planned Development/Traditional Neighborhood Design" (PD/TND) Community located between 49<sup>th</sup> Street and 53<sup>rd</sup> Street, along and West of 58<sup>th</sup> Avenue in Indian River County, Florida, to be known as Providence Pointe, to include a mix of residential, commercial, hotel, recreational, and other uses on real property legally described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

WHEREAS, at its regular meeting of August 20, 2013, the Board of County Commissioners of Indian River County approved the Developer's Planned Development Traditional Neighborhood Design ("PDTND") rezoning request and granted conceptual PD plan approval for "Providence Pointe" (PD-13-04-01/2004110179-70350) ("Conceptual Plan"); and

WHEREAS, a developer's agreement for off-site traffic improvements and right-of-way dedication is required as a condition of PD/TND approval; and

WHEREAS, the County and the Developer share mutual goals and have determined that they can assist each other with respect to right-of-way acquisition, roadway and drainage improvements, intersection improvements, and other improvements described herein and required by the PD/TND approval; and

WHEREAS, the County and the Developer desire to enter into this Agreement to set forth the terms and conditions to which they have agreed with respect to the matters contained herein;

NOW, THEREFORE, for and in consideration of these premises, Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, the County and the Developer do hereby covenant, stipulate, and agree as follows:

1. Recitals: The foregoing recitals are incorporated as if fully restated herein.
2. Intersection Improvements: Developer shall contribute the following sums of money or construction or both toward the Intersection Improvements specified below. County acknowledges that the contributions or construction or both described herein satisfy the Developer's entire obligation with respect to off-site intersection improvements through build-out of Providence Pointe, except to the extent that additional property or residential units or commercial development may be added to Providence Pointe in the future. The County shall not withhold any approval or permit, nor shall it deny any concurrency certificate, because of the condition or state of any intersection in the County as long as the Developer is in compliance with this Developer's Agreement.
  - A. 41<sup>st</sup> Street and 58<sup>th</sup> Avenue: (1) Prior to the issuance of a Certificate of Completion ("CC") for Phase I of the Conceptual Plan, Developer shall optimize the signal timing at this intersection. (2) Prior to the issuance of a Certificate of Completion for Phase II, as depicted on the Conceptual Plan, the Developer shall construct a northbound right turn lane and shall optimize the signal timing at this intersection. If the County has not obtained the right-of-way needed for the Developer to construct a northbound right turn lane as described herein, then the Developer shall contribute the estimated cost for the design and construction of the right turn lane to the County, as determined by a certified cost estimate prepared by the project engineer and approved by the County. (Wherever used in this Agreement, costs for "design" or "construction" or both shall not include right-of-way acquisition costs.)
  - B. 45<sup>th</sup> Street and 58<sup>th</sup> Avenue: Prior to the issuance of a CC for Phase I as depicted on the Conceptual Plan, or within ninety (90) days after the County provides the Developer with a fully executed construction contract for the ultimate intersection and improvements which include left turn lanes from all approaches, whichever occurs first, the Developer shall contribute 13.9% of the estimated construction costs as the Developer's Cost Share.
  - C. 49<sup>th</sup> Street and 58<sup>th</sup> Avenue:
    - (1) Prior to the issuance of a CC for Phase IA as depicted on the Conceptual Plan, the Developer shall obtain a permit

and install a temporary traffic signal consisting of a box-span wire at this intersection.

- (2) Prior to the issuance of a CC for Phase IA as depicted on the Conceptual Plan, or within ninety (90) days after the County provides the Developer with a fully executed construction contract for the ultimate intersection and improvements which include left turn lanes from all approaches, whichever occurs first, the Developer shall contribute 14.7% of the estimated construction costs as the Developer's Cost Share.

D. 53<sup>rd</sup> Street and 58<sup>th</sup> Avenue: Prior to the issuance of a CC for Phase IA as depicted on the Conceptual Plan, the Developer agrees to plan, survey, design, permit, and construct intersection improvements consisting of the west leg of the intersection as a four lane road to the project's westernmost connection to 53<sup>rd</sup> Street, for a distance of approximately 900 feet west of 58<sup>th</sup> Avenue, together with an additional transition from a 4-lane road to a 2 lane road, provided, however, that the County shall be responsible for and shall pay fifty percent (50%) of all such costs, subject to the following additional terms and conditions:

- (1) The County's obligation for the cost of landscaping and irrigation shall be limited to fifty percent (50%) of \$100,000.00 per mile.
- (2) The County shall not be obligated to share in the cost of site related roadway improvements, such as turn lanes into the project.
- (3) The County shall have the right to approve the scope of work and compensation for the design and engineering phase of the project. The County shall not unreasonably withhold or delay such approval. Failure to reply to the Developer within thirty (30) days after the submittal of design and engineering plans shall constitute approval.
- (4) The Developer shall have no responsibility for the design or engineering of 53<sup>rd</sup> Street west of the Developer's actual construction of the west leg of the intersection as described herein; however, prior to or concurrently with final plat approval for Phase IIA as shown on the conceptual PD plan, the Developer shall be required to escrow funds with

the County for Developer's share (37.5%) of the cost of the construction of 53<sup>rd</sup> Street as a two lane road from the point where the paved improvements described herein end to the point which is 2,454 feet west of the project's east property line.

- (5) The Developer's obligation with respect to 53<sup>rd</sup> Street, as identified in this Developer's Agreement, shall be deemed satisfied so long as the Developer is in compliance with this Agreement, and the County shall not withhold any approval, permit, or concurrency certificate because of the condition of 53<sup>rd</sup> Street anywhere except adjacent to Providence Pointe, provided the Developer is in compliance with this Agreement.
- (6) The Developer shall receive traffic impact fee credits for all design, engineering, permitting, and construction costs associated with the 53<sup>rd</sup> Street improvements described herein paid or contributed by the Developer, except for: those costs associated with site related turn lanes or other site related improvements; and any landscaping in excess of the landscaping required by County Ordinance. These shall be considered "non-reimbursable costs".

4. 49<sup>th</sup> Street Improvements and Dedication:

- A. Prior to the issuance of a Land Development Permit for Phase IA of Providence Pointe, the Developer shall:
  - (i) Dedicate to the County ten feet (10') of right-of-way along the project's 49<sup>th</sup> Street frontage from 58<sup>th</sup> Avenue West for a distance of approximately 2,591 feet (the "Eastern Segment") see Exhibit "B"; and
  - (ii) Dedicate to the County along the project's 49<sup>th</sup> Street frontage sixty feet (60') of right-of-way from the West end of the "Eastern Segment" to a point approximately 1,328 feet West (the "Western Segment") see Exhibit "B".
- B. Prior to the issuance of a certificate of completion for Phase IB, Developer shall construct a two lane road for a distance of approximately 3,260 feet from the existing paved road on 49<sup>th</sup> Street, which ends approximately 700 feet west of 58<sup>th</sup> Ave., to the western boundary of Providence Pointe, as shown on the

Conceptual Plan. The construction may be completed in sections which follow the progression of development of the Project.

5. 58<sup>th</sup> Avenue Dedication: Prior to the issuance of a Land Development Permit for Phase IA for Providence Pointe, the Developer shall dedicate by right-of-way deed free and clear of all liens and encumbrances, to the County, twenty five feet (25') along the property's 58<sup>th</sup> Avenue frontage. (See Exhibit "C").
6. The Developer shall provide stormwater capacity for the following road segments:
  - A. 58<sup>th</sup> Avenue, from the property's eastern boundary to the centerline of a four-lane road, along the project's 58<sup>th</sup> Avenue frontage.
  - B. 49<sup>th</sup> Street, along the project's entire frontage, for a two-lane road width.
  - C. Developer shall design and construct a temporary swale system within the County right-of-way for 53<sup>rd</sup> Street stormwater, as a four-lane road, from 58<sup>th</sup> Avenue west for a distance of one-quarter mile.
7. DOT Compliance: All road construction by the Developer pursuant to this Agreement shall be in compliance with Florida Department of Transportation standards.
8. Invoices: Any invoice submitted by the Developer to the County for the County's payment shall be reimbursed by the County according to the Prompt Payment Act (Sections 218.70 and 218.80, Florida Statutes).
9. Project Bids: The Developer shall not be required to publicly bid the work described herein, but all work performed by the Developer shall be subject to the reasonable determination by the County that the costs incurred for such work were normal and customary.
10. Miscellaneous:
  - A. In the event of any litigation arising out of this Agreement, the prevailing party shall recover attorneys' fees and costs from the non-prevailing party.

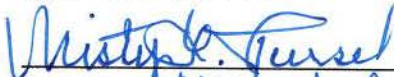
- B. No amendment, modification, change, or alteration of this Agreement shall be valid or binding unless accomplished in writing and executed by all of the parties hereto.
- C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, and assigns.
- D. This Agreement contains the entire agreement and understanding between the parties. No representation, statement, recital, undertaking, or promise not specifically set forth herein shall be binding on any parties hereto. This Agreement shall not be effective unless signed by the Developer and the County.
- E. The obligations of the Developer to this Agreement are expressly conditioned upon the Developer's decision, at the Developer's sole discretion, to proceed with the development of Providence Pointe.
- F. No Building Permit, Certificate of Completion, or Certificate of Occupancy shall be withheld or delayed by the County for Providence Pointe or any portion thereof, nor shall the County delay or withhold any other required permits, provided that the Developer is in compliance with this Agreement, all applicable laws and regulations.
- G. Except as described herein, and in the plans submitted by the Developer and approved by the County, the County shall not require the Developer to construct, contribute to, or share in the costs of any off-site traffic improvements other than the payment of traffic impact fees.
- H. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Florida. Venue hereunder shall lie in Indian River County, Florida. Time shall be of the essence.
- I. This Agreement shall be deemed prepared jointly by each of the parties hereto and shall be construed on parity as between the parties. There shall be no canon of construction for or against any party by reason of the physical preparation of this Agreement.
- J. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural; and the masculine, feminine, and neuter genders shall each include the others.
- K. The County and the Developer shall grant such further assurances and provide such additional documents as may be reasonably required by one


another from time to time, and cooperate fully with one another in order to carry out the terms and conditions hereof and comply with the express intention of this Agreement.

- L. Failure to insist upon strict compliance with any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.
- M. All words, terms, and conditions contained herein are to be read in concert each with the other, and a provision contained under one paragraph may be considered to be equally applicable under another in the interpretation of this Agreement.
- N. The words herein and hereof and words of similar import, without referenced to any particular section or subdivision of this Agreement, refer to this Agreement as a whole rather than to any particular section or subdivision hereof.
- O. In the event any term, conditions, or clause of this Agreement is declared to be illegal or unenforceable by a court of competent jurisdiction, such declaration of illegality or unenforceability shall not affect or alter the legality or enforceability of any remaining term, condition, or clause hereof, provided of the parties, as set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered  
in the presence of :

  
Print Name: Misty L. Fursel

  
Print Name: Laura J. Vasquez

BOARD OF COUNTY COMMISSIONERS  
INDIAN RIVER COUNTY, FLORIDA.

By: 

Wesley S. Davis, Chairman

11-18-14





Approved by:

Joseph A. Baird  
Joseph A. Baird, County Administrator

Approved as to Form and Legal Sufficiency

William K. Allen  
for County Attorney

BCC Approved: 11-18-14

Attest: Jeffrey R. Smith  
Jeffrey R. Smith, Clerk of the Circuit Court

By: Leora Allen  
Deputy Clerk

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 2014, by Wesley S. Davis, as Chairman of the Board of County Commissioners, and Leora Allen, as Deputy Clerk, for Jeffrey R. Smith, and Jeffrey R. Smith, who are personally known to me or who have produced \_\_\_\_\_ as identification.

(Notary Seal)



Misty L. Purcell  
Printed Name: Misty L. Purcell  
My Commission Expires: 1/11/18

Signed, sealed and delivered in the presence of:

Patricia Barile  
Print Name: Patricia Barile

Patricia Barile  
Print Name: Patricia Barile

PROVIDENCE POINTE VERO BEACH, LLC

By: THE BARILE FAMILY LIMITED PARTNERSHIP, Managing Member

By: [Signature]  
General Partner



STATE OF NEW YORK  
COUNTY OF Essex

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of November 2014, by Joseph J. Barile, the General Partner of The Barile Family Limited Partnership, the Managing Member of Providence Pointe Vero Beach LLC, a Florida limited liability company, who is personally known to me or who has produced driver's license as identification.

(Notary Seal)

Brenda M. Goulette  
Print Name: BRENDA M. GOULETTE  
Notary Public  
My Commission Expires:

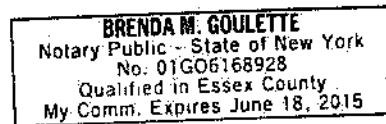


EXHIBIT "A" TO DEVELOPER'S AGREEMENT

**LEGAL DESCRIPTION:**

**PARCEL #1:**

THE EAST 5 ACRES OF TRACT 2, SECTION 20, TOWNSHIP 32 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA. LESS AND EXCEPT CANAL AND ROAD RIGHTS OF WAY.

SAID PARCEL CONTAINING 4.88 ACRES, MORE OR LESS.

**PARCEL #2:**

THE WEST 5 ACRES OF THE EAST 10 ACRES OF TRACT 2, SECTION 20, TOWNSHIP 32 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA LESS AND EXCEPT CANAL AND ROAD RIGHTS OF WAY.

SAID PARCEL CONTAINING 4.89 ACRES, MORE OR LESS.

**PARCEL #3:**

THE WEST 5 ACRES OF THE EAST 15 ACRES OF TRACT 2, SECTION 20, TOWNSHIP 32 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA; LESS AND EXCEPT CANAL AND ROAD RIGHTS OF WAY.

SAID PARCEL CONTAINING 4.89 ACRES, MORE OR LESS.

**PARCEL #4:**

THE WEST 5.48 ACRES OF THE EAST 20.48 ACRES OF TRACT 2, SECTION 20, TOWNSHIP 32 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA, LESS AND EXCEPT CANAL AND ROAD RIGHTS OF WAY.

SAID PARCEL CONTAINING 5.34 ACRES, MORE OR LESS.

**PARCEL #5:**

THE EAST 5 ACRES OF THE WEST 20 ACRES OF TRACT 2, SECTION 20, TOWNSHIP 32 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA, LESS AND EXCEPT CANAL AND ROAD RIGHTS OF WAY.

SAID PARCEL CONTAINING 4.89 ACRES, MORE OR LESS.

**PARCEL #6:**

THE EAST 10 ACRES OF THE WEST 15 ACRES OF TRACT 2, SECTION 20, TOWNSHIP 32 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA, LESS AND EXCEPT CANAL AND ROAD RIGHTS OF WAY.

SAID PARCEL CONTAINING 9.77 ACRES, MORE OR LESS.

**PARCEL #7:**

TRACTS 1, 7 AND 8, SECTION 20, TOWNSHIP 32 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA, LESS AND EXCEPT CANAL AND ROAD RIGHTS OF WAY.

SAID PARCEL CONTAINING 113.27 ACRES, MORE OR LESS.

**PARCEL "A"**

A PORTION OF LAND LYING IN SECTION 20, TOWNSHIP 32 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

THE SOUTH 300 FEET OF THE EAST 104 FEET OF TRACT 3, SECTION 20, TOWNSHIP 32 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA.

SAID PARCEL CONTAINING 0.72 ACRES, MORE OR LESS.

**PARCEL "B"**

A PORTION OF LAND LYING IN SECTION 20, TOWNSHIP 32 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

THE WEST 106 FEET OF THE EAST 210 FEET OF TRACT 3, SECTION 20, TOWNSHIP 32 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA. LESS AND EXCEPT CANAL AND ROAD RIGHTS OF WAY.

SAID PARCEL CONTAINING 3.15 ACRES, MORE OR LESS.

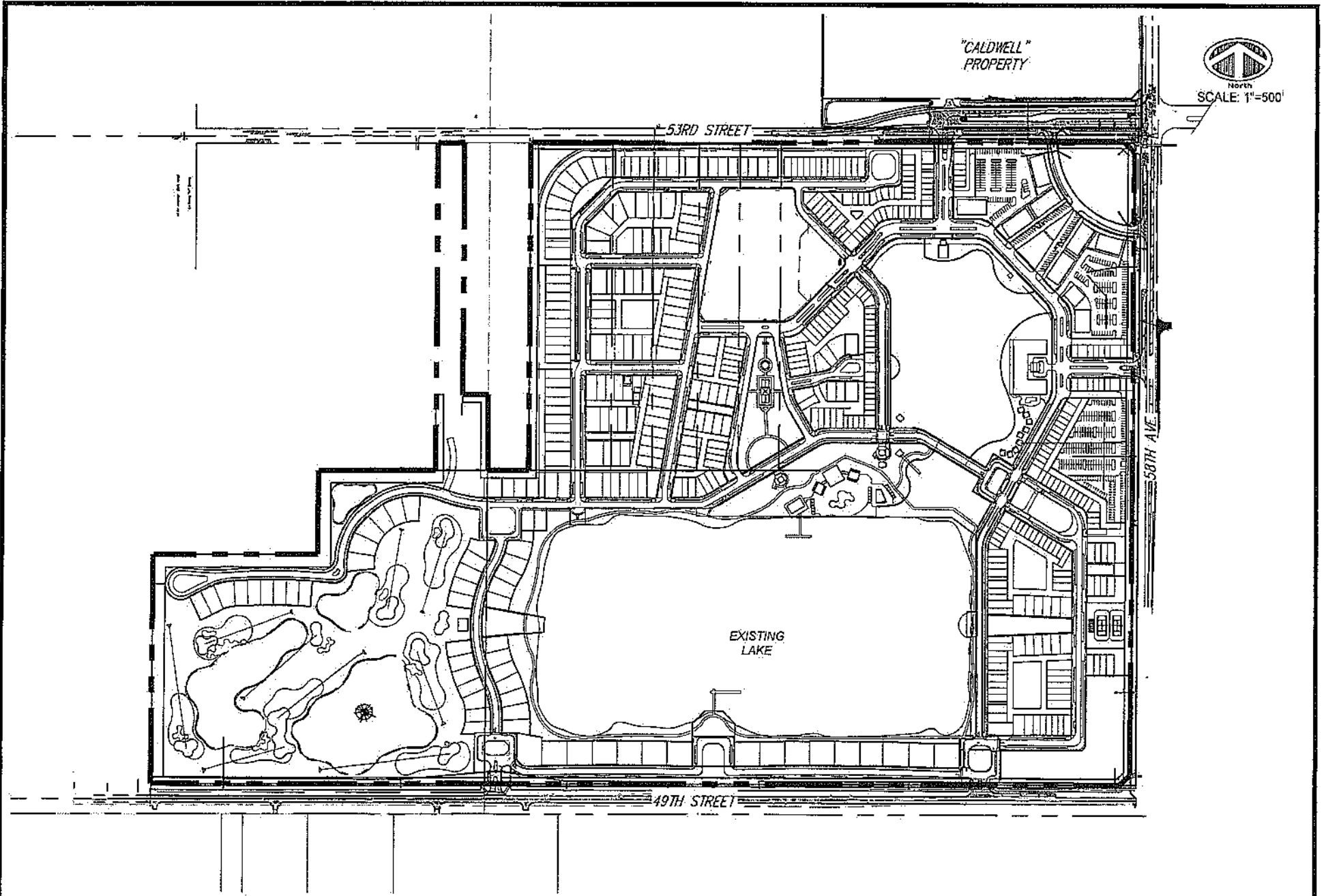
**PARCEL "C"**

A PORTION OF LAND LYING IN SECTION 20, TOWNSHIP 32 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

TRACT 6 LESS THE NORTH 5 ACRES OF TRACT 6, SECTION 20, TOWNSHIP 32 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA.

LESS AND EXCEPT ROAD RIGHTS OF WAY  
SAID PARCEL CONTAINING 34.52 ACRES, MORE OR LESS.

OVERALL PARCEL CONTAINS 186.32 ACRES, MORE OR LESS.



"CALDWELL"  
PROPERTY



SCALE: 1"=500'

53RD STREET

58TH AVE

EXISTING  
LAKE

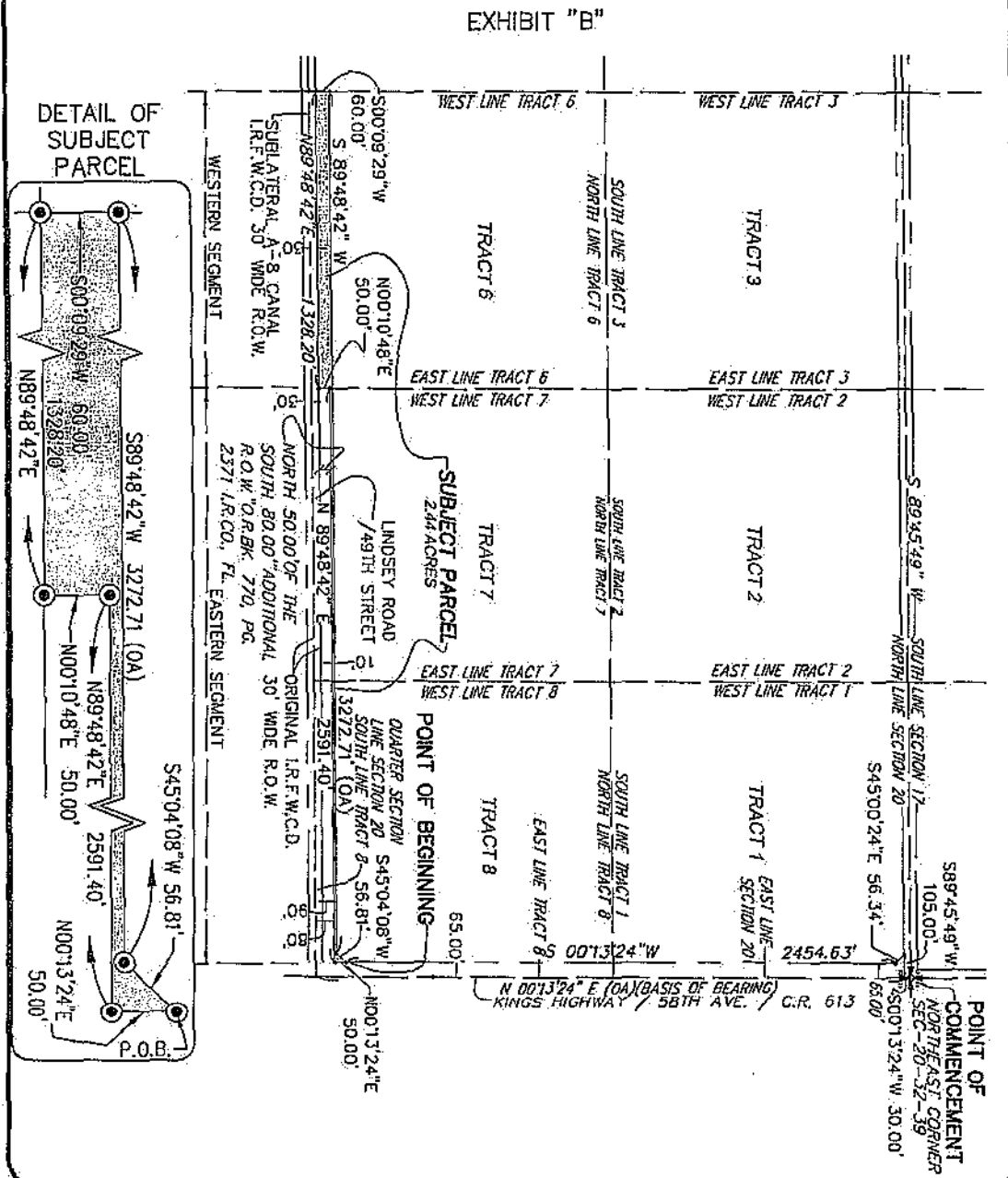
49TH STREET

2 OF 2  
SCALE 1:500

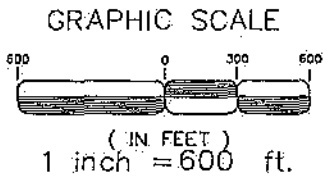
**EXHIBIT 'A'**  
**"PROVIDENCE POINTE"**

**SCHULKE, BITTLE & STODDARD, L.L.C.**  
 CIVIL & STRUCTURAL ENGINEERING • LAND PLANNING • ENVIRONMENTAL PERMITTING  
 CERTIFICATION OF AUTHORIZATION NO.: 00008668  
 1717 INDIAN RIVER BLVD., SUITE 201 VERO BEACH, FLORIDA 32960  
 TEL 772/770-9622 FAX 772/770-9496 EMAIL info@sbsengineers.com

# SKETCH OF LEGAL DESCRIPTION (NOT A SURVEY)



SKETCH OF DESCRIPTION



SKETCH OF LEGAL DESCRIPTION  
NOT A BOUNDARY SURVEY

PLAT OF SURVEY FOR: INDIAN RIVER COUNTY

PROJ. NO. 12-029-PP-ROW DATE: 08-27-14  
DWN. BY: C.H.B.  
CKD. BY: S.P.T.

THIS PLAT AND REPORT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA REGISTERED SURVEYOR AND MAPPER NAMED HEREON WHICH SIGNATURE AND SEAL MAY BE FOUND AT THE END OF THE ATTACHED REPORT. THE PLAT AND REPORT ARE NOT FULL AND COMPLETE WITHOUT ONE ANOTHER.



**MERIDIAN**  
LAND SURVEYORS  
1717 INDIAN RIVER BLVD, SUITE 201  
VERO BEACH, FL 32960 LBH6995  
PHONE: 772-794-1213, FAX: 772-794-1096  
E-MAIL: LBH695@BELLSOUTH.NET



*SKETCH OF LEGAL DESCRIPTION*  
(NOT A SURVEY)

Report of Survey: (Project # 12-029-PP-ROW)

- \* TYPE OF SURVEY: SKETCH OF DESCRIPTION - NOT A FIELD BOUNDARY SURVEY
- \* THIS SURVEY PERFORMED BY:  
HOUSTON, SCHULKE, BITTLE & STODDARD, INC. L.B.#6905  
d.b.a. MERIDIAN LAND SURVEYORS  
1717 INDIAN RIVER BOULEVARD, SUITE 201  
VERO BEACH, FLORIDA 32960
- \* PROFESSIONAL SURVEYOR & MAPPER IN RESPONSIBLE CHARGE:  
CHARLES H. BLANCHARD, P.S.M. #5755

EXHIBIT "B"

Legal Description:

A PORTION OF SECTION 20, TOWNSHIP 32 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 32 SOUTH, RANGE 39 EAST; THENCE RUN S 00°13'24"W (BASIS OF BEARINGS) ALONG THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 30.00 FEET; THENCE RUN S 89°45'49"W, A DISTANCE OF 105.00 FEET; THENCE RUN S 45°00'24"E, A DISTANCE OF 56.34 FEET TO A POINT BEING 65.00 FEET WEST OF THE AFORESAID EAST LINE OF SECTION 20; THENCE RUN S 00°13'24"W, A DISTANCE OF 2454.63 FEET ALONG A LINE BEING 65.00 FEET WEST OF AND PARALLEL WITH THE SAID EAST LINE OF SECTION 20 TO THE POINT OF BEGINNING; THENCE RUN S 45°04'08"W, A DISTANCE OF 56.81 FEET TO A POINT BEING 90.00 FEET NORTH OF THE QUARTER SECTION LINE OF SAID SECTION 20; THENCE RUN S 89°48'42"W ALONG A LINE 90.00 FEET NORTH OF AND PARALLEL WITH SAID QUARTER SECTION LINE, A DISTANCE OF 3272.71 FEET TO THE WEST LINE OF TRACT 6, SECTION 20-32-39; THENCE RUN S 00°09'28"W ALONG SAID WEST LINE OF TRACT 6, A DISTANCE OF 60.00 FEET TO A POINT BEING 30.00 FEET NORTH OF THE QUARTER SECTION LINE OF SAID SECTION 20; THENCE LEAVING SAID WEST LINE OF TRACT 6, RUN N 89°48'42"E ALONG A LINE BEING 30.00 FEET NORTH OF AND PARALLEL WITH THE QUARTER SECTION LINE OF SAID SECTION 20, A DISTANCE OF 1328.20 FEET; THENCE RUN N 00°10'48"E, A DISTANCE OF 50.00 FEET TO A POINT BEING 80.00 FEET NORTH OF SAID QUARTER SECTION LINE OF SECTION 20; THENCE RUN N 89°48'42"E ALONG A LINE BEING 80.00 FEET NORTH OF AND PARALLEL WITH SAID QUARTER SECTION LINE OF SECTION 20, A DISTANCE OF 2597.40 FEET; THENCE RUN N 00°13'24"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2.44 ACRES MORE OR LESS.

Legend & Abbreviations: (symbols not scaleable for size)

PLS - PROFESSIONAL LAND SURVEYOR	CR - COUNTY ROAD
PSM - PROFESSIONAL SURVEYOR & MAPPER	R/W - RIGHT OF WAY
LB - LAND SURVEYING BUSINESS	O.R.B. - OFFICIAL RECORD BOOK
C - CENTERLINE	P.O.C. - POINT OF COMMENCEMENT
(M) - MEASURED VALUE	P.O.B. - POINT OF BEGINNING
(P) - PLAT VALUE	

SKETCH OF DESCRIPTION

*SKETCH OF LEGAL DESCRIPTION*  
NOT A BOUNDARY SURVEY


PLAT OF SURVEY FOR: INDIAN RIVER COUNTY



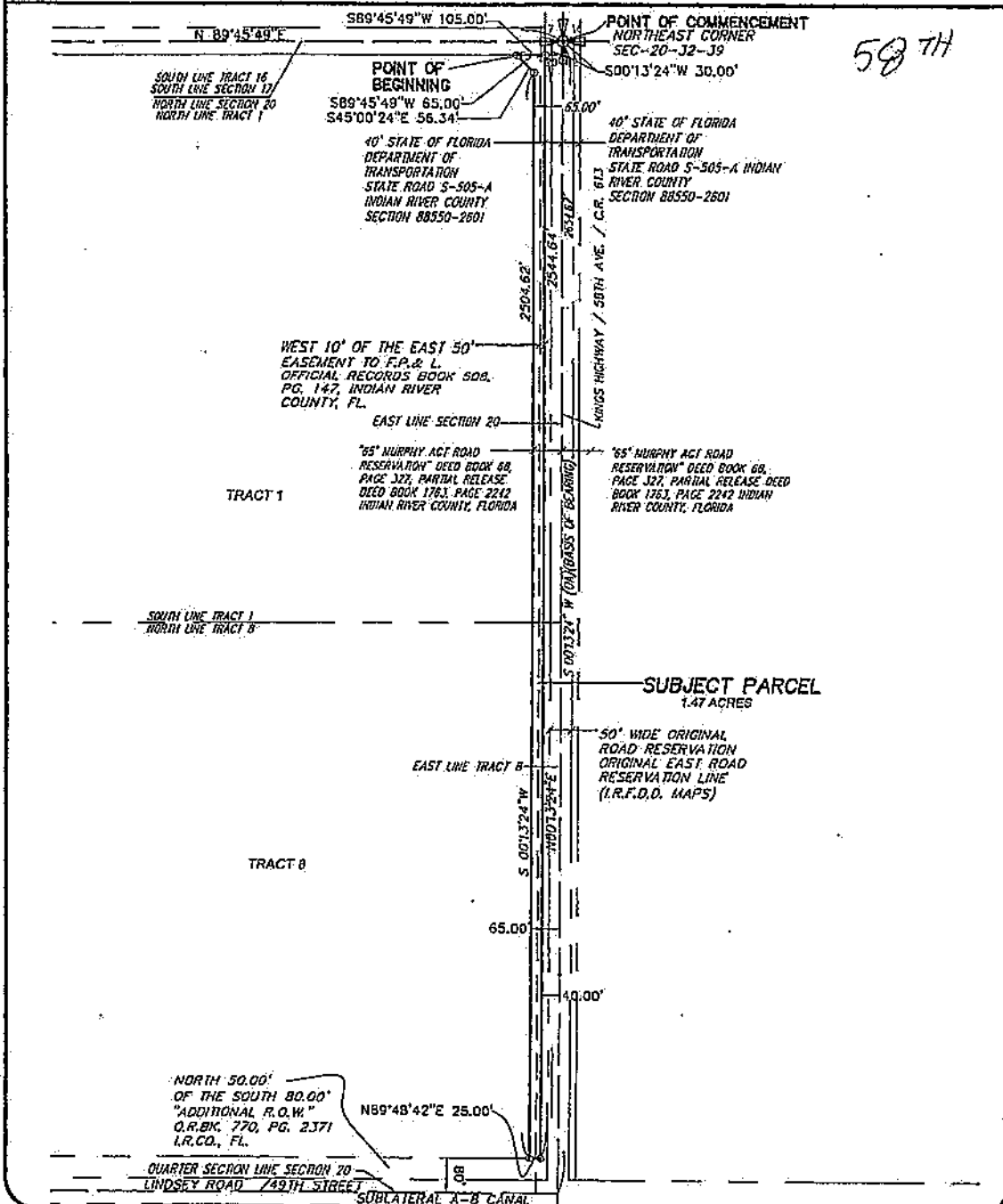
**MERIDIAN**  
LAND SURVEYORS  
1717 INDIAN RIVER BLVD, SUITE 201  
VERO BEACH, FL. 32960 LB#6905  
PHONE: 772-794-1213, FAX: 772-794-1096  
E-MAIL: LB6905@BELLSOUTH.NET



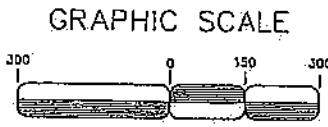
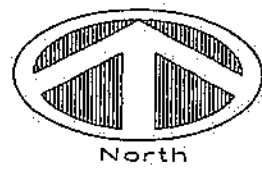
THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NAMED BELOW.

  
9-25-14  
CHARLES H. BLANCHARD, P.S.M. #5755

# SKETCH OF LEGAL DESCRIPTION (NOT A SURVEY)



SKETCH OF DESCRIPTION



SKETCH OF LEGAL DESCRIPTION  
NOT A BOUNDARY SURVEY

PLAT OF SURVEY FOR: INDIAN RIVER COUNTY

PROJ. NO. 12-029-58TH-ROW DATE: 08-27-14  
DWN. BY: C.H.B.  
CKD. BY: S.P.T.

THIS PLAT AND REPORT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA REGISTERED SURVEYOR AND MAPPER NAMED HEREON WHICH SIGNATURE AND SEAL MAY BE FOUND AT THE END OF THE ATTACHED REPORT. THE PLAT AND REPORT ARE NOT FULL AND COMPLETE WITHOUT ONE ANOTHER.



**MERIDIAN**  
LAND SURVEYORS  
1717 INDIAN RIVER BLVD, SUITE 201  
VERO BEACH, FL 32960 LD66005  
PHONE: 772-794-1213, FAX: 772-794-1036  
E-MAIL: LB6905@DELLSOUTH.NET



# SKETCH OF LEGAL DESCRIPTION

## (NOT A SURVEY)

Report of Survey: (Project # 12-029-58TH-ROW)

- \* TYPE OF SURVEY: SKETCH OF DESCRIPTION - NOT A FIELD BOUNDARY SURVEY
- \* THIS SURVEY PERFORMED BY:  
 HOUSTON, SCHULKE, BITTLE & STODDARD, INC. L.B.#6905  
 d.b.a. MERIDIAN LAND SURVEYORS  
 1717 INDIAN RIVER BOULEVARD, SUITE 201  
 VERO BEACH, FLORIDA 32960
- \* PROFESSIONAL SURVEYOR & MAPPER IN RESPONSIBLE CHARGE:  
 CHARLES H. BLANCHARD, P.S.M. #5755

**Legal Description:**

A PORTION OF SECTION 20, TOWNSHIP 32 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 32 SOUTH, RANGE 39 EAST; THENCE RUN S 00°13'24"W (BASIS OF BEARINGS) ALONG THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 30.00 FEET; THENCE RUN S 89°45'49"W, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING; THENCE RUN S 45°00'24"E, A DISTANCE OF 56.34 FEET TO A POINT BEING 65.00 FEET WEST OF THE AFORESAID EAST LINE OF SECTION 20; THENCE RUN S 00°13'24"W, A DISTANCE OF 2504.62 FEET ALONG A LINE BEING 65.00 FEET WEST OF AND PARALLEL WITH THE SAID EAST LINE OF SECTION 20; THENCE RUN N89°48'42"E, A DISTANCE OF 25.00 FEET TO A POINT BEING 40.00 FEET WEST OF THE EAST LINE OF SAID SECTION 20; THENCE RUN N 00°13'24"E ALONG A LINE BEING 40.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF SECTION 20, A DISTANCE OF 2544.64 FEET TO A POINT BEING 30.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 20; THENCE RUN S 89°45'49"W ALONG A LINE BEING 30.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1.48 ACRES MORE OR LESS.

**Legend & Abbreviations: (symbols not scaleable for size)**

- |                                      |                                |
|--------------------------------------|--------------------------------|
| PLS - PROFESSIONAL LAND SURVEYOR     | CR - COUNTY ROAD               |
| PSM - PROFESSIONAL SURVEYOR & MAPPER | R/W - RIGHT OF WAY             |
| LB - LAND SURVEYING BUSINESS         | O.R.B. - OFFICIAL RECORD BOOK  |
| C - CENTERLINE                       | P.O.C. - POINT OF COMMENCEMENT |
| (M) - MEASURED VALUE                 | P.O.B. - POINT OF BEGINNING    |
| (P) - PLAT VALUE                     |                                |

SKETCH OF DESCRIPTION

SKETCH OF LEGAL DESCRIPTION  
NOT A BOUNDARY SURVEY

PLAT OF SURVEY FOR: INDIAN RIVER COUNTY



**MERIDIAN**  
 LAND SURVEYORS  
 1717 INDIAN RIVER BLVD, SUITE 201  
 VERO BEACH, FL. 32960 LB#6905  
 PHONE: 772-794-1213, FAX: 772-794-1096  
 E-MAIL: LB6905@BELLSOUTH.NET



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CHARLES H. BLANCHARD, P.S.M. #5755