

Prepared by and after recording return to:

[_____
[_____
[_____
[_____]

STATE OF FLORIDA)
)
COUNTY OF INDIAN RIVER)

THIS SITE ACCESS AGREEMENT (“Access Agreement”) is made effective as of the ____ day of _____, 2022 (the “Effective Date”), by and between INDIAN RIVER SUSTAINABILITY CENTER, LLC (“Operator”), and INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT, a special dependent district of Indian River County, Florida (“District”). Operator and District are referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, Operator and District entered into that certain Wastewater Treatment Agreement, dated as of July 13, 2021 (as such may be further amended or assigned from time-to-time, collectively, the “Treatment Agreement”), pursuant to which Operator is authorized to install, operate, maintain, repair, replace and remove a 30,000 gallons-per-day wastewater evaporation plant featuring a Type 3 LM-HT® Heartland Concentrator™ System (collectively, the “Project”) located on certain real property, improvements and appurtenances as more particularly described on Exhibit “A” attached hereto and by reference incorporated herein (the “Premises”).

WHEREAS, pursuant to the terms of the Treatment Agreement, the Operator will process (by evaporation) the District’s wastewater at the Project for the term of the Treatment Agreement, provided that the District provides sufficient quantities of wastewater and other required inputs as required in the Treatment Agreement, which items include, without limitation, access to the Premises.

WHEREAS, District desires to grant access to the Premises to Operator in order to allow Operator to perform its duties and obligations under the Treatment Agreement.

NOW, THEREFORE, in consideration of good and valuable considerations, including, without limitation, and where applicable, each Party’s respective duties and obligations under the Treatment Agreement, the Parties agree as follows:

1. Grant and Term. From and after the Effective Date, and continuing until the earlier of the termination of the Treatment Agreement but not later than twenty (20) years from the Commercial Operation Date of the Project as defined in the Treatment Agreement, District grants to Operator the right to access and to conduct all activities

necessary to perform its obligations and to enjoy any rights it may have under the Treatment Agreement, including but not limited to the operation, maintenance, service, repair and removal of the Project in accordance with the terms and provisions of the Treatment Agreement, including, without limitation, access from 6:00AM to 6:00PM daily and off-hours with adherence to the District's site access protocols.

2. Consideration. In consideration of the right to access and use the Premises, Operator shall pay to the District the sum of \$1.00.

3. Indemnification. In addition to any other obligations that Operator has under the Treatment Agreement, Operator hereby agrees to protect, indemnify, defend and hold harmless District, along with its employees, tenants, invitees, contractors, lenders and agents from any and all claims, losses, damages, expenses, liabilities, demands and causes of action arising from, caused by, related to or involving (i) the entry onto or use of the Premises by Operator, or by the Operator's contractors, agents and/or consultants ("Operator's Consultants"), including, but not limited to, performance of construction or maintenance work relating to the Project, or (ii) any acts, omissions or negligence of Operator or Operator's Consultants.

4. No Modification. Nothing herein shall be deemed to modify or amend the terms and provisions of the Treatment Agreement or limit any party's duties, obligations, rights and interests thereunder.

5. Assignment. The District shall not assign any of its rights or obligations hereunder without the prior written consent of the Operator. The Operator may assign (including any collateral assignment) any of its rights and obligations hereunder to any lender providing financing for the benefit of the Operator.

6. Severability. If any provision of this Access Agreement is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Access Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provision with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provision. The invalidity of a provision of this Access Agreement in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7. Counterparts. This Access Agreement may be executed by the Parties and transmitted electronically or by facsimile in as many counterparts as the Parties may deem necessary and convenient, and all such counterparts taken together shall constitute but one and the same instrument.

8. Entire Agreement. This Access Agreement contains the entire understanding and agreement of the Parties with respect to its subject matter, and supersede any prior understandings or agreements, whether written, oral or otherwise.

9. Governing Law. This Access Agreement shall be governed by the laws of the State of Florida, without regard to the conflicts of law principles that would result in

the application of any law other than the law of the State of Florida. THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE NONEXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT IN FLORIDA WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ACCESS AGREEMENT. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATING TO A DISPUTE AND FOR ANY COUNTERCLAIM WITH RESPECT THERETO.

[SEPARATE SIGNATURE PAGES ATTACHED]

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the day and year first above written.

ATTEST: Jeffrey R. Smith, Clerk

**INDIAN RIVER COUNTY SOLID
WASTE DISPOSAL DISTRICT**

By: _____
Deputy Clerk

By: _____
Peter D. O'Bryan, Chairman

District Approved: _____

APPROVED:

By: _____
Jason E. Brown
County Administrator

**APPROVED AS TO LEGAL
FORM AND SUFFICIENCY:**

By: _____
Dylan Reingold
County Attorney

[Executions Continued on Following Page]

INDIAN RIVER SUSTAINABILITY CENTER, LLC

WITNESSES:

By: Heartland Water Technology, Inc.,
its Managing Member

Name: Susan C. Portin
Title: EVP, Business and Legal Affairs

Date: _____

APPROVED:

By: _____
Name: Alain Castro
Title: Managing Partner, Proximo Energy
Managing Partner, Indian River Eco District

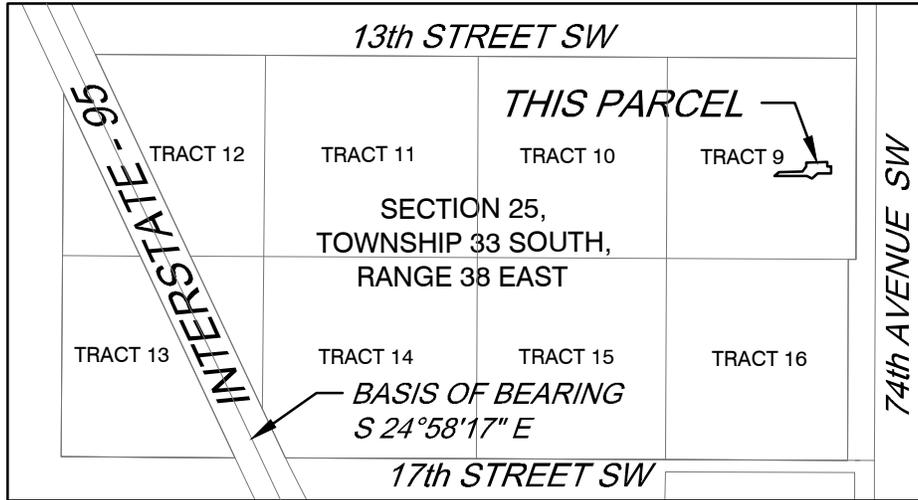
Date: _____

Exhibit “A”

The “Premises”

SKETCH AND DESCRIPTION

LEASE PREMISE PARCEL



VICINITY MAP

NOT TO SCALE

NOTES:

1. BEARING SHOWN HEREON ARE BASED ON FOUND MONUMENTS FOR THE NORTH LINE OF TRACT 12 AND TRACT 11, AS MEASURED, BEARING SOUTH 89°41'37" EAST.
2. THIS SKETCH AND DESCRIPTION CONSISTS OF 3 SHEETS, AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO EACH OTHER.
3. THIS SKETCH AND DESCRIPTION WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, NO INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WAS PROVIDED TO OR PURSUED BY THE UNDERSIGNED. ENCUMBRANCES OTHER THAN SHOWN HEREON MAY EXIST. THIS DOCUMENT IS SUBJECT TO PERTINENT EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD, IF ANY. ENCUMBRANCES OTHER THAN SHOWN HEREON MAY EXIST.
4. THIS SKETCH AND DESCRIPTION IS IN DRAFT FORM TO SUBMIT TO OBTAIN A TITLE REPORT AND/OR TITLE COMMITMENT ONLY. CARSON ENVIRONMENTAL CONSULTANTS, PC. WILL REVISE AND FINALIZE THIS SKETCH AND DESCRIPTION AFTER RECEIPT OF THE TITLE REPORT AND AFTER COMPLETION OF A PARTIAL BOUNDARY SURVEY OF THE OWNERS PARCEL.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17.051 AND 5J-17.052, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION FROM NOVEMBER 2021.

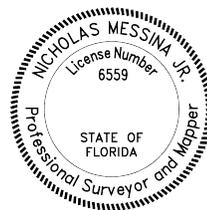
DATE OF LAST FIELD WORK NOVEMBER 3, 2021.

FIELDBOOK: IRC, PGS 1 - 3

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY NICHOLAS MESSINA JR., PSM#6559. ON THE DATE ADJACENT TO THE SEAL.

THIS SURVEY MAP OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



Digitally signed by
Nicholas Messina Jr., PSM
 Date: 2022.04.06
 20:21:55-04'00'

NICHOLAS MESSINA JR., FOR THE FIRM
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO 6559
 CARLSON ENVIRONMENTAL CONSULTANTS, PC
 LICENSED BUSINESS NUMBER #8396

UPDATES and/or REVISIONS <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 15%;"> </td><td style="width: 15%;"> </td><td style="width: 15%;"> </td><td style="width: 15%;"> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>																					DATE BY CKD	PROJECT: <p style="text-align: center;">LEASE PREMISE PARCEL FOR INDIAN RIVER COUNTY LANDFILL EVAPORATOR SITE</p> CLIENT: <p style="text-align: center;">HEARTLAND WATER TECHNOLOGY</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3" style="text-align: center;">CARLSON ENVIRONMENTAL CONSULTANTS, PC</td> </tr> <tr> <td colspan="3" style="font-size: small;"> 305 SOUTH MAIN STREET (704) 283-9765 MONROE, NORTH CAROLINA 28112 FAX (704) 283-9755 </td> </tr> <tr> <td style="font-size: small;">CEC LB# 8396</td> <td style="font-size: small;">SCALE: 1" = 60'</td> <td style="font-size: small;">PROJECT NO.: 208.04.11</td> </tr> <tr> <td colspan="3" style="text-align: center;">CEC</td> </tr> <tr> <td colspan="3" style="font-size: small;">WWW.CECENV.COM</td> </tr> <tr> <td colspan="3" style="font-size: small;">DWG: IRC-SD-Lease-Revised</td> </tr> <tr> <td colspan="3" style="font-size: small;">DATE: FEB 11, 2022</td> </tr> <tr> <td colspan="3" style="font-size: small;">SHEET NO.: 1 OF 3</td> </tr> </table>	CARLSON ENVIRONMENTAL CONSULTANTS, PC			305 SOUTH MAIN STREET (704) 283-9765 MONROE, NORTH CAROLINA 28112 FAX (704) 283-9755			CEC LB# 8396	SCALE: 1" = 60'	PROJECT NO.: 208.04.11	CEC			WWW.CECENV.COM			DWG: IRC-SD-Lease-Revised			DATE: FEB 11, 2022			SHEET NO.: 1 OF 3		
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SHEET NO.: 1 OF 3																																															

SKETCH AND DESCRIPTION

LEASE PREMISE PARCEL

DESCRIPTION:

A PORTION OF TRACT 9, SECTION 25, TOWNSHIP 33 SOUTH, RANGE 38 EAST, ACCORDING TO THE LAST GENERAL PLAT OF THE LANDS OF THE INDIAN RIVER FARMS COMPANY RECORDED IN PLAT BOOK 2, PAGE 25 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA NOW LYING IN INDIAN RIVER COUNTY, FLORIDA.

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 9; THENCE NORTH 89°43'10" WEST, ALONG THE NORTH LINE OF SAID TRACT 9, A DISTANCE OF 80.00 FEET; THENCE SOUTH 00°14'46" WEST, ALONG THE WEST RIGHT-OF-WAY OF 74TH/ AVENUE, AS RECORDED IN OFFICIAL RECORDS BOOK 1310 PAGE 1368, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, A DISTANCE OF 773.09 FEET; THENCE WEST, A DISTANCE OF 87.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WEST, A DISTANCE OF 77.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 56°14'23", FOR AN ARC LENGTH OF 24.54 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 51.00 FEET, A CENTRAL ANGLE OF 40°00'01", FOR ARC LENGTH OF 35.60 FEET; THENCE NORTH 60°48'56" WEST, ALONG A LINE NON-TANGENT FROM THE LAST DESCRIBED CURVE, A DISTANCE OF 44.56 FEET; THENCE WEST, A DISTANCE OF 212.02 FEET; THENCE NORTH 50°16'09" EAST, A DISTANCE OF 37.55 FEET; THENCE EAST, A DISTANCE OF 156.25 FEET; THENCE NORTH 36°35'28" EAST, A DISTANCE OF 12.45 FEET; THENCE NORTH, A DISTANCE OF 22.65 FEET; THENCE EAST, A DISTANCE OF 19.75 FEET; THENCE NORTH, A DISTANCE OF 29.35 FEET; THENCE EAST, A DISTANCE OF 142.25 FEET; THENCE SOUTH, A DISTANCE OF 27.00 FEET; THENCE EAST, A DISTANCE OF 22.50 FEET; THENCE SOUTH, A DISTANCE OF 49.00 FEET TO THE POINT OF BEGINNING;

SAID LANDS SITUATE IN CITY OF VERO BEACH, INDIAN RIVER COUNTY, FLORIDA. CONTAINING 18,896 SQUARE FEET OR 0.434 ACRES, MORE OR LESS.

UPDATES and/or REVISIONS 	DATE 	BY 	CKD 	PROJECT: <p style="text-align: center;">LEASE PREMISE PARCEL FOR INDIAN RIVER COUNTY LANDFILL EVAPORATOR SITE</p>	CARLSON ENVIRONMENTAL CONSULTANTS, PC <small>305 SOUTH MAIN STREET MONROE, NORTH CAROLINA 28112</small>	<small>(704) 283-9765 FAX (704) 283-9755</small>
				CLIENT: <p style="text-align: center;">HEARTLAND WATER TECHNOLOGY</p>	CEC LB# 8396 SCALE: 1" = 60'	PROJECT NO.: 208.04.11 DWG: IRC-SD-Lease-Revised DATE: FEB 11, 2022 SHEET NO.: <u>2</u> OF <u>3</u>



SKETCH AND DESCRIPTION

SCALE: 1" = 80'



LEGEND:

- D.B. DEED BOOK
- P.B. PLAT BOOK
- I.R. IRON ROD
- I.R.C.R. INDIAN RIVER COUNTY RECORDS
- LB# LICENSED BUSINESS NUMBER
- O.R.B. OFFICIAL RECORDS BOOK
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R/W RIGHT-OF-WAY
- S.L.C.R. ST LUCIE COUNTY RECORDS

LEASE PREMISE PARCEL

N. LINE, TRACT 9

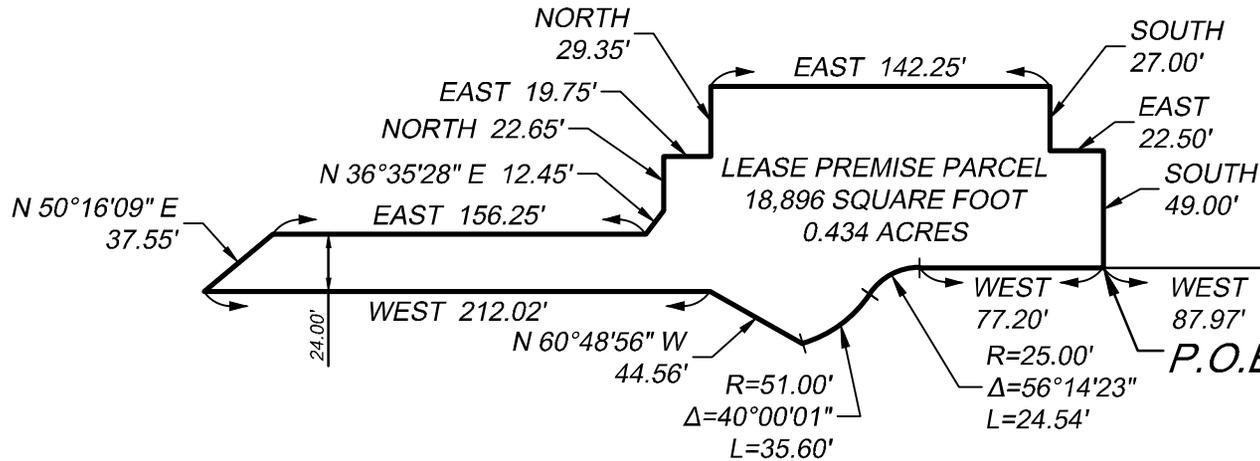
INDIAN RIVER FARMS DRAINAGE DISTRICT
LATERAL CANAL C-5
60' RESERVED FOR ROAD AND CANAL

P.O.C.
NE CORNER, TRACT 9.

80.00'
N 89°43'10" W

TRACT 9
SECTION 25,
TOWNSHIP 33 SOUTH,
RANGE 38 EAST
(P.B. 2, PG 25, S.L.C.R.)
(O.R.B. 522, PG 726, I.R.C.R.)

Parcel ID: 33382500001009000001.0
OWNER: INDIAN RIVER COUNTY
Address: 1325 74TH AV SW, VERO BEACH, FL



S 0°14'46" W 773.09'

W. RW LINE

50.00' ADDITIONAL R/W
DEDICATED TO INDIAN RIVER COUNTY
(O.R.B. 1310, PG. 1368, I.R.C.R.)

30' RW FOR PUBLIC ROADS
(D.B. 110, PG 57, IRCR)

E. LINE, TRACT 9

CENTERLINE OF 74TH AVENUE

E. LINE, SECTION 25-33-38

LATERL "C" CANAL
100' RIGHT-OF-WAY

E. 1/4 CORNER
SECTION 25-33-38

S. LINE, TRACT 9

N. LINE, TRACT 16

TRACT 16

UPDATES and/or REVISIONS	DATE	BY	OKD
PROJECT:	LEASE PREMISE PARCEL FOR INDIAN RIVER COUNTY LANDFILL EVAPORATOR SITE		
CLIENT:	HEARTLAND WATER TECHNOLOGY		
PROJECT NO.:	208.04.11		
DWG.:	IRC-SD-Lease-Revise		
DATE:	FEB 11, 2022		
SHEET NO.:	3 OF 3		
PROJECT NO.:	208.04.11		
DWG.:	IRC-SD-Lease-Revise		
DATE:	FEB 11, 2022		
SHEET NO.:	3 OF 3		

CARLSON ENVIRONMENTAL CONSULTANTS, PC
305 SOUTH MAIN STREET
MONROE, NORTH CAROLINA 28112
CEC LB# 8986 SCALE: 1" = 80'

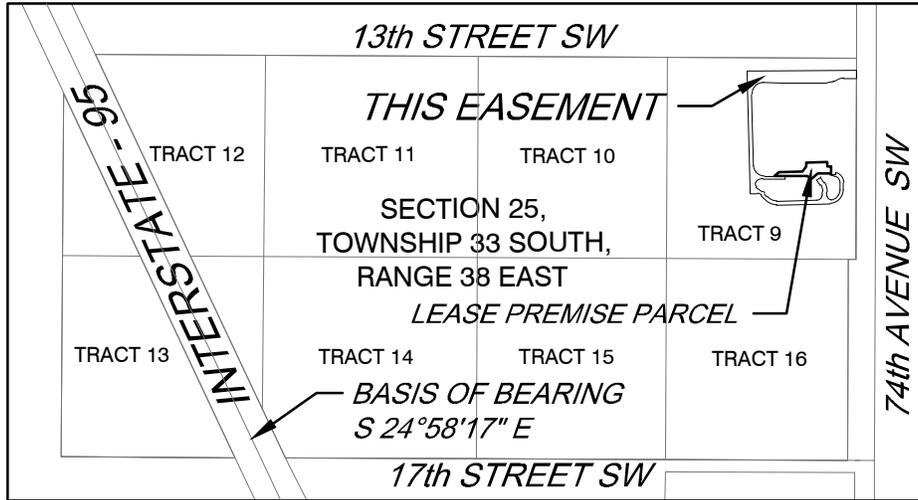


WWW.CECENV.COM

(704) 283-9765
FAX (704) 283-9755

SKETCH AND DESCRIPTION

ACCESS EASEMENT



VICINITY MAP

NOT TO SCALE

NOTES:

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DATE OF LAST FIELD WORK FEBRUARY 17, 2022.

FIELDBOOK: IRC, PGS 1 - 3

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY NICHOLAS MESSINA JR., PSM#6559. ON THE DATE ADJACENT TO THE SEAL.

THIS SURVEY MAP OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



Digitally signed by
Nicholas Messina Jr., PSM
 Date: 2022.04.14
 16:09:34-04'00'

NICHOLAS MESSINA JR., FOR THE FIRM
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO 6559
 CARLSON ENVIRONMENTAL CONSULTANTS, PC
 LICENSED BUSINESS NUMBER #8396

UPDATES and/or REVISIONS	DATE	BY	CKD	PROJECT:	CARLSON ENVIRONMENTAL CONSULTANTS, PC
REVISED PER TITLE REPORT AND SURVEY	3/18/22	NM	LW	ACCESS EASEMENT FOR LEASE PREMISE INDIAN RIVER COUNTY LANDFILL EVAPORATOR SITE	305 SOUTH MAIN STREET (704) 283-9765 MONROE, NORTH CAROLINA 28112 FAX (704) 283-9755
				CLIENT:	CEC LB# 8396 SCALE: N/A PROJECT NO.: 208.04.11
				HEARTLAND WATER TECHNOLOGY	DWG: IRC-SD-Access Easement
					DATE: FEB 26, 2022
					SHEET NO.: <u>1</u> OF <u>8</u>

SKETCH AND DESCRIPTION

ACCESS EASEMENT

DESCRIPTION: ACCESS EASEMENT

A PORTION OF TRACT 9, SECTION 25, TOWNSHIP 33 SOUTH, RANGE 38 EAST, ACCORDING TO THE LAST GENERAL PLAT OF THE LANDS OF THE INDIAN RIVER FARMS COMPANY RECORDED IN PLAT BOOK 2, PAGE 25 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA NOW LYING IN INDIAN RIVER COUNTY, FLORIDA.

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 9; THENCE NORTH 89°43'10" WEST, ALONG THE NORTH LINE OF SAID TRACT 9, A DISTANCE OF 80.00 FEET; THENCE SOUTH 00°14'46" WEST, ALONG THE WEST RIGHT-OF-WAY OF 74TH AVENUE, AS RECORDED IN OFFICIAL RECORDS BOOK 1310 PAGE 1368, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, A DISTANCE OF 81.71 FEET TO THE POINT OF BEGINNING #1; THENCE CONTINUE SOUTH 00°14'46" WEST, A DISTANCE OF 53.00 FEET; THENCE SOUTH 89°50'00" WEST, A DISTANCE OF 37.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY. THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 100.00 FEET; A CENTRAL ANGLE OF 24°19'24", FOR AN ARC LENGTH OF 42.45 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 65°30'36" WEST, A DISTANCE OF 28.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY. THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 100.00 FEET; A CENTRAL ANGLE OF 24°19'24", FOR AN ARC LENGTH OF 42.45 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°50'00" WEST, A DISTANCE OF 306.66 FEET; THENCE NORTH 87°28'55" WEST, A DISTANCE OF 115.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY. THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 75.00 FEET; A CENTRAL ANGLE OF 93°38'55", FOR AN ARC LENGTH OF 122.59 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01°07'49" EAST, A DISTANCE OF 472.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY. THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 75.00 FEET; A CENTRAL ANGLE OF 88°52'12", FOR AN ARC LENGTH OF 116.33 FEET TO THE POINT OF TANGENCY; THENCE EAST, A DISTANCE OF 135.00 FEET; THE LAST DESCRIBED COURSE BEING ALONG THE SOUTH LINE OF A LEASE PREMISE PARCEL AND A WESTERLY EXTENSION THEREOF; THENCE SOUTH, A DISTANCE OF 15.00 FEET; THENCE WEST, A DISTANCE OF 146.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY. THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 75.00 FEET; A CENTRAL ANGLE OF 35°19'19", FOR AN ARC LENGTH OF 46.24 FEET TO THE POINT COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY. THENCE SOUTHWESTERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET; A CENTRAL ANGLE OF 107°56'08", FOR AN ARC LENGTH OF 47.10 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 52°52'19" EAST, A DISTANCE OF 52.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY. THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 59.00 FEET; A CENTRAL ANGLE OF 14°44'19", FOR AN ARC LENGTH OF 15.18 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 38°08'01" EAST, A DISTANCE OF 28.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY. THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 78.00 FEET; A CENTRAL ANGLE OF 52°59'42", FOR AN ARC LENGTH OF 72.15 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88°52'17" EAST, A DISTANCE OF 268.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY. THENCE EASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 35.00 FEET; A CENTRAL ANGLE OF 88°42'55", FOR AN ARC LENGTH OF 54.19 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°09'22" EAST, A DISTANCE OF 20.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY. THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 85.00 FEET; A CENTRAL ANGLE OF 31°37'27", FOR AN ARC LENGTH OF 46.92 FEET TO THE POINT OF TANGENCY; THENCE NORTH 31°28'05" WEST, ALONG A LINE NON-RADIAL TO THE NEXT DESCRIBED COURSE, A DISTANCE OF 42.67 FEET TO A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT BEARS NORTH 16°14'22" WEST FROM THE LAST DESCRIBED POINT; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTH OF SAID LEASE PREMISE PARCEL, HAVING A RADIUS OF 51.00 FEET, A CENTRAL ANGLE OF 34°13'42", FOR AN ARC LENGTH OF 30.47 FEET; THENCE SOUTH 31°28'05" EAST, ALONG A LINE NON-RADIAL FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 43.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY. THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 115.00 FEET; A CENTRAL ANGLE OF 31°37'27", FOR AN ARC LENGTH OF 63.47 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°09'22" WEST, A DISTANCE OF 28.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY. THENCE SOUTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET; A CENTRAL ANGLE OF 97°52'35", FOR AN ARC LENGTH OF 42.71 FEET TO THE POINT

<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">UPDATES and/or REVISIONS</th> <th style="width: 15%;">DATE</th> <th style="width: 15%;">BY</th> <th style="width: 15%;">CKD</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	UPDATES and/or REVISIONS	DATE	BY	CKD																					<p>PROJECT: ACCESS EASEMENT FOR LEASE PREMISE INDIAN RIVER COUNTY LANDFILL EVAPORATOR SITE</p> <p>CLIENT: HEARTLAND WATER TECHNOLOGY</p>	<p>CARLSON ENVIRONMENTAL CONSULTANTS, PC <small>305 SOUTH MAIN STREET MONROE, NORTH CAROLINA 28112</small> <small>(704) 283-9765 FAX (704) 283-9755</small></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">CEC LB# 8396</td> <td style="width: 25%;">SCALE: N/A</td> <td style="width: 50%;">PROJECT NO.: 208.04.11</td> </tr> <tr> <td colspan="3" style="text-align: center;">CEC WWW.CECENV.COM</td> </tr> <tr> <td colspan="2">DWG: IRC-SD-Access Easement</td> <td>DATE: FEB 26, 2022</td> </tr> <tr> <td colspan="2">SHEET NO.: <u>2</u> OF <u>8</u></td> <td></td> </tr> </table>	CEC LB# 8396	SCALE: N/A	PROJECT NO.: 208.04.11	CEC WWW.CECENV.COM			DWG: IRC-SD-Access Easement		DATE: FEB 26, 2022	SHEET NO.: <u>2</u> OF <u>8</u>		
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SHEET NO.: <u>2</u> OF <u>8</u>																																						

SKETCH AND DESCRIPTION

ACCESS EASEMENT

DESCRIPTION: ACCESS EASEMENT (CONTINUED)

OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 68.00 FEET; A CENTRAL ANGLE OF 82°16'47", FOR AN ARC LENGTH OF 97.65 FEET TO THE POINT OF TANGENCY; THENCE NORTH, A DISTANCE OF 44.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY. THENCE NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 44.00 FEET; A CENTRAL ANGLE OF 70°29'27", FOR AN ARC LENGTH OF 54.13 FEET TO THE POINT OF TANGENCY; THENCE NORTH 70°29'27" WEST, A DISTANCE OF 37.59 FEET; THENCE EAST, A DISTANCE OF 38.94 FEET; THENCE NORTH, A DISTANCE OF 11.66 FEET; THE LAST TWO (2) DESCRIBED COURSE BEING ALONG THE SOUTH LINE AND THE EAST LINE OF SAID LEASE PREMISE PARCEL. THENCE SOUTH 70°29'27" EAST, A DISTANCE OF 4.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY. THENCE SOUTHEASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 68.00 FEET; A CENTRAL ANGLE OF 70°29'27", FOR AN ARC LENGTH OF 83.66 FEET TO THE POINT OF TANGENCY; THENCE SOUTH, A DISTANCE OF 44.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY. THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 92.00 FEET; A CENTRAL ANGLE OF 88°52'17", FOR AN ARC LENGTH OF 142.70 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88°52'17" WEST, A DISTANCE OF 353.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY. THENCE WESTERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 102.00 FEET; A CENTRAL ANGLE OF 52°59'42", FOR AN ARC LENGTH OF 94.34 FEET TO THE POINT OF TANGENCY; THENCE NORTH 38°08'01" WEST, A DISTANCE OF 28.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY. THENCE NORTHWESTERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 35.00 FEET; A CENTRAL ANGLE OF 52°35'02", FOR AN ARC LENGTH OF 32.12 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°16'57" WEST, A DISTANCE OF 45.02 FEET; THENCE NORTH 01°07'49" WEST, A DISTANCE OF 812.98 FEET; THENCE NORTH 89°50'00" EAST, A DISTANCE OF 90.21 FEET TO A POINT, SAID POINT HEREINAFTER TO BE KNOWN AS REFERENCE POINT "A"; THENCE CONTINUE NORTH 89°50'00" EAST, A DISTANCE OF 583.27 FEET TO THE POINT OF BEGINNING #1;

LESS AND EXCEPT:

A PORTION OF TRACT 9, SECTION 25, TOWNSHIP 33 SOUTH, RANGE 38 EAST, ACCORDING TO THE LAST GENERAL PLAT OF THE LANDS OF THE INDIAN RIVER FARMS COMPANY RECORDED IN PLAT BOOK 2, PAGE 25 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA NOW LYING IN INDIAN RIVER COUNTY, FLORIDA.

COMMENCE AT SAID REFERENCE POINT "A". THENCE SOUTH 00°10'00" EAST, A DISTANCE OF 30.81 FEET TO THE POINT OF BEGINNING #2; THENCE NORTH 89°50'00" EAST, A DISTANCE OF 458.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY. THENCE SOUTHEASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 10.00 FEET; A CENTRAL ANGLE OF 109°07'33", FOR AN ARC LENGTH OF 19.05 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY. THENCE SOUTHWESTERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 35.00 FEET; A CENTRAL ANGLE OF 70°52'27", FOR AN ARC LENGTH OF 43.29 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°50'00" WEST, A DISTANCE OF 304.62 FEET; THENCE NORTH 87°28'55" WEST, A DISTANCE OF 131.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY. THENCE NORTHWESTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 15.00 FEET; A CENTRAL ANGLE OF 87°18'55", FOR AN ARC LENGTH OF 22.86 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°10'00" WEST, A DISTANCE OF 0.67 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY. THENCE NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 15.00 FEET; A CENTRAL ANGLE OF 90°00'00", FOR AN ARC LENGTH OF 23.56 FEET TO THE POINT OF BEGINNING #2.

SAID LANDS SITUATE IN CITY OF VERO BEACH, INDIAN RIVER COUNTY, FLORIDA. CONTAINING 83,255 SQUARE FEET OR 1.911 ACRES, MORE OR LESS.

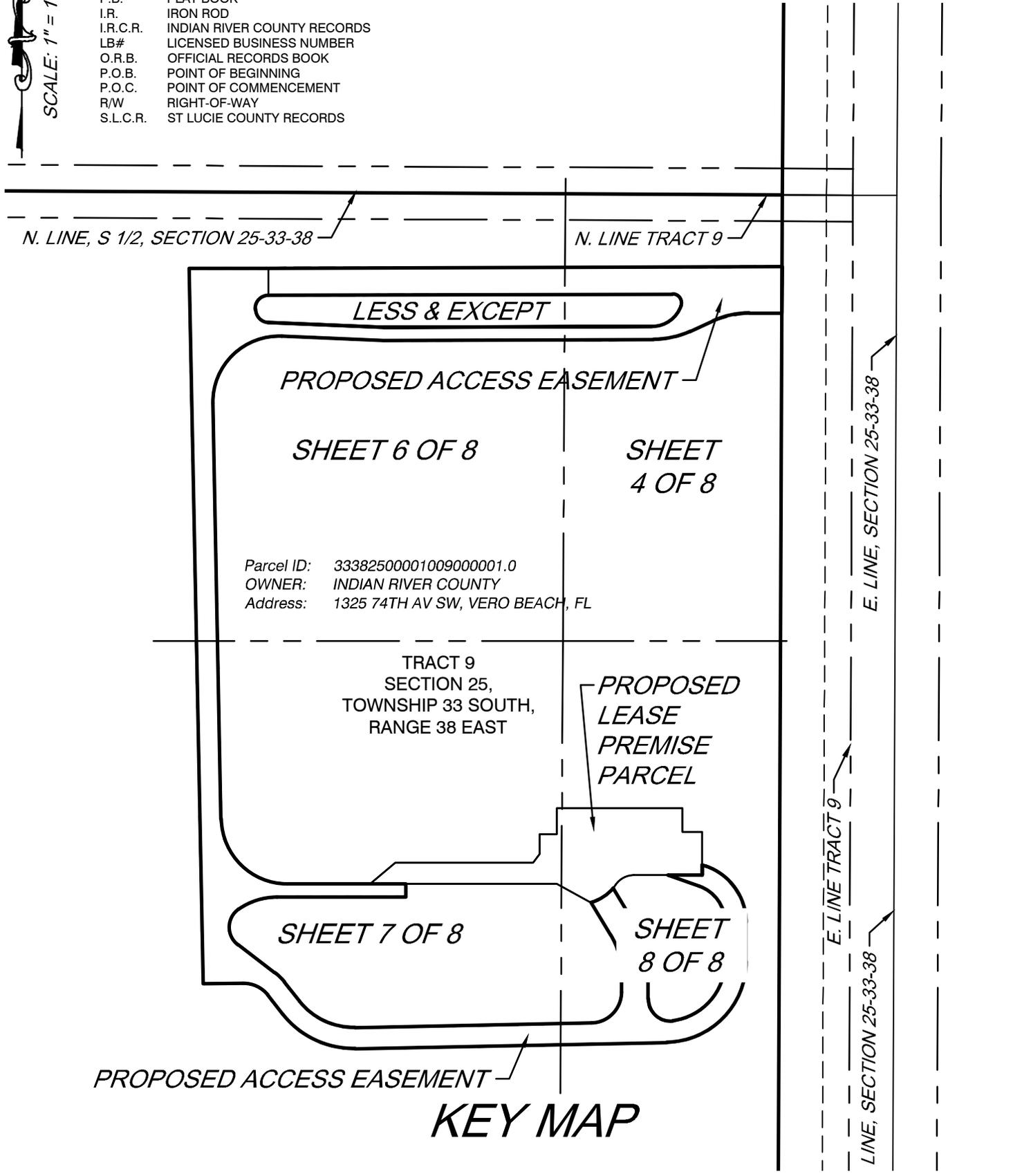
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">UPDATES and/or REVISIONS</th> <th style="width: 10%;">DATE</th> <th style="width: 10%;">BY</th> <th style="width: 10%;">CKD</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	UPDATES and/or REVISIONS	DATE	BY	CKD																					<p>PROJECT: ACCESS EASEMENT FOR LEASE PREMISE INDIAN RIVER COUNTY LANDFILL EVAPORATOR SITE</p> <p>CLIENT: HEARTLAND WATER TECHNOLOGY</p>	<p>CARLSON ENVIRONMENTAL CONSULTANTS, PC <small>305 SOUTH MAIN STREET MONROE, NORTH CAROLINA 28112</small> <small>(704) 283-9765 FAX (704) 283-9755</small></p> <p>CEC LB# 8396 SCALE: N/A PROJECT NO.: 208.04.11</p> <p>CEC WWW.CECENV.COM</p> <p>DWG: IRC-SD-Access Easement DATE: FEB 26, 2022 SHEET NO.: 3 OF 8</p>
UPDATES and/or REVISIONS	DATE	BY	CKD																							

SKETCH AND DESCRIPTION ACCESS EASEMENT

LEGEND:

- D.B. DEED BOOK
- P.B. PLAT BOOK
- I.R. IRON ROD
- I.R.C.R. INDIAN RIVER COUNTY RECORDS
- LB# LICENSED BUSINESS NUMBER
- O.R.B. OFFICIAL RECORDS BOOK
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R/W RIGHT-OF-WAY
- S.L.C.R. ST LUCIE COUNTY RECORDS

SCALE: 1" = 150'



Parcel ID: 33382500001009000001.0
 OWNER: INDIAN RIVER COUNTY
 Address: 1325 74TH AV SW, VERO BEACH, FL

TRACT 9
SECTION 25,
TOWNSHIP 33 SOUTH,
RANGE 38 EAST

KEY MAP

UPDATES and/or REVISIONS	DATE	BY	CKD

PROJECT:
**ACCESS EASEMENT FOR LEASE PREMISE
 INDIAN RIVER COUNTY LANDFILL
 EVAPORATOR SITE**

CLIENT:
 HEARTLAND WATER TECHNOLOGY

CARLSON ENVIRONMENTAL CONSULTANTS, PC
 305 SOUTH MAIN STREET
 MONROE, NORTH CAROLINA 28112
 (704) 283-9765
 FAX (704) 283-9755

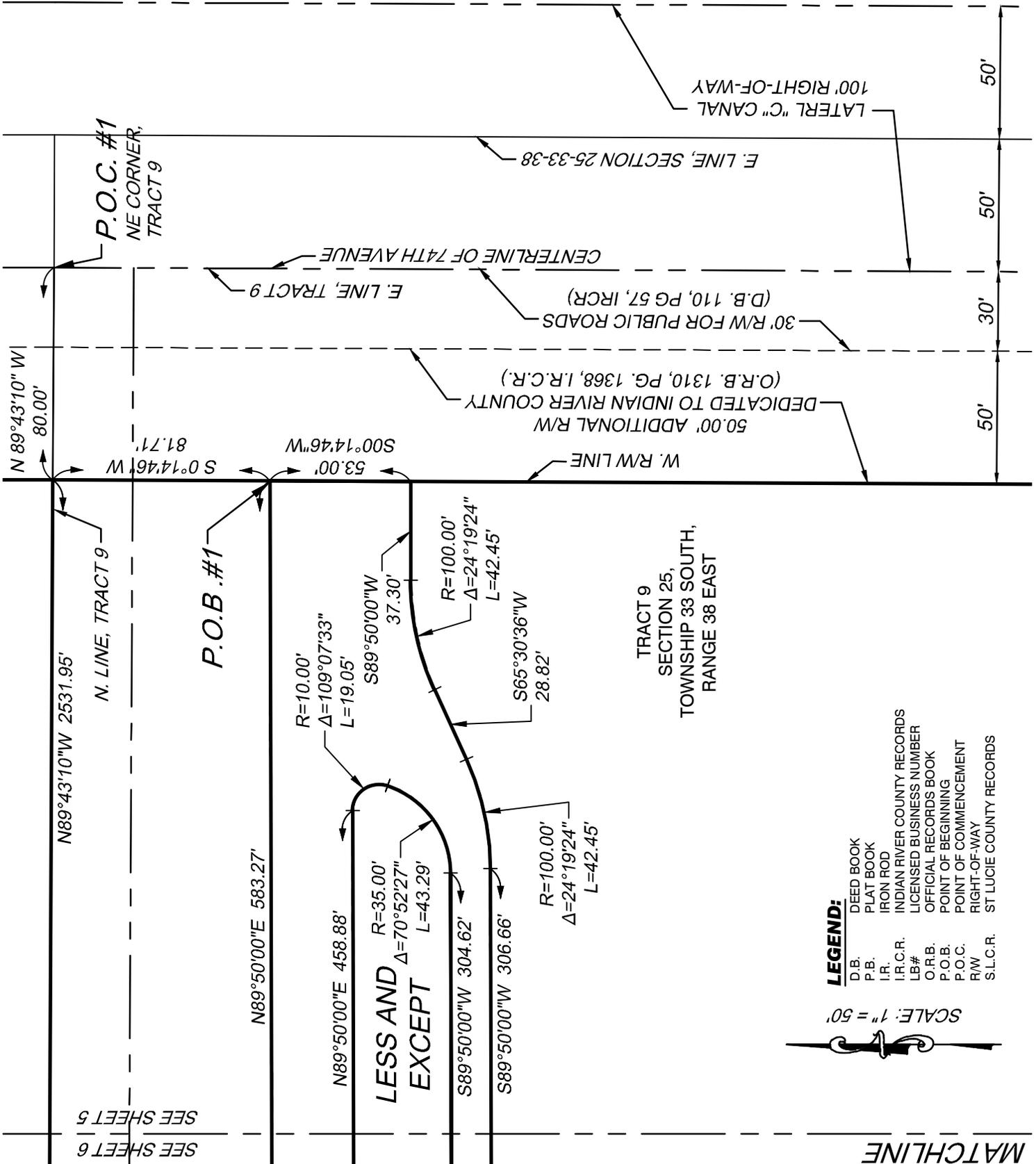
CEC LB# 8396 SCALE: N/A PROJECT NO.: 208.04.11

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DWG: IRC-SD-Access Easement
 DATE: FEB 26, 2022
 SHEET NO.: **4** OF **8**

SKETCH AND DESCRIPTION

ACCESS EASEMENT



UPDATES and/or REVISIONS	DATE	BY	CKD

PROJECT:
**ACCESS EASEMENT FOR LEASE PREMISE
 INDIAN RIVER COUNTY LANDFILL
 EVAPORATOR SITE**

CLIENT:
 HEARTLAND WATER TECHNOLOGY

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 305 SOUTH MAIN STREET
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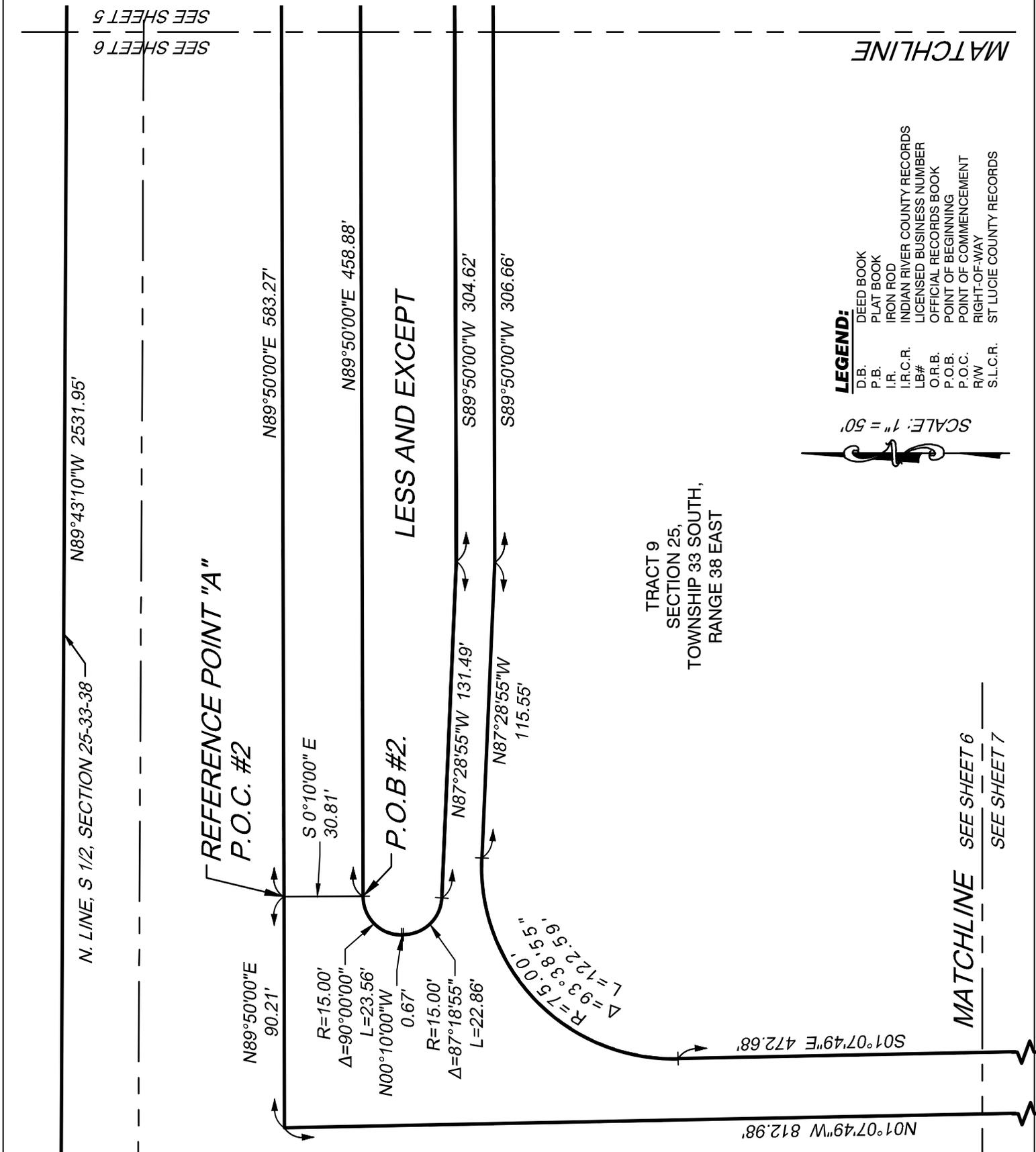
CEC LB# 8396 SCALE: 1" = 50' PROJECT NO.: 208.04.11

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DWG: IRC-SD-Access Easement
 DATE: FEB 28, 2022
 SHEET NO.: 5 OF 8

SKETCH AND DESCRIPTION

ACCESS EASEMENT



MATCHLINE

- LEGEND:**
- D.B. DEED BOOK
 - P.B. PLAT BOOK
 - I.R. IRON ROD
 - I.R.C.R. INDIAN RIVER COUNTY RECORDS
 - LB# LICENSED BUSINESS NUMBER
 - O.R.B. OFFICIAL RECORDS BOOK
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - R/W RIGHT-OF-WAY
 - S.L.C.R. ST LUCIE COUNTY RECORDS

SCALE: 1" = 50'

MATCHLINE SEE SHEET 6
SEE SHEET 7

UPDATES and/or REVISIONS	DATE	BY	CKD

PROJECT:
**ACCESS EASEMENT FOR LEASE PREMISE
INDIAN RIVER COUNTY LANDFILL
EVAPORATOR SITE**

CLIENT:
HEARTLAND WATER TECHNOLOGY

CARLSON ENVIRONMENTAL CONSULTANTS, PC
305 SOUTH MAIN STREET (704) 283-9765
MONROE, NORTH CAROLINA 28112 FAX (704) 283-9755

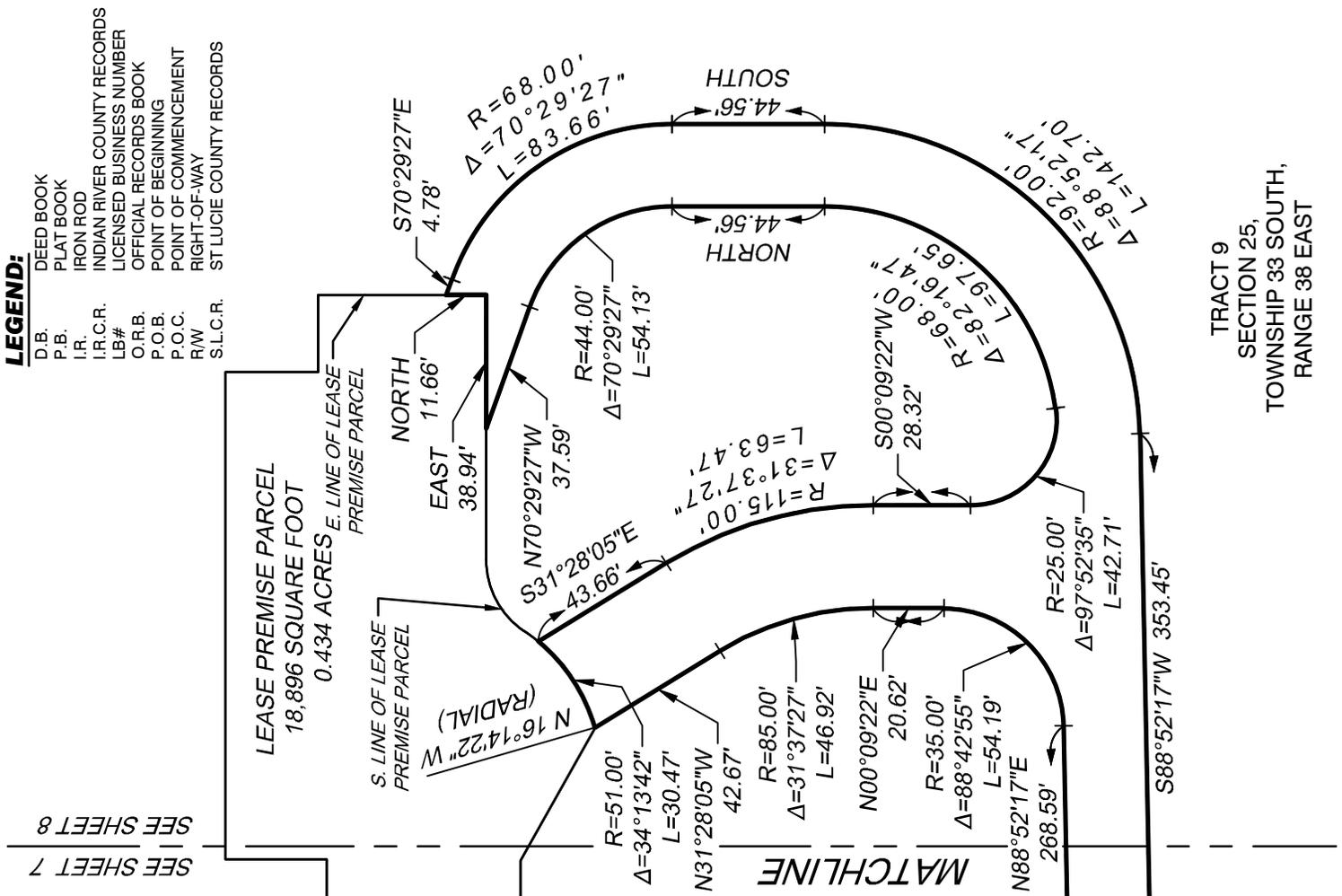
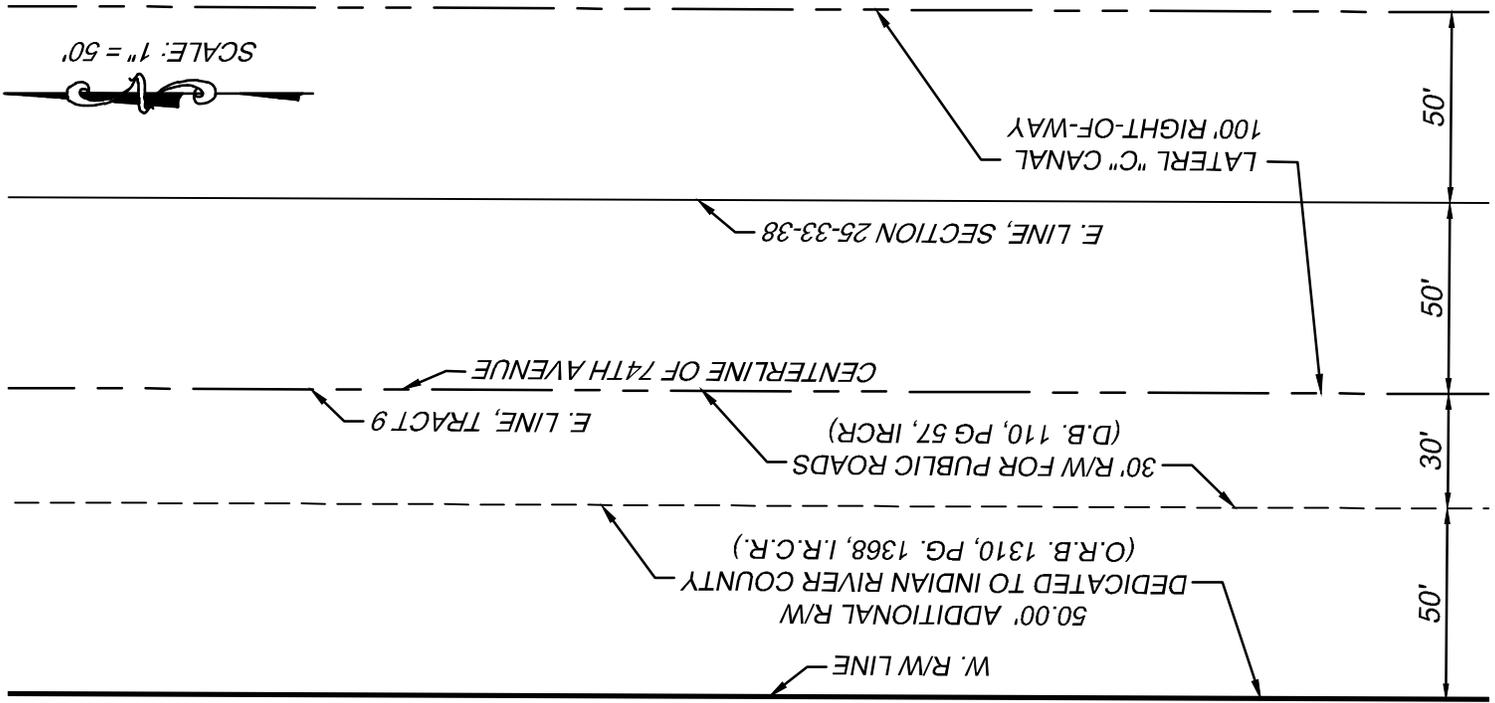
CEC LB# 8396	SCALE: 1" = 50'	PROJECT NO.: 208.04.11
DWG: IRC-SD-Access Easement		DATE: FEB 28, 2022
SHEET NO.: 6		OF 8

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SKETCH AND DESCRIPTION

ACCESS EASEMENT

SCALE: 1" = 50'



TRACT 9
SECTION 25,
TOWNSHIP 33 SOUTH,
RANGE 38 EAST

- LEGEND:**
- D.B. DEED BOOK
 - P.B. PLAT BOOK
 - I.R. IRON ROD
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 - P.O.B. POINT OF BEGINNING
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 - R.W. RIGHT-OF-WAY
 - S.L.C.R. ST. LUCIE COUNTY RECORDS

SEE SHEET 7
SEE SHEET 8

UPDATES and/or REVISIONS	DATE	BY	CKD	PROJECT:	CARLSON ENVIRONMENTAL CONSULTANTS, PC	
				ACCESS EASEMENT FOR LEASE PREMISE INDIAN RIVER COUNTY LANDFILL EVAPORATOR SITE	305 SOUTH MAIN STREET (704) 283-9765 MONROE, NORTH CAROLINA 28112 FAX (704) 283-9755	
					CEC LB# 8396	SCALE: 1" = 50'
				CLIENT: HEARTLAND WATER TECHNOLOGY	 WWW.CECENV.COM	
					SHEET NO.: 8 OF 8	