

This Instrument Prepared By
And To Be Returned To:
R. Mason Blake, Esquire
DEAN MEAD
7380 Murrell Road, Suite 200
Melbourne, Florida 32940
(321) 259-8900

AGREEMENT TO CLARIFY ACCESS AND OTHER RIGHTS UNDER 1980 AGREEMENT

THIS AGREEMENT TO CLARIFY ACCESS AND OTHER RIGHTS UNDER 1980 AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into the _____ day August, 2018 by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "County"), and FLORIDA INSTITUTE OF TECHNOLOGY, INC., a Florida corporation not for profit (hereinafter referred to as "Florida Tech").

WITNESSETH:

WHEREAS, County is the owner of that certain real property located in Indian River County, Florida, as more particularly described in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter referred to as the "County Parcel");

WHEREAS, Florida Tech is the owner of that certain tract of real property adjacent to the County Parcel and located in Indian River County, Florida, as more particularly described in Exhibit "B", attached hereto and incorporated herein by reference (hereinafter referred to as the "Florida Tech Parcel");

WHEREAS, County and Florida Tech entered into that certain Agreement dated June 25, 1980 (hereinafter referred to as the "1980 Agreement") under the terms of which County agreed to provide Florida Tech access at all times to the Florida Tech Parcel over a portion of the County Parcel and Florida Tech agreed to grant the general public access over a portion of the Florida Tech Parcel;

WHEREAS, County and Florida Tech desire to enter into this Agreement for the purpose, among other things, of clarifying the access rights granted to Florida Tech under the 1980 Agreement by providing for the extension of the right-of-way of 46th Place over portions of the Florida Tech Property and the County Property (which in addition to providing access to the Florida Tech Property will provide improved access to the County Property), and clarifying the easement rights created in favor of the public under the 1980 Agreement;

WHEREAS, County and Florida Tech desire to terminate the 1980 Agreement because the easement provisions thereunder will be superseded by the provisions of this instrument.

NOW, THEREFORE, for and in consideration of the premises, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Recitals. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

2. Dedication of Right-of-Way for Extension of 46th Place. Florida Tech and County each agree to dedicate property for the extension of 46th Place to the Florida Tech Parcel as follows:

(a) Dedication of Right-of-Way by Florida Tech. Florida Tech agrees to execute and deliver to County, simultaneously with the execution of this Agreement, a Right-of-Way Deed conveying to County the real property described in Exhibit "C", attached hereto and incorporated herein by reference, for use as public right-of-way and related purposes. The Right-of-Way Deed shall be in form and content as set forth in Exhibit "D", attached hereto and incorporated herein by reference. County covenants and agrees that in the event the real property described in Exhibit "C" or any portion thereof is ever abandoned by the County as a public right-of-way, County shall grant a perpetual non-exclusive easement for ingress and egress to Florida Tech, and its successors and assigns, over such real property. Florida Tech covenants and agrees to pay the cost of state documentary stamps and recording fees for the recording of the Right-of-Way Deed.

(b) Creation of Right-of-Way by County. County agrees to dedicate, and by the execution of this Agreement does hereby dedicate, the real property described in Exhibit "E", attached hereto and incorporated herein by reference, for use as public right-of-way and related purposes. County agrees to cause its right-of-way maps and records to be amended to reflect the dedications provided for in this paragraph 2. County covenants and agrees that in the event the real property described in Exhibit "E" or any portion thereof is ever abandoned by the County as a public right-of-way, County shall grant a perpetual non-exclusive easement for ingress and egress to Florida Tech, and its successors and assigns, over such real property.

3. Conveyance of Property to County by Florida Tech. Florida Tech agrees to execute and deliver to County, simultaneously with the execution of this Agreement, a Special Warranty Deed conveying to County fee simple title in and to the real property described in Exhibit "F", attached hereto and incorporated herein by reference. The Special Warranty Deed shall be in form and content as set forth in Exhibit "G", attached hereto and incorporated herein by reference. Florida Tech covenants and agrees to pay the cost of state documentary stamps and recording fees for the recording of the Special Warranty Deed.

4. Creation of Vegetative Buffer Easement. Florida Tech agrees to execute and deliver to County, simultaneous with the execution of this Agreement, a Vegetative Buffer Easement establishing a vegetative buffer easement over and across the real property described in Exhibit "H", attached hereto and incorporated herein by reference. The Vegetative Buffer Easement shall be in form and content as set forth in Exhibit "I", attached hereto and incorporated herein by reference. Florida Tech covenants and agrees to pay the cost of state documentary stamps and recording fees for the recording of the Vegetative Buffer Easement.

5. Creation of Beach Easement. Florida Tech agrees to execute and deliver to County, simultaneous with the execution of this Agreement, a Beach Easement creating a perpetual, non-exclusive easement for recreational and related purposes over, upon, across and through the Beach Easement Area described in Exhibit "J", attached hereto and incorporated herein by reference. The Beach Easement shall be in form and content as set forth in Exhibit "K", attached hereto and incorporated herein by reference. Florida Tech covenants and agrees to pay the cost of state documentary stamps and recording fees for the recording of the Beach Easement.

6. Covenants Running With the Land. The rights, agreements, duties, obligations and easements set forth in this Agreement shall run with the land and shall be binding upon and benefit the Owners as herein specified and their successors, assigns, legal representatives and successors-in-title. Any transferee of any portion of the County Parcel or the Florida Tech Parcel shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property, and the transferor shall upon the completion of such transfer be relieved of all further liability under this Agreement with respect to the property so conveyed except liability with respect to matters that may have arisen during its period of ownership of the property so conveyed.

7. Modifications. This Agreement may be amended only by a written instrument executed and acknowledged by the owners of all parcels benefiting from and burdened by the easement or easements, or rights or duties related thereto, being modified in any way by such amendment.

8. Attorneys' Fees. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs (including attorneys' fees incurred at or before the trial level and in any appellate, bankruptcy or administrative proceeding).

9. Venue. The venue of any litigation arising out of the Agreement shall be in Indian River County, Florida.

10. Governing Law. The laws of the State of Florida shall govern this Agreement. Any provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof.

11. Relationship of Parties. No express or implied term, provision or condition of this Agreement, considered without reference to any other or external agreement, shall be deemed to constitute County and Florida Tech as partners or joint venturers.

12. Termination of 1980 Agreement. County and Florida Tech agree that upon the execution and recording of this instrument the 1980 Agreement shall be terminated, void and of no further force of effect.

[The remainder of this page is intentionally left blank. Signatures begin on the following page.]

IN WITNESS WHEREOF, County and Florida Tech have caused this Agreement to be executed under seal by their duly authorized representatives as of the day and year above first written.

Signed, sealed and delivered in the presence of:

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

Print Name: _____

By: _____

Name: Peter D. O'Bryan

Print Name: _____

Title: Chairman of Board of County Commissioners

BCC approved: _____

Attest: Jeffrey R. Smith, Clerk of Circuit Court and Comptroller

By: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Name: _____

BY 

Title: Deputy Clerk

DYLAN REINGOLD COUNTY ATTORNEY

STATE OF FLORIDA COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by Peter D. O'Bryan, as Chairman of INDIAN RIVER COUNTY, FLORIDA, a political subdivision of the state of Florida, on behalf of the county. Said person is (check one) personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____.

Print Name: _____

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

FLORIDA INSTITUTE OF TECHNOLOGY, INC.
a Florida corporation not for profit

Rebecca Crook
Print Name: Rebecca Crook

Rosah Vega
Print Name: Rosah Vega

By: T. Dwayne McCay
Name: T. Dwayne McCay
Title: President

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 2nd day of August, 2018, by T. Dwayne McCay, as President of FLORIDA INSTITUTE OF TECHNOLOGY, INC. a Florida corporation not for profit, on behalf of the corporation. Said person is (check one) personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____.



Ann Marie Kousari
Print Name: Ann Marie Kousari
Notary Public, State of Florida
Commission No.: GG 223057
My Commission Expires: June 3, 2022

EXHIBIT "A"

LEGAL DESCRIPTION OF COUNTY PARCEL

EXHIBIT "A" (page 1)

As a point of reference, commence at the southwest corner of said Section 20; run thence S 89°45'25" E along the south line of said Section 20, a distance of 349.14 feet to a concrete monument; thence N 0°13'15" E, 1000 feet to the point of beginning of the property hereby conveyed; from said point of beginning, continue N 0°13'15" E, 350 feet to a point; thence S 89°45'25" E, 90 feet, more or less, to the mean high water line of the Atlantic Ocean; thence meander in a southeasterly direction 375 feet, more or less, to a line that is parallel and 1000 feet north of the south line of said Section 20; thence N 89°45'25" W, 208 feet, more or less, to a line that is parallel and 349.14 feet east of the west line of said Section 20 and the point of beginning, containing 1.21 acres, more or less.

EXHIBIT "A" (page 2)

PARCEL "C"

Being a parcel of land lying in the East 10 acres of Government Lot 1 (the same being known as the Government Tracking Station), Section 20, Township 32 South, Range 40 East, Indian River County, Florida. The boundary of said parcel being more particularly described as follows: From the Southwest corner of said Section 20, run North 89°42'15" East along the Section line, 346.80 feet, more or less to a concrete monument marking the Southwest corner of the aforesaid Government Tracking Station; thence run North 0°13'15" East along the West line of said Tracking Station, 212.00 feet to a concrete monument for the Point of Beginning of the parcel to be herein described; thence continue North 0°13'15" East along the same line, 788.00 feet to a concrete monument; thence run South 89°45'25" East 208.00 feet, more or less, to the Mean High Water Line of the Atlantic Ocean; thence run Southwesterly along the Mean High Water Line, 514.00 feet; thence run North 89°15'45" West, 46.00 feet, more or less to a concrete monument which is 25 feet, more or less West of the Ocean Bluff line; thence continue North 89°15'45" West on the same line, 184.28 feet to a concrete monument; thence run South 1°13'15" West 295.20 feet to a concrete monument; thence run North 89°15'45" West, 116.00 feet to the Point of Beginning. Containing 4.020 acres, more or less.

PARCEL "1"

All that tract or parcel of land lying and being in Government Lot 1, Section 20, Township 32 South, Range 40 East, Tallahassee Meridian, Indian River County, Florida, and more particularly described as follows:

EXHIBIT "A" (page 3)

Commencing at a concrete monument which is on the South line and 349.14 feet S 89°45'25" E of the Southwest corner of said Section 20, and at a corner of tract of land owned in fee by the United States of America at Vero Beach Tracking Annex;

Thence N 00°13'15" E along the boundary of said United States tract and subsequently along the boundary of a tract of land conveyed to Indian River County, Florida, by the United States of America by quitclaim deed dated 24 August 1970, a distance of 1350.0 feet to a corner of said tracts and the POINT OF BEGINNING.

Thence continue N 00°13'15" E along the boundary of said United States tract 340 feet, more or less, to a point which is on the mean high water line of the Atlantic Ocean, and at a corner of said United States tract;

Thence Southeasterly along the meanders of said high water line which is along the boundary of said United States tract 350 feet, more or less, to a point on a line which bears S 89°45'25" E from the point of beginning, at a corner of said United States tract and at a corner of said Indian River County tract;

Thence N 89°45'25" W along the boundary of said United States tract which is along the boundary of said Indian River County tract 90 feet, more or less, to the point of beginning.

Containing 0.33 of an acre, more or less, and being a portion of Tract "A" of Vero Beach Tracking Annex.

EXHIBIT "B"

LEGAL DESCRIPTION OF FLORIDA TECH PARCEL

EXHIBIT B

Being a parcel of land lying in the East 10 acres of Government Lot 1 (the same being known as the Government Tracking Station), Section 20, Township 32 South, Range 40 East, Indian River County, Florida. The boundary of said parcel being more particularly described as follows: From the Southwest corner of said Section 20, run North 89 degrees 42 minutes 15 seconds East along the Section line, 346.80 feet, more or less, to a concrete monument marking the Southwest corner of the aforesaid Government Tracking Station for the Point of Beginning of the parcel to be herein described; thence run North 0 degrees 13 minutes 15 seconds East along the West line of said Tracking Station, 212.00 feet to a concrete monument; thence run South 89 degrees 15 minutes 45 seconds East, 116.00 feet to a concrete monument; thence run North 0 degrees 13 minutes 15 seconds East, 295.20 feet to a concrete monument; thence run South 89 degrees 15 minutes 45 seconds East 184.28 feet to a concrete monument; thence continue South 89 degrees 15 minutes 45 seconds East, 46 feet, more or less to the Mean High Water Line of the Atlantic Ocean; thence run Southeasterly along the Mean High Water Line, 519 feet, more or less to the South line of said Section 20; thence run South 89 degrees 42 minutes 15 seconds West along the Section line, 47 feet to a concrete monument; thence continue South 89 degrees 42 minutes 15 seconds West on the same line 436.48 feet to the Point of Beginning. Containing 4.020 acres, more or less.

EXHIBIT "C"

LEGAL DESCRIPTION OF PROPERTY TO BE CONVEYED BY FLORIDA TECH TO THE
COUNTY UNDER RIGHT-OF-WAY DEED

Sketch and Legal Description for: INDIAN RIVER COUNTY

Legal Description

Being a Parcel of land lying in the East 10 Acres of Government Lot 1 (The same being known as the Government Tracking Station) Section 20, Township 32 South, Range 40 East, Indian River County Florida, said parcel being more particularly described as follows:

Commence at the Southwest corner of said Section 20; Thence North 89°43'34" East, along the South line of said Section 20, a distance of 347.03 feet to the Southwest corner of the East 10 Acres of said Section 20, said point also being the Southwest corner of the aforementioned Government Tracking Station; Thence North 00°16'29" East, along the West line of the Said East 10 Acres and Government Tracking Station, a distance of 197.00 feet to the **Point of Beginning** of the following described Parcel:

Thence continue North 00°16'29" East, a distance of 15.00 feet; Thence departing said West line, South 89°12'31" East, a distance of 116.00 feet; Thence North 00°10'55" East, a distance of 35.00 feet; Thence South 89°12'31" East, a distance of 15.00 feet; Thence South 00°10'55" West, a distance of 50.00 feet; Thence North 89°12'31" West, a distance of 131.03 feet to the aforementioned West line and the **Point of Beginning**.

Containing 2490 Square Feet, more or less

Surveyor's Notes

- 1). This Sketch and Legal Description was prepared with the benefit of Boundary Survey prepared by William B. Zentz & Associates, Inc., Job No. 101-454, Dated November 21, 2008.
- 2). This legal description shall not be valid unless:
 - (a) Provided in its entirety consisting of 2 sheets , with sheet 2 showing the sketch of the description.
 - (b) Reproductions of the description and sketch are not valid unless signed and sealed with an embossed surveyor's seal.
- 3). The Bearings shown hereon are assumed and Referenced to the South line of Section 20, Township 32 South, Range 40 East . Said line bears North 89°43'34" East and all others are relative thereto.



Legend and Abbreviations

- I.R.F.W.C.D. = INDIAN RIVER FARMS WATER CONTROL DISTRICT
- L = LENGTH OF ARC
- LLC = LIMITED LIABILITY COMPANY
- O.R.B. = OFFICIAL RECORD BOOK
- (P) = PLAT
- P.B. = PLAT BOOK
- PGE = PAGE
- PBS = PLAT BOOK ST. LUCIE
- Δ = DELTA ANGLE
- SQ. FT. = SQUARE FEET
- R = RANGE
- R/W = RIGHT-OF-WAY
- T = TOWNSHIP
- T.I.I.F. = TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
- TRS = TRUSTEES

Certification

(NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER)

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION OF THE PROPERTY SHOWN AND DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID SKETCH AND LEGAL IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR SURVEYS SET FORTH BY THE FLORIDA PROFESSIONAL BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATE STATUTES.

6/20/18
DATE OF SIGNATURE

DAVID W. SCHRYVER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4864

AGENCY: **INDIAN RIVER COUNTY, FL
PUBLIC WORKS DEPT./ENGINEERING DIV.**

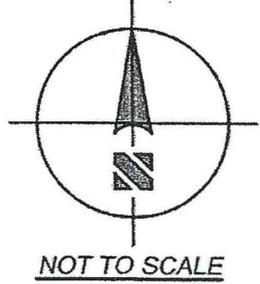
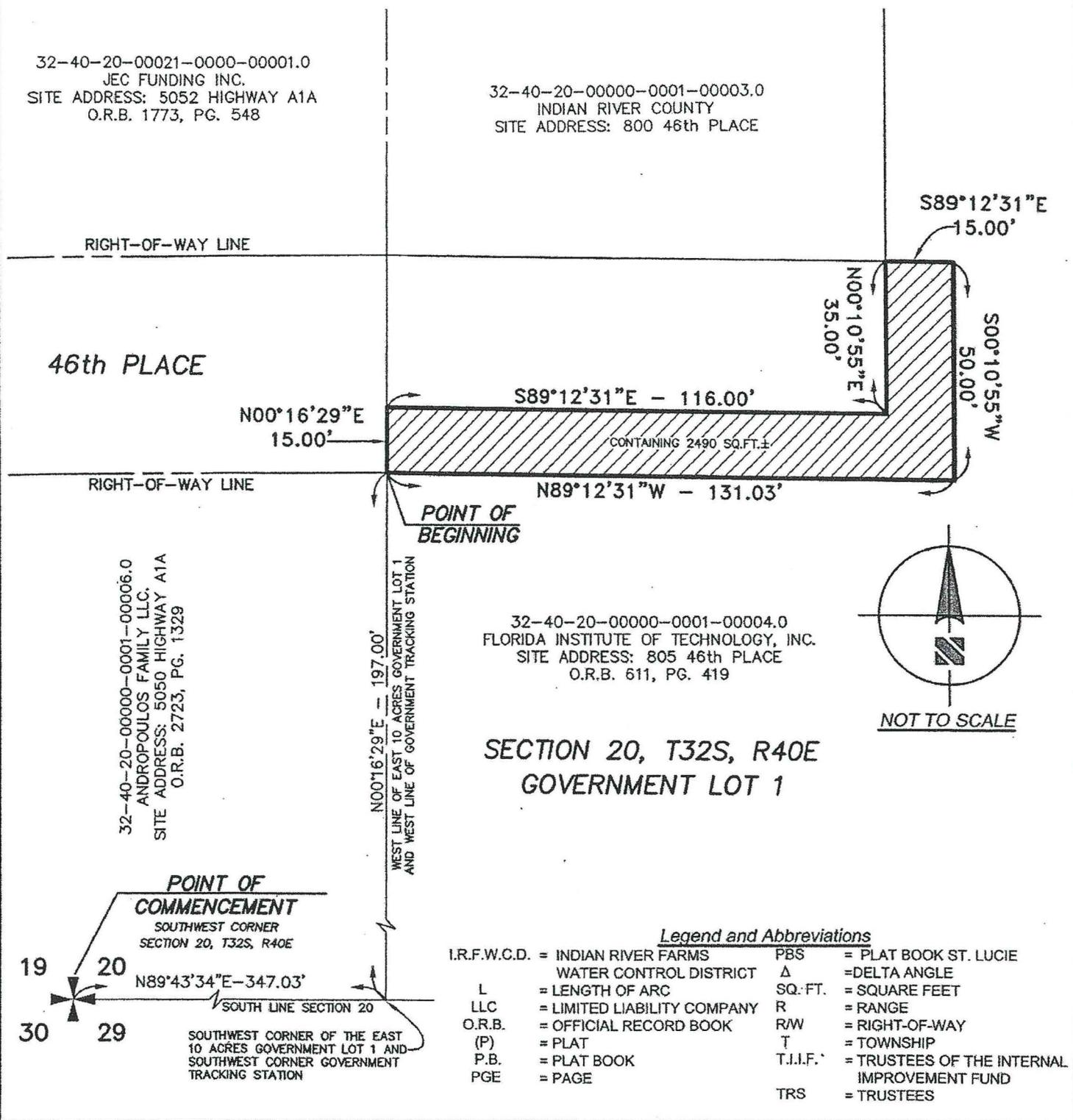
DATE: **6/18/18** DRAWN BY: **R. INGLETT**

SCALE: **N/A** APPROVED BY: **D.SCHRYVER**

SHEET: **1 OF 2** JOB NO: **1040**

*Sketch and Legal Description
for:
INDIAN RIVER COUNTY*

Sketch and Legal Description for: INDIAN RIVER COUNTY



SECTION 20, T32S, R40E
GOVERNMENT LOT 1

AGENCY: INDIAN RIVER COUNTY, FL PUBLIC WORKS DEPT./ENGINEERING DIV.	
DATE: 6/18/18	DRAWN BY: R. INGLETT
SCALE: N/A	APPROVED BY: D.SCHRYVER
SHEET: 2 OF 2	JOB NO: 1040

Sketch and Legal Description
for:
INDIAN RIVER COUNTY

EXHIBIT "D"

FORM OF RIGHT-OF-WAY DEED

Prepared By and Return To:
R. Mason Blake, Esquire
DEAN, MEAD ET AL.
7380 Murrell Road, Suite 200
Melbourne, Florida 32940
(321) 259-8900

RIGHT-OF-WAY DEED

THIS INDENTURE is made this ____ day of _____, 2018 by FLORIDA INSTITUTE OF TECHNOLOGY, INC., a Florida corporation not for profit (hereinafter referred to as the "Grantor"), whose address is 150 W. University Blvd., Melbourne, Florida 32901, to INDIAN RIVER COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "Grantee"), whose address is _____, Vero Beach, Florida 32960.

(Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships and corporations.)

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, paid, receipt of which is hereby acknowledged, does hereby remise, release and convey unto the Grantee that certain land, situate, lying and being in the County of Indian River, State of Florida, more particularly described in Schedule "A", attached hereto and incorporated herein by reference (hereafter referred to as the "Property").

This Right-of-Way Deed is made for the purpose of giving and granting to the Grantee, all of the Grantor's fee simple and other interests in and to the Property for public road purposes, public utilities and other public purposes.

SUBJECT TO (a) zoning and governmental restrictions, (b) easements, restrictions and reservations of record, (c) real estate taxes for the current year, and (d) any reservation of oil, gas and mineral rights.

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident and/or appertaining thereto and all the estate, right, title and interest of Grantor forever.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

FLORIDA INSTITUTE OF TECHNOLOGY, INC.,
a Florida corporation not for profit

Print Name: _____

By: _____

Print Name: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by _____, as _____, of FLORIDA INSTITUTE OF TECHNOLOGY, INC., a Florida corporation not for profit, on behalf of the corporation. Said person is (check one) personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____.

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

ACCEPTANCE AND ACKNOWLEDGMENT

The conveyance of Grantor's fee simple and other interest in the within described property for public road purposes, public utilities and other public purposes, is accepted by Indian River County.

It is acknowledged that should Indian River County abandon all or any portion of the use of the property described in the within conveyance, that Indian River County shall grant a perpetual non-exclusive easement to Florida Tech, its successors and assigns, for ingress and egress over that portion of the property where the public use as a right-of-way has been abandoned.

The Indian River County Property Appraiser's Office will be furnished a recorded copy of the within conveyance with a request to earmark any maps retained by the Property Appraiser's Office to reflect the conveyance and use of the property.

INDIAN RIVER COUNTY

ATTESTED: Jeffrey R. Smith, Clerk of Circuit
Court and Comptroller

By: _____
Deputy Clerk

By: _____
Peter D. O'Bryan, Chairman
Board of County Commissioners

BCC approved: August 14, 2018

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

BY 
_____ **DYLAN REINGOLD
COUNTY ATTORNEY**

SCHEDULE "A"

LEGAL DESCRIPTION OF THE PROPERTY

Sketch and Legal Description for: INDIAN RIVER COUNTY

Legal Description

Being a Parcel of land lying in the East 10 Acres of Government Lot 1 (The same being known as the Government Tracking Station) Section 20, Township 32 South, Range 40 East, Indian River County Florida, said parcel being more particularly described as follows:

Commence at the Southwest corner of said Section 20; Thence North 89°43'34" East, along the South line of said Section 20, a distance of 347.03 feet to the Southwest corner of the East 10 Acres of said Section 20, said point also being the Southwest corner of the aforementioned Government Tracking Station; Thence North 00°16'29" East, along the West line of the Said East 10 Acres and Government Tracking Station, a distance of 197.00 feet to the **Point of Beginning** of the following described Parcel:

Thence continue North 00°16'29" East, a distance of 15.00 feet; Thence departing said West line, South 89°12'31" East, a distance of 116.00 feet; Thence North 00°10'55" East, a distance of 35.00 feet; Thence South 89°12'31" East, a distance of 15.00 feet; Thence South 00°10'55" West, a distance of 50.00 feet; Thence North 89°12'31" West, a distance of 131.03 feet to the aforementioned West line and the **Point of Beginning**.

Containing 2490 Square Feet, more or less

Surveyor's Notes

- 1). This Sketch and Legal Description was prepared with the benefit of Boundary Survey prepared by William B. Zentz & Associates, Inc., Job No. 101-454, Dated November 21, 2008.
- 2). This legal description shall not be valid unless:
 - (a) Provided in its entirety consisting of 2 sheets, with sheet 2 showing the sketch of the description.
 - (b) Reproductions of the description and sketch are not valid unless signed and sealed with an embossed surveyor's seal.
- 3). The Bearings shown hereon are assumed and Referenced to the South line of Section 20, Township 32 South, Range 40 East. Said line bears North 89°43'34" East and all others are relative thereto.



Legend and Abbreviations

- I.R.F.W.C.D. = INDIAN RIVER FARMS WATER CONTROL DISTRICT
- L = LENGTH OF ARC
- LLC = LIMITED LIABILITY COMPANY
- O.R.B. = OFFICIAL RECORD BOOK
- (P) = PLAT
- P.B. = PLAT BOOK
- PGE = PAGE
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- Δ = DELTA ANGLE
- SQ. FT. = SQUARE FEET
- R = RANGE
- R/W = RIGHT-OF-WAY
- T = TOWNSHIP
- T.I.I.F. = TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
- TRS = TRUSTEES

Certification

(NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER)

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION OF THE PROPERTY SHOWN AND DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID SKETCH AND LEGAL IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

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6/20/18
DATE OF SIGNATURE

DAVID W. SCHRYVER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4864

AGENCY: **INDIAN RIVER COUNTY, FL
PUBLIC WORKS DEPT./ENGINEERING DIV.**

DATE: 6/18/18 DRAWN BY: R. INGLETT

SCALE: N/A APPROVED BY: D. SCHRYVER

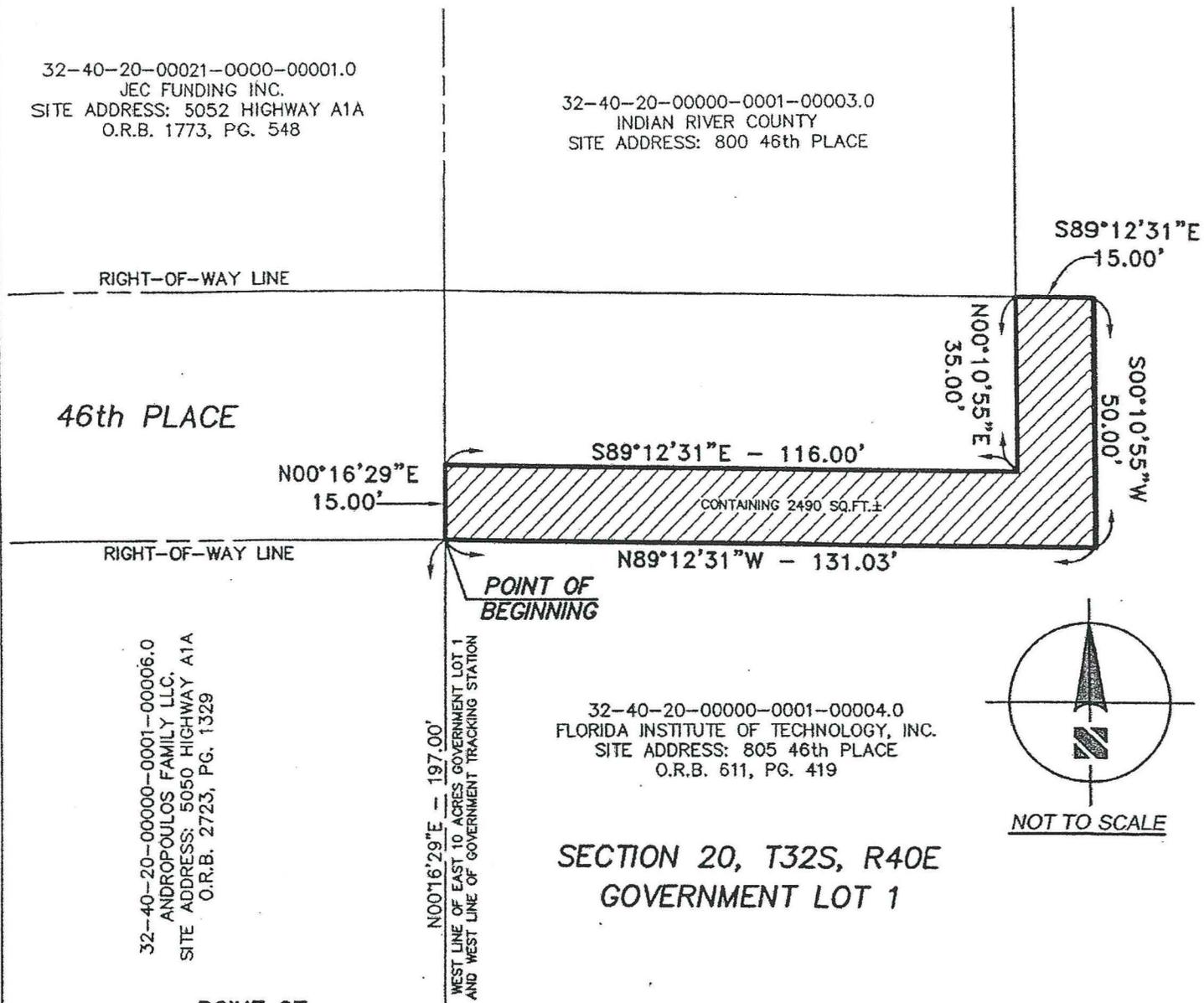
SHEET: 1 OF 2 JOB NO: 1040

*Sketch and Legal Description
for:
INDIAN RIVER COUNTY*

Sketch and Legal Description for: INDIAN RIVER COUNTY

32-40-20-00021-0000-00001.0
 JEC FUNDING INC.
 SITE ADDRESS: 5052 HIGHWAY A1A
 O.R.B. 1773, PG. 548

32-40-20-00000-0001-00003.0
 INDIAN RIVER COUNTY
 SITE ADDRESS: 800 46th PLACE

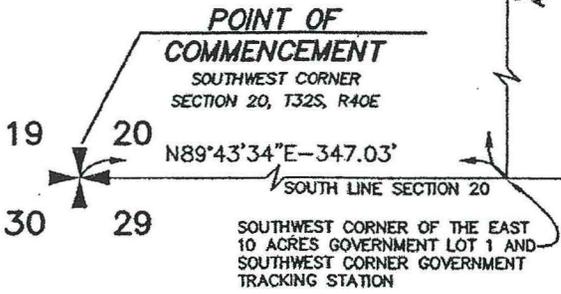


32-40-20-00000-0001-00004.0
 FLORIDA INSTITUTE OF TECHNOLOGY, INC.
 SITE ADDRESS: 805 46th PLACE
 O.R.B. 611, PG. 419

SECTION 20, T32S, R40E GOVERNMENT LOT 1

32-40-20-00000-0001-00006.0
 ANDROPOULOS FAMILY LLC.
 SITE ADDRESS: 5050 HIGHWAY A1A
 O.R.B. 2723, PG. 1329

N00°16'29"E - 197.00'
 WEST LINE OF EAST 10 ACRES GOVERNMENT LOT 1
 AND WEST LINE OF GOVERNMENT TRACKING STATION



Legend and Abbreviations

- | | |
|-----------------------------------|--|
| I.R.F.W.C.D. = INDIAN RIVER FARMS | PBS = PLAT BOOK ST. LUCIE |
| L = LENGTH OF ARC | Δ = DELTA ANGLE |
| LLC = LIMITED LIABILITY COMPANY | SQ. FT. = SQUARE FEET |
| O.R.B. = OFFICIAL RECORD BOOK | R = RANGE |
| (P) = PLAT | R/W = RIGHT-OF-WAY |
| P.B. = PLAT BOOK | T = TOWNSHIP |
| PGE = PAGE | T.I.I.F. = TRUSTEES OF THE INTERNAL IMPROVEMENT FUND |
| | TRS = TRUSTEES |

AGENCY: INDIAN RIVER COUNTY, FL PUBLIC WORKS DEPT./ENGINEERING DIV.	
DATE: 6/18/18	DRAWN BY: R. INGLETT
SCALE: N/A	APPROVED BY: D. SCHRYVER
SHEET: 2 OF 2	JOB NO: 1040

*Sketch and Legal Description
 for:
 INDIAN RIVER COUNTY*

EXHIBIT "E"

LEGAL DESCRIPTION OF PROPERTY TO BE DEDICATED AND DESIGNATED BY
COUNTY AS PUBLIC RIGHT-OF-WAY

Sketch and Legal Description for: INDIAN RIVER COUNTY

Legal Description

Being a Parcel of land lying in the East 10 Acres of Government Lot 1 (The same being known as the Government Tracking Station) Section 20, Township 32 South, Range 40 East, Indian River County Florida, said parcel being more particularly described as follows:

Commence at the Southwest corner of said Section 20; Thence North 89°43'34" East, along the South line of said Section 20, a distance of 347.03 feet to the Southwest corner of the East 10 Acres of said Section 20, said point also being the Southwest corner of the aforementioned Government Tracking Station; Thence North 00°16'29" East, along the West line of the Said East 10 Acres and Government Tracking Station, a distance of 212.00 feet to the **Point of Beginning** of the following described Parcel:

Thence continue North 00°16'29" East, a distance of 35.00 feet; Thence departing said West line, South 89°12'31" East, a distance of 115.94 feet; Thence South 00°10'55" West, a distance of 35.00 feet; Thence North 89°12'31" West, a distance of 116.00 feet to the aforementioned West line and the **Point of Beginning**.

Containing 4045 Square Feet, more or less

Surveyor's Notes

- 1). This Sketch and Legal Description was prepared with the benefit of Boundary Survey prepared by William B. Zentz & Associates, Inc., Job No. 101-454, Dated November 21, 2008.
- 2). This legal description shall not be valid unless:
 - (a) Provided in its entirety consisting of 2 sheets, with sheet 2 showing the sketch of the description.
 - (b) Reproductions of the description and sketch are not valid unless signed and sealed with an embossed surveyor's seal.
- 3). The Bearings shown hereon are assumed and Referenced to the South line of Section 20, Township 32 South, Range 40 East. Said line bears North 89°43'34" East and all others are relative thereto.

Legend and Abbreviations

- I.R.F.W.C.D. = INDIAN RIVER FARMS WATER CONTROL DISTRICT
- L = LENGTH OF ARC
- LLC = LIMITED LIABILITY COMPANY
- O.R.B. = OFFICIAL RECORD BOOK
- (P) = PLAT
- P.B. = PLAT BOOK
- PGE = PAGE
- PBS = PLAT BOOK ST. LUCIE
- Δ = DELTA ANGLE
- SQ. FT. = SQUARE FEET
- R = RANGE
- RW = RIGHT-OF-WAY
- T = TOWNSHIP
- T.I.I.F. = TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
- TRS = TRUSTEES

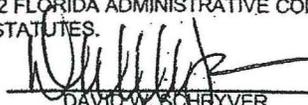
Certification

(NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER)

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION OF THE PROPERTY SHOWN AND DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID SKETCH AND LEGAL IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR SURVEYS SET FORTH BY THE FLORIDA PROFESSIONAL BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATE STATUTES.

6/26/18
DATE OF SIGNATURE


DAVID W. SCHRYVER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4864

AGENCY: **INDIAN RIVER COUNTY, FL
PUBLIC WORKS DEPT./ENGINEERING DIV.**

DATE: **6/26/18**

DRAWN BY: **R. INGLETT**

SCALE: **N/A**

APPROVED BY: **D. SCHRYVER**

SHEET: **1 OF 2**

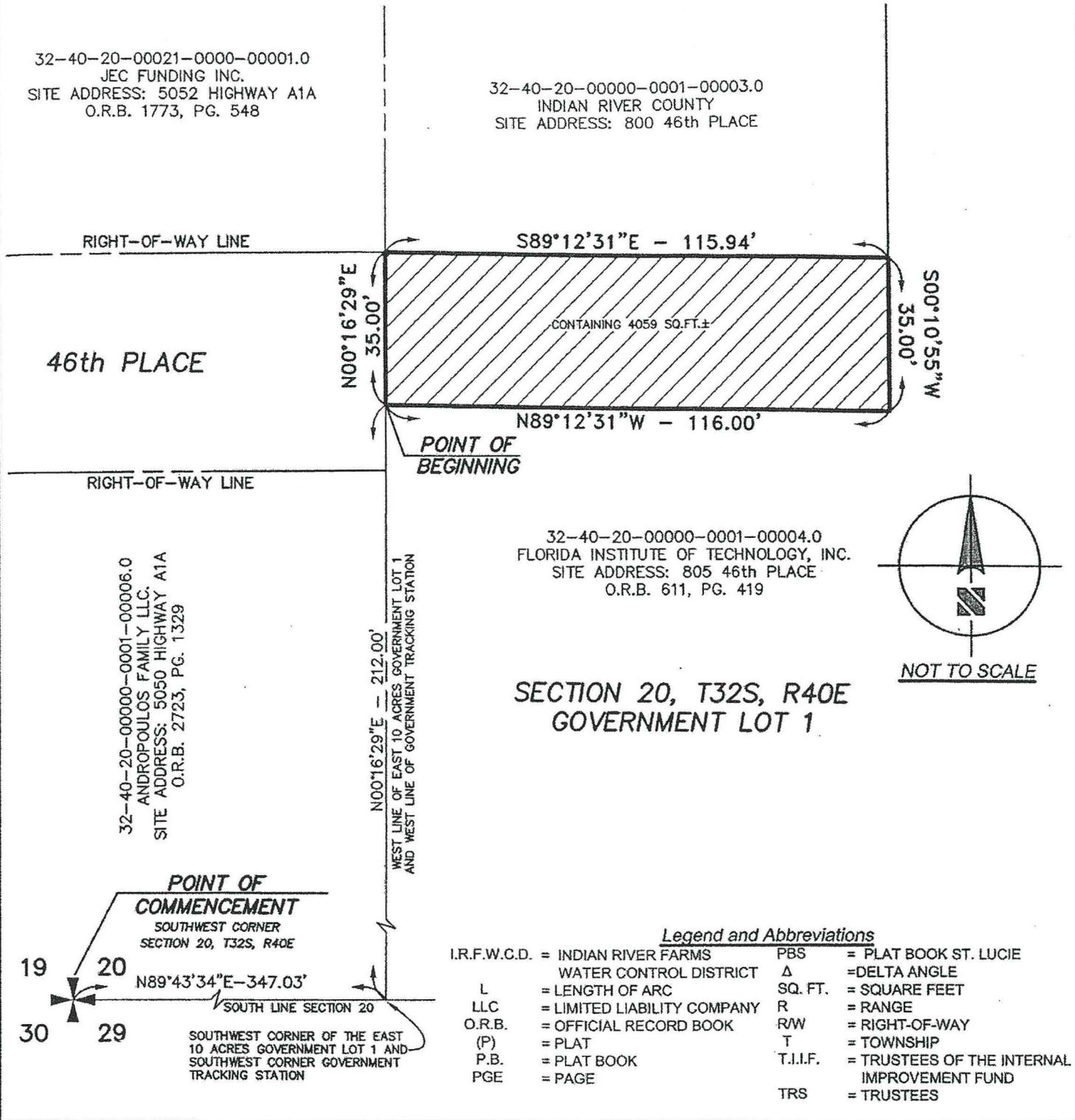
JOB NO: **1040**

*Sketch and Legal Description
for:
INDIAN RIVER COUNTY*

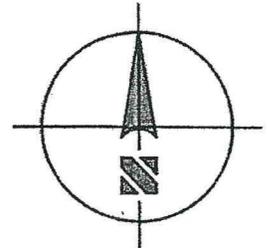
Sketch and Legal Description for: INDIAN RIVER COUNTY

32-40-20-00021-0000-00001.0
 JEC FUNDING INC.
 SITE ADDRESS: 5052 HIGHWAY A1A
 O.R.B. 1773, PG. 548

32-40-20-00000-0001-00003.0
 INDIAN RIVER COUNTY
 SITE ADDRESS: 800 46th PLACE



32-40-20-00000-0001-00004.0
 FLORIDA INSTITUTE OF TECHNOLOGY, INC.
 SITE ADDRESS: 805 46th PLACE
 O.R.B. 611, PG. 419



NOT TO SCALE

SECTION 20, T32S, R40E GOVERNMENT LOT 1

AGENCY: INDIAN RIVER COUNTY, FL PUBLIC WORKS DEPT./ENGINEERING DIV.	
DATE: 6/26/18	DRAWN BY: R. INGLETT
SCALE: N/A	APPROVED BY: D.SCHRYVER
SHEET: 2 OF 2	JOB NO: 1040

*Sketch and Legal Description
 for:
 INDIAN RIVER COUNTY*

EXHIBIT "F"

LEGAL DESCRIPTION OF PROPERTY TO BE CONVEYED BY FLORIDA TECH TO
COUNTY UNDER SPECIAL WARRANTY DEED

Sketch and Legal Description for: INDIAN RIVER COUNTY

Legal Description

Being a Parcel of land lying in the East 10 Acres of Government Lot 1 (The same being known as the Government Tracking Station) Section 20, Township 32 South, Range 40 East, Indian River County Florida, said parcel being more particularly described as follows:

Commence at the Southwest corner of said Section 20; Thence North 89°43'34" East, along the South line of said Section 20, a distance of 347.03 feet to the Southwest corner of the East 10 Acres of said Section 20, said point also being the Southwest corner of the aforementioned Government Tracking Station; Thence North 00°16'29" East, along the West line of the Said East 10 Acres and Government Tracking Station, a distance of 212.00 feet; Thence departing said West line, South 89°12'31" East, a distance of 116.00 feet; Thence North 00°10'55" East, a distance of 35.00 feet to the **Point of Beginning** of the following described Parcel:

Thence continue North 00°10'55" East, a distance of 260.25 feet; Thence South 89°13'33" East, a distance of 30.00 feet; Thence South 45°28'41" West, a distance of 21.10 feet; Thence South 00°10'55" West, a distance of 245.26 feet; Thence North 89°12'31" West, a distance of 15.00 feet to the **Point of Beginning**.

Containing 4016 Square Feet, more or less

Surveyor's Notes

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 - (b) Reproductions of the description and sketch are not valid unless signed and sealed with an embossed surveyor's seal.
- 3). The Bearings shown hereon are assumed and Referenced to the South line of Section 20, Township 32 South, Range 40 East. Said line bears North 89°43'34" East and all others are relative thereto.



Legend and Abbreviations

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 - LLC = LIMITED LIABILITY COMPANY
 - O.R.B. = OFFICIAL RECORD BOOK
 - (P) = PLAT
 - P.B. = PLAT BOOK
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 - R/W = RIGHT-OF-WAY
 - T = TOWNSHIP
 - T.I.I.F. = TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
 - TRS = TRUSTEES

Certification

(NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER)

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION OF THE PROPERTY SHOWN AND DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID SKETCH AND LEGAL IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR SURVEYS SET FORTH BY THE FLORIDA PROFESSIONAL BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATE STATUTES.

6/20/18
DATE OF SIGNATURE

David W. Schryver
DAVID W. SCHRYVER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4864

AGENCY: **INDIAN RIVER COUNTY, FL
PUBLIC WORKS DEPT./ENGINEERING DIV.**

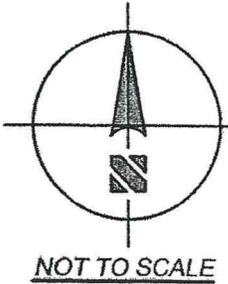
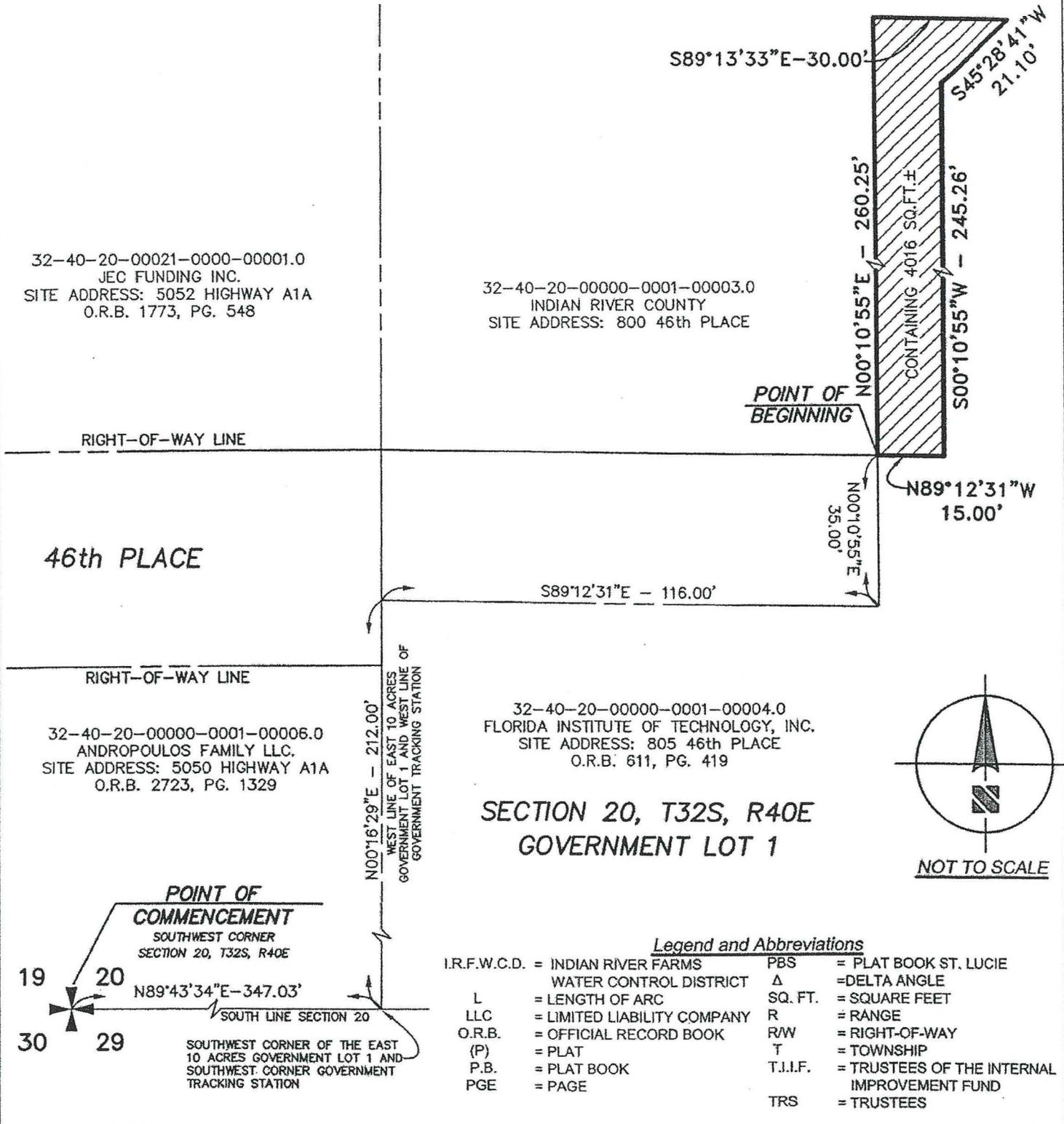
DATE: 6/18/18 DRAWN BY: R. INGLETT

SCALE: N/A APPROVED BY: D. SCHRYVER

SHEET: 1 OF 2 JOB NO: 1040

*Sketch and Legal Description
for:
INDIAN RIVER COUNTY*

Sketch and Legal Description for: INDIAN RIVER COUNTY



32-40-20-00000-0001-00004.0
 FLORIDA INSTITUTE OF TECHNOLOGY, INC.
 SITE ADDRESS: 805 46th PLACE
 O.R.B. 611, PG. 419

**SECTION 20, T32S, R40E
 GOVERNMENT LOT 1**

Legend and Abbreviations

- | | |
|--|--|
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| | TRS = TRUSTEES |

AGENCY: INDIAN RIVER COUNTY, FL PUBLIC WORKS DEPT./ENGINEERING DIV.	
DATE: 6/18/18	DRAWN BY: R. INGLETT
SCALE: N/A	APPROVED BY: D. SCHRYVER
SHEET: 2 OF 2	JOB NO: 1040

*Sketch and Legal Description
 for:
 INDIAN RIVER COUNTY*

EXHIBIT "G"

Form of Special Warranty Deed

This instrument prepared by:
R. Mason Blake, Esq.
Dean Mead
7380 Murrell Road, Suite 200
Viera, Florida 32940

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the __ day of _____, 2018, by FLORIDA INSTITUTE OF TECHNOLOGY, INC., a Florida corporation not for profit (hereinafter referred to as the "Grantor"), whose address is 150 W. University Blvd., Melbourne, Florida 32901, to INDIAN RIVER COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "Grantee"), whose address is _____, Vero Beach, Florida 32960.

(Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships and corporations.)

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all of Grantor's right, title and interest in and to that certain real property situate, lying and being in Indian River County, Florida, more particularly described on Schedule "A", attached hereto and incorporated herein by reference (hereinafter referred to as the "Property").

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against no others; and that the Property is free of all encumbrances, except: zoning and other requirements

imposed by governmental authority; easements and other matters of public record, if any, the foregoing mention of which will not serve to reimpose same; and taxes accruing subsequent to December 31, 2017.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

FLORIDA INSTITUTE OF TECHNOLOGY, INC., a Florida corporation not for profit

Print Name: _____

By: _____

Print Name: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by _____, as _____, of FLORIDA INSTITUTE OF TECHNOLOGY, INC., a Florida corporation not for profit, on behalf of the corporation. Said person is (check one) personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____.

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

ACCEPTANCE

The within conveyance is accepted by Indian River County.

INDIAN RIVER COUNTY

ATTESTED: Jeffrey R. Smith, Clerk of Circuit
Court and Comptroller

By: _____
Deputy Clerk

By: _____
Peter D. O'Bryan, Chairman
Board of County Commissioners

BCC approved: August 14, 2018

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

BY



**DYLAN REINGOLD
COUNTY ATTORNEY**

SCHEDULE "A"

LEGAL DESCRIPTION OF THE PROPERTY

Sketch and Legal Description for: INDIAN RIVER COUNTY

Legal Description

Being a Parcel of land lying in the East 10 Acres of Government Lot 1 (The same being known as the Government Tracking Station) Section 20, Township 32 South, Range 40 East, Indian River County Florida, said parcel being more particularly described as follows:

Commence at the Southwest corner of said Section 20; Thence North 89°43'34" East, along the South line of said Section 20, a distance of 347.03 feet to the Southwest corner of the East 10 Acres of said Section 20, said point also being the Southwest corner of the aforementioned Government Tracking Station; Thence North 00°16'29" East, along the West line of the Said East 10 Acres and Government Tracking Station, a distance of 212.00 feet; Thence departing said West line, South 89°12'31" East, a distance of 116.00 feet; Thence North 00°10'55" East, a distance of 35.00 feet to the **Point of Beginning** of the following described Parcel:

Thence continue North 00°10'55" East, a distance of 260.25 feet; Thence South 89°13'33" East, a distance of 30.00 feet; Thence South 45°28'41" West, a distance of 21.10 feet; Thence South 00°10'55" West, a distance of 245.26 feet; Thence North 89°12'31" West, a distance of 15.00 feet to the **Point of Beginning**.

Containing 4016 Square Feet, more or less

Surveyor's Notes

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Certification

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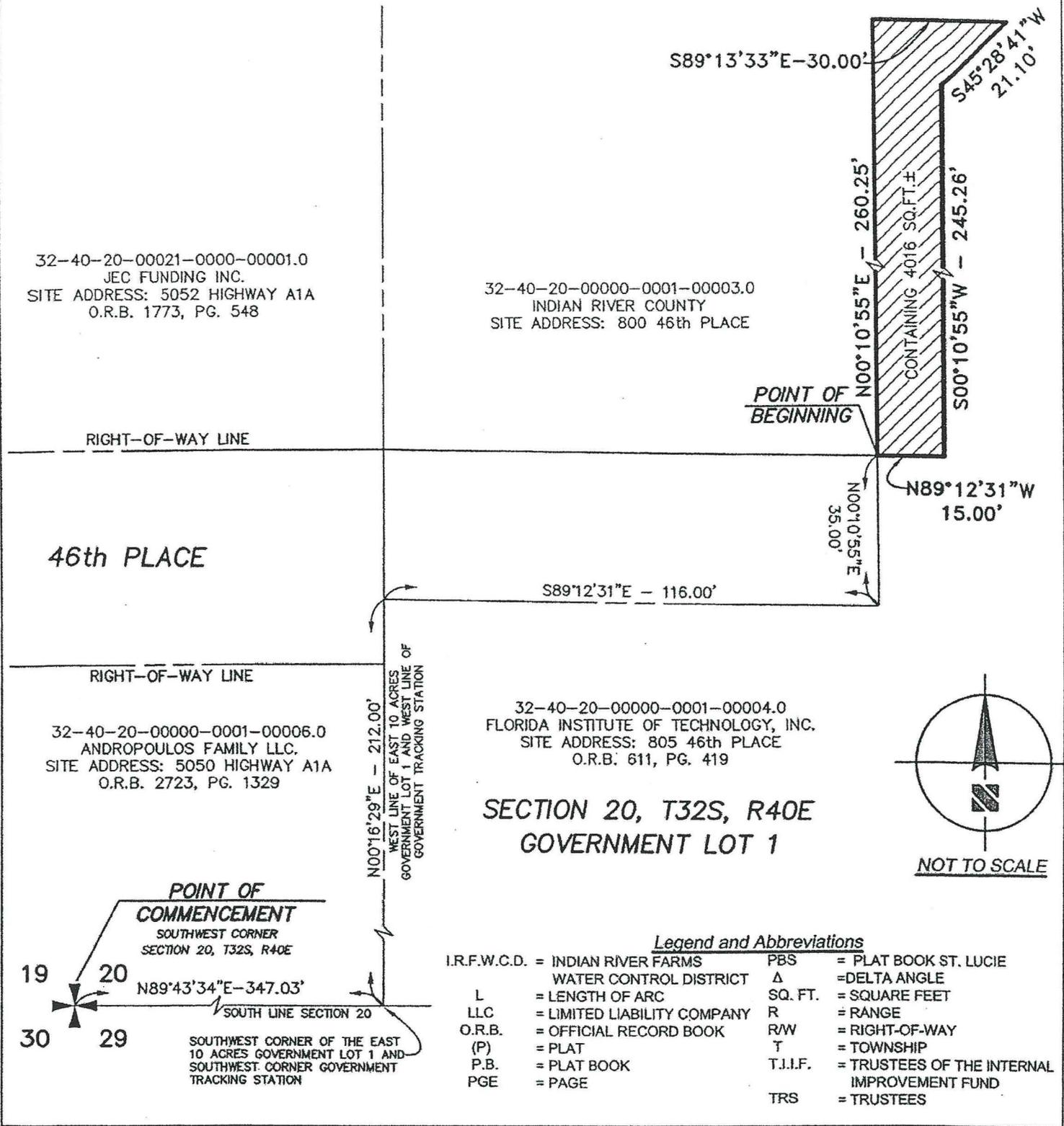
6/20/18
DATE OF SIGNATURE

David W. Schryver
DAVID W. SCHRYVER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4864

AGENCY: INDIAN RIVER COUNTY, FL PUBLIC WORKS DEPT./ENGINEERING DIV.	
DATE: 6/18/18	DRAWN BY: R. INGLETT
SCALE: N/A	APPROVED BY: D. SCHRYVER
SHEET: 1 OF 2	JOB NO: 1040

*Sketch and Legal Description
for:
INDIAN RIVER COUNTY*

Sketch and Legal Description for: INDIAN RIVER COUNTY



AGENCY: INDIAN RIVER COUNTY, FL PUBLIC WORKS DEPT./ENGINEERING DIV.	
DATE: 6/18/18	DRAWN BY: R. INGLETT
SCALE: N/A	APPROVED BY: D.SCHRYVER
SHEET: 2 OF 2	JOB NO: 1040

Sketch and Legal Description
for:
INDIAN RIVER COUNTY

EXHIBIT "H"

LEGAL DESCRIPTION OF VEGETATIVE BUFFER EASEMENT AREA

Sketch and Legal Description for: INDIAN RIVER COUNTY

Legal Description

Being a Parcel of land lying in the East 10 Acres of Government Lot 1 (The same being known as the Government Tracking Station) Section 20, Township 32 South, Range 40 East, Indian River County Florida, said parcel being more particularly described as follows:

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Thence continue South 89°13'33" East, a distance of 161.58 feet, more or less, to the Seaward most location of the vegetated dune; Thence meander Southerly along the said vegetated dune line a distance of 26.0 feet, more or less to point lying 25.00 South of, as measured at right angles to the previously described course; Thence departing said vegetated dune line, North 89°13'33" West, a distance of 182.03 feet, more or less to a point; Thence North 00°10'55" East, a distance of 10.00 feet; Thence North 45°28'41" East, a distance of 21.10 feet to the **Point of Beginning**.

Containing 4370 Square Feet, more or less

Surveyor's Notes

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 WATER CONTROL DISTRICT
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Certification

(NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL
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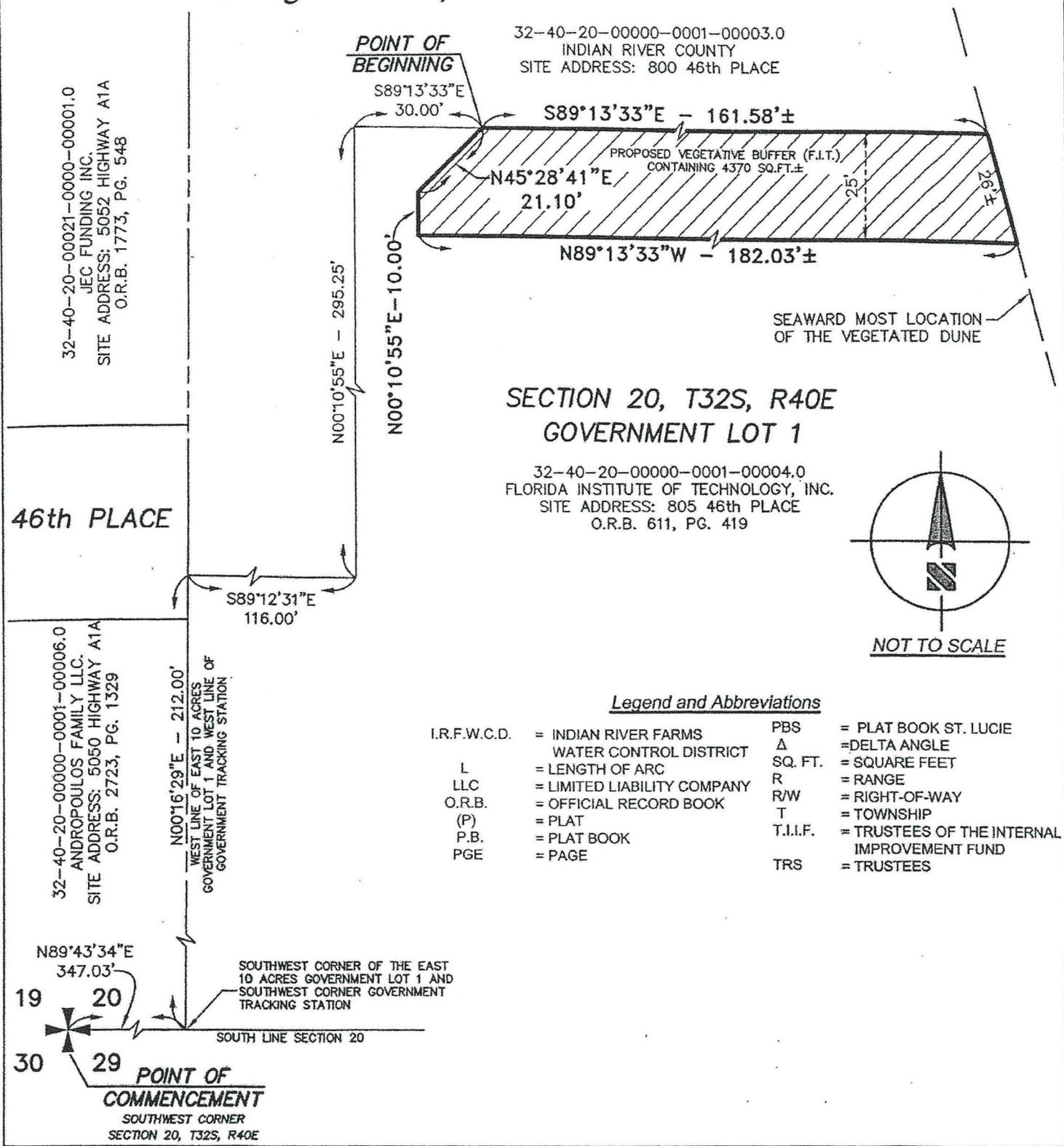
7/2/18
 DATE OF SIGNATURE

DAVID W. SCHRYVER
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 4864

AGENCY: INDIAN RIVER COUNTY, FL PUBLIC WORKS DEPT./ENGINEERING DIV.	
DATE: 6/29/18	DRAWN BY: R. INGLETT
SCALE: N/A	APPROVED BY: D.SCHRYVER
SHEET: 1 OF 2	JOB NO: 1040

*Sketch and Legal Description
 for:
 INDIAN RIVER COUNTY*

Sketch and Legal Description for: INDIAN RIVER COUNTY



**SECTION 20, T32S, R40E
GOVERNMENT LOT 1**

32-40-20-00000-0001-00004.0
FLORIDA INSTITUTE OF TECHNOLOGY, INC.
SITE ADDRESS: 805 46th PLACE
O.R.B. 611, PG. 419



Legend and Abbreviations

- | | | | |
|--------------|---|----------|---|
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| | | TRS | = TRUSTEES |

AGENCY: INDIAN RIVER COUNTY, FL PUBLIC WORKS DEPT./ENGINEERING DIV.	
DATE: 6/29/18	DRAWN BY: R. INGLETT
SCALE: N/A	APPROVED BY: D.SCHRYVER
SHEET: 2 OF 2	JOB NO: 1040

*Sketch and Legal Description
for:
INDIAN RIVER COUNTY*

EXHIBIT "I"

FORM OF VEGETATIVE BUFFER EASEMENT

This Instrument Prepared By
And To Be Returned To:
R. Mason Blake, Esquire
DEAN MEAD
7380 Murrell Road, Suite 200
Melbourne, Florida 32940
(321) 259-8900

VEGETATIVE BUFFER EASEMENT

THIS VEGETATIVE BUFFER EASEMENT (hereinafter referred to as the "Agreement") is made the ___ day of _____, 2018, by FLORIDA INSTITUTE OF TECHNOLOGY, INC., a Florida corporation not for profit (hereinafter referred to as "Grantor"), to INDIAN RIVER COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "Grantee").

W I T N E S S E T H :

WHEREAS, Grantor is the owner of that certain real property located in Indian River County, Florida, as more particularly described in Schedule "A", attached hereto and incorporated herein by reference (hereinafter referred to as the "Florida Tech Property");

WHEREAS, Grantee is the owner of that certain real property adjacent to the Florida Tech Property and located in Indian River County, Florida, as more particularly described in Schedule "B", attached hereto and incorporated herein by reference (hereinafter referred to as the "County Property"); and

WHEREAS, Grantor has agreed to grant to Grantee a vegetative buffer easement over that portion of the Florida Tech Property more particularly described in Schedule "C", attached hereto and incorporated herein by reference (hereinafter referred to as the "Vegetative Buffer Area"), on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Vegetative Buffer Easement. Grantor does hereby grant, convey and confirm to Grantee a vegetative buffer easement in perpetuity over the Vegetative Buffer Area of the nature

and character and to the extent hereinafter set forth (the "Vegetative Buffer Easement"). The purpose of the Vegetative Buffer Easement is to assure that the Vegetative Buffer Area will be retained forever as a vegetative buffer along the northern boundary of the Florida Tech Property adjacent to the County Property. The Vegetative Buffer Easement granted hereunder is a negative easement, and nothing herein shall give Grantee any right to use, possess or enter upon the Vegetative Buffer Area or any portion thereof. This instrument does not grant, and shall not be construed to grant, any rights of any kind or nature whatsoever to the general public.

2. Prohibited Uses. Any activity on or use of the Vegetative Buffer Area inconsistent with the purpose of this Vegetative Buffer Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as authorized by the prior written consent of the Grantee:

- (a) Construction or placing buildings or other structures on or above the ground;
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials;
- (c) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to adversely affect the use of the Vegetative Buffer Area as a vegetative buffer; and
- (d) Surface use, except for purposes that permit the land area to remain predominantly in a vegetative condition.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Vegetative Buffer Area, including the right to engage in or permit or invite others to engage in all uses of the Vegetative Buffer Area that are expressly provided herein and are not inconsistent with the purpose of this Vegetative Buffer Easement. Without limiting the generality of the foregoing, Grantor expressly retains to itself, the right to engage in the following:

- (a) The installation, maintenance repair and replacement of landscaping and vegetation in the Vegetative Buffer Area. The term "maintenance" for purposes of this subsection includes without limitation (i) the removal of dead vegetation; (ii) pruning or removal of hazardous or undesired trees and plants; (iii) the application of permeable materials necessary to correct or impede erosion (e.g., sand, gravel, crushed stone, etc.); and (iv) the application of fertilizers, pest control substances and related material commonly used in gardens and other vegetative areas;
- (b) The installation, maintenance repair and replacement of irrigation and other improvements related to the care and maintenance of the Vegetative Buffer Area.
- (c) The construction, installation, maintenance, repair and replacement of a fence or wall along the northern boundary of the Vegetative Buffer Area;

- (d) The construction, installation, maintenance, repair and replacement of underground utilities beneath the Vegetative Buffer Area;
- (e) The placement and maintenance of “no trespassing” signage relating to any reasonable point of access along the site perimeter, including existing or constructed trail roads or firebreaks, in accordance with Florida trespass law; and
- (f) The placement and maintenance of garden pathways, benches, birdhouses and feeders, and similar recreational improvements within the Vegetative Buffer Area.

4. Grantee's Discretion. Grantee may enforce the terms of this Vegetative Buffer Easement at its discretion, but if Grantor breaches any term of this Vegetative Buffer Easement and Grantee does not exercise its rights under this Vegetative Buffer Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Vegetative Buffer Easement, or of any of the Grantee's rights under this Vegetative Buffer Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy to be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Vegetative Buffer Easement.

5. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties that may occur on the Vegetative Buffer Area arising from Grantor's ownership of the Vegetative Buffer Area. Neither Grantor, nor any person or entity claiming by or through Grantor, shall hold Grantee liable for any damage or injury to any person or personal property that may occur on the Vegetative Buffer Area.

6. Acts Beyond Grantor's Control. Nothing contained in this Vegetative Buffer Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Vegetative Buffer Area resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Vegetative Buffer Area resulting from such causes.

7. Recordation. Grantor shall record this Vegetative Buffer Easement in a timely fashion in the Official Records of Brevard County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Vegetative Buffer Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Vegetative Buffer Easement in the public records.

8. Covenants Running With the Land. The rights, agreements, duties, obligations and easements set forth in this Agreement shall run with the land and shall be binding upon and benefit the parties hereto and their respective successors, assigns, legal representatives, successors-in-title.

9. Modifications. This Agreement may be amended only by a written instrument executed and acknowledged by the owners of all parcels of real property benefiting from and/or

burdened by the easement or easements, or rights and duties related thereto, being modified in any way by such amendment.

10. Governing Law. The laws of the State of Florida shall govern this Agreement. Any provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed under seal by its duly authorized representative as of the day and year above first written.

Signed, sealed and delivered
in the presence of:

FLORIDA INSTITUTE OF TECHNOLOGY, INC.,
a Florida corporation not for profit

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by _____, as _____, of FLORIDA INSTITUTE OF TECHNOLOGY, INC., a Florida corporation not-for-profit, on behalf of the corporation. Said person is (check one) personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____.

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

ACCEPTANCE

The within conveyance of Vegetative Buffer Easement is accepted by Indian River County.

INDIAN RIVER COUNTY

ATTESTED: Jeffrey R. Smith, Clerk of Circuit
Court and Comptroller

By: _____
Peter D. O'Bryan, Chairman
Board of County Commissioners

By: _____
Deputy Clerk

BCC approved: August 14, 2018

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

BY _____
**DYLAN REINGOLD
COUNTY ATTORNEY**

SCHEDULE "A"

LEGAL DESCRIPTION OF FLORIDA TECH PROPERTY

SCHEDULE "A"

Being a parcel of land lying in the East 10 acres of Government Lot 1 (the same being known as the Government Tracking Station), Section 20, Township 32 South, Range 40 East, Indian River County, Florida. The boundary of said parcel being more particularly described as follows: From the Southwest corner of said Section 20, run North 89 degrees 42 minutes 15 seconds East along the Section line, 346.80 feet, more or less, to a concrete monument marking the Southwest corner of the aforesaid Government Tracking Station for the Point of Beginning of the parcel to be herein described; thence run North 0 degrees 13 minutes 15 seconds East along the West line of said Tracking Station, 212.00 feet to a concrete monument; thence run South 89 degrees 15 minutes 45 seconds East, 116.00 feet to a concrete monument; thence run North 0 degrees 13 minutes 15 seconds East, 295.20 feet to a concrete monument; thence run South 89 degrees 15 minutes 45 seconds East 184.28 feet to a concrete monument; thence continue South 89 degrees 15 minutes 45 seconds East, 46 feet, more or less to the Mean High Water Line of the Atlantic Ocean; thence run Southeasterly along the Mean High Water Line, 519 feet, more or less to the South line of said Section 20; thence run South 89 degrees 42 minutes 15 seconds West along the Section line, 47 feet to a concrete monument; thence continue South 89 degrees 42 minutes 15 seconds West on the same line 436.48 feet to the Point of Beginning. Containing 4.020 acres, more or less.

SCHEDULE "B"

LEGAL DESCRIPTION OF COUNTY PROPERTY

SCHEDULE "B" (page 1)

As a point of reference, commence at the southwest corner of said Section 20; run thence S 89°45'25" E along the south line of said Section 20, a distance of 349.14 feet to a concrete monument; thence N 0°13'15" E, 1000 feet to the point of beginning of the property hereby conveyed; from said point of beginning, continue N 0°13'15" E, 350 feet to a point; thence S 89°45'25" E, 90 feet, more or less, to the mean high water line of the Atlantic Ocean; thence meander in a southeasterly direction 375 feet, more or less, to a line that is parallel and 1000 feet north of the south line of said Section 20; thence N 89°45'25" W, 208 feet, more or less, to a line that is parallel and 349.14 feet east of the west line of said Section 20 and the point of beginning, containing 1.21 acres, more or less.

SCHEDULE "B" (page 2)

PARCEL "C"

Being a parcel of land lying in the East 10 acres of Government Lot 1 (the same being known as the Government Tracking Station), Section 20, Township 32 South, Range 40 East, Indian River County, Florida. The boundary of said parcel being more particularly described as follows: From the Southwest corner of said Section 20, run North $89^{\circ}42'15''$ East along the Section line, 346.80 feet, more or less to a concrete monument marking the Southwest corner of the aforesaid Government Tracking Station; thence run North $0^{\circ}13'15''$ East along the West line of said Tracking Station, 212.00 feet to a concrete monument for the Point of Beginning of the parcel to be herein described; thence continue North $0^{\circ}13'15''$ East along the same line, 788.00 feet to a concrete monument; thence run South $89^{\circ}45'25''$ East 208.00 feet, more or less, to the Mean High Water Line of the Atlantic Ocean; thence run Southwesterly along the Mean High Water Line, 514.00 feet; thence run North $89^{\circ}15'45''$ West, 46.00 feet, more or less to a concrete monument which is 25 feet, more or less West of the Ocean Bluff line; thence continue North $89^{\circ}15'45''$ West on the same line, 184.28 feet to a concrete monument; thence run South $1^{\circ}13'15''$ West 295.20 feet to a concrete monument; thence run North $89^{\circ}15'45''$ West, 116.00 feet to the Point of Beginning. Containing 4.020 acres, more or less.

PARCEL "1"

All that tract or parcel of land lying, and being in Government Lot 1, Section 20, Township 32 South, Range 40 East, Tallahassee Meridian, Indian River County, Florida, and more particularly described as follows:

SCHEDULE "B" (page 3)

Commencing at a concrete monument which is on the South line and 349.14 feet S 89°45'25" E of the Southwest corner of said Section 20, and at a corner of tract of land owned in fee by the United States of America at Vero Beach Tracking Annex;

Thence N 00°13'15" E along the boundary of said United States tract and subsequently along the boundary of a tract of land conveyed to Indian River County, Florida, by the United States of America by quitclaim deed dated 24 August 1970, a distance of 1350.0 feet to a corner of said tracts and the POINT OF BEGINNING.

Thence continue N 00°13'15" E along the boundary of said United States tract 340 feet, more or less, to a point which is on the mean high water line of the Atlantic Ocean, and at a corner of said United States tract;

Thence Southeasterly along the meanders of said high water line which is along the boundary of said United States tract 350 feet, more or less, to a point on a line which bears S 89°45'25" E from the point of beginning, at a corner of said United States tract and at a corner of said Indian River County tract;

Thence N 89°45'25" W along the boundary of said United States tract which is along the boundary of said Indian River County tract 90 feet, more or less, to the point of beginning.

Containing 0.33 of an acre, more or less, and being a portion of Tract "A" of Vero Beach Tracking Annex.

SCHEDULE "C"

LEGAL DESCRIPTION OF VEGETATIVE BUFFER AREA

Sketch and Legal Description for: INDIAN RIVER COUNTY

Legal Description

Being a Parcel of land lying in the East 10 Acres of Government Lot 1 (The same being known as the Government Tracking Station) Section 20, Township 32 South, Range 40 East, Indian River County Florida, said parcel being more particularly described as follows:

Commence at the Southwest corner of said Section 20; Thence North 89°43'34" East, along the South line of said Section 20, a distance of 347.03 feet to the Southwest corner of the East 10 Acres of said Section 20, said point also being the Southwest corner of the aforementioned Government Tracking Station; Thence North 00°16'29" East, along the West line of the Said East 10 Acres and Government Tracking Station, a distance of 212.00 feet; Thence departing said West line, South 89°12'31" East, a distance of 116.00 feet; Thence North 00°10'55" East, a distance of 295.25 feet; Thence South 89°13'33" East, a distance of 30.00 feet to the **Point of Beginning** of the following described Parcel:

Thence continue South 89°13'33" East, a distance of 161.58 feet, more or less, to the Seaward most location of the vegetated dune; Thence meander Southerly along the said vegetated dune line a distance of 26.0 feet, more or less to point lying 25.00 South of, as measured at right angles to the previously described course; Thence departing said vegetated dune line, North 89°13'33" West, a distance of 182.03 feet, more or less to a point; Thence North 00°10'55" East, a distance of 10.00 feet; Thence North 45°28'41" East, a distance of 21.10 feet to the **Point of Beginning**.

Containing 4370 Square Feet, more or less

Surveyor's Notes

- 1). This Sketch and Legal Description was prepared with the benefit of Boundary Survey prepared by William B. Zentz & Associates, Inc., Job No. 101-454, Dated November 21, 2008.
- 2). This legal description shall not be valid unless:
 - (a) Provided in its entirety consisting of 2 sheets , with sheet 2 showing the sketch of the description.
 - (b) Reproductions of the description and sketch are not valid unless signed and sealed with an embossed surveyor's seal.
- 3). The Bearings shown hereon are assumed and Referenced to the South line of Section 20, Township 32 South, Range 40 East . Said line bears North 89°43'34" East and all others are relative thereto.



Legend and Abbreviations

- I.R.F.W.C.D. = INDIAN RIVER FARMS WATER CONTROL DISTRICT
- L = LENGTH OF ARC
- LLC = LIMITED LIABILITY COMPANY
- O.R.B. = OFFICIAL RECORD BOOK
- (P) = PLAT
- P.B. = PLAT BOOK
- PGE = PAGE
- PBS = PLAT BOOK ST. LUCIE
- Δ = DELTA ANGLE
- SQ. FT. = SQUARE FEET
- R = RANGE
- RAW = RIGHT-OF-WAY
- T = TOWNSHIP
- T.I.I.F. = TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
- TRS = TRUSTEES

Certification

(NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER)

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION OF THE PROPERTY SHOWN AND DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID SKETCH AND LEGAL IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR SURVEYS SET FORTH BY THE FLORIDA PROFESSIONAL BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATE STATUTES.

7/2/18
DATE OF SIGNATURE

DAVID W. SCHRYVER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4864

AGENCY: **INDIAN RIVER COUNTY, FL
PUBLIC WORKS DEPT./ENGINEERING DIV.**

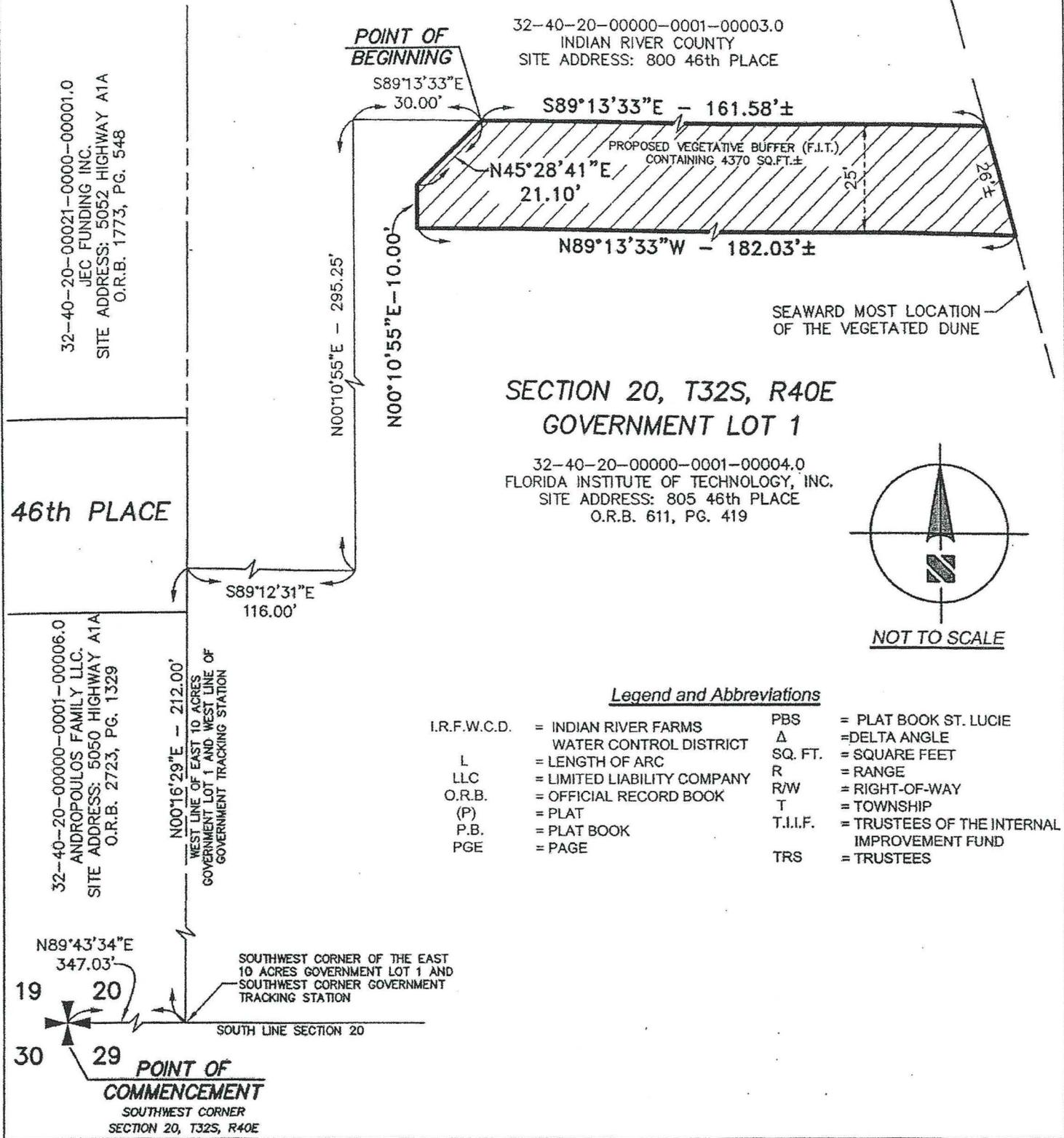
DATE: **6/29/18** DRAWN BY: **R. INGLETT**

SCALE: **N/A** APPROVED BY: **D.SCHRYVER**

SHEET: **1 OF 2** JOB NO: **1040**

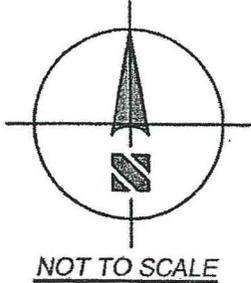
*Sketch and Legal Description
for:
INDIAN RIVER COUNTY*

Sketch and Legal Description for: INDIAN RIVER COUNTY



Legend and Abbreviations

- | | | | |
|--------------|---|----------|---|
| I.R.F.W.C.D. | = INDIAN RIVER FARMS WATER CONTROL DISTRICT | PBS | = PLAT BOOK ST. LUCIE |
| L | = LENGTH OF ARC | Δ | = DELTA ANGLE |
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| P.B. | = PLAT BOOK | T | = TOWNSHIP |
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| | | TRS | = TRUSTEES |



AGENCY: INDIAN RIVER COUNTY, FL PUBLIC WORKS DEPT./ENGINEERING DIV.	
DATE: 6/29/18	DRAWN BY: R. INGLETT
SCALE: N/A	APPROVED BY: D.SCHRYVER
SHEET: 2 OF 2	JOB NO: 1040

*Sketch and Legal Description
 for:
 INDIAN RIVER COUNTY*

EXHIBIT "J"

LEGAL DESCRIPTION OF BEACH EASEMENT AREA

Sketch and Legal Description for: INDIAN RIVER COUNTY

Legal Description

Being a Parcel of land lying in the East 10 Acres of Government Lot 1 (The same being known as the Government Tracking Station) Section 20, Township 32 South, Range 40 East, Indian River County Florida, said parcel being more particularly described as follows:

Bounded on the North by the North line of those lands as described in Official Record Book 611, Page 419 of the Public Records of Indian River County, Florida;

Bounded on the East, by the mean high water line of the Atlantic Ocean;

Bounded on the South by the south line of those lands as described in Official Record Book 611, Page 419, of the Public Records of Indian River County, Florida.

And Bounded on the West by the Seaward most location of the Vegetated Dune.

Containing 55,788 Square Feet, (1.28 acres) more or less

Surveyor's Notes

- 1). This Sketch and Legal Description was prepared with the benefit of Boundary Survey prepared by William B. Zentz & Associates, Inc., Job No. 101-454, Dated November 21, 2008.
- 2). This legal description shall not be valid unless:
 - (a) Provided in its entirety consisting of 2 sheets , with sheet 2 showing the sketch of the description.
 - (b) Reproductions of the description and sketch are not valid unless signed and sealed with an embossed surveyor's seal.
- 3). The Bearings shown hereon are assumed and Referenced to the South line of Section 20, Township 32 South, Range 40 East . Said line bears North 89°43'34" East and all others are relative thereto.



Legend and Abbreviations

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- L = LENGTH OF ARC
- LLC = LIMITED LIABILITY COMPANY
- O.R.B. = OFFICIAL RECORD BOOK
- (P) = PLAT
- P.B. = PLAT BOOK
- PGE = PAGE
- PBS = PLAT BOOK ST. LUCIE
- Δ = DELTA ANGLE
- SQ. FT. = SQUARE FEET
- R = RANGE
- R/W = RIGHT-OF-WAY
- T = TOWNSHIP
- T.I.I.F. = TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
- TRS = TRUSTEES

Certification

(NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER)

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION OF THE PROPERTY SHOWN AND DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID SKETCH AND LEGAL IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR SURVEYS SET FORTH BY THE FLORIDA PROFESSIONAL BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATE STATUTES.

7/2/18
DATE OF SIGNATURE

David W. Schryver
DAVID W. SCHRYVER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4864

AGENCY: **INDIAN RIVER COUNTY, FL
PUBLIC WORKS DEPT./ENGINEERING DIV.**

DATE: **6/29/18** DRAWN BY: **R. INGLETT**

SCALE: **N/A** APPROVED BY: **D. SCHRYVER**

SHEET: **1 OF 2** JOB NO: **1040**

*Sketch and Legal Description
for:
INDIAN RIVER COUNTY*

Sketch and Legal Description for: INDIAN RIVER COUNTY

32-40-20-00000-0001-00003.0
 INDIAN RIVER COUNTY
 SITE ADDRESS: 800 46th PLACE

32-40-20-00021-0000-00001.0
 JEC FUNDING INC.
 SITE ADDRESS: 5052 HIGHWAY A1A
 O.R.B. 1773, PG. 548

46th PLACE

32-40-20-00000-0001-00006.0
 ANDROPOULOS FAMILY LLC.
 SITE ADDRESS: 5050 HIGHWAY A1A
 O.R.B. 2723, PG. 1329

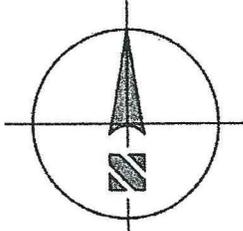
N89°43'34"E
 347.03'
 19 20
 30 29

N00°16'29"E - 212.00'
 WEST LINE OF EAST 10 ACRES
 GOVERNMENT LOT 1 AND WEST LINE OF
 GOVERNMENT TRACKING STATION

SOUTH LINE SECTION 20
 SOUTHWEST CORNER OF THE EAST
 10 ACRES GOVERNMENT LOT 1 AND
 SOUTHWEST CORNER GOVERNMENT
 TRACKING STATION

S89°13'33"E - 191.58'±

NORTH LINE OF THE F.I.T. PARCEL
 OFFICIAL RECORD BOOK 611, PAGE 419



NOT TO SCALE

SECTION 20, T32S, R40E GOVERNMENT LOT 1

32-40-20-00000-0001-00004.0
 FLORIDA INSTITUTE OF TECHNOLOGY, INC.
 SITE ADDRESS: 805 46th PLACE
 O.R.B. 611, PG. 419

SOUTH LINE OF THE F.I.T. PARCEL
 OFFICIAL RECORD BOOK 611, PAGE 419

99.0'±
 SEAWARD MOST LOCATION OF THE VEGETATED DUNE

SAND BEACH
 MEAN HIGH WATER LINE
 ATLANTIC OCEAN

515'±

516'±

113'±

Legend and Abbreviations

F.I.T.	FLORIDA INSTITUTE OF TECHNOLOGY	P.B.S.	= PLAT BOOK ST. LUCIE
I.R.F.W.C.D.	= INDIAN RIVER FARMS WATER CONTROL DISTRICT	Δ	= DELTA ANGLE
L	= LENGTH OF ARC	SQ. FT.	= SQUARE FEET
LLC	= LIMITED LIABILITY COMPANY	R	= RANGE
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PGE	= PAGE	TRS	= TRUSTEES

AGENCY: INDIAN RIVER COUNTY, FL PUBLIC WORKS DEPT./ENGINEERING DIV.	
DATE: 6/29/18	DRAWN BY: R. INGLETT
SCALE: N/A	APPROVED BY: D.SCHRYVER
SHEET: 2 OF 2	JOB NO: 1040

*Sketch and Legal Description
 for:
 INDIAN RIVER COUNTY*

EXHIBIT "K"

FORM OF BEACH EASEMENT

Perpetual Beach Management and Assessment Easement

Grantor: Florida Institute of Technology, Inc.
150 W. University Blvd.
Melbourne, FL 32901-6988

Grantee: Indian River County, Florida, a political subdivision
of the State of Florida, 1801 27th Street,
Vero Beach, Florida 32960

Date: ____, __, 2018

In consideration of the sum of one dollar (\$1.00) and other valuable considerations, receipt of which is acknowledged, Grantor grants to Grantee, its agents, successors and assigns, an assignable perpetual easement and right-of-way in, on, over and across the land described in Schedule "A" for use by the Board of County Commissioners of Indian River County, Florida ("County"), its representatives, agents, contractors, and assigns, to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, temporarily store and remove equipment and supplies; to erect and remove temporary structures (as used herein, the words "temporary structures" does not include buildings of any kind); and to perform any other work necessary and incident to the construction, periodic renourishment, maintenance, and implementation of the Indian River County's Beach Preservation Plan, together with the right of public use and access for recreational purposes, including, but not limited to normal use of the sandy beach area for beach swimming, sunbathing and other traditional beach recreational activities only on the portion of Granter's property described in Schedule "A"; to protect and monitor nesting marine turtles and hatchlings from the adverse effects of anthropogenic activity as required by the Florida Fish and Wildlife Conservation Commission Marine Turtle Permit issued to the County and the County Habitat Conservation Plan in order to provide for overall improvement in nesting habitat and to increase successful nesting activities and production of hatchlings on the beaches located in the state of Florida; to salvage for the purpose of protecting public health and welfare; to plant vegetation on said dunes and berms; to facilitate preservation of dunes and vegetation (provided, however that the Grantor shall retain the right to construct one or more dune crossovers provided all applicable federal, state, and local permits and approvals for any such crossovers are obtained); to remove from said land debris and obstructions within the limits of the easement; and further reserving to the Grantor, its successors and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for

public utilities and pipelines. None of the easement rights granted hereunder are intended to give the Grantee, and shall not be construed or deemed to give the Grantee, the right to prohibit or restrict the Grantor and its successors and assigns from using and enjoying the sandy portion of the beach within the land described in Schedule "A" for recreational purposes in the same manner and to the same extent as members of the general public are entitled to use beach areas within the County for recreational purposes.

IN WITNESS WHEREOF, Grantor has herein set its hand and seal the day and year written above.

Signature: _____ (Grantor)
Printed Name: _____

Witness Signature _____
Printed Name _____

Witness Signature _____
Printed Name _____

Notary Insert HERE

ACCEPTANCE

The within conveyance of Beach Easement is accepted by Indian River County.

INDIAN RIVER COUNTY

ATTESTED: Jeffrey R. Smith, Clerk of Circuit
Court and Comptroller

By: _____
Peter D. O'Bryan, Chairman
Board of County Commissioners

By: _____
Deputy Clerk

BCC approved: August 14, 2018

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

BY



**DYLAN REINGOLD
COUNTY ATTORNEY**

Sketch and Legal Description for: INDIAN RIVER COUNTY

Legal Description

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Certification

(NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER)

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION OF THE PROPERTY SHOWN AND DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID SKETCH AND LEGAL IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR SURVEYS SET FORTH BY THE FLORIDA PROFESSIONAL BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATE STATUTES.

7/2/18
DATE OF SIGNATURE

David W. Schryver
DAVID W. SCHRYVER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4864

AGENCY: **INDIAN RIVER COUNTY, FL
PUBLIC WORKS DEPT./ENGINEERING DIV.**

DATE: **6/29/18** DRAWN BY: **R. INGLETT**

SCALE: **N/A** APPROVED BY: **D. SCHRYVER**

SHEET: **1 OF 2** JOB NO: **1040**

*Sketch and Legal Description
for:
INDIAN RIVER COUNTY*

Sketch and Legal Description for: INDIAN RIVER COUNTY

32-40-20-00000-0001-00003.0
 INDIAN RIVER COUNTY
 SITE ADDRESS: 800 46th PLACE

32-40-20-00021-0000-00001.0
 JEC FUNDING INC.
 SITE ADDRESS: 5052 HIGHWAY A1A
 O.R.B. 1773, PG. 548

46th PLACE

32-40-20-00000-0001-00006.0
 ANDROPOULOS FAMILY LLC.
 SITE ADDRESS: 5050 HIGHWAY A1A
 O.R.B. 2723, PG. 1329

N89°43'34"E
 347.03'
 19 20
 30 29

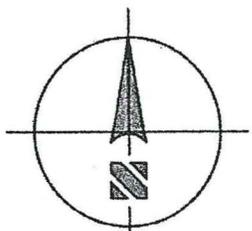
N00°16'29"E - 212.00'
 WEST LINE OF EAST 10 ACRES
 GOVERNMENT LOT 1 AND WEST LINE OF
 GOVERNMENT TRACKING STATION

SOUTH LINE SECTION 20
 SOUTHWEST CORNER OF THE EAST
 10 ACRES GOVERNMENT LOT 1 AND
 SOUTHWEST CORNER GOVERNMENT
 TRACKING STATION

N00°10'55"E - 295.25'

S89°13'33"E - 191.58'±

NORTH LINE OF THE F.I.T. PARCEL
 OFFICIAL RECORD BOOK 611, PAGE 419

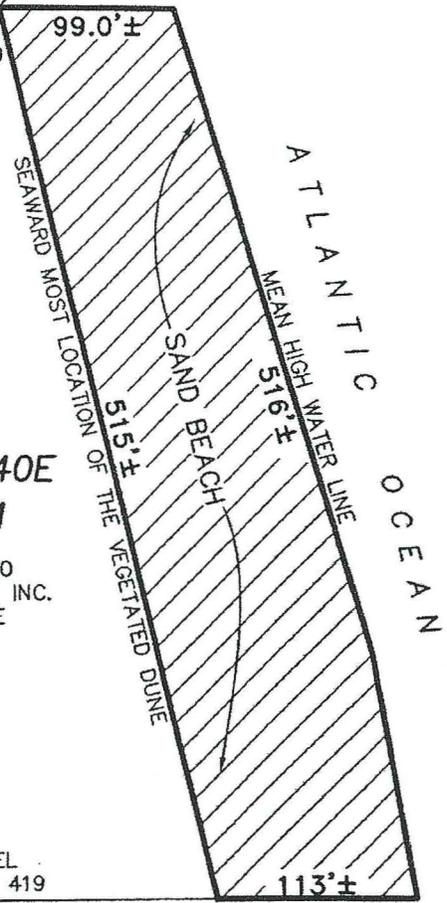


NOT TO SCALE

SECTION 20, T32S, R40E GOVERNMENT LOT 1

32-40-20-00000-0001-00004.0
 FLORIDA INSTITUTE OF TECHNOLOGY, INC.
 SITE ADDRESS: 805 46th PLACE
 O.R.B. 611, PG. 419

SOUTH LINE OF THE F.I.T. PARCEL
 OFFICIAL RECORD BOOK 611, PAGE 419



Legend and Abbreviations

F.I.T.	FLORIDA INSTITUTE OF TECHNOLOGY	P.B.S.	= PLAT BOOK ST. LUCIE
I.R.F.W.C.D.	= INDIAN RIVER FARMS WATER CONTROL DISTRICT	Δ	= DELTA ANGLE
L	= LENGTH OF ARC	SQ. FT.	= SQUARE FEET
LLC	= LIMITED LIABILITY COMPANY	R	= RANGE
O.R.B.	= OFFICIAL RECORD BOOK	R/W	= RIGHT-OF-WAY
(P)	= PLAT	T	= TOWNSHIP
P.B.	= PLAT BOOK	T.I.I.F.	= TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
PGE	= PAGE	TRS	= TRUSTEES

AGENCY: **INDIAN RIVER COUNTY, FL
 PUBLIC WORKS DEPT./ENGINEERING DIV.**

DATE: **6/29/18** DRAWN BY: **R. INGLETT**

SCALE: **N/A** APPROVED BY: **D.SCHRYVER**

SHEET: **2 OF 2** JOB NO: **1040**

*Sketch and Legal Description
 for:
 INDIAN RIVER COUNTY*