

CANCELLATION OF AGREEMENT  
FOR RESERVATION OF ROAD RIGHT-OF-WAY

THIS AGREEMENT for Cancellation of Agreement for Reservation of Road Right-of-Way made and entered into this \_\_\_\_\_ day of January, 2017 by and between Indian River County, a political subdivision of the State of Florida herein after "COUNTY", whose address is 1801 27<sup>th</sup> Street, Vero Beach, FL 32960 and United Irrigation, Inc., a Florida corporation, hereinafter "United" whose address is 686 3<sup>rd</sup> Place, Vero Beach, FL 32962.

WHEREAS, UNITED is the owner of a certain parcel of property located in Indian River County at the southwest corner of U.S. Highway 1 and 11th Street with an address of 825 11<sup>th</sup> Street, Vero Beach, FL and depicted in the aerial photo described in Exhibit "A" attached; and

WHEREAS, the COUNTY and UNITED entered into an Agreement for Reservation of Road Right-of-Way ("Agreement") dated March 22, 1988 recorded in the Public Records of Indian River County at OR Book 795, Page 302, attached hereto as Exhibit "B"; and

WHEREAS, the parties entered into that Agreement in order for UNITED to obtain site plan approval; and

WHEREAS, the parties no longer desire to be bound by the terms and the conditions of that Agreement; and

NOW, THEREFORE, in consideration of the benefits accruing to the parties and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Agreement for Reservation of Road Right-of-Way dated March 22, 1988 and recorded at OR Book 795, Page 302 is hereby cancelled and is of no further effect on the parties.

2. The reservation in the real property described in the attached Exhibit "B" is hereby cancelled and no longer encumbers the real property.
3. The conditions, restrictions and all other terms in the Agreement that were declared to be and constituted covenants running with the land in said Agreement, in the property described in Exhibit "B" are hereby abolished and of no further force and effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed the day and year first written above.

UNITED IRRIGATION, INC.

INDIAN RIVER COUNTY BOARD  
OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Kelly K. Hiers, President

By: \_\_\_\_\_  
Joseph E. Flescher, Chairman

Sign: \_\_\_\_\_

Date approved: \_\_\_\_\_

Witness: (print) \_\_\_\_\_

Attest:  
Jeffrey R. Smith, Clerk & Comptroller

Witness: (print) \_\_\_\_\_

By \_\_\_\_\_  
Deputy Clerk

Approved:

By \_\_\_\_\_  
Jason E. Brown  
County Administrator

Approved as to form and legal  
Sufficiency:


  
\_\_\_\_\_  
William K. DeBraal  
Deputy County Attorney



EXHIBIT "A"

## EXHIBIT "B"

546671

AGREEMENT FOR  
RESERVATION OF ROAD RIGHT-OF-WAY

THIS AGREEMENT, made and entered into this 22nd day of March, 1988, by and between Indian River County, a political subdivision of the State of Florida (hereafter Grantee), and United Irrigation, Inc. a Florida corporation, its successors, and assigns (hereafter "Grantor");

WHEREAS, Grantor is the owner of certain property within Indian River County located on land more particularly described in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, Grantor wishes to further develop said property in accordance with a site plan requiring Indian River County approval; and

WHEREAS, as a condition of the site plan approval, Indian River County desires certain assurances regarding the reservation of a portion of the aforementioned property, more particularly described in Exhibit "B", attached hereto and incorporated herein, for future right-of-way purposes; and

WHEREAS, Grantor recognizes that the County will purchase said property as described in Exhibit "B" when such acquisition becomes necessary for roadway expansion or improvements incidental to roadway expansion; and

WHEREAS, Grantor, desiring that this Reservation of Right-Of-Way resolve certain questions pertaining to said property, is willing to commit to the covenants, conditions, and terms further described herein;

NOW, THEREFORE, for and in consideration of the benefits accruing to Grantor's property from site plan approval and other good and valuable consideration, the sufficiency of which are hereby acknowledged, and in an effort to accomplish the above-stated objectives, Grantor expressly represents and agrees on behalf of itself, its successors, its legal representatives and assigns, as follows:

1. Grantor will not construct or cause to be constructed, built or placed upon the reserved parcel of land described herein as Exhibit "B", any improvement which would increase the value of said parcel or of the remaining property described in Exhibit "A" herein or any site-related improvement which is required by law to serve the principle use on the property except as shown on Site Plan No. AA-87-05-75 as it may be approved in the future. All future structures shall be set back from the reserved parcel in conformance with setbacks established in the zoning code as if the reserved parcel were part of the right-of-way.

2. Grantor acknowledges and agrees with Indian River County that the purpose of this agreement is to prevent improvements or encroachments into the property reserved for future right-of-way, and Grantor further agrees to forego and waive any and all damages or compensation for the value of any intentional or incidental improvements which are made to the reserved property, except as described herein.

This document was prepared by  
and should be returned to  
the County Attorney's Office,  
1840 25th St., Vero Beach  
Florida 32930

3. Indian River County recognizes that Grantor may continue to make such use of the reserved property as will not cause an increase in the value of the reserved property or of the remaining site, until such time as the County acquires the reserved property for right-of-way improvements.

4. Indian River County reserves the right to purchase the entire parcel described in Exhibit "B" and not a part thereof, with the purchase price to be the negotiated fair market value at the time of purchase.

5. Grantor agrees and understands that when Grantee does acquire the property, Grantor will convey title by quitclaim deed to Grantee and Grantee will be responsible for title searches and insurance.

6. The conditions, restrictions and all other terms in this document are hereby declared to be and constitute covenants running to and for the benefit of every purchaser of any property described in Exhibit "A", and such covenants shall run with the land and be binding on the undersigned owners, and all future owners and their heirs and assigns of any interest in any part of said property.

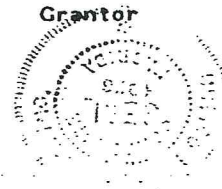
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed this 22nd day of March, 1988 by the below authorized representatives.

UNITED IRRIGATION, INC.  
a Florida Corporation

[Signature]  
Witness F.W. Baker

By [Signature]  
Bobby J. Hiers  
Title President

[Signature]  
Witness Lynn Wampler



(Seal)

BOARD OF COUNTY COMMISSIONERS  
INDIAN RIVER COUNTY, FLORIDA

ATTEST:  
By [Signature]  
Clerk: [Signature]  
by V. Nargreaves, S.C.

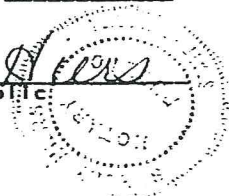
By [Signature]  
Robert M. Keating, Director  
Community Development  
Department

OK per legal  
[Signature]  
3-25-88

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF INDIAN RIVER )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Bobby J. Hiers, to me known to be the President of United Irrigation, Inc. and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of March, 1988.

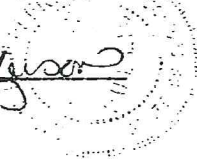
Bobby J. Hiers  
Notary Public:  


My Commission Expires:  
~~Notary Public, State of Florida~~  
~~My Commission Expires July 11, 1991~~  
~~Bonded Three Troy Fair - Insurance Inc~~

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF INDIAN RIVER )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ROBERT M. KEATING to me known to be the person described in and who executed the foregoing instrument as designee of the Board of County Commissioners of Indian River County, Florida, and acknowledged to and before me that he executed the same as the act and deed of such County.

WITNESS my hand and official seal in the County and State last aforesaid this 24<sup>th</sup> day of March, 1988.

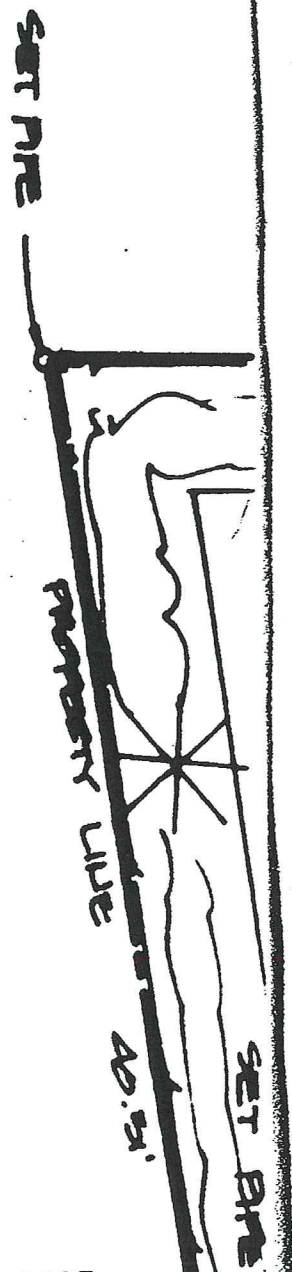
Ruth L. Jefferson  
Notary Public:  


My Commission Expires:  
~~Notary Public, State of Florida at Large~~  
~~My Commission Expires April 29, 1991~~

EXHIBIT "A"

# LEGAL DESCRIPTION

LOT 1, LESS THE EAST 3.0 FEET AND LOT 2 LESS THE EAST 3.0 FEET AND THRU THE LOT 3 LESS THE EAST 0.3 FEET AND ALL LOT 3, ALL IN BLOCK 4, ROYALE CANALS SUBDIVISION RECORDS TO PARCEL 1, PAGE 10, THRU BAKER COUNTY, FLORIDA, PUBLIC RECORDS.



CROSS OF URBAN ASPHALT

O.R. 795 PG 0305

O.R. 795 P6 0300

SKETCH OF LEGAL DESCRIPTION FOR MONARCH MOTORS FILED FOR RECORD

LEGAL DESCRIPTION FOR A 10 FOOT FUTURE  
RIGHT-OF-WAY RESERVATION

AND PAGE ABOVE  
RECORDED

88 APR 11 PM 3:05

FLORIDA  
CLERK OF CIRCUIT COURT  
INDIAN RIVER CO., FLA.  
BY *[Signature]* D.C.  
*[Signature]*

Commencing at the northeast corner of Block 4 of Rosedale Gardens Subdivision as recorded in Plat Book 1, Page 10 of the Public Records of Indian River County, Florida; proceed N 90°00'00" W a distance of 5.0 feet to the Point of Beginning, said point being on the westerly right-of-way line of U.S. 1; thence S 00°00'00" E a distance of 65.00 feet to a point on the south line of Lot 1; thence N 90°00'00" E a distance of 2.00 feet; thence S 00°00'00" E a distance of 64.94 feet to a point on the south line of Lot 2; thence N 90°00'00" E a distance of 2.12 feet; thence S 00°00'00" E a distance of 40.00 feet; thence N 90°00'00" W a distance of 10.00 feet; thence N 00°00'00" E a distance of 40.00 feet; thence N 90°00'00" W a distance of 2.12 feet; thence N 00°00'00" E a distance of 64.94 feet; thence N 90°00'00" W a distance of 2.00 feet; thence N 00°00'00" E a distance of 65.00 feet; thence N 90°00'00" E a distance of 10.00 feet to the Point of Beginning.

NOTES:

1. Bearings based on an assumed meridian.
2. This survey is not valid unless sealed with an embossed surveyor's seal.
3. Lands shown hereon were not abstracted for rights of way, easements of record or ownership.
4. Right-of-Way information for U.S. Hwy. 1 based on Florida D.O.T. Right-of-Way Map, Section No. 8801 (150) 206, Sheet 3;
5. This is not a boundary survey.

CERTIFICATE OF SURVEYOR - I HEREBY CERTIFY that this sketch of legal description is true and correct to the best of my knowledge and belief and meets the Minimum Technical Standards as set forth by the Board of Professional Land Surveyors, Florida Statutes Chapter 21-HH-6.

FIELD BOOK IR-57, PAGES 51-53  
COMM. NO. 2408.00  
DWN: CC  
3-15-88

*[Signature]* 3/18/88  
JOHN R. MORGAN, II, P.L.S.  
REGISTERED LAND SURVEYOR 3520  
STATE OF FLORIDA

EXHIBIT "B"