

**DEVELOPER'S AGREEMENT BETWEEN
INDIAN RIVER COUNTY
AND
GRBK GHO ARABELLA RESERVE, LLC**

THIS DEVELOPER'S AGREEMENT (Agreement) is made and entered into this ____ day of _____, 2018, by and between **INDIAN RIVER COUNTY, FLORIDA**, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL 32960 ("County") and **GRBK GHO ARABELLA RESERVE, LLC**, a Florida limited liability company, 590 NW Mercantile Place, Port St. Lucie, FL 34960 ("Developer").

WITNESSETH:

WHEREAS, Developer proposes to develop a single family home subdivision located on the southeast Corner of 49th Street and 58th Avenue in Indian River County, Florida, to be known as Arabella Reserve, on real property legally described as follows:

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

WHEREAS, the County and the Developer share mutual goals and have determined that they can assist each other with respect to right-of-way acquisition, roadway and drainage improvements, intersection improvements, and other improvements described herein and required as a condition of the Arabella Reserve approval; and

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

NOW, THEREFORE, for and in consideration of these premises, Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Developer do hereby covenant, stipulate, and agree as follows:

1. Recitals: The foregoing recitals are incorporated as if fully restated herein.
2. Intersection Improvements: The Developer shall contribute \$13,022.00 to the County which represents 3.6% of the total cost for Intersection Improvements of 49th Street and 58th Avenue. County acknowledges that the contributions above satisfy the Developer's entire obligation with respect to off-site intersection improvements through build-out of Arabella Reserve, except to the extent that additional property or units may be added to Arabella Reserve in the future. The County shall not withhold any approval or permit, nor shall it deny concurrency, because of the condition or state of any intersection in the County as long as the Developer is in compliance with this Developer's Agreement.

3. 58th Avenue Right-of-way Dedication:

Within ten (10) days of approval of this agreement the Developer shall dedicate to the County a total of ±1.08 acres of property to be used as right-of-way for improvement of 58th Avenue, consisting of 0.70 acres of property not encumbered by Murphy Reservation and 0.38 acres encumbered by a Murphy Reservation, with sixty-seven feet (67') of right-of-way along the project's 58th Avenue frontage from the south property line to 49th Street a distance of approximately 616.70 feet to include a corner clip of property fronting 49th Street as depicted on Exhibit "B" attached and incorporated herein by reference. The County shall compensate the developer \$28,000 for the 0.70 acres of property not encumbered by a Murphy Reservation as outlined in the property appraisal obtained by the County on dated March 1, 2018.

4. Stormwater Capacity

The Developer shall provide stormwater capacity for 58th Avenue improvements as follows:

- Within ten (10) days of approval of this agreement the Developer shall provide non-exclusive stormwater and ingress/egress easement for Proposed Tract "G", Tract "M", and Tract "N" that also encumbers portions of Landscape Buffer, Tract "C" and Tract "Q" as depicted in Exhibit "C" attached and incorporated herein by reference as part of this agreement. The non-exclusive easements above will terminate with the recordation on the Plat for Arabella Reserve as the plat will provide the County with easements of said parcels in perpetuity by plat dedication.
- Prior to issuance of the Certification of Completion for Arabella Reserve the Developer shall construct stormwater treatment improvements as designed and permitted as part of the Indian River County Land Development Permit SD-18-01-01/2003060207-80394 to accommodate the stormwater from the construction of 58th Avenue roadway improvements. The County shall compensate the Developer for the design, engineering and construction of these improvements as defined in Exhibit "D" attached and incorporated herein by reference. The County shall not be required to remit the compensation for the design, engineering and construction of the stormwater treatment improvements until the issuance of the Certificate of Completion for Arabella Reserve.
- The Developer agrees that Stormwater Tract "G", Tract "M", and Tract "N" will be maintained by the Homeowners association in perpetuity.

5. In the event the Developer has not received its Land Development Permit or its Certificate of Completion for Arabella Reserve by the time the County is ready to issue a Notice to Proceed with construction of the 58th Avenue Improvement Project, the Developer shall permit the County or the County's contractor, to construct the necessary stormwater improvements within the easements as described in Exhibit "C". The Developer shall be compensated pro rata for any work performed up to the issuance of the Notice to Proceed.
6. As a condition of project approval, the Developer is required to construct a 5' wide concrete sidewalk along its 58th Avenue border. Since the County plans to expand 58th Avenue at this location to a four lane road, the Developer shall not be required to construct the required sidewalk on 58th Avenue and shall compensate the County \$17,982.00 prior to issuance of the Certificate of Completion of Arabella Reserve and the County shall be responsible for including the construction of the sidewalk with the 58th Avenue project.
7. At the time of issuance of a Certificate of Completion for Arabella Reserve, the County shall compensate the Developer \$83,226.78 as depicted in Exhibit "D" attached and incorporated herein by reference.
8. DOT Compliance: All road construction by the Developer pursuant to this Agreement shall be in compliance with Florida Department of Transportation standards.
9. Miscellaneous:
 - A. In the event of any litigation arising out of this Agreement, the prevailing party shall recover attorneys' fees and costs from the non-prevailing party.
 - B. No amendment, modification, change, or alteration of this Agreement shall be valid or binding unless accomplished in writing and executed by all of the parties hereto.
 - C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, and assigns.
 - D. This Agreement contains the entire agreement and understanding between the parties. No representation, statement, recital, undertaking, or promise not specifically set forth herein shall be binding on any parties hereto. This Agreement shall not be effective unless signed by the Developer and the County.

- E. The obligations of the Developer to this Agreement are expressly conditioned upon the Developer's decision, at the Developer's sole discretion, to proceed with the development of Arabella Reserve.
- F. No Building Permit, Certificate of Completion, or Certificate of Occupancy shall be withheld or delayed by the County for Arabella Reserve or any portion thereof, nor shall the County delay or withhold any other required permits, provided that the Developer is in compliance with this Agreement, all applicable laws and regulations.
- G. Except as described herein, and in the plans submitted by the Developer and approved by the County, the County shall not require the Developer to construct, contribute to, or share in the costs of any off-site improvements other than the payment of impact fees.
- H. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Florida. Venue hereunder shall lie in Indian River County, Florida. Time shall be of the essence.
- I. This Agreement shall be deemed prepared jointly by each of the parties hereto and shall be construed on parity as between the parties. There shall be no canon of construction for or against any party by reason of the physical preparation of this Agreement.
- J. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural; and the masculine, feminine, and neuter genders shall each include the others.
- K. The County and the Developer shall grant such further assurances and provide such additional documents as may be reasonably required by one another from time to time, and cooperate fully with one another in order to carry out the terms and conditions hereof and comply with the express intention of this Agreement.
- L. Failure to insist upon strict compliance with any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.
- M. All words, terms, and conditions contained herein are to be read in concert each with the other, and a provision contained under one paragraph may be

considered to be equally applicable under another in the interpretation of this Agreement.

N. The words herein and hereof and words of similar import, without referenced to any particular section or subdivision of this Agreement, refer to this Agreement as a whole rather than to any particular section or subdivision hereof.

O. In the event any term, conditions, or clause of this Agreement is declared to be illegal or unenforceable by a court of competent jurisdiction, such declaration of illegality or unenforceability shall not affect or alter the legality or enforceability of any remaining term, condition, or clause hereof, provided of the parties, as set forth in this Agreement.

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

Signed, sealed and delivered
in the presence of :

Print Name: _____

Print Name: _____

Approved by:

Jason E. Brown, County Administrator

Approved as to Form and Legal Sufficiency

William K. DeBaal, Deputy County Attorney

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA.

By: _____
Peter D. O'Bryan, Chairman

BCC Approved: _____

Attest: Jeffery R. Smith, Clerk of Court
and Comptroller

By: _____
Deputy Clerk

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 the Board of County Commissioners, who is personally known to me or who produced _____ as identification.

(Notary Seal)

Printed Name: _____
My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

Print Name: _____

GRBK GHO ARABELLA RESERVE, LLC

Print Name: _____

By: _____
William Handler, Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, the Manager of GRBK GHO Arabella Reserve, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Print Name: _____
Notary Public
My Commission Expires: _____

EXHIBIT "A"

PARCEL 1

BEGIN AT A POINT 469.41 FEET NORTH OF THE SOUTHWEST CORNER OF TRACT 12, SECTION 21, TOWNSHIP 32 SOUTH, RANGE 39 EAST; THENCE RUN EAST AND PARALLEL TO THE NORTH LINE OF THE SOUTH 10.00 ACRES OF SAID TRACT 12, A DISTANCE OF 323.46 FEET; THENCE RUN SOUTH AND PARALLEL TO THE WEST LINE OF SAID TRACT 12, A DISTANCE OF 145.95 FEET TO THE NORTH LINE OF THE SOUTH 10 ACRES OF TRACT 12; THENCE RUN EAST ALONG SAID NORTH LINE A DISTANCE 728.86 FEET; THENCE RUN NORTH AND PARALLEL TO THE AFOREMENTIONED WEST LINE OF SAID TRACT 12, A DISTANCE OF 165.95 FEET; THENCE RUN WEST AND PARALLEL TO THE PREVIOUSLY DESCRIBED NORTH LINE OF THE SOUTH 10 ACRES OF TRACT 12, A DISTANCE OF 1052.32 FEET TO THE WEST LINE OF SAID TRACT 12; THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

LESS HOWEVER, THE WEST 25.00 FEET THEREOF.

ALL ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY AS RECORDED IN PLAT BOOK 2, PAGE 25, ST. LUCIE COUNTY PUBLIC RECORDS. SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA.

SAID PARCEL CONTAINS 2.914 ACRES±.

PARCEL 2

BEGIN AT A POINT 489.41 FEET NORTH OF THE SOUTHWEST CORNER OF TRACT 12, SECTION 21, TOWNSHIP 32 SOUTH, RANGE 39 EAST; THENCE EAST AND PARALLEL TO THE NORTH LINE OF THE SOUTH 10 ACRES OF TRACT 12, A DISTANCE OF 1052.32 FEET; THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SAID TRACT 12, A DISTANCE OF 165.95 FEET TO THE NORTH LINE OF THE SOUTH 10 ACRES OF TRACT 12; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 294.32 FEET TO THE EAST LINE OF SAID TRACT 12; THENCE NORTH ALONG SAID EAST LINE, A DISTANCE OF 356.13 FEET TO THE SOUTH LINE OF NORTH 20 ACRES OF TRACT 12; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1023.24 FEET; THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SAID TRACT 12, A DISTANCE 145.95 FEET; THENCE WEST AND PARALLEL TO THE SOUTH LINE OF THE NORTH 20 ACRES OF TRACT 12, A DISTANCE OF 323.46 FEET TO THE WEST LINE OF TRACT 12; THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

LESS THE WEST 25.00 FEET THEREOF.

ALL ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY AS RECORDED IN PLAT BOOK 2, PAGE 25, ST. LUCIE COUNTY PUBLIC RECORDS, SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY. FLORIDA.

SAID PARCEL CONTAINS 5.866 ACRES±.

PARCEL 3

THE SOUTH 10 ACRES OF THE NORTH 20 ACRES OF TRACT 12, SECTION 21, TOWNSHIP 32 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF INDIAN RIVER FARMS COMPANY, FILED IN THE OFFICE THE CLERK OF CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, IN PLAT BOOK 2, PAGE 25; SAID LANDS NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA.

LESS ROAD RIGHT OF WAY.

SAID PARCEL CONTAINS 9.812 ACRES±.

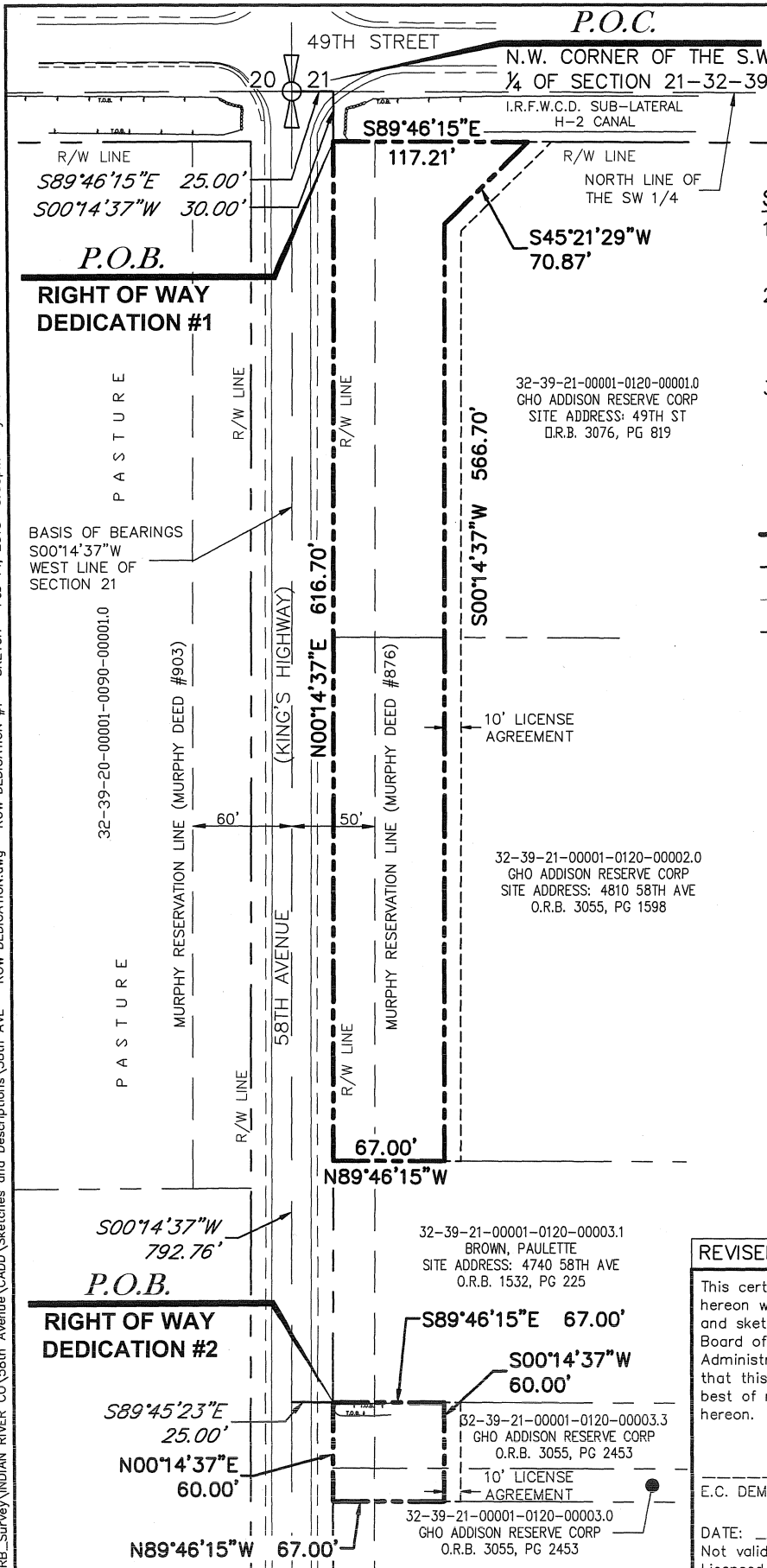
PARCEL 4

THE NORTH 10 ACRES OF TRACT 12, SECTION 21, TOWNSHIP 32 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF INDIAN RIVER FARMS COMPANYSUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; SAID LAND NOW LYING AND BEING IN INDIAN RIVER COUNTY,FLORIDA. LESS AND EXCEPT CANALS AND ROAD RIGHTS-OF-WAY.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND LIMITATIONS OF RECORD, IF ANY.

SAID PARCEL CONTAINS 8.736 ACRES±

SEC. 21, TWP. 32 S., RANGE 39 E.

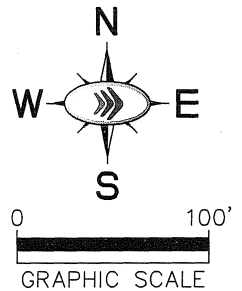


SURVEYOR'S NOTES

1. THIS IS A SKETCH OF LEGAL DESCRIPTION ONLY, NOT A BOUNDARY RETRACEMENT SURVEY.
2. THE BEARING BASE FOR THIS SKETCH REFERENCES THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 21. SAID LINE BEARS SOUTH 00°14'37" WEST.
3. THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTING DURING REPRODUCTION PROCESSES.

LEGEND

	RIGHT OF WAY DEDICATION
	RIGHT OF WAY LINE
	SECTION LINE
	LICENSE AGREEMENT LINE
O.R.B.	OFFICIAL RECORDS BOOK
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
PG	PAGE
SEC.	SECTION
TWP	TOWNSHIP
RNG	RANGE
R/W	RIGHT OF WAY
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER



REVISED TO ADD LICENSE AGREEMENT 2/14/18

This certifies that a legal description and sketch of the property shown hereon was made under my supervision and that this legal description and sketch meets the standards of practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes, and that this drawing is a true and accurate representation thereof to the best of my knowledge and belief. Subject to notes and notations shown hereon.

E.C. DEMETER, P.S.M. NO. 5179

DATE: _____
Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Drawing name: K:\VRB_Survey\INDIAN RIVER CO\58th Avenue\CADD\Sketches and Descriptions\58th AVE - ROW DEDICATION.dwg - ROW DEDICATION #1 - SKETCH Feb 14, 2018 5:33pm by: Domenic Durr

SCALE AS NOTED
DESIGNED BY DFD
DRAWN BY DFD
CHECKED BY ECD

Kimley»Horn
© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100 FAX: 772-794-4130
WWW.KIMLEY-HORN.COM

DATE 2/13/18
PROJECT NO.

58th AVENUE
RIGHT OF WAY DEDICATION
INDIAN RIVER COUNTY, FLORIDA

SHEET NUMBER
1 of 2

LEGAL DESCRIPTION: RIGHT OF WAY DEDICATION #1

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 32 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 32 SOUTH, RANGE 39 EAST;

THENCE, BEARING SOUTH 89°46'15" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 25.00 FEET TO A POINT; THENCE, LEAVING SAID NORTH LINE OF THE SOUTHWEST 1/4, BEARING SOUTH 00°14'37" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, BEARING SOUTH 89°46'15" EAST, ALONG THE SOUTH LINE OF SUB-LATERAL H-2 CANAL, A DISTANCE OF 117.21 FEET TO A POINT; THENCE, LEAVING SAID SOUTH LINE, BEARING SOUTH 45°21'29" WEST, A DISTANCE OF 70.87 FEET TO A POINT; THENCE, BEARING SOUTH 00°14'37" WEST, A DISTANCE OF 566.70 FEET TO A POINT; THENCE, BEARING NORTH 89°46'15" WEST, A DISTANCE OF 67.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 58TH AVENUE (KINGS HIGHWAY); THENCE, BEARING NORTH 00°14'37" EAST, ALONG SAID EAST RIGHT OF WAY LINE OF 58TH AVENUE (KINGS HIGHWAY), A DISTANCE OF 616.70 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 42,574 SQUARE FEET OR 0.98 ACRES, OF WHICH 15,417 SQUARE FEET OR 0.35 ACRES, MORE OR LESS, ARE ENCUMBERED BY THE RESERVATIONS CONTAINED IN MURPHY DEED #876. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

LEGAL DESCRIPTION: RIGHT OF WAY DEDICATION #2

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 32 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 32 SOUTH, RANGE 39 EAST;

THENCE, BEARING SOUTH 00°14'37" WEST, ALONG THE WEST LINE OF SECTION 21, A DISTANCE OF 792.76 FEET TO A POINT; THENCE, LEAVING SAID WEST LINE OF SECTION 21, BEARING SOUTH 89°45'23" EAST, A DISTANCE OF 25.00 FEET TO THE EAST RIGHT OF WAY LINE OF 58TH AVENUE (KINGS HIGHWAY) AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, BEARING SOUTH 89°46'15" EAST, A DISTANCE OF 67.00 FEET TO A POINT; THENCE, BEARING SOUTH 00°14'37" WEST, A DISTANCE OF 60.00 FEET TO A POINT; THENCE, BEARING NORTH 89°46'15" WEST, A DISTANCE OF 67.00 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF 58TH AVENUE (KINGS HIGHWAY); THENCE, BEARING NORTH 00°14'37" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 4,020 SQUARE FEET OR 0.09 ACRES, OF WHICH 1,500 SQUARE FEET OR 0.03 ACRES, MORE OR LESS, ARE ENCUMBERED BY THE RESERVATIONS CONTAINED IN MURPHY DEED #876. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

Drawing name: K:\VRB_Survey\INDIAN RIVER CO\58th Avenue\CADD\Sketches and Descriptions\58th AVE - ROW DEDICATION.dwg

SCALE	AS NOTED
DESIGNED BY	---
DRAWN BY	DFD
CHECKED BY	ECD

Kimley»Horn
 © 2018 KIMLEY-HORN AND ASSOCIATES, INC.
 445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
 PHONE: 772-794-4100 FAX: 772-794-4130
 WWW.KIMLEY-HORN.COM

DATE	2/13/18
PROJECT NO.	-----

**58th AVENUE
 RIGHT OF WAY DEDICATION
 INDIAN RIVER COUNTY, FLORIDA**

SHEET NUMBER	2 of 2
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Sketch and Legal Description for: INDIAN RIVER COUNTY

Legal Description

Being a Parcel of land lying in Tract 12, Section 21, Township 32 South, Range 39 East, Indian River County Florida, according to the Last General Plat of Lands of the Indian River Farms Company Subdivision, as recorded in Plat Book 2, Page 25, St. Lucie County, Florida, (now Indian River County, Florida) said land also being a portion of Official Record Book 3111, Page 1900, Public Records of Indian River County, Florida, said parcel also being a portion of Proposed Tracts "C" and "G" of the proposed Plat of Arabella Reserve, said parcel being more particularly described as follows:

Commence at the Southwest corner of said Section 21; Thence North 00°14'41" East, along the West line of the Southwest One Quarter of said Section 21 (the said line also being the centerline of an existing 50 foot wide Right of Way of 58th avenue), a distance of 2399.01 feet; Thence departing said West line, South 89°55'36" East, a distance of 92.00 feet the the proposed East Right of Way line of said 58th Avenue and the **Point of Beginning** of the following described Parcel; Thence North 00°14'41" East, along the aforementioned line (said line being 92.00 feet East of, as measured at right angles to the West line of the Southwest One Quarter of said section 21) a distance of 172.55 feet; Thence North 45°14'14" East, a distance of 70.72 feet to a point on the South Right of Way line of 49th Street (Being a 60 foot wide Right of Way); Thence South 89°46'09" East, along said South Right of Way line (said line being 30 feet South of, as measured at right angles to the North line of the Southwest One Quarter of said Section 21) a distance of 44.44 feet; Thence departing the aforementioned line, South 00°00'00" East, a distance of 222.29 feet; Thence North 89°55'36" West, a distance of 95.39 feet to the **Point of Beginning**.

Containing 19,861 Square Feet, (0.46 Acres) more or less

Surveyor's Notes

1). This Sketch and Legal Description was prepared with the benefit of a Boundary and Topographic Survey prepared by Meridan land Surveyors, Project No. 17-028, Dated August 30, 2017. Together with the Last General Plat of the Lands of the Indian River Farms Company Subdivision, Recorded in Plat Book 2, Page 25, Public Records of St. Lucie (now Indian River County), Florida.

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 Referenced to the West line of Southwest One Quarter of Section 21, Township 32 South, Range 39 East . Said line bears North 00°14'41" West 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

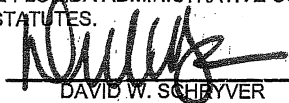
Certification

(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.

9.6.18
DATE OF SIGNATURE


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

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

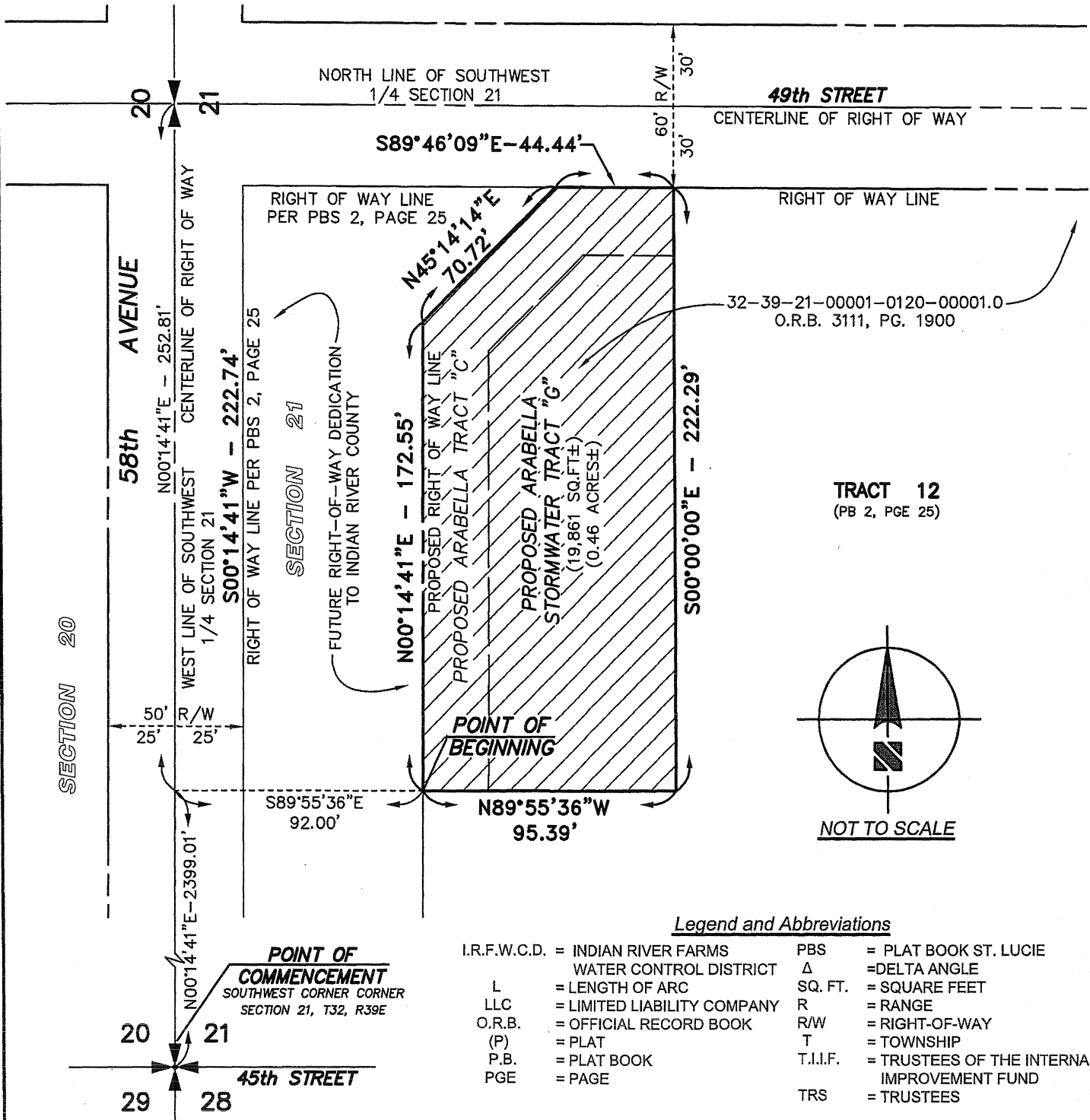
DATE: **9/06/18** DRAWN BY: **R. INGLETT**

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

SHEET: **1 OF 2** JOB NO: **3051**

Sketch and Legal Description for:
INDIAN RIVER COUNTY
TRACTS "C" & "G"
**(PROPOSED ARABELLA
STORMWATER EASEMENT)**

Sketch and Legal Description for: INDIAN RIVER COUNTY



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

DATE: 9/06/18	DRAWN BY: R. INGLETT
SCALE: N/A	APPROVED BY: D. SCHRYVER
SHEET: 2 OF 2	JOB NO: 3051

**Sketch and Legal Description for:
INDIAN RIVER COUNTY
TRACTS "C" & "G"
(PROPOSED ARABELLA
STORMWATER EASEMENT)**

Sketch and Legal Description for: INDIAN RIVER COUNTY

Legal Description

Being a Parcel of land lying in Tract 12, Section 21, Township 32 South, Range 39 East, Indian River County Florida, according to the Last General Plat of Lands of the Indian River Farms Company Subdivision, as recorded in Plat Book 2, Page 25, St. Lucie County, Florida, (now Indian River County, Florida) said land also being a portion of Official Record Book 3111, Page 1900, Public Records of Indian River County, Florida, said parcel also being a portion of Proposed Tracts "C" and "M" of the proposed Plat of Arabella Reserve, said parcel being more particularly described as follows:

Commence at the Southwest corner of said Section 21; Thence North 00°14'41" East, along the West line of the Southwest One Quarter of said Section 21 (the said line also being the centerline of an existing 50 foot wide Right of Way of 58th avenue), a distance of 2004.82 feet to a point on the North line of a parcel as recorded in Official Record Book 1532, Page 225, of the Public Records of Indian River County, Florida; Thence departing said West line, South 89°46'09" East, along the aforementioned North line, a distance of 92.00 feet to the Proposed East Right of Way line of said 58th Avenue and the **Point of Beginning** of the following described Parcel; Thence departing said North line, North 00°14'41" East, along the aforementioned East line, (said line being 92.00 feet East of as measured at right angles to the West line of the Southwest One Quarter of said Section 21) a distance of 163.57 feet; Thence departing said East line, North 86°35'50" East, a distance of 238.59 feet; Thence South 02°25'49" West, a distance of 178.82 feet to the aforementioned North line of Official Record Book 1532, Page 225 of said Public Records; Thence North 89°46'09" West, along said line, a distance of 231.29 feet to the **Point of Beginning**.

Containing 40,139 Square Feet, (0.92 Acres) more or less

Surveyor's Notes

- 1). This Sketch and Legal Description was prepared with the benefit of a Boundary and Topographic Survey prepared by Meridan land Surveyors, Project No. 17-028, Dated August 30, 2017. Together with the Last General Plat of the Lands of the Indian River Farms Company Subdivision, Recorded in Plat Book 2, Page 25, Public Records of St. Lucie (now Indian River County), Florida.
- 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 Referenced to the West line of Southwest One Quarter of Section 21, Township 32 South, Range 39 East . Said line bears North 00°14'41" West 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:

9.6.18
DATE OF SIGNATURE

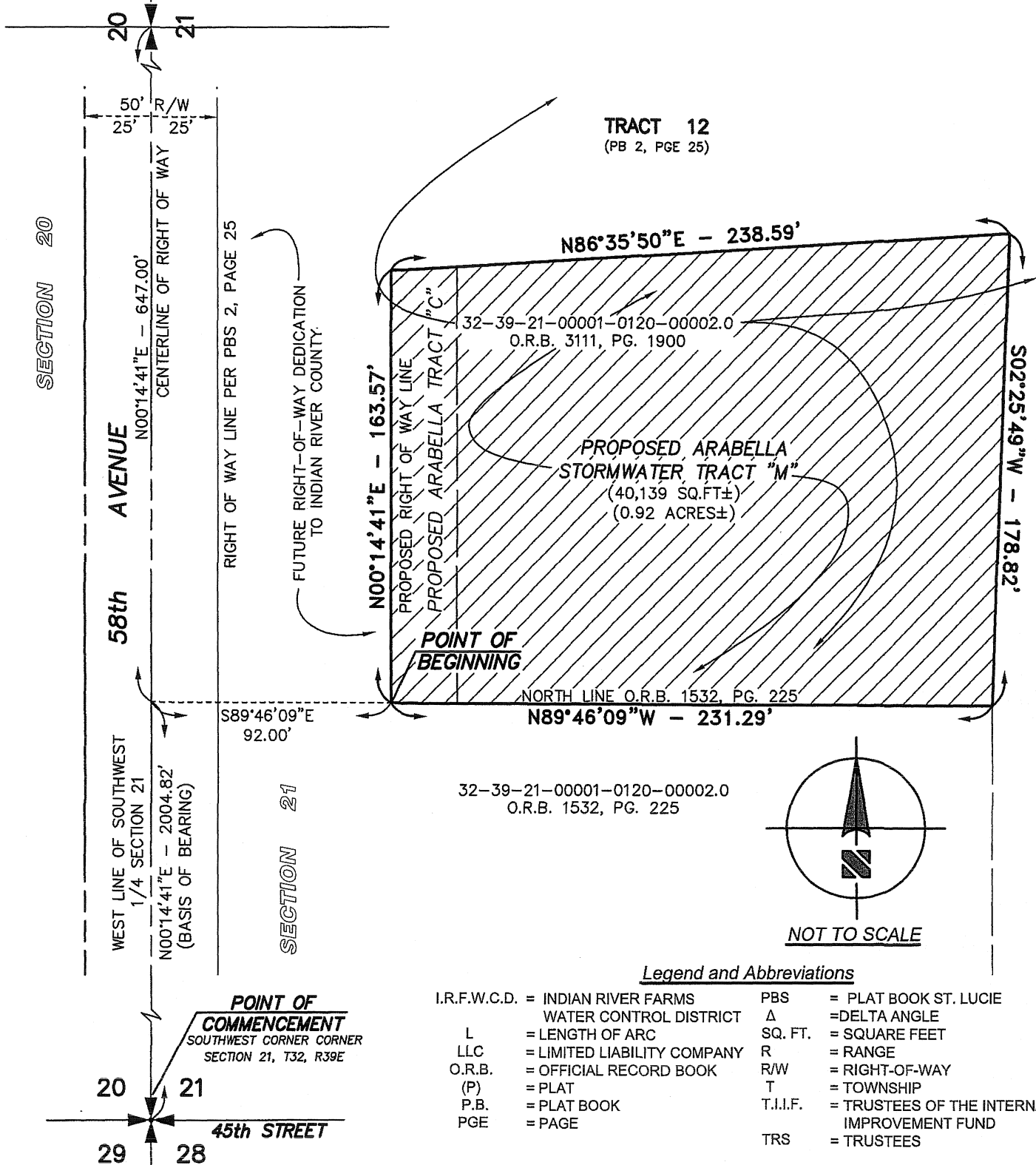

DAVID W. SCHRYVER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4864

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

DATE: 9/06/18	DRAWN BY: R. INGLETT
SCALE: N/A	APPROVED BY: D. SCHRYVER
SHEET: 1 OF 2	JOB NO: 3051

Sketch and Legal Description for:
INDIAN RIVER COUNTY
TRACTS "C" & "M"
**(PROPOSED ARABELLA
STORMWATER EASEMENT)**

Sketch and Legal Description for: INDIAN RIVER COUNTY

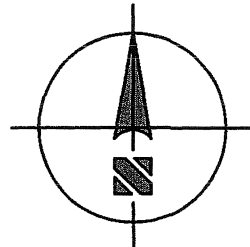


TRACT 12
(PB 2, PGE 25)

32-39-21-00001-0120-00002.0
O.R.B. 3111, PG. 1900

PROPOSED ARABELLA STORMWATER TRACT "M"
(40,139 SQ.FT±)
(0.92 ACRES±)

32-39-21-00001-0120-00002.0
O.R.B. 1532, PG. 225



NOT TO SCALE

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 |
| 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: 9/06/18	DRAWN BY: R. INGLETT
SCALE: N/A	APPROVED BY: D. SCHRYVER
SHEET: 2 OF 2	JOB NO: 3051

**Sketch and Legal Description for:
INDIAN RIVER COUNTY
TRACTS "C" & "M"
(PROPOSED ARABELLA STORMWATER EASEMENT)**

Sketch and Legal Description for: INDIAN RIVER COUNTY

Legal Description

Being a Parcel of land lying in Tract 12, Section 21, Township 32 South, Range 39 East, Indian River County Florida, according to the Last General Plat of Lands of the Indian River Farms Company Subdivision, as recorded in Plat Book 2, Page 25, St. Lucie County, Florida, (now Indian River County, Florida) said land also being a portion of Official Record Book 3111, Page 1900, Public Records of Indian River County, Florida, said parcel also being a portion of Proposed Tracts "N" and "Q" of the proposed plat of Arabella Reserve, said parcel being more particularly described as follows:

Commence at the Southwest corner of said Section 21; Thence North 00°14'41" East, along the West line of the Southwest One Quarter of said Section 21 (the said line also being the centerline of an existing 50 foot wide Right of Way of 58th Avenue), a distance of 1795.32 feet to a point on the North line of a parcel as recorded in Official Record Book 755, Page 1611, of the Public Records of Indian River County, Florida; Thence departing said West line, South 89°47'08" East, along the said North line, a distance of 92.00 feet to the Proposed East Right of Way line of said 58th Avenue and the **Point of Beginning** of the following described Parcel; Thence departing the aforementioned North line, North 00°14'41" East, (along a line 92.00 feet East of as measured at right angles to the West line of the Southwest One Quarter of said Section 21) a distance of 63.46 feet to the South line of a parcel as recorded in Official Record Book 1532, Page 225 of said Public Records; Thence South 89°47'08" East, along the aforementioned South line (said line being 63.46 feet North of, as measured at right angles to the North line of Official Record Book 755, Page 1611) a distance of 231.36 feet; Thence departing said South line, South 00°13'00" West, a distance of 63.46 feet to the North line of the aforementioned Parcel; Thence North 89°47'08" West, along said North line a distance of 231.39 feet to the **Point of Beginning**.

Containing 14,686 Square Feet, (0.34 Acres) more or less

Surveyor's Notes

- 1). This Sketch and Legal Description was prepared with the benefit of a Boundary and Topographic Survey prepared by Meridian land Surveyors, Project No. 17-028, Dated August 30, 2017. Together with the Last General Plat of the Lands of the Indian River Farms Company Subdivision, Recorded in Plat Book 2, Page 25, Public Records of St. Lucie (now Indian River County), Florida.
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- 3). The bearings shown hereon are Referenced to the West line of Southwest One Quarter of Section 21, Township 32 South, Range 39 East. Said line bears North 00°14'41" West and all others are relative thereto.

Legend and Abbreviations

I.R.F.W.C.D. = INDIAN RIVER FARMS
WATER CONTROL DISTRICT
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IMPROVEMENT FUND
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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.

9.6.18
DATE OF SIGNATURE


DAVID M. SLON
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6139

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

DATE: **9/06/18**

DRAWN BY: **R. INGLETT**

SCALE: **N/A**

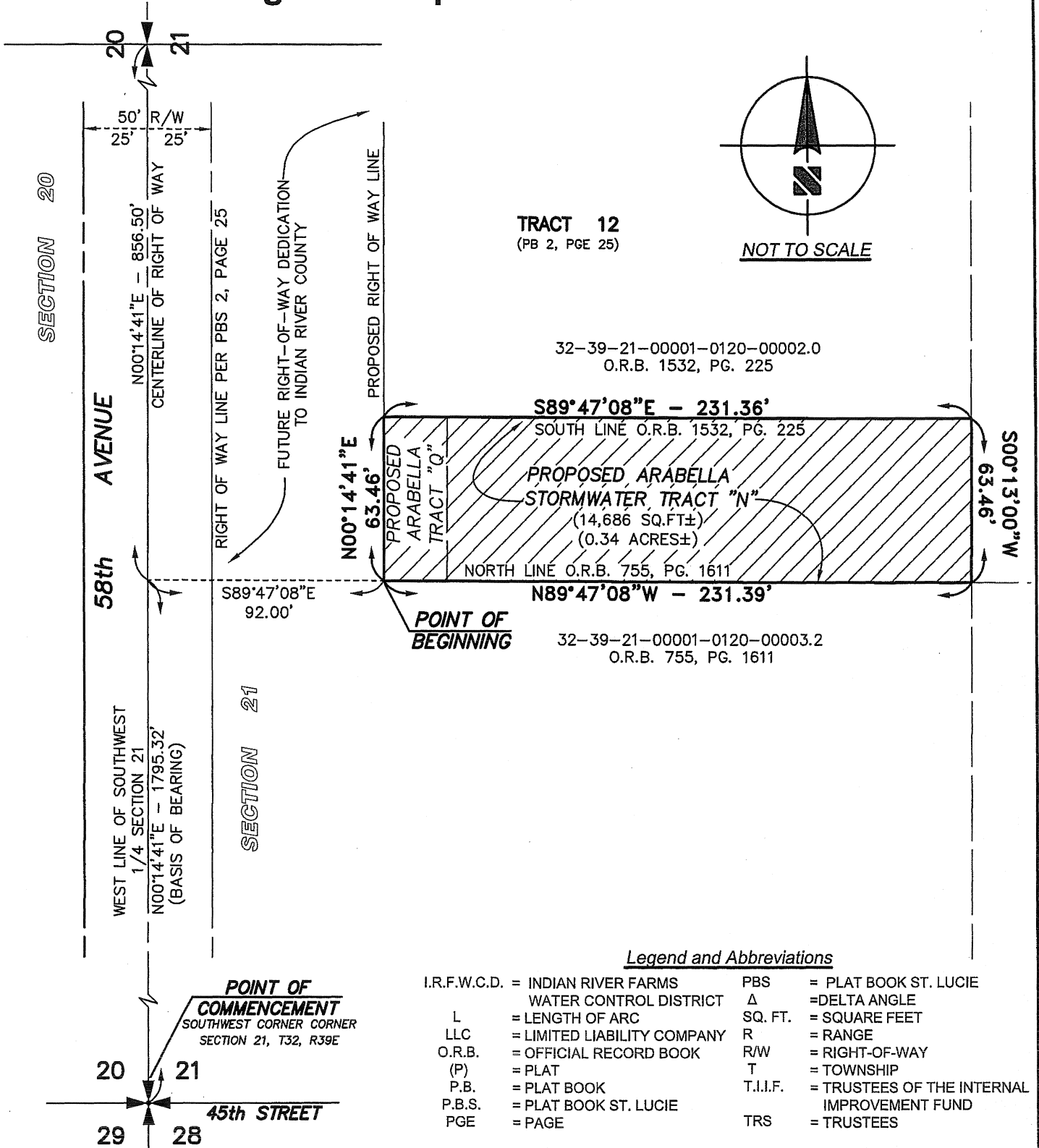
APPROVED BY: **D. SCHRYVER**

SHEET: **1 OF 2**

JOB NO: **3051**

Sketch and Legal Description for:
INDIAN RIVER COUNTY
TRACTS "N" & "Q"
(PROPOSED ARABELLA
STORMWATER EASEMENT)

Sketch and Legal Description for: INDIAN RIVER COUNTY



TRACT 12
(PB 2, PGE 25)

NOT TO SCALE

32-39-21-00001-0120-00002.0
O.R.B. 1532, PG. 225

S89°47'08"E - 231.36'

SOUTH LINE O.R.B. 1532, PG. 225

**PROPOSED ARABELLA
STORMWATER TRACT "N"**
(14,686 SQ.FT±)
(0.34 ACRES±)

NORTH LINE O.R.B. 755, PG. 1611

N89°47'08"W - 231.39'

32-39-21-00001-0120-00003.2
O.R.B. 755, PG. 1611

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
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
P.B.S.	= PLAT BOOK ST. LUCIE	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: **9/06/18** DRAWN BY: **R. INGLETT**

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

SHEET: **2 OF 2** JOB NO: **3051**

**Sketch and Legal Description for:
INDIAN RIVER COUNTY
TRACTS "N" & "Q"
(PROPOSED ARABELLA
STORMWATER EASEMENT)**

EXHIBIT "D"

Task	Value
IRC to pay GRBK GHO Arabella Reserve, LLC for 58th Ave Right-of-Way Dedication	\$ 28,000.00
IRC to pay GRBK GHO Arabella Reserve, LLC for drainage improvements	\$ 76,230.78 *1
IRC to pay GRBK GHO Arabella Reserve, LLC for engineering and surveying	\$ 10,000.00
Subtotal from IRC	\$ 114,230.78
GRBK GHO Arabella Reserve, LLC to pay IRC fair share cost for Intersection Improvements of 49th ST and 58th AVE.	\$ 13,022.00
GRBK GHO Arabella Reserve, LLC to pay IRC for sidewalk	\$ 17,982.00 *2
Subtotal from GRBK GHO Arabella Reserve, LLC	\$ 31,004.00
Total IRC to reimburse GRBK GHO Arabella Reserve, LLC at C of C	\$ 83,226.78

DRAINAGE IMPROVEMENTS *1				
Construction layout and asbuilt	1	LS		\$ 7,200.00
Erosion control silt fence	1000	LF	\$ 3.00	\$ 3,000.00
Erosion control basin protection	4	EA	\$ 250.00	\$ 1,000.00
Clearing	1.5	AC	\$ 4,920.00	\$ 7,380.00
Excavation	9642	BCY	\$ 1.69	\$ 16,294.98
Dewatering	1	LS		\$ 3,459.00
24" RCP / CMP	90	LF	\$ 76.92	\$ 6,922.80
Outfall structure	1	EA	\$ 6,894.00	\$ 6,894.00
Stabilize each side of canal bank (rock rip-rap)	1	LS		\$ 13,850.00
Sodding	33000	SF	\$ 0.31	\$ 10,230.00
TOTAL =				\$ 76,230.78

SIDEWALK ESTIMATE *2				
Sidewalk	3330	SF	\$ 5.40	\$ 17,982.00