


**APPLICATION FORM
REZONING REQUEST (RZON)
INDIAN RIVER COUNTY**

Each application must be complete when submitted and must include all required attachments. An incomplete application will not be processed and will be returned to the applicant.

Assigned Project Number: RZON - _____			
	Current Owner	Applicant (Contract Purchaser)	Agent
Name:	SAGE COTTAGE LAND COMPANY, LLC		MBV Engineering, Inc.
Complete Mailing Address:	101 Pugliese's Way, Suite 200 Delray Beach FL 33444		1835 20th Street Vero Beach, FL 32960
Phone #: (including area code)	(561) 632-5387		(772) 569-0035
Fax #: (including area code)	(561) 330-7001		(772) 778-3617
E-Mail:	dbrink@puglieseco.com		RebeccaG@mbveng.com
Contact Person:	Damian Brink		Rebecca Grohall, AICP
Signature of Owner or Agent: 			
<u>Property Information</u>			
Site Address: 1305 9th Street SW, Vero Beach, Florida 32962			
Site Tax Parcel I.D. #s: 33392600001001000001.0			
Subdivision Name, Unit Number, Block and Lot Number (if applicable) Oslo Park/Dixie Hgths M&B			
Existing Zoning District: RS-6 & RM-6		Existing Land Use Designation: L-2	
Requested Zoning District: RM-6			
Total (gross) Acreage of Parcel: 23.5		Acreage (net) to be Rezoned: ±12.72	
Existing Use on Site: Vacant			
Proposed Use on Site: Residential Townhouses (SF dwelling (attached))			
THE APPLICANT MUST ATTEND A PRE-APPLICATION CONFERENCE WITH LONG-RANGE PLANNING SECTION STAFF PRIOR TO APPLYING IN ORDER TO RESOLVE OR AVOID PROBLEMS CONNECTED WITH THE REZONING REQUEST.			

REZONING APPLICATION CHECKLIST

Please attach the following items to this application. Do not ignore any of the items. Indicate "N/A" if an item is not applicable.

ITEMS	Applicant's Checklist	Staff Checklist
1. Fee: \$3,000.00 <i>*previously paid</i>	X	✓
2. Completed Rezoning Application Form (front page)	X	✓
3. Letter of Authorization from Current Owner(s) OR Current Owner is Applicant	X	✓
4. Verified statement (separate letter) naming every individual or entity having legal or equitable ownership in the property.	X	N/A ✓
5. One (1) Copy of the current Owner's Deed	X	✓
6. A Current Owner's Title Policy OR A Certificate of Title from a Title Company OR An attorney's written opinion evidencing fee ownership of the property.	X	✓
7. A justification of change statement and detailed intended use	X	✓
8. One (1) SEALED boundary survey of the area to be rezoned. The boundary survey shall include, but not be limited to the following: <input checked="" type="checkbox"/> a legal description of the land to be rezoned <input checked="" type="checkbox"/> the size of the land to be rezoned <input checked="" type="checkbox"/> the public road right-of-way width of adjacent roads; and <input checked="" type="checkbox"/> a north arrow	X	✓
9. Electronic version (MS Word is preferable) of the legal description	X	✓
10. Provide a digital map file of the boundary Survey provided in Item 8 above in either AutoCAD (.dwg) or Esri Shape file (.shp) format.	X	✓
11. Copy of Approved Concurrency Certificate OR Copy of filed application for Concurrency Certificate, including traffic study, if applicable	X	✓

NOTE: ITEMS 2-6 MUST INDICATE THE SAME OWNERSHIP OF THE SUBJECT PROPERTY.

Revised: September 19, 2022

**Indian River County
Future Land Use Map Amendment/Rezoning
Authorization Form**

TO: Planning Division
Indian River County
1801 27th Street
Vero Beach, FL 32960

FROM: SAGE COTTAGE LAND COMPANY, LLC
(Property Owner) 101 Pugliese's Way, 2nd Floor
Delray Beach, Florida 33444

Property Tax I.D. #: 33392600001001000001.0

Property Address: 1305 9th Street SW, Vero Beach, Florida 32962

The undersigned is hereby authorized Bruce Barkett, Collins Brown Barkett to act as agent and/or make application to Indian River County for the above referenced property for the following applications (please mark the appropriate box):

- ☒ Future Land Use Amendment
☒ Rezoning

David Cloran, as Vice President of Sage Cottage Land
Company, LLC, a Florida limited liability company
Owners Name (Print)

8/13/2024
Date

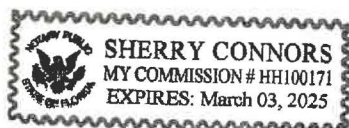
 VP
Owners Signature

**STATE OF FLORIDA
COUNTY OF INDIAN RIVER**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of August, 2024 by David Cloran.

Personally know ☒ OR produced identification ☐

(SEAL)



NOTARY PUBLIC:

Sign: Sherry Connors
Printed Name: SHERRY CONNORS
Commission Number: HH 100171
Commission Expiration: 3/3/25

**Indian River County
Future Land Use Map Amendment/Rezoning
Authorization Form**

TO: Planning Division
Indian River County
1801 27th Street
Vero Beach, FL 32960

FROM: SAGE COTTAGE LAND COMPANY, LLC
(Property Owner) 101 Pugliese's Way, 2nd Floor
Delray Beach, Florida 33444

Property Tax I.D. #: 33392600001001000001.0

Property Address: 1305 9th Street SW, Vero Beach, Florida 32962

The undersigned is hereby authorized Blaine Bergstresser P.E., KMA
Engineering & Survey, LLC to act as agent
and/or make application to Indian River County for the above referenced property for the following
applications (please mark the appropriate box):

- ☒ Future Land Use Amendment
☒ Rezoning

David Cloran, as Vice President of Sage Cottage Land
Company, LLC, a Florida limited liability company
Owners Name (Print)

8/13/2024
Date

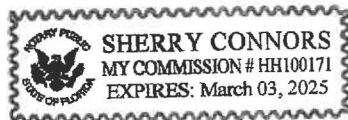

Owners Signature

**STATE OF FLORIDA
COUNTY OF INDIAN RIVER**

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notarization, this 13th day of August, 2024 by David Cloran.

Personally know ☒ OR produced identification ☐

(SEAL)



NOTARY PUBLIC:

Sign: Sherry Connors

Printed Name: SHERRY CONNORS

Commission Number: HH 100171

Commission Expiration: 3/3/25

**Indian River County
Future Land Use Map Amendment/Rezoning
Authorization Form**

TO: Planning Division
Indian River County
1801 27th Street
Vero Beach, FL 32960

FROM: SAGE COTTAGE LAND COMPANY, LLC
(Property Owner) 101 Pugliese's Way, 2nd Floor
Delray Beach, Florida 33444

Property Tax I.D. #: 33392600001001000001.0

Property Address: 1305 9th Street SW, Vero Beach, Florida 32962

The undersigned is hereby authorized Rebecca Grohall, AICP,
MBV Engineering, Inc. to act as agent
and/or make application to Indian River County for the above referenced property for the following
applications (please mark the appropriate box):

- ☐ Future Land Use Amendment
☒ Rezoning

David Cloran, as Vice President of Sage Cottage Land
Company, LLC, a Florida limited liability company
Owners Name (Print)

3/17/2025
Date

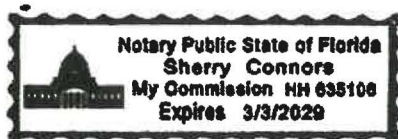

Owners Signature

**STATE OF FLORIDA
COUNTY OF INDIAN RIVER**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization, this 17th day of March, 2025 by David Cloran.

Personally know ☒ OR produced identification ☐

(SEAL)



NOTARY PUBLIC:

Sign: Sherry Connors

Printed Name: SHERRY CONNORS

Commission Number: HH 635106

Commission Expiration: 3/3/2029



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
SAGE COTTAGE LAND COMPANY, LLC

Filing Information

Document Number L23000263076
FEI/EIN Number 93-1732931
Date Filed 05/30/2023
State FL
Status ACTIVE

Principal Address

101 PUGLIESE'S WAY, 2ND FLOOR
DELRAY BEACH, FL 33444

Mailing Address

101 PUGLIESE'S WAY, 2ND FLOOR
DELRAY BEACH, FL 33444

Registered Agent Name & Address

121947, LLC
101 PUGLIESE'S WAY, 2ND FLOOR
DELRAY BEACH, FL 33444

Authorized Person(s) Detail

Name & Address

Title MGR

PUGLIESE, LAURA K
101 PUGLIESE'S WAY, 2ND FLOOR
DELRAY BEACH, FL 33444

Title VP

CLORAN, DAVID
101 PUGLIESE'S WAY, 2ND FLOOR
DELRAY BEACH, FL 33444

Annual Reports

Report Year	Filed Date
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2024

04/22/2024

Document Images

[04/22/2024 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[05/30/2023 -- Florida Limited Liability](#)

[View image in PDF format](#)

This Instrument was prepared by:
Geoffrey E. Sherman, Esq.
Oppenheim Pilelsky, P.A.
2500 Weston Road, Suite 209
Weston, FL 33331

Record and return to:
Doug Marek, P.A.
101 Pineapple Grove Way, Suite 200
Delray Beach, FL 33444

Parcel ID: 33-39-26-00001-0010-00001.0

WARRANTY DEED

THIS WARRANTY DEED, made the **31st** day of **July, 2024** by **THE ENCLAVE AT VERO BEACH LLC**, a Florida limited liability company, whose post office address is **1401 Sawgrass Corporate Parkway, Sunrise, FL 33323** herein called the Grantor, to **SAGE COTTAGE LAND COMPANY, LLC**, a Florida limited liability company, whose post office address **101 Pugliese's Way, Suite 200, Delray Beach, FL 33444**, hereinafter called the Grantee:

WITNESSETH: That the Grantor, for and in consideration of the sum of **TEN AND 00/100 Dollars (\$10.00)** and other good and valuable considerations, receipt and sufficiency whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee and Grantee's successors and assigns forever, all that certain land situate in Indian River County, State of Florida, as follows ("Property"):

The East 25 Acres of Tract 1, Section 26, Township 33 South, Range 39 East, as shown on Indian River Farms Company, plat of lands and plan for land drainage and road reservations, according to the Plat thereof as originally recorded in Plat Book 2, Page 25, of the Public Records of St. Lucie County, Florida; said lands now lying and being in Indian River County, Florida; less the South 7 feet of the North 45 feet of said East 25 Acres, and any part lying within 53 feet south of the centerline of State Road 606.

SUBJECT TO: (i) taxes for the year 2024 and subsequent years, not yet due and payable; (ii) zoning restrictions, prohibitions and other requirements imposed by governmental authority; and (iii) covenants, easements, restrictions, rights of way, conditions, reservations and limitations of record, if any, which are not hereby created nor reimposed.

TOGETHER, with all improvements, easements, tenements, hereditaments and appurtenances belonging to or in any way pertaining to the Property.

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

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said Property in fee simple; that the Grantor has good right and lawful authority to sell and convey said Property, and hereby warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free of all encumbrances, except taxes accruing subsequent to December 31, 2023.

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

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Printed Name: GABRIEL WHITE

2500 WESTON RD suite 209

Witness #1 Address

WESTON FL 33331

Witness #1 City, State and Zip Code

Witness #2 Signature

Printed Name: GEOFFREY SHERMAN

2500 WESTON RD, Ste 209

Witness #2 Address

WESTON, FL 33331

Witness #2 City, State and Zip Code

THE ENCLAVE AT VERO BEACH LLC,
a Florida Limited Liability Company

By: [Signature]

Mario Hernandez, Manager

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19th day of JULY, 2024 by Mario Hernandez, Manager of THE ENCLAVE AT VERO BEACH LLC, a Florida Limited Liability Company.

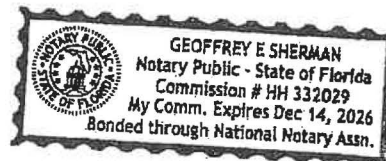
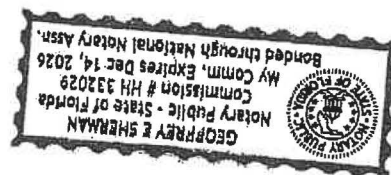
Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally known: ☒

OR Produced Identification: ☐

Type of Identification Produced: _____



AMERICAN LAND TITLE ASSOCIATION
COMMITMENT FOR TITLE INSURANCE
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE
POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida corporation, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, FL 33607
(612) 371-1111



By C. Monroe President
Attest David Wald Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Commitment Number: 1340712	Revision Number: None	Issuing Office File Number: 1564-091	Issuing Agent: 3467501
Property Address: 1305 9th Street Vero Beach, FL 32962	Loan ID Number: None	Issuing Office's ALTA Registry ID: None	Issuing Office: Doug Marek, P.A.

SCHEDULE A

1. Commitment Date: November 14, 2022 at 11:00 PM
2. Policy to be issued: Proposed Amount of Insurance:
 - a. OWNER'S: 2021 ALTA® Owner's Policy with Florida Modifications \$2,000,000.00
Proposed Insured: Land America, LLC, a Delaware limited liability company
The estate or interest to be insured: Fee Simple
 - b. MORTGAGEE: 2021 ALTA® Loan Policy with Florida Modifications
Proposed Insured:
The estate or interest to be insured:
 - c. MORTGAGEE:
Proposed Insured:
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.)* FEE SIMPLE
4. The Title is, at the Commitment Date, vested in: *(Identify vesting for each estate or interest identified in Item 3 above)* The Enclave at Vero Beach, LLC, a Florida limited liability company and, as disclosed in the Public Records, has been since *(Date)* 02/22/2006
5. The Land is described as follows: See Exhibit A

Old Republic National Title Insurance Company
1408 Westshore Blvd, Suite 900, Tampa, Florida, 33607, (612) 371-1111



AUTHORIZED SIGNATORY
Doug Marek, P.A.
3467501

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions: Schedule A; Schedule B, Part I--Requirements; and Schedule B, Part II--Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule B-I

Issuing Office File Number: **1564-091**

REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Warranty Deed from The Enclave at Vero Beach, LLC, a Florida limited liability company to the proposed insured purchaser(s).
5. Proof of payment of 2022 taxes.
6. The Property Appraiser reflects that the property is vacant/unimproved. Fund Member must independently verify that the person represented to be the seller is the true owner of the property to be insured.
7. Satisfactory evidence must be furnished establishing that The Enclave at Vero Beach, LLC, a Florida limited liability company is duly organized, validly existing, and in good standing under the laws of the jurisdiction of formation from the date of acquisition through the date of transfer.
8. Confirm the authority of the individual designated to bind the LLC by the laws of its jurisdiction of formation, and where the authority is not confirmed by public records, record appropriate evidence of authority. If the LLC is a sole member LLC, provide the name of the sole member for review. The Company reserves the right to make further requirements.
9. Satisfactory evidence must be furnished establishing that Land America, LLC, a Delaware limited liability company is duly organized, validly existing, and in good standing under the laws of the jurisdiction of formation from the date of acquisition through the date of transfer.
10. An update of the title search must be completed just prior to the closing and the commitment must be endorsed to require clearance of, or take exception for, any additional title defects or adverse matters found.

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AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule B-II

Issuing Office File Number: **1564-091**

EXCEPTIONS FROM COVERAGE

SOME HISTORICAL LAND RECORDS CONTAIN DISCRIMINATORY COVENANTS THAT ARE ILLEGAL AND UNENFORCEABLE BY LAW. THIS COMMITMENT AND THE POLICY TREAT ANY DISCRIMINATORY COVENANT IN A DOCUMENT REFERENCED IN SCHEDULE B AS IF EACH DISCRIMINATORY COVENANT IS REDACTED, REPUDIATED, REMOVED, AND NOT REPUBLISHED OR RECIRCULATED. ONLY THE REMAINING PROVISIONS OF THE DOCUMENT WILL BE EXCEPTED FROM COVERAGE.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2.
 - a. General or special taxes and assessments required to be paid in the year **2022** and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements or claims of easements not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
5. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 68, Page 327, as affected by Quit Claim Deed recorded in Official Records Book 448, Page 389, Public Records of Indian River County, Florida. The rights of entry and/or exploration of the oil, gas and mineral reservations have been released or eliminated of record by virtue of Section 270.11 (2)(b), Florida Statutes.
6. Rights of the lessees under unrecorded leases.

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AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Exhibit A

Commitment Number:

1340712

Issuing Office File Number:

1564-091

The East 25 Acres of Tract 1, Section 26, Township 33 South, Range 39 East, as shown on Indian River Farms Company, plat of lands and plan for land drainage and road reservations, according to the Plat thereof as originally recorded in Plat Book 2, Page 25, of the Public Records of St. Lucie County, Florida; said lands now lying and being in Indian River County, Florida; less the South 7 feet of the North 45 feet of said East 25 Acres, and any part lying within 53 feet South of the centerline of State Road 606.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. **"Discriminatory Covenant"**: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. **"Knowledge" or "Known"**: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. **"Land"**: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. **"Mortgage"**: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. **"Policy"**: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. **"Proposed Amount of Insurance"**: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. **"Proposed Insured"**: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. **"Public Records"**: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. **"State"**: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. **"Title"**: The estate or interest in the Land identified in Item 3 of Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. ARBITRATION

The Policy contains an arbitration clause as follows:

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).*
- c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**Justification Statement
Rezoning Application
1305 9th ST SW Rezoning
Original Submittal:**

Introduction

On behalf of the property owner and applicant, SAGE COTTAGE LAND COMPANY, LLC ("Applicant"), MBV Engineering, Inc. ("Agent") respectfully requests your approval of this application for an Official Zoning Atlas Amendment ("Rezoning") for a property located in Unincorporated Indian River County ("County"). The vacant 23.5-acre subject property (Tax Parcel I.D.#: 33392600001001000001.0), which was purchased on July 31, 2024, is located on the south side of 9th Street SW (Oslo Road) between 15th Avenue SW and 12th Avenue SW and has a physical address of 1305 9th Street SW, Vero Beach, Florida 32962 ("Property").

Currently, the Property supports a future land use category of L-2: Low-Density Residential-2 (6 Units/Acre). The Property has split zoning with the north portion (10.3 acres) Multiple-Family Residential District (RM-6) and the south portion (13.2 acres) Single-Family Residential District (RS-6). The Property is surrounded by public rights-of-way on three (3) sides with 801.72 feet of frontage along Oslo Road to the north, 802.68 feet of frontage along 11th Street SW to the south and a 30-foot-wide unimproved right-of-way along the east property line. The Property has non-residential uses adjacent to the north across Oslo Road and along the northern portion of the west property line. The property to the east is vacant residential while the properties to the south and the southern portion of the west property line are single-family residential. The purpose of this rezoning is to allow the single-family attached use across the entire Property. As a point of clarification, the RM-6 allows single-family residential, therefore no uses are lost as a result of this rezoning application.

Below is a summary of surrounding properties as referenced above:

Adjacent Lands	Uses	FLU	Zoning
Subject Property	Vacant	L-2	RM-6 (Part) & RS-6 (Part)
North	Oslo Road ROW, Vacant (IRC-Owned), Nursery (Beech Annuals Nursery), & Auto Sales & Service (Stepanek's Auto Repair)	C/I	CH (Part) & IL (Part)
South	11 th Street ROW & SF Residential (Oslo Park)	L-2	RS-6
East	12 th Avenue SW ROW & Vacant	L-2	RM-6 (Part) & RS-6 (Part)
West	Medical (Treasure Coast Community Health) Center & SF Residential (Grace Woods)	C/I (Part) & L-2 (Part)	MED (Part) & RS-6 (Part)



Request

The Applicant is requesting the following:

- A Rezoning of the southern portion of the Property, approximately 13.2 acres, from Residential Single-family (RS-6) to Multiple-family Residential (RM-6) to allow single-family attached townhouses to be developed across the entire property.

The objective is to eliminate the Property's split zoning and rezone the Property to all RM-6 in order to establish a residential townhouse development along Oslo Road in an area of the County that is prime for residential development. The Property is uniquely positioned across the street from the Indian River County Intergenerational Recreation Center which is a Transit Hub for the GoLine ("IG Center Transit Hub"). There are currently four (4) GoLine bus Routes (4, 6, 7 & 15) that meet at the IG Transit which can take future residents of the project to most major employment centers and other important destinations within the County. Currently the single-family attached ("townhouse" or "villa") use is not permitted on the RS-6 zoned portion of the Property. Therefore, the proposed rezoning is only to address the split zoning and allow the single-family attached units on the entire 23.5-acre Property in an area of the County where community services and public transportation are readily available and nearby.

History

On April 10, 2012, the Indian River County Board of County Commissioners approved a Special Exception Use and Conceptual Planned Development (PD) for 108 townhomes subject to eight (8) conditions. This approval expired on April 10, 2022, per condition #1 of the aforementioned approval. The final plat, final PD plan, and land clearing permits were never issued, and the property remains vacant.

Official Zoning Atlas Amendment (Rezoning)

Per the County's Code of Ordinances, Title VIII – Comprehensive Plan, Chapter 902.12(3) – *Standards for review of official zoning atlas amendment applications*, the following standards shall be evaluated during the review for a Land Use Designation Amendment:

In reviewing the application of a proposed amendment to the text of the land development regulations or an application for a proposed amendment to the official zoning atlas, the board of county commissioners and the planning and zoning commission shall consider:

- (a) *Whether or not the proposed amendment is in conflict with any applicable portion of the land development regulations;*

Response: The proposed amendment will not be in conflict with any applicable portions of the land development regulations. The technical review of this project for code compliance will occur during the Major Site Plan process. The property will likely develop under the RM-6 property development regulations.



(b) *Whether or not the proposed amendment is consistent with all elements of the Indian River County Comprehensive Plan;*

Response: The subject property is located within the L-2 Low-Density Residential-2 future land use category with over 800 feet of frontage along Oslo Road, an Urban Principal Arterial Other roadway as identified by the Comprehensive Plan, Transportation Element, Figure 4.3.1 – IRC Roadway Functional Classification. Oslo Road is also identified as a Primary Regional Roadway according to the Martin, St. Lucie, and Indian River Counties 2040 Regional Long Range Transportation Plan. The Property is located adjacent to the Oslo Road Commercial Node as identified by the associated maps in the Comprehensive Plan Future Land Use Element. This application seeks to justify the rezoning of the southern 13.2-acre portion of the property from RS-6 to RM-6, similar to the north portion of the Property in order to develop into a residential townhouse/villa project.

According to the United States Census Bureau, Indian River County saw a 16% population growth from 2010 (138,028) to 2020 (159,788). According to World Population Review (www.worldpopulationreview.com), of the sixty-seven (67) counties in the State of Florida, Indian River County ranks as the 31st largest with an estimated population of 172,232 in 2024. It is critical that new residential developments occur within areas that can accommodate this population growth. The justification for this rezoning is based on the need for additional housing and housing types in the County, specifically in this area along the Oslo Road corridor and across the street from the IG Center Transit Hub. As previously stated, there are currently four (4) GoLine bus Routes (4, 6, 7 & 15) that meet at the IG Center Transit Hub which residents can commute to most major employment centers, regional commercial centers, and other popular destinations within the County. There is also a full bus stop just to the west along the south side of Oslo Road in front of the Treasure Coast Community Health Center 1545 9th Street SW).

Further, the new interchange at Oslo Road and I-95 is already under construction, making this location desirable for those residents commuting north and south along I-95 for employment. The Property is also conveniently located adjacent to the Oslo Road Commercial Node which provides a mix of goods and services within walking distance.

The following are Goals and Policies from the Comprehensive Plan that the proposed Rezoning is consistent with:

Page 91 of the Future Land Use Element states: *"Because the L-1 and L-2 land use categories account for over 75% of residential land within the county, the county needs to ensure that the development pattern in those areas does not lead to low-density suburban sprawl throughout the urban service area. Suburban sprawl is characterized*

by low-density development consisting of disconnected, segregated uses. To achieve an efficient and compact land use pattern with an overall low-density character, the county's policy should be to promote clustered development; walkable, connected neighborhoods; and mixed use projects."

Response: The above statement from the Future Land Use Element encourages clustered development, walkable, connected neighborhoods, and mixed-use projects. The Applicant intends to develop the Property with attached single-family units as townhouses and/or villas. The proposed Rezoning for the Property is appropriate for the area and will provide for low to medium density residential under the existing L-2 land use category and will be a good transition from the commercial and industrial uses on the north and south sides of Oslo Road to the single-family residential areas of Oslo Park to the south along 11th Street SW.

Policy 1.43: The Board of County Commissioners shall rezone land only in a manner that is consistent with Future Land Use Element Table 2.14. Furthermore, the Board recognizes that not every zoning district allowed in a land use designation is appropriate for every site within that land use designation. For any parcel, the Board of County Commissioners may deny a rezoning request (even when the requested zoning district is consistent with the parcel's land use designation) if the denial serves a legitimate public purpose. A Board of County Commissioners' determination that the requested zoning district is not appropriate for the parcel may also be based upon the absence of the following locational criteria:

For multiple-family zoning districts:

- *Adjacent to other multiple-family areas*

Response: The northern portion of the Property currently has RM-6 zoning and the northern portion of the adjacent property directly to the east is zoned RM-6. Therefore, the Property is adjacent to other multiple-family areas.

- *Adjacent to employment centers*

Response: The property is across the street and adjacent to several commercial and industrial businesses along Oslo Road. More importantly, the Property is across the street from the IG Center Transit Hub where there are currently four (4) GoLine bus Routes (4, 6, 7 & 15) that can take residents to most major employment centers, regional commercial centers, and other popular destinations within the County.

- *Along arterial and collector roads, particularly to buffer single-family areas*

Response: The Property has over 800 feet of frontage along Oslo Road, an Urban Principal Arterial Other roadway as identified by the Comprehensive Plan, Transportation Element, Figure 4.3.1 – IRC Roadway Functional Classification. The Property is also uniquely positioned to buffer the single-family residential uses to the south from



Oslo Road and is an appropriate step-down transition to these single-family residential areas along 11th Street SW.

- *Adjacent to commercial uses, particularly to buffer single-family areas*
Response: The Property is adjacent to commercial uses to the north across Oslo Road and adjacent to commercial along the northern portion of the west property line. Again, this rezoning will provide an appropriate transition and buffer from the commercial properties along Oslo Road to the single-family areas to the south.
- *Not abutting single-family areas on all sides*
Response: The Property does not abut single-family uses on all sides. Only the southern portions of the Property are adjacent to single-family residential areas (Oslo Park to the south and Grace Woods to the southwest).

(c) Whether or not the proposed amendment is consistent with existing and proposed land uses;

Response: The Property is surrounded by public rights-of-way on three (3) sides with Oslo Road to the north, 11th Street SW to the south and a 30-foot-wide unimproved right-of-way along the east property line (12th Street SW). The Property has non-residential (commercial and industrial) uses adjacent to the north across Oslo Road and along the northern portion of the west property line. The properties along the southern portion of the west property line and across 11th Street SW are detached single-family homes. Therefore, the proposed RM-6 zoning district for the entire Property is an appropriate step-down and compatible with surrounding land uses. The recent widening of Oslo Road in the area of the Property and the new I-95 interchange at Oslo Road to the west further justifies the proposed zoning atlas amendment.

(d) Whether or not the proposed amendment is in compliance with the adopted county thoroughfare plan;

Response: The proposed amendments are in compliance with the adopted thoroughfare plan. The Property fronts Oslo Road which is an Urban Principal Arterial Other roadway as identified by the Comprehensive Plan, Transportation Element, Figure 4.3.1 – IRC Roadway Functional Classification. Oslo Road is also identified as a Primary Regional Roadway according to the Martin, St. Lucie, and Indian River Counties 2040 Regional Long Range Transportation Plan. Oslo Road was recently widened to accommodate additional traffic and planning for the new interchange with I-95. Please see attached traffic analysis prepared by Kimley Horn.

(e) Whether or not the proposed amendment would generate traffic which would decrease the service levels on roadways below level adopted in the comprehensive plan;



Response: The proposed amendment will not generate traffic which would decrease the service levels on roadways below adopted levels in the comprehensive plan. As stated previously, Oslo Road was recently widened to accommodate additional traffic and planning for the new interchange with I-95. There are no density increases associated with this Rezoning application, as the Property will be developed under the current L-2 land use category. Please see attached traffic analysis prepared by Kimley Horn.

- (f) *Whether or not there have been changed conditions which would warrant an amendment;*

Response: Several changed conditions in the area necessitate the evaluation of the Property's zoning. Oslo Road was recently widened in the area of the Property and the new I-95 interchange at Oslo Road is already under construction making this location desirable for those residents commuting north and south on I-95 for employment. This Rezoning, which seeks to eliminate the Property's split-zoning, will create a great residential townhouse/villa project in an area of the County that can accommodate the necessary population growth. It is critical that new residential developments occur within areas that can accommodate this population growth. This Property is uniquely situated across the street from the Indian River County IG Center Transit Hub, which has 4 bus routes that can take residents to most major employment and commercial locations in the County.

- (g) *Whether or not the proposed amendment would decrease the level of service established in the comprehensive plan for sanitary sewer, potable water, solid waste, drainage, and recreation;*

Response: As stated previously, there are no adverse impacts on public facilities anticipated from this development as it will be developed under the existing L-2 land use category and no increases in density are being proposed.

Sanitary Sewer & Potable Water: Water and sewer are available to site and Indian River County Utilities has provided a will-serve letter dated February 15, 2024, confirming that adequate capacity is available. Please see attached letter.

Solid Waste: Indian River County maintains the County landfill facility for the disposal of solid waste produced in the County. The County's adopted Level of Service ("LOS") is 2.4 tons per capita for permanent population plus weighted seasonal population per year. According to the County's Comprehensive Plan, the proposed amendment will not decrease the level of service for solid waste as the design capacity of the County's landfill site through 2030 is 13,500,000 cubic yards. This design capacity, along with current Solid Waste Disposal District (SWDD) practices, provides sufficient land area for solid waste management needs of the County through 2030 and beyond.



Drainage: Once the Property and project are engineered through the County's Land Development Regulations, specifically the Major Site Plan Review procedures, and the St. Johns River Water Management District (SJWMD) Environmental Resources Permit (ERP) process, all stormwater will meet the Indian River County and SJWMD requirements.

Recreation: In 2005, an impact fee study that assessed park needs was conducted. That study established a LOS standard of 6.61 acres per 1,000 permanent residents plus weighted seasonal population for unincorporated Indian River County. Florida State law indicates that communities should utilize the University of Florida's Bureau of Economic and Business Research (BEBR) mid-range projections when planning for future service needs. Consistent with the Florida Administrative Code, the county has adopted BEBR's mid-range population projections at 2.25 persons per household. The proposed Rezoning, which will allow a maximum of 141 units ($141 \times 2.25 \text{ pph} = 318 \text{ residents}$). The proposed development requires 2.1 acres of park. It should be noted that the proposed residential development will likely have its own recreational area(s) for the future residents to use. Further, the proposed project will be required to pay impact fees towards parks and recreation at time of building permits. Based on the amount of land area for parks in the County and proposed on-site, the proposed Rezoning will not decrease the LOS for parks and recreation in the County.

(h) Whether or not the proposed amendment would result in significant adverse impacts on the natural environment;

Response: As stated previously above, the subject properties do not support any significant habitats or Listed Species. Although no gopher tortoises or burrows were found on the Property, some of the soils however are susceptible to nesting gopher tortoises. Therefore, our Ecological Consultant, Atlantic Environmental, has recommended 100% gopher tortoise survey within 90 days of any construction activities on the Property.

There are approximately 3.05 acres of wetlands and potential surface waters consisting of relic grove ditches on the Property. This wetland does not have significant ecological value and is considered low quality and drained. It extends off-site to the east across the 30-foot 12th Street SW right-of-way and flows to the north of Oslo Road via a ditch and culvert. Preserving in place, reshaping and improving, or complete mitigation of the wetlands are all options being considered by the Applicant. Best efforts will be made to preserve the wetlands in place, but this will not be determined until the design of the residential neighborhood has occurred.

The majority of the Property is heavily wooded with abandoned citrus groves which have revegetated naturally over the years. The beds and furrows of the past citrus operation are still evident, and the vegetation is dominated by live

oak, laurel oak, slash pine, cabbage palm, punk tree, strawberry guava, coral ardisia, bracken fern, caesarweed, Boston fern, dull coffee, and earleaf acacia. If necessary, tree mitigation will be addressed during the Major Site Plan Review processes for the project.

A copy of the Property's Ecological Report is available and can be provided to the County staff upon request.

- (i) *Whether or not the proposed amendment would result in an orderly and logical development pattern, specifically identifying any negative effects on such pattern;*

Response: The proposed Rezoning will result in an orderly and logical development pattern, as it is considered infill development inside the Urban Service Boundary along a major transportation corridor (Oslo Road). The Property is surrounded by public rights-of-way on three (3) sides with mostly developed non-residential uses adjacent to the north across Oslo Road and along the northern portion of the west property line and single-family residential development along the southern portion of the west property line and across 11th Street SW to the south. This Property is ideal for this type of residential development due to its accessibility and location.

- (j) *Whether or not the proposed amendment would be in conflict with the public interest, and is in harmony with the purpose and interest of the land development regulations; as well as*

Response: The proposed Rezoning will not be in conflict with the public interest and is in harmony with the purpose and interest of the land development regulations. The proposed residential development will comply with all the land development regulations as the project will develop under the RM-6 standard zoning district and will not request planned development (PD) zoning, waivers, and/or variances.

- (k) *Any other matters that may be deemed appropriate by the planning and zoning commission or the board of county commissioners in review and consideration of the proposed amendment such as police protection, fire protection, and emergency medical services.*

Response: The proposed amendment will not lower the level of service of the County's police, fire and emergency medical services. The Property is uniquely positioned across Oslo Road from Indian River County Fire Rescue Station 4 (located at 1500 9th Street (Oslo Road). Access to the Property will be directly off Oslo Road making emergency access to the Property extremely timely and accessible.

Conclusion

On behalf of the property owner and Applicant, SAGE COTTAGE LAND COMPANY, LLC, MBV Engineering, Inc., respectfully requests your approval of this application for an Official Zoning Atlas Amendment.

LEGAL DESCRIPTION
1305 9TH STREET SW REZONING

A PORTION OF THE EAST 25 ACRES OF TRACT 1, SECTION 26, TOWNSHIP 33 SOUTH, RANGE 39 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE, ALONG THE EAST LINE OF SAID SECTION 26, SOUTH 00°18'55" WEST, A DISTANCE OF 606.94 FEET; THENCE, DEPARTING SAID EAST LINE, NORTH 89°41'05" WEST, TO THE EAST LINE OF SAID TRACT 1, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE, ALONG SAID EAST LINE, SOUTH 00°18'55" WEST, TO THE SOUTH LINE OF SAID TRACT 1, A DISTANCE OF 713.30 FEET; THENCE, ALONG SAID SOUTH LINE, NORTH 89°49'38" WEST, TO THE EAST LINE OF PLAT OF GRACEWOODS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGE 50 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, A DISTANCE OF 802.68 FEET; THENCE, ALONG SAID EAST LINE, NORTH 00°21'30" EAST, A DISTANCE OF 715.30 FEET; THENCE, DEPARTING SAID EAST LINE, SOUTH 89°41'05" EAST, A DISTANCE OF 802.15 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

SAID LANDS CONTAIN 573,163 SQUARE FEET OR 13.2 ACRES, MORE OR LESS.

OSLO ROAD - 9TH STREET SW - S.R. 606

P.B. 22, PG 24

NORTH LINE SECTION 26

P.O.C.
NORTHEAST CORNER
SECTION 26, TWP 33S,
RNG 39E

SOUTH R/W LINE
PER ORB 1459, PG 981

EAST LINE OF THE WEST 15 ACRES

EAST LINE OF TRACT 1 (B.L.)
S00°18'55"W 606.94'

EAST LINE OF SECTION 26

"EAST 25 ACRES OF TRACT 1
SECTION 26, TOWNSHIP 33S, RANGE 39E"
1,023,768 SQ.FT. OR 23.50 AC.±
THE ENCLAVE AT VERO BEACH, LLC
ORB 1998, PG 396
PID: 33392600001001000001.0

TREASURE COAST
COMMUNITY HEALTH
ORB 2422, PG 2040
PID: 3339280000
1001000002.1

S89°41'05"E 802.15'

P.O.B.

N89°41'05"W
30.00'

573,163 SQUARE FEET±
13.2 ACRES±

N00°21'30"E 715.30'

EAST LINE PLAT OF GRACEWOODS

SOUTH LINE OF TRACT 1
PER PB 4, PG 13
& PB 23, PG 50

11TH STREET SW N89°49'38"W 802.68'

OSLO PARK
P.B. 4, PG. 31
BLOCK A

14TH
AV SW

OSLO PARK
P.B. 4, PG. 31
BLOCK B

13TH
AV SW

OSLO PARK
P.B. 4, PG. 13
BLOCK W

12TH
CT SW

OSLO PARK
P.B. 4, PG. 13
BLOCK X



ENGINEERING & SURVEYING, LLC.
3001 INDUSTRIAL AVE 2
FT. PIERCE, FL 34946
PHONE: (772) 569-5505
L.B. NO. 8351

CERTIFIED TO:

REZONING LEGAL & SKETCH

PROJECT No.: 23-1005
DRAWN BY: PCS
CHECKED BY: WEH
DATE: 3/14/25
SCALE: 1"=200'



GRAPHIC SCALE 200'

SHEET 1 OF 2

THIS SURVEY MAP AND REPORT OR COPIES THEREOF ARE NOT VALID
WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR ELECTRONIC
SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



Digitally signed by William E Hayhurst
DN: cn=William E Hayhurst c=US o=Florida
Reason: I attest to the accuracy and
integrity of this document
Date: 2025-03-14 10:05:04:00

WILLIAM E. HAYHURST
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO 4416

DATE

LEGAL DESCRIPTION

BY SURVEYOR

A PORTION OF THE EAST 25 ACRES OF TRACT 1, SECTION 26, TOWNSHIP 33 SOUTH, RANGE 39 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE, ALONG THE EAST LINE OF SAID SECTION 26, SOUTH 00°18'55" WEST, A DISTANCE OF 606.94 FEET; THENCE, DEPARTING SAID EAST LINE, NORTH 89°41'05" WEST, TO THE EAST LINE OF SAID TRACT 1, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE, ALONG SAID EAST LINE, SOUTH 00°18'55" WEST, TO THE SOUTH LINE OF SAID TRACT 1, A DISTANCE OF 713.30 FEET; THENCE, ALONG SAID SOUTH LINE, NORTH 89°49'38" WEST, TO THE EAST LINE OF PLAT OF GRACEWOODS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGE 50 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, A DISTANCE OF 802.68 FEET; THENCE, ALONG SAID EAST LINE, NORTH 00°21'30" EAST, A DISTANCE OF 715.30 FEET; THENCE, DEPARTING SAID EAST LINE, SOUTH 89°41'05" EAST, A DISTANCE OF 802.15 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

SAID LANDS CONTAIN 573,163 SQUARE FEET OR 13.2 ACRES, MORE OR LESS.

LEGAL & SKETCH NOTES

1. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY AND/OR EASEMENTS OF RECORD.
2. THIS LEGAL DESCRIPTION AND SKETCH IS CERTIFIED ONLY TO THE BELOW NAMED INDIVIDUALS.
3. LEGAL DESCRIPTION BY SURVEYOR.
4. NO STRUCTURES OR UTILITIES THAT ARE BENEATH THE SURFACE HAVE BEEN LOCATED.
5. THIS IS A SKETCH OF LEGAL DESCRIPTION ONLY, NOT A BOUNDARY SURVEY.
6. THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES.

LEGEND OF ABBREVIATIONS

AVE.	AVENUE
B.B.	BEARING BASE
CL	CENTERLINE
D.B.	DEED BOOK
E.	EAST
N.	NORTH
No.	NUMBER
ORB	OFFICIAL RECORDS BOOK
PG.	PAGE
PB	PLAT BOOK
PID	PARCEL IDENTIFICATION NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R/W	RIGHT OF WAY
S.	SOUTH
SEC.	SECTION
SQ.FT.	SQUARE FEET
ST.	STREET
SUB.	SUBDIVISION
TR.	TRACT
TWSP.	TOWNSHIP
W.	WEST



ENGINEERING & SURVEYING, LLC.

3001 INDUSTRIAL AVE 2
FT. PIERCE, FL 34946
PHONE: (772) 569-5505
L.B. NO. 8351

SHEET 2 OF 2

REZONING LEGAL & SKETCH

PROJECT No.:	23-1005
DRAWN BY:	PCS
CHECKED BY:	WEH
DATE:	3/14/25
SCALE:	1"=200'