

## **RELEASE OF EASEMENT FOR DRAINAGE AND SATISFACTION OF DEVELOPER'S AGREEMENT**

This **RELEASE OF EASEMENT FOR DRAINAGE AND SATISFACTION OF DEVELOPER'S AGREEMENT** (the "Release") is made as of the \_\_\_\_ day of April 2023, by **INDIAN RIVER COUNTY, a political subdivision of the State of Florida, ("County")** having a mailing address of 1801 27<sup>th</sup> Street, Vero Beach, FL 32960; in favor of **Grace Baptist Church of Vero Beach, Inc., ("Grace Baptist") Florida not for profit corporation**, having a mailing address of 1285 43<sup>rd</sup> Avenue, Vero Beach, FL 32960.

**WHEREAS**, on January 6, 2004, the County and Grace Baptist entered into a Developer's Agreement concerning stormwater treatment for proposed improvements to 43<sup>rd</sup> Avenue. The Developer's Agreement is recorded in OR Book 1681, Page 897, Public Records of Indian River County; and

**WHEREAS**, on December 19, 2003, Grace Baptist conveyed to the County, an Easement for drainage recorded in OR Book 1681, Page 1788, Public Records of Indian River County; and

**WHEREAS**, on April 15, 2004, Grace Baptist conveyed to the County a Drainage Easement Agreement recorded in OR Book 1721, Page 487, Public Records of Indian River County; and

**WHEREAS**, on March 5, 2019, the County and Grace Baptist entered into a First Addendum to Developer's Agreement (not recorded) that stated the County was no longer in need of the above described Drainage Easements and that Grace Baptist would return \$30,000 to the County that the County had paid to Grace Baptist for the Drainage Easements; and

**WHEREAS**, Grace Baptist has repaid the \$30,000 in full and the County wishes to release the Easement for drainage and declare the Developer's Agreement, the Addendum and the Drainage Easement Agreement satisfied.

**NOW THEREFORE**, in consideration of mutual covenants and agreements stated in the Developer's Agreement and First Addendum and for other sufficient consideration received and acknowledged by each Party, the County does declare as follows:

1. The terms of the Developer's Agreement entered into by the County and Grace Baptist dated January 6, 2004 recorded in OR Book 1681, Page 897, Public Records of Indian River County is hereby satisfied as to all parties.

2. The terms of the First Addendum to Developer's Agreement entered into by the County and Grace Baptist dated March 2, 2019 but not recorded in the Public Records of Indian River County is hereby satisfied as to all parties
3. The terms of the Drainage Easement Agreement signed by Grace Baptist dated April 15, 2004, and conveyed to the County recorded in OR Book 1721, Page 487, Public Records of Indian River County is hereby satisfied as to all parties and the easement encumbering the land described in Exhibit "A" attached hereto is hereby released and abandoned by the County.
4. The Easement for drainage conveyed by Grace Baptist to the County dated December 19, 2003, and recorded in OR Book 1681, Page 1788, Public Records of Indian River County encumbering the land described in Exhibit "A" attached hereto is hereby released and abandoned by the County.

**IN WITNESS WHEREOF**, the County has caused these presents to be executed in its name by its Chairman:

ATTEST: JEFFREY R. SMITH,  
CLERK OF COURT AND COMPTROLLER

INDIAN RIVER COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

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

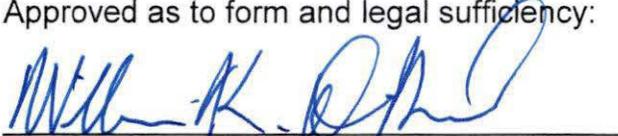
\_\_\_\_\_  
Joseph H. Earman, Chairman

Approved:

BCC approved: \_\_\_\_\_

\_\_\_\_\_  
Michael C. Zito  
Interim County Administrator

Approved as to form and legal sufficiency:

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

# EXHIBIT "A"

The South 315 feet of the following described parcel of land: Commencing at the Northeast corner of Tract 8, INDIAN RIVER FARMS COMPANY'S SUBDIVISION of Section 9, Township 33 South, Range 39 East, according to the Plat thereof, as recorded in Plat Book 2, at Page 25, of the Public Records of St. Lucie County, Florida; run South on the East line of said Tract 8 a distance of 345 feet to the Point of Beginning; thence run West and parallel to the North line of said Tract 8 a distance of 538 feet to a pipe; thence run in a Southerly direction a distance of 647.5 feet to a pipe; thence run East a distance of 545 feet to the East line of said Tract 8; thence run North on the East line of said Tract 8 a distance of 635 feet to the Point of Beginning; LESS AND EXCEPT THEREFROM the East 50 feet thereof; said lands situate, lying and being in Indian River County, Florida.