

Prepared by:
Indian River County Attorney's Office
1801 27th Street
Vero Beach, FL 32960
772-226-1425

DRAINAGE EASEMENT AGREEMENT

THIS GRANT OF EASEMENT, made and executed this ____ day of _____, 2025, by **Indian River County**, a political subdivision of the state of **Florida**, whose mailing address is 1801 27th Street, Vero Beach, Florida 32960, hereinafter called **GRANTOR**, to **Orville Leonard Ganbin, III and Kelly L. Jackson**, whose mailing address is 7950 66th Avenue, Vero Beach, Florida 32967, hereinafter called **GRANTEEES**.

(Whenever used herein, the terms **GRANTOR** and **GRANTEEES** include all the parties to this instrument and their heirs, legal representatives, successors and assigns.)

RECITALS:

A. **GRANTEEES** are the owners of certain real property situated in Indian River County, Florida, more particularly described

The East 230 feet of the West 255 feet of the North 378.78 feet of the South 478.78 feet of the Northwest 1/4 of the Southwest 1/4 of Section 32, Township 31 South, Range 39 East, Indian River County, Florida.

Said lands are hereinafter referred to herein as "GRANTEEES' Property."

B. **GRANTOR** hereby covenants with said **GRANTEEES** that the **GRANTOR** is lawfully seized of said servient land in fee simple, and that the **GRANTOR** has good right and lawful authority to convey the easement established hereby and will defend the same against the lawful claims of all persons whomsoever.

C. **GRANTOR** desires to grant to **GRANTEEES** a non-exclusive drainage easement beneath the land described in Exhibit "A."

NOW, THEREFORE, in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Grant of Drainage Easement. **GRANTOR** hereby grants to **GRANTEEES**, its successors and assigns, for the benefit of the **GRANTEEES' Property**, a

non-exclusive drainage easement under (beneath the ground surface) that portion of GRANTOR'S property as depicted in Exhibit "A."

3. Rights Reserved. The easement rights granted herein are non-exclusive in nature. GRANTOR reserves unto itself, its successors, assigns, and grantees, the right, in its sole discretion, to use the GRANTOR Property for any purpose not inconsistent with the rights granted herein to GRANTEEES.
4. Maintenance of Drainage Easement. GRANTEEES will maintain the Drainage Easement at their sole cost and expense. The Drainage Easement area shall at all times be maintained in accordance with all applicable laws, codes, ordinances, rules, regulations, governmental orders, instruments, and permits. Upon the failure of the GRANTEEES to maintain the Drainage Easement as required herein, GRANTOR will give a written 10-day notice to GRANTEEES of the maintenance and/or repairs that needs to be performed. GRANTEEES shall within 10 days allotted by the written 10-day notice perform all maintenance and/or repairs required. Should the GRANTEEES fail to perform the maintenance and/or repairs required within the allotted time period, the GRANTOR may terminate this Drainage Easement Agreement and perform all maintenance and or repairs required and seek reimbursement from the GRANTEEES pursuant to Indian River County Code Sections 312.09 and 312.10.
 - a. Permits Required. GRANTEEES acknowledge that they will abide with all local permitting requirements and will acquire all required permits associated with work in the right-of-way. GRANTEEES acknowledge that there shall be no unpermitted work allowed in the right-of-way and any unpermitted work may result in a code violation. In addition, GRANTEEES shall obtain a permit from the Sebastian River Drainage District in order to obtain permission to discharge into the Lateral R-14E Canal.
 - b. GRANTEEES shall also restore damage to any adjacent public properties occasioned by their construction, maintenance, or removal of such improvements.
 - c. GRANTEEES shall also be responsible for restoring the Drainage Easement area to an acceptable condition to the GRANTOR after any and all installation, maintenance, repair or removal of improvements within the Drainage Easement.
 - d. Grantees are hereby granted the express right to disturb the surface of the Easement Area for the creation and construction of a pipe to be located under the surface of the Easement Area and to maintain, repair, replace, remove, or replace said pipe or pipes.
5. Drainage Pipe. GRANTEEES and their successors and assigns will be solely responsible for the operation and maintenance of the drainage pipe within the Drainage Easement Area depicted in Exhibit "A." The GRANTOR shall have no responsibility as to the operation and or maintenance of said pipe.

6. Successors and Assigns. All the terms of this Agreement whether so expressed or not, shall be binding upon the respective successors and assigns of the Parties hereto and shall inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns.
7. Hold Harmless. The GRANTEEES and their successors, assigns, heirs, grantees, representatives, invitees, and permittees hereby do agree to release, indemnify, defend (with legal counsel acceptable to the GRANTOR), and hold harmless and indemnify the GRANTOR, its Board members, officers, employees, contractors, agents, and elected and appointed officials, harmless from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorneys' fees, paralegal fees, consultants' fees and costs at all administrative, pretrial, trial and appellate levels) of any kind or nature whatsoever including without limitation damage to property arising out of or related in any way to the GRANTEEES' use of the Drainage Easement.

Acknowledgement of Responsibility. The GRANTEEES hereby acknowledge they are solely and entirely responsible for any and all costs associated with the need to modify or remove, any structure or other improvements constructed or placed within the easement area.

8. Notices. All notices which may be given or are required to be given by either Party to the other under this Agreement shall be provided in writing and delivered as follows: (3) business days after being deposited in the United States Mail, certified or registered, return receipt requested at the address specified below:

Orville Leonard Ganbin, III
Kelly L. Jackson
7590 66th Avenue
Vero Beach, FL 32967

Indian River County Board of County Commissioners
Attn: Public Works Director
1801 27th Street
Vero Beach, FL 32960

9. Governing Law and Venue. This Drainage Easement Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of, or in any way connected with this Agreement shall be in Indian River County, Florida.
10. Attorney's Fees. In the event any Party is required to initiate or defend any legal action or proceeding to enforce this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover its reasonable costs, including but not limited to expert witness fees, and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal).

11. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Agreement and the application of such terms or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

12. This document shall not and does not replace the GRANTEE'S historical drainage rights associated with GRANTEE'S Property

IN WITNESS WHEREOF, the GRANTOR has hereunto set GRANTOR'S hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Indian River County, a political subdivision of the state of Florida

signature: _____
printed name: _____
address: _____

By _____
Joseph E. Flescher, Chairman
BCC accepted: _____

signature: _____
printed name: _____
address: _____

Attest: Ryan L. Butler, Clerk of the
Court and Comptroller
By: _____
Deputy Clerk

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of _____ in person or _____ online notarization this _____ day of _____, 2025, by **Joseph E. Flescher, the Chairman of the Board of County Commissioners of Indian River County, Florida**, on behalf of said entity. He is either personally known to me or has produced _____ (driver's license or passport) as identification.

(SEAL):

NOTARY PUBLIC

printed name: _____
Commission No.: _____
Commission Expiration: _____

Approved as to legal form and sufficiency:

Susan J. Prado, Deputy County Attorney

Signed, sealed and delivered
in the presence of:

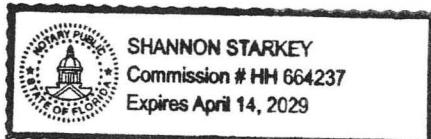
signature: Daniel Spach
printed name: Daniel Spach
address: 311 S 2nd St Ste 200
Ft Pierce, FL 34940

signature: Matt Lorden
printed name: Matt Lorden
address: 1133 Capitanilla
Drive, Vero Beach, FL 32963

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of X
in person or _____ online notarization this 30th day of April, 2025, by
Orville Leonard Ganbin, III. He is either personally known to me or has
produced _____ (driver's license or passport) as identification.

(SEAL):



Grantee:

Orville Leonard Ganbin III

Orville Leonard Ganbin, III
Address: 7590 66th Avenue
Vero Beach, FL 32967

NOTARY PUBLIC

Shannon Starkey
printed name: Shannon Starkey
Commission No.: # HH 664237
Commission Expiration: 4/14/2029

Signed, sealed and delivered
in the presence of:

signature: Daniel Spach
printed name: Daniel Spach
address: 311 S 2nd St Ste 200
Ft Pierce, FL 34940

signature: Matt Lorden
printed name: Matt Lorden
address: 1133 Capitanilla
Drive, Vero Beach, FL 32963

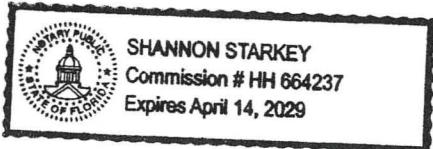
STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of X
in person or _____ online notarization this 30th day of April, 2025, by **Kelly**

L. Jackson. She is either personally known to me or has produced
(driver's license or passport) as identification.

(SEAL):

NOTARY PUBLIC



Shannon Starkey
printed name: Shannon Starkey
Commission No.: HH 664237
Commission Expiration: April 14, 2029

Sketch and Legal Description for: INDIAN RIVER COUNTY

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN THE NORTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 32, TOWNSHIP 31 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, SAID PARCEL ALSO LYING AND BEING IN A PORTION OF THE RIGHT OF WAY FOR 66th AVENUE (COUNTY ROAD 505) AS SHOWN ON THE UNRECORDED RIGHT OF WAY MAP PREPARED BY KIMLEY-HORN AND ASSOCIATES, (57th STREET TO C.R. 510) INDIAN RIVER COUNTY PROJECT No. 1505, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 00°32'54" EAST, ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1380.65 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH RIGHT OF WAY LINE OF THE SEBASTIAN RIVER DRAINAGE DISTRICTS LATERAL R-14E CANAL; THENCE SOUTH 89°53'04" EAST, ALONG SAID WESTERLY EXTENSION A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE NORTH 00°32'54" EAST, ALONG A LINE (SAID LINE BEING 17.00 FEET EAST OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID SECTION 32) A DISTANCE OF 219.33 FEET TO A POINT OF CURVATURE, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2928.00 FEET FROM WHICH THE CHORD BEARS NORTH 08°21'09" EAST, THENCE NORTHEAST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°37'25", A DISTANCE OF 31.87 FEET TO THE CURVES END; THENCE SOUTH 81°20'08" EAST, RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 8.00 FEET TO A POINT ON A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2920.00 FEET FROM WHICH THE CHORD BEARS SOUTH 08°21'09" WEST (SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF 66th AVENUE AND THE EAST LINE OF RIGHT OF WAY ACQUISITION PARCEL No. 128, AS RECORDED IN OFFICIAL RECORD BOOK 3586, PAGE 2014, PUBLIC RECORDS OF INDIAN RIVER COUNTY FLORIDA) THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°36'48", A DISTANCE OF 31.26 FEET TO A POINT OF CUSP OF SAID PARCEL No. 128 AND THE CURVES END; THENCE SOUTH 00°32'54" WEST, ALONG THE EASTERN RIGHT OF WAY LINE OF 66th AVENUE (SAID LINE BEING 25.00 FEET EAST OF, AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID SECTION 32) A DISTANCE OF 168.74 FEET TO THE SOUTH LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 3481, PAGE 1610, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THENCE CONTINUE SOUTH 00°32'54" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID LATERAL R-14E CANAL; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, NORTH 89°53'04" WEST, ALONG THE WESTERLY EXTENSION OF THE NORTH RIGHT OF WAY LINE OF SAID LATERAL R-14E CANAL, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,005 SQUARE FEET, MORE OR LESS

Surveyor's Notes

- 1). This Sketch and Legal Description was prepared with the benefit of a Right of way Map Survey prepared by Kimley-Horn & Associates for the Indian River County Public Works Department - Survey Section, Job No. 1505, Dated July 24, 2017.
- 2). This legal description shall not be valid unless:
 - (a) Provided in its entirety consisting of 3 sheets, with sheet's 2 and 3 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). Bearings shown hereon are referenced to the West line of Section 32, Township 31 South, Range 39 East. Said line bears North 00°32'54" East, and all others are relative thereto.

Legend and Abbreviations

C.R.	= COUNTY ROAD
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

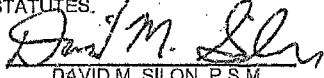
(NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER)

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.

4-28-2025

DATE OF SIGNATURE


DAVID M. SILON, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6139

This is not a Boundary Survey

AGENCY: INDIAN RIVER COUNTY, FL PUBLIC WORKS DEPT./ENGINEERING DIV.	
DATE: 04/28/2025	DRAWN BY: R. INGLETT
SCALE: N/A	APPROVED BY: D. SILON
SHEET: 1 OF 3	JOB NO: 1505B

Sketch and Legal Description for:

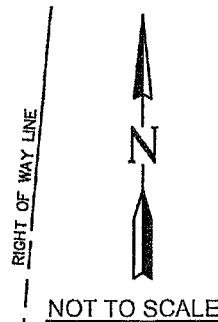
INDIAN RIVER COUNTY

(7950 66th Avenue Jackson-Ganbin)

4-28-25
MS

Sketch and Legal Description for: INDIAN RIVER COUNTY

Match Line "A" (See Sheet 3 of 3)



66th Avenue (County Road 505)
PER UNRECORDED RIGHT OF WAY MAP BY KIMLEY-HORN
AND ASSOCIATES INDIAN RIVER COUNTY PROJECT No. 1505
(RIGHT OF WAY VARIES)

SOUTH LINE OF THE NORTHEAST 1/4
OF THE SOUTHEAST 1/4
SECTION 31, TOWNSHIP 31 SOUTH, RANGE 39 EAST

NORTH LINE OF THE SOUTHEAST 1/4
OF THE SOUTHEAST 1/4
SECTION 31, TOWNSHIP 31 SOUTH, RANGE 39 EAST

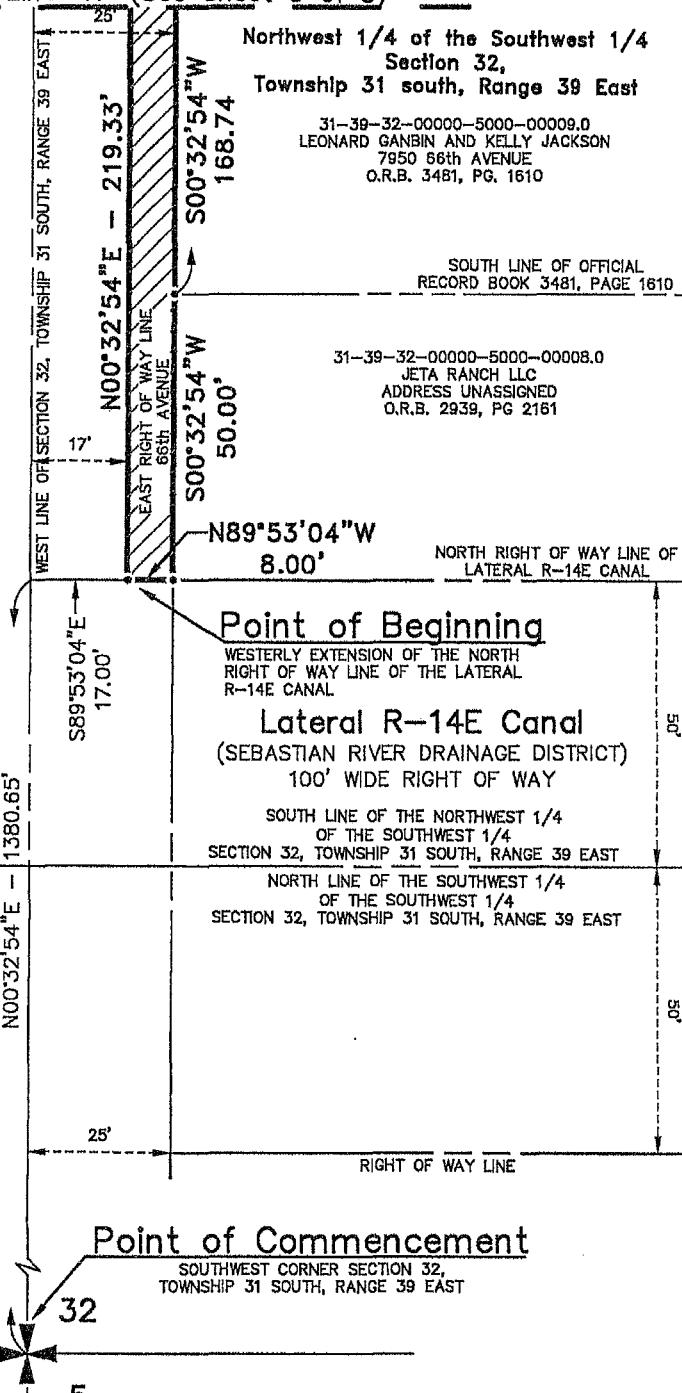
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R	= RANGE
R/W	= RIGHT-OF-WAY
T	= TOWNSHIP

TOWNSHIP 31 SOUTH, RANGE 39 EAST
TOWNSHIP 32 SOUTH, RANGE 39 EAST

This is not a Boundary Survey

AGENCY:	
INDIAN RIVER COUNTY, FL PUBLIC WORKS DEPT./ENGINEERING DIV.	
DATE: 04/28/2025	DRAWN BY: R. INGLETT
SCALE: N/A	APPROVED BY: D. SILON
SHEET: 2 OF 3	JOB NO: 1505B



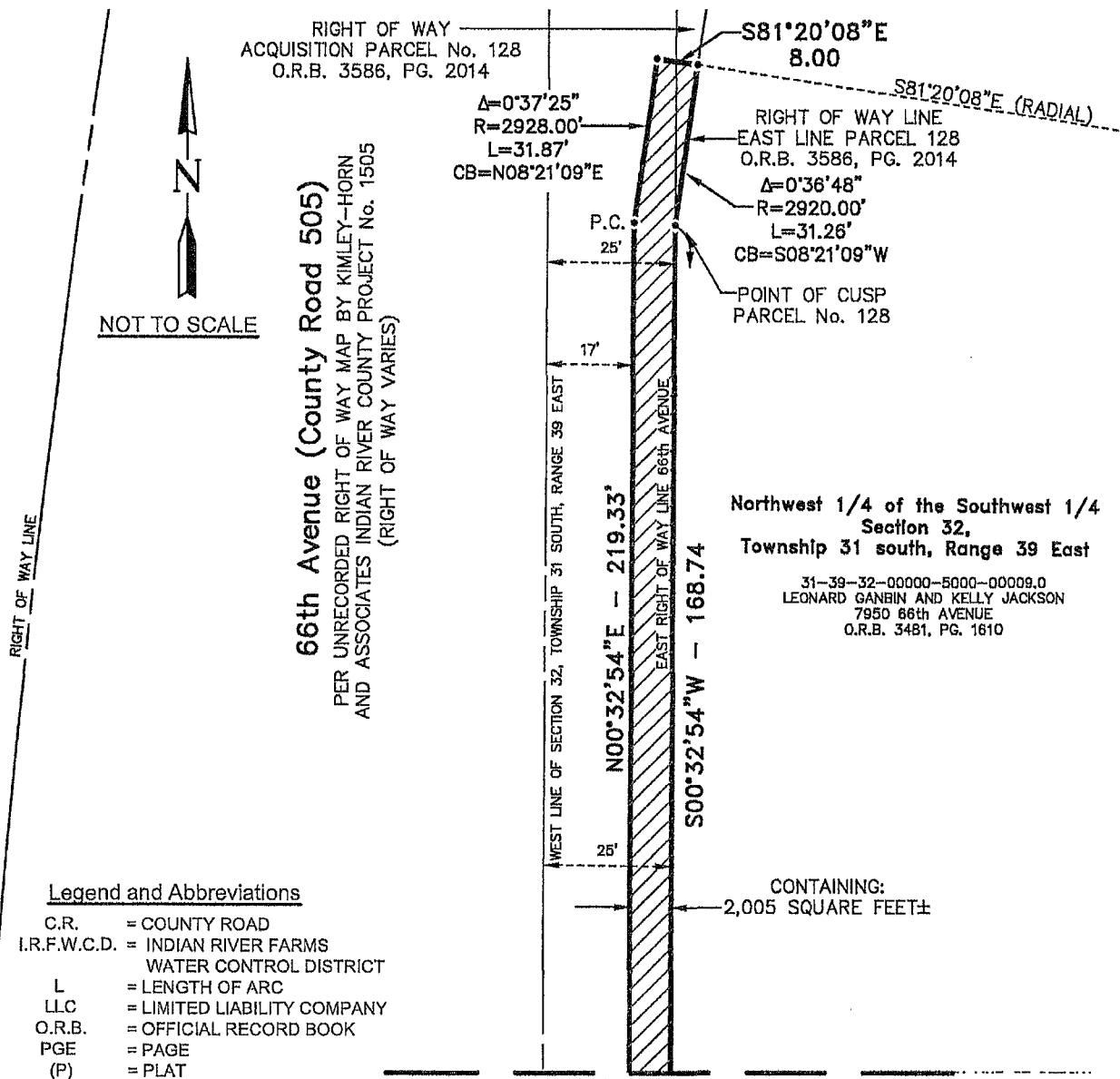
Sketch and Legal Description
for:

INDIAN RIVER COUNTY

(7950 66th Avenue Jackson-Ganbin)

4-28-25
cmg

Sketch and Legal Description for: INDIAN RIVER COUNTY



This is not a Boundary Survey

AGENCY: INDIAN RIVER COUNTY, FL PUBLIC WORKS DEPT./ENGINEERING DIV.	
DATE: 04/28/2025	DRAWN BY: R. INGLETT
SCALE: N/A	APPROVED BY: D. SILON
SHEET: 3 OF 3	JOB NO: 1505B

Sketch and Legal Description
for:
INDIAN RIVER COUNTY
(7950 66th Avenue Jackson-Ganbin)

4-28-25
GMS