

After Recording Return To:

Kevin M. Barry, Esquire
Rossway Swan Tierney Barry & Oliver, P.L.
2101 Indian River Boulevard, Suite 200
Vero Beach, Florida 32960
(772) 231-4440

Culverted Road Crossing Maintenance Agreement

This Culverted Road Crossing Maintenance Agreement ("Agreement") is made and entered into as of the ____ day of _____, 2025, by and between Vero West Business Park Property Owners Association, Inc., a Florida not-for-profit corporation ("Vero West"), and Indian River County, a Florida governmental entity ("County").

1. A culverted road crossing located within a county ditch exists between the boundaries of Vero West Business Park. The legal description and sketch of the location is attached and incorporated herein as Exhibit "A."

2. Maintenance Responsibilities: Vero West shall be solely responsible for the maintenance and repair of the culverted road crossing, including the culvert, overburden, and the road on top of the crossing. The County shall have no obligations or responsibilities regarding these components. Vero West shall have no responsibility for any care, maintenance, or any other responsibility arising from the existence of the Indian River County owned canal identified as adjacent to 18th Street and continuing beyond the boundaries of the Vero West property and identified on the Plat for this project. The County reserves the right to remove any obstructions of the canal that may result from the failure of the culverted road crossing. In the event the culvert or road crossing deteriorates, fails, or otherwise obstructs the County canal and Vero West fails to correct the obstruction within a reasonable time, the County reserves the right to remove any materials or obstructions from the canal and charge Vero West no more than the current reasonable market rate for such removal.

3. Compliance with Laws: Vero West agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of its obligations under this Agreement.

4. Amendments: This Agreement may be amended only by a written instrument executed by both Vero West and the County. Any change to the culverted road crossing will require pre-approval by the County and any repairs will be conducted after the appropriate permits are obtained from the County and any bonding requirements if otherwise required by law are satisfied by Vero West.

5. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any litigation arising out of or related to this Agreement shall be brought in the courts of Indian River County, Florida.

6. Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

7. Assignment: Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

8. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

9. Attorney Fees: In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs from the non-prevailing party.

10. Runs with the Land: County agrees that the restrictions set forth herein shall be covenants running with the land and shall be binding upon all future owners, heirs, successors, and assigns of the property.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**Signed, sealed, and delivered
in the presence of:**

Signature

Print Name: Carleen Gray

Address: 2101 Indian River Blvd.
Suite 200, Vero Beach, FL 32960

**VERO WEST BUSINESS PARK PROPERTY
OWNERS ASSOCIATION, INC.**

By:

Signature

Title: President

Print Name: Robert E. Putnam, Jr.

S. N.

Signature

Print Name: Sherril Minceu

Address: 2101 Indian River Blvd.
Suite 200, Vero Beach, FL 32960

ACKNOWLEDGMENT

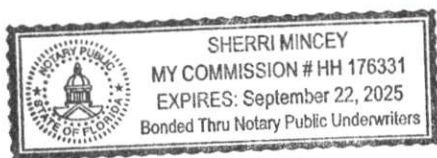
STATE OF FLORIDA)

) SS:

COUNTY OF INDIAN RIVER)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of August, 2025 before me, by Robert E. Putnam, Jr., as President of Vero West Business Park Property Owners Association, Inc., personally known to me to be the person who subscribed to the foregoing instrument on behalf of said corporation or who has produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



NOTARY PUBLIC, STATE OF FLORIDA

Printed Name: Sherri Minceu

Commission Expires:

Signed, sealed, and delivered
in the presence of:

INDIAN RIVER COUNTY

Signature
Print Name: _____
Address: _____

By: _____
Signature
Title: Chairman
Print Name: _____

Signature
Print Name: _____
Address: _____

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025 before me, by _____, as Chairman of the Board of County Commissioners of Indian River County, Florida, personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

Printed Name: _____

Commission Expires: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY 
SUSAN J. PRADO
DEPUTY COUNTY ATTORNEY

EXHIBIT "A"

SKETCH & DESCRIPTION

SHEET 1 OF 2

SECTION 04, TOWNSHIP 33 SOUTH, RANGE 38 EAST

NOT VALID WITHOUT THE SKETCH
ON SHEET 2 OF 2

PARCEL ID: 30.00' CANAL RIGHT OF WAY
CULVERT AND ROAD CROSSING

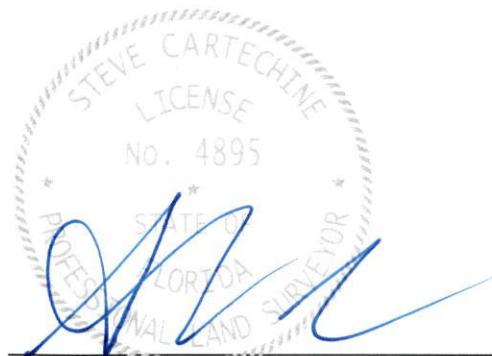
LEGAL DESCRIPTION:

A (CULVERT AND ROAD CROSSING) LYING IN A PORTION OF TRACT 16, SECTION 4, TOWNSHIP 33 SOUTH, RANGE 38 EAST ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY, AS RECORDED IN PLAT BOOK 2, PAGE 25, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA, ALSO BEING A PORTION OF A 30.00 FOOT WIDE DRAINAGE RIGHT OF WAY ACCORDING TO THE PLAT OF KENILWORTH ESTATES AS RECORDED IN PLAT BOOK 6, PAGE 43 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4; THENCE S00°16'14"W ALONG THE EAST LINE OF SECTION 4, A DISTANCE OF 4008.74 FEET TO THE NORTHEAST CORNER OF SAID TRACT 16; THENCE N89°44'23"W ALONG THE NORTH LINE OF SAID TRACT 16 AND THE NORTH LINE OF A 30 FOOT WIDE DRAINAGE RIGHT OF WAY ACCORDING TO SAID PLAT BOOK 6, PAGE 43, A DISTANCE OF 815.00 FEET, TO THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE S00°16'14"W, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF SAID DRAINAGE RIGHT OF WAY; THENCE N89°44'23"W ALONG SAID SOUTH LINE, A DISTANCE OF 50.00 FEET; THENCE N00°16'14"E, A DISTANCE OF 30.00 FEET TO THE NORTH LINE OF THE AFOREMENTIONED DRAINAGE RIGHT OF WAY; THENCE S89°44'23"E ALONG SAID LINE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1500 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

SURVEYORS NOTES:

1. BEARINGS SHOWN HEREON REFER TO STATE PLANE COORDINATES FLORIDA EAST ZONE, NAD83, 2011 ADJUSTMENT AND WERE DERIVED BY ASSIGNING A GRID BEARING OF S00°16'14"W TO THE EAST LINE OF SECTION 4-33-38.



DATE: 08/28/2025

DRAWING NO.: 21-174ADD2
PREPARED FOR: VERO WEST BUSINESS PARK POA
PREPARED BY:
INDIAN RIVER SURVEY, INC.
PROFESSIONAL SURVEYING AND MAPPING

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE
STEVE CARTECHINE FLORIDA CERTIFICATE NO. 4895
CERTIFICATE OF AUTHORIZATION #LB 7545

NOT VALID UNLESS SIGNED AND SEALED

10-17-25

SKETCH & DESCRIPTION

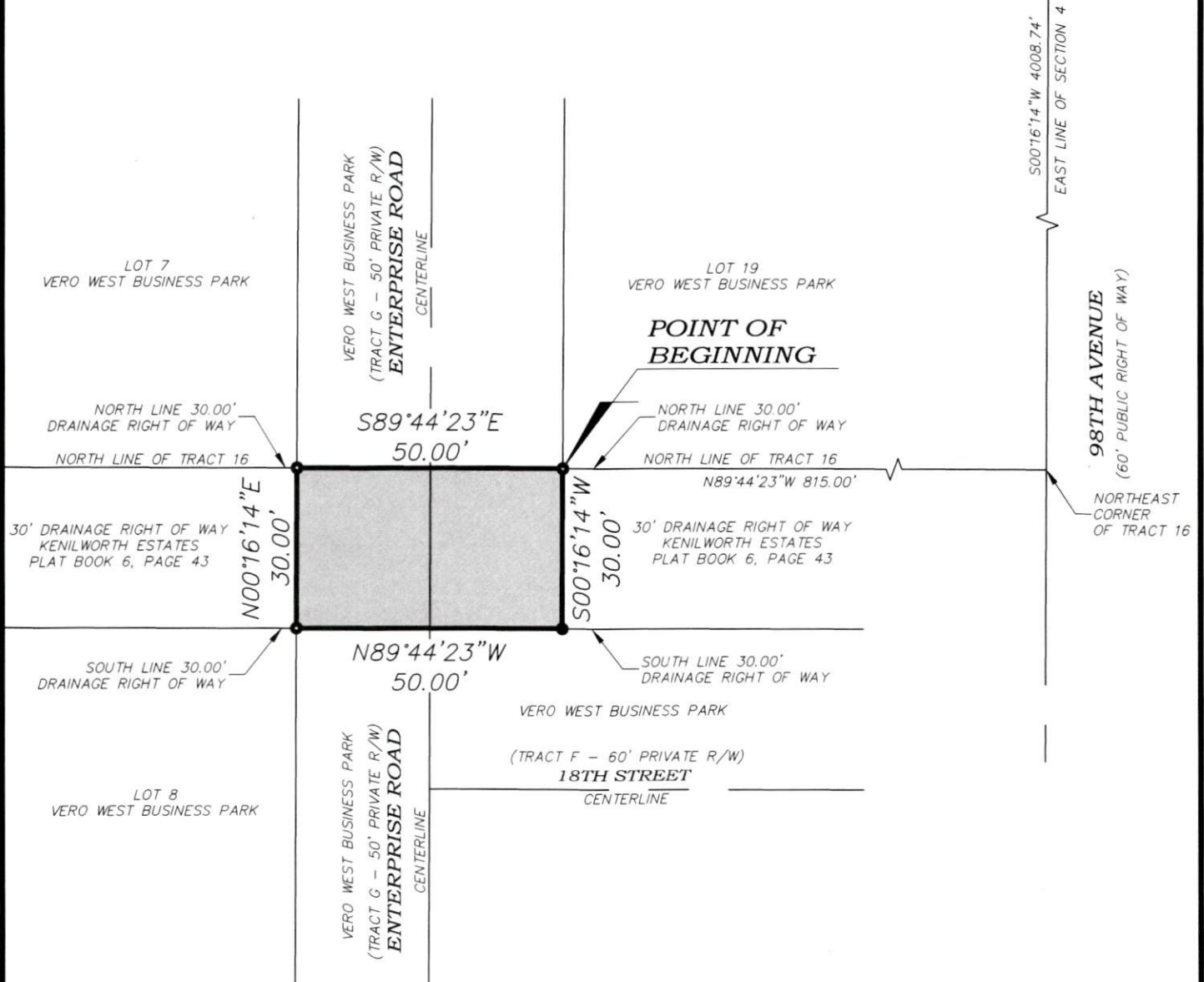
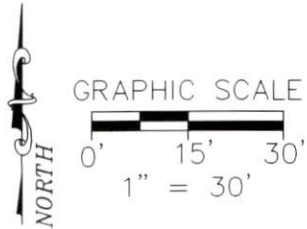
SECTION 04, TOWNSHIP 33 SOUTH, RANGE 38 EAST

PARCEL ID: 30.00' CANAL RIGHT OF WAY
CULVERT AND ROAD CROSSING

SHEET 2 OF 2

NOT VALID WITHOUT THE LEGAL
DESCRIPTION ON SHEET 1 OF 2

THIS IS NOT A SURVEY



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PREPARED BY:
INDIAN RIVER SURVEY, INC.
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