



SEBASTIAN RIVER IMPROVEMENT DISTRICT

INDIAN RIVER COUNTY

**REGULAR BOARD MEETING
AUGUST 10, 2022
10:00 A.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.sridfl.org

561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
SEBASTIAN RIVER IMPROVEMENT DISTRICT
BOARD OF SUPERVISORS
Indian River County Administration Complex
Bldg. A, Room A1-102
1801 27th Street
Vero Beach, Florida 32960
REGULAR BOARD MEETING
August 10, 2022
10:00 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Approval of Minutes
 - 1. July 13, 2022 Regular Board Meeting.....Page 3
- F. Old Business
- G. New Business
 - 1. Consider Resolution No. 2022-03 – Declaring Certain Real Property of the District as Surplus...Page 7
 - 2. Update on Indian River County – 66th Avenue Permit Application.....Page 45
 - 3. Update on 82nd Avenue Culvert Failure
- H. Administrative Matters
 - 1. Sand Mine Updates
 - 2. Financial Update.....Page 49
- I. Board Members Comments
- J. Comments from the Public for Items Not on the Agenda
- K. Adjourn

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

Indian River Press Journal

1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

Attn: Special District Services
SPECIAL DISTRICT SERVICES INC
2501 BURNS RD # A

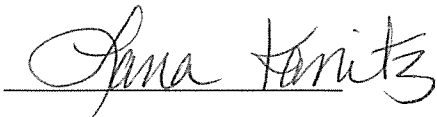
PALM BEACH GARDENS, FL 33410-5207

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the Indian River Press Journal, a daily newspaper published at Vero Beach in Indian River County, Florida: that the attached copy of advertisement was published in the Indian River Press Journal in the following issues below. Affiant further says that the said Indian River Press Journal is a newspaper published in Vero Beach in said Indian River County, Florida, and that said newspaper has heretofore been continuously published in said Indian River County, Florida, daily and distributed in Indian River County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The Indian River Press Journal has been entered as Periodical Matter at the Post Offices in Vero Beach, Indian River County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Issue(s) dated before where the dates are noted or by publication on the newspaper's website, if authorized, on :

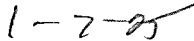
05/31/2022



Subscribed and sworn to before on May 31, 2022:



Notary, State of WI. County of Brown



My commission expires

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Publication Cost \$164.16

Ad No: 0005274512

Customer No: 1313370

PO #: SEBASTIAN RIVER IMPROVEMENT

SEBASTIAN RIVER IMPROVE-
MENT DISTRICT
REVISED FISCAL YEAR
2021/2022 REGULAR BOARD
MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Sebastian River Improvement District ("SRID") will hold Regular Board Meetings of the Board of Supervisors at the Indian River County Administration Complex, Building A, Room A1-102, 1801 27th Street, Vero Beach, Florida 32960 at 10:00 a.m. (**unless otherwise noted**) on the following dates:

June 8, 2022
July 13, 2022
August 10, 2022
September 14, 2022

The June 8, 2022, Regular Board Meeting will be held at the Indian River County Administration Complex, Building A, Room A1-102, 1801 27th Street, Vero Beach, Florida 32960 and will commence at 9:00 a.m. The Annual Meeting will immediately follow the Regular Board Meeting at 10:00 a.m. at the same location.

The purpose of the meetings is to conduct any business which may properly come before the Board. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922.

From time to time one Supervisor may participate by telephone; therefore, a speaker telephone may be present at the meeting location so the Supervisors may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.
Pub Date May 31, 2022
TCN 5274512

**SEBASTIAN RIVER IMPROVEMENT DISTRICT
REGULAR BOARD MEETING
JULY 13, 2022**

A. Call to Order

The July 13, 2022, Regular Board Meeting of the Sebastian River Improvement District (the “District”) was called to order at 10:00 a.m. in the Indian River County Administration Complex, Building A, Room A1-102, 1801 27th Street, Vero Beach, Florida 32960.

B. Proof of Publication

Proof of publication was presented showing that notice of the Regular Board Meeting had been published in *Indian River Press Journal* on May 31, 2022, as legally required.

C. Seat New Board Members

Mr. Sakuma welcomed new board member, Chad Kelly, who was present for the meeting.

D. Administer Oath of Office & Review Board Member Responsibilities and Duties

Mr. Sakuma confirmed that Mr. Kelly had taken the Oath of Office and received his new supervisor information package.

E. Establish Quorum

A quorum was established with the following Supervisors present:

Board of Supervisors

Supervisor	Jeff Bass	Absent
Supervisor	Tom Hammond	Present
Supervisor	Chad Kelly	Present

Staff members in attendance were:

District Manager	Frank Sakuma	Special District Services, Inc.
District Counsel	Dan Harrell	Gonano & Harrell
District Engineer	George Simons	Carter Associates, Inc.

F. Election of Officers

The following slate of officers was presented to the Board for consideration:

- Chairman: Jeff Bass
- Vice Chairman: Tom Hammond
- Assistant Secretary: Chad Kelly
- Secretary/Treasurer: Frank Sakuma

A **motion** was made by Mr. Hammond, seconded by Mr. Kelly electing the officers as presented. The **motion** passed unanimously.

G. Additions or Deletions to Agenda

Staff requested the following New Business additions to the Agenda:

- Update on River Oaks Development
- Update on 20 Year Stormwater Needs Analysis
- Culvert Replacement on Lateral C, 2805 82nd Avenue
- Indian River County – 66th Avenue Improvement Permit Request

A **motion** was made by Mr. Hammond, seconded by Mr. Kelly adopting the agenda as amended. The **motion** passed unanimously.

H. Approval of Minutes

1. June 8, 2022, Regular Board Meeting Minutes

A **motion** was made by Mr. Hammond, seconded by Mr. Kelly approving the minutes of the June 8, 2022, Regular Board Meeting, as presented. The **motion** approving the minutes passed unanimously.

I. OLD BUSINESS

There were no items.

J. NEW BUSINESS

1. Consider Approval of Annual ROW Maintenance

Mr. Simons presented the Board with an updated proposal for scope of work and costs for annual maintenance of District ROWs. The Board determined the initial work is necessary, and that Premier should then evaluate the ROWs for any further canal cleanout and report to the Chairman. After Board discussion, a **motion** was made by Mr. Hammond, seconded by Mr. Kelly and passed unanimously to approve Cates Tractor Services LLC as the contractor to complete the scope of work at the initial cost of \$62,336.80, with authority of the Chairman to increase scope of canal cleanout, if required, by \$54,400 once the initial work is complete.

2. Consider Resolution No. 2022-02 – Adopting Revised Guidelines for the Sale, Transfer, or Exchange of Surplus Lands

Resolution No. 2022-02 was presented, entitled:

RESOLUTION NO. 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEBASTIAN RIVER IMPROVEMENT DISTRICT ADOPTING REVISED GUIDELINES FOR THE SALE, TRANSFER, OR EXCHANGE OF SURPLUS LANDS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Mr. Harrell presented the revised guidelines to the Board and explained the changes were

appropriate and expected to clarify the process of District sale, transfer, or exchange of surplus lands.

After Board discussion a **motion** was made by Mr. Hammond, seconded by Mr. Kelly and passed unanimously to adopt Resolution 2022-02, as presented, Adopting Revised Guidelines for the Sale, Transfer, or Exchange of Surplus Lands.

3. Update and Consider Approval of Graves Brothers' Company ROW Abandonment Request

Mr. Simons advised the Board of his review of the Graves Brothers' request and indicated several easements which may be necessary due to stormwater lakes to be created with roadway improvements. The Board, having been made aware of receipt of necessary documents and information from the applicant, determined it was appropriate to move forward with the request.

After Board discussion, a **motion** was made by Mr. Hammond, seconded by Mr. Kelly and passed unanimously to authorize staff to move forward with negotiating an option agreement with the applicant and to bring back said contract for Board consideration.

4. Update on River Oaks

Mr. Simons informed the Board of work being done on the River Oaks project. A grubbing permit was issued earlier in the year. As grubbing opens up different areas for access, survey work and well plugging will be underway.

5. Update on 20-Year Stormwater Needs Analysis

Mr. Simons notified the Board that SRID had submitted their required 20-Year Stormwater Needs Analysis to the County, as required by law.

6. Culvert on Lateral C – 2805 82nd Avenue

Mr. Simons advised the Board that he was aware of a culvert failure on Lateral C along 82nd Avenue. The property owner has asked if they could replace the failing culvert, but were told that a bridge would be required per District policy. The Board, after discussion with staff, determined that a waiver request would be required to replace the culvert with another culvert, and if so it would need to be reinforced concrete pipe (RCP). The Board was concerned about the potential emergency nature of the failure and suggested a waiver be authorized in advance if the RCP replacement was reviewed and approved by the District Engineer.

After Board discussion, a **motion** was made by Mr. Hammond, seconded by Mr. Kelly and passed unanimously to authorize a waiver that will allow replacement of the failing culvert with an RCP if reviewed and approved by the District Engineer.

7. Update on Indian River County – 66th Avenue Permit Request

Mr. Simons advised the Board that the County had continues to have discussions with District staff and make planning decisions on the 66th Avenue Improvements. He indicated that the Liberty Park project may not be aware of the most recent County intentions with respect to the stormwater lakes and canals required by the road improvements.

K. Administrative Matters

1. Sand Mine Update

No update was required.

2. Financial Update

Mr. Sakuma advised the financials of the District were included in the Board package.

L. Board Member Comments

Members of the Board had no further comments.

M. Comments from the Public for Items Not on the Agenda

Mr. Bob McPartlan, Sebastian City Council, appreciated being able to attend the meeting. He also asked if someone may be available to speak to the Council about how annexation would impact SRID.

N. Adjournment

There being no further business to come before the Board, the Mr. Hammond adjourned the Regular Board Meeting of the District at 11:29 a.m.

Secretary/Assistant Secretary

Chair/Vice-Chairman

RESOLUTION NO. 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEBASTIAN RIVER IMPROVEMENT DISTRICT DECLARING CERTAIN REAL PROPERTY OF THE DISTRICT AS SURPLUS; DETERMINING SALE OF THE REAL PROPERTY TO GRAVES BROTHERS COMPANY TO BE IN THE BEST INTEREST OF THE DISTRICT AND THE PUBLIC; APPROVING, ACCEPTING, AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR SALE AND PURCHASE; APPROVING SALE OF THE REAL PROPERTY TO THE PURCHASER, SUBJECT TO CONDITIONS; AUTHORIZING AND DIRECTING BOARD OFFICERS, THE DISTRICT MANAGER, DISTRICT ENGINEER, ATTORNEYS, AND OTHER AGENTS OF THE BOARD TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of Supervisors (“Board”) of the Sebastian River Improvement District (“District”), has made the following determinations:

A. In accordance with the provisions of Chapter 2007-309, Laws of Florida (“Act”), this Board is responsible for the construction, operation, and maintenance of canals, ditches, drains, levees, lakes, ponds, and other works for water management and control purposes within the District.

B. Section 4(1)(b) of the Act grants to the District the power, among other matters, to “dispose of such real or personal property as may be necessary or convenient to carry out the purposes of [the Act] and [C]hapter 298, Florida Statutes.”

C. In December 2007, this Board adopted its *General Policy Right-of-Way for Sub-Lateral Lying Wholly Within Landowners Property* (“Policy”), providing that the “District would consider abandoning right-of-ways for sub-laterals lying wholly within landowner’s property,” subject to conditions.

D. The District Engineer has received from Graves Brothers Company (“Purchaser”) a request and application submitted under the Policy to abandon and sell to the Purchaser Sub-Lateral C-5-E, Sub-Lateral C-4-E, Sub-Lateral C-3-E, Sub-Lateral C-2-E, and Sub-Lateral C-6-W (collectively, the “Real Property”), more particularly described in the attached Agreement of Sale and Purchase (“Agreement”).

E. The District Engineer and District Manager have determined that the application is consistent with the Policy; the Real Property is no longer necessary, used, useful, or appropriate for the location and operation by the Board of canal or other drainage facilities so long as the District receives an appropriate surface water drainage and stormwater discharge easement over portions of the Real Property (“Easement Parcels”) and the Purchaser enters an agreement with the District for the acceptance of all obligations to establish, operate, and maintain a stormwater management system on the Real Property; and sale of the Real Property to the Purchaser would be in the best interests of the District and the public, subject to the terms and conditions set forth in this Agreement.

F. The Purchaser has provided an appraisal of the Real Property by an appraiser approved pursuant to Section 253.025(6)(b), Florida Statutes, and the purchase price as set forth in the Agreement equals the appraised value of the Real Property.

G. In an open meeting of the Board held on August 10, 2022, the District Manager recommended that the Board declare that the Real Property is surplus and approve sale of the Real Property to the Purchaser in accordance with the terms and conditions set forth in the Agreement.

H. The best interests of the District will be served by (i) declaring the Real Property as surplus and available for sale for such consideration as the Board deems to be in the best interest of the District and the public; (ii) determining that sale to the Purchaser in accordance with the Agreement is in the best interest of the District and the public; (iii) approving and authorizing execution of the Agreement with the Purchaser in the form attached to this Resolution; (iv) authorizing closing of sale of the Real Property, including execution and delivery of a deed conveying the Real Property to the Purchaser and releasing any automatic reservation of mineral rights and the right of entry in accordance with Section 270.11, Florida Statutes, upon satisfaction of all conditions of the transaction, including reserving an appropriate easement over the Easement Parcels; and (v) authorizing and directing the Board Officers, District Manager, District Engineer, attorneys, and other agents of the Board to do all things necessary to carry out the transactions contemplated by the Agreement and this Resolution upon satisfaction of all terms, conditions, and contingencies set forth in such instruments.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Sebastian River Improvement District, as follows:

1. Declaration of Real Property as Surplus. The Real Property is hereby declared to be surplus and unnecessary for the location and operation by the Board of canal or other drainage facilities so long as the District reserves an appropriate surface water drainage and stormwater discharge easement over the Easement Parcels, and therefore the Real Property is determined to be available for sale for such consideration as the Board deems to be in the best interest of the District and the public.

2. Determination that Sale is in Best Interest of District and Public. The Board hereby determines that sale of the Real Property to the Purchaser as provided in the Agreement is consistent with the Policy and in the best interest of the District and the public.

3. Approval of and Authorization to Execute the Agreement. The Board hereby approves and authorizes execution of the Agreement between the Board and the Purchaser in substantially the form attached to this Resolution.

4. Approval of Sale of Real Property to Purchaser; Conditions. The sale of the Real Property to the Purchaser, including execution and delivery of a deed conveying the Real Property to the Purchaser and releasing any automatic reservation of mineral rights and the right of entry in accordance with Section 270.11, Florida Statutes, be, and it is hereby, approved, subject to the terms, conditions, and contingencies set forth in the Agreement, including but not limited to reserving an appropriate easement over the Easement Parcels. The receipt of the consideration specified in the Agreement by authorized officers and agents of the Board at the scheduled Closing of the transac-

tions contemplated by the Agreement shall be conclusive proof of the satisfaction of such terms, conditions, and contingencies without further action of the Board.

5. Authorization and Direction for Officers to Act. Members of the Board, the Superintendent, officers, attorneys, and other agents of the Board are hereby authorized and directed to do all acts and things required of them by this Resolution and the Agreement for the full, punctual, and complete performance of the terms, covenants, and agreements contained herein or therein, and each member, officer, attorney, and agent of the Board is further authorized and directed to execute and deliver any and all papers and instruments and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated under this Resolution and the Agreement including, but not limited to, approving modifications thereto, and to related documents, provided, however, that no such modification shall materially alter the nature or extent of this Resolution or the Agreement.

6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED at a regular meeting this 10th day of August, 2022.

Attest:

**SEBASTIAN RIVER IMPROVEMENT
DISTRICT**

Secretary

By: _____
Print Name: _____
Title: _____
Board of Supervisors

ATTACHMENT TO APPROVING RESOLUTION

Agreement for Sale and Purchase

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE ("Agreement") is made by and between the Sebastian River Improvement District, an independent special district of the State of Florida constituted as provided in Chapter 2007-309, Laws of Florida, whose address is c/o Special District Services, Inc., 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410 ("Seller"), and Graves Brothers Company, a Florida corporation, whose address is 2770 Indian River Boulevard, Suite 201, Vero Beach, Florida 32960-4230, and/or its permitted assigns ("Purchaser" and, together with the Seller, the "Parties").

RECITALS

WHEREAS, the Seller is the owner of or holder of a conveyable interest in that certain real property in Indian River County, Florida, described in the attached Exhibit A ("Real Property"); and

WHEREAS, the Purchaser has made application to the Seller in accordance with the Seller's *General Policy Right-of-Way for Sub-Lateral Lying Wholly Within Landowners Property* ("Policy") requesting that the Seller abandon and sell the Real Property to the Purchaser; and

WHEREAS, the Board of Supervisors of the Seller has determined that sale of the Real Property to the Purchaser is consistent with the Policy and in the best interests of the Seller and the public, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises, the Parties hereby covenant and agree as follows:

1. Sale and Purchase of Real Property. Subject to the terms and conditions hereinafter set forth, the Seller agrees to sell, convey, and grant to the Purchaser, and the Purchaser agrees to purchase all of the Seller's fee simple right, and interest in and to the Real Property, together with all appurtenant estates, rights, and interests.

2. Purchase Price. The consideration for the Real Property shall be Four Hundred Eighty-Three Thousand Five Hundred Sixty-One and No/100s Dollars (\$483,561.00) ("Purchase Price"), payable in cash at Closing, subject to prorations and adjustments as provided in this Agreement.

3. Deposit. Upon execution of this Agreement by both Parties, the amount of Five Thousand and No/100s Dollars (\$5,000.00) ("Deposit") shall be deposited by the Purchaser with Elite Title of the Treasure Coast, Inc. ("Title and Escrow Agent"), or such other place as may be mutually agreeable in a non-interest bearing account, and upon Closing (defined below), such amount shall be credited against the Purchase Price to be paid by the Purchaser. In the event that the Closing does not occur for any reason other than material breach by the Purchaser, or as set forth in Sections 9 (title defect), 15 (risk of loss) or 32 (condemnation), the full amount of the Deposit shall thereupon be returned to the Purchaser.

4. Closing Date and Place. Subject to the terms and conditions of this Agreement, the closing of the sale and purchase of the Real Property ("Closing") shall take place at a location in

Indian River County, Florida, mutually agreeable to the Parties on or before [[[November 1, 2022]]]. The Closing may be conducted in person or by mail, and shall be conducted by the Title and Escrow Agent, whose contact information for purposes of this Agreement is:

Darlene K. Pegg, CLCt
Elite Title of the Treasure Coast, Inc.
3055 Cardinal Drive, Suite 105
Vero Beach, Florida 32963
Phone: 772-231-5560
Fax: 772-231-6451
E-mail: Darlene@EliteTitleVeroBeach.com

5. Restrictions; Easements; Limitations. The Purchaser shall take title to the Real Property subject only to the following (collectively, the “Permitted Exceptions”):

(a) All assessments and taxes for the year of Closing and all subsequent years not yet due and payable (the Seller is a tax-exempt unit of government and the Purchaser should not rely upon the Seller’s current taxes as the amount of taxes that the Purchaser may be obligated to pay in years subsequent to purchase);

(b) The easements reserved by the Seller as provided in paragraph 17 of this Agreement; and

(c) Such other matters, if any, as may exist of record and are not objected to in writing by the Purchaser at the time and in the manner required below.

6. Purchaser’s Inspection. The Purchaser acknowledges that it has made such inspections and conducted such tests and assessments as the Purchaser deems appropriate, and otherwise satisfied itself that the Real Property is suitable, in the Purchaser’s sole and absolute discretion, for the Purchaser’s intended use. The Purchaser further acknowledges that in the event and as of Closing and consummation of the transaction contemplated by this Agreement, the Purchaser will be deemed conclusively (a) to have been given full opportunity to inspect and investigate the condition of the Real Property in all aspects, (b) to have accepted the condition of the Real Property, and (c) to have purchased the Real Property in its “as is” condition as of the Closing Date, without representation, warranty, covenant, or inducement of any kind, express or implied, by the Seller, except for such representations, warranties, and covenants expressly set forth in this Agreement, in the documents and instruments delivered by the Seller at Closing, or as are contained therein by operation of law.

7. INTENTIONALLY DELETED.

8. Survey. The Purchaser, at the Purchaser’s expense, may have the Real Property surveyed during the Inspection Period or any extension thereof and shall promptly provide a copy to the Seller and the Title Agent. If the survey (“Survey”), certified by a professional land surveyor licensed by the State of Florida, shows any matters not acceptable to Purchaser, including a material encroachment on the Real Property, or that improvements located on the Real Property encroach on setback lines, easements, or the land of others, or violate any restriction, covenant, or

applicable governmental regulation, or any other matter that would affect the marketability or insurability of title to the Real Property, then within fifteen (15) days of receipt of the Survey the Purchaser shall notify the Seller in writing of the specific defect in the manner provided in paragraph 9(b).

9. Title Insurance.

(a) Within fifteen (15) days of the Effective Date, the Purchaser may obtain from the Title and Escrow Agent a title insurance commitment agreeing to issue to the Purchaser, upon recording of the deed to the Purchaser, an owner's policy of title insurance in the amount of the Purchase Price and insuring the Purchaser's title to the Real Property, subject only to the Permitted Exceptions as set forth in paragraph 5 of this Agreement and those that shall be discharged by the Seller at or before Closing ("Commitment").

(b) The Purchaser shall have a period of fifteen (15) days from receipt of the Commitment ("Title Review Period") in which to notify the Seller in writing of any defect in title that is unacceptable to the Purchaser. Notice of defects shown on the Survey shall be provided within the time set forth in paragraph 8 above. If the Purchaser timely notifies the Seller of any title objection, the Seller shall have until the Closing Date to correct all matters described in the objection, and the Seller covenants to exercise diligent and good faith efforts to correct the same. Notwithstanding the above, the Seller shall not be required to spend in excess of a total of One Thousand Dollars (\$1,000.00) to take such action as may be necessary to correct any title defects and under no circumstance shall the Seller be obligated to bring suit to cure any such defect.

(c) If the Purchaser does not timely provide notice of any title objection prior to the expiration of the Title Review Period, title shall be deemed accepted by the Purchaser subject to the Permitted Exceptions and satisfaction of the requirements shown on the Commitment.

(d) The Purchaser periodically may secure updates of the Commitment. If any title update reflects the existence of any adverse matter other than those listed on the Commitment or any prior update which will appear as Schedule B exceptions to the owner's title insurance policy to be issued in accordance with the terms of this Agreement, the Purchaser shall have ten (10) days from receipt of such update to deliver to the Seller a written objection to such matters, which shall be deemed title defects. The Seller shall have until the Closing Date to correct all matters described in the objection, and the Seller covenants to exercise diligent and good faith efforts to correct the same. Notwithstanding the above, the Seller, shall not be required to spend in excess of a total of One Thousand Dollars (\$1,000.00) to take such action as may be necessary to correct any title defects and under no circumstance shall the Seller be obligated to bring suit to cure any such defects.

(e) If the title objection is not cured by the Closing Date, then the Purchaser, at its option to be exercised by written notice delivered to the Seller by the Closing Date, shall advise the Seller of the Purchaser's election: (i) to waive the Purchaser's objections to title and continue to Closing in accordance with this Agreement, without any reduction in the Purchase Price as a result thereof; or (ii) to terminate this Agreement, whereupon the

Deposit shall be released to the Purchaser, and the Seller and the Purchaser shall be released from their respective obligations and liabilities hereunder (other than obligations and liabilities that specifically survive termination).

10. Interest Conveyed. At Closing the Seller shall execute and deliver to the Purchaser a special warranty deed conveying marketable and insurable title to the Real Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies, and other encumbrances, except the Permitted Exceptions, which deed shall specifically release any automatic reservation and right of entry in accordance with Section 270.11, Florida Statutes.

11. Closing Documents. The Seller shall furnish the deed described in paragraph 10 of this Agreement; the title, possession, and lien affidavit certified to the Purchaser and title insurance issuer consistent with Section 627.7842, Florida Statutes; the closing statement; and all corrective instruments. The Purchaser and Seller agree to execute such other documents, affidavits or certificates as are customary and are reasonably necessary to consummate the sale of the Real Property, to induce the Title and Escrow Agent to issue an owner's (or lender's) title policy of insurance and any endorsements requested in connection therewith, or to induce any bank, savings and loan association, insurance company or other institutional lender to consummate its loan(s) to the Purchaser which shall be secured by the Real Property.

12. Expenses. All costs resulting from the transactions contemplated by this Agreement, including but not limited to the title insurance premium, title or abstract charges, the cost for a municipal lien search sufficient to delete the standard exception for municipal liens, title examination fees, settlement or closing fees, recording any and all corrective instruments necessary to assure good and marketable and insurable title to the Real Property, documentary stamps on the deed to the Real Property, recording the deed to the Real Property, review of the Purchaser's application in accordance with the Policy, and the Seller's attorney's fees incurred in connection with closing the transaction contemplated by this Agreement shall be paid by the Purchaser.

13. Taxes and Assessments. All real estate taxes and assessments that are a lien against the Real Property shall be satisfied of record by the Seller at Closing (the Seller is a tax-exempt unit of government and the Purchaser should not rely upon the Seller's current taxes as the amount of taxes that the Purchaser may be obligated to pay in years subsequent to purchase).

14. Condition of Real Property. THE PURCHASER ACKNOWLEDGES, AGREES, AND UNDERSTANDS THAT AT THE CLOSING THE REAL PROPERTY SHALL BE CONVEYED TO, AND ACCEPTED BY, THE PURCHASER "AS IS," "WHERE IS," AND "WITH ALL FAULTS." EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT AND IN THE SELLER'S INSTRUMENTS OF CONVEYANCE, THE SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE REAL PROPERTY OR ANY PORTION THEREOF; THE PRESENCE OR ABSENCE OF WETLANDS OR OF HAZARDOUS SUBSTANCES IN, ON, UNDER, OR ABOVE THE REAL PROPERTY; THE COMPLIANCE OR NON-COMPLIANCE OF THE REAL PROPERTY WITH ANY APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, STATUTES, ORDINANCES, RULES, AND REGULATIONS, INCLUDING BUT NOT LIMITED TO

ENVIRONMENTAL LAWS AND REGULATIONS; THE SUITABILITY OF THE REAL PROPERTY OR ANY PORTION THEREOF FOR THE PURCHASER'S INTENDED USE; OR ANY OTHER MATTER CONCERNING THE REAL PROPERTY OR ANY PORTION THEREOF. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN THE SELLER'S INSTRUMENTS OF CONVEYANCE, THE SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY NATURE WHATSOEVER, ORAL AS WELL AS WRITTEN, EXPRESS AS WELL AS IMPLIED, WITH RESPECT TO THE REAL PROPERTY, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. THE PURCHASER EXPRESSLY ACKNOWLEDGES THAT THE PURCHASER AND ITS REPRESENTATIVES HAVE HAD, OR WILL HAVE PRIOR TO CLOSING, AMPLE OPPORTUNITY TO EXAMINE, INSPECT, AND SATISFY ITSELF WITH RESPECT TO ALL MATTERS RELATED TO THE REAL PROPERTY AND THAT THE PURCHASER UNDERSTANDS AND AGREES THAT NEITHER THE SELLER NOR ANY MEMBER, OFFICER, EMPLOYEE, AGENT, REPRESENTATIVE, ATTORNEY, BROKER, OR CONSULTANT OF OR FOR THE SELLER HAS MADE OR IS MAKING ANY WARRANTY OR REPRESENTATION, ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT THERETO EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT AND IN THE SELLER'S INSTRUMENTS OF CONVEYANCE. THE PURCHASER FURTHER ACKNOWLEDGES THAT IT IS RELYING AND SHALL RELY SOLELY UPON ITS OWN EXAMINATIONS AND INSPECTIONS AND UPON THE ADVICE OF ITS OWN ATTORNEYS, CONSULTANTS, AND EMPLOYEES (AND NOT UPON ANY STATEMENT, WARRANTY, REPRESENTATION, ADVICE OR INTERPRETATION OF LEGAL DOCUMENTS, WRITTEN OR ORAL, OF OR BY THE SELLER OR THE SELLER'S ATTORNEYS, AGENTS, OFFICERS, EMPLOYEES, CONSULTANTS, OR REPRESENTATIVES) AS TO ANY MATTER WHATSOEVER PERTAINING TO THE REAL PROPERTY AND ALL PORTIONS THEREOF. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING, THE TRANSFER AND CONVEYANCE OF THE LAND, AND THE DELIVERY OF THE CLOSING DOCUMENTS. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING AND CONVEYANCE OF THE REAL PROPERTY TO THE PURCHASER.

15. Risk of Loss. The Seller assumes all risk of loss or damage to the Real Property prior to the date of Closing. In the event the condition of the Real Property is altered by strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty or cause beyond the control of either party, the Purchaser may elect, at its sole option and written notice to the Seller, to terminate this Agreement whereupon the entire Deposit shall be returned to the Purchaser, and neither party shall have any further obligation under this Agreement.

16. Right to Enter Real Property. The Seller agrees that from and after the date this Agreement is executed by the Seller, the Purchaser and its agents, upon reasonable notice to the Seller, shall have the right to enter the Real Property for all lawful purposes in connection with this Agreement, and the Seller shall not unreasonably withhold approval for such access. The Purchaser shall hold the Seller harmless from any claim or damage to persons or property caused by the Purchaser or its agents as a result of such entry.

17. Reserved Easement for Surface Water Drainage and Stormwater Discharge and Agreement for Acceptance of Water Conveyance Obligations. Notwithstanding any contrary provision of this Agreement, at Closing the Purchaser:

(a) Shall grant to the Seller a perpetual easement for surface water drainage and stormwater discharge on, under, across, and over those portions of the Real Property more particularly shown or described, and in substantially the form set forth, in the attached Exhibit B. At Closing, the Parties shall execute and enter into such easement, which shall be recorded in the public records of Indian River County immediately after the deed described in paragraph 10 of this Agreement.

(b) Shall enter an agreement with the Seller for the acceptance of all obligations to establish, operate, and maintain a stormwater management system on the Real Property, which agreement shall be in substantially the form set forth in the attached Exhibit C. At Closing, the Parties shall execute and enter into such agreement, which shall be recorded in the public records of Indian River County immediately after the deed described in paragraph 10 of this Agreement and the easement described in subparagraph (a) above.

18. Escrow. Any escrow agent (“Agent”) receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold the same in escrow, and, subject to clearance, disburse them in accordance with the terms and conditions of this Agreement. Failure of clearance of funds shall not excuse the Purchaser’s performance. If in doubt as to the Agent’s duties or liabilities under provisions of this Agreement, the Agent may, at the Agent’s option, continue to hold the subject matter of the escrow until the Parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the Parties; or the Agent may deposit the same with the clerk of the circuit court having jurisdiction of the dispute. Upon notifying all Parties concerned of such action, all liability on the part of the Agent shall fully terminate, except to the extent of accounting for any item previously delivered out of escrow. In any suit between the Purchaser and the Seller wherein the Agent is made a party because of acting as Agent hereunder, or in any suit wherein the Agent interpleads the subject matter of the escrow, the Agent shall recover reasonable attorney’s fees and costs incurred with the fees and costs to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Parties agree that the Agent shall not be liable to any party or person for misdelivery to the Purchaser or the Seller of items subject to this escrow, unless such misdelivery is due to the willful breach of this Agreement or gross negligence of the Agent. In the event of a dispute or litigation under this Agreement, the Agent shall not be disqualified from representing the Seller by virtue of service as agent for the escrow.

19. Attorney’s Fees; Costs. In any litigation, including breach, enforcement, or interpretation, arising out of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorney’s fees, costs, and expenses.

20. Failure of Performance. If the sale and purchase of the Real Property contemplated by this Agreement is not consummated because of Purchaser’s default, the Deposit paid by the Purchaser may be retained by or for the account of the Seller as agreed upon liquidated damages, consideration for the execution of this Agreement, and in full settlement of any claim, whereupon

the Purchaser and the Seller shall be relieved of all obligation under this Agreement. If for any reason other than failure of the Seller to make the Seller's title marketable after diligent effort, the Seller fails, neglects, or refuses to perform this Agreement, the Purchaser may elect either (a) to seek specific performance against Seller in which event the Closing shall be automatically extended as necessary, or (b) to terminate this Agreement and receive the return of the Purchaser's entire Deposit (including any Extension Deposit).

21. Broker Disclosure and Indemnification. Each of the Parties represents to the other that it has not retained or contracted with any real estate broker to represent it in this transaction. Each of the Parties shall be solely responsible for, and hereby agrees to indemnify, defend, and hold the other party harmless from, any and all claims, obligations, debts, demands, or liabilities, including reasonable attorney's fees and court costs, arising out of any claim for a commission or finder's fee in regard to this transaction by any person, firm, partnership, or corporation in connection with this transaction and resulting from any action of the indemnifying party.

22. Recording. Neither this Agreement nor any notice of it may be recorded, provided, however, that in the event the Purchaser files an action for specific performance in accordance with paragraph 20, in conjunction with such action, the Purchaser may record in the public records of Indian River County a Notice of Lis Pendens.

23. Assignment. This Agreement may be assigned by the Seller at any time to an entity controlled by the Seller, subject to the terms of this Agreement. The Purchaser may assign its rights under this Agreement to an entity related to, owned, or controlled by the Purchaser without the prior written consent of the Seller but with notice to the Seller prior to the Closing Date; provided, however, that the assignee shall be required to assume all obligations under this Agreement, such assignment shall not release the original Purchaser from any liability arising under this Agreement, and a copy of such assignment shall be delivered to the Seller.

24. Time. Time is of the essence with regard to all dates or times set forth in this Agreement. In computing any period of time prescribed by the terms of this Agreement, the day from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day that is not a Saturday, Sunday, or legal holiday; provided, that any reference herein to time periods of less than six (6) days shall in the computation thereof exclude Saturdays, Sundays, and legal holidays. In the event any day on which an act is to be performed by the Seller or the Purchaser under the terms of this Agreement is a Saturday, Sunday, or legal holiday, the time for the performance shall be extended to the next day that is not a Saturday, Sunday, legal holiday or a day on which a national legal holiday is not observed.

25. Severability. In the event any of the provisions of this Agreement are deemed to be unenforceable, the enforceability of the remaining provisions of this Agreement shall not be affected.

26. Successors-in-Interest. This Agreement is binding upon and inures to the benefit of the Parties and their legal representatives, successors, and assigns.

27. Entire Agreement. This Agreement contains the entire agreement and whole understanding between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous communications, agreements, representations, and understandings, whether oral or written, between the Parties. No change, supplement, modification, or amendment to this Agreement shall be binding unless executed in writing by both Parties.

28. Waiver. Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, or right, but the same shall remain in full force and effect.

29. Modification. No modification, amendment, or alteration to this Agreement shall be effective or binding upon either of the Parties until executed by both of the Parties.

30. Notices. All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing (including facsimile transmission and electronic communication) and shall be (as elected by the person giving such notice) hand delivered by pre-paid messenger or courier service, telecommunicated, mailed by registered or certified mail, postage prepaid, return receipt requested, and addressed to:

As to Seller:

Sebastian River Improvement District
ATTN: Mr. Todd Wodraska
Special District Services, Inc.
2501 Burns Road, Suite A
Palm Beach Gardens, Florida 33410
E-mail: TWodraska@sdsinc.org

Copy to:

Daniel B. Harrell
Gonano & Harrell
1600 S. Federal Highway, Suite 200
Fort Pierce, Florida 34950
E-mail: ddharrell@gh-law.com

As to Purchaser:

Graves Brothers Company
2770 Indian River Blvd., Suite 201
Vero Beach, FL 32960
Attn: Jeff Bass
Phone: (727) 562-3886
Email: jbass@gravesbrotherscompany.com

Copy to:

Alton L. Lightsey, Esq.
Lightsey & Associates, P.A.
2105 N Park Ave.
Winter Park, FL 32789
Phone: (407) 622-0025
E-mail: alton@lightseylaw.com

or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered: (a) on the date delivered if by personal delivery; (b) on the date of transmission with confirmed answer back if by facsimile or electronic transmission; and (c) on the date upon which the return receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

31. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed or interpreted as a waiver of the Seller's sovereign immunity, except as to the express terms of this Agreement, nor as a waiver of any applicable limitation on the Seller's liability for monetary damages, including without limitation attorney's fees, as provided by the laws and/or Constitution

of the State of Florida. Nothing herein shall be construed as consent by the Seller to be sued by a third party in any matter arising out of this Agreement.

32. Condemnation or Taking. In the event of the condemnation or taking of all or any part of the Real Property by proceedings in eminent domain or the commencement of any such proceedings prior to the Closing Date, the Seller shall, within ten (10) days of receiving notice of such condemnation or taking or the commencement of such proceedings provide written notice to the Purchaser of the same. The Purchaser shall have fifteen (15) days from the date it receives such written notice to elect in writing to terminate this Agreement. In the event such fifteen (15) day period extends beyond the Closing Date, the Closing Date shall be automatically extended to the last day of such period. If the Purchaser elects to terminate this Agreement, the Deposit shall thereupon be returned to the Purchaser and the Parties shall be relieved all obligations under this Agreement. If the Purchaser does not timely elect to terminate this Agreement following such written notice, then, at the election of the Purchaser, either (a) the Purchase Price shall be reduced by the total amount of all awards for such condemnation or taking actually received by the Seller on or before the Closing Date or (b) the Purchaser shall have the right to receive all awards of such condemnation or taking and the documents of Closing shall so provide.

33. Survival. The covenants, warranties, representations, indemnities, and undertakings of the Seller and the Purchaser set forth in this Agreement, including but not limited to the matters contained in paragraphs 14, 15, and 21, shall survive the Closing, the delivery and recording of the deed described in paragraph 10 of this Agreement, and the Purchaser's possession of the Real Property for a period of one (1) year following the Closing Date, and shall then expire and terminate.

34. Interpretation; Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In the event of litigation concerning this Agreement, jurisdiction and venue shall be in the Nineteenth Judicial Circuit in and for Indian River County, Florida, and the Parties expressly agree and consent to the exercise of personal jurisdiction in such court in connection with any such dispute.

35. Effective Date. This Agreement shall be effective on the date ("Effective Date") on which the last of the duly authorized signatories of the Parties executes this document, provided, however, unless so executed by both Parties, and the fact of such execution communicated to each party on or before August 15, 2022, at 5:00 p.m. EDT, this Agreement shall be of no force or effect.

36. Construction. This Agreement shall not be construed more harshly against or favorably for any party regardless of which party is responsible for its preparation.

37. INTENTIONALLY DELETED.

38. Counterparts; Facsimile. This Agreement may be executed in a number of identical counterparts and the fact of execution may communicated by electronic or facsimile transmission between the Parties. If so executed, each such electronic signature, emailed copy, or facsimile shall be deemed to be an original for all purposes, and all such counterparts shall, collectively,

constitute one Agreement, but in making proof of this, it shall not be necessary to produce or account for more than one counterpart.

39. Representation. Each party represents and agrees that it either has been represented by its own attorney or has knowingly waived its right to be so represented in the negotiation, drafting, execution, and delivery of this Agreement.

40. Compliance with Public Records Law. The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by the Seller will be made available to the public and the media upon request, unless a statutory exemption from such disclosure exists. The Purchaser shall comply with the Florida Public Records Law in effect from time to time if and to the extent required.

41. **WAIVER OF JURY TRIAL**. SELLER AND PURCHASER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTION OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE SELLER AND PURCHASER ENTERING INTO THIS AGREEMENT.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have caused the execution of this Agreement by their duly authorized officials as of the respective dates set forth below.

SELLER:

SEBASTIAN RIVER IMPROVEMENT DISTRICT

By: _____
Print Name: _____
Title: _____
Date: _____, 2022

PURCHASER:

GRAVES BROTHERS COMPANY

By: _____
Print Name: _____
Title: _____
Date: _____, 2022

* * *

RECEIPT FOR DEPOSIT specified in paragraph 3 acknowledged and escrow terms specified in paragraph 18 agreed.

TITLE AND ESCROW AGENT:

By: _____
Print Name: _____
Title: _____
Date: _____, 2022

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

SEBASTIAN RIVER IMPROVEMENT DISTRICT SUB-LATERAL C-5-E CANAL

RIGHT OF WAY ABANDONMENT DESCRIPTION:

THE NORTH 50.00 FEET OF THE SOUTH ONE-HALF (1/2) OF THE SOUTH ONE-HALF (1/2), AND THE SOUTH 50.00 FEET OF THE NORTH ONE-HALF (1/2) OF THE SOUTH ONE-HALF (1/2) OF SECTION 1, TOWNSHIP 32 SOUTH, RANGE 38 EAST, INDIAN RIVER COUNTY, FLORIDA, LYING EAST OF THE EAST RIGHT OF WAY OF RANCH ROAD (82nd AVENUE, COUNTY ROAD 609) RIGHT OF WAY PER STATE OF FLORIDA RIGHT OF WAY MAP, PARCEL 102, SECTION 88503-2611, OFFICIAL RECORD BOOK 3225, PAGE 1940, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA AND WEST OF THE WEST RIGHT OF WAY OF THE SEBASTIAN RIVER IMPROVEMENT DISTRICT LATERAL "L" CANAL (125.00 FEET WIDE RIGHT OF WAY) RIGHT OF WAY MAP 1960, OFFICIAL RECORD BOOK 210, PAGE 300, INDIAN RIVER COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCEL CONTAINING 437,775.89 SQUARE FEET OR 10.050 ACRES, MORE OR LESS.

SEBASTIAN RIVER IMPROVEMENT DISTRICT SUB-LATERAL C-4-E CANAL

RIGHT OF WAY ABANDONMENT DESCRIPTION:

THE NORTH 50.00 FEET OF THE SOUTH ONE-HALF (1/2) OF THE NORTH ONE-HALF (1/2), AND THE SOUTH 50.00 FEET OF THE NORTH ONE-HALF (1/2) OF THE NORTH ONE-HALF (1/2) OF SECTION 1, TOWNSHIP 32 SOUTH, RANGE 38 EAST, INDIAN RIVER COUNTY, FLORIDA, LYING EAST OF THE EAST RIGHT OF WAY OF RANCH ROAD (82nd AVENUE, COUNTY ROAD 609) RIGHT OF WAY PER STATE OF FLORIDA RIGHT OF WAY MAP, PARCEL 102, SECTION 88503-2611, OFFICIAL RECORD BOOK 3225, PAGE 1940, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA AND WEST OF THE WEST RIGHT OF WAY OF THE SEBASTIAN RIVER IMPROVEMENT DISTRICT LATERAL "L" CANAL (125.00 FEET WIDE RIGHT OF WAY) RIGHT OF WAY MAP 1960, OFFICIAL RECORD BOOK 210, PAGE 300, INDIAN RIVER COUNTY, FLORIDA.

AND THE NORTH 50.00 FEET OF THE SOUTH ONE-HALF (1/2) OF THE NORTH ONE-HALF (1/2), AND THE SOUTH 50.00 FEET OF THE NORTH ONE-HALF (1/2) OF THE NORTH ONE-HALF (1/2) OF SECTION 1, TOWNSHIP 32 SOUTH, RANGE 38 EAST, INDIAN RIVER COUNTY, FLORIDA, LYING EAST OF THE EAST RIGHT OF WAY OF THE SEBASTIAN RIVER IMPROVEMENT DISTRICT LATERAL "L" CANAL (125.00 FEET WIDE RIGHT OF WAY) RIGHT OF WAY MAP 1960, OFFICIAL RECORD BOOK 210, PAGE 300, INDIAN RIVER COUNTY, FLORIDA AND WEST OF THE WEST RIGHT OF WAY OF INDIAN RIVER FARMS WATER CONTROL DISTRICT "RANGE LINE CANAL" / 74th AVENUE 'DIKE AND CANAL' (100 FEET WIDE RIGHT OF WAY), DEED BOOK 48, PAGE 23, ST. LUCIE COUNTY, FLORIDA, SAID WEST RIGHT OF WAY OF THE INDIAN RIVER FARMS WATER CONTROL DISTRICT RANGE LINE CANAL ALSO BEING THE EAST LINE OF SAID SECTION 1, TOWNSHIP 32 SOUTH, RANGE 38 EAST, INDIAN RIVER COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCEL CONTAINING 500,317.25 SQUARE FEET OR 11.486 ACRES, MORE OR LESS.

SEBASTIAN RIVER IMPROVEMENT DISTRICT SUB-LATERAL C-3-E CANAL

RIGHT OF WAY ABANDONMENT DESCRIPTION:

THE NORTH 50.00 FEET OF THE SOUTH ONE-HALF (1/2) OF THE SOUTH ONE-HALF (1/2), AND THE SOUTH 50.00 FEET OF THE NORTH ONE-HALF (1/2) OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 31 SOUTH, RANGE 38 EAST, INDIAN RIVER COUNTY, FLORIDA, LYING EAST OF THE EAST RIGHT OF WAY OF RANCH ROAD (82nd AVENUE, COUNTY ROAD 609) RIGHT OF WAY PER STATE OF FLORIDA RIGHT OF WAY MAP, PARCEL 102, SECTION 88503-2611, OFFICIAL RECORD BOOK 3225, PAGE 1940, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA AND WEST OF THE WEST RIGHT OF WAY OF THE SEBASTIAN RIVER IMPROVEMENT DISTRICT LATERAL "L" CANAL (150.00 FEET WIDE RIGHT OF WAY) RIGHT OF WAY MAP 1960, OFFICIAL RECORD BOOK 210, PAGE 300, INDIAN RIVER COUNTY, FLORIDA.

AND THE NORTH 50.00 FEET OF THE SOUTH ONE-HALF (1/2) OF THE SOUTH ONE-HALF (1/2), AND THE SOUTH 50.00 FEET OF THE NORTH ONE-HALF (1/2) OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 32 SOUTH, RANGE 38 EAST, INDIAN RIVER COUNTY, FLORIDA, LYING EAST OF THE NORTHWESTERLY EXTENSION OF THE NORTHEAST RIGHT OF WAY OF THE SEBASTIAN RIVER IMPROVEMENT DISTRICT LATERAL "L" CANAL (125.00 FEET WIDE RIGHT OF WAY) RIGHT OF WAY MAP 1960, OFFICIAL RECORD BOOK 210, PAGE 300, INDIAN RIVER COUNTY, FLORIDA, AND WEST OF THE WEST RIGHT OF WAY OF THE SEBASTIAN RIVER IMPROVEMENT DISTRICT LATERAL "L" BYPASS CANAL (125.00 FEET WIDE RIGHT OF WAY), RIGHT OF WAY MAP 1960, OFFICIAL RECORD BOOK 210, PAGE 300, INDIAN RIVER COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCEL CONTAINING 339,846.78 SQUARE FEET OR 7.802 ACRES, MORE OR LESS.

SEBASTIAN RIVER IMPROVEMENT DISTRICT SUB-LATERAL C-2-E CANAL

RIGHT OF WAY ABANDONMENT DESCRIPTION:

THE NORTH 50.00 FEET OF THE SOUTH ONE-HALF (1/2) OF THE NORTH ONE-HALF (1/2), AND THE SOUTH 50.00 FEET OF THE NORTH ONE-HALF (1/2) OF THE NORTH ONE-HALF (1/2) OF SECTION 36, TOWNSHIP 31 SOUTH, RANGE 38 EAST, INDIAN RIVER COUNTY, FLORIDA, LYING EAST OF THE EAST RIGHT OF WAY OF RANCH ROAD (82nd AVENUE, COUNTY ROAD 609) RIGHT OF WAY PER STATE OF FLORIDA RIGHT OF WAY MAP, PARCEL 102, SECTION 88503-2611, OFFICIAL RECORD BOOK 3225, PAGE 1940, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA AND WEST OF THE WEST RIGHT OF WAY OF THE SEBASTIAN RIVER IMPROVEMENT DISTRICT LATERAL "L" CANAL (150.00 FEET WIDE RIGHT OF WAY), RIGHT OF WAY MAP 1960, OFFICIAL RECORD BOOK 210, PAGE 300, INDIAN RIVER COUNTY, FLORIDA.

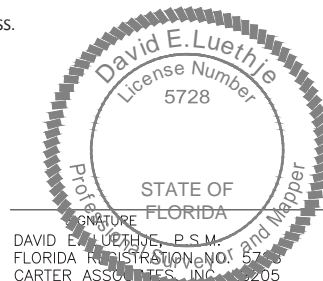
THE ABOVE DESCRIBED PARCEL CONTAINING 236,709.74 SQUARE FEET OR 5.434 ACRES, MORE OR LESS.

SEBASTIAN RIVER IMPROVEMENT DISTRICT SUB-LATERAL C-6-W CANAL

RIGHT OF WAY ABANDONMENT DESCRIPTION:

THE SOUTH 50.00 FEET OF THE NORTH ONE-HALF (1/2) OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4), AND THE NORTH 50.00 FEET OF THE SOUTH ONE-HALF (1/2) OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 11, TOWNSHIP 32 SOUTH, RANGE 38 EAST LYING EAST OF THE EAST RIGHT OF WAY OF THE SEBASTIAN RIVER IMPROVEMENT DISTRICT LATERAL "D" CANAL (275.00 FEET WIDE RIGHT OF WAY) AND WEST OF THE SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 11, TOWNSHIP 32 SOUTH, RANGE 38 EAST, INDIAN RIVER COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCEL CONTAINING 105,653.69 SQUARE FEET OR 2.425 ACRES, MORE OR LESS.



P18-2645 Gates-Bridging 18-2645 ROW ABANDONMENT.dwg, S&C

Jun 23, 2022 3:41 PM

Carter Associates, Inc.
CONSULTING ENGINEERS AND LAND SURVEYORS
1708 21st STREET, VERO BEACH, FL 32960
TEL: (772) 562-4191 FAX: (772) 562-7180

DATE : 06/09/2022
PROJ. # : 20-489
DRAWN BY: DJM
APPD. BY: DEL
PLOT BY : Domenic Mile
REF. # : 18-2645
F.B. & PG. :-

SKETCH AND DESCRIPTION
PARCELS WITHIN PART OF SEC. 1 & 11
TWP. 32 S.; RGE. 38 E. & SEC. 36, TWP. 31 S.; RGE. 38 E.
INDIAN RIVER COUNTY, FLORIDA
PARCEL DESCRIPTIONS

SHEET
1 of 8

Page 23

SURVEYOR'S GENERAL NOTES AND REPORT:

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
2. UNLESS A DIFFERENCE IS SHOWN, OBSERVED AND RECORD DIMENSIONS ARE THE SAME. ALL DIMENSIONS SHOWN HEREON ARE DISPLAYED IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
3. THIS IS NOT A BOUNDARY SURVEY AND IS NOT INTENDED TO IMPLY OR DETERMINE OWNERSHIP. THIS SURVEY DOES NOT INTEND TO DELINEATE LOCAL AREAS OF CONCERN OR ANY OTHER JURISDICTIONAL DETERMINATION.
4. THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT AND USE OF THE PERSONS AND/OR ENTITIES NAMED HEREON FOR THE PURPOSES IDENTIFIED HEREON ONLY. UNLESS OTHERWISE STATED, CERTIFICATION OF THIS SURVEY MAP APPLIES ONLY TO THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THE CERTIFICATION IN NO WAY CONSTITUTES NEITHER GUARANTY NOR WARRANTY TO ANY OTHER INFORMATION NOT SHOWN HEREON. ADDITIONS, DELETIONS OR REVISIONS TO THIS DRAWING BY OTHERS ARE NOT PERMITTED AND THIS SURVEY MAY NOT BE TRANSFERRED WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE SIGNING SURVEYOR. THIS SURVEY IS NOT VALID FOR ANY OTHER PURPOSE OTHER THAN INTENDED BY THE SIGNING SURVEYOR.
5. THE LEGAL DESCRIPTIONS WERE PREPARED BY THE SURVEYOR AND MAPPER AND MATTERS OF PUBLIC RECORD WERE FURNISHED BY THE CLIENT. THIS PROPERTY(S) WAS NOT ABSTRACTED OR RESEARCHED BY THIS OFFICE FOR ENCUMBRANCES OF RECORD. THE HEREON DESCRIBED PROPERTY IS SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY. MATTERS OF RECORD NOT BROUGHT TO THE SURVEYOR'S ATTENTION BY THE CLIENT, THEIR AGENT OR AS DISCLOSED BY A FURNISHED TITLE INSURANCE POLICY WERE NOT INCLUDED. NO INVESTIGATION WAS MADE BY THIS OFFICE INTO THE VALIDITY OF ANY EASEMENTS CITED IN THE LEGAL DESCRIPTION OR FOR ANY ENCUMBRANCES NOT OF RECORD IN THE INFORMATION FURNISHED BY THE CLIENT. NO TITLE COMMITMENT OR ABSTRACT WAS FURNISHED FOR THE PREPARATION OF THIS SURVEY.
6. THIS SKETCH AND DESCRIPTION IS COMPRISED OF EIGHT (8) PAGES, ONE IS NOT VALID WITHOUT THE OTHER.

REFERENCES:

PLAN TITLED "BOUNDARY SURVEY PARCELS WITHIN PART OF SECTION 35, TWP. 31 S., RGE. 38 E., AND SECTIONS 2 AND 11, TWP. 32 S., RGE. 38 E., I.R.CO., FL." PROJECT NUMBER 20-489S DRAWING NUMBER 22047-C DATED JUNE 1, 2021, FIELD BOOK 922WP, PAGE 65+. PREPARED BY CARTER ASSOCIATES, INC.

PLAN TITLED "BOUNDARY SURVEY, SECTION 1, TOWNSHIP 32 SOUTH, RANGE 38 EAST & PART OF SECTION 36, TOWNSHIP 31 SOUTH, RANGE 38 EAST, INDIAN RIVER COUNTY, FLORIDA" PROJECT NUMBER 18-264S DRAWING NUMBER 21053-C DATED JULY 12, 2018 WITH LATEST REVISION DATED FEBRUARY 10, 2022, FIELD BOOK WP867, PAGE 67+. PREPARED BY CARTER ASSOCIATES, INC.

QUIT CLAIM DEED BETWEEN GRAVES BROTHERS COMPANY AND SEBASTIAN RIVER DRAINAGE DISTRICT RECORDED IN DEED BOOK 32, PAGE 177, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

LEGEND

R.O.W.	RIGHT OF WAY	P.O.C.	POINT OF COMMENCEMENT
ORB	OFFICIAL RECORD BOOK	P.O.B.	POINT OF BEGINNING
PB	PLAT BOOK	S.R.W.C.D.	SEBASTIAN RIVER WATER CONTROL DISTRICT
PG	PAGE	S.R.I.D.	SEBASTIAN RIVER IMPROVEMENT DISTRICT
DB	DEED BOOK	S.R.D.D.	SEBASTIAN RIVER DRAINAGE DISTRICT
I.R.CO., FL.	INDIAN RIVER COUNTY, FLORIDA	TWP.	TOWNSHIP
		RGE.	RANGE

P18-264S Games Binding 18-264S ROW ABANDONMENT.dwg SK2

Jun 23, 2022 3:41 PM

CAI Serving Florida Since 1911
CARTER ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1708 21st STREET, VERO BEACH, FL 32960
TEL: (772) 562-4191 FAX: (772) 562-7180

DATE : 06/09/2022
PROJ. # : 20-489
DRAWN BY: DJM
APPD. BY : DEL
PLOT BY : Domenic Miele
REF. # : 18-264S
F.B. & PG. : -

SKETCH AND DESCRIPTION
PARCELS WITHIN PART OF SEC. 1 & 11
TWP. 32 S.; RGE. 38 E. & SEC. 36, TWP. 31 S.; RGE. 38 E.
INDIAN RIVER COUNTY, FLORIDA
NOTES, REFERENCES & LEGEND SHEET

SHEET
2 of 8

Dwg. # 20-489-002 **Page 24**

P18-264S Gates-Bridging18-264S ROW ABANDONMENT.dwg SK-3

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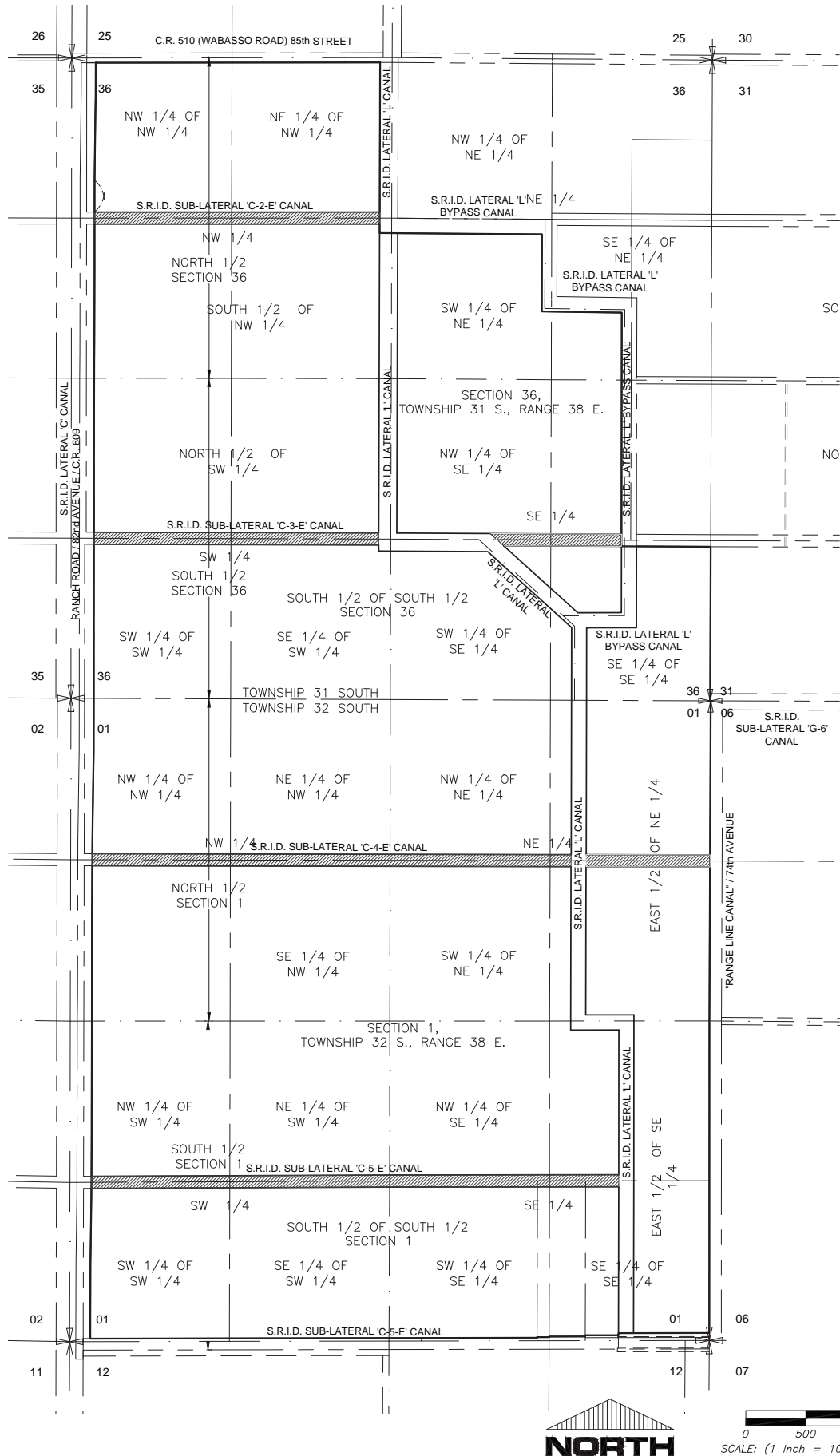
CAI Serving Florida Since 1911 **CARTER ASSOCIATES, INC.**
CONSULTING ENGINEERS AND LAND SURVEYORS
1708 21st STREET, VERO BEACH, FL 32960
TEL: (772) 562-4191 FAX: (772) 562-7180

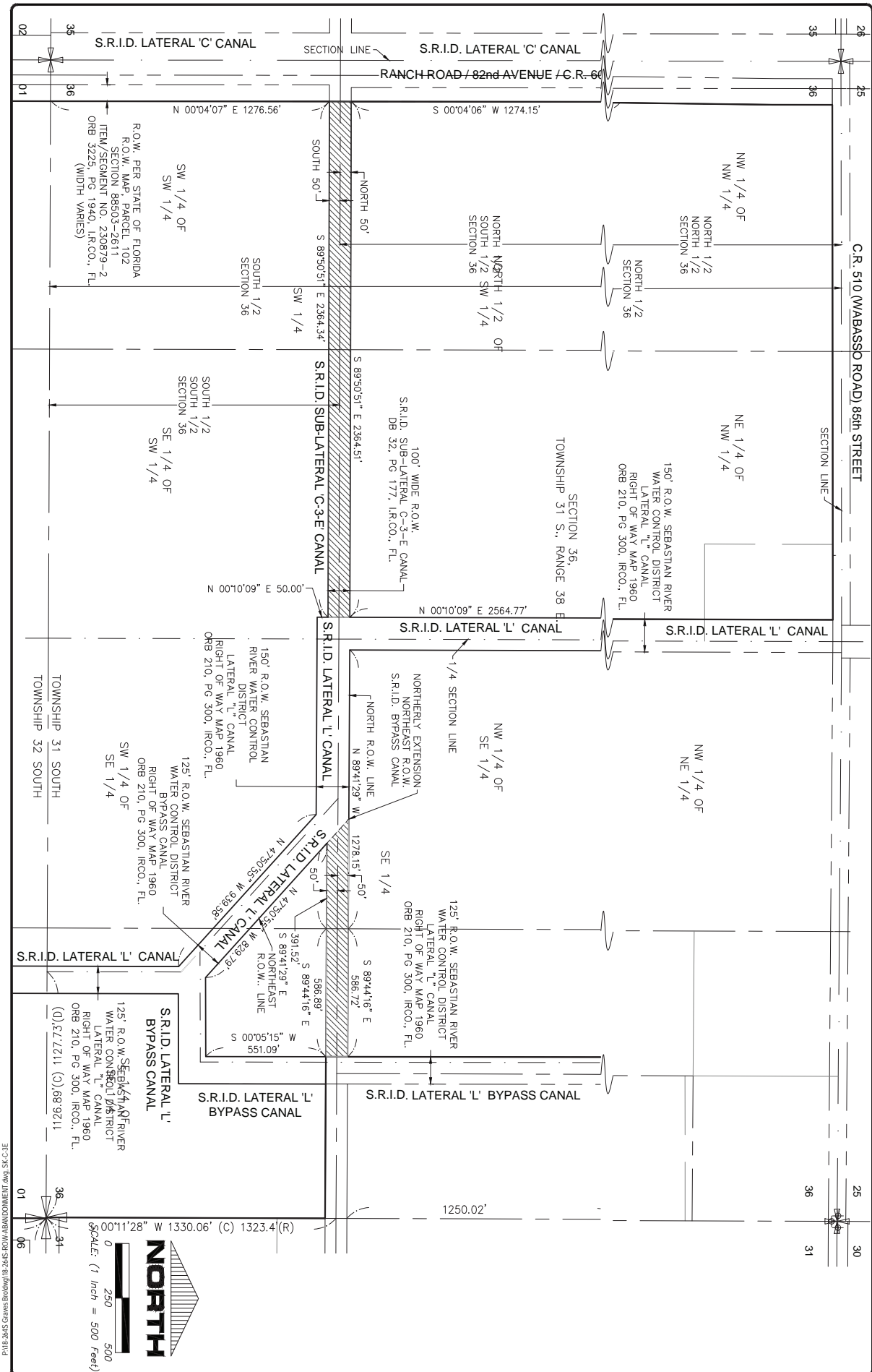
DATE: 06/09/2022
PROJ. #: 20-489
DRAWN BY: DJM
APPD. BY: DEL
PLOT BY: Domenico Mile
REF. #: 18-264S
F.B. & PG.:

SKETCH AND DESCRIPTION
PARCELS WITHIN PART OF SEC. 1 & 11
TWP. 32 S.; RGE. 38 E. & SEC. 36, TWP. 31 S.; RGE. 38 E.
INDIAN RIVER COUNTY, FLORIDA
KEY SHEET

SHEET
3 of 8

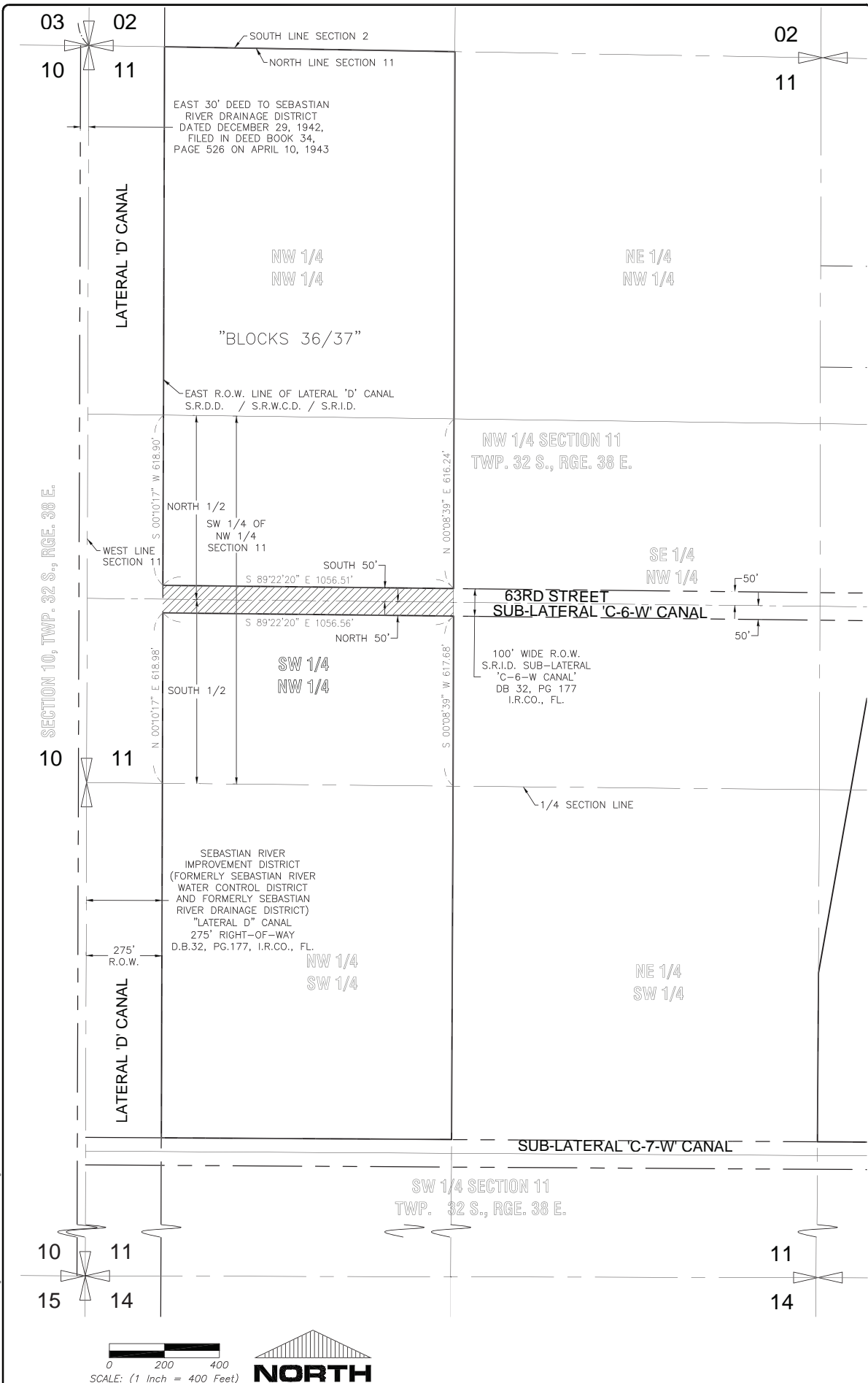
Dwg. # **Page 25**





P:\20-489 Canals\Butterfield\20-489S-ROW ABANDONMENT.dwg SEC-6W

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CARTER ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1708 21st STREET, VERO BEACH, FL 32960
TEL: (772) 562-4191 FAX: (772) 562-7180

DATE : 06/09/2022
PROJ. # : 20-489
DRAWN BY: DJM
APPD BY: DEL
PLOT BY : Domenic Miele
REF. # : 18-264S
F.B. & PG. :-

SKETCH AND DESCRIPTION
PARCELS WITHIN PART OF SEC. 1 & 11
TWP. 32 S.; RGE. 38 E. & SEC. 36, TWP. 31 S.; RGE. 38 E.
INDIAN RIVER COUNTY, FLORIDA
R.O.W. C-6-W ABANDONMENT

SHEET
8 of 8

Dwg. # 20-489-SEC-6W Page 30

EXHIBIT B

FORM AND LEGAL DESCRIPTION OF SURFACE WATER DRAINAGE AND
STORMWATER DISCHARGE EASEMENT

This instrument prepared by:
Daniel B. Harrell
Gonano & Harrell
1600 S. Federal Highway, Suite 200
Fort Pierce, Florida 34950
Florida Bar No. 225649

SURFACE WATER DRAINAGE AND STORMWATER DISCHARGE EASEMENT AGREEMENT

THIS SURFACE WATER DRAINAGE AND STORMWATER DISCHARGE EASEMENT AGREEMENT (“Agreement”) is made and entered into as of this ____ day of _____, 2022, by and between **Graves Brothers Company**, a Florida corporation, whose mailing address is 2770 Indian River Boulevard, Suite 201, Vero Beach, Florida 32960-4230 (“Grantor”), and the **Sebastian River Improvement District**, an independent special district of the State of Florida constituted as provided in Chapter 2007-309, Laws of Florida, whose mailing address is c/o Special District Services, Inc., 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410 (“Grantee” or “SRID”).

RECITALS

A. Grantor is the owner of certain real property located in Indian River County, Florida, as more particularly described in the attached Exhibit A (“Easement Parcels”).

B. Located adjacent to the Easement Parcels are existing surface water drainage and stormwater discharge facilities owned by Grantee.

C. Grantor has agreed to grant to Grantee a perpetual, exclusive easement for the use, operation, repair, replacement, removal, and construction of any and all surface water drainage and stormwater discharge facilities for the benefit of 82nd Avenue and stormwater retention/detention facilities constructed or to be constructed by the Florida Department of Transportation (collectively, the “Benefitting Lands”) in accordance with SRID Permit No. 2020-03 (“Permit”), at permitted flow rates and upon the terms and subject to the conditions set forth in this Agreement.

D. Grantor and Grantee have determined that it is necessary and proper to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, agreements, representations and warranties contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement.

(a) Grantor hereby grants to Grantee a perpetual, exclusive easement for (i) ingress/egress, access, surface water drainage, and stormwater discharge purposes and (ii)

constructing, reconstructing, installing, improving, removing, operating, and maintaining ingress/egress, access, surface water drainage, and stormwater discharge facilities and equipment (“Grantee’s Intended Uses”) on, over, through, under, and across the Easement Parcels, in common with the Grantor, its successors, assigns, guests, invitees, contractors, employees, and agents. This grant of easement over the Easement Parcels is for the exclusive use and benefit of Grantee and the Benefitting Lands in the future, including, without limitation, their assigns, guests, invitees, contractors, employees, and agents, subject to the Permit.

(b) The parties agree that, with the written consent of Grantee, which consent shall not be unreasonably withheld, Grantor may relocate the Easement Parcels from time to time by (i) amendment to this Agreement identifying and recording a revised legal description that will accommodate surface water drainage and stormwater discharge meeting all SRID standards and all requirements of any regulatory exercising jurisdiction over such relocation, and does not interfere with Grantee’s Intended Uses of the Easement Parcels (collectively, the “Relocation or Replacement Criteria”) or (ii) replacement of this Agreement by the grant or dedication of easements that meet the Relocation or Replacement Criteria. Any such relocation or replacement shall be at the sole expense of Grantor.

2. Maintenance and Repair of Easement. So long as this Agreement remains in effect, Grantee shall maintain the Easement Parcels so that the Easement Parcels are kept in good order, repair, and condition and free of any material defects, trash, garbage, debris, silt, obstructing vegetation, and other drainage impediments that might interfere with Grantee’s Intended Uses of the Easement Parcels. All maintenance activities shall be performed in a good and workmanlike manner, consistent with the standards generally applicable to like work in the SRID and in compliance with all applicable statutes, regulations, codes, and ordinances. Notwithstanding the foregoing, Grantee may assign to the permittee under the Permit, to any successor permittee under the Permit, or to any other authorized user of the Easement Parcels, primary responsibility for maintenance of all surface water drainage and stormwater discharge facilities and equipment located within the Easement Parcels. In the event of such assignment, Grantee shall retain the right but not the obligation to perform such construction, reconstruction, installation, removal, improvement, operation, and maintenance activities within the Easement Parcels as necessary or appropriate to avoid interference with Grantee’s Intended Uses.

3. Indemnity. Grantor shall protect, defend, indemnify, and otherwise save Grantee party harmless of and from, and pay upon demand, the amount of any award of judgment resulting from any and all liabilities, property damage, personal injury, claims, complaints, judgments, damages, losses, costs, penalties, fines, and expenses, including reasonable attorneys’ fees, litigation expenses, and court costs incurred by, asserted, or claimed on account of the negligent acts or omissions, duties, or obligations of Grantor or its officers, employees, agents, and/or contractors acting under this Agreement. All contractors of Grantor occupying the Easement Parcels in accordance with this Agreement shall include Grantee as an additional named insured on all policies of insurance provided to Grantor. Grantee shall protect, defend, indemnify, and otherwise save Grantor party harmless of and from, and pay upon demand, the amount of any award of judgment resulting from any and all liabilities, property damage, personal injury, claims, complaints, judgments, damages, losses, costs, penalties, fines, and expenses, including reasonable attorneys’ fees, litigation expenses, and court costs incurred by, asserted, or claimed on account of the negligent acts or omissions, duties, or obligations of Grantee or its officers, employees, agents,

and/or contractors acting under this Agreement. All contractors of Grantee occupying the Easement Parcels in accordance with this Agreement shall include Grantor as an additional named insured on all policies of insurance provided to Grantor. Notwithstanding the foregoing, Grantee expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes.

4. Insurance. So long as this Agreement remains in effect, Grantor and Grantee shall maintain commercial general liability insurance in effect covering occurrences on the Easement Parcels with an endorsement naming the other party as an additional insured, and at least annually shall provide the other party with a certificate evidencing the required insurance coverage.

5. Grantor's Rights and Reservations. Grantor reserves all rights of ownership and to the Easement Parcels that are not inconsistent with this Agreement, including without limitation the right to use the Easement Parcels for drainage, access, ingress, and egress so long as such use does not violate the Permit.

6. Covenant Running with the Land. The grant of easement conveyed by this Agreement and all of the terms and conditions set forth herein shall be deemed covenants running with the Easement Parcels, Grantor's adjacent property, and Grantee's adjacent property, and shall be binding upon all future owners of such property, their heirs, successors, and assigns.

7. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and may not be modified, waived, or amended except by a written instrument executed by Grantor and Grantee and recorded in the public records of Indian River County, Florida. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and all prior and contemporaneous agreements, understandings, and negotiations between the parties with respect to such subject matter are hereby superseded. Any provision of this Agreement deemed invalid, unenforceable, or void by a court of competent jurisdiction, shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, unenforceable, or void provision was not contained herein. Upon the determination that any provision is invalid, unenforceable, or void, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that this Agreement is performed as originally contemplated by the parties to the fullest extent possible.

[Signatures on following pages]

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

Signed, sealed and delivered
in the presence of:

GRANTOR:

Graves Brothers Company, a Florida
corporation

By: _____
Its: _____

Printed Name: _____

Printed Name: _____

**STATE OF FLORIDA
COUNTY OF INDIAN RIVER**

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by _____, as _____ of Graves Brothers Company, a Florida corporation, and who:

☐ is personally known to me or
☐ has produced _____ as
identification.

Notary Public—State of Florida
Printed Name: _____
My Commission Expires: _____

[Notary Seal]

Signed, sealed and delivered
in the presence of:

GRANTEE:

Sebastian River Improvement District, an
independent special district of the State of
Florida constituted as provided in Chapter
2007-309, Laws of Florida

Printed Name: _____

By: _____
Its: _____

Printed Name: _____

**STATE OF FLORIDA
COUNTY OF INDIAN RIVER**

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by _____ as _____ of the Board of Supervisors of the Sebastian River Improvement District, an independent special district of the State of Florida constituted as provided in Chapter 2007-309, Laws of Florida, on behalf of the Board, and who:

☐ is personally known to me or
☐ has produced _____ as
identification.

Notary Public—State of Florida
Printed Name: _____
My Commission Expires: _____

[Notary Seal]

EXHIBIT A

Legal Description of Easement Parcels

EXHIBIT C

FORM OF AGREEMENT FOR ACCEPTANCE OF WATER CONVEYANCE
OBLIGATIONS

This instrument prepared by:
Daniel B. Harrell
Gonano & Harrell
1600 S. Federal Highway, Suite 200
Fort Pierce, Florida 34950
Florida Bar No. 225649

AGREEMENT FOR ACCEPTANCE OF WATER CONVEYANCE OBLIGATIONS

THIS AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2022, by and between **Graves Brothers Company**, a Florida corporation, whose mailing address is 2770 Indian River Boulevard, Suite 201, Vero Beach, Florida 32960-4230 ("Owner"), and the **Sebastian River Improvement District**, an independent special district of the State of Florida constituted as provided in Chapter 2007-309, Laws of Florida, whose mailing address is c/o Special District Services, Inc., 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410 ("SRID").

RECITALS

A. Owner is the owner of certain real property located in Indian River County, Florida, as more particularly described in the attached Exhibit A ("Property").

B. SRID is the holder of rights-of-way on, in, across, through, or adjacent to the Property, as more particularly described in the attached Exhibit B ("Drainage Rights-of-Way").

C. SRID has agreed to sell the Drainage Right-of-Way on or adjacent to the Property provided that Owner accepts all obligations to establish, operate, and maintain a stormwater management system for the benefit of those portions of the Property adjacent to the Drainage Rights-of-Ways as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, agreements, representations and warranties contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. SRID hereby fully, completely, and irrevocably releases, relinquishes, and abandons its interest in the Drainage Rights-of-Way described in the attached Exhibit B, except as provided in that certain Surface Water Drainage and Stormwater Discharge Easement Agreement of even date with this Agreement and between Owner, as Grantor, and SRID, as Grantee ("Easement Agreement").

2. Owner, for itself, its successors and assigns, accepts responsibility for the safe, effective, and timely conveyance of stormwater from the applicable portions of the Property adjacent to the Drainage Rights-of-Ways, to an outfall or other location that has been approved by SRID and all other government agencies exercising jurisdiction regarding the conveyance and discharge of stormwater from and over the Property ("Responsible Agencies"). Owner shall not have the obligation to accept or convey stormwater from portions of the Property that drain into other SRID drainage rights of way not described in the Easement Agreement.

3. Owner hereby releases SRID from any and all claims, actions, causes of action, legal, equitable, or administrative claims, demands, rights, damages, losses, costs, expenses, compensation, and fees of whatsoever kind or nature that Owner may have, or that may hereinafter accrue, as a result of this Agreement.

4. Owner hereby agrees to indemnify and hold harmless SRID with regard to any and all claims, actions, causes of action, legal, equitable, or administrative claims, demands, rights, damages, losses, costs, expenses, compensation, and any and all other claims that may be made against SRID arising from the release, relinquishment, and abandonment of the Drainage Rights-of-Way described in the attached Exhibit B.

5. The rights and obligations set forth in this Agreement shall run with the land and be binding upon Owner and SRID and their successors and assigns and each person or entity that may purchase or otherwise acquire title to, or any interest in, any part of the Property described in the Attached Exhibit A.

6. This Agreement shall be recorded in the public records of Indian River County, Florida, to serve as the legal instrument necessary to effect (a) the full, complete, and irrevocable release, relinquishment, and abandonment by SRID of the Drainage Rights-of-Way described in the attached Exhibit B, except as provided in the Easement Agreement, and (b) the acceptance and agreement by Owner of the obligations, releases, and responsibilities set forth in paragraphs 2, 3, and 4 above.

[Signatures on following pages]

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

Signed, sealed and delivered
in the presence of:

Owner:

GRAVES BROTHERS COMPANY, a
Florida corporation

By: _____
Its: _____

Printed Name: _____

Printed Name: _____

**STATE OF FLORIDA
COUNTY OF INDIAN RIVER**

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by _____, as _____ of Graves Brothers Company, a Florida corporation, and who:

☐ is personally known to me or
☐ has produced _____ as
identification.

Notary Public—State of Florida
Printed Name: _____
My Commission Expires: _____

[Notary Seal]

Signed, sealed and delivered
in the presence of:

SRID:

**SEBASTIAN RIVER IMPROVEMENT
DISTRICT**, an independent special district
of the State of Florida constituted as provided
in Chapter 2007-309, Laws of Florida

Printed Name: _____

By: _____
Its: _____

Printed Name: _____

**STATE OF FLORIDA
COUNTY OF INDIAN RIVER**

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by _____ as _____ of the Board of Supervisors of the Sebastian River Improvement District, an independent special district of the State of Florida constituted as provided in Chapter 2007-309, Laws of Florida, on behalf of the Board, and who:

☐ is personally known to me or
☐ has produced _____ as
identification.

Notary Public—State of Florida
Printed Name: _____
My Commission Expires: _____

[Notary Seal]

EXHIBIT A

Legal Description of Owner's Property

EXHIBIT B

Legal Description of Drainage Rights-of-Way

SEBASTIAN RIVER IMPROVEMENT DISTRICT



P.O. Box 690336
(925 SW 122nd Ave.)
Vero Beach, FL 32969



Office: 772-562-9176
Fax: 772-569-5541



APPLICATION for Connection TO or USE of Sebastian River Improvement District (SRID) Facilities/Rights of Ways

Date of Application: 05/04/22

Application Number: 2022, 03

A. Application Information: Name: Indian River County c/o Richard Szpyrka, P.E.
Address: Indian River County
1801 27th Street
Contact Number(s) 772-226-1379

Authorized Agent (Name/Title/Address): Authorized Designee Statement must be included.

Contact Number(s) _____

Non-Refundable Fee Schedule*

B. Proposed **New/Modified** Connection or Use (check all applicable lines):
☒ Culvert Connection to SRID System Up to\$ 200.00*
☐ Pump Connection to SRID System Up to\$ 300.00*
For Crossing of SRID System and/or Water Storage:
☐ Culvert and/or Control Structure Up to\$ 500.00*
☐ Other (Specify) _____ * As determined by SRID

*Note: The amount of the **NON REFUNDABLE APPLICATION FEE** is at the discretion of the SRID Administrator as based on the potential project complexity and associated review process.

Given the potential complexity of certain projects, the SRID Administrator may need to seek professional advice, review and assistance from SRID Legal Counsel and/or Engineers as well as other parties as may be relevant to this project's review. If the need for that specialized assistance is utilized, the applicant/representative will be responsible for the timely and complete payment of all associated costs within fifteen (15) calendar days of payment due notification by the SRID. In conjunction with this application submission and upon the determination of the SRID, the applicant may be required to submit a RETAINER FEE up to \$2,500.00 **PRIOR TO THE COMMENCEMENT OF THE ACTUAL REVIEW PROCESS**. This retainer fee will be returned to the applicant upon the timely payment of all applicable project fees and the submission of all required project information to the satisfaction of the SRID upon project completion.

- C. Project Location (Specific to SRID- System i.e. R-12 East))Include Section/Township/Range Info
SECTION 5, 6, 31, & 32, TOWNSHIP 31S/32S, RANGE 39E
-

Attach DETAILED SITE drawings to depict specific project location

- D. Details of proposed Project Activities. As applicable, details should include but not be limited to :
(Diameter/Length of Culvert; Diameter/Rated Capacity of Pumps; Height/Width of riser or other structural details; signed and sealed engineering drawings/ survey information; engineering calculations; applicable other agency (SJRWMD and Indian River County) general correspondence, technical staff reports, approved permits, special conditions; etc.)
- E. Special Conditions: (To be determined by the SRID)
- F: Estimated date of Project Commencement: JAN. / 2023

Estimated date of Project Completion: JAN / 2025

G. As the Applicant/Representative, I do understand and agree by my signature and through the submission of this SRID Application, that;

1. The use of, or construction within, the rights -of-ways of the Sebastian River Improvement District will be in accordance with the details of the approved information submitted in support of this application; and if any changes are required, same will be cleared/approved with the SRID.
2. I accept full responsibility for any erosion to or shoaling in the SRID's canal or levee system due to my project work, and I shall remove or repair same promptly and at no expense to the SRID; and I will prevent the discharge of any vegetative materials-aquatic growth or sediments into the SRID system through this connection.
3. I will neither plant trees or shrubs or effect any structure that will prohibit the access of SRID equipment or vehicles or those of their contractors, without securing proper SRID authorization thereof. The SRID or its successor will be given priority perpetual access.
4. It is further understood and agreed that any requirements of the SRID are binding upon me, the applicant/representative, and I do hereby indicate acceptance of this notice.
5. It is further understood and agreed that the lands to be benefitted by this requested permit are or may be, subject to flooding during periods of high water due to heavy rains or acts of God, and that the permit will be accepted subject to this possibility which is recognized not to be within the control of the SRID.

Standard Provisos

1. Permittee assumes full responsibility for any construction, operation or maintenance of SRID property or rights of way subject to this Permit and shall save and hold harmless the SRID from any expense, loss, damage or claim in regard thereto, and the SRID assumes and shall have no liability in connection therewith.
2. This Permit may not be assigned or sublet to a third party and any transfer of Permittee's property abutting SRID property or rights of way shall immediately cancel, nullify, and revoke this Permit.
3. This Permit is subject **always to the paramount right of the SRID** to keep and maintain its Improvement District functions and operations, and is subject to revocation and cancellation upon thirty (30) calendar days notice from the SRID to the Permittee.

4. In no event shall the SRID be liable for any damage done or caused by the SRID to the public, to Permittee or any other persons using the rights of way property subject to this Permit. Permittee shall save the SRID, its officers, agents, administrator, supervisors and employees harmless from any costs, charge or expense of claims or demand of any person against the SRID arising from or pertaining to any use made of the property or rights of way subject to this permit. Permittee shall, at any time upon request of the SRID, provide to the SRID evidence, satisfactory to the SRID, of liability insurance coverage as may be required by the SRID, protecting the interests of the SRID and naming the SRID as an additional insured.
5. The SRID may, on thirty (30) calendar days written notice to Permittee, require removal and/or alteration of any installation or construction on SRID rights of way.
6. Any construction on SRID's rights of way or property, and clean up, shall be completed promptly by Permittee and in a workmanlike manner with minimum disturbance to existing SRID berm, channel slopes and grade, with proper restoration and planting of any disturbed areas to prevent erosion within ten (10) calendar days after completion and installation.
7. Permittee shall advise the SRID office prior to commencement and upon completion of all project activities. **Office Telephone: (772) 562-9176**
8. Permittee shall not discharge any pollutants, contaminants or deleterious materials into waters or structures owned or maintained by, or subject to the jurisdiction of the SRID nor permit anything to obstruct the flow of water, and shall save and hold the SRID harmless from any expense, loss or damage to the SRID or others by any such discharge or obstruction, remedying or removing the same immediately upon request of the SRID. Off-site discharges from the project into SRID water bodies shall meet or exceed current or future Federal and State Water Quality Standards.
9. Permittee, as a condition to the continuance of this Permit, shall reimburse the SRID, immediately upon demand, for any testing or other costs or expenses to the SRID associated with or arising from Permittee's use of the SRID's facilities/rights of way.
10. Applicant is cautioned that electrical, water and sewer, or other installations or utilities may be located within the project area, and applicant shall use diligent efforts to first detect and locate all such installations and shall coordinate all project activities with other lawful users of said rights of ways. Applicant shall be liable for all damages proximately resulting from its interferences with or interruption of services provided by other lawful rights of way users.
11. This permit shall be considered to be a license only, for the limited purpose of installation, placement and maintenance of the improvements and project activities specified on the face hereof and representative by accompanying signed and sealed and relevant project drawings, and does not convey any other right, title or interest of the SRID in the subject right of way property.
12. Applicants are strongly encouraged to implement to the optimal degree possible Best Management Practices (BMP's) and other recognized water quality improvement actions to reduce the off-site transport of vegetation and sediment material.
13. The permit applicant is required to submit within thirty (30) calendar days of project completion, written acknowledgment the permitted project was constructed in complete accordance with applicable and approved plans, and reflects sound engineering practices, and the constructed project poses no detrimental impacts to other users within the SRID system. This project completion acknowledgment can be in the form of a letter, signed by the permit applicant, attesting to the fact the project was completed in complete accordance with approved plan details and may also require the submission of detailed, signed and sealed "as-built" drawings.

14. Failure to comply with all conditions noted in this application process and any special conditions associated with this specific project SRID approval, may result in permit revocation; loss of the use of SRID Rights of Way and facilities; and fines up to one thousand (\$1000.00) dollars per day of violation as determined solely by the SRID.

Applicant/Landowner Signature: _____

Applicant/Landowner Printed Name: _____

(For Sebastian River Improvement District Use Only)

Applicable Application notations/approval(s):

For Sebastian River Improvement District: _____

As applicable :

SRID Engineer Representative: _____

SRID Legal Representative _____

Board of Supervisors: _____

Date of Approval: Conditional ____ / ____ / ____ Final: ____ / ____ / ____

* Expiration Date of this Approved application: ____ / ____ / ____

***NOTICE: PROJECT COMMUNICATIONS**

Throughout the application and total project process, project communication remains the primary responsibility of the applicant/representative. Failure to maintain an active and open communication position during the total project process will result i-n a declaration by the Sebastian River Improvement District (SRID), that the application is "inactive" and therefore "will be closed". In this regard, should a six month period (180 calendar days) elapse without any formal written communications to the SRID Administrator as to the status of the application/project, a notice will be issued to the appropriate party(ies) indicating the application will be declared "inactive " and will be "closed" in thirty (30)calendar days. As applicable, any unobligated portion of the Retainer Fee will be refunded. Once the SRID declares a project "inactive", -ANY SUBSEQUENT ACTIVITIES INVOLVING THIS PROJECT, WILL REQUIRE THE INITIATION OF A NEW APPLICATION PACKAGE AND ALL ASSOCIATED APPLICATION FEES.

Permission, when granted, will be subject to the standard provisos set forth herein.

Note: Please be aware that suggestions or other directions provided by the District or its representatives are offered to assist the applicant in the application process. The applicant and/or their representative bear the burden of demonstrating that their application meets all applicable requirements including but not limited to the obtaining of all applicable documentation, permits and associated approvals. The FINAL decision regarding issuance or denial specific to this application is up to the Board of Supervisors of the District or their designee as determined by that Board of Supervisors.

REVISED September 2010

Sebastian River Improvement District

Financial Report For July 2022

**SEBASTIAN RIVER IMPROVEMENT DISTRICT
MONTHLY FINANCIAL REPORT
JULY 2022**

	Annual Budget 10/1/21 - 9/30/22	Actual Jul-22	Year To Date Actual 10/1/21 - 7/31/22
REVENUES			
NAV Assessments	308,436	0	293,157
R-O-W Use Fees	14,765	0	0
Permit Fees	5,000	2,700	31,863
Other Revenue - Legal Reimbursement	0	0	5,692
Other Revenue - 82nd Avenue Extension	0	32,000	32,000
Other Income - Sale Of Lateral D Canal	0	0	900,000
Interest Income	960	0	1,821
Total Revenues	\$ 329,161	\$ 34,700	\$ 1,264,533
EXPENDITURES			
Legal - General	20,000	0	25,421
Legal - Special Counsel	0	0	182,262
Legal - BMAP Issues	0	0	0
Expert Consultant Fees	0	0	65,487
District Administrative	27,000	2,250	22,500
Operations Manager	21,000	1,750	17,500
Operations Manager - Payroll Taxes	1,607	134	1,339
Engineering - General	45,000	0	31,141
Engineering - Permit	5,000	0	0
Engineering - Sand Mines	0	0	3,187
Engineering - Lateral D Watershed	0	0	8,941
Engineering - 82nd Ave Extension	0	0	618
Engineering - Other	45,000	0	1,025
Accounting/Audit	5,100	5,100	5,100
Insurance	9,600	0	7,196
Website Management	2,000	167	1,666
Dues & Subscriptions	925	0	175
Legal Advertisements	1,150	0	1,035
Miscellaneous	3,000	241	2,085
Water Quality Analytical Service	1,000	0	516
R-O-W Maintenance	113,273	0	0
C/L (Canal/Lateral) Maintenance	0	0	0
Miscellaneous Maintenance	10,000	0	3,624
Total Expenditures	\$ 310,655	\$ 9,642	\$ 380,818
Revenues Less Expenditures	\$ 18,506	\$ 25,058	\$ 883,715
County Appraiser & Tax Collector Fee	(6,169)	0	(2,350)
Discounts For Early Payments	(12,337)	0	(10,140)
Excess/ (Shortfall)	\$ -	\$ 25,058	\$ 871,225
Carryover From Prior Year	0	0	0
Net Excess/ (Shortfall)	\$ -	\$ 25,058	\$ 871,225

Bank Balance As Of 7/31/22	\$ 640,402.90
Accounts Payable As Of 7/31/22	\$ 16,362.80
Other Current Liabilities As Of 7/31/22	\$ 73,204.07
Accounts Receivable As Of 7/31/22	\$ 21,574.01
Available Funds As Of 7/31/22	\$ 572,410.04