

SEBASTIAN RIVER IMPROVEMENT DISTRICT

INDIAN RIVER COUNTY

REGULAR BOARD MEETING SEPTEMBER 18, 2024 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 September 18, 2024 10:00 a.m.

A.	Call to Order						
B.	Proof of Publication						
C.	Establish Quorum						
D.	Additions or Deletions to Agenda						
E.	Approval of Minutes						
	1. July 17, 2024 Regular Board & Public Hearing Meeting						
F.	Old Business						
G.	New Business						
	1. Consideration of Correspondence from 85 Sebastian LLC – River Oaks Project						
	2. Discussion of Parking at South Prong Slough Park						
H.	Administrative Matters						
	1. Sand Mine Update						
	2. Financial UpdatePage 27						
	3. Engineer Update						
	4. Manager Update						
I.	Board Members Comments						
J.	Comments from the Public for Items Not on the Agenda						
K.	Adjourn						



Florida

PO Box 631244 Cincinnati, OH 45263-1244

GANNETT

PROOF OF PUBLICATION

Special District Services Inc Sebast R Laura Archer Sebastian River Improvement District 2501 Burns RD # A Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

10/06/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/06/2023

Legal Clerk

Notary, State of WI, County of Brown

My commision expires

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KAITLYN FELTY Notary Public State of Wisconsin

SEBASTIAN RIVER IMPROVEMENT OISTRICT
FISCAL YEAR 2023/2024 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 of the Indian River
County Administration Complex,
Building A, Room A1-102, Vero
Beach, Florida 32960 at 10:00 o.m.
("*unless otherwise noted*") on the
following dates:
October 18, 2023
Docember 20, 2023
December 20, 2023
Jonary 17, 2024

July 17, 2024
August 21, 2024
Sentember 18, 2024
**On June 19, 2024, the Sebastion River Improvement District Annual Landowners' Meeting will be held at the Indian River County Administration Complex, Building A, Room A1-102, Vera Beach, Florida 39960 and will commence at 9:00 a.m. The Regular Board Meeting will immediately follow the Annual Landowners' Meeting at the some locations: is to the purpose of the second of the Board Meeting at the same locations: is to the purpose of the second of the Board Meeting at the same locations will be conducted in accordance with the provisions of Florida law. Copies of the Agenda for any at the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or tall free at 1-877-737-4922. From time to time a Supervisor may participate by telephone may be present as required, of the meeting location so that Supervisors may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision mode with respect to any decision mode with respect to any

recard.
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 praceedings and such person may need to insure that a verbalim record of the praceedings is made at the proceedings is made of the praceedings is made at the proceedings is made at the proceedings is made at the proceedings and which the proceedings and which the process and which the process are processed and which the processed in the processed and which the processed and the

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Meetings may be cancelled from time to time without advertised notice. SEBASTIAN RIVER IMPROVE-MENT DISTRICT

www.sridfl.org PUBLISH OCT 6, 2023 TCN 9343949

SEBASTIAN RIVER IMPROVEMENT DISTRICT REGULAR BOARD MEETING & PUBLIC HEARING JULY 17, 2024

A. Call to Order

The July 17, 2024, Regular Board Meeting of the Sebastian River Improvement District (the "District") was called to order at 10:02 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*, as legally required.

C. Establish Quorum

A quorum was established with the following Supervisors present:

Board of Supervisors

Supervisor	Jeff Bass	Present		
Supervisor	Tom Hammond	Present		

Staff members in attendance were:

District Manager	Frank Sakuma	Special District Services, Inc.
District Manager	Stephanie Brown	Special District Services, Inc.
District Counsel	Ruth Holmes	Torcivia, Donlon, Goddeau & Rubin, PA
District Engineer	George Simons	Carter Associates, Inc.

D. Additions or Deletions to Agenda

There were no additions or deletions to the agenda.

E. Approval of Minutes

A **motion** was made by Mr. Hammond, seconded by Mr. Bass approving the minutes of the June 19, 2024, Regular Board Meeting. The **motion** approving the minutes passed unanimously.

Note: At approximately 10:02 a.m., Mr. Sakuma recessed the Regular Meeting and opened the Public Hearing on the Fiscal Year 2024/2025 Final Budget.

F. Public Hearing

1. Proof of Publication

Mr. Sakuma noted that the public hearing notice was published on 6/26/24 & 7/3/24 in the *Indian River Press Journal*.

2. Receive Public Comment on Fiscal Year 2024/2025 Final Budget

There were no comments from the public.

3. Consider Resolution 2024-02 Adopting a Fiscal Year 2024/2025 Final Budget

Resolution No. 2024-02 was presented, entitled:

RESOLUTION NO. 2024-02

A RESOLUTION OF THE SEBASTIAN RIVER IMPROVEMENT DISTRICT ADOPTING A FISCAL YEAR 2024/2025 BUDGET.

Mr. Hammond made a **motion**, seconded by Mr. Bass, adopting Resolution 2024-02 Fiscal Year 2024/2025 Budget. The **motion** passed unanimously.

Note: At approximately 10:04 a.m., Mr. Sakuma closed the Public Hearing on the Fiscal Year 2024/2025 Final Budget and simultaneously reconvened the Regular Meeting.

G. Old Business

1. Update on FDOT ROW Sale

District Attorney Ruth Holmes notified the Board that the FDOT ROW sale has gone through legal and engineering review, and closing documents would be signed at the end of the Board Meeting. She also stated that FDOT would be inspecting the property on Thursday, July 18, 2024, and delivering a check to Mr. Sakuma at the SDS Tradition office once all closing documents have been executed.

H. New Business

1. Consider Resolution No. 2024-03 Adopting a Fiscal Year 2024/2025 Meeting Schedule

RESOLUTION NO. 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEBASTIAN RIVER IMPROVEMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2024/2025 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

After Board discussion, a **motion** was made by Mr. Hammond, seconded by Mr. Bass adopting Resolution 2024-03 Fiscal Year 2024/2025 meeting schedule as amended. Regular Board Meetings will be held every other month. The **motion** passed unanimously.

2. Consider Resolution No. 2024-04 Adopting Goals and Objectives

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEBASTIAN

RIVER IMPROVEMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

After Board discussion, a **motion** was made by Mr. Hammond, seconded by Mr. Bass adopting Resolution 2024-04 Goals and Objectives. The **motion** passed unanimously.

I. Administrative Matters

1. Sand Mine Update

Mr. Simons advised that there is no change, still waiting on information from Blue Goose and Wild Turkey to finalize renewals.

2. Financial Update

Mr. Sakuma briefly addressed the financials included in the Board package, noted the District was in sound financial condition and there were no findings on the annual audit.

3. Engineer Update

District Engineer George Simons provided proposal for gate repair options (proposal does not include stop log cost) using galvanized pipes or stainless steel. After Board discussion, the Board gave direction to staff to research water quality improvement grants before making a decision on the gate repairs.

4. Manager Update

Mr. Sakuma had nothing further for the Board.

J. Board Member Comments

There were no Board Member comments.

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

There were no comments from the public.

L. Adjournment

There	being	no	further	business	to	come	before	the	Board,	the	Regular	Board	Meeting	of	the
Distric	et was	adjo	ourned a	it 10:38 a	.m.	There	were n	o ob	jection	s.					

Secretary/Assistant Secretary	Chair/Vice-Chairman



790 Juno Ocean Walk, Suite 600 Juno Beach, Florida 33408-1121 Website: www.jhrjpa.com

Direct Line: (561) 713-2094 Fax: (561) 775-0270

E-Mail: dpercic@jhrjpa.com

JECK, HARRIS, RAYNOR & JONES

Attorneys and Counselors at Law

July 31, 2024

Via Email to rholmes@torcivialaw.com

Ruth Ann Holmes, Attorney-at-Law Torcivia, Donlon, Goddeau & Rubin, P.A. 701 Northpoint Parkway, Suite 209 West Palm Beach, FL 33407-1956

Re: Sebastian River Improvement District (the "District")

Relocation of Drainage Canal and Termination of Obsolete Drainage Interests Proposed River Oaks Preserve Community – Portion of Section 25, Township 31

South, Range 38 East, Indian River County, Florida (the "Community")

Dear Ms. Holmes:

As you are aware, this firm represents the developer of the Community, 85 Sebastian, LLC, a Florida limited liability company (the "<u>Developer</u>"). As Philippe Jeck of our office promised at the District meeting, we are sending you this summary of the required process and timing for conforming the District's drainage system to the development of the Community. Two adjacent (2) sub-laterals creating one (1) combined sub-lateral and a number of other drainage rights, some of which are contingent and not in use, affect the Community owned by Developer, which instruments were executed between 25 and 84 years ago and are listed below (all of the instruments are located in Section 25, Township 31 South, Range 38 East, and all recording references to the instruments are to the Public Records of Indian River County, Florida):

- 1. Quit-Claim Deed recorded in Deed Book 32, Page 177, establishing two (2) adjacent sub-laterals in the highlighted portion of the last paragraph on Page 179, each 50 feet in width, located in Section 25, comprising the following lands: (a) the North 50 feet of the SE ¼ of the SE ¼; and (b) the South 50 feet of the NE ¼ of the SE ¼ (collectively, the "Sub-laterals"). To the best of our knowledge: (i) these Sub-laterals consist of an unmaintained narrow ditch, which is dry during portions of the year; (ii) the narrow ditch may connect to a similar narrow ditch located to the East of the Community; and (iii) the Sub-laterals connect only to the most-Easterly of the Contingent Canals described in Item 6 below, which run North/South, but do not connect to any existing wetland area.
- 2. Drainage Easement recorded in Official Records Book 128, Page 704 establishing the Northeasterly ½ of the Sebastian River Floodway (the "Floodway Easement").

- 3. Grant of Easement recorded in Official Records Book 1284, Page 557, affecting the North 80 feet of the South 120 feet of the W ½ of the SE ¼ of Section 25 ("Grant No. 1"). Note that the South 40 feet of the SE ¼ is located within the right-of-way of County Road 510/State Road 810.
- 4. Grant of Easement recorded in Official Records Book 1284, Page 559, affecting the following lands: (a) the East 80 feet of the South 50 feet of the E ½ of the NW ¼ of the SE ¼ of Section 25; and (b) the East 80 feet and the North 80 feet of the South 120 feet of the E ½ of the SW ¼ of the SE ¼ of Section 25 ("**Grant No. 2**"). Note that the South 40 feet of the SE ¼ is located within the right-of-way of County Road 510/State Road 810.
- 5. Grant of Easement recorded in Official Records Book 1284, Page 563, affecting the following lands: (a) the East 80 feet of the South 50 feet of the E ½ of the NW ¼ of the SE ¼ of Section 25; and (b) the East 80 feet and the North 80 feet of the South 120 feet of the E ½ of the SW ¼ of the SE ¼ of Section 25 ("**Grant No. 3**"). Note that the South 40 feet of the SE ¼ is located within the right-of-way of County Road 510/State Road 810.
- 6. Declaration of Restrictive Covenant recorded in Official Records Book 1284, Page 574, the terms of which establish canal locations contingent upon the following terms established by Paragraph 3(a): "In the event the slough or natural creek which meanders east to west through the property is filled or for any reason rendered unusable for drainage purposes, RYALL and TRUSTEES and their successors in title shall be responsible at their cost for the construction of a new canal in the 80' right-of-way located along the easterly and southerly boundary of the real property described in Schedules "A", "B-1" and "B-2", which properties are described, as follows: (a) the W ½ of the W ½ of the SE ¼ in Section 25, LESS rights-of-way; and (b) the E ½ of the W ½ of the SE ¼ of Section 25 (collectively, the "Contingent Canals").

As a result of the consolidation of ownership of the Community in Developer and, for Developer to develop the overall property pursuant to the draft of the Plan for River Oaks of Sebastian — P.D., a copy of which is transmitted with this letter, and subsequently, pursuant to the final Site Plan and Plat, Developer will be requesting the disposition by termination or release and/or conveyance of the Sub-laterals, Grant No. 1, Grant No. 2, Grant No. 3 and the Contingent Canals (only the existing Northeasterly portion of the Floodway Easement described in Item 2 above shall remain), as follows:

1. <u>Sub-laterals</u>. Developer proposes that: (a) for purposes of the District's Revised Guidelines, these Sub-laterals be treated as an exchange of surplus lands for the Community Drainage Easement (defined below); (b) the Sub-laterals be released and conveyed by the District to Developer by a deed and release ("<u>Deed and Release</u>"); and (c) in consideration of the release and conveyance of the Sub-laterals by the District to Developer, Developer would execute a drainage easement from the current Easterly point of the Sub-laterals on the Community's Eastern boundary to and through the lakes as depicted on the Plan for River Oakes of Sebastian – P.D., a copy of which is transmitted with this letter (the "<u>Community Drainage Easement</u>").

Ruth Ann Holmes, Attorney-at-Law Torcivia, Donlon, Goddeau & Rubin, P.A. July 31, 2024 Page 3

- 2. **Floodway Easement**. The Floodway Easement shall remain as legally described and shall continue to be applicable to the Community.
- 3. **Grant No. 1, Grant No. 2 and Grant No. 3**. These obsolete and unused Grants should be terminated in their entirety by a termination of easements (the "<u>Termination of Easements</u>") in consideration of the establishment of the Community Drainage Easement.
- 4. <u>Contingent Canals</u>. The Declaration of Restrictive Covenant establishing the Contingent Canals should be deleted in its entirety by a termination of the Declaration of Restrictive Covenant (the "<u>Declaration Termination</u>") because the Community Drainage Easement is being specifically established to satisfy the drainage obligations established by this Declaration of Restrictive Covenant.

The proposed timing for addressing these issues is that the Deed and Release, the Community Drainage Easement, Easement Termination and Declaration Termination (collectively the "New Drainage Documents") would be simultaneously executed and recorded before the Plat is finally approved so that the Plat can be signed on or before January 1, 2025, with the Community Drainage Easement in place. We defer to your preferences, but offer to prepare the first draft of the New Drainage Documents for your review. If you agree, please forward to us any forms or examples you would like us to use as a basis for the preparation of these New Drainage Documents.

The Developer's expectation is that no compensation is appropriate for the execution of the New Drainage Documents because: (a) the Community Drainage Easement provides the District with more drainage acreage in the Community than the total drainage acreage of the existing Sub-laterals (the surveyor's calculations of acreage will be sent to you as soon as they are ready); (b) Developer will be constructing at Developer's expense the Community Drainage Easement; (c) Developer initially and ultimately, the Master Association, will be responsible for the perpetual maintenance of the Community Drainage Easement; (d) Grant No. 1, Grant No. 2 and Grant No. 3 are obsolete; and (e) the Contingent Canals were never created. It does not seem appropriate that the District should make monetary gain from this Developer when the District will be obtaining a better/newer Community Drainage Easement with the Developer and, ultimately, the Master Association, bearing all maintenance costs in perpetuity. Please confirm that the District accepts this proposal.

I hope this letter clearly states the intention and requests of Developer discussed and is generally welcomed in concept by the District at the meeting.

Ruth Ann Holmes, Attorney-at-Law Torcivia, Donlon, Goddeau & Rubin, P.A. July 31, 2024 Page 4

If you have any questions, please contact me at your earliest convenience. Thank you.

Sincerely,

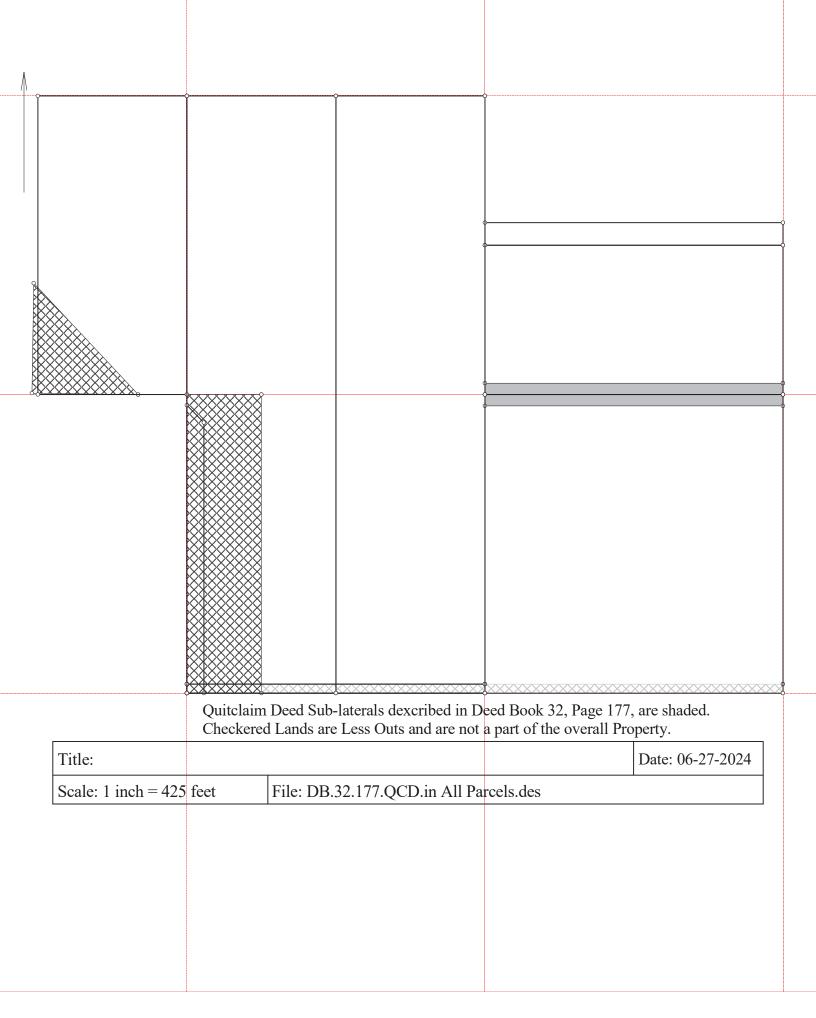
JECK, HARRIS, RAYNOR & JONES, P.A.

Richard D. Percic For the Firm Enclosures

cc: 2GHO Landscape Architects, Planners, Environmental Consultants

Philippe C. Jeck, Esquire

Jeremy Bowerman



Data and Deed Call Listing of File: DB.32.177.QCD.in All Parcels.des

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Tract 3: 2.424 Acres: 105600 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 5360 Feet
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Tract 6: 1.212 Acres: 52800 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 2720 Feet
Tract 7: 10.000 Acres: 435600 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 3300 Feet
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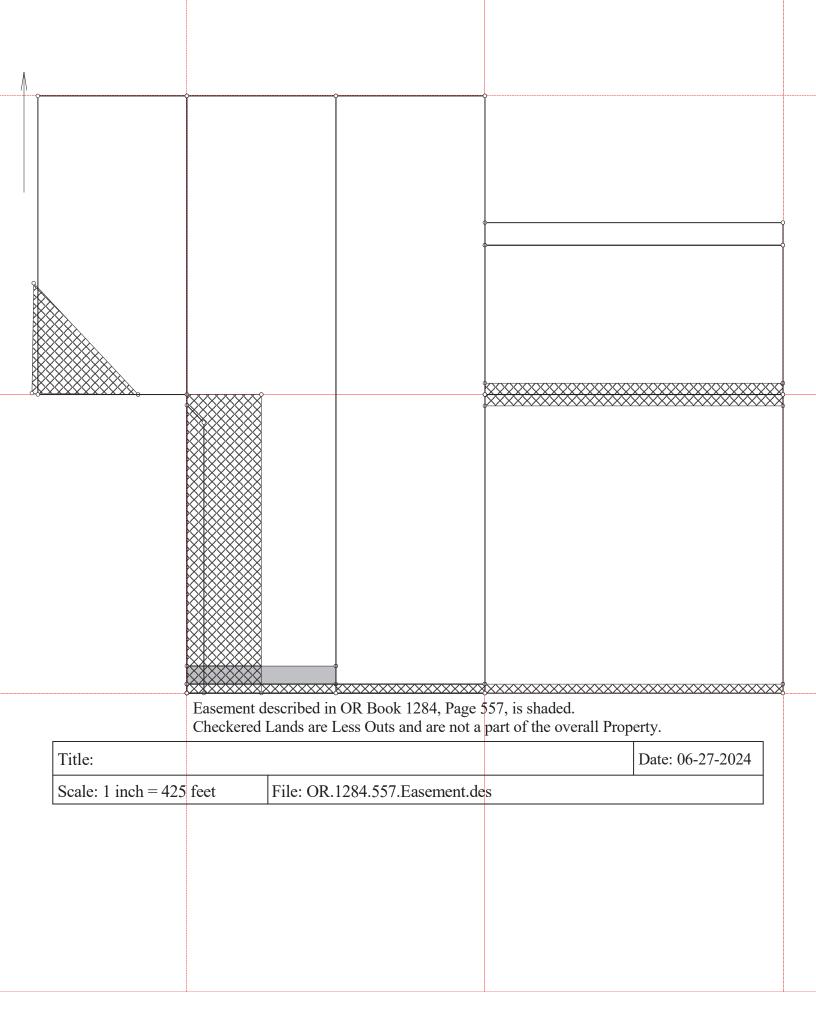
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024=@0 Merge 1

026=/N00E 40.00 027=/N90W 0.00 028=S00W 40.00 029=N90W 2640.00 030=N00E 40.00 031=N90E 2640.00 032=@0 Merge 1 033=/sw,ne,25,31s,38e 034=/s00.5815w 1323.17 035=/n89.1420w 193.10 036=n89.1420w 471.21 037=n00.5825e 486.43 038=s43.1307e 675.98 039=@0 Merge 1

040=/sw,sw,se,25,31s,38e 041=n00.0000e 1273.00 042=s44.1437e 107.62 043=s00.0000w 1195.82 044=s90.0000w 75.00 045=@0 Merge 1

046=/SE,SE,SE,25,31S,38E

047=/N00E 40.00 048=/N90W 1320.00 049=S00W 40.00 050=N90W 1320.00 051=N00E 40.00 052=N90E 1320.00 053=@0 Merge 1

054=/SE,SE,SE,25,31S,38E 055=/N00E 1320.00 056=/N90W 2310.00 057=S00W 1320.00 058=N90W 330.00 059=N00E 1320.00 060=N90E 330.00 061=@0 Merge 1

062=/SE,SE,SE,25,31S,38E 063=/N00E 40 00

063=/N00E 40.00 064=/N90W 1320.00 065=S00W 40.00 066=N90W 1320.00 067=N00E 40.00 068=N90E 1320.00 069=@0 Merge 1

070=/SE,SE,SE,25,31S,38E

071=/N00E 2080.00 072=/N90W 0.00 073=S00W 100.00 074=N90W 1320.00 075=N00E 100.00 076=N90E 1320.00 077=@0 Merge 1

078=/SE,SE,SE,25,31S,38E

079=/N00E 1980.00 080=/N90W 0.00 081=S00W 660.00 082=N90W 1320.00 083=N00E 660.00 084=N90E 1320.00 085=@0 Merge 1

086=/SE,SE,SE,25,31S,38E 087=/N00E 2640.00 088=/N90W 2640.00 089=S00W 1320.00 090=N90W 660.00 091=N00E 1320.00

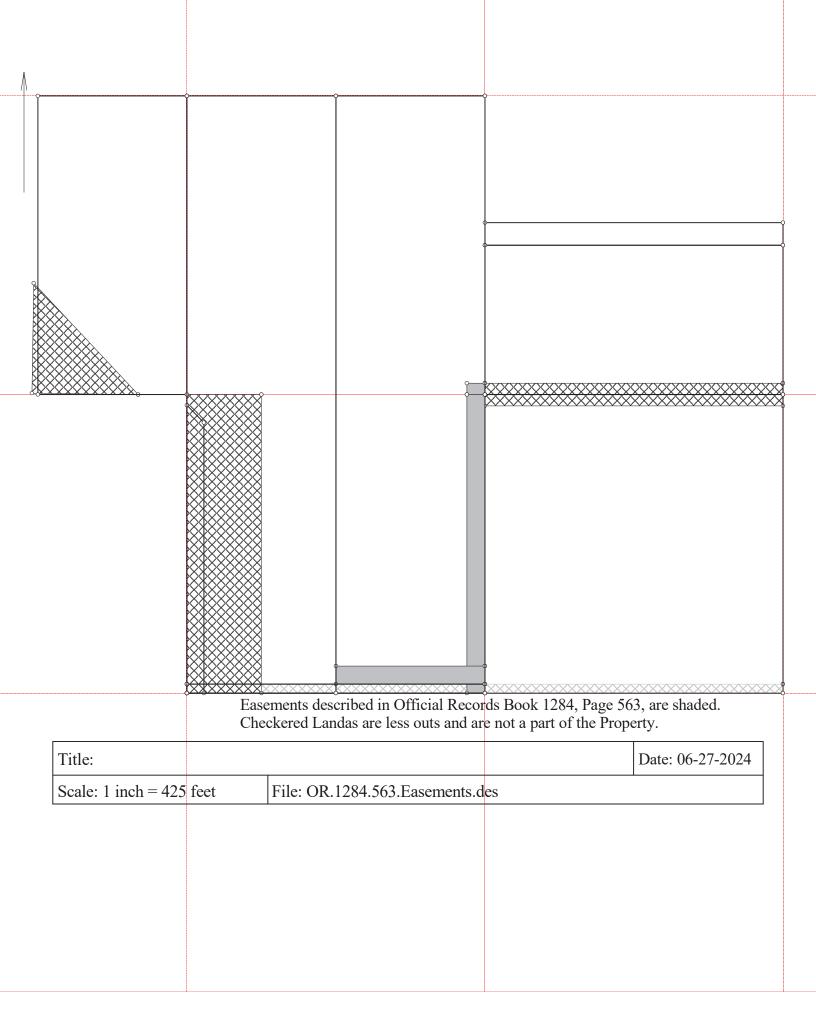
092=N90E 660.00

093=@0 Merge 1

094=/SE,SE,SE,25,31S,38E 095=/N00E 2640.00 096=/N90W 1980.00 097=S00W 2640.00 098=N90W 660.00 099=N00E 2640.00 100=N90E 660.00 101=@0 Merge 1

102=/SE,SE,SE,25,31S,38E 103=/N00E 2640.00 104=/N90W 1320.00 105=S00W 2640.00 106=N90W 660.00 107=N00E 2640.00 108=N90E 660.00 109=@0 Merge 1

110=/SE,SE,SE,25,31S,38E 111=/N00E 1320.00 112=/N90W 0.00 113=S00W 1320.00 114=N90W 1320.00 115=N00E 1320.00 116=N90E 1320.00



Data and Deed Call Listing of File: OR.1284.563. Easements.des

```
Tract 1: 1.515 Acres: 66000 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 2740 Feet
Tract 2: 1.515 Acres: 66000 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 2740 Feet
Tract 3: 2.424 Acres: 105600 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 5360 Feet
Tract 4: 2.631 Acres: 114604 Sq Feet: Closure = s66.5931e 0.00 Feet: Precision = 1/525256: Perimeter = 1634 Feet
Tract 5: 2.127 Acres: 92634 Sq Feet: Closure = s46.2833w 0.12 Feet: Precision = 1/21943: Perimeter = 2651 Feet
Tract 6: 1.212 Acres: 52800 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 2720 Feet
Tract 7: 10.000 Acres: 435600 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 3300 Feet
Tract 8: 1.212 Acres: 52800 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 2720 Feet
Tract 9: 3.030 Acres: 132000 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 2840 Feet
Tract 10: 20.000 Acres: 871200 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 3960 Feet
Tract 11: 20.000 Acres: 871200 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 3960 Feet
Tract 12: 40.000 Acres: 1742400 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 6600 Feet
Tract 13: 40.000 Acres: 1742400 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 6600 Feet
Tract 14: 40.000 Acres: 1742400 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 5280 Feet
Tract 15: 0.092 Acres: 4000 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 260 Feet
Tract 16: 2.424 Acres: 105600 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 2800 Feet
Tract 17: 1.212 Acres: 52800 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 1480 Feet
```

Data and Deed Call Listing of File: OR.1284.563. Easements.des

001=/SE,SE,SE,25,31S,38E 002=/N00E 1320.00 003=/N90W 0.00 004=S00W 50.00 005=N90W 1320.00 006=N00E 50.00 007=N90E 1320.00 008=@0 Merge 1

009=/SE,SE,SE,25,31S,38E 010=/N00E 1370.00 011=/N90W 0.00 012=S00W 50.00 013=N90W 1320.00 014=N00E 50.00 015=N90E 1320.00 016=@0 Merge 1

016=@0 Merge 1 017=/SE,SE,SE,25,31S,38E 018=/N00E 40.00 019=/N90W 0.00 020=S00W 40.00 021=N90W 2640.00 022=N00E 40.00 023=N90E 2640.00 024=@0 Merge 1 025=/sw.ne.25,31s,38e

024=@0 Merge 1 025=/sw,ne,25,31s,38e 026=/s00.5815w 1323.17 027=/n89.1420w 193.10 028=n89.1420w 471.21 029=n00.5825e 486.43 030=s43.1307e 675.98 031=@0 Merge 1 032=/sw,sw,se,25,31s,38e

032=/sw,sw,se,25,31s,38e 033=n00.0000e 1273.00 034=s44.1437e 107.62 035=s00.0000w 1195.82 036=s90.0000w 75.00 037=@0 Merge 1

038=/SE,SE,SE,25,31S,38E

039=/N00E 40.00 040=/N90W 1320.00 041=S00W 40.00 042=N90W 1320.00

043=N00E 40.00 044=N90E 1320.00 045=@0 Merge 1

046=/SE,SE,SE,25,31S,38E 047=/N00E 1320.00

048=/N90W 2310.00 049=S00W 1320.00 050=N90W 330.00 051=N00E 1320.00 052=N90E 330.00 053=@0 Merge 1

054=/SE,SE,SE,25,31S,38E 055=/N00E 40.00

056=/N90W 1320.00 057=S00W 40.00

057=S00W 40.00 058=N90W 1320.00 059=N00E 40.00 060=N90E 1320.00 061=@0 Merge 1 062=/SE,SE,SE,25,31S,38E 063=/N00E 2080.00 064=/N90W 0.00

065=S00W 100.00 066=N90W 1320.00 067=N00E 100.00 068=N90E 1320.00 069=@0 Merge 1

070=/SE,SE,SE,25,31S,38E

071=/N00E 1980.00 072=/N90W 0.00 073=S00W 660.00 074=N90W 1320.00 075=N00E 660.00 076=N90E 1320.00 077=@0 Merge 1

078=/SE,SE,SE,25,31S,38E

079=/N00E 2640.00 080=/N90W 2640.00 081=S00W 1320.00 082=N90W 660.00 083=N00E 1320.00 084=N90E 660.00 085=@0 Merge 1

086=/SE,SE,SE,25,31S,38E 087=/N00E 2640.00 088=/N90W 1980.00 089=S00W 2640.00 090=N90W 660.00 091=N00E 2640.00

092=N90E 660.00 093=@0 Merge 1

094=/SE,SE,SE,25,31S,38E 095=/N00E 2640.00

096=/N90W 1320.00 097=S00W 2640.00 098=N90W 660.00 099=N00E 2640.00 100=N90E 660.00 101=@0 Merge 1

102=/SE,SE,SE,25,31S,38E 103=/N00E 1320.00 104=/N90W 0.00

104=/N90W 0.00 105=S00W 1320.00 106=N90W 1320.00 107=N00E 1320.00 108=N90E 1320.00 109=@0 Merge 1

110=/SE,SE,SE,25,31S,38E

111=/N00E 1370.00 112=/N90W 1320.00 113=S00W 50.00 114=N90W 80.00 115=N00E 50.00 116=N90E 80.00 117=@0 Merge 1

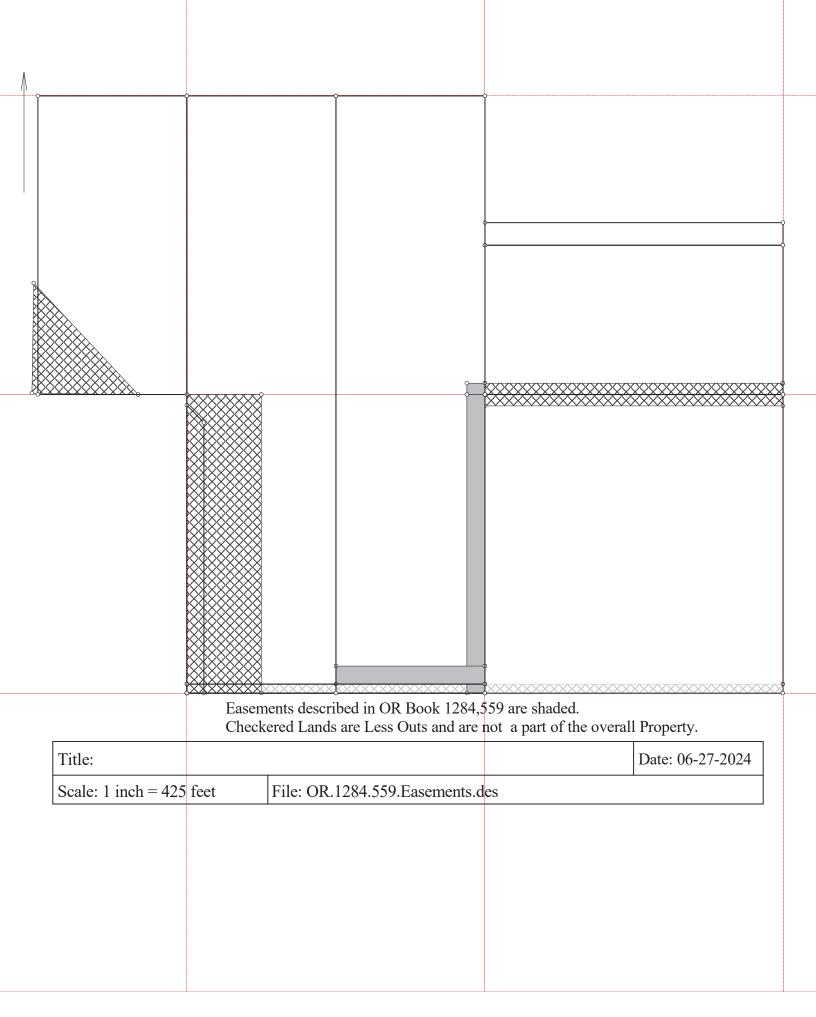
118=/SE,SE,SE,25,31S,38E 119=/N00E 1320.00 120=/N90W 1320.00 121=S00W 1320.00 122=N90W 80.00 123=N00E 1320.00

124=N90E 80.00

125=@0 Merge 1

126=/SE,SE,SE,25,31S,38E

127=/N00E 120.00 128=/N90W 1320.00 129=S00W 80.00 130=N90W 660.00 131=N00E 80.00 132=N90E 660.00



Data and Deed Call Listing of File: OR.1284.559. Easements.des

```
Tract 1: 1.515 Acres: 66000 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 2740 Feet
Tract 2: 1.515 Acres: 66000 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 2740 Feet
Tract 3: 2.424 Acres: 105600 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 5360 Feet
Tract 4: 2.631 Acres: 114604 Sq Feet: Closure = s66.5931e 0.00 Feet: Precision = 1/525256: Perimeter = 1634 Feet
Tract 5: 2.127 Acres: 92634 Sq Feet: Closure = s46.2833w 0.12 Feet: Precision = 1/21943: Perimeter = 2651 Feet
Tract 6: 1.212 Acres: 52800 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 2720 Feet
Tract 7: 10.000 Acres: 435600 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 3300 Feet
Tract 8: 1.212 Acres: 52800 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 2720 Feet
Tract 9: 3.030 Acres: 132000 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 2840 Feet
Tract 10: 20.000 Acres: 871200 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 3960 Feet
Tract 11: 20.000 Acres: 871200 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 3960 Feet
Tract 12: 40.000 Acres: 1742400 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 6600 Feet
Tract 13: 40.000 Acres: 1742400 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 6600 Feet
Tract 14: 40.000 Acres: 1742400 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 5280 Feet
Tract 15: 0.092 Acres: 4000 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 260 Feet
Tract 16: 2.424 Acres: 105600 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 2800 Feet
Tract 17: 1.212 Acres: 52800 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 1480 Feet
```

Data and Deed Call Listing of File: OR.1284.559. Easements.des

001=/SE,SE,SE,25,31S,38E 002=/N00E 1320.00 003=/N90W 0.00 004=S00W 50.00 005=N90W 1320.00 006=N00E 50.00 007=N90E 1320.00 008=@0 Merge 1

009=/SE,SE,SE,25,31S,38E 010=/N00E 1370.00 011=/N90W 0.00 012=S00W 50.00 013=N90W 1320.00 014=N00E 50.00 015=N90E 1320.00 016=@0 Merge 1

016=@0 Merge 1 017=/SE,SE,SE,25,31S,38E 018=/N00E 40.00 019=/N90W 0.00 020=S00W 40.00 021=N90W 2640.00 022=N00E 40.00 023=N90E 2640.00 024=@0 Merge 1 025=/sw,ne,25,31s,38e

024=@0 Merge 1 025=/sw,ne,25,31s,38e 026=/s00.5815w 1323.17 027=/n89.1420w 193.10 028=n89.1420w 471.21 029=n00.5825e 486.43 030=s43.1307e 675.98 031=@0 Merge 1 032=/sw,sw,se,25,31s,38e

032=/sw,sw,se,25,31s,38e 033=n00.0000e 1273.00 034=s44.1437e 107.62 035=s00.0000w 1195.82 036=s90.0000w 75.00 037=@0 Merge 1

038=/SE,SE,SE,25,31S,38E 039=/N00E 40.00

040=/N90W 1320.00 041=S00W 40.00 042=N90W 1320.00 043=N00E 40.00 044=N90E 1320.00 045=@0 Merge 1

046=/SE,SE,SE,25,31S,38E 047=/N00E 1320.00

048=/N90W 2310.00 049=S00W 1320.00 050=N90W 330.00 051=N00E 1320.00 052=N90E 330.00 053=@0 Merge 1

054=/SE,SE,SE,25,31S,38E 055=/N00E 40.00

055 /N00L 40.00 056=/N90W 1320.00 057=S00W 40.00 058=N90W 1320.00 059=N00E 40.00 060=N90E 1320.00 061=@0 Merge 1

062=/SE,SE,SE,25,31S,38E

063=/N00E 2080.00 064=/N90W 0.00 065=S00W 100.00 066=N90W 1320.00 067=N00E 100.00 068=N90E 1320.00 069=@0 Merge 1

070=/SE,SE,SE,25,31S,38E 071=/N00E 1980.00 072=/N90W 0.00 073=S00W 660.00 074=N90W 1320.00 075=N00E 660.00 076=N90E 1320.00 077=@0 Merge 1

078=/SE,SE,SE,25,31S,38E 079=/N00E 2640.00 080=/N90W 2640.00 081=S00W 1320.00 082=N90W 660.00 083=N00E 1320.00 084=N90E 660.00 085=@0 Merge 1

086=/SE,SE,SE,25,31S,38E 087=/N00E 2640.00 088=/N90W 1980.00 089=S00W 2640.00 090=N90W 660.00 091=N00E 2640.00 092=N90E 660.00 093=@0 Merge 1

094=/SE,SE,SE,25,31S,38E 095=/N00E 2640.00 096=/N90W 1320.00 097=S00W 2640.00 098=N90W 660.00 099=N00E 2640.00 100=N90E 660.00

101=@0 Merge 1

102=/SE,SE,SE,25,31S,38E 103=/N00E 1320.00 104=/N90W 0.00 105=S00W 1320.00 106=N90W 1320.00 107=N00E 1320.00 108=N90E 1320.00

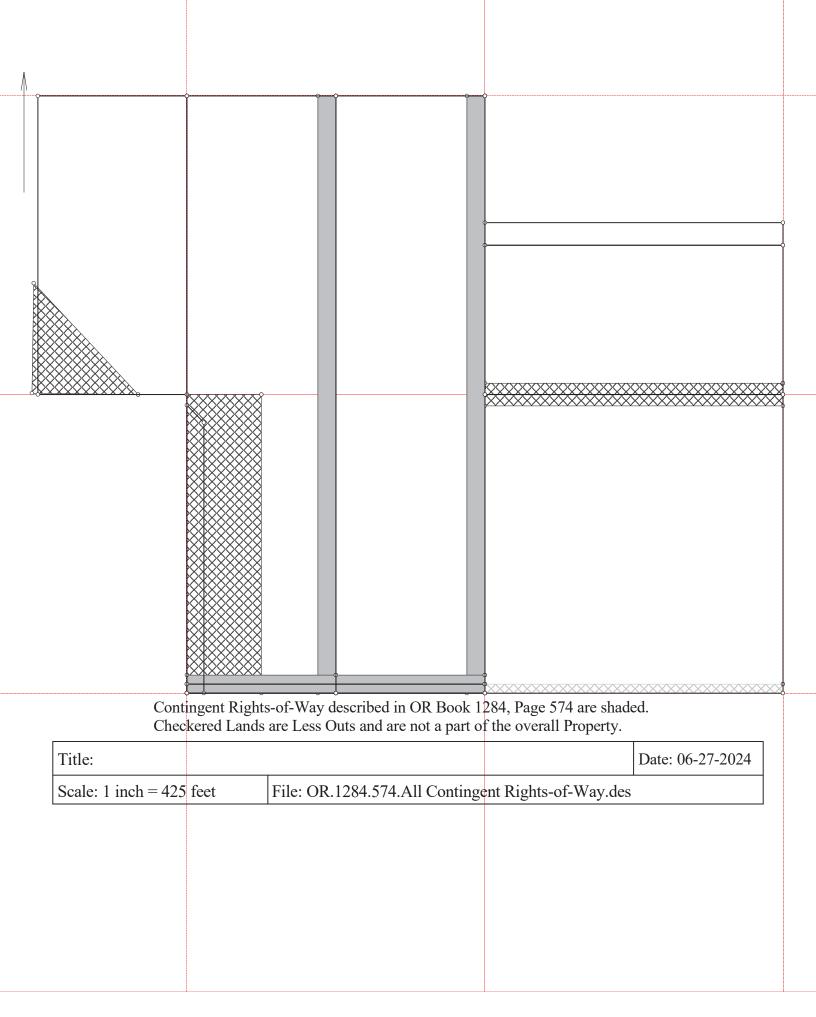
109=@0 Merge 1 110=/SE,SE,SE,25,31S,38E 111=/N00E 1370.00 112=/N90W 1320.00 113=S00W 50.00

113=S00W 50.00 114=N90W 80.00 115=N00E 50.00 116=N90E 80.00 117=@0 Merge 1

118=/SE,SE,SE,25,31S,38E 119=/N00E 1320.00 120=/N90W 1320.00 121=S00W 1320.00 122=N90W 80.00 123=N00E 1320.00 124=N90E 80.00 125=@0 Merge 1

126=/SE,SE,SE,25,31S,38E

127=/N00E 120.00 128=/N90W 1320.00 129=S00W 80.00 130=N90W 660.00 131=N00E 80.00 132=N90E 660.00



Data and Deed Call Listing of File: OR.1284.574.All Contingent Rights-of-Way.des

```
Tract 1: 1.515 Acres: 66000 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 2740 Feet
Tract 2: 1.515 Acres: 66000 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 2740 Feet
Tract 3: 2.424 Acres: 105600 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 5360 Feet
Tract 4: 2.631 Acres: 114604 Sq Feet: Closure = s66.5931e 0.00 Feet: Precision = 1/525256: Perimeter = 1634 Feet
Tract 5: 2.127 Acres: 92634 Sq Feet: Closure = s46.2833w 0.12 Feet: Precision = 1/21943: Perimeter = 2651 Feet
Tract 6: 1.212 Acres: 52800 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 2720 Feet
Tract 7: 10.000 Acres: 435600 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 3300 Feet
Tract 8: 1.212 Acres: 52800 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 2720 Feet
Tract 9: 3.030 Acres: 132000 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 2840 Feet
Tract 10: 20.000 Acres: 871200 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 3960 Feet
Tract 11: 20.000 Acres: 871200 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 3960 Feet
Tract 12: 40.000 Acres: 1742400 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 6600 Feet
Tract 13: 40.000 Acres: 1742400 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 6600 Feet
Tract 14: 40.000 Acres: 1742400 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 5280 Feet
Tract 15: 4.848 Acres: 211200 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 5440 Feet
Tract 16: 1.212 Acres: 52800 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 1480 Feet
Tract 17: 4.848 Acres: 211200 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 5440 Feet
Tract 18: 1.212 Acres: 52800 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 1480 Feet
```

Data and Deed Call Listing of File: OR.1284.574.All Contingent Rights-of-Way.des

001=/SE,SE,SE,25,31S,38E 002=/N00E 1320.00 003=/N90W 0.00 004=S00W 50.00 005=N90W 1320.00 006=N00E 50.00 007=N90E 1320.00 008=@0 Merge 1

009=/SE,SE,SE,25,31S,38E 010=/N00E 1370.00 011=/N90W 0.00 012=S00W 50.00 013=N90W 1320.00 014=N00E 50.00 015=N90E 1320.00 016=@0 Merge 1

016–@0 Merge 1 017=/SE,SE,SE,25,31S,38E 018=/N00E 40.00 019=/N90W 0.00 020=S00W 40.00 021=N90W 2640.00 022=N00E 40.00 023=N90E 2640.00 024=@0 Merge 1 025=/sw,ne,25,31s,38e 026=/s00.5815w 1323.17

025=/sw,ne,25,31s,38e 026=/s00.5815w 1323.17 027=/n89.1420w 193.10 028=n89.1420w 471.21 029=n00.5825e 486.43 030=s43.1307e 675.98 031=@0 Merge 1 032=/sw,sw,se,25,31s,38e 033=n00.0000e 1273.00

032=/sw,sw,se,25,31s,38e 033=n00.0000e 1273.00 034=s44.1437e 107.62 035=s00.0000w 1195.82 036=s90.0000w 75.00 037=@0 Merge 1

038=/SE,SE,SE,25,31S,38E 039=/N00E 40.00

040=/N90W 1320.00 041=S00W 40.00 042=N90W 1320.00 043=N00E 40.00 044=N90E 1320.00 045=@0 Merge 1

046=/SE,SE,SE,25,31S,38E 047=/N00E 1320.00

048=/N90W 2310.00 049=S00W 1320.00 050=N90W 330.00 051=N00E 1320.00 052=N90E 330.00 053=@0 Merge 1

054=/SE,SE,SE,25,31S,38E 055=/N00E 40.00

056=/N90W 1320.00

057=S00W 40.00 058=N90W 1320.00 059=N00E 40.00 060=N90E 1320.00 061=@0 Merge 1

062=/SE,SE,SE,25,31S,38E

063=/N00E 2080.00 064=/N90W 0.00 065=S00W 100.00 066=N90W 1320.00 067=N00E 100.00 068=N90E 1320.00 069=@0 Merge 1

069=@0 Merge 1 070=/SE,SE,SE,25,31S,38E 071=/N00E 1980.00 072=/N90W 0.00 073=S00W 660.00 074=N90W 1320.00 075=N00E 660.00 076=N90E 1320.00 077=@0 Merge 1

078=/SE,SE,SE,25,31S,38E 079=/N00E 2640.00 080=/N90W 2640.00 081=S00W 1320.00 082=N90W 660.00 083=N00E 1320.00 084=N90E 660.00 085=@0 Merge 1

086=/SE,SE,SE,25,31S,38E 087=/N00E 2640.00 088=/N90W 1980.00 089=S00W 2640.00 090=N90W 660.00 091=N00E 2640.00 092=N90E 660.00

093=@0 Merge 1 094=/SE,SE,SE,25,31S,38E 095=/N00E 2640.00 096=/N90W 1320.00 097=S00W 2640.00 098=N90W 660.00 099=N00E 2640.00 100=N90E 660.00

101=@0 Merge 1 102=/SE,SE,SE,25,31S,38E 103=/N00E 1320.00 104=/N90W 0.00 105=S00W 1320.00 106=N90W 1320.00

107=N00E 1320.00 108=N90E 1320.00 109=@0 Merge 1

110=/SE,SE,SE,25,31S,38E 111=/N00E 2640.00 112=/N90W 1980.00 113=S00W 2640.00 114=N90W 80.00

114=N90W 80.00 115=N00E 2640.00 116=N90E 80.00 117=@0 Merge 1 118=/SE,SE,SE,25,31S,38E

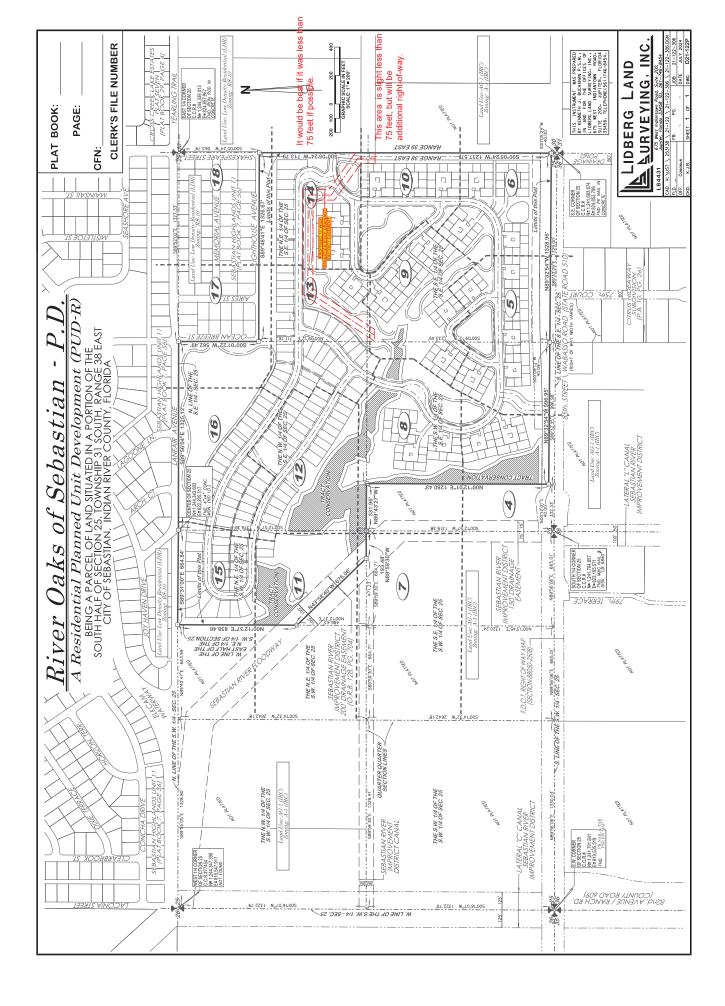
119=/N00E 80.00 120=/N90W 1980.00 121=S00W 80.00 122=N90W 660.00 123=N00E 80.00 124=N90E 660.00 125=@0 Merge 1

126=/SE,SE,SE,25,31S,38E 127=/N00E 2640.00 128=/N90W 1320.00 129=S00W 2640.00 130=N90W 80.00 131=N00E 2640.00 132=N90E 80.00

134=/SE,SE,SE,25,31S,38E

135=/N00E 80.00 136=/N90W 1320.00 137=S00W 80.00 138=N90W 660.00 139=N00E 80.00 140=N90E 660.00

133=@0 Merge 1



May 12, 1999

MEMO

TO:

Sam Block

FROM:

Marvin Carter

RE:

Dancy/Ryall - S.R.W.C.D. Right-of-Way Exchange

I am enclosing, herewith, the revised descriptions and six (6) copies of "Sketch of Description" per instructions received from your office last week. I am also enclosing three (3) copies of aerial photograph of the subject site. I have color coded the aerial copies as follows:

1) "Blue" indicates existing right-of-way that the District intends to retain.

- 2) "Green" indicates right-of-way created by the Plan of Reclamation the District is to abandon.
- 3) "Orange" indicates "right-of-way" to be granted by the Dancy's and Ryall.

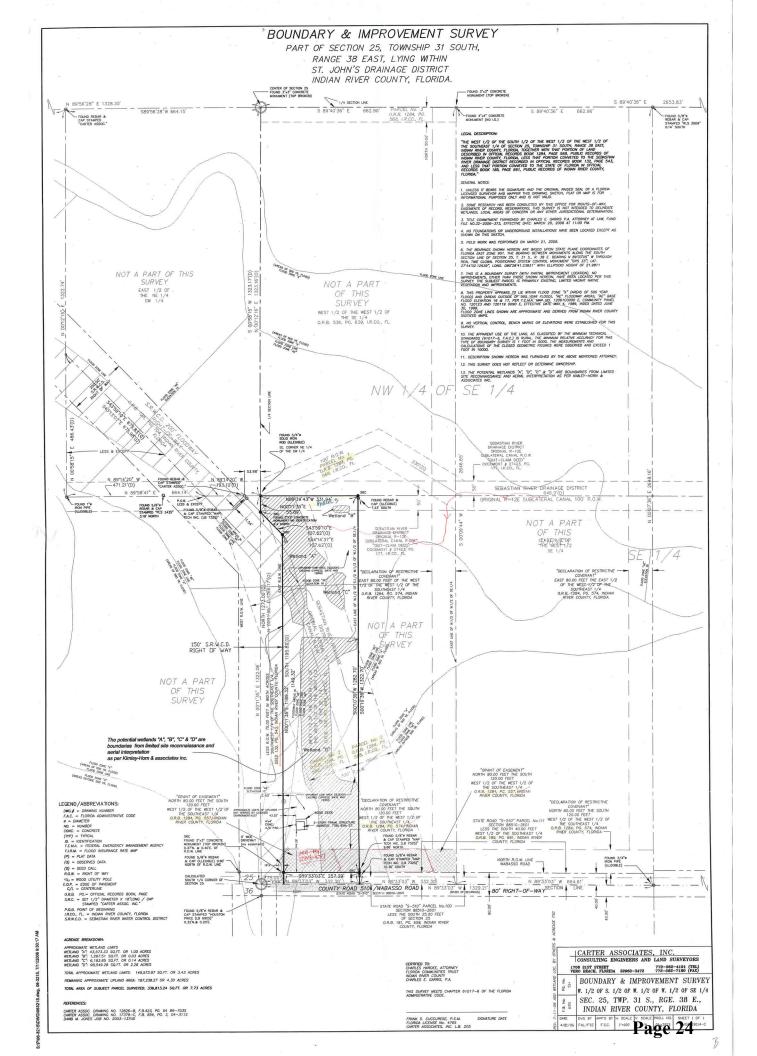
These revised descriptions are based on our prior "attempt", recent conversations with your office, and review of Michael O'Haire's letter (of April 19th) to you.

Please check this material to make sure it meets your understanding of the changes agreed to by the Board, Frank Dancy and "Gussie" Ryall.

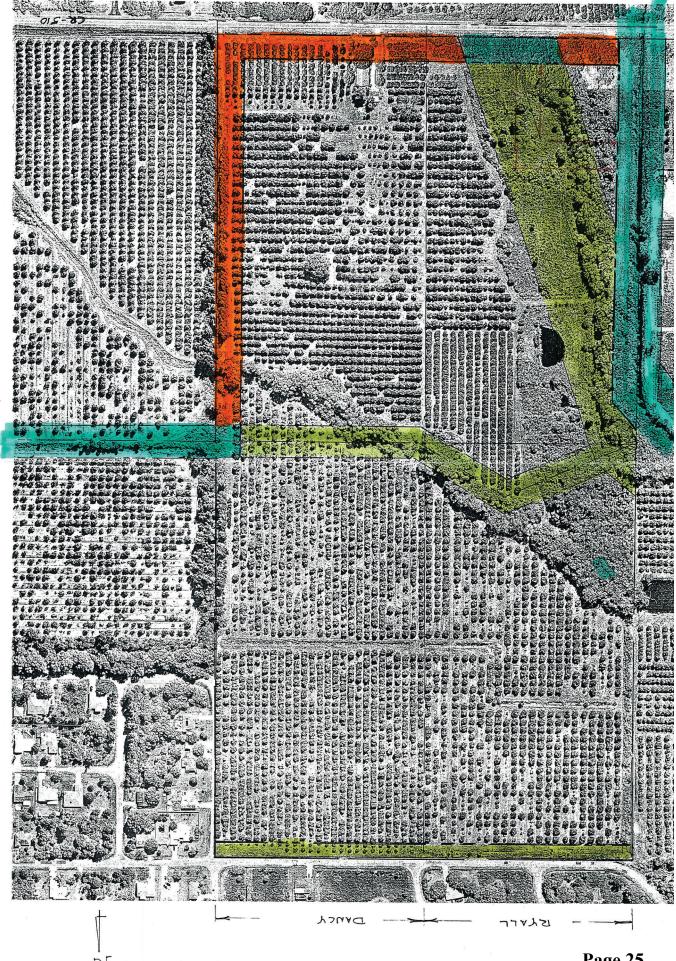
The restrictive covenant mentioned in Michael's letter is good.

Another restrictive covenant should be included to prevent any future discharge of storm water from the North of this property into the subject property, since the North line of the subject property is also the North line of the District.

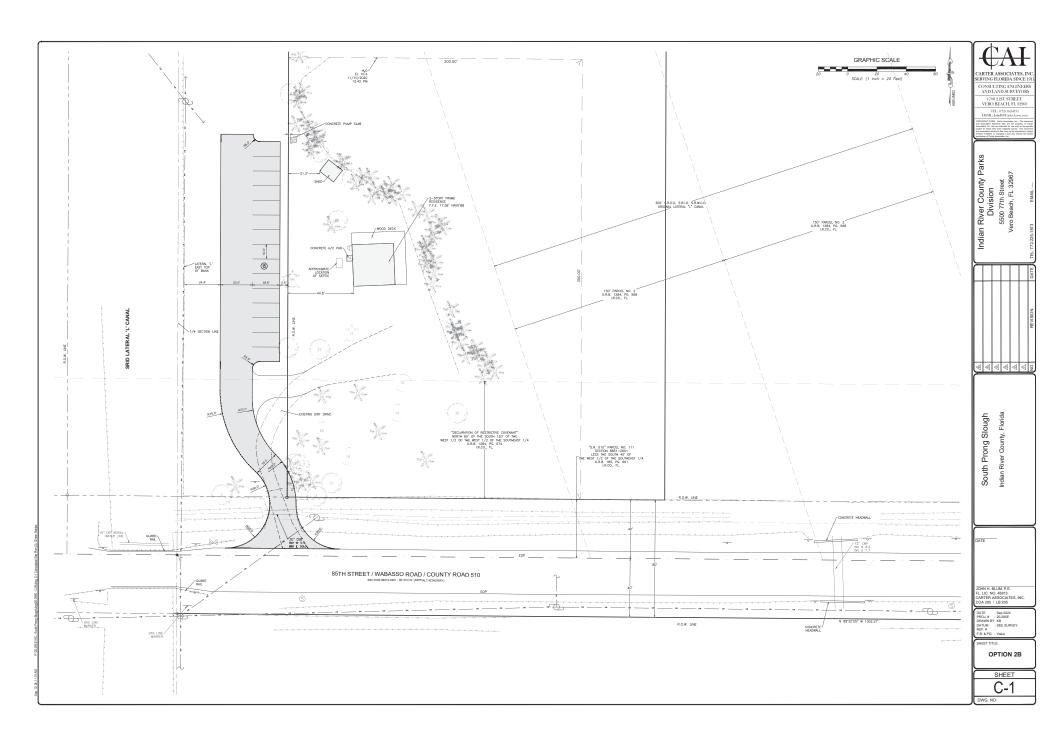
Give me a call if you have any questions.



1-0



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Sebastian River Improvement District

Financial Report For August 2024

SEBASTIAN RIVER IMPROVEMENT DISTRICT MONTHLY FINANCIAL REPORT AUGUST 2024

REVENUES	Annual Budget 10/1/23 - 9/30/24	Actual Aug-24	Year To Date Actual 10/1/23 - 8/31/24
NAV Assessments	308,436	0	319,102
R-O-W Use Fees	25,515	0	0
Permit Fees	5,000	0	2,500
Other Revenue	0	3,000	584,442
Interest Income	1,200	0	47,093
Total Revenues	\$ 340,151	\$ 3,000	\$ 953,137
EXPENDITURES			
Legal - General	20,000	0	20,208
Legal - Special Counsel	20,000		· · · · · · · · · · · · · · · · · · ·
Legal - BMAP Issues	0		-,
District Administrative	30,000		27,500
Operations Manager	21,000		19,250
Operations Manager - Payroll Taxes	1,607	134	1,473
Engineering - General	55,000		·
Engineering - Permit	5,000		- / -
Engineering - Sand Mines	0,000		
Engineering - 82nd Ave Extension	0		
Engineering - Other	32,000		
Accounting/Audit	5,300		
Insurance	15,000		9,772
Website Management	2,000		1,833
Dues & Subscriptions	925		175
Legal Advertisements	1,150		743
Miscellaneous	4,163		3,489
Water Quality Analytical Service	1,000		,
R-O-W Maintenance	125,000	0	0
Canal/Lateral Maintenance	0		82,558
Miscellaneous Maintenance	2,500	0	418
Roadways & Bridges	0		-500
Total Expenditures	\$ 321,645	\$ 16,353	\$ 253,532
Revenues Less Expenditures	\$ 18,506	\$ (13,353)	\$ 699,605
County Appraiser & Tax Collector Fee	(6,169)	0	(2,350)
Discounts For Early Payments	(12,337)		(11,095)
			, , ,
Excess/ (Shortfall)	-	\$ (13,353)	\$ 686,160
Carryover From Prior Year	0	0	0
Net Excess/ (Shortfall)	\$ -	\$ (13,353)	\$ 686,160

Bank Balance As Of 8/31/24	\$ 1,788,862.80
Accounts Payable As Of 8/31/24	\$ 29,303.77
Other Current Liabilities As Of 8/31/24	\$ 75,706.92
Accounts Receivable As Of 8/31/24	\$ 5,651.99
Available Funds As Of 8/31/24	\$ 1,689,504.10