



**SEBASTIAN RIVER  
IMPROVEMENT DISTRICT**

**INDIAN RIVER COUNTY**

**REGULAR BOARD MEETING  
FEBRUARY 18, 2026  
10:00 A.M.**

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

[www.sridfl.org](http://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 27<sup>th</sup> Street  
Vero Beach, Florida 32960  
**REGULAR BOARD MEETING**  
**February 18, 2026**  
**10:00 a.m.**

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



Florida

PO Box 631244 Cincinnati, OH 45263-1244

GANNETT

**AFFIDAVIT OF PUBLICATION**

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

SEBASTIAN RIVER IMPROVEMENT DISTRICT  
FISCAL YEAR 2025/2026 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, 1801 27th Street, Building A, Room A1-102, Vero Beach, Florida 32960 at 10:00 a.m. (\*\*unless otherwise noted\*\*) on the following dates:  
October 15, 2025  
December 17, 2025  
February 19, 2026  
April 15, 2026  
\*\*June 17, 2026\*\*  
August 19, 2026

\*\*On June 17, 2026, the Sebastian River Improvement District Annual Landowners' Meeting will be held at the Indian River County Administration Complex, 1801 27th Street, Building A, Room A1-102, Vero Beach, Florida 32960 and will commence at 9:00 a.m. The Regular Board Meeting will immediately follow the Annual Landowners' Meeting 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 a Supervisor may participate by telephone; therefore, a speaker telephone may be present as required, at the meeting location so that 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 ensure 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 at this meeting because of a disability or physical impairment should contact the District Office at (772) 345-5119 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office. Meetings may be cancelled from time to time without advertised notice.

SEBASTIAN RIVER IMPROVEMENT DISTRICT  
www.sridfl.org  
PUBLISH: INDIAN RIVER PRESS JOURNAL 10/03/25 #11701335

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:

SCN StLucie-IndianRv-Stuart 10/03/2025  
SCN tcpalm.com 10/03/2025

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 10/03/2025

Legal Clerk

Notary, State of WI, County of Brown

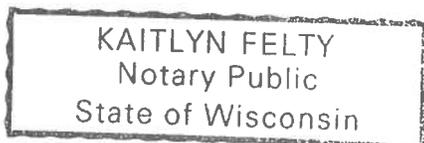
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**SEBASTIAN RIVER IMPROVEMENT DISTRICT  
REGULAR BOARD MEETING  
AUGUST 20, 2025**

**A. Call to Order**

The August 20, 2025, 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 the *Indian River Press Journal* on May 22, 2025, and May 29, 2025, 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 Counsel	Elizabeth Lenihan	Torcivia, Donlon, Goddeau & Rubin, PA
District Engineer	George Simons	Carter Associates, Inc.

**D. Additions or Deletions to Agenda**

- Discussion on Cresswind Utilities

**Saltwood (Graves Brothers Property) Project Introduction**

Patrick Gonzalez, Vice President Land Development for Pulte Homes, gave an introduction of the Saltwood Project which included a copy of the conceptual plan submitted to the city of Sebastian. The commercially zoned area will center around CR 510, and the main focal point of the residentially zoned area will be 82<sup>nd</sup> Street. Phase 1 will consist of an estimated 1500 single-family units and a town center. Construction plans for Phase 1 are anticipated to be submitted to the City of Sebastian by the end of 2025. Patrick stated that they will be meeting with FDOT within the next 60 days.

## **Discussion on Cresswind Utilities**

Engineer Wesley Mills of Mills, Short & Associates, representing Pulte, made a request to the board to install utilities on the SRID eastern ROW boundary along CR 510 for the Cresswind subdivision. Mr. Bass responded that it is feasible, the primary concerns would be maintenance and the operation of drainage. District engineer Mr. Simons also stated that a lease agreement would be required. Mr. Mills stated that he would come back to the board at a later date to provide more information after meeting with FDOT.

### **E. Approval of Minutes**

#### **1. June 18, 2025, Regular Board Meeting and Public Hearing Minutes**

A **motion** was made by Mr. Hammond, seconded by Mr. Bass, approving the minutes of the June 18, 2025, Regular Board Meeting and Public Hearing Minutes. The **motion** approving the minutes passed unanimously.

### **F. Old Business**

There were no matters of Old Business to come before the board.

### **G. New Business**

#### **1. Update on Open Projects: River Oaks, Hawks Grove, Bluewater Bay**

- River Oaks – Project is pending the resolution maintenance rights request
- Hawks Grove – Permit will be issued once the land swap is complete
- Bluewater Bay – No current update at this time

#### **2. Discussion Regarding South Prong – Overgrowth**

Mr. Sakuma presented a letter from Ms. West of Indian River Land Trust, Inc. regarding blockages in the South Prong of the Sebastian River. Mr. Bass responded that he recommends staff investigate and determine if there is still an appropriate amount of water flow. Mr. Sakuma stated that he would work with staff to investigate and also notify Ms. West that they could clear the area themselves as an option as long as the board was aware and the process was formalized.

Mr. Sakuma suggested instituting an annual inspection as a preventative measure. Consensus of the board to move forward with an annual inspection.

#### **3. Approving Real Estate Exchange Agreement between the District and Indian River County**

A **motion** was made by Mr. Bass, seconded by Mr. Hammond, approving the agreement as presented, and authorizing the Chair and staff to execute any necessary supporting documents. The **motion** passed unanimously.

#### **4. Consider Approval of FDOT – SRID – Memorandum of Agreement for 82<sup>nd</sup> Avenue Construction**

After board discussion, a motion was made by Mr. Bass, seconded by Mr. Hammond, approving the Memorandum of Agreement with FDOT for the 82<sup>nd</sup> Avenue Construction in substantial final form. The **motion** passed unanimously.

#### **5. Saltwood (Graves Brothers Property) Project Introduction**

This item was moved to the top of the agenda.

### **H. Administrative Matters**

#### **1. Sand Mine Update**

Mr. Simons notified the board that the annual inspection is October 1, 2025.

#### **2. Financial Update**

Mr. Sakuma briefly addressed the financials included in the Board package, and noted the District was in sound financial condition.

#### **3. Engineer Update**

Mr. Simons had nothing further for the Board.

#### **4. Manager Update**

Mr. Sakuma reminded the board to complete the annual 4-hour ethics training, due by December 31, 2025.

### **I. Board Member Comments**

There were no additional comments from the Board.

### **J. Comments from the Public for Items Not on the Agenda**

There were no comments from the public.

### **K. Adjournment**

There being no further business to come before the Board, the Regular Board Meeting of the District was adjourned at 11:18 a.m. There were no objections.

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**Secretary/Assistant Secretary**

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**Chair/Vice-Chairman**

**RESOLUTION NO. 2026-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEBASTIAN RIVER IMPROVEMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2024/2025 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors of the Sebastian River Improvement District (“District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

**WHEREAS**, the District has prepared for consideration and approval an Amended Budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SEBASTIAN RIVER IMPROVEMENT DISTRICT, THAT:**

**Section 1.** The Amended Budget for Fiscal Year 2024/2025 attached hereto as Exhibit “A” is hereby approved and adopted.

**Section 2.** The Secretary/Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

**PASSED, ADOPTED and EFFECTIVE** this 19<sup>th</sup> day of February, 2026.

**ATTEST:**

**SEBASTIAN RIVER  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

# Sebastian River Improvement District

**Amended Final Budget For  
Fiscal Year 2024/2025  
October 1, 2024 - September 30, 2025**

**FINAL AMENDED BUDGET**  
**SEBASTIAN RIVER IMPROVEMENT DISTRICT**  
**FISCAL YEAR 2024/2025**  
**OCTOBER 1, 2024 - SEPTEMBER 30, 2025**

	FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 9/29/25
<b>REVENUES</b>			
NAV ASSESSMENTS	308,436	319,594	319,594
R-O-W USE FEES	25,515	69,265	69,265
PERMIT FEES	5,000	5,000	5,000
OTHER REVENUE	0	2,500	2,500
INTEREST INCOME	2,400	65,210	65,210
<b>TOTAL REVENUES</b>	<b>\$ 341,351</b>	<b>\$ 461,569</b>	<b>\$ 461,569</b>
<b>EXPENDITURES</b>			
LEGAL	20,000	37,000	32,167
DISTRICT ADMINISTRATIVE	30,000	30,000	30,000
OPERATIONS MANAGER	21,000	21,000	21,000
OPERATIONS MANAGER - PAYROLL TAXES	1,607	1,607	1,607
ENGINEERING - GENERAL	70,000	82,000	79,791
ENGINEERING - PERMIT	5,000	1,000	0
ENGINEERING - OTHER	14,000	2,000	0
ACCOUNTING / AUDIT	5,400	5,400	5,400
INSURANCE	12,000	10,163	10,163
WEBSITE MANAGEMENT	2,000	2,000	2,000
DUES & SUBSCRIPTIONS	3,000	1,175	1,175
LEGAL ADVERTISEMENTS	1,400	1,400	602
MISCELLANEOUS	3,938	10,500	9,643
WATER QUALITY ANALYTICAL SERVICE	1,000	5,000	3,825
R-O-W MAINTENANCE (INCLUDES CANAL MAINTENANCE & BANK MOWING)	130,000	205,000	183,866
MISCELLANEOUS MAINTENANCE	2,500	5,000	2,876
<b>TOTAL EXPENDITURES</b>	<b>\$ 322,845</b>	<b>\$ 420,245</b>	<b>\$ 384,115</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 18,506</b>	<b>\$ 41,324</b>	<b>\$ 77,454</b>
COUNTY APPRAISER & TAX COLLECTOR FEE	(6,169)	(2,350)	(2,350)
DISCOUNTS FOR EARLY PAYMENTS	(12,337)	(10,559)	(10,559)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ 28,415</b>	<b>\$ 64,545</b>
PREVIOUS YEAR CARRY OVER	-	0	0
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ 28,415</b>	<b>\$ 64,545</b>

**Notes**

Assessable Acres = 10,046

FY 2025 Assessment per Acre = \$30.70

FY 2025 Budgeted (Carry Over) Funding Assessment per Acre = \$0

FUND BALANCE AS OF 9/30/24	\$ 1,658,553
FY 2024/2025 AMENDED BUDGET ACTIVITY	\$ 28,415
FUND BALANCE AS OF 9/30/25	\$ 1,686,968

**RESOLUTION NO. 2026-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEBASTIAN RIVER IMPROVEMENT DISTRICT ADOPTING AN ANNUAL REPORT OF GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Sebastian River Improvement District (the “District”) is a local unit of special-purpose government organized and existing under and pursuant to Chapters 189 and 190, Florida Statutes, as amended; and

**WHEREAS**, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida, and creating Section 189.0694, Florida Statutes; and

**WHEREAS**, the District adopted Resolution 2024-04 on July 17, 2024, establishing goals and objectives for the District and creating performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

**WHEREAS**, pursuant to Section 189.0694, Florida Statutes, the District must adopt and publish on its website an annual report prior to December 1<sup>st</sup> of each year, describing the goals and objectives achieved by the district, as well as the performance measures and standards used by the district to make this determination, and any goals or objectives the district failed to achieve.

**WHEREAS**, the District Manager has the annual report of the District’s goals, objectives, and performance measures and standards attached hereto and made a part hereof as **Exhibit A** (the “Annual Report”) and presented the Annual Report to the Board of the District; and

**WHEREAS**, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the attached annual report of the goals, objectives and performance measures and standards.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SEBASTIAN RIVER IMPROVEMENT COMMUNITY DEVELOPMENT DISTRICT, THAT:**

**SECTION 1.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** The District Board of Supervisors hereby adopts the Annual Report regarding the District’s success or failure in achieving the adopted goals and objectives and directs the District Manager to take all necessary actions to comply with Section 189.0694, Florida Statutes.

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of December, 2025.

**ATTEST:**

**SEBASTIAN RIVER IMPROVEMENT  
DISTRICT**

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Secretary/Assistant Secretary

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Chairman, Board of Supervisors

**Exhibit A:** Annual Report of Performance Measures/Standards

## Exhibit A

**Program/Activity: District Administration**

**Goal:** Remain compliant with Florida Law for all district meetings

**Objectives:**

- Notice all District regular, special, and public hearing meetings
- Conduct all post-meeting activities
- District records retained in compliance with Florida Sunshine Laws

**Performance Measures:**

- All Meetings publicly noticed as required (**YES**)
- Meeting minutes and post-meeting action completed (**YES**)
- District records retained as required by law (**YES**)

**Program/Activity: District Finance**

**Goal:** Remain Compliant with Florida Law for all district financing activities

**Objectives:**

- District adopted fiscal year budget
- District amended budget at end of fiscal year
- Process all District finance accounts receivable and payable
- Support District annual financial audit activities

**Performance Measures:**

- District adopted fiscal year budget (**YES**)
- District amended budget at end of fiscal year (**YES**)
- District accounts receivable/payable processed for the year (**YES**)
- “No findings” for annual financial audit (**NO**)
  - If “yes” explain

**Program/Activity: District Operations**

**Goal:** Insure, Operate and Maintain District owned Infrastructure & assets

**Objectives:**

- Annual renewal of District insurance policy(s)
- Contracted Services for District operations in effect
- Compliance with all required permits

**Performance Measures:**

- District insurance renewed and in force (**YES**)
- Contracted Services in force for all District operations (**YES**)
- Permits in compliance (**YES**)

←

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

Date of Application: \_\_\_\_\_

Application Number: \_\_\_\_\_

A. Application Information:

LIBERTY PARK

Name: Ryall Acquisition Group, LLC

Address: 1848 Wilbur Avenue

Vero Beach, Florida 32960

ATTN: Chad A. Kelly, Manager

Contact Number(s) (772) 473-9791

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):

- |                                                                       |                        |
|-----------------------------------------------------------------------|------------------------|
| <input checked="" type="checkbox"/> Culvert Connection to SRID System | Up to \$ 200.00*       |
| <input type="checkbox"/> Pump Connection to SRID System               | Up to \$ 300.00*       |
| For Crossing of SRID System and/or Water Storage:                     |                        |
| <input checked="" type="checkbox"/> Culvert and/or Control Structure  | Up to \$ 500.00*       |
| <input type="checkbox"/> 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.**

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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 R13-E Ditch Extension (East of 66<sup>th</sup> Ave); R13-E Drainage Connection: Basin N-1, Basin N-2, Basin N-3, Basin East-N2, Basin S-1; R13-E Culvert Installation: 74<sup>th</sup> Ave, Independence Dr, 70<sup>th</sup> Ave, Sousa Ave; R14-E Culvert Connection: 81<sup>st</sup> St Ditch Bypass  
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: April 2025

Estimated date of Project Completion: April 2026

**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 Engineer (Carter Associates) office prior to commencement and upon completion of all project activities. **Office Telephone: (772) 562-4191**
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.



**SPECIAL CONDITIONS**  
**SEBASTIAN RIVER IMPROVEMENT DISTRICT**

**PERMIT # \_\_\_\_\_**

**PROJECT: LIBERTY PARK PHASE 2A & 2B**  
**SOUTH SIDE OF CR510 - EAST AND WEST OF 66<sup>TH</sup> AVENUE**

**DATE OF APPROVAL TO BE BASED ON THE SRID BOARD APPROVAL DATE**

1. This permit is issued based on the Masteller & Moler, Inc. construction plans for Phases 2A and 2B with a revision date of 7/28/2025, (pages 1-5, 6A-6D, 21-33, 33A, 34-46, 47, and 55-57), dated, signed, and sealed by Stephen E. Moler, PE on 10/14/2025; the Masteller & Moler, Inc. master stormwater management report dated, signed, and sealed by Stephen E. Moler, PE on 10/14/2025; and the additional 2" limitation discharge computations dated, signed, and sealed on 10/02/2025.
2. The Master Stormwater System plans with a revision date of 7/7/2025, dated, signed, and sealed by Steve Moler on 10/14/2025 are part of this approval, particularly the Phasing plan on Sheet 7. This phasing plan describes the limits of the previously approved Phase 1A, the Phase 2A & 2B (approved under this permit), and the future Phase 3 & 4 (construction plans are currently unapproved).
3. During construction drainage for the SRID landowners upstream must be maintained.
4. Grade the SRID berm(s) to slope away from the top of the canal side slope. This construction requirement is to minimize canal side slope erosion.
5. Various Drainage Easement are depicted on the plans and shall be recorded before the stormwater system is placed into service.
6. The Engineer of Record will schedule a pre-construction meeting with the Contractor and an SRID representative prior the start of construction.
7. As-built plans shall be performed by a Florida Registered Surveyor and Mapper and furnished to the District within 30 days of the completion of the project.



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.  
SECRETARY

December 11, 2025

Sebastian River Improvement District  
f/k/a Sebastian River Water Control District  
f/k/a Sebastian River Drainage District, a  
Water Control District  
Attn: B. Frank Sakuma, Jr., District Manager  
2501A Burns Rd.  
Palm Beach Gardens, FL 33410

**SUBJECT: Acquisition Purchase Offer Package**  
Item/Segment No.: 2308793  
County Road No.: 609 (82<sup>nd</sup> Avenue/Ranch Road)  
County: Indian River  
Parcel No.: 121/702

Dear Mr. Sakuma:

The Florida Department of Transportation (Department) requires property owned by you for the necessary road improvements planned for the above-referenced project. The Department has hired a private real estate appraiser, who has completed extensive market research and has appraised this property to determine its fair market value. After a thorough review by the Department's Review Appraiser, I am authorized to offer you, on behalf of the Department, \$1,561,100.00 for Parcel 121 and \$300.00 for Parcel 702 as just and full compensation for the property described herein on the documents enclosed.

Enclosed and listed below is a pamphlet and a number of documents summarized as follows:

1. The Real Estate Acquisition Process Pamphlet: Explains the rights and benefits to which you are entitled under the Department's real estate acquisition process.
2. Notice to Owner: Explains your rights and options and the process we must follow by law in acquiring your property.
3. Questionnaire: Please complete this form so we can confirm the information we have is accurate.
4. Right of Way Map and Legal Description: Description of the property being acquired by the Department identifying and delineating the areas being acquired.
5. Representative Authorization: After the initial offer to purchase, if you prefer that we communicate directly with your attorney, this form allows us to do so.

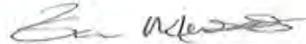
[www.fdot.gov](http://www.fdot.gov) | [www.d4fdot.com](http://www.d4fdot.com)

6. Request for Taxpayer Identification Number: The Internal Revenue Service and the State Comptroller require either the property owner's Federal Tax Identification or Social Security number for reporting purposes.
7. Donation Letter (2): The Department requests that your consideration be given to donating the subject property.
8. Statement of Offer (2): States the Department's offer of just compensation based on Fair Market Value of the property.
9. Purchase Agreement (2): After your review of the enclosed information, if you decide to accept the Department's offer, please sign, date and return this form to me. Your signature on the Purchase Agreement will allow me to begin the process of check ordering, scheduling of real estate closing, etc.
10. Request for Appraisal: Once the Department receives written confirmation of your request for a copy of the Department's appraisal report, it will be provided.

After review of the enclosed documents, if you are in agreement, please execute the Purchase Agreements and Request for Taxpayer Identification Number and return the documents to our office. We sincerely believe that we can reach an amicable and mutually satisfactory agreement and look forward to hearing from you in the near future.

If you have any questions regarding any of the procedures stated earlier or the documents enclosed, please call me at (321) 208-5272 or [zabrina@americanacquisition.com](mailto:zabrina@americanacquisition.com).

Sincerely,



Zabrina Meneses  
Consultant Right of Way Agent

Delivered by: USPS Certified Mail No. 9589 0710 57 2249 4276 21 Date: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Enclosure(s)

Copy:           Records Management  
                  Agent File



**ACQUISITION  
PROCESS**

The rights explained in this pamphlet are derived from Chapter 73, Florida Statutes. The relevant portions of Chapter 73 concerning the real estate acquisition process of real property are provided for your information at [www.FDOT.gov](http://www.FDOT.gov).

Effective: October 13, 2017

The Florida Department of Transportation's (FDOT) mission is to provide a safe transportation system that ensures the mobility of people and goods, enhances economic prosperity and preserves the quality of our environment and communities.

To accomplish our mission, sometimes it is necessary for us to acquire private property. Because you are the owner of property that will be needed for a transportation facility, we have prepared this pamphlet to briefly explain our acquisition process as well as your rights and options.

**PROPERTY/PROJECT INFORMATION LETTER**



We will provide a letter that includes information about the property we are seeking to acquire, no later than the time we make you a written offer to purchase your property. This letter will explain the nature of the transportation project and will describe the portion of your property we need to acquire.

We will also provide a point of contact for you located within the Office of Right of Way.

**PROPERTY APPRAISAL**

Prior to making an offer to purchase your property, a real estate appraiser or other real estate expert will contact you to arrange an onsite inspection of the property.

We encourage you to be present during the inspection and to provide any information which might affect the value of your property. Should you choose to obtain your own appraisal and share this opinion with us, the opinion will be considered during the negotiation process. Additionally, FDOT will reimburse you for reasonable costs of obtaining real estate appraisers or other experts' services to assist you with assessing the value of the property we are acquiring.



**OFFER TO PURCHASE**

Our offer to purchase your property will be made in writing to you either in person or by certified mail and will not be less than the amount we have determined to be the fair market value of the property.



After you have reviewed our offer, you may choose to make a counteroffer. If you do so, we will consider your counteroffer and will seek to arrive at a mutually agreeable purchase price.

**OWNER REPRESENTATIVE & CONDEMNATION**

You may designate someone to represent you during negotiations and we will work with your representative to resolve any issues. If you choose to be represented by an attorney licensed to practice law in Florida, you will be reimbursed for reasonable fees paid to the attorney. However, the amount of fees paid by FDOT may be limited by law.

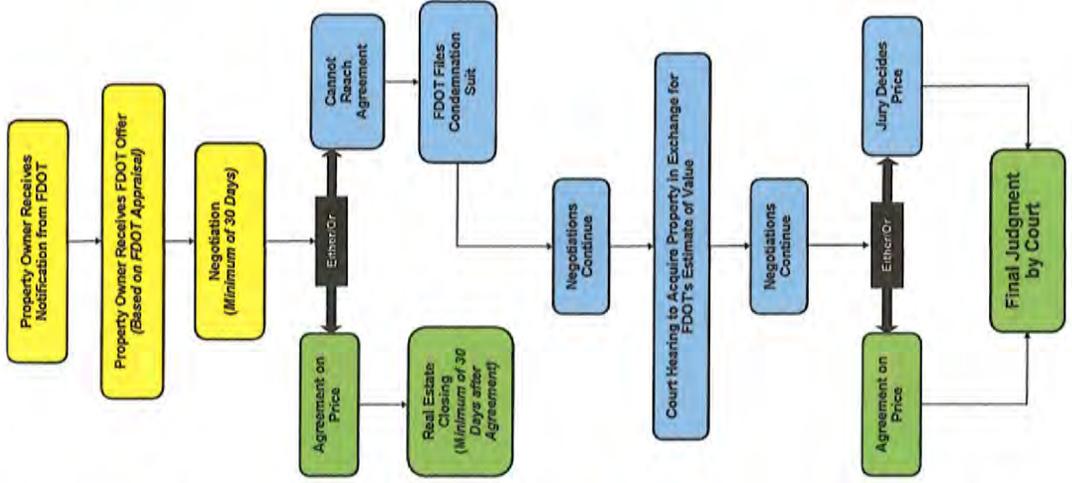
If we are unable to reach a mutually agreeable purchase price, we may choose to file a condemnation action, which will not occur less than 30 days from the date we make our written offer to purchase. But, FDOT will continue to negotiate with you or your representative throughout the litigation process.

**FDOT CONTACT INFORMATION**

If you would like copies of the appraisal, right of way maps or construction plans, we will provide the documents within 15 days of your request. However, some of the documents may not be complete at the time of your request, but we will either inform you of when we will provide the completed version of the requested information or provide you the most recent information available.

Please feel free to contact us if you have additional questions or if you need more information about the project or the acquisition process.

DISTRICT	COUNTIES IN THE DISTRICT	TELEPHONE #
1	Charlotte, Collier, DeSoto, Glades, Hardee, Hendry, Highlands, Lee, Manatee, Okaloosa, Polk & Sarasota	(853) 519-2401
2	Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Gilchrist, Hamilton, Lafayette, Levy, Madison, Nassau, Putnam, Suwannee, St. Johns, Taylor & Union.	(386) 758-3743
3	Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Washulla, Walton & Washington	(850) 330-1250
4	Broward, Palm Beach, Martin, St. Lucie & Indian River	(954) 777-4242
5	Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter & Volusia	(386) 943-5087
6	Miami-Dade & Monroe	(305) 470-5150
7	Citrus, Hernando, Hillsborough, Pasco & Pinellas	(813) 975-6722
Tampa Bay	Any county on Florida's Tampa Bay	(407) 264-3436





**PROCESO DE ADQUISICIÓN**

Los derechos explicados en este panfleto se derivan del Capítulo 73 de los Estatutos de Florida. Las porciones relevantes del Capítulo 73 concernientes al proceso de adquisición de inmuebles son suministradas para su información en [www.FDOT.gov](http://www.FDOT.gov).

La misión del Departamento de Transporte de Florida (FDOT) es proporcionar un sistema de transporte seguro que garantice la movilidad de las personas y los bienes, mejore la prosperidad económica y preserve la calidad de nuestro medio ambiente y nuestras comunidades.

A fin de cumplir con nuestra misión, en ocasiones nos vemos en la necesidad de adquirir propiedad privada. Puesto que usted es dueño de una propiedad que se necesitará para una vía de transporte, hemos preparado este panfleto en el que se explica brevemente nuestro proceso de adquisición, así como sus derechos y opciones.

**CARTA INFORMATIVA SOBRE LA PROPIEDAD Y EL PROYECTO**



Enviaremos una carta que incluirá información sobre la propiedad que planeamos adquirir, no más tarde que el tiempo en que le hagamos una oferta por escrito para comprar su propiedad. En esta carta se explicará la naturaleza del proyecto de transporte y se describirá la porción de su propiedad que necesitaremos adquirir.

Asimismo le proporcionaremos un punto de contacto que esté ubicado dentro de la oficina de servidumbre de paso (Office of Right of Way).

**AVALÚO DE LA PROPIEDAD**

Antes de hacerle una oferta de compra de su propiedad, un (tasador) u otro experto en bienes y raíces se pondrá en contacto con usted para acordar una inspección en persona de la propiedad.

Le aconsejamos que esté presente durante la inspección y proporcione cualquier información que pudiera afectar el valor de su propiedad. En caso de que usted decida obtener nosotros, esta será tomada en cuenta durante el proceso de negociación. Adicionalmente, el FDOT le reembolsará el costo razonable de obtención de la tasación o servicios de otros expertos que le ayuden a determinar el valor de la propiedad que estamos adquiriendo.



**OFERTA DE COMPRA**

Le haremos nuestra oferta de compra de su propiedad por escrito, ya sea en persona o mediante correo certificado, y no por una suma menor a la que hayamos determinado como el valor de mercado justo de la propiedad.



Una vez que usted haya revisado nuestra oferta, puede optar por hacernos una contraoferta. Si así lo hiciera, someteremos su contraoferta a consideración y buscaremos llegar a un precio de compra de mutuo acuerdo.

**REPRESENTANTE DEL PROPIETARIO Y EXPROPIACIÓN FORZOSA**

Usted puede designar a otra persona para que lo represente durante las negociaciones y trabajaremos con su representante para resolver cualquier problema. Si usted decidiera ser representado por un abogado con licencia para ejercer derecho en el estado de Florida, se le reembolsarán los honorarios razonables que usted le pague al abogado. No obstante, la suma de los honorarios pagados por el FDOT podría estar limitada por las leyes.

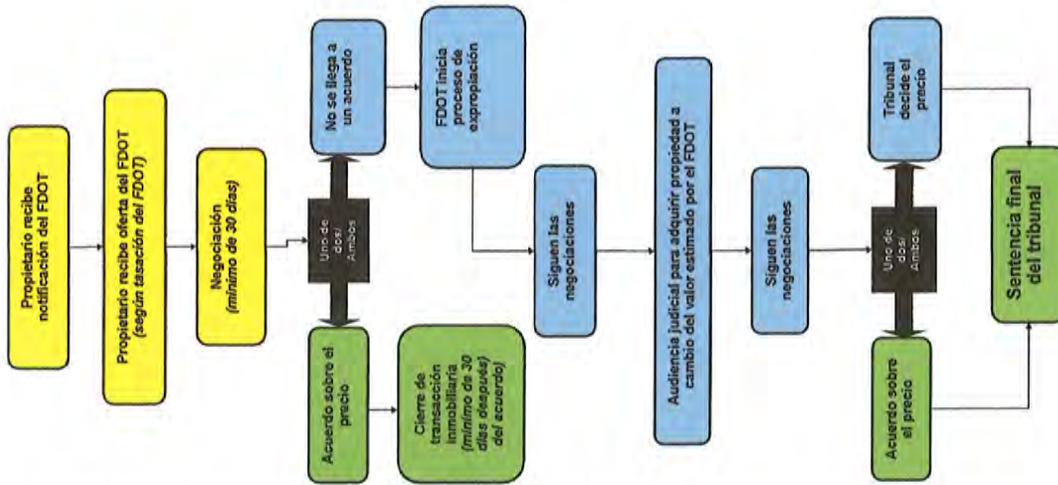
En caso de que no llegáramos a un acuerdo mutuo sobre el precio de compra, podríamos decidir iniciar un proceso de expropiación, lo cual no ocurrirá antes de 30 días a partir de la fecha en que le hagamos nuestra oferta de compra por escrito. Sin embargo, el FDOT seguirá negociando con usted o su representante durante todo el proceso de litigio.

**INFORMACIÓN DE CONTACTO DEL FDOT**

Si deseara tener copias del avalúo, mapas de servidumbre de paso de vía o los planos de construcción, podemos ofrecerle estos documentos en un lapso de 15 días a partir de la fecha de solicitud. Sin embargo, es posible que algunos de estos documentos no estén listos al momento de su solicitud, por lo que le informaremos la fecha en que le enviaremos la versión completa de la información solicitada o le suministramos la información más actualizada que tengamos al alcance.

No dude en contactarnos si tiene preguntas adicionales o necesita más información sobre el proyecto o el proceso de adquisición.

DISTRICTO	COORDINADOR EN EL DISTRITO	NÚMERO DE TELÉFONO
1	Charlotte, Collier, DeSoto, Glades, Hardee, Hendry, Highlands, Lee, Manatee, Oklawaha, Polk y Sarasota	(888) 519-2401
2	Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Gloriot, Hamilton, Lafayette, Levy, Madison, Nassau, Putnam, Suwannee, St. Johns, Taylor y Union	(386) 758-3743
3	Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton y Washington	(850) 330-1250
4	Broward, Palm Beach, Martin, St. Lucie y Indian River	(954) 777-4242
5	Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter y Volusia	(386) 943-5097
6	Miami-Dade y Monroe	(305) 470-5160
7	Citrus, Hernando, Hillsborough, Pasco y Pinellas	(813) 975-6722
Tumpane	Cualquier condado en la Tumpane de Florida	(407) 264-3436



Item/Segment No.: 2308793  
Managing District: 4  
County Road No.: 609  
(82<sup>nd</sup> Avenue/Ranch Rd)  
County: Indian River  
Parcel No.: 121/702

RECEIPT FOR:



**ACQUISITION  
PROCESS**



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To accomplish our mission, sometimes it is necessary for us to acquire private property. Because you are the owner of property that will be needed for a transportation facility, we have prepared this pamphlet to briefly explain our acquisition process as well as your rights and options.

Receipt Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_

Delivered By: USPS Certified Mail Return Receipt  
No. 9589 0710 5270 2249 4276 21 Date: \_\_\_\_\_

Select Year: 2024 

## The 2024 Florida Statutes (including 2025 Special Session C)

Title VI  
CIVIL PRACTICE AND PROCEDURE

Chapter 73  
EMINENT DOMAIN

[View Entire Chapter](#)

CHAPTER 73  
EMINENT DOMAIN

- 73.012 Procedure.
- 73.013 Conveyance of property taken by eminent domain; preservation of government entity communications services eminent domain limitation; exception to restrictions on power of eminent domain.
- 73.014 Taking property to eliminate nuisance, slum, or blight conditions prohibited.
- 73.015 Pre-suit negotiation.
- 73.0155 Confidentiality; business information provided to a governmental condemning authority.
- 73.021 Petition; contents.
- 73.031 Process; service and publication.
- 73.032 Offer of judgment.
- 73.041 Acquiring or perfecting title after appropriation.
- 73.051 Returns; defaults.
- 73.0511 Prelitigation notice.
- 73.061 Pretrial hearing.
- 73.071 Jury trial; compensation; severance damages; business damages.
- 73.0715 Valuation of electric utility property.
- 73.072 Mobile home parks; compensation for permanent improvements by mobile home owners.
- 73.073 Eminent domain procedure with respect to condominium common elements.
- 73.081 Form of verdict.
- 73.091 Costs of the proceedings.
- 73.092 Attorney's fees.
- 73.101 Form of judgment.
- 73.111 Deposit and possession.
- 73.121 Writs of assistance and possession.
- 73.131 Appeals; costs.

73.141 Payment.

73.151 Railroads and canal companies.

73.161 Right-of-way for telephone and telegraph over railroad right-of-way.

**73.012 Procedure.**—Actions in eminent domain shall be governed by the rules of civil procedure and the appellate rules unless otherwise provided by this chapter.

History.—s. 1, ch. 65-369.

**73.013 Conveyance of property taken by eminent domain; preservation of government entity communications services eminent domain limitation; exception to restrictions on power of eminent domain.**—

- (1) Notwithstanding any other provision of law, including any charter provision, ordinance, statute, or special law, if the state, any political subdivision as defined in s. 1.01(8), or any other entity to which the power of eminent domain is delegated files a petition of condemnation on or after the effective date of this section regarding a parcel of real property in this state, ownership or control of property acquired pursuant to such petition may not be conveyed by the condemning authority or any other entity to a natural person or private entity, by lease or otherwise, except that ownership or control of property acquired pursuant to such petition may be conveyed, by lease or otherwise, to a natural person or private entity:
  - (a) For use in providing common carrier services or systems;
  - (b)1. For use as a road or other right-of-way or means that is open to the public for transportation, whether at no charge or by toll;
  2. For use in the provision of transportation-related services, business opportunities, and products pursuant to s. 338.234, on a toll road;
  - (c) That is a public or private utility for use in providing electricity services or systems, natural or manufactured gas services or systems, water and wastewater services or systems, stormwater or runoff services or systems, sewer services or systems, pipeline facilities, telephone services or systems, or similar services or systems;
  - (d) For use in providing public infrastructure;
  - (e) That occupies, pursuant to a lease, an incidental part of a public property or a public facility for the purpose of providing goods or services to the public;
  - (f) Without restriction, after public notice and competitive bidding unless otherwise provided by general law, if less than 10 years have elapsed since the condemning authority acquired title to the property and the following conditions are met:
    1. The condemning authority or governmental entity holding title to the property documents that the property is no longer needed for the use or purpose for which it was acquired by the condemning authority or for which it was transferred to the current titleholder; and
    2. The owner from whom the property was taken by eminent domain is given the opportunity to repurchase the property at the price that he or she received from the condemning authority;
  - (g) After public notice and competitive bidding unless otherwise provided by general law, if the property was owned and controlled by the condemning authority or a governmental entity for at least 10 years after the condemning authority acquired title to the property; or
  - (h) In accordance with subsection (2).
- (2)(a) If ownership of property is conveyed to a natural person or private entity pursuant to paragraph (1)(a), paragraph (1)(b), paragraph (1)(c), paragraph (1)(d), or paragraph (1)(e), and at least 10 years have elapsed since the condemning authority acquired title to the property, the property may subsequently be transferred, after public notice and competitive bidding unless otherwise provided by general law, to another natural person or private entity without restriction.

(b) If ownership of property is conveyed to a natural person or private entity pursuant to paragraph (1)(a), paragraph (1)(b), paragraph (1)(c), paragraph (1)(d), or paragraph (1)(e), and less than 10 years have elapsed since the condemning authority acquired title to the property, the property may be transferred, after public notice and competitive bidding unless otherwise provided by general law, to another natural person or private entity without restriction, if the following conditions are met:

1. The current titleholder documents that the property is no longer needed for the use or purpose for which the property was transferred to the current titleholder; and
2. The owner from whom the property was taken by eminent domain is given the opportunity to repurchase the property at the price that he or she received from the condemning authority.
- (3) This section does not affect the limitation on a government entity's powers of eminent domain contained in s. 350.81(2)(j).
- (4) The power of eminent domain shall be restricted as provided in this chapter and chapters 127, 163, and 166, except when the owner of a property relinquishes the property and concedes to the taking of the property in order to retain the ability to reinvest the proceeds of the sale of the property in replacement property under s. 1033 of the Internal Revenue Code.

History.—s. 1, ch. 2006-11.

#### **73.014 Taking property to eliminate nuisance, slum, or blight conditions prohibited.—**

(1) Notwithstanding any other provision of law, including any charter provision, ordinance, statute, or special law, the state, any political subdivision as defined in s. 1.01(8), or any other entity to which the power of eminent domain is delegated may not exercise the power of eminent domain to take private property for the purpose of abating or eliminating a public nuisance. Notwithstanding any other provision of law, including any charter provision, ordinance, statute, or special law, abating or eliminating a public nuisance is not a valid public purpose or use for which private property may be taken by eminent domain and does not satisfy the public purpose requirement of s. 6(a), Art. X of the State Constitution. This subsection does not diminish the power of counties or municipalities to adopt or enforce county or municipal ordinances related to code enforcement or the elimination of public nuisances to the extent such ordinances do not authorize the taking of private property by eminent domain.

(2) Notwithstanding any other provision of law, including any charter provision, ordinance, statute, or special law, the state, any political subdivision as defined in s. 1.01(8), or any other entity to which the power of eminent domain is delegated may not exercise the power of eminent domain to take private property for the purpose of preventing or eliminating slum or blight conditions. Notwithstanding any other provision of law, including any charter provision, ordinance, statute, or special law, taking private property for the purpose of preventing or eliminating slum or blight conditions is not a valid public purpose or use for which private property may be taken by eminent domain and does not satisfy the public purpose requirement of s. 6(a), Art. X of the State Constitution.

History.—s. 2, ch. 2006-11.

#### **73.015 Presuit negotiation.—**

(1) Before an eminent domain proceeding is brought under this chapter or chapter 74, the condemning authority must attempt to negotiate in good faith with the fee owner of the parcel to be acquired, must provide the fee owner with a written offer and, if requested, a copy of the appraisal upon which the offer is based, and must attempt to reach an agreement regarding the amount of compensation to be paid for the parcel.

(a) No later than the time the initial written or oral offer of compensation for acquisition is made to the fee owner, the condemning authority must notify the fee owner of the following:

1. That all or a portion of his or her property is necessary for a project.
2. The nature of the project for which the parcel is considered necessary, and the parcel designation of the property to be acquired.

3. That, within 15 business days after receipt of a request by the fee owner, the condemning authority will provide a copy of the appraisal report upon which the offer to the fee owner is based; copies, to the extent prepared, of the right-of-way maps or other documents that depict the proposed taking; and copies, to the extent prepared, of the construction plans that depict project improvements to be constructed on the property taken and improvements to be constructed adjacent to the remaining property, including, but not limited to, plan, profile, cross-section, drainage, and pavement marking sheets, and driveway connection detail. The condemning authority shall provide any additional plan sheets within 15 days of request.
4. The fee owner's statutory rights under ss. 73.091 and 73.092, or alternatively provide copies of these provisions of law.
5. The fee owner's rights and responsibilities under paragraphs (b) and (c) and subsection (4), or alternatively provide copies of these provisions of law.
  - (b) The condemning authority must provide a written offer of compensation to the fee owner as to the value of the property sought to be appropriated and, where less than the entire property is sought to be appropriated, any damages to the remainder caused by the taking. The owner must be given at least 30 days after either receipt of the notice or the date the notice is returned as undeliverable by the postal authorities to respond to the offer, before the condemning authority files a condemnation proceeding for the parcel identified in the offer.
  - (c) The notice and written offer must be sent by certified mail, return receipt requested, to the fee owner's last known address listed on the county ad valorem tax roll. Alternatively, the notice and written offer may be personally delivered to the fee owner of the property. If there is more than one owner of a property, notice to one owner constitutes notice to all owners of the property. The return of the notice as undeliverable by the postal authorities constitutes compliance with this provision. The condemning authority is not required to give notice or a written offer to a person who acquires title to the property after the notice required by this section has been given.
  - (d) Notwithstanding this subsection, with respect to lands acquired under s. 253.025, the condemning authority is not required to give the fee owner the current appraisal before executing an option contract.
- (2) Before an eminent domain proceeding is brought under this chapter or chapter 74 by the Department of Transportation or by a county, municipality, board, district, or other public body for the condemnation of right-of-way, the condemning authority must make a good faith effort to notify the business owners, including lessees, who operate a business located on the property to be acquired.
  - (a) The condemning authority must notify the business owner of the following:
    1. That all or a portion of his or her property is necessary for a project.
    2. The nature of the project for which the parcel is considered necessary, and the parcel designation of the property to be acquired.
    3. That, within 15 business days after receipt of a request by the business owner, the condemning authority will provide a copy of the appraisal report upon which the offer to the fee owner is based; copies, to the extent prepared, of the right-of-way maps or other documents that depict the proposed taking; and copies, to the extent prepared, of the construction plans that depict project improvements to be constructed on the property taken and improvements to be constructed adjacent to the remaining property, including, but not limited to, plan, profile, cross-section, drainage, pavement marking sheets, and driveway connection detail. The condemning authority shall provide any additional plan sheets within 15 days of request.
  4. The business owner's statutory rights under ss. 73.071, 73.091, and 73.092.
  5. The business owner's rights and responsibilities under paragraphs (b) and (c) and subsection (4).
- (b) The notice must be made subsequent to or concurrent with the condemning authority's making the written offer of compensation to the fee owner pursuant to subsection (1). The notice must be sent by certified mail, return receipt requested, to the address of the registered agent for the business located on the property to be acquired, or if no agent is registered, by certified mail or personal delivery to the address of the business located on the property to be acquired. Notice to one owner of a multiple ownership business constitutes notice to all business owners of that business. The return of the notice as undeliverable by the postal authorities constitutes compliance with these provisions. The condemning authority is not required to

give notice to a person who acquires an interest in the business after the notice required by this section has been given. Once notice has been made to business owners under this subsection, the condemning authority may file a condemnation proceeding pursuant to chapter 73 or chapter 74 for the property identified in the notice.

(c) If the business qualifies for business damages pursuant to s. 73.071(3)(b) and the business intends to claim business damages, the business owner must, within 180 days after either receipt of the notice or the date the notice is returned as undeliverable by the postal authorities, or at a later time mutually agreed to by the condemning authority and the business owner, submit to the condemning authority a good faith written offer to settle any claims of business damage. The written offer must be sent to the condemning authority by certified mail, return receipt requested. Absent a showing of a good faith justification for the failure to submit a business damage offer within 180 days, the court must strike the business owner's claim for business damages in any condemnation proceeding. If the court finds that the business owner has made a showing of a good faith justification for the failure to timely submit a business damage offer, the court shall grant the business owner up to 180 days within which to submit a business damage offer, which the condemning authority must respond to within 120 days.

1. The business damage offer must include an explanation of the nature, extent, and monetary amount of such damage and must be prepared by the owner, a certified public accountant, or a business damage expert familiar with the nature of the operations of the owner's business. The business owner shall also provide to the condemning authority copies of the owner's business records that substantiate the good faith offer to settle the business damage claim. If additional information is needed beyond data that may be obtained from business records existing at the time of the offer, the business owner and condemning authority may agree on a schedule for the submission of such information.

2. As used in this paragraph, the term "business records" includes, but is not limited to, copies of federal income tax returns, federal income tax withholding statements, federal miscellaneous income tax statements, state sales tax returns, balance sheets, profit and loss statements, and state corporate income tax returns for the 5 years preceding notification which are attributable to the business operation on the property to be acquired, and other records relied upon by the business owner that substantiate the business damage claim.

(d) Within 120 days after receipt of the good faith business damage offer and accompanying business records, the condemning authority must, by certified mail, accept or reject the business owner's offer or make a counteroffer. Failure of the condemning authority to respond to the business damage offer, or rejection thereof pursuant to this section, must be deemed to be a counteroffer of zero dollars for purposes of subsequent application of s. 73.092(1).

(3) At any time in the presuit negotiation process, the parties may agree to submit the compensation or business damage claims to nonbinding mediation. The parties shall agree upon a mediator certified under s. 44.102. In the event that there is a settlement reached as a result of mediation or other mutually acceptable dispute resolution procedure, the agreement reached shall be in writing. The written agreement provided for in this section shall incorporate by reference the right-of-way maps, construction plans, or other documents related to the taking upon which the settlement is based. In the event of a settlement, both parties shall have the same legal rights that would have been available under law if the matter had been resolved through eminent domain proceedings in circuit court with the maps, plans, or other documents having been made a part of the record.

(4) If a settlement is reached between the condemning authority and a property or business owner prior to a lawsuit being filed, the property or business owner who settles compensation claims in lieu of condemnation shall be entitled to recover costs in the same manner as provided in s. 73.091 and attorney's fees in the same manner as provided in s. 73.092, more specifically as follows:

(a) Attorney's fees for presuit negotiations under this section regarding the amount of compensation to be paid for the land, severance damages, and improvements must be calculated in the same manner as provided in s. 73.092(1) unless the parties otherwise agree.

(b) If business damages are recovered by the business owner based on the condemning authority accepting the business owner's initial offer or the business owner accepting the condemning authority's initial counteroffer, attorney's fees must be calculated in accordance with s. 73.092(2), (3), (4), and

(5) for the attorney's time incurred in presentation of the business owner's good faith offer under paragraph (2)(c). Otherwise, attorney's fees for the award of business damages must be calculated as provided in s. 73.092(1), based on the difference between the final judgment or settlement of business damages and the counteroffer to the business owner's offer by the condemning authority.

- (c) Presuit costs must be presented, calculated, and awarded in the same manner as provided in s. 73.091, after submission by the business or property owner to the condemning authority of all appraisal reports, business damage reports, or other work products for which recovery is sought, and upon transfer of title of the real property by closing, upon payment of any amounts due for business damages, or upon final judgment.
- (d) If the parties cannot agree on the amount of costs and attorney's fees to be paid by the condemning authority, the business or property owner may file a complaint in the circuit court in the county in which the property is located to recover attorney's fees and costs.

This shall only apply when the action is by the Department of Transportation, county, municipality, board, district, or other public body for the condemnation of a road right-of-way.

(5) Evidence of negotiations or of any written or oral statements used in mediation or negotiations between the parties under this section is inadmissible in any condemnation proceeding, except in a proceeding to determine reasonable costs and attorney's fees.

History.—s. 57, ch. 99-385; s. 8, ch. 2001-256; s. 28, ch. 2016-233; s. 14, ch. 2020-2.

#### **73.0155 Confidentiality; business information provided to a governmental condemning authority.—**

- (1) The following business information provided by the owner of a business to a governmental condemning authority as part of an offer of business damages under s. 73.015 is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution if the owner requests in writing that the business information be held confidential and exempt:
- (a) Federal tax returns or tax information confidential under 26 U.S.C. s. 6103.
  - (b) State tax returns or tax information confidential under s. 213.053.
  - (c) Balance sheets, profit-and-loss statements, cash-flow statements, inventory records, or customer lists or number of customers for a business operating on the parcel to be acquired.
  - (d) A franchise, distributorship, or lease agreement of which the business operating on the parcel to be acquired is the subject.
  - (e) Materials that relate to methods of manufacture or production, potential trade secrets, patentable material, or actual trade secrets as defined in s. 688.002.
  - (f) Other proprietary confidential business information related to the business operating on the parcel to be acquired, if the owner attests in writing to the governmental condemning authority that:
    - 1. The information is being relied upon to substantiate a claim for business damages under s. 73.015;
    - 2. The information has not otherwise been publicly disclosed;
    - 3. The information cannot be readily obtained by the public using alternative means;
    - 4. The information is used by the business to protect or further a business advantage over those who do not know or use the information; and
    - 5. The disclosure of the information would injure the business in the marketplace.
  - (2) An agency as defined in s. 119.011 may inspect and copy the confidential and exempt business information exclusively for the transaction of official business by, or on behalf of, an agency.
  - (3) This section does not prevent an agency from offering the confidential and exempt business information as evidence in a legal proceeding and does not prevent a court from determining whether to close a portion of a court record from subsequent public disclosure after trial in order to maintain

the confidentiality of that information.

(4) Any employee or agent of an agency receiving such confidential and exempt business information who willfully and knowingly violates this section commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

History.—s. 1, ch. 99-224; s. 1, ch. 2004-46; s. 1, ch. 2009-234.

**73.021 Petition; contents.**—Those having the right to exercise the power of eminent domain may file a petition therefor in the circuit court of the county wherein the property lies, which petition shall set forth:

(1) The authority under which and the public use or purpose for which the property is to be acquired, and that the property is necessary for that public use or purpose;

(2) A description identifying the property sought to be acquired. The petitioners may join in the same action all properties involved in a planned project whether in the same or different ownership, or whether or not the property is sought for the same use;

(3) The estate or interest in the property which the petitioner intends to acquire;

(4) The names, places of residence, legal disabilities, if any, and interests in the property of all owners, lessees, mortgagees, judgment creditors, and lienholders, so far as ascertainable by diligent search, and all unknown persons having an interest in the property when the petitioner has been unable to ascertain the identity of such persons by diligent search and inquiry. If any interest in the property, or lien thereon, belongs to the unsettled estate of a decedent, the executor or administrator shall be made a defendant without joining the devisee or heir; if a trust estate, the trustee shall be made a defendant without joining the cestui que trust. The court may appoint an administrator ad litem to represent the estate of a deceased person whose estate is not being administered, and a guardian ad litem for all defendants who are infants or are under other legal disabilities; and for defendants whose names or addresses are unknown. A copy of the order of appointment shall be served on the guardian ad litem at least 10 days before trial unless he or she has entered an appearance;

(5) Whether any mobile home is located on the property sought to be acquired and, if so, whether the removal of that mobile home will be required. If such removal shall be required, the petition shall name the owners of each such mobile home as defendants. This subsection shall not apply to any governmental authority exercising its power of eminent domain when reasonable relocation or removal expenses must be paid to mobile home owners under other provisions of law or agency rule applicable to such exercise of power;

(6) A statement that the petitioner has surveyed and located its line or area of construction, and intends in good faith to construct the project on or over the described property; and

(7) A demand for relief that the property be condemned and taken for the uses and purposes set forth in the petition, and that the interest sought be vested in the petitioner.

History.—s. 1, ch. 65-369; s. 2, ch. 77-51; s. 358, ch. 95-147; s. 3, ch. 2006-11.

**73.031 Process; service and publication.**—

(1) Upon the filing of the petition, the clerk of the court shall issue a summons to show cause why the property should not be taken, directed “to all whom it may concern,” containing the names of all the defendants named in the petition, commanding them and any other persons claiming any interest in the property described to serve written defenses to the petition on a day specified in the summons not less than 28 nor more than 60 days from the date of the summons. A copy of the summons and the petition shall be served upon all resident defendants in the manner provided by law and not less than 20 days before the return day.

(2) If any defendant is alleged to be a nonresident of the state, or if the name or residence of any defendant is alleged to be unknown, or if personal service cannot be had upon any defendant for any other reason, the clerk shall cause a notice to be published at least once each week for 2 consecutive

weeks prior to the return day in some newspaper published in the county; provided, however, that if the petitioner be a municipality and a newspaper is published therein, the notice shall be published in such a newspaper. This notice shall contain the names of the defendants to whom it is directed, a description of the property sought to be appropriated, the nature of the action, and the name of the court in which it is pending. The clerk shall mail a copy of the summons and the petition to each out-of-state defendant at the address as set forth in the petition. The clerk shall file a certificate of mailing which, together with proof of publication, shall constitute effective service as though the defendant had been personally served with process within this state.

(3) The failure of any party to receive notice by mail shall not invalidate the proceedings of the court or any order made pursuant to this chapter. History.—s. 1, ch. 65-369; s. 2, ch. 90-279; s. 359, ch. 95-147.

### **73.032 Offer of judgment.—**

(1) This section shall provide the exclusive offer of judgment provisions for eminent domain actions.

(2) The petitioner may serve a defendant with an offer of judgment no sooner than 120 days after the defendant has filed an answer and no later than 20 days prior to trial.

(3) A defendant may make an offer to have judgment entered against defendant for payment of compensation by petitioner only for an amount that is under \$100,000, and such offer may be served on petitioner no sooner than 120 days after the defendant has filed an answer and no later than 20 days prior to trial.

(4)(a) The offer of judgment must:

1. Be in writing;
2. Settle all pending claims with that party or parties exclusive of attorney's fees and costs;
3. State that the offer is made pursuant to this section;
4. Name the parties to whom the offer is made;
5. Briefly summarize any relevant conditions;
6. State the total amount of the offer; and
7. Include a certificate of service.

(b) The offer of judgment must be served in the same manner as other pleadings upon the parties to whom it is made, but may not be filed with the court unless it is accepted or unless filing is necessary to enforce this section.

(c) The offer of judgment shall be deemed rejected unless accepted by filing both a written acceptance and the written offer with the court within 30 days after service of the offer, or before the trial begins if less than 30 days. Upon proper filing of both the offer and acceptance, the court shall enter judgment thereon. A rejection of an offer terminates the offer.

(d) The party making the offer may withdraw the offer in a writing served on the opposing party before a written acceptance is filed with the court. Once withdrawn in this manner, an offer is void.

(e) An offer of judgment which is rejected or which is withdrawn does not preclude the making of a subsequent offer of judgment; however, any such subsequent offer of judgment shall automatically void the prior offer of judgment as if the same had never been made.

(5) If a defendant does not accept the offer of judgment made by the petitioner and the judgment obtained by the defendant, exclusive of any interest accumulated after the offer of judgment was initially made, is equal to or less than such offer, then the court shall not award any costs incurred by the defendant after the date the offer of judgment was rejected.

(6) If the petitioner rejects the offer of judgment made by defendant and the judgment obtained by defendant, exclusive of any interest accumulated after the offer of judgment was initially made, is equal to or is more than such offer, then the court shall award a reasonable attorney's fee to the defendant based on the factors set forth in s. 73.092(2) and (3).

(7) At the time an offer of judgment is made by the petitioner, the petitioner shall identify and make available to the defendant the construction plans, if any, for the project on which the offer is based.

(8) Evidence of an offer of judgment is admissible only in proceedings to enforce an accepted offer or to determine the costs to be awarded a defendant pursuant to subsection (5) or a reasonable attorney's fee pursuant to subsection (6).  
History.—s. 53, ch. 90-136; s. 2, ch. 90-303; s. 1, ch. 94-162.

**73.041 Acquiring or perfecting title after appropriation.**—In any instance, where the petitioner has not acquired the title to or a necessary interest in any lands which it is using, or if at any time after an attempt to acquire such title or interest, it is found to be defective, the petitioner may proceed under this chapter to acquire or perfect such title or interest; provided, however, that the compensation to be allowed the defendants shall be determined as of the date of appropriation.  
History.—s. 1, ch. 65-369.

**73.051 Returns; defaults.**—Any person interested in or having a lien upon the property, whether named as a defendant or not, may file his or her written defenses to the petition, as a matter of right, on or before the return date set in the notice or thereafter by leave of court. If a defendant does not file his or her defenses on or before the return date, defaults may be entered against the defendant, but nothing shall prevent any person who is shown by the record to be interested in the property from appearing before the jury to claim the amount of compensation that he or she conceives to be due for the property.

History.—s. 1, ch. 65-369; s. 1, ch. 70-285; s. 27, ch. 73-333; s. 360, ch. 95-147.

**73.0511 Prelitigation notice.**—Prior to instituting litigation, the condemning authority shall notify the fee owners of statutory rights under s. 73.091.

History.—s. 1, ch. 87-148.

**73.061 Pretrial hearing.**—

(1) Prior to the date of trial, the court may hold a hearing, in limine, to settle all disputed matters properly before it which must be determined prior to trial. Should it appear that the causes of action joined cannot be conveniently disposed of together, the court may order separate trials; provided, however, that any such actions shall be tried in the county in which the lands are located.

(2) The court in which an action in eminent domain is pending shall have jurisdiction and authority over any and all taxes and assessments encumbering the lands involved in such actions, and may stay or defer the enforcement of such taxes and assessments, including all applications for tax deeds, foreclosures and other enforcement proceedings, until final termination of such eminent domain actions. The said court may make such orders concerning such taxes and assessments as may be equitable and proper; provided, however, that ad valorem taxes levied upon any such lands shall be prorated against the owner to the date of taking.

History.—s. 1, ch. 65-369.

**73.071 Jury trial; compensation; severance damages; business damages.—**

- (1) When the action is at issue, and only upon notice and hearing to set the cause for trial, the court shall impanel a jury of 12 persons as soon as practical considering the reasonable necessities of the court and of the parties, and giving preference to the trial of eminent domain cases over other civil actions, and submit the issue of compensation to them for determination, which issue shall be tried in the same manner as other issues of fact are tried in the circuit courts.
- (2) The amount of such compensation shall be determined as of the date of trial, or the date upon which title passes, whichever shall occur first.
- (3) The jury shall determine solely the amount of compensation to be paid, which compensation shall include:
  - (a) The value of the property sought to be appropriated;
  - (b) Where less than the entire property is sought to be appropriated, any damages to the remainder caused by the taking, including, when the action is by the Department of Transportation, county, municipality, board, district or other public body for the condemnation of a right-of-way, and the effect of the taking of the property involved may damage or destroy an established business of more than 4 years' standing before January 1, 2005, or the effect of the taking of the property involved may damage or destroy an established business of more than 5 years' standing on or after January 1, 2005, owned by the party whose lands are being so taken, located upon adjoining lands owned or held by such party, the probable damages to such business which the denial of the use of the property so taken may reasonably cause; any person claiming the right to recover such special damages shall set forth in his or her written defenses the nature and extent of such damages; and
  - (c) Where the appropriation is of property upon which a mobile home, other than a travel trailer as defined in s. 320.01, is located, whether or not the owner of the mobile home is an owner or lessee of the property involved, and the effect of the taking of the property involved requires the relocation of such mobile home, the reasonable removal or relocation expenses incurred by such mobile home owner, not to exceed the replacement value of such mobile home. The compensation paid to a mobile home owner under this paragraph shall preclude an award to a mobile home park owner for such expenses of removal or relocation. Any mobile home owner claiming the right to such removal or relocation expenses shall set forth in his or her written defenses the nature and extent of such expenses. This paragraph shall not apply to any governmental authority exercising its power of eminent domain when reasonable removal or relocation expenses must be paid to mobile home owners under other provisions of law or agency rule applicable to such exercise of power.
- (4) When the action is by the Department of Transportation, county, municipality, board, district, or other public body for the condemnation of a road, canal, levee, or water control facility right-of-way, the enhancement, if any, in value of the remaining adjoining property of the defendant property owner by reason of the construction or improvement made or contemplated by the petitioner shall be offset against the damage, if any, resulting to such remaining adjoining property of the defendant property owner by reason of the construction or improvement. However, such enhancement in the value shall not be offset against the value of the property appropriated, and if such enhancement in value shall exceed the damage, if any, to the remaining adjoining property, there shall be no recovery over against such property owner for such excess.
- (5) Any increase or decrease in the value of any property to be acquired which occurs after the scope of the project for which the property is being acquired is known in the market, and which is solely a result of the knowledge of the project location, shall not be considered in arriving at the value of the property acquired. For the purpose of this section, the scope of the project for which the property is being acquired shall be presumed to be known in the market on or after the condemnor executes a resolution which depicts the location of the project.
- (6) The jury shall view the subject property upon demand by any party or by order of the court.
- (7) If the jury cannot agree on a verdict the court shall discharge them, impanel a new jury, and proceed with the trial.

History.—s. 1, ch. 65-369; ss. 23, 35, ch. 69-106; s. 1, ch. 70-283; s. 1, ch. 77-51; s. 19, ch. 79-400; s. 36, ch. 85-180; s. 361, ch. 95-147; ss. 58, 59, ch. 99-385; ss. 56, 57, ch. 2002-

**73.0715 Valuation of electric utility property.**—When any person having the right to exercise the power of eminent domain seeks the appropriation of property used for the generation, transmission, or distribution of electric energy, the jury shall determine solely the amount of compensation to be paid. Such compensation shall include the reproduction cost of the property sought to be appropriated less depreciation, together with going concern value, and, when less than the entire property is sought to be appropriated, any damages to the remainder caused by the taking. History.—s. 2, ch. 82-53.

**73.072 Mobile home parks; compensation for permanent improvements by mobile home owners.**—

(1) When all or a portion of a mobile home park as defined in s. 723.003 is appropriated under this chapter, the condemning authority shall separately determine the compensation for any permanent improvements made to each site. This compensation shall be awarded to the mobile home owner leasing the site if:

- (a) The effect of the taking includes a requirement that the mobile home owner remove or relocate his or her mobile home from the site;
  - (b) The mobile home owner currently leasing the site has paid for the permanent improvements to the site; and
  - (c) The value of the permanent improvements on the site exceeds \$1,000 as of the date of taking.
- (2) “Permanent improvement” means any addition or improvement to the site upon which a mobile home is located, which addition or improvement cannot be detached and removed from the site without destroying its practical utility at another site. If capable of removal to another site, compensation for the expense of removal and relocation shall be as provided by law.

(3) A mobile home owner who is the lessee of the site and is required to remove his or her mobile home as the result of a taking of all or a part of a mobile home park may petition to intervene as a party defendant in proceedings under this chapter, for purposes of asserting his or her right to the separate compensation to be determined and awarded under this section. Failure to intervene shall not constitute a waiver of the right of a mobile home owner to institute a separate action to recover from a mobile home park owner the compensation awarded to such park owner for the permanent improvements made by the mobile home owner to the site on which his or her mobile home is located. History.—s. 1, ch. 78-315; s. 4, ch. 84-80; s. 9, ch. 87-224; s. 362, ch. 95-147; s. 1, ch. 2015-90.

**73.073 Eminent domain procedure with respect to condominium common elements.**—

(1) Any other provision of this chapter or any other provision of the Florida Statutes to the contrary notwithstanding, the procedure for the exercise of eminent domain with respect to the taking of a portion of the common elements of a condominium shall comply with the provisions of this section.

(2) With respect to the exercise of eminent domain or a negotiated sale for the purchase or taking of a portion of the common elements of a condominium, the condemning authority shall have the responsibility of contacting the condominium association and acquiring the most recent rolls indicating the names of the unit owners or contacting the appropriate taxing authority to obtain the names of the owners of record on the tax rolls. Notification shall be sent by certified mail, return receipt requested, to the unit owners of record of the condominium units by the condemning authority indicating the intent to purchase or take the required property and requesting a response from the unit owner. The condemning authority shall be responsible for the expense of sending notification pursuant to this section. Such notice shall, at a minimum, include:

- (a) The name and address of the condemning authority.
- (b) A written or visual description of the property.
- (c) The public purpose for which the property is needed.
- (d) The appraisal value of the property.
- (e) A clear, concise statement relating to the unit owner’s right to object to the taking or appraisal value and the procedures and effects of exercising that right.

(f) A clear, concise statement relating to the power of the association to convey the property on behalf of the unit owners if no objection to the taking or appraisal value is raised, and the effects of this alternative on the unit owner.

(3) In the absence of a response by the unit owner within 30 days, the unit owner shall be deemed to have acquiesced to the association acting as the unit owner's representative in any subsequent proceeding relating to the parcel at issue. Unit owners who object to the purchase or taking or the appraisal of value within 30 days after the date the notice is received shall have all of their legal rights preserved with regard to the taking, the appraisal of value, and all other rights which appertain to unit ownership. Failure to raise an objection within the 30-day period shall only constitute an acquiescence by the unit owner to the association acting as the unit owner's representative in any subsequent proceeding relating to the parcel at issue and shall not affect any other rights of the unit owner. In the event that no unit owners shall so object, the condemning authority may rely upon a power of sale vested in the condominium association. The condemning authority shall only be required to name as defendants, should eminent domain proceedings be necessitated, the association and those owners of units which shall have objected to the taking or appraisal value within the 30-day period.

(4) It is the intent of the Legislature, through the adoption of this section, to provide a mechanism to either eliminate or minimize the necessity for naming individual unit owners in eminent domain proceedings for the acquisition of a portion of the common elements of a condominium and the necessity of incidental title searches and legal actions necessitated by naming multiple unit owners as defendants.

History.—s. 1, ch. 94-336; s. 9, ch. 2008-240; s. 1, ch. 2017-5.

**73.081 Form of verdict.**—The verdict of the jury shall state an accurate description of each parcel of the property sought to be appropriated and the amount to be paid therefor, together with any damage to the remainder caused by the taking and including business damages when allowable by statute. When severance damages, business damages, moving costs, separate compensation for permanent improvements made by a mobile home owner under s. 73.072, or other special damages are sought, the verdict shall state the amount of such damages separately from the amounts of other damages awarded.

History.—s. 1, ch. 65-369; s. 1, ch. 70-284; s. 2, ch. 78-315.

#### **73.091 Costs of the proceedings.**—

(1) The petitioner shall pay attorney's fees as provided in s. 73.092 as well as all reasonable costs incurred in the defense of the proceedings in the circuit court, including, but not limited to, reasonable appraisal fees and, when business damages are compensable, a reasonable accountant's fee, to be assessed by that court. No prejudgment interest shall be paid on costs or attorney's fees.

(2) At least 30 days prior to a hearing to assess costs under this section, the condemnee's attorney shall submit to the condemning authority for each expert witness complete time records and a detailed statement of services rendered by date, nature of services performed, time spent performing such services, and costs incurred, and a copy of any fee agreement which may exist between the expert and the condemnee or the condemnee's attorney.

(3) In assessing costs, the court shall consider all factors relevant to the reasonableness of the costs, including, but not limited to, the fees paid to similar experts retained in the case by the condemning authority or other parties and the reasonable costs of similar services by similarly qualified persons.

(4) In assessing costs to be paid by the petitioner, the court shall be guided by the amount the defendant would ordinarily have been expected to pay for the services rendered if the petitioner were not responsible for the costs.

(5) The court shall make specific findings that justify each sum awarded as an expert witness fee.

History.—s. 1, ch. 65-369; s. 2, ch. 87-148; s. 52, ch. 90-136; s. 1, ch. 90-303; s. 2, ch. 94-162; s. 60, ch. 99-385.

**73.092 Attorney's fees.—**

- (1) Except as otherwise provided in this section and s. 73.015, the court, in eminent domain proceedings, shall award attorney's fees based solely on the benefits achieved for the client.
  - (a) As used in this section, the term "benefits" means the difference, exclusive of interest, between the final judgment or settlement and the last written offer made by the condemning authority before the defendant hires an attorney. If no written offer is made by the condemning authority before the defendant hires an attorney, benefits must be measured from the first written offer after the attorney is hired.
    1. In determining attorney's fees, if business records as defined in s. 73.015(2)(c)2. and kept by the owner in the ordinary course of business were provided to the condemning authority to substantiate the business damage offer in s. 73.015(2)(c), benefits for amounts awarded for business damages must be based on the difference between the final judgment or settlement and the written counteroffer made by the condemning authority provided in s. 73.015(2)(d).
    2. In determining attorney's fees, if existing business records as defined in s. 73.015(2)(c)2. and kept by the owner in the ordinary course of business were not provided to the condemning authority to substantiate the business damage offer in s. 73.015(2)(c) and those records which were not provided are later deemed material to the determination of business damages, benefits for amounts awarded for business damages must be based upon the difference between the final judgment or settlement and the first written counteroffer made by the condemning authority within 90 days from the condemning authority's receipt of the business records previously not provided.
    - (b) The court may also consider nonmonetary benefits obtained for the client through the efforts of the attorney, to the extent such nonmonetary benefits are specifically identified by the court and can, within a reasonable degree of certainty, be quantified.
    - (c) Attorney's fees based on benefits achieved shall be awarded in accordance with the following schedule:
      1. Thirty-three percent of any benefit up to \$250,000; plus
      2. Twenty-five percent of any portion of the benefit between \$250,000 and \$1 million; plus
      3. Twenty percent of any portion of the benefit exceeding \$1 million.
    - (2) In assessing attorney's fees incurred in defeating an order of taking, or for apportionment, or other supplemental proceedings, when not otherwise provided for, the court shall consider:
      - (a) The novelty, difficulty, and importance of the questions involved.
      - (b) The skill employed by the attorney in conducting the cause.
      - (c) The amount of money involved.
      - (d) The responsibility incurred and fulfilled by the attorney.
      - (e) The attorney's time and labor reasonably required adequately to represent the client in relation to the benefits resulting to the client.
      - (f) The fee, or rate of fee, customarily charged for legal services of a comparable or similar nature.
      - (g) Any attorney's fee award made under subsection (1).
    - (3) In determining the amount of attorney's fees to be paid by the petitioner under subsection (2), the court shall be guided by the fees the defendant would ordinarily be expected to pay for these services if the petitioner were not responsible for the payment of those fees.
    - (4) At least 30 days prior to a hearing to assess attorney's fees under subsection (2), the condemnor's attorney shall submit to the condemning authority and to the court complete time records and a detailed statement of services rendered by date, nature of services performed, time spent performing such services, and costs incurred.
    - (5) The defendant shall provide to the court a copy of any fee agreement that may exist between the defendant and his or her attorney, and the court must reduce the amount of attorney's fees to be paid by the defendant by the amount of any attorney's fees awarded by the court.

History.—s. 1, ch. 76-158; s. 37, ch. 85-180; s. 3, ch. 87-148; s. 54, ch. 90-136; s. 3, ch. 90-303; s. 3, ch. 94-162; s. 1370, ch. 95-147; s. 61, ch. 99-385.

**73.101 Form of judgment.**—The judgment shall recite the verdict in full and shall state that the estate or interest in the property described in the petition and sought to be appropriated by the petitioner shall vest in the petitioner upon the payment of, or securing by deposit of money, the amount found by the verdict of the jury. Where there are conflicting claims to the amount awarded for any parcel, the court, upon appropriate motion, shall determine the rights of the interested parties with respect to the amount awarded for each parcel and the method of apportionment, together with the disposition of any other matters arising from the taking.

History.—s. 1, ch. 65-369.

**73.111 Deposit and possession.**—Within 20 days after the rendition of the judgment, the petitioner shall deposit the amount set forth therein into the registry of the court for the use of the defendants, or the proceeding shall be null and void, unless for good cause further time, not exceeding 60 days, is allowed by the court. Upon such deposit and the entry in the proper records in the clerk's office of the judgment and the clerk's certificate that the compensation has been paid into the court, the estate or interest sought shall vest in the petitioner. The court may fix the time within which, and the terms upon which, the defendants shall be required to surrender possession to the petitioner.

History.—s. 1, ch. 65-369; s. 3, ch. 78-315.

**73.121 Writs of assistance and possession.**—Whenever the judge is satisfied that any person, whether holding under the defendant or not, is preventing or obstructing the petitioner from entering upon or taking possession of the property after the petitioner is entitled to do so, the judge may grant such writs as he or she may think necessary, or the judge may proceed for contempt of court.

History.—s. 1, ch. 65-369; s. 363, ch. 95-147.

**73.131 Appeals; costs.**—

(1) Appeals in eminent domain actions shall be taken in the manner prescribed by law and in accordance with the appellate rules, except that an appeal shall not prevent appropriation of the property by the petitioner where the amount awarded by the judgment has been deposited with the court as aforesaid. If, at any time after entry of the judgment, a defendant shall take out of the court the amount due him or her, any pending appeal taken by the defendant shall be dismissed by the appellate court upon the filing of a certificate by the clerk of the circuit court stating that the defendant taking the appeal has withdrawn the amount due him or her.

(2) The petitioner shall pay all reasonable costs of the proceedings in the appellate court, including a reasonable attorney's fee to be assessed by that court, except upon an appeal taken by a defendant in which the judgment of the lower court shall be affirmed.

History.—s. 1, ch. 65-369; s. 4, ch. 87-148; s. 364, ch. 95-147.

**73.141 Payment.**—

(1) In the event that no appeal has been taken within the time and in the manner provided by the Florida Rules of Appellate Procedure, the clerk shall pay each judgment creditor the sum necessary to satisfy the judgment from the funds on deposit, and upon order of the court shall refund to the petitioner all the funds not necessary for the satisfaction of the judgment, costs and attorney fees.

(2) In the event that a timely appeal is taken and the judgment of the trial court is affirmed, the clerk of the court shall pay each judgment creditor as hereinabove provided.

History.—s. 1, ch. 65-369; s. 1, ch. 69-267.

### **73.151 Railroads and canal companies.—**

- (1) Whenever land sought to be condemned to the use of a railroad or canal company is in the possession, under any law of this state, of another railroad or canal company which is using the same in the construction or operation of its railroad or canal, the use of no more land than is necessary to furnish to the petitioner a right-of-way 105 feet in width across such railroad or canal shall be condemned for such use.
- (2) If it shall be necessary for any railroad company organized under any law of this state to use, for the purpose of its road, any lands over which any other railroad company shall have previously acquired the right-of-way for its road, the right to use such lands may be acquired as in other cases. Such lands shall not be taken in a manner to interfere with the main track of the railroad first established except for crossing, as provided by law.

History.—s. 1, ch. 65-345; s. 1, ch. 65-369.

### **73.161 Right-of-way for telephone and telegraph over railroad right-of-way.—**

- (1) If any telegraph or telephone company fails to secure the consent of any railroad or railway company for the construction of its lines along and upon the right-of-way of any railroad in this state, the same may be acquired by eminent domain. If the defendant railroad or railway company has a principal office or place of business in this state, and any portion of the right-of-way sought to be condemned extends into the county wherein such principal office or place of business is located, then the eminent domain action shall be had in such county. No map need be filed with the petition, but it shall state about how many poles per mile will be erected on such right-of-way, and about how far from each other, and from the centers of the main track of the railroad, their length and size, the depth they will be planted in the ground, and the amount of land that will be occupied by them. No pole shall be set at a greater distance than 10 feet from the outer edge of the right-of-way. In such action, the petitioner shall give bond for costs in the penalty of \$200, payable to the defendant, with surety to be approved by the clerk.
- (2) The judgment shall authorize the petitioner to enter upon the right-of-way of the defendant and construct its lines thereon. Said judgment shall further provide that such lines shall be constructed so as not to interfere with the operation of the trains of said defendant or any telephone or telegraph line already upon such right-of-way; and, furthermore, that if, at any time, the railroad or railway company shall desire, for railway purposes, the immediate use of any land occupied by said petitioner, then the petitioner shall, upon reasonable notice in writing, at its own expense, remove its line to some other place adjacent thereto on such right-of-way so as not to interfere with the track or use of said railway or any telephone or telegraph line already on said right-of-way, and that the said line shall not be erected on any embankment or slope of any cut of such right-of-way, and if at any time the said railroad or railway company shall require for railroad purposes its entire right-of-way at any point occupied by said line, the said petitioner shall, at such point, remove said line entirely off such right-of-way.
- (3) The telegraph or telephone company by such action shall acquire only an easement in and to said railroad right-of-way for the purpose of constructing, maintaining, and operating its telegraph or telephone line thereon, and only the interests of such parties as are brought before the court shall be condemned in such action. If the easement or right-of-way claimed extends in or through more counties than one, the whole right and controversy may be heard and determined in any county into or through which such right-of-way extends, except as herein otherwise provided.

History.—s. 1, ch. 65-369.



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.  
SECRETARY

### NOTICE TO OWNER

December 11, 2025

Sebastian River Improvement District  
f/k/a Sebastian River Water Control District  
f/k/a Sebastian River Drainage District, a  
Water Control District  
Attn: B. Frank Sakuma, Jr., District Manager  
2501A Burns Rd.  
Palm Beach Gardens, FL 33410

ITEM/SEGMENT #:	2308793
MANAGING DISTRICT:	4
F.A.P. #:	D424 054 B
COUNTY ROAD #:	609 (82 <sup>nd</sup> Avenue/Ranch Rd)
COUNTY:	Indian River
PARCEL #:	121/702

Dear Mr. Sakuma:

The Florida Department of Transportation is planning the following improvement of the above referenced transportation facility:

New 2 Lane Road Construction – C.R. 609 (82<sup>nd</sup> Avenue/Ranch Road) from 26<sup>th</sup> Street to 69<sup>th</sup> Street

Our research shows you own property needed for this project. This letter, along with the enclosed pamphlet entitled **Acquisition Process**, explains your rights and options and the process we must follow by law in acquiring your property. The following enclosed documents identify the property that is needed:

Right of Way Map and Legal Description

We recognize that a proposed transportation project, particularly one which requires the acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and make all necessary arrangements. Throughout this process we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law, and that you receive a fair price for your property.

Under Federal and State law, you are entitled to certain rights and protections when the State must acquire real estate from you. The following is a summary of your rights:

- You may obtain copies of the Department's appraisal, right of way maps and construction plans within 15 business days upon request.
- We will make a written offer to you to purchase your property and will negotiate with you, in good faith, to reach a mutually acceptable purchase price.
- If we cannot agree on a purchase price, we will not file a condemnation lawsuit until at least 30 days after you receive our initial written offer.
- You will receive no less than full compensation for the property acquired. Full compensation includes, the value of the real estate acquired together with damages, if any, to your remaining property.
- You may be eligible for relocation assistance benefits if you are required to move or move personal possessions from the property we acquire.
- You may receive reimbursement for reasonable attorney fees and other reasonable costs you incur for appraisal and other services associated with the Department's acquisition.

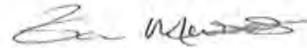
Your rights and options are more fully explained in the enclosed pamphlet entitled **Acquisition Process**. We encourage you to read this pamphlet carefully and contact us if you have any questions.

We want to negotiate with you for the purchase of your property. If you have questions about any aspect of our acquisition process or if you have information that would help us to determine a fair value for your property or help us provide service to you, please let us know. Regardless of whether we can reach agreement on the purchase of your property, we will do our best to be sensitive and responsive to your needs.

If you experience any problems, please do not hesitate to contact:

Ashleigh J. Schneider, Consultant Project Manager  
American Acquisition Group, LLC  
5419 SE Redwood Ave.  
Stuart, FL 34997  
(813) 586-1374

Sincerely,



Carlos Martinez  
District Right of Way Manager  
By: Zabrina Meneses  
Consultant Right of Way Agent

Enclosures:

Sketch and Legal Description (and/or right of way map)  
Acquisition Process Pamphlet  
CC: Records Management

Received by: \_\_\_\_\_

Certified Mail Number: 9589 0710 5270 2249 4276 21

Date: \_\_\_\_\_

# PROPERTY OWNER QUESTIONNAIRE

FINANCIAL PROJECT ID: 2308793  
MANAGING DISTRICT: 4  
F.A.P. NO.: D424 054 B  
COUNTY ROAD NO.: 609 (82<sup>nd</sup> Avenue/Ranch Rd)  
COUNTY: Indian River  
PARCEL NO.: 121/702  
ATTENTION: Zabrina Meneses

**Dear Property Owner:**

Please complete the following questions and mail to this office in the enclosed self-addressed envelope.

1. Are you the owner of the property identified above? \_\_\_\_\_.
2. I have sold all \_\_\_\_\_ or part \_\_\_\_\_ of the property to:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Approximate Date Sold: \_\_\_\_\_.
3. Other than my spouse, I share ownership of this property with:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_.
4. Please list the appropriate contact person for this property:  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_.
5. Is there an ongoing business on this site? \_\_\_\_\_.
6. If yes, who owns the business?  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_.
7. Additional Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Property Owner's Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date



American Acquisition Group, LLC  
5376 Empire Dr.  
Westlake, FL 33470







UNINCORPORATED INDIAN RIVER COUNTY

ACREAGE

SEC. 35 & 36, TWP. 35 S., RGE. 38 E.  
GND POINT

200.00'  
SALIDA CANAL  
D.A. 32, PG. 117



WEST. SALIDA CANAL RW LINE

SALIDA LATERAL 'C' CANAL

65  
E SURVEY C.R. 609 (BEND AVE./ RANCH RD.) & SEC. LINE

EAST. SALIDA CANAL RW LINE

R/W LINE

ACREAGE

UNINCORPORATED INDIAN RIVER COUNTY

ACREAGE

THIS MAP IS NOT A SURVEY

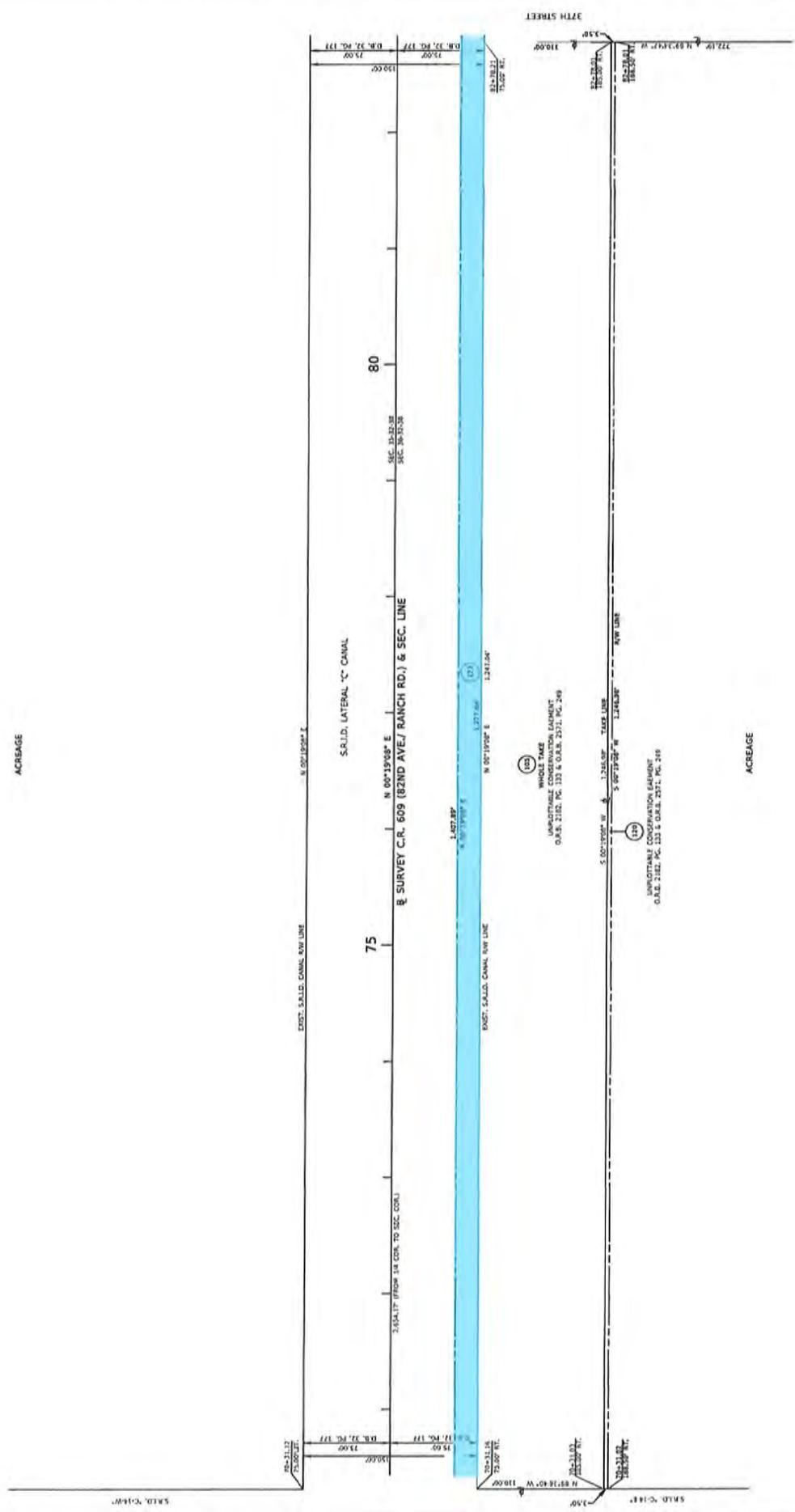
FROM SOUTH OF 28TH STREET TO SOUTH OF 69TH

SEE SHEET 1 FOR GENERAL NOTES, LEGEND, ETC.		DATE		DATE	
DRAWN BY: [Signature]		BY	DATE	BY	DATE
CHECKED BY: [Signature]		BY	DATE	BY	DATE
PROJECT: [Signature]		BY	DATE	BY	DATE
PROJECT: TRANSPORTATION SURVEYING AND MAPPING		BY	DATE	BY	DATE
FLORIDA DEPARTMENT OF TRANSPORTATION		BY	DATE	BY	DATE
SURVEYING AND MAPPING		BY	DATE	BY	DATE
SECTION 85503-2610		FED. PROJ. 0424-054-B		COUNTY ROAD NO. 609 (BEND AVE./RANCH RD) INDIAN RIVER COUNTY	
SECTION 85503-2610		FED. PROJ. 0424-054-B		COUNTY ROAD NO. 609 (BEND AVE./RANCH RD) INDIAN RIVER COUNTY	
DRAWN BY: [Signature]		DATE: 11/20/09		E.P. NO. 238897-3	
CHECKED BY: [Signature]		DATE: 11/20/09		SHEET 8 OF 28	

SEC. 28 & 34, TWP. 22 S., RGE. 28 E.  
GMD NORTH

UNINCORPORATED INDIAN RIVER COUNTY

ACREAGE



THIS MAP IS NOT A SURVEY  
FROM SOUTH OF 26TH STREET TO SOUTH OF 69TH STREET

UNINCORPORATED INDIAN RIVER COUNTY

RIGHT OF WAY MAP  
FLORIDA DEPARTMENT OF TRANSPORTATION  
SURVEYING AND MAPPING

PREPARED BY: [Signature]  
DATE: 05/07/2019

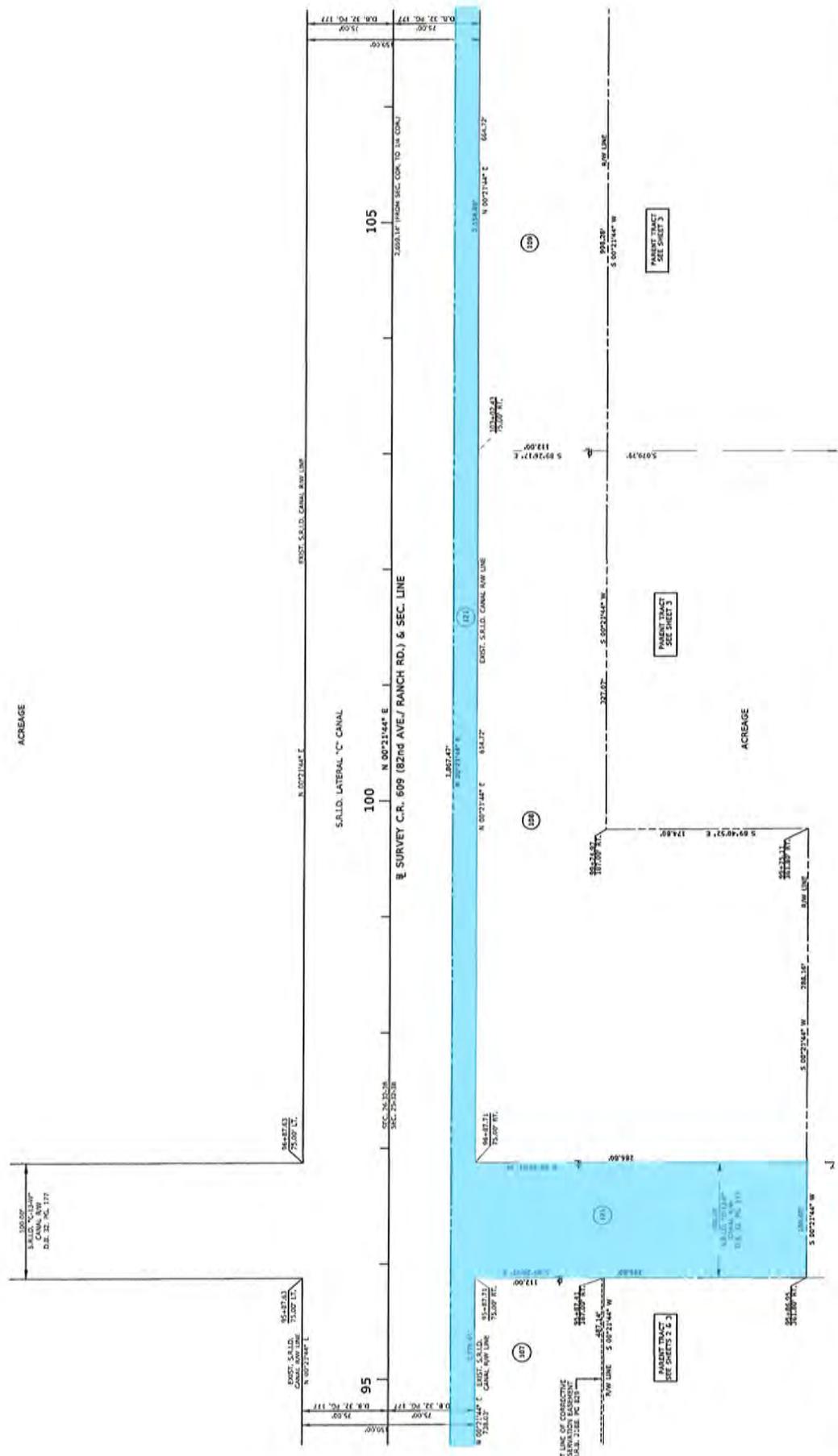
DATE	BY	REVISION
05/07/2019	[Signature]	ISSUED

F.P. NO. 230979-3  
SHEET 3 OF 28



UNINCORPORATED INDIAN RIVER COUNTY

SIC 25 & 26, TWP. 32 S., RGE. 38 E.  
GRID NORTH



UNINCORPORATED INDIAN RIVER COUNTY

THIS MAP IS NOT A SURVEY

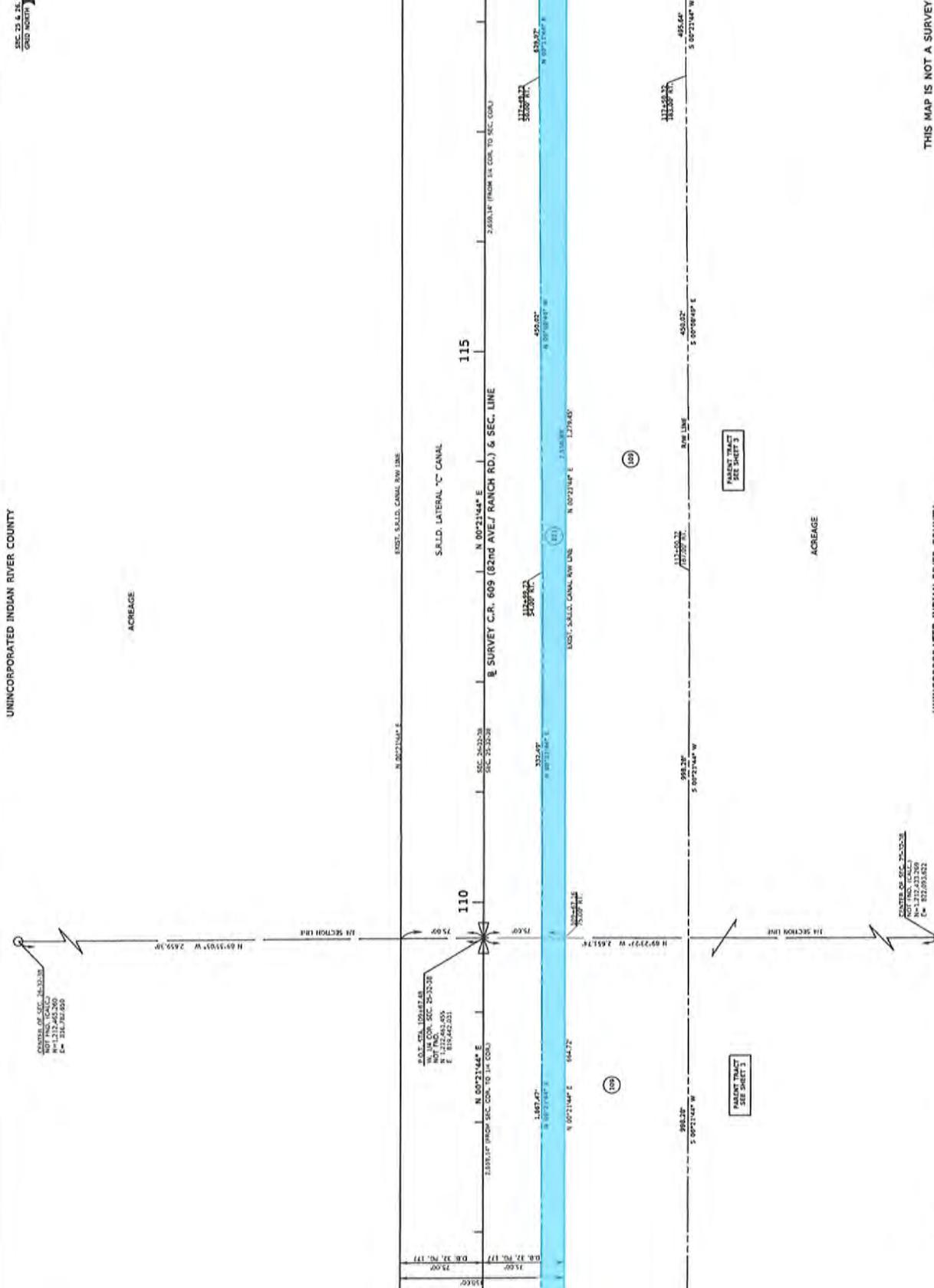
SEE SHEET 1 FOR GENERAL NOTES, LEGEND, ETC.		APPROVED BY: <i>[Signature]</i> DATE: 10/20/2015		DRAWN BY: J. B. BAY		PROJECT: SURVEY OF L. HARRIS		COUNTY ROAD NO. 609 (82ND AVE/RANCH RD) INDIAN RIVER COUNTY		SECTION 88593-2610		FED. PROJ. DAQ4-054-B		MAP PREPARED BY: INDIAN RIVER CONSULTING, INC.		DATE: 07/14/15		SHEET 11 OF 28	
NO.	DATE	REVISION	BY	DATE	REVISION	BY	DATE	NO.	DATE	REVISION	BY	DATE	NO.	DATE	REVISION	BY	DATE	NO.	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION  
SURVEYING AND MAPPING

RIGHT OF WAY MAP

UNINCORPORATED INDIAN RIVER COUNTY

SEC. 25 & 26, TWP. 32 S., RGE. 28 E.  
GRD. NORTH



THIS MAP IS NOT A SURVEY  
FROM SOUTH OF 26TH STREET TO SOUTH OF 69TH STREET

UNINCORPORATED INDIAN RIVER COUNTY

FLORIDA DEPARTMENT OF TRANSPORTATION  
SURVEYING AND MAPPING

SEE SHEET 1 FOR GENERAL NOTES, LEGEND, ETC.

RIGHT OF WAY MAP

DATE: 08/11/2011  
BY: [Signature]  
PROJECT NUMBER: 2010-0012

NO.	DATE	REVISION	BY	CHKD	DATE	NO.	DATE	REVISION	BY	CHKD	DATE

UNINCORPORATED INDIAN RIVER COUNTY

SECTION 88503-2610  
FED. PROJ. DA24-054-B  
COUNTY ROAD NO. 609 (82ND AVE/RANCH RD) INDIAN RIVER COUNTY

DATE: 08/11/2011  
BY: [Signature]  
PROJECT NUMBER: 2010-0012

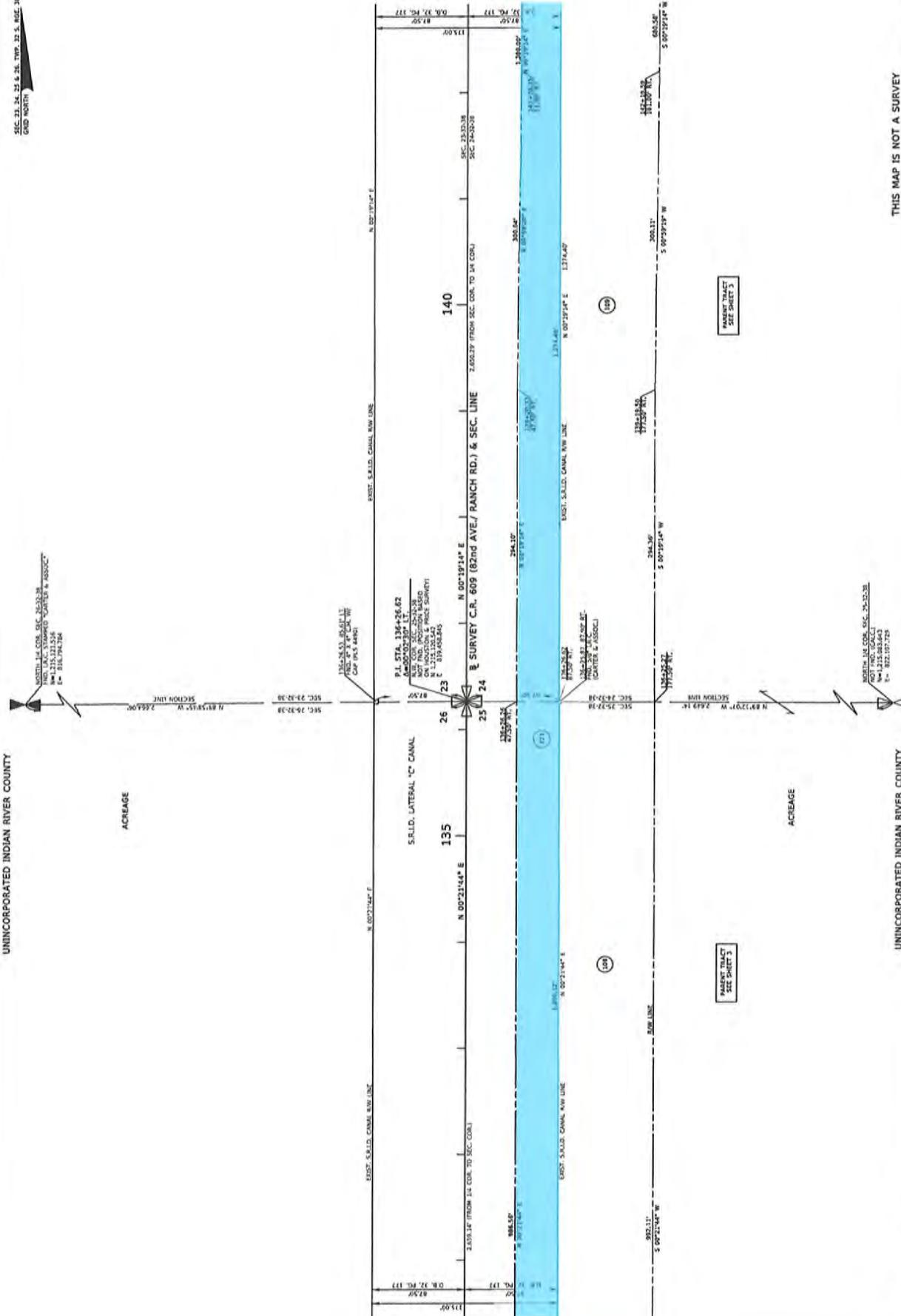
SCALE: 1"=40'

E.P. NO. 230879-3

SHEET 12 OF 28



SEC. 23, 24, 25 & 26, TWP. 32 S., R. 25E., 7th E.  
 GRID NORTH



UNINCORPORATED INDIAN RIVER COUNTY

ACREAGE

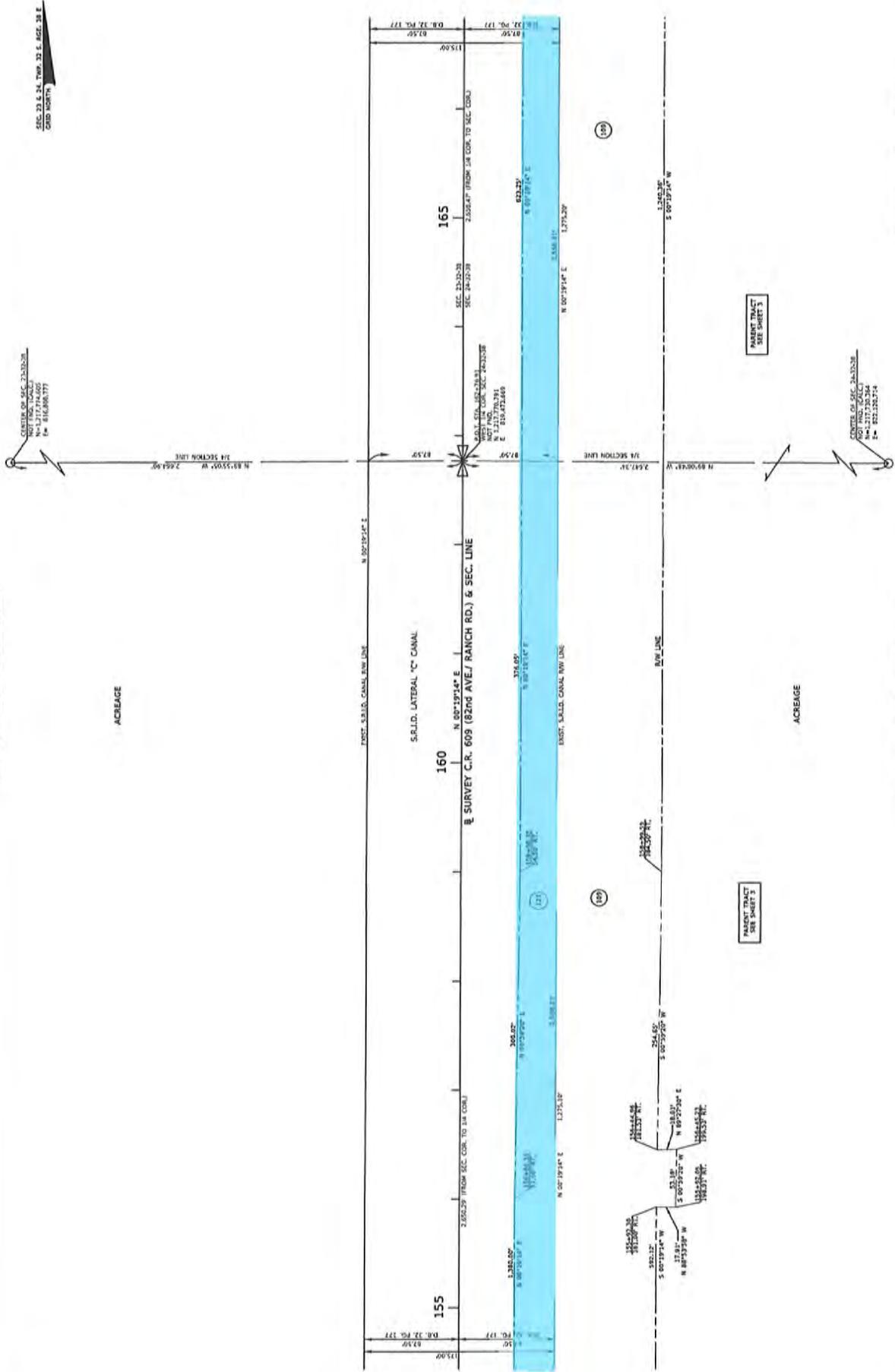
UNINCORPORATED INDIAN RIVER COUNTY

THIS MAP IS NOT A SURVEY  
 FROM SOUTH OF 26TH STREET TO SOUTH OF 69TH STREET

SEE SHEET 1 FOR GENERAL NOTES, LEGEND, ETC.		RIGHT OF WAY MAP		FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING		SECTION 8552-2610 FED. PROJ. 0424-054-8		COUNTY ROAD NO. 699 (BEND AVE/RANCH RD) INDIAN RIVER COUNTY		E.P. NO. 230875-3		SHEET 14 OF 28	
DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY



UNINCORPORATED INDIAN RIVER COUNTY



SEC. 22 E., 24, TOW. 33 S., RGE. 28 E.  
GRID NORTH

CENTER OF SEC. 22, 23, 24, 25  
N 01°17'46.02"  
E 816.988177

3/4 SECTION LINE  
N 89°55'00" W 2.654 90'

FIRST, S.E.L.D. CANAL, R/W LINE  
N 00°19'24" E

S.R.L.D. LATERAL "C" CANAL

160  
SURVEY C.R. 609 (82nd AVE./ RANCH RD.) & SEC. LINE  
N 00°19'24" E

165

2358.47' (FROM S/R COR. TO SEC. COR.)  
SEC. 24-22-28  
SEC. 23-22-28

WETLAND CORNER  
N 71°17'39.391"  
E 151.4712449'

EAST, S.E.L.D. CANAL, R/W LINE  
N 00°19'24" E

3/4 SECTION LINE  
N 89°08'43" W 2.647 31'

3/4 SECTION LINE  
S 00°29'24" W

PARENT TRACT  
SEE SHEET 2

PARENT TRACT  
SEE SHEET 3

CORNER OF SEC. 24, 23, 25, 26  
N 01°17'46.02"  
E 816.988177

UNINCORPORATED INDIAN RIVER COUNTY

THIS MAP IS NOT A SURVEY  
FROM SOUTH OF 26TH STREET TO SOUTH OF 68TH STREET

SEE SHEET 1 FOR GENERAL NOTES, LEGEND, ETC.

RIGHT OF WAY MAP  
FLORIDA DEPARTMENT OF TRANSPORTATION  
SURVEYING AND MAPPING

DRAWN BY  
DATE

REGION	3"	5"	10"	DATE	REVISION	BY	DATE

FED. PROJ. D424-054-S

MAP PREPARED BY  
SECTION 88503-2610

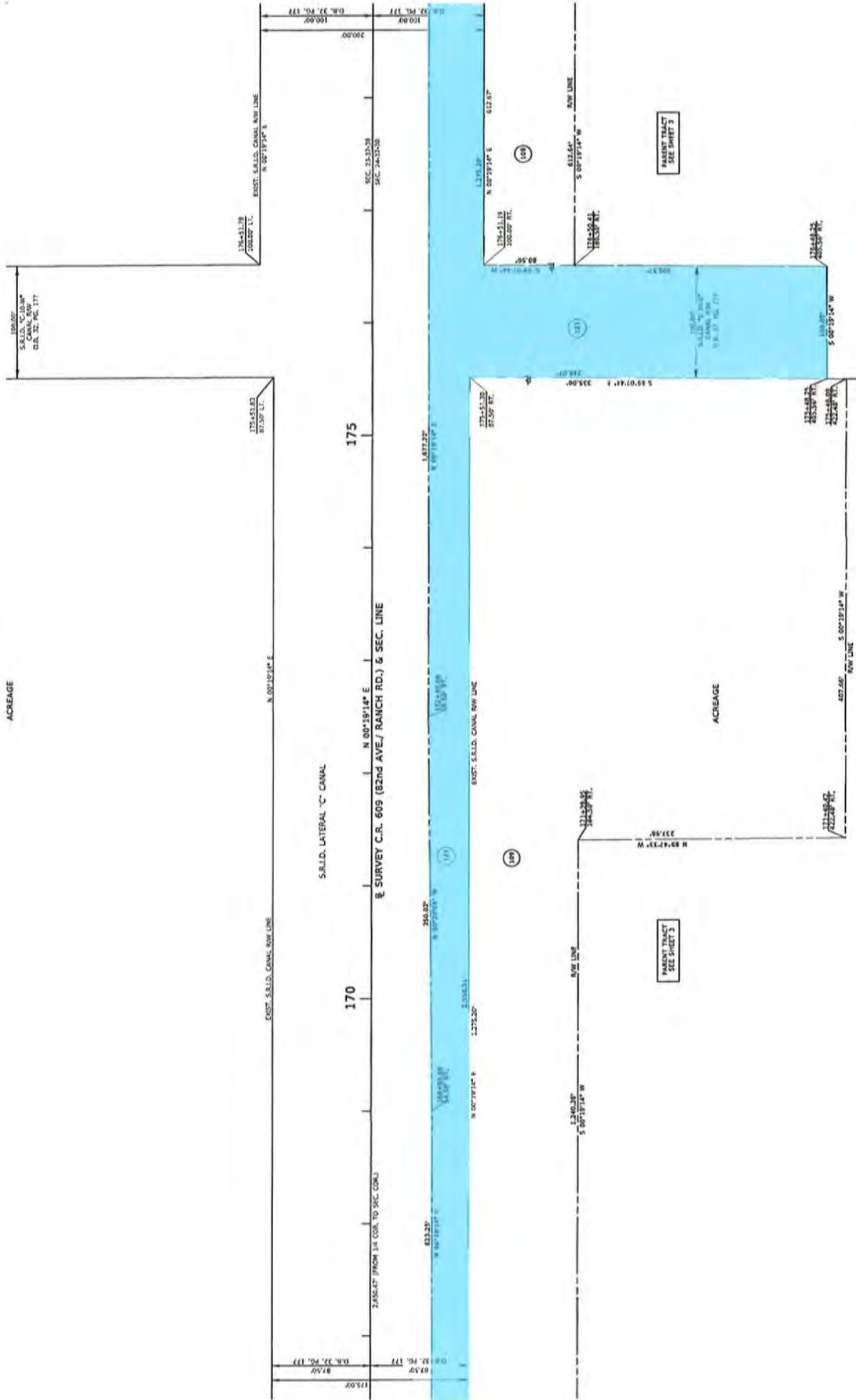
DATE SOURCE  
SCALE: 1"=40'

COUNTY ROAD NO. 609 (82ND AVE./RANCH RD) INDIAN RIVER COUNTY  
F.P. NO. 230979-3

SHEET 16 OF 28

UNINCORPORATED INDIAN RIVER COUNTY

SEC. 21 & 24, TWP. 32 S., RGE. 28 E.  
GRID NORTH



THIS MAP IS NOT A SURVEY  
FROM SOUTH OF 26TH STREET TO SOUTH OF 89TH STREET

UNINCORPORATED INDIAN RIVER COUNTY

SECTION 88503-2610  
COUNTY ROAD NO. 609 (82ND AVE./RANCH RD) INDIAN RIVER COUNTY

FED. PROJ. D424-054-B

DATE: 10/20/18  
BY: [Signature]  
CHECKED: [Signature]  
DATE: 10/20/18  
BY: [Signature]

UNINCORPORATED INDIAN RIVER COUNTY

FLORIDA DEPARTMENT OF TRANSPORTATION  
SURVEYING AND MAPPING

RIGHT OF WAY MAP

SEE SHEET 1 FOR GENERAL NOTES, LEGEND, ETC.

SCALE: 1"=40'

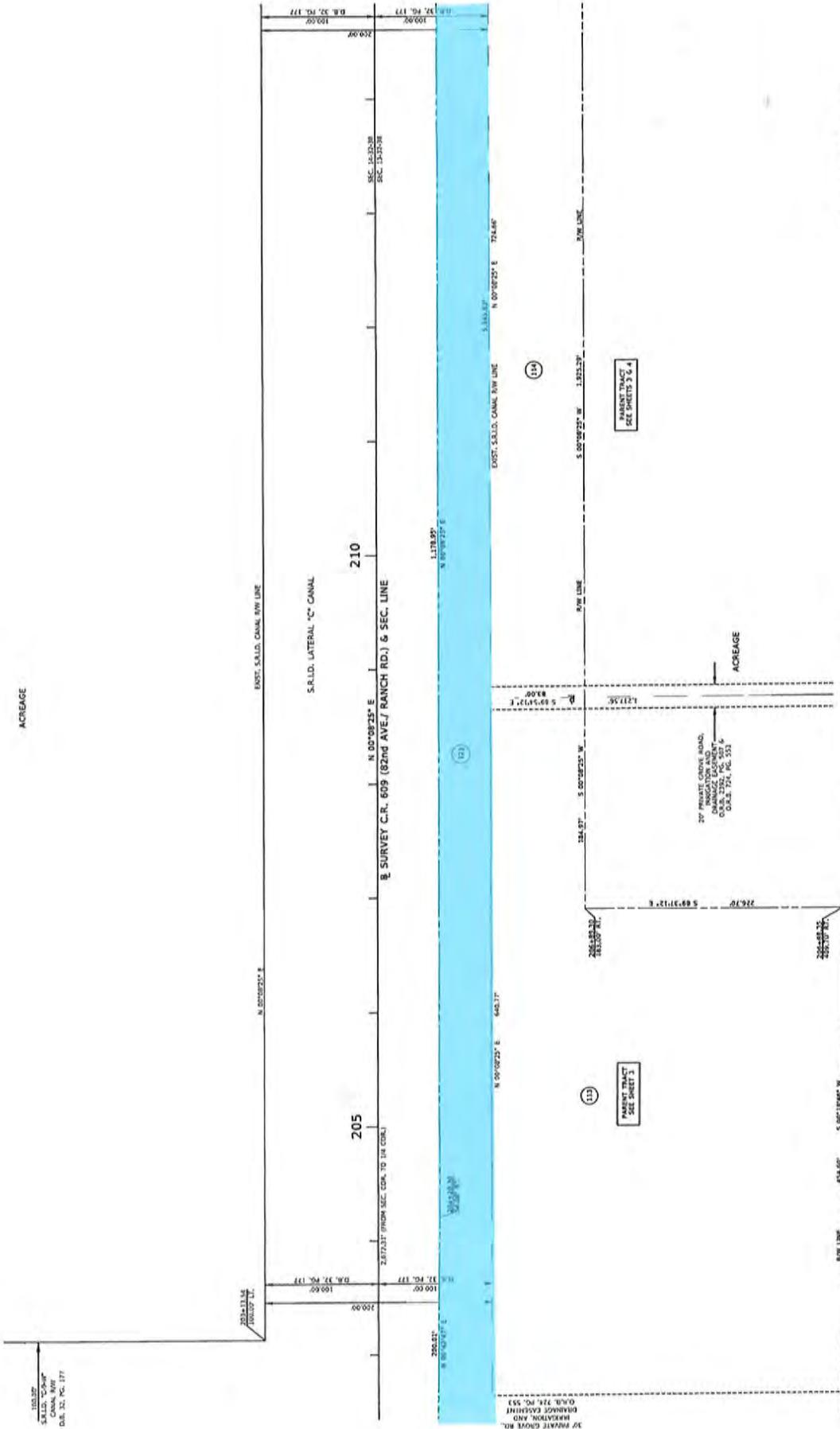
SHEET 27 OF 28





SEC. 13 & 14, TWP. 21 S., RGE. 38 E.  
GRID NORTH

UNINCORPORATED INDIAN RIVER COUNTY



SEE SHEET 2 FOR GENERAL NOTES, LEGEND, ETC.

**RIGHT OF WAY MAP**

FLORIDA DEPARTMENT OF TRANSPORTATION  
SURVEYING AND MAPPING

APPROVED BY: *Carolyn B. ...*  
DISTRICT SURVEYOR & MAPPING

DATE: 10/20/11

REGION	DATE	BY	DATE	FOUNDER													

SECTION 88503-2610  
FED. PROJ. D424-054-8

COUNTY ROAD NO. 609 (82ND AVE/RANCH RD) INDIAN RIVER COUNTY

SECTION 88503-2610  
COUNTY ROAD NO. 609 (82ND AVE/RANCH RD) INDIAN RIVER COUNTY

DATE DRAWN: 10/20/11  
SCALE: 1"=40'

F.P. NO. 230975-3

SHEET 10 OF 28

THIS MAP IS NOT A SURVEY

UNINCORPORATED INDIAN RIVER COUNTY

FROM SOUTH OF 28TH STREET TO SOUTH OF 69TH STREET

SEC. 13 & 14, TWP. 21 S., RGE. 38 E.  
GRID NORTH

UNINCORPORATED INDIAN RIVER COUNTY

ACREAGE

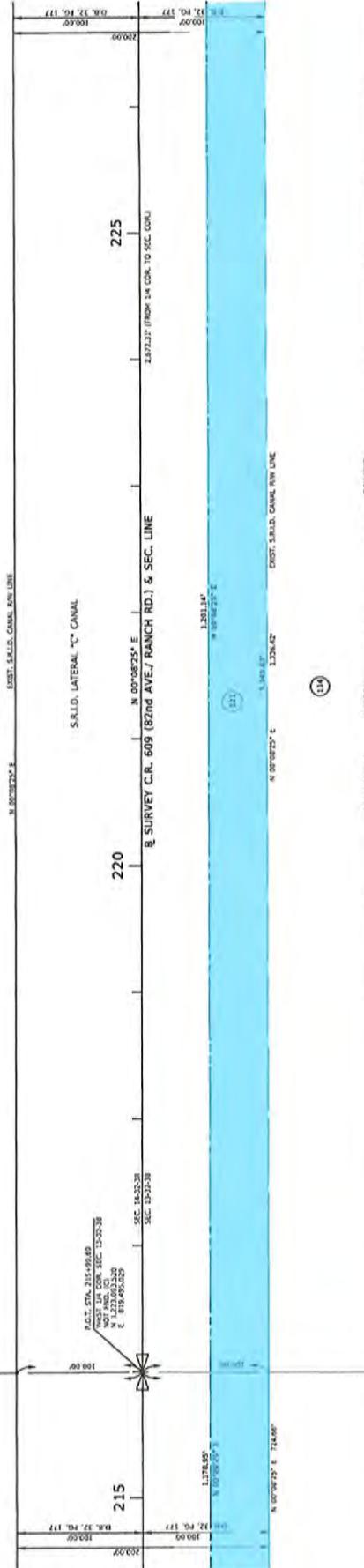
DATE OF FILE: 10-10-08  
DRAWN BY: J. L. WOOD  
BY: J. L. WOOD  
BY: J. L. WOOD  
BY: J. L. WOOD

N 69°31'1" W 2,662.97'  
1/4 SECTION LINE

P.O.S. STA. 215+99.65  
RHS. 14' CON. SEC. 12-25-38  
N 123°00'12.420"  
E 879.490+029"

SEC. 12-25-38  
SEC. 12-25-38

DATE OF FILE: 10-10-08  
DRAWN BY: J. L. WOOD  
BY: J. L. WOOD  
BY: J. L. WOOD



IF SHOWN TO SCALE SHEETS 13 & 14

UNINCORPORATED INDIAN RIVER COUNTY

ACREAGE

SEE SHEET 1 FOR GENERAL NOTES, LEGEND, ETC.

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION  
SURVEYING AND MAPPING

APPROVED BY: [Signature]  
DATE: 10/10/08  
PROJECT: SURVEY OF 69TH STREET

REGION	DATE	BY	DATE	BY	DATE	BY	DATE	BY

FED. PROJ. D424-054-B

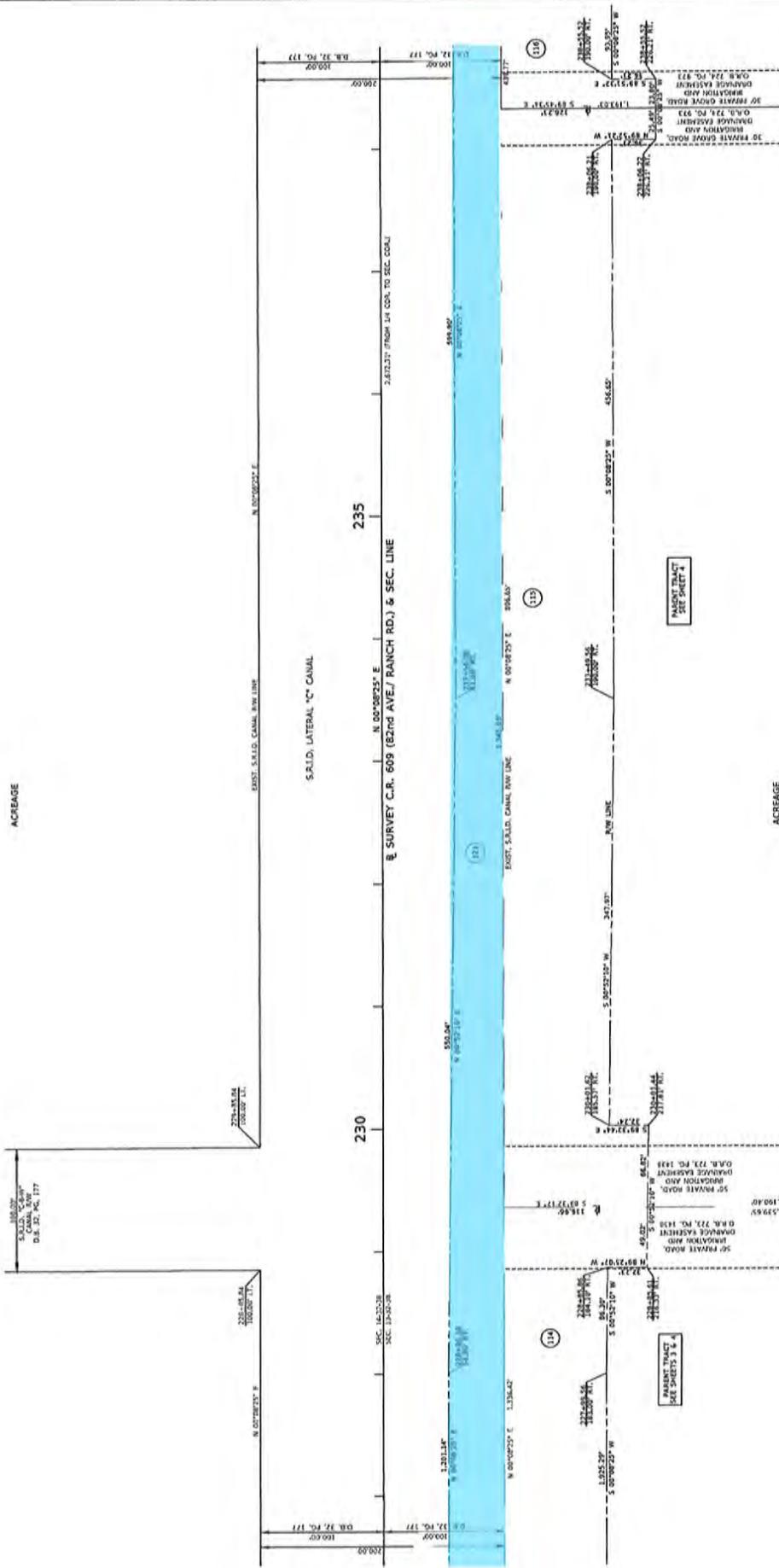
SECTION 88589-2610  
COUNTY ROAD NO. 699 (32ND AVE/RANCH RD) INDIAN RIVER COUNTY

THIS MAP IS NOT A SURVEY  
FROM SOUTH OF 26TH STREET TO SOUTH OF 69TH STREET

SHEET 21 OF 28

UNINCORPORATED INDIAN RIVER COUNTY

SEC. 13, E. 1/4, TWP. 33 S., RGE. 38 E.  
CRSD MAP 17



UNINCORPORATED INDIAN RIVER COUNTY

THIS MAP IS NOT A SURVEY  
FROM SOUTH OF 26TH STREET TO SOUTH OF 68TH STREET

FLORIDA DEPARTMENT OF TRANSPORTATION  
SURVEYING AND MAPPING

RIGHT OF WAY MAP

COUNTY ROAD NO. 609 (82ND AVE./RANCH RD) INDIAN RIVER COUNTY

SECTION 88503-2510  
PROJ. NO. D424-054-B

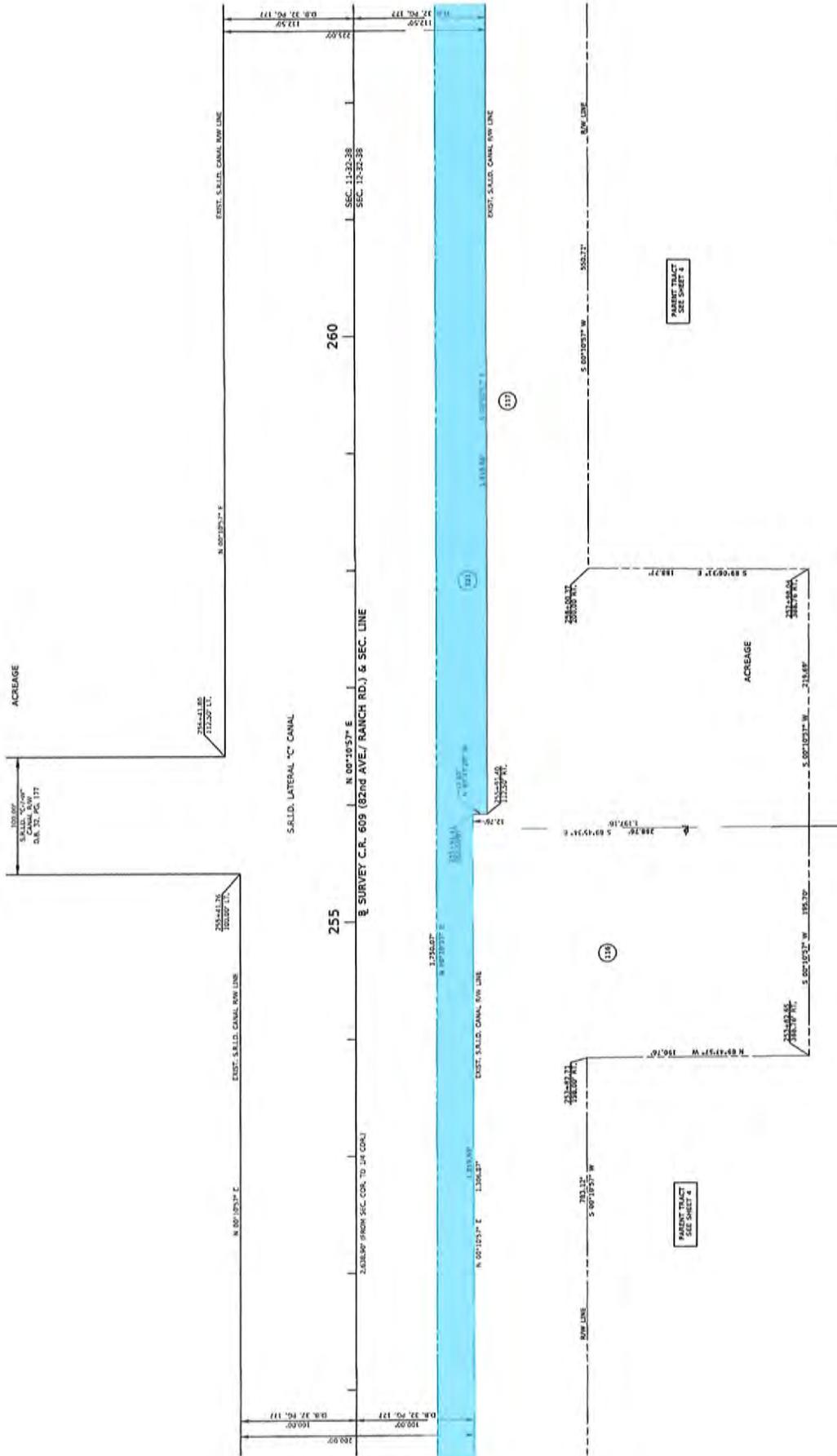
DATE: 11/11/11  
BY: [Signature]  
PROJECT: [Signature]

SHEET 22 OF 28



SEC. 11, & 12, T.14N, R. 25 E, R.10E, 38 E  
 GRID NORTH

UNINCORPORATED INDIAN RIVER COUNTY



UNINCORPORATED INDIAN RIVER COUNTY

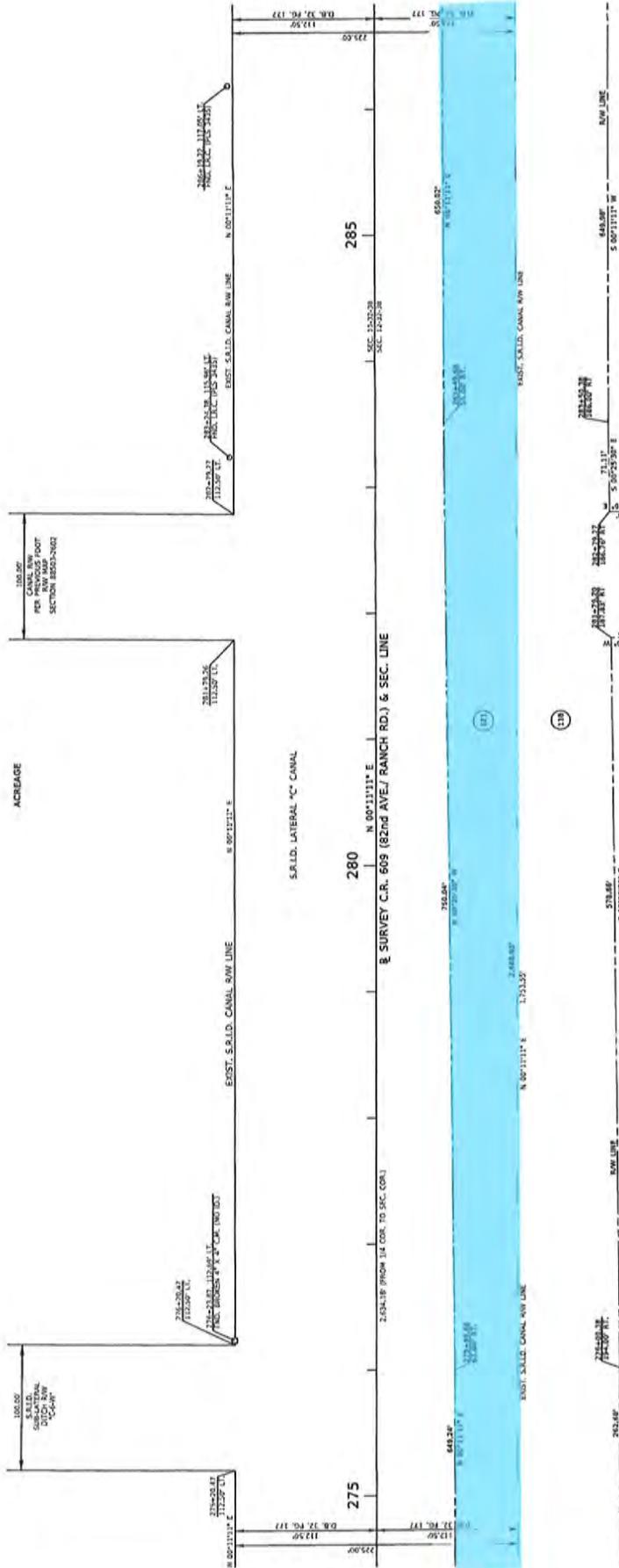
THIS MAP IS NOT A SURVEY

SEE SHEET FOR GENERAL NOTES, LEGEND, ETC.		FLORIDA DEPARTMENT OF TRANSPORTATION		UNINCORPORATED INDIAN RIVER COUNTY		FROM SOUTH OF 26TH STREET TO SOUTH OF 69TH STREET	
RIGHT OF WAY MAP		SURVEYING AND MAPPING		COUNTY ROAD NO. 609 (82ND AVE/RANCH RD) INDIAN RIVER COUNTY		SECTION 88503-2610	
APPROVED BY: <i>John Bar</i>		DATE: 3/20/2023		BY: [Signature]		SCALE: 1"=40'	
DISTRICT SURVEYOR'S NAME:		PROJECT NO.:		SHEET NO.:		SHEET 24 OF 28	



UNINCORPORATED INDIAN RIVER COUNTY

SEC. 11. & 12. T19P. 35 S. R05E. 28 E  
GRID NORTH



PROPERTY VALUE  
SEE SHEET 4

PROPERTY VALUE  
SEE SHEET 4

THIS MAP IS NOT A SURVEY  
FROM SOUTH OF 26TH STREET TO SOUTH OF 69TH STREET

UNINCORPORATED INDIAN RIVER COUNTY

SEE SHEET 1 FOR GENERAL NOTES, LEGEND, ETC.

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION  
SURVEYING AND MAPPING

APPROVED BY: *[Signature]*  
DATE: 03/01/2021  
PROJECT: COUNTY ROAD 609

SECTION	DATE	BY	DATE	REVISION
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FED. PROJ. 0424-054-B

SECTION 85503-2610

COUNTY ROAD NO. 609 (82ND AVE/RANCH RD) INDIAN RIVER COUNTY  
F.P.A. NO. 238879-3



Item Segment No. 2308793  
(Section No. 88503-2610)  
6-26-2025

Fee Simple Right of Way

Parcel No. 121	County Road 609	Indian River County	Description
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A portion of land lying in the East One-Half (E 1/2) of Section 35 and portion of the West One-Half (W 1/2) of Sections 12, 13, 24, 25 and 36, Township 32 South, Range 38 East, Indian River County, Florida, as shown on Sheets 5-27 of the Florida Department of Transportation Right of Way Map of County Road 609 (82nd Avenue/Ranch Road), Item/Segment No. 2308793, Section 88503-2610, being more particularly described as follows:

Begin at the Southwest corner of said Section 36, said corner also being on the Baseline of Survey of said County Road 609 (82nd Avenue/Ranch Road), thence North 89°42'51" West along the South line of said Section 35, a distance of 27.02 feet to the beginning of a non-tangent curve concave Southeasterly having a chord bearing of North 05°13'32" East; thence Northeasterly along said curve, having a radius of 10,009.00 feet, through a central angle of 01°54'10", an arc length of 332.37 feet to a point of reverse curvature with a curve concave Northwesterly, having a chord bearing of North 03°37'22" East; thence Northeasterly along said curve, having a radius of 9,889.00 feet, through a central angle of 05°06'29", an arc length of 881.61 feet to the end of said curve; thence North 01°04'08" East, a distance of 61.24 feet; thence North 00°19'08" East, a distance of 407.48 feet; thence North 00°15'15" West, a distance of 100.00 feet; thence North 00°19'08" East, a distance of 874.44 feet to a point on the South line of the Northwest One-Quarter (NW 1/4) of said Section 36; thence continue North 00°19'08" East, a distance of 946.21 feet; thence North 00°59'14" East, a distance of 300.02 feet; thence North 00°19'08" East, a distance of 1,407.89 feet to a point on the North line of said Section 36; thence North 00°21'44" East, a distance of 591.48 feet; thence North 00°04'03" West, a distance of 200.01 feet; thence North 00°21'44" East, a distance of 1,867.47 feet to a point on the South line of the Northwest One-Quarter (NW 1/4) of said Section 25; thence continue North 00°21'44" East, a distance of 332.49 feet; thence North 00°08'49" West, a distance of 450.02 feet; thence North 00°21'44" East, a distance of 639.97 feet; thence North 00°12'38" West, a distance of 250.01 feet; thence North 00°21'44" East, a distance of 986.56 feet to a point on the North line of said Section 25; thence North 00°19'14" East, a distance of 294.10 feet; thence North 00°59'20" East, a distance of 300.04 feet; thence North 00°19'14" East, a distance of 1,380.00 feet; thence North 00°59'20" East, a distance of 300.02 feet; thence North 00°19'14" East, a distance of 376.05 feet to a point on the South line of the Northwest One-Quarter (NW 1/4) of said Section 24; thence continue North 00°19'14" East, a distance of 623.25 feet; thence North 00°20'04" West, a distance of 350.02 feet; thence North 00°19'14" East, a distance of 1,677.22 feet to a point on the North line of said Section 24; thence North 00°42'47" East, a distance of 150.18 feet; thence North 00°08'25" East, a distance of 1,143.40 feet; thence North 00°42'47" East, a distance of 200.01 feet; thence North 00°08'25" East, a distance of 1,178.95 feet to a point on the South line of the Northwest One-Quarter (NW 1/4) of said Section 13; thence continue North 00°08'25" East, a distance of 1,201.14 feet; thence North 00°52'10" East, a distance of 550.04 feet; thence

Item Segment No. 2308793  
(Section No. 88503-2610)  
6-26-2025

Fee Simple Right of Way

Parcel No. 121	County Road 609	Indian River County	Description
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North 00°08'25" East, a distance of 599.90 feet; thence North 00°52'00" East, a distance of 321.55 feet to a point on the North line of said Section 13; thence continue North 00°52'00" East, a distance of 328.53 feet; thence North 00°10'57" East, a distance of 1,750.07 feet; thence North 00°23'25" West, a distance of 600.03 feet; thence North 00°11'11" East, a distance of 649.24 feet; thence North 00°25'30" West, a distance of 750.04 feet; thence North 00°11'11" East, a distance of 650.02 feet; thence North 00°23'12" West, a distance of 400.32 feet; thence South 89°48'49" East, a distance of 61.50 feet to a point on the Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence continue along said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line for the next six (6) courses: (1) South 00°11'11" West, a distance of 2,488.93 feet to a point on the South line of the Northwest One-Quarter (NW 1/4) of said Section 12; thence (2) South 00°10'57" West, a distance of 1,319.66 feet; thence (3) North 89°47'28" West, a distance of 12.50 feet; thence (4) South 00°10'57" West, a distance of 1,319.63 feet to a point on the North line of said Section 13; thence (5) South 00°08'25" West, a distance of 5,345.63 feet to a point on the North line of said Section 24; thence (6) South 00°19'14" West, a distance of 1,275.20 to a point intersecting the Northerly Existing Sebastian River Improvement District "C-10-E" Canal Right of Way line; thence South 89°07'44" East along said Northerly Existing Sebastian River Improvement District "C-10-E" Canal Right of Way line, a distance of 305.57 feet; thence South 00°19'14" West, a distance of 100.00 feet to a point on the Southerly Existing Sebastian River Improvement District "C-10-E" Canal Right of Way line; thence North 89°07'44" West along said Southerly Existing Sebastian River Improvement District "C-10-E" Canal Right of Way line, a distance of 318.07 feet to a point intersecting said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence South 00°19'14" West along said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line, a distance of 2,550.31 feet to point intersecting the Northerly Existing Sebastian River Improvement "C-11-E" Canal Right of Way line; thence South 89°10'27" East along said Northerly Existing Sebastian River Improvement "C-11-E" Canal Right of Way line, a distance of 93.50 feet; thence South 00°19'14" West, a distance of 100.00 feet to a point on the Southerly Existing Sebastian River Improvement "C-11-E" Canal Right of Way line; thence North 89°10'27" West along said Southerly Existing Sebastian River Improvement "C-11-E" Canal Right of Way line, a distance of 93.50 feet to a point intersecting said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence continue along said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line for the next two (2) courses: (1) South 00°19'14" West, a distance of 1,274.40 feet to a point on the North line of said Section 25; thence (2) South 00°21'44" West, a distance of 1,280.12 feet to a point intersecting the Northerly Existing Sebastian River Improvement "C-12-E" Canal Right of Way line; thence South 89°17'47" East along said Northerly Existing Sebastian River Improvement "C-12-E" Canal Right of Way line, a distance of 272.00 feet; thence South 00°12'38" East, a distance of 100.00 feet to a point on the Southerly Existing Sebastian River Improvement "C-12-E" Canal Right of Way line; thence

Item Segment No. 2308793  
(Section No. 88503-2610)  
6-26-2025

Fee Simple Right of Way

Parcel No. 121	County Road 609	Indian River County	Description
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North 89°17'47" West along said Southerly Existing Sebastian River Improvement "C-12-E" Canal Right of Way line, a distance of 285.50 feet to a point intersecting said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence South 00°21'44" West along said Easterly Existing Sebastian River Improvement Lateral "C" Canal Right of Way line, a distance of 2,558.89 feet to a point intersecting the Northerly Existing Sebastian River Improvement "C-13-E" Canal Right of Way line; thence South 89°29'07" East along said Northerly Existing Sebastian River Improvement "C-13-E" Canal Right of Way line, a distance of 286.80 feet; thence South 00°21'44" West, a distance of 100.00 feet to a point on the Southerly Existing Sebastian River Improvement "C-13-E" Canal Right of Way line; thence North 89°29'07" West along said Southerly Existing Sebastian River Improvement "C-13-E" Canal Right of Way line, a distance of 286.80 feet to a point intersecting said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence along said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line for the next two (2) courses: (1) South 00°21'44" West, a distance of 1,279.45 feet to a point on the North line of said Section 36; thence (2) South 00°19'08" West, a distance of 1,277.04 feet to a point intersecting the Northerly Existing Sebastian River Improvement "C-14-E" Canal Right of Way line; thence South 89°36'40" East along said Northerly Existing Sebastian River Improvement "C-14-E Canal Right of Way line, a distance of 302.22 feet; thence South 00°23'20" West, a distance of 100.00 feet to a point on the Southerly Existing Sebastian River Improvement "C-14-E" Canal Right of Way line; thence North 89°36'40" West along said Southerly Existing Sebastian River Improvement "C-14-E" Canal Right of Way line, a distance of 302.10 feet to a point intersecting said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence South 00°19'08" West along said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line, a distance of 2,554.10 feet to a point intersecting the Northerly Existing Sebastian River Improvement "C-15-E" Canal Right of Way line; thence South 89°39'52" East along said Northerly Existing Sebastian River Improvement "C-15-E" Canal Right of Way line, a distance of 257.99 feet; thence South 00°10'57" West, a distance of 100.00 feet to a point on the Southerly Existing Sebastian River Improvement "C-15-E" Canal Right of Way line; thence North 89°39'52" West along said Southerly Existing Sebastian River Improvement "C-15-E" Canal Right of Way line, a distance of 258.23 feet to a point intersecting said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence South 00°19'08" West along said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line, a distance of 1,277.06 feet to a point on the South line of said Section 36; thence North 89°41'11" West along the South line of said Section 36, a distance of 75.00 feet to the POINT OF BEGINNING.

Containing 25.928 acres, more or less.

Item Segment No. 2308793  
(Section No. 88503-2610)  
11-10-2025

Temporary Easement

Parcel No. 702            County Road 609            Indian River County            Description

A portion of the West One-Half (W 1/2) of Section 24, Township 32 South, Range 38 East, Indian River County, Florida, said portion lying Easterly of and adjacent to Parcel 121, extending Easterly no more than 25.00 feet between Baseline of Survey Stations 149+04.12 and 149+79.12, as shown on Sheet 15 of the Florida Department of Transportation Right of Way Map for County Road 609 (82nd Avenue/Ranch Road), Item/Segment No. 2308793, Section 88503-2610, being more particularly described as follows:

Containing 1,875 square feet, more or less.

A temporary easement for the purpose of demolition and removal and/or cutting, refacing and modifying of improvements that are partially on the area of Parcel 121 and partially on the remaining property area, and any work incidental to said activities and to tie-in and harmonize said property with the construction to be undertaken for the project.

This easement includes the right to ingress and egress, occupy, possess and control the property for the stated purposes, and to stage equipment for the stated purposes. By this easement, the Florida Department of Transportation is hereby authorized to apply for any and all necessary permits and/or approvals to accomplish the stated purposes.

This Easement shall expire upon the completion of the work described herein but not later than the last day of March, 2028.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**REPRESENTATIVE AUTHORIZATION**

575-030-02  
RIGHT OF WAY  
2/20

Address of the District or Satellite Office where the completed form will be submitted.

Florida Department of Transportation  
3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309-3421

ITEM/SEGMENT NO.: 2308793  
MANAGING DISTRICT: 4  
F.A.P. NO.: D424 054 B  
COUNTY ROAD NO.: 609 (82<sup>nd</sup> Avenue/Ranch Road)  
COUNTY: Indian River  
PARCEL NO.: 121/702

Attention: Christina Brown, Deputy Right of Way Manager - Production Services

Dear FDOT Right of Way Manager:

This is to advise you that I hereby authorize \_\_\_\_\_  
of \_\_\_\_\_

who was hired by me as of \_\_\_\_\_ (date) to (indicate extent of authorization by marking one or both boxes as applicable):

- Represent me in all future dealings in the above referenced project and parcel(s).
- Accept service of process in my behalf concerning any legal proceedings in eminent domain which may ensue.

OWNER(S)/TENANT(S):

_____ Signature	_____ Date	_____ Signature	_____ Date
_____ Printed Name		_____ Printed Name	

This is to advise you that I am authorized to represent \_\_\_\_\_  
of \_\_\_\_\_ in the  
capacity(ies) set forth above. I  am  am not a member of the Florida Bar.  I will accept service of process.

**NOTE:** This document must be notarized if the agent **is not** a member of the Florida Bar but is authorized to accept service of process.

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
Representative Signature \_\_\_\_\_  
Date  
\_\_\_\_\_  
Representative Printed Name

The foregoing instrument was acknowledged before me by means of  
 physical presence or  online notarization, this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_ by  
\_\_\_\_\_  
(Name of person) as \_\_\_\_\_ (Type of authority)  
\_\_\_\_\_  
(Name of party on behalf of whom instrument was executed)

\_\_\_\_\_  
\_\_\_\_\_  
Representative Address  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**INSTRUCTIONS FOR COMPLETION OF THE  
REPRESENTATIVE AUTHORIZATION (FORM 575-030-02)**

If a property owner or business owner chooses to be represented by an agent during negotiation, including service of legal process, a written authorization, to include the information on this form must be provided by the owner or the owner's agent to the Department prior to the Department's negotiation of the parcel with the authorized representative.

- DATE AND INSIDE ADDRESS:** Space is available for the form preparer to provide the inside address of the district or satellite office where the completed form will be submitted.
- PROJECT/PARCEL IDENTIFICATION:** The following information can be located in the legal documents and/or right of way maps for each project and is required on official Department forms:
- Item/Segment No.
  - Managing District
  - F.A.P. No.
  - State Road No.
  - County
  - Parcel No.
- ATTENTION:** Provide the agent or individual's name responsible for negotiation of the parcel.
- TOP PORTION OF THE FORM:** The form provides space for the following information to be provided by the owner:
- The name of representative and representative's firm name, if applicable.
  - Date representative was hired.
  - Check box for capacity of representation.
  - Owner/Tenant signature and date of authorization.
  - Owner/Tenant's printed or typed name.
- LOWER PORTION OF FORM:** The form provides space for the following information to be provided by the representative:
- Name of property or business owner and firm name, if applicable.
  - Check box indicating whether representative is a member of the Florida Bar.
  - Check box indicating whether representative will accept service of process.
  - Representative's signature and date of acceptance.
  - Representative's address for negotiations and service of process.
  - Representative's telephone number.
- NOTARY SECTION:** If the representative is not a member of the Florida Bar, the notary section must be completed by a notary.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER**

575-030-27  
 RIGHT OF WAY  
 10/16

Sebastian River Improvement District  
 f/k/a Sebastian River Water Control District  
 f/k/a Sebastian River Drainage District, a Water  
 Control District  
 Attn: B. Frank Sakuma, Jr., District Manager  
 2501A Burns Rd.  
 Palm Beach Gardens, FL 33410

ITEM/SEGMENT NO.: 2308793  
 MANAGING DISTRICT: 4  
 F.A.P. NO.: D424 054 B  
 COUNTY ROAD NO.: 609 (82<sup>nd</sup> Avenue/Ranch Road)  
 COUNTY: Indian River  
 PARCEL NO.: 121/702

The Florida Department of Transportation will be acquiring, or has acquired property owned by you for a transportation project or will be processing a payment to you related to the above referenced parcel. Federal regulations require that we report this transaction to the Internal Revenue Service (IRS), therefore we must obtain your correct Taxpayer Identification Number (TIN).

If you fail to furnish your correct TIN you may be subject to an IRS penalty. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

See the attached instruction for how to enter names and TINs. If you have any questions please let us know.

<b>Name</b>	<b>Phone Number</b>
<b>Business Name</b> , if different from above	<b>Phone Number</b>
<b>Address</b> (number, street, and apt. or suite no.)	<b>OWNERSHIP INTEREST</b> <input type="checkbox"/> Sole Owner <input type="checkbox"/> Part Owner with _____ % interest <input type="checkbox"/> Not Applicable (Vendor Only)
<b>City, State, and ZIP Code</b>	

**TAXPAYER IDENTIFICATION NUMBER (TIN)**

For individuals, this is your social security number (SSN): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

For other entities, it is your employer identification number (EIN): \_\_\_\_\_ - \_\_\_\_\_

**If you do not have a TIN, see attached instructions for How to get a TIN.**

Below, choose one number that accurately describes the business or the individual.

- 1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION**  
 (A corporation formed under the laws of any state within the United states.)
- 2 - NOT FOR PROFIT CORPORATION** (Section 501(c)(3) Internal Revenue Code)
- 3 - PARTNERSHIP, JOINT VENTURE, ESTATE, TRUST OR MULTIPLE MEMBER LLC**
- 4 - INDIVIDUAL, SOLE PROPRIETOR, SELF EMPLOYED OR SINGLE MEMBER LLC**
- 5 - NONCORPORATE RENTAL AGENT**
- 6 - GOVERNMENTAL ENTITY** (City, County, State or U.S. Government)
- 7 - FOREIGN CORPORATION OR ENTITY** (A foreign entity formed under the laws of a country other than the United States.) If YES is marked below, complete and attach Form W-8ECI.  
 Is income effectively connected with business in the United States?     YES     NO
- 8 - NONRESIDENT ALIEN** (An individual temporarily in the U.S. who is not a U.S. citizen or resident.)

**CERTIFICATION**

**Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).**

Sign Here \_\_\_\_\_ Date \_\_\_\_\_  
 Title \_\_\_\_\_ Email (optional) \_\_\_\_\_

**Instructions for  
Names and Taxpayer Identification Numbers**

1. **Individuals** should enter the name shown on your social security card. If you have changed your last name due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.
2. **Married Couples** should give the name and SSN of either person.
3. **Custodian Accounts (Guardianship)** must give the ward's name and SSN. Do not furnish the TIN of the guardian.
4. For a **Trust Account that is not a legal or valid trust under state law**, give the name and SSN of the actual owner.
5. **Limited Liability Company (LLC) - If a single-member LLC** (including a foreign LLC with a domestic owner) disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line and enter the LLC name on the "Business Name" line. You may use either your SSN or EIN. If the LLC is a corporation, partnership, etc., enter the entity's EIN.
6. For a **Sole Proprietor or a Single-Owner LLC** enter your **individual** name as shown on your social security card. You may enter your business, trade, or "doing business as (DBA) name on the "Business name" line. You may enter either your SSN or EIN (if you have one). The IRS prefers that you use your SSN.
7. For a **Valid Trust**, name the trust and give the EIN for the trust. Do not furnish the TIN of the trustee.
8. For an **Estate**, the name should be shown as "The estate of (name of decedent)". Give the SSN of the decedent if he/she died in the calendar year of the closing. Give the EIN for the estate for any subsequent years following the death of the decedent. Do not furnish the TIN of the personal representative.
9. For an **Association, Club, Religious, Charitable, Educational, or other tax-exempt organization**, give the name and EIN of the organization.
10. For a **Partnership or Multi-Member LLC** give the name and EIN for the partnership, or LLC.

If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form. **Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.



# Florida Department of Transportation

RON DESANTIS  
GOVERNOR

JARED W. PERDUE, P.E.  
SECRETARY

## Donation of Property to the Florida Department of Transportation

Sebastian River Improvement District  
f/k/a Sebastian River Water Control District  
f/k/a Sebastian River Drainage District, a  
Water Control District  
Attn: B. Frank Sakuma, Jr., District Manager  
2501A Burns Rd.  
Palm Beach Gardens, FL 33410

ITEM/SEGMENT NO.:	<u>2308793</u>
MANAGING DISTRICT:	<u>4</u>
F.A.P. NO.:	<u>D424 054 B</u>
COUNTY ROAD NO.:	<u>609 (82<sup>nd</sup> Avenue/Ranch Road)</u>
COUNTY:	<u>Indian River</u>
PARCEL NO.:	<u>121</u>
INTEREST CONVEYED:	<u>Fee Simple</u>

This is to advise that the undersigned, as owner of the property or property interest referenced above and as shown on Right of Way maps for referenced project, desires to make a voluntary donation of said property or property interest to the State of Florida for the use and benefit of the Florida Department of Transportation.

The undersigned hereby acknowledges that he/she has been fully advised by a Department representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

\_\_\_\_\_  
Owner's Signature

Sebastian River Improvement District f/k/a Sebastian River  
Water Control District f/k/a Sebastian River Drainage  
District, a Water Control District  
\_\_\_\_\_  
Type or Print Property Owner's Name

2501A Burns Rd.  
\_\_\_\_\_  
Street Address

Palm Beach Gardens, FL 33410  
\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Date



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

JARED W. PERDUE, P.E.  
SECRETARY

**Donation of Property to the Florida Department of Transportation**

Sebastian River Improvement District  
f/k/a Sebastian River Water Control District  
f/k/a Sebastian River Drainage District, a  
Water Control District  
Attn: B. Frank Sakuma, Jr., District Manager  
2501A Burns Rd.  
Palm Beach Gardens, FL 33410

ITEM/SEGMENT NO.:	<u>2308793</u>
MANAGING DISTRICT:	<u>4</u>
F.A.P. NO.:	<u>D424 054 B</u>
COUNTY ROAD NO.:	<u>609 (82<sup>nd</sup> Avenue/Ranch Road)</u>
COUNTY:	<u>Indian River</u>
PARCEL NO.:	<u>702</u>
INTEREST CONVEYED:	<u>Temporary Easement</u>

This is to advise that the undersigned, as owner of the property or property interest referenced above and as shown on Right of Way maps for referenced project, desires to make a voluntary donation of said property or property interest to the State of Florida for the use and benefit of the Florida Department of Transportation.

The undersigned hereby acknowledges that he/she has been fully advised by a Department representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

\_\_\_\_\_  
Owner's Signature

Sebastian River Improvement District f/k/a Sebastian River  
Water Control District f/k/a Sebastian River Drainage  
District, a Water Control District

\_\_\_\_\_  
Type or Print Property Owner's Name

2501A Burns Rd.

Street Address

Palm Beach Gardens, FL 33410

City, State, Zip Code

\_\_\_\_\_  
Date

**STATEMENT OF OFFER**

Sebastian River Improvement District  
f/k/a Sebastian River Water Control District  
f/k/a Sebastian River Drainage District, a  
Water Control District  
Attn: B. Frank Sakuma , Jr., District Manager  
2501A Burns Rd.  
Palm Beach Gardens, FL 33410

ITEM/SEGMENT NO.: 2308793  
DISTRICT: 4  
FEDERAL PROJECT NO.: D424 054 B  
COUNTY ROAD NO.: 609 (82<sup>nd</sup> Avenue/Ranch Rd)  
COUNTY: Indian River  
PARCEL NO.: 121

Dear Mr. Sakuma:

As you are probably aware, the State of Florida Department of Transportation is in the process of acquiring the needed right of way for the above referenced facility. A determination has been made that either a part or all of your property will be needed. A search of the Public Records of the County in which this property is situated has been made and it was determined that property is owned by you.

The interest being acquired in your property is: Fee Simple

In addition, the following list will identify the buildings, structures, fixtures, and other improvements which are considered to be a part of the real property acquired, or personal property being acquired, if any: N/A

The following items were excluded: N/A

You are further advised that the Department's offer of just compensation for the property required for the construction of this facility is based on the Fair Market Value of the property and that the Department's offer to you is not less than the approved appraised value of the property.

The following represents a summary of the Department's offer to you and the basis therefore:

Land	\$ <u>1,555,700.00</u>
Improvements	\$ <u>0.00</u>
Real Estate Damages	\$ <u>5,400.00</u>
Total	\$ <u>1,561,100.00</u>

This Statement of Offer is not a contract; if you agree to accept this offer, you will be required to sign a purchase agreement. Any additional information you may require can be obtained through the Department's Representative that contacted you. If that representative is not readily available, please contact:  
Ivana Robinson, Acquisition & Relocation Administrator at (954) 777- 4236 or [ivana.robinson@dot.state.fl.us](mailto:ivana.robinson@dot.state.fl.us).

Sincerely,



Carlos Martinez  
District Right of Way Manager  
By: Zabrina Meneses  
Consultant Right of Way Agent

_____	<u>Zabrina Meneses</u>	_____
Delivered By	Type or Print Name	Date
_____	_____	_____
Receipt Acknowledged By	Type or Print Name	Date

**STATEMENT OF OFFER**

Sebastian River Improvement District  
f/k/a Sebastian River Water Control District  
f/k/a Sebastian River Drainage District, a  
Water Control District  
Attn: B. Frank Sakuma , Jr., District Manager  
2501A Burns Rd.  
Palm Beach Gardens, FL 33410

ITEM/SEGMENT NO.: 2308793  
DISTRICT: 4  
FEDERAL PROJECT NO.: D424 054 B  
COUNTY ROAD NO.: 609 (82<sup>nd</sup> Avenue/Ranch Rd)  
COUNTY: Indian River  
PARCEL NO.: 702

Dear Mr. Sakuma:

As you are probably aware, the State of Florida Department of Transportation is in the process of acquiring the needed right of way for the above referenced facility. A determination has been made that either a part or all of your property will be needed. A search of the Public Records of the County in which this property is situated has been made and it was determined that property is owned by you.

The interest being acquired in your property is: Temporary Construction Easement

In addition, the following list will identify the buildings, structures, fixtures, and other improvements which are considered to be a part of the real property acquired, or personal property being acquired, if any: N/A

The following items were excluded: N/A

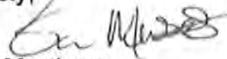
You are further advised that the Department's offer of just compensation for the property required for the construction of this facility is based on the Fair Market Value of the property and that the Department's offer to you is not less than the approved appraised value of the property.

The following represents a summary of the Department's offer to you and the basis therefore:

Land	\$ <u>300.00</u>
Improvements	\$ <u>0.00</u>
Real Estate Damages	\$ <u>0.00</u>
Total	\$ <u>300.00</u>

This Statement of Offer is not a contract; if you agree to accept this offer, you will be required to sign a purchase agreement. Any additional information you may require can be obtained through the Department's Representative that contacted you. If that representative is not readily available, please contact:  
Ivana Robinson, Acquisition & Relocation Administrator at (954) 777- 4236 or ivana.robinson@dot.state.fl.us.

Sincerely,



Carlos Martinez  
District Right of Way Manager  
By: Zabrina Meneses  
Consultant Right of Way Agent

_____	<u>Zabrina Meneses</u>	_____
Delivered By	Type or Print Name	Date
_____	_____	_____
Receipt Acknowledged By	Type or Print Name	Date



**III. Additional Terms**

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with **Section 286.23, Florida Statutes**.

**IV. Closing Date**

The closing will occur no later than 60 days after Final Agency Acceptance.

**V. Typewritten or Handwritten Provisions**

Any typewritten or handwritten provisions or terms inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer, to indicate acceptance by both.

- There is an addendum to this agreement. Page \_\_\_\_\_ is made a part of this agreement.
- There is not an addendum to this agreement.

**VI. Acknowledgement of Final Agency Acceptance Required; Signatures**

Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

**Seller(s)**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

**Buyer**

State of Florida Department of Transportation

BY: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name and Title

**VII. FINAL AGENCY ACCEPTANCE**

The Buyer has granted Final Agency Acceptance this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY: \_\_\_\_\_  
Signature Type or Print Name and Title

Legal Review: \_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name and Title

### ADDITIONAL SIGNATURES

SELLER(S):

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_

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Signature Date

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Type or Print Name

Exhibit "A"

Item Segment No. 2308793  
(Section No. 88503-2610)  
6-26-2025

Fee Simple Right of Way

Parcel No. 121	County Road 609	Indian River County	Description
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A portion of land lying in the East One-Half (E 1/2) of Section 35 and portion of the West One-Half (W 1/2) of Sections 12, 13, 24, 25 and 36, Township 32 South, Range 38 East, Indian River County, Florida, as shown on Sheets 5-27 of the Florida Department of Transportation Right of Way Map of County Road 609 (82nd Avenue/Ranch Road), Item/Segment No. 2308793, Section 88503-2610, being more particularly described as follows:

Begin at the Southwest corner of said Section 36, said corner also being on the Baseline of Survey of said County Road 609 (82nd Avenue/Ranch Road), thence North 89°42'51" West along the South line of said Section 35, a distance of 27.02 feet to the beginning of a non-tangent curve concave Southeasterly having a chord bearing of North 05°13'32" East; thence Northeasterly along said curve, having a radius of 10,009.00 feet, through a central angle of 01°54'10", an arc length of 332.37 feet to a point of reverse curvature with a curve concave Northwesterly, having a chord bearing of North 03°37'22" East; thence Northeasterly along said curve, having a radius of 9,889.00 feet, through a central angle of 05°06'29", an arc length of 881.61 feet to the end of said curve; thence North 01°04'08" East, a distance of 61.24 feet; thence North 00°19'08" East, a distance of 407.48 feet; thence North 00°15'15" West, a distance of 100.00 feet; thence North 00°19'08" East, a distance of 874.44 feet to a point on the South line of the Northwest One-Quarter (NW 1/4) of said Section 36; thence continue North 00°19'08" East, a distance of 946.21 feet; thence North 00°59'14" East, a distance of 300.02 feet; thence North 00°19'08" East, a distance of 1,407.89 feet to a point on the North line of said Section 36; thence North 00°21'44" East, a distance of 591.48 feet; thence North 00°04'03" West, a distance of 200.01 feet; thence North 00°21'44" East, a distance of 1,867.47 feet to a point on the South line of the Northwest One-Quarter (NW 1/4) of said Section 25; thence continue North 00°21'44" East, a distance of 332.49 feet; thence North 00°08'49" West, a distance of 450.02 feet; thence North 00°21'44" East, a distance of 639.97 feet; thence North 00°12'38" West, a distance of 250.01 feet; thence North 00°21'44" East, a distance of 986.56 feet to a point on the North line of said Section 25; thence North 00°19'14" East, a distance of 294.10 feet; thence North 00°59'20" East, a distance of 300.04 feet; thence North 00°19'14" East, a distance of 1,380.00 feet; thence North 00°59'20" East, a distance of 300.02 feet; thence North 00°19'14" East, a distance of 376.05 feet to a point on the South line of the Northwest One-Quarter (NW 1/4) of said Section 24; thence continue North 00°19'14" East, a distance of 623.25 feet; thence North 00°20'04" West, a distance of 350.02 feet; thence North 00°19'14" East, a distance of 1,677.22 feet to a point on the North line of said Section 24; thence North 00°42'47" East, a distance of 150.18 feet; thence North 00°08'25" East, a distance of 1,143.40 feet; thence North 00°42'47" East, a distance of 200.01 feet; thence North 00°08'25" East, a distance of 1,178.95 feet to a point on the South line of the Northwest One-Quarter (NW 1/4) of said Section 13; thence continue North 00°08'25" East, a distance of 1,201.14 feet; thence North 00°52'10" East, a distance of 550.04 feet; thence

Item Segment No. 2308793  
(Section No. 88503-2610)  
6-26-2025

Fee Simple Right of Way

Parcel No. 121	County Road 609	Indian River County	Description
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North 00°08'25" East, a distance of 599.90 feet; thence North 00°52'00" East, a distance of 321.55 feet to a point on the North line of said Section 13; thence continue North 00°52'00" East, a distance of 328.53 feet; thence North 00°10'57" East, a distance of 1,750.07 feet; thence North 00°23'25" West, a distance of 600.03 feet; thence North 00°11'11" East, a distance of 649.24 feet; thence North 00°25'30" West, a distance of 750.04 feet; thence North 00°11'11" East, a distance of 650.02 feet; thence North 00°23'12" West, a distance of 400.32 feet; thence South 89°48'49" East, a distance of 61.50 feet to a point on the Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence continue along said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line for the next six (6) courses: (1) South 00°11'11" West, a distance of 2,488.93 feet to a point on the South line of the Northwest One-Quarter (NW 1/4) of said Section 12; thence (2) South 00°10'57" West, a distance of 1,319.66 feet; thence (3) North 89°47'28" West, a distance of 12.50 feet; thence (4) South 00°10'57" West, a distance of 1,319.63 feet to a point on the North line of said Section 13; thence (5) South 00°08'25" West, a distance of 5,345.63 feet to a point on the North line of said Section 24; thence (6) South 00°19'14" West, a distance of 1,275.20 to a point intersecting the Northerly Existing Sebastian River Improvement District "C-10-E" Canal Right of Way line; thence South 89°07'44" East along said Northerly Existing Sebastian River Improvement District "C-10-E" Canal Right of Way line, a distance of 305.57 feet; thence South 00°19'14" West, a distance of 100.00 feet to a point on the Southerly Existing Sebastian River Improvement District "C-10-E" Canal Right of Way line; thence North 89°07'44" West along said Southerly Existing Sebastian River Improvement District "C-10-E" Canal Right of Way line, a distance of 318.07 feet to a point intersecting said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence South 00°19'14" West along said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line, a distance of 2,550.31 feet to point intersecting the Northerly Existing Sebastian River Improvement "C-11-E" Canal Right of Way line; thence South 89°10'27" East along said Northerly Existing Sebastian River Improvement "C-11-E" Canal Right of Way line, a distance of 93.50 feet; thence South 00°19'14" West, a distance of 100.00 feet to a point on the Southerly Existing Sebastian River Improvement "C-11-E" Canal Right of Way line; thence North 89°10'27" West along said Southerly Existing Sebastian River Improvement "C-11-E" Canal Right of Way line, a distance of 93.50 feet to a point intersecting said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence continue along said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line for the next two (2) courses: (1) South 00°19'14" West, a distance of 1,274.40 feet to a point on the North line of said Section 25; thence (2) South 00°21'44" West, a distance of 1,280.12 feet to a point intersecting the Northerly Existing Sebastian River Improvement "C-12-E" Canal Right of Way line; thence South 89°17'47" East along said Northerly Existing Sebastian River Improvement "C-12-E" Canal Right of Way line, a distance of 272.00 feet; thence South 00°12'38" East, a distance of 100.00 feet to a point on the Southerly Existing Sebastian River Improvement "C-12-E" Canal Right of Way line; thence

Item Segment No. 2308793  
(Section No. 88503-2610)  
6-26-2025

Fee Simple Right of Way

Parcel No. 121                  County Road 609                  Indian River County                  Description

North 89°17'47" West along said Southerly Existing Sebastian River Improvement "C-12-E" Canal Right of Way line, a distance of 285.50 feet to a point intersecting said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence South 00°21'44" West along said Easterly Existing Sebastian River Improvement Lateral "C" Canal Right of Way line, a distance of 2,558.89 feet to a point intersecting the Northerly Existing Sebastian River Improvement "C-13-E" Canal Right of Way line; thence South 89°29'07" East along said Northerly Existing Sebastian River Improvement "C-13-E" Canal Right of Way line, a distance of 286.80 feet; thence South 00°21'44" West, a distance of 100.00 feet to a point on the Southerly Existing Sebastian River Improvement "C-13-E" Canal Right of Way line; thence North 89°29'07" West along said Southerly Existing Sebastian River Improvement "C-13-E" Canal Right of Way line, a distance of 286.80 feet to a point intersecting said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence along said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line for the next two (2) courses: (1) South 00°21'44" West, a distance of 1,279.45 feet to a point on the North line of said Section 36; thence (2) South 00°19'08" West, a distance of 1,277.04 feet to a point intersecting the Northerly Existing Sebastian River Improvement "C-14-E" Canal Right of Way line; thence South 89°36'40" East along said Northerly Existing Sebastian River Improvement "C-14-E Canal Right of Way line, a distance of 302.22 feet; thence South 00°23'20" West, a distance of 100.00 feet to a point on the Southerly Existing Sebastian River Improvement "C-14-E" Canal Right of Way line; thence North 89°36'40" West along said Southerly Existing Sebastian River Improvement "C-14-E" Canal Right of Way line, a distance of 302.10 feet to a point intersecting said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence South 00°19'08" West along said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line, a distance of 2,554.10 feet to a point intersecting the Northerly Existing Sebastian River Improvement "C-15-E" Canal Right of Way line; thence South 89°39'52" East along said Northerly Existing Sebastian River Improvement "C-15-E" Canal Right of Way line, a distance of 257.99 feet; thence South 00°10'57" West, a distance of 100.00 feet to a point on the Southerly Existing Sebastian River Improvement "C-15-E" Canal Right of Way line; thence North 89°39'52" West along said Southerly Existing Sebastian River Improvement "C-15-E" Canal Right of Way line, a distance of 258.23 feet to a point intersecting said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence South 00°19'08" West along said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line, a distance of 1,277.06 feet to a point on the South line of said Section 36; thence North 89°41'11" West along the South line of said Section 36, a distance of 75.00 feet to the POINT OF BEGINNING.

Containing 25.928 acres, more or less.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PURCHASE AGREEMENT**

575-030-07a  
RIGHT OF WAY  
OGC - 03/24  
Page 1 of 4

ITEM SEGMENT NO.: 2308793  
DISTRICT: 4  
FEDERAL PROJECT NO.: D424 054 B  
COUNTY ROAD NO.: 609 (82<sup>nd</sup> Avenue/Ranch Road)  
COUNTY: Indian River  
PARCEL NO.: 702

**Seller:** Sebastian River Improvement District f/k/a Sebastian River Water Control District f/k/a Sebastian River Drainage District, a Water Control District

**Buyer:** State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

**I. Description of Property:**

(a) Estate Being Purchased:  Fee Simple  Permanent Easement  Temporary Easement  Leasehold

(b) Real Property Described As: See Exhibit "A"

(c) Personal Property: N/A

(d) Outdoor Advertising Structure(s) Permit Number(s): N/A

**Buildings, Structures, Fixtures and Other Improvements Owned By Others:** N/A

These items are NOT included in this agreement. A separate offer is being, or has been, made for these items.

**II. PURCHASE PRICE**

(a) Real Property		
Land	1.	\$ <u>300.00</u>
Improvements	2.	\$ <u>0.00</u>
Real Estate Damages (Severance/Cost-to-Cure)	3.	\$ <u>0.00</u>
<b>Total Real Property</b>	4.	\$ <u>300.00</u>
(b) Total Personal Property	5.	\$ <u>0.00</u>
(c) Fees and Costs		
Attorney Fees	6.	\$ <u>0.00</u>
Appraiser Fees	7.	\$ <u>0.00</u>
_____		
_____		
_____ Fee(s)	8.	\$ <u>0.00</u>
<b>Total Fees and Costs</b>	9.	\$ <u>0.00</u>
(d) Total Business Damages	10.	\$ <u>0.00</u>
(e) Total of Other Costs	11.	\$ <u>0.00</u>
List: _____		
_____		

**Total Purchase Price** (Add Lines 4, 5, 9, 10 and 11) \$ 300.00

**Total Global Settlement Amount**

(f) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing \$ 300.00

(g) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer upon surrender of possession or \_\_\_\_\_ \$ 0.00

**III. Additional Terms**

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with **Section 286.23, Florida Statutes**.

**IV. Closing Date**

The closing will occur no later than 60 days after Final Agency Acceptance.

**V. Typewritten or Handwritten Provisions**

Any typewritten or handwritten provisions or terms inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer, to indicate acceptance by both.

- There is an addendum to this agreement. Page \_\_\_\_\_ is made a part of this agreement.
- There is not an addendum to this agreement.

**VI. Acknowledgement of Final Agency Acceptance Required; Signatures**

Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

**Seller(s)**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

**Buyer**

State of Florida Department of Transportation

BY: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name and Title

**VII. FINAL AGENCY ACCEPTANCE**

The Buyer has granted Final Agency Acceptance this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY: \_\_\_\_\_  
Signature Type or Print Name and Title

Legal Review: \_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name and Title

### ADDITIONAL SIGNATURES

SELLER(S):

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

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Signature Date

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Type or Print Name

Exhibit "A"

Item Segment No. 2308793  
(Section No. 88503-2610)  
11-10-2025

Temporary Easement

Parcel No. 702	County Road 609	Indian River County	Description
----------------	-----------------	---------------------	-------------

A portion of the West One-Half (W 1/2) of Section 24, Township 32 South, Range 38 East, Indian River County, Florida, said portion lying Easterly of and adjacent to Parcel 121, extending Easterly no more than 25.00 feet between Baseline of Survey Stations 149+04.12 and 149+79.12, as shown on Sheet 15 of the Florida Department of Transportation Right of Way Map for County Road 609 (82nd Avenue/Ranch Road), Item/Segment No. 2308793, Section 88503-2610, being more particularly described as follows:

Containing 1,875 square feet, more or less.

A temporary easement for the purpose of demolition and removal and/or cutting, refacing and modifying of improvements that are partially on the area of Parcel 121 and partially on the remaining property area, and any work incidental to said activities and to tie-in and harmonize said property with the construction to be undertaken for the project.

This easement includes the right to ingress and egress, occupy, possess and control the property for the stated purposes, and to stage equipment for the stated purposes. By this easement, the Florida Department of Transportation is hereby authorized to apply for any and all necessary permits and/or approvals to accomplish the stated purposes.

This Easement shall expire upon the completion of the work described herein but not later than the last day of March, 2028.

## REQUEST FOR APPRAISAL – FEE OWNER

The Florida Department of Transportation  
Office of Right of Way  
3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

**SUBJECT: Request for Appraisal – Fee Owner**

Item/Segment #:	<u>2308793</u>
County Road No.:	<u>609 (82<sup>nd</sup> Ave/Ranch Rd)</u>
County:	<u>Indian River</u>
Parcel No.:	<u>121/702</u>

Dear Zabrina Meneses,

I have requested and received a copy of the appraisal report upon which the offer to purchase my property is based.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Legal by Evan P. Bain, P.S.M.  
 Docs. by Diana Helmer

Date: 06-26-2025  
 Date: 06-26-2025

Parcel No. 121  
 Item/Seg. No. 2308793  
 Section: 88503-2610  
 County R. No. 609  
 County R. Name: (82nd Ave/  
 Ranch Rd)  
 County: Indian River

Title Report No.: 24-126-004, 25-064-020\*

folio N/A

Legal description revised for incorrect direction in a bearing callout associated with "distance of 200.01 feet".

Item Segment No. 2308793  
 (Section No. 88503-2610)  
 6-26-2025

Fee Simple Right of Way

Parcel No. 121      County Road 609      Indian River County      Description

A portion of land lying in the East One-Half (E 1/2) of Section 35 and portion of the West One-Half (W 1/2) of Sections 12, 13, 24, 25 and 36, Township 32 South, Range 38 East, Indian River County, Florida, as shown on Sheets 5-27 of the Florida Department of Transportation Right of Way Map of County Road 609 (82nd Avenue/Ranch Road), Item/Segment No. 2308793, Section 88503-2610, being more particularly described as follows:

Begin at the Southwest corner of said Section 36, said corner also being on the Baseline of Survey of said County Road 609 (82nd Avenue/Ranch Road), thence North 89°42'51" West along the South line of said Section 35, a distance of 27.02 feet to the beginning of a non-tangent curve concave Southeasterly having a chord bearing of North 05°13'32" East; thence Northeasterly along said curve, having a radius of 10,009.00 feet, through a central angle of 01°54'10", an arc length of 332.37 feet to a point of reverse curvature with a curve concave Northwesterly, having a chord bearing of North 03°37'22" East; thence Northeasterly along said curve, having a radius of 9,889.00 feet, through a central angle of 05°06'29", an arc length of 881.61 feet to the end of said curve; thence North 01°04'08" East, a distance of 61.24 feet; thence North 00°19'08" East, a distance of 407.48 feet; thence North 00°15'15" West, a distance of 100.00 feet; thence North 00°19'08" East, a distance of 874.44 feet to a point on the South line of the Northwest One-Quarter (NW 1/4) of said Section 36; thence continue North 00°19'08" East, a distance of 946.21 feet; thence North 00°59'14" East, a distance of 300.02 feet; thence North 00°19'08" East, a distance of 1,407.89 feet to a point on the North line of said Section 36; thence North 00°21'44" East, a distance of 591.48 feet; thence North 00°04'03" West, a distance of 200.01 feet; thence North 00°21'44" East, a distance of 1,867.47 feet to a point on the South line of the Northwest One-Quarter (NW 1/4) of said Section 25; thence continue North 00°21'44" East, a distance of 332.49 feet; thence North 00°08'49" West, a distance of 450.02 feet; thence North 00°21'44" East, a distance of 639.97 feet; thence North 00°12'38" West, a distance of 250.01 feet; thence North 00°21'44" East, a distance of 986.56 feet to a point on the North line of said Section 25; thence North 00°19'14" East, a distance of 294.10 feet; thence North 00°59'20" East, a distance of 300.04 feet; thence North 00°19'14" East, a distance of 1,380.00 feet; thence North 00°59'20" East, a distance of 300.02 feet; thence North 00°19'14" East, a distance of 376.05 feet to a point on the South line of the Northwest One-Quarter (NW 1/4) of said Section 24; thence continue North 00°19'14" East, a distance of 623.25 feet; thence North 00°20'04" West, a distance of 350.02 feet; thence

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 County R. No. 609  
 County R. Name: (82nd Ave/  
 Ranch Rd)  
 County: Indian River

Title Report No.: 24-126-004, 25-064-020\*

folio N/A

North 00°19'14" East, a distance of 1,677.22 feet to a point on the North line of said Section 24; thence North 00°42'47" East, a distance of 150.18 feet; thence North 00°08'25" East, a distance of 1,143.40 feet; thence North 00°42'47" East, a distance of 200.01 feet; thence North 00°08'25" East, a distance of 1,178.95 feet to a point on the South line of the Northwest One-Quarter (NW 1/4) of said Section 13; thence continue North 00°08'25" East, a distance of 1,201.14 feet; thence North 00°52'10" East, a distance of 550.04 feet; thence North 00°08'25" East, a distance of 599.90 feet; thence North 00°52'00" East, a distance of 321.55 feet to a point on the North line of said Section 13; thence continue North 00°52'00" East, a distance of 328.53 feet; thence North 00°10'57" East, a distance of 1,750.07 feet; thence North 00°23'25" West, a distance of 600.03 feet; thence North 00°11'11" East, a distance of 649.24 feet; thence North 00°25'30" West, a distance of 750.04 feet; thence North 00°11'11" East, a distance of 650.02 feet; thence North 00°23'12" West, a distance of 400.32 feet; thence South 89°48'49" East, a distance of 61.50 feet to a point on the Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence continue along said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line for the next six (6) courses: (1) South 00°11'11" West, a distance of 2,488.93 feet to a point on the South line of the Northwest One-Quarter (NW 1/4) of said Section 12; thence (2) South 00°10'57" West, a distance of 1,319.66 feet; thence (3) North 89°47'28" West, a distance of 12.50 feet; thence (4) South 00°10'57" West, a distance of 1,319.63 feet to a point on the North line of said Section 13; thence (5) South 00°08'25" West, a distance of 5,345.63 feet to a point on the North line of said Section 24; thence (6) South 00°19'14" West, a distance of 1,275.20 to a point intersecting the Northerly Existing Sebastian River Improvement District "C-10-E" Canal Right of Way line; thence South 89°07'44" East along said Northerly Existing Sebastian River Improvement District "C-10-E" Canal Right of Way line, a distance of 305.57 feet; thence South 00°19'14" West, a distance of 100.00 feet to a point on the Southerly Existing Sebastian River Improvement District "C-10-E" Canal Right of Way line; thence North 89°07'44" West along said Southerly Existing Sebastian River Improvement District "C-10-E" Canal Right of Way line, a distance of 318.07 feet to a point intersecting said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence South 00°19'14" West along said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line, a distance of 2,550.31 feet to point intersecting the Northerly Existing Sebastian River Improvement "C-11-E" Canal Right of Way line; thence South 89°10'27" East along said Northerly Existing Sebastian River Improvement "C-11-E" Canal Right of Way line, a distance of 93.50 feet; thence South 00°19'14" West, a distance of 100.00 feet to a point on the Southerly Existing Sebastian River Improvement "C-11-E" Canal Right of Way line; thence North 89°10'27" West along said Southerly Existing Sebastian River Improvement "C-11-E" Canal Right of Way line, a distance of 93.50 feet to a point intersecting said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence continue along said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line for the next two (2) courses: (1) South 00°19'14" West, a distance of 1,274.40 feet to a point on the North line of said Section 25; thence (2) South 00°21'44" West, a distance of 1,280.12 feet to a point intersecting the Northerly Existing Sebastian River Improvement "C-12-E" Canal Right of Way line; thence South 89°17'47" East along said Northerly Existing Sebastian River Improvement "C-12-E" Canal Right of Way line, a distance of 272.00 feet;

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 Docs. by Diana Helmer

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Parcel No. 121  
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 County R. Name: (82nd Ave/  
 Ranch Rd)  
 County: Indian River

Title Report No.: 24-126-004, 25-064-020\*

folio N/A

thence South 00°12'38" East, a distance of 100.00 feet to a point on the Southerly Existing Sebastian River Improvement "C-12-E" Canal Right of Way line; thence North 89°17'47" West along said Southerly Existing Sebastian River Improvement "C-12-E" Canal Right of Way line, a distance of 285.50 feet to a point intersecting said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence South 00°21'44" West along said Easterly Existing Sebastian River Improvement Lateral "C" Canal Right of Way line, a distance of 2,558.89 feet to a point intersecting the Northerly Existing Sebastian River Improvement "C-13-E" Canal Right of Way line; thence South 89°29'07" East along said Northerly Existing Sebastian River Improvement "C-13-E" Canal Right of Way line, a distance of 286.80 feet; thence South 00°21'44" West, a distance of 100.00 feet to a point on the Southerly Existing Sebastian River Improvement "C-13-E" Canal Right of Way line; thence North 89°29'07" West along said Southerly Existing Sebastian River Improvement "C-13-E" Canal Right of Way line, a distance of 286.80 feet to a point intersecting said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence along said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line for the next two (2) courses: (1) South 00°21'44" West, a distance of 1,279.45 feet to a point on the North line of said Section 36; thence (2) South 00°19'08" West, a distance of 1,277.04 feet to a point intersecting the Northerly Existing Sebastian River Improvement "C-14-E" Canal Right of Way line; thence South 89°36'40" East along said Northerly Existing Sebastian River Improvement "C-14-E Canal Right of Way line, a distance of 302.22 feet; thence South 00°23'20" West, a distance of 100.00 feet to a point on the Southerly Existing Sebastian River Improvement "C-14-E" Canal Right of Way line; thence North 89°36'40" West along said Southerly Existing Sebastian River Improvement "C-14-E" Canal Right of Way line, a distance of 302.10 feet to a point intersecting said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence South 00°19'08" West along said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line, a distance of 2,554.10 feet to a point intersecting the Northerly Existing Sebastian River Improvement "C-15-E" Canal Right of Way line; thence South 89°39'52" East along said Northerly Existing Sebastian River Improvement "C-15-E" Canal Right of Way line, a distance of 257.99 feet; thence South 00°10'57" West, a distance of 100.00 feet to a point on the Southerly Existing Sebastian River Improvement "C-15-E" Canal Right of Way line; thence North 89°39'52" West along said Southerly Existing Sebastian River Improvement "C-15-E" Canal Right of Way line, a distance of 258.23 feet to a point intersecting said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence South 00°19'08" West along said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line, a distance of 1,277.06 feet to a point on the South line of said Section 36; thence North 89°41'11" West along the South line of said Section 36, a distance of 75.00 feet to the POINT OF BEGINNING.

Containing 25.928 acres, more or less.

Legal by	<u>Evan P. Bain, P.S.M.</u>	Date:	<u>06-26-2025</u>	Parcel No.	<u>121</u>
Docs. by	<u>Diana Helmer</u>	Date:	<u>06-26-2025</u>	Item/Seg. No.	<u>2308793</u>
				Section:	<u>88503-2610</u>
				County R. No.	<u>609</u>
Title Report No.:	<u>24-126-004, 25-064-020*</u>			County R. Name:	<u>(82nd Ave/ Ranch Rd)</u>
folio N/A				County:	<u>Indian River</u>

## Legal description as distributed at Phase I

~~Item Segment No. 2308793~~ ~~Fee Simple Right of Way~~  
~~(Section No. 88503-2610)~~  
~~3-24-2025~~

~~Parcel No. 121~~ ~~County Road 609~~ ~~Indian River County~~ ~~Description~~

~~A portion of land lying in the East One Half (E 1/2) of Section 35 and portion of the West One Half (W 1/2) of Sections 12, 13, 24, 25 and 36, Township 32 South, Range 38 East, Indian River County, Florida, as shown on Sheets 5-27 of the Florida Department of Transportation Right of Way Map of County Road 609 (82nd Avenue/Ranch Road), Item/Segment No. 2308793, Section 88503-2610, being more particularly described as follows:~~

~~Begin at the Southwest corner of said Section 36, said corner also being on the Baseline of Survey of said County Road 609 (82nd Avenue/Ranch Road), thence North 89°42'51" West along the South line of said Section 35, a distance of 27.02 feet to the beginning of a non-tangent curve concave Southeasterly having a chord bearing of North 05°13'32" East; thence Northeasterly along said curve, having a radius of 10,009.00 feet, through a central angle of 01°54'10", an arc length of 332.37 feet to a point of reverse curvature with a curve concave to the Northwesterly, having a chord bearing of North 03°37'22" East; thence Northeasterly along said curve, having a radius of 9,889.00 feet, through a central angle of 05°06'29", an arc length of 881.61 feet to the end of said curve; thence North 01°04'08" East, a distance of 61.24 feet; thence North 00°19'08" East, a distance of 407.48 feet; thence North 00°15'15" West, a distance of 100.00 feet; thence North 00°19'08" East, a distance of 874.44 feet to a point on the South line of the Northwest One Quarter (NW 1/4) of said Section 36; thence continue North 00°19'08" East, a distance of 946.21 feet; thence North 00°59'14" East, a distance of 300.02 feet; thence North 00°19'08" East, a distance of 1,407.89 feet to a point on the North line of said Section 36; thence North 00°21'44" East, a distance of 591.48 feet; thence North 00°04'03" East, a distance of 200.01 feet; thence North 00°21'44" East, a distance of 1,867.47 feet to a point on the South line of the Northwest One Quarter (NW 1/4) of said Section 25; thence continue North 00°21'44" East, a distance of 332.49 feet; thence North 00°08'49" West, a distance of 450.02 feet; thence North 00°21'44" East, a distance of 639.97 feet; thence North 00°12'38" West, a distance of 250.01 feet; thence North 00°21'44" East, a distance of 986.56 feet to a point on the North line of said Section 25; thence North 00°19'14" East, a distance of 294.10 feet; thence North 00°59'20" East, a distance of 300.04 feet; thence North 00°19'14" East, a distance of 1,380.00 feet; thence North 00°59'20" East, a distance of 300.02 feet; thence North 00°19'14" East, a distance of 376.05 feet to a point on the South line of the Northwest One Quarter (NW 1/4) of Section 24; thence continue North 00°19'14" East, a distance of 623.25 feet; thence North 00°20'04" West, a distance of 350.02 feet; thence North 00°19'14" East, a~~

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 Docs. by Diana Helmer

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 County R. No. 609  
 County R. Name: (82nd Ave/  
 Ranch Rd)  
 County: Indian River

Title Report No.: 24-126-004, 25-064-020\*

folio N/A

distance of 1,677.22 feet to a point on the North line of said Section 24; thence North 00°42'47" East, a distance of 150.18 feet; thence North 00°08'25" East, a distance of 1,143.40 feet; thence North 00°42'47" East, a distance of 200.01 feet; thence North 00°08'25" East, a distance of 1,178.95 feet to a point on the South line of the Northwest One Quarter (NW 1/4) of said Section 13; thence continue North 00°08'25" East, a distance of 1,201.14 feet; thence North 00°52'10" East, a distance of 550.04 feet; thence North 00°08'25" East, a distance of 599.90 feet; thence North 00°52'00" East, a distance of 321.55 feet to a point on the North line of said Section 13; thence continue North 00°52'00" East, a distance of 328.53 feet; thence North 00°10'57" East, a distance of 1,750.07 feet; thence North 00°23'25" West, a distance of 600.03 feet; thence North 00°11'11" East, a distance of 649.24 feet; thence North 00°25'30" West, a distance of 750.04 feet; thence North 00°11'11" East, a distance of 650.02 feet; thence North 00°23'12" West, a distance of 400.32 feet; thence South 89°48'49" East, a distance of 61.50 feet to a point on the Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence continue along said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line for the next six (6) courses: (1) South 00°11'11" West, a distance of 2,488.93 feet to a point on the South line of the Northwest One Quarter (NW 1/4) of said Section 12; thence (2) South 00°10'57" West, a distance of 1,319.66 feet; thence (3) North 89°47'28" West, a distance of 12.50 feet; thence (4) South 00°10'57" West, a distance of 1,319.63 feet to a point on the North line of said Section 13; thence (5) South 00°08'25" West, a distance of 5,345.63 feet to a point on the North line of said Section 24; thence (6) South 00°19'14" West, a distance of 1,275.20 to a point intersecting the Northerly Existing Sebastian River Improvement District "C 10-E" Canal Right of Way line; thence South 89°07'44" East along said Northerly Existing Sebastian River Improvement District "C 10 E" Canal Right of Way line, a distance of 305.57 feet; thence South 00°19'14" West, a distance of 100.00 feet to a point on the Southerly Existing Sebastian River Improvement District "C 10 E" Canal Right of Way line; thence North 89°07'44" West along said Southerly Existing Sebastian River Improvement District "C 10 E" Canal Right of Way line, a distance of 318.07 feet to a point intersecting said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence South 00°19'14" West along said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line, a distance of 2,550.31 feet to point intersecting the Northerly Existing Sebastian River Improvement "C 11 E" Canal Right of Way line; thence South 89°10'27" East along said Northerly Existing Sebastian River Improvement "C 11 E" Canal Right of Way line, a distance of 93.50 feet; thence South 00°19'14" West, a distance of 100.00 feet to a point on the Southerly Existing Sebastian River Improvement "C 11 E" Canal Right of Way line; thence North 89°10'27" West along said Southerly Existing Sebastian River Improvement "C 11 E" Canal Right of Way line, a distance of 93.50 feet to a point intersecting said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence continue along said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line for the next two (2) courses: (1) South 00°19'14" West, a distance of 1,274.40 feet to a point on the North line of said Section 25; thence (2) South 00°21'44" West, a distance of 1,280.12 feet to a point intersecting the Northerly Existing Sebastian River Improvement "C 12 E" Canal Right of Way line; thence South 89°17'47" East along said Northerly Existing Sebastian River Improvement "C 12 E" Canal Right of Way line, a distance of 272.00 feet; thence

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 County R. No. 609  
 County R. Name: (82nd Ave/  
 Ranch Rd)  
 County: Indian River

Title Report No.: 24-126-004, 25-064-020\*

folio N/A

~~South 00°12'38" East, a distance of 100.00 feet to a point on the Southerly Existing Sebastian River Improvement "C 12 E" Canal Right of Way line; thence North 89°17'47" West along said Southerly Existing Sebastian River Improvement "C 12 E" Canal Right of Way line, a distance of 285.50 feet to a point intersecting said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence South 00°21'44" West along said Easterly Existing Sebastian River Improvement Lateral "C" Canal Right of Way line, a distance of 2,558.89 feet to a point intersecting the Northerly Existing Sebastian River Improvement "C-13 E" Canal Right of Way line; thence South 89°29'07" East along said Northerly Existing Sebastian River Improvement "C 13 E" Canal Right of Way line, a distance of 286.80 feet; thence South 00°21'44" West, a distance of 100.00 feet to a point on the Southerly Existing Sebastian River Improvement "C 13 E" Canal Right of Way line; thence North 89°29'07" West along said Southerly Existing Sebastian River Improvement "C 13 E" Canal Right of Way line, a distance of 286.80 feet to a point intersecting said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence along said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line for the next two (2) courses: (1) South 00°21'44" West, a distance of 1,279.45 feet to a point on the North line of said Section 36; thence (2) South 00°19'08" West, a distance of 1,277.04 feet to a point intersecting the Northerly Existing Sebastian River Improvement "C 14 E" Canal Right of Way line; thence South 89°36'40" East along said Northerly Existing Sebastian River Improvement "C 14 E Canal Right of Way line, a distance of 302.22 feet; thence South 00°23'20" West, a distance of 100.00 feet to a point on the Southerly Existing Sebastian River Improvement "C-14 E" Canal Right of Way line; thence North 89°36'40" West along said Southerly Existing Sebastian River Improvement "C 14 E" Canal Right of Way line, a distance of 302.10 feet to a point intersecting said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence South 00°19'08" West along said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line, a distance of 2,554.10 feet to a point intersecting the Northerly Existing Sebastian River Improvement "C 15 E" Canal Right of Way line; thence South 89°39'52" East along said Northerly Existing Sebastian River Improvement "C 15 E" Canal Right of Way line, a distance of 257.99 feet; thence South 00°10'57" West, a distance of 100.00 feet to a point on the Southerly Existing Sebastian River Improvement "C-15 E" Canal Right of Way line; thence North 89°39'52" West along said Southerly Existing Sebastian River Improvement "C 15 E" Canal Right of Way line, a distance of 258.23 feet to a point intersecting said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line; thence South 00°19'08" West along said Easterly Existing Sebastian River Improvement District Lateral "C" Canal Right of Way line, a distance of 1,277.06 feet to a point on the South line of said Section 36; thence North 89°41'11" West along the South line of said Section 36, a distance of 75.00 feet to the POINT OF BEGINNING.~~

~~Containing 25.928 acres, more or less.~~

Legal by Evan P. Bain, P.S.M.  
Docs. by Diana Helmer

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County R. Name: (82nd Ave/  
Ranch Rd)  
County: Indian River

Title Report No.: 24-126-004, 25-064-020\*

folio N/A

D.O.T. No. 121.1

Type of Instrument: WD (modified-county) (03-BSD.03)

Owner: **SEBASTIAN RIVER IMPROVEMENT DISTRICT F/K/A SEBASTIAN RIVER WATER CONTROL DISTRICT F/K/A SEBASTIAN RIVER DRAINAGE DISTRICT, A WATER CONTROL DISTRICT**

Address: 2501A Bums Rd., Palm Beach Gardens, FL 33410

D.O.T. No. 121.2

Type of Instrument: Resolution (modified-county) (03-BSD.04)

Owner: **SEBASTIAN RIVER IMPROVEMENT DISTRICT F/K/A SEBASTIAN RIVER WATER CONTROL DISTRICT F/K/A SEBASTIAN RIVER DRAINAGE DISTRICT, A WATER CONTROL DISTRICT**

Address: 2501A Bums Rd., Palm Beach Gardens, FL 33410

121/702

Legal by Robert J. Mellis, PLS  
Docs. by Diana Helmer

Date: 11-10-2025  
Date: 11-25-2025

Parcel No. 702  
Item/Seg. No. 2308793  
Section: 88503-2610  
County R. No. 609  
County R. Name: (82nd Ave/  
Ranch Rd)  
County: Indian River

Title Report No.: 24-126-004, 25-064-020\*

folio N/A

**11/24/2025 (Diana Helmer)**  
**Parcel added as requested by Carlos Peruyera (Right of Way) for demolition**

Item Segment No. 2308793  
(Section No. 88503-2610)  
11-10-2025

Temporary Easement

Parcel No. 702      County Road 609      Indian River County      Description

A portion of the West One-Half (W 1/2) of Section 24, Township 32 South, Range 38 East, Indian River County, Florida, said portion lying Easterly of and adjacent to Parcel 121, extending Easterly no more than 25.00 feet between Baseline of Survey Stations 149+04.12 and 149+79.12, as shown on Sheet 15 of the Florida Department of Transportation Right of Way Map for County Road 609 (82nd Avenue/Ranch Road), Item/Segment No. 2308793, Section 88503-2610, being more particularly described as follows:

Containing 1,875 square feet, more or less.

A temporary easement for the purpose of demolition and removal and/or cutting, refacing and modifying of improvements that are partially on the area of Parcel 121 and partially on the remaining property area, and any work incidental to said activities and to tie-in and harmonize said property with the construction to be undertaken for the project.

This easement includes the right to ingress and egress, occupy, possess and control the property for the stated purposes, and to stage equipment for the stated purposes. By this easement, the Florida Department of Transportation is hereby authorized to apply for any and all necessary permits and/or approvals to accomplish the stated purposes.

This Easement shall expire upon the completion of the work described herein but not later than the last day of **March, 2028.**

121/702

Legal by Robert J. Mellis, PLS  
Docs. by Diana Helmer

Date: 11-10-2025  
Date: 11-25-2025

Parcel No. 702  
Item/Seg. No. 2308793  
Section: 88503-2610  
County R. No. 609  
County R. Name: (82nd Ave/  
Ranch Rd)  
County: Indian River

Title Report No.: 24-126-004, 25-064-020\*

folio N/A

D.O.T. No. 702.1

Type of Instrument: TE (modified-county) (08-TE.11)

Owner: **SEBASTIAN RIVER IMPROVEMENT DISTRICT F/K/A SEBASTIAN RIVER WATER CONTROL DISTRICT F/K/A SEBASTIAN RIVER DRAINAGE DISTRICT, A WATER CONTROL DISTRICT**

Address: 2501A Bums Rd., Palm Beach Gardens, FL 33410

D.O.T. No. 702.2

Type of Instrument: Resolution (modified-county) (08-TE.12)

Owner: **SEBASTIAN RIVER IMPROVEMENT DISTRICT F/K/A SEBASTIAN RIVER WATER CONTROL DISTRICT F/K/A SEBASTIAN RIVER DRAINAGE DISTRICT, A WATER CONTROL DISTRICT**

Address: 2501A Bums Rd., Palm Beach Gardens, FL 33410

## SRID Surplus Lands Application

Sebastian River Improvement District  
Attn: District Manager

Re: Request to Declare District Lands as Surplus

Dear District Manager,

Please accept the enclosed application requesting that specific District lands be declared surplus in accordance with the SRID Surplus Lands Guidelines. All required materials, supporting documentation, fees, and statements have been included or noted as pending.

We respectfully request that the District review this application and advise of any additional information needed. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "THAMMOND", with a horizontal line underneath it.

Thomas S Hammond

## SRID Surplus Lands Application

### A. Applicant Information

Qualified Applicant Name: Hammond Family Investments, LLC, Riverbridge Farms, LLC, and BayTree Ventures, LLC  
Representative Name (if applicable): Thomas S Hammond  
Mailing Address: PO Box 643278  
City/State/ZIP: Vero Beach, FL 32964  
Phone: 772-473-3481  
Email: tom@sebastianriverfarms.com

Relationship to Subject Property:

- Owner of adjacent land  
 Owner of underlying fee title encumbered by SRID easement

### B. Required Fees

1. \$500 Non-Refundable Application / Processing Fee  
 Attached  Pending
2. \$2,500 Initial Professional Fee Deposit  
 Attached  Pending

### C. Boundary Survey

- Boundary survey attached  
 Pending; expected date: \_\_\_\_\_

### D. Evidence of Title

Provide evidence of fee title to adjacent land or underlying fee title to land with SRID easement.

- Deed(s)  
 Title commitment/report  
 Appraiser documentation  
 Other: \_\_\_\_\_

### E. Proposed Use / Development Statement

Describe proposed use or development:

We intend to incorporate the surplus District lands into the operation, management and development of the adjacent property. The area will be used to improve access, operational efficiency and boundary alignment. The proposed use will not affect SRID infrastructure or District purposes. All improvements will comply with SRID standards and applicable regulatory requirements.

**F. Public Interest Justification**

Describe how the request is in the public interest:

This request will allow us to better align and manage the surrounding property, resulting in improved land stewardship and operational efficiency. Consolidating boundaries will reduce maintenance conflicts and support long term planning in the area.

**G. Certified Appraisal**

- Appraisal attached
- Pending; expected date: \_\_\_\_\_

**H. Additional Technical Documentation**

List additional documents (if any):

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**I. Signature**

Applicant Signature:  \_\_\_\_\_

Name: Thomas S Hammond

Title (if applicable): Owner / Manager

Date: 12/3/2025



BayTree Ventures, LLC parcel report

[qPublic - Indian River County, FL - Report: 32381400000500000001.0](#)

Hammond Family Investments LLC and Riverbridge Farms, LLC parcel report

[qPublic - Indian River County, FL - Report: 32381400000500000003.0](#)

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**COVER PAGE**

Title of Document: Trustee's Quitclaim Deed

Grantor: David A. Sosne, Chapter 7 Trustee for the bankruptcy estate of  
Ranch Road Lake, LLC

Grantor's Address: 8909 Ladue Road, St. Louis, Missouri, 63124.

Grantee: BayTree Ventures, LLC

Grantees' Address: 5955 82<sup>nd</sup> Avenue, Vero Beach, FL 32966

Legal Description: See Attached Exhibit "A".

Date: May 13, 2015

## TRUSTEE'S QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, on January 22, 2014 (the "Petition Date"), creditors of Ranch Road Lake, L.L.C., a Florida limited liability company (the "Debtor") filed an involuntary petition against Debtor under Chapter 7 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as amended (the "Bankruptcy Code").

WHEREAS, the Order for Relief was entered in Debtor's bankruptcy proceeding on April 23, 2014, and David A. Sosne ("Trustee"), was duly appointed as the Chapter 7 Trustee in bankruptcy for said Debtor on April 24, 2014.

WHEREAS, Debtor's bankruptcy case remains pending as Case No. 14-40386-659, in the United States Bankruptcy Court for the Eastern District of Missouri (the "Bankruptcy Court").

WHEREAS, among the assets of the bankruptcy estate is Debtor's Petition Date interest in certain real property addressed as 82<sup>nd</sup> Avenue, Vero Beach, Indian River County, FL 32967, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property").

WHEREAS, Trustee entered into an Asset Purchase Agreement, dated April 17, 2015 (the "APA") contract with BayTree Ventures, LLC, a Florida limited liability company (the "Buyer"), pursuant to which Trustee agreed to sell the bankruptcy estate's interest in the Property to Buyer, subject to the approval of the Bankruptcy Court and the terms and conditions of the APA.

WHEREAS, on or about March 20, 2015, Trustee filed his Motion for Order (A) Approving the Sale of Assets and (B) Approving Disbursements from Proceeds of Sale (the "Sale Motion") seeking authority from the Bankruptcy Court to sell the Property on an "AS IS, WHERE IS" basis, pursuant to 11 U.S.C. § 363.

WHEREAS, Trustee notified Debtor, its creditors, the United States Trustee and other parties in interest of the Sale Motion by Notice dated March 20, 2015, and received no objections thereto within the time provided for in said Notice.

WHEREAS, the Bankruptcy Court, by Order dated April 28, 2015, approved the Sale Motion, and ordered that Trustee was/is authorized to sell the Property to Buyer on an "AS IS" basis, without representation or warranty of any kind, pursuant to 11 U.S.C. § 363 as set forth in the APA. A certified copy of the Bankruptcy Court's Order is attached hereto as **Exhibit "B"**.

NOW, THEREFORE, I, the undersigned Trustee in Bankruptcy, by virtue of the rights and powers vested in me by provisions of the Bankruptcy Code and by Order of the Bankruptcy



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

PARCEL I:

The North one-half (N 1/2) of the North one-half (N 1/2) of the South one-half (S 1/2) of Section 14, Township 32 South, Range 38 East, Indian River County, Florida; said land lying and being in Indian River County, Florida.

LESS AND EXCEPT all those parts thereof transferred and conveyed to Sebastian River Drainage District by Quit Claim Deed dated June 10, 1940 and recorded in Deed Book 32, Page 177, public records of Indian River County, Florida, as rights of way for canals and other drainage purposes as set forth in said Quit Claim Deed.

FURTHER LESS AND EXCEPT the North 30.00 feet thereof as conveyed in O. R. Book 1982, Page 2439, Public Records of Indian River County, Florida.

PARCEL II:

The South one-half (S 1/2) of the following described property:

The North one-half (N 1/2) of the South one-half (S 1/2) of Section 14, Township 32 South, Range 38 East, Indian River County, Florida; said land lying and being in Indian River County, Florida.

LESS AND EXCEPT all those parts thereof transferred and conveyed to Sebastian River Drainage District by Quit Claim Deed dated June 10, 1940 and recorded in Deed Book 32, Page 177, public records of Indian River County, Florida, as rights of way for canals and other drainage purposes as set forth in said Quit Claim Deed.

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

In re:	)	Involuntary Chapter 7
	)	
RANCH ROAD LAKE, L.L.C.,	)	Case No. 14-40386-659
	)	
Debtor.	)	Honorable Kathy A. Surratt-States
	)	
	)	Hearing Date: April 27, 2015
	)	Hearing Time: 10:00 am
	)	
	)	Objection Deadline: April 23, 2015
	)	(at 5:00pm prevailing Central Time)

**ORDER GRANTING MOTION FOR ORDER (A) APPROVING THE SALE OF ASSETS  
AND (B) APPROVING DISBURSEMENTS FROM PROCEEDS OF SALE**

This matter came before the Court on the Motion for Order (A) Approving the Sale of Assets and (B) Approving Disbursements from Proceeds of Sale (the “Sale Motion”) filed by David A. Sosne (“Trustee”), Chapter 7 Trustee for the bankruptcy estate of Ranch Road Lake, L.L.C. (“Debtor”) with respect to the sale of the Acquired Assets,<sup>1</sup> as more specifically described in the Sale Motion. The Sale Motion sought this Court’s approval of a proposed asset purchase transaction by and between Trustee and Stewart Mining Industries, Inc. (“SMI”) or other Successful Bidder. After due and appropriate notice of the Sale Motion and consideration of the record in this matter, including all facts and other evidence submitted and proffered on the record at the hearing conducted on April 27, 2015, which facts and evidence are deemed incorporated herein, upon due deliberation,

THE COURT HEREBY FINDS AS FOLLOWS:<sup>2</sup>

<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Sale Motion or the Procedures Order, as applicable.

<sup>2</sup> The findings and conclusions contained herein comprise the Court’s findings of fact and conclusions of law pursuant to Federal Rule of Bankruptcy Procedure 7052 (“Bankruptcy Rule 7052”), applicable to this matter.



Jurisdiction and Final Order

A. This Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N), and (O). Venue in this District and Division is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This Order comprises a final and appealable order under 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) of the Federal Rules of Bankruptcy Procedure, this Court finds that no cause exists to delay the implementation or effectiveness of this Order and cause exists to permit this Order to become final in order to permit the transaction/s authorized herein. As a result, this Order shall not be stayed and shall be effective immediately upon its entry upon the docket of this Court.

Sale Procedures, Notice of Sale Motion (Section 363(b)) and Auction Conduct

C. On January 22, 2014 (the "Petition Date"), creditors of Debtor filed an involuntary petition against Debtor under Chapter 7 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as amended (the "Bankruptcy Code").

D. The Order for Relief was entered in Debtor's bankruptcy proceeding on April 23, 2014, and Trustee was appointed as the Chapter 7 trustee for Debtor's bankruptcy estate on April 24, 2014.

E. On or about March 20, 2015, Trustee filed his Motion for Order (I) Approving Bidding Procedures; (II) Approving Break-Up Fee; (III) Authorizing Auction; and (IV) Setting a Hearing on the Approval of the Sale of Assets (the "Procedures Motion"). The Procedures

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pursuant to Bankruptcy Rule 9014. When appropriate and applicable, findings of fact herein shall be construed as conclusions of law and conclusions of law herein shall be construed as findings of fact. See Fed. R. Bankr. P. 9052.



Motion sought, among other things, this Court's approval of the Bid Procedures to establish Qualified Bidders and the procedures for conduct of the Auction.

F. This Court approved the Procedures Motion, along with proposed Bidding Procedures by order dated March 26, 2015 (the "Procedures Order").

G. As evidenced by the Certificate of Service filed by the Trustee on March 20, 2015, the Trustee served a copy of the Sale Motion (including a copy of the proposed Asset Purchase Agreement dated February 5, 2015, as amended, (the "APA")), Notice of the Sale Motion, and the Procedures Order (including the Bid Procedures), to the parties on the Debtor's matrix, other parties requesting notice in the Debtor's Chapter 7 case and potential purchasers/bidders and other interested parties that expressed an interest in the Acquired Assets.

H. The Notice of the Sale Motion disclosed the material terms of the proposed sale as well as the date set for the proposed auction, the time within which objections could be filed and served, and the date, time, and place of the hearing on any timely objections.

I. Service of the Sale Motion with the attached APA, the Notice of the Sale Motion and the Procedures Order was provided in accord with Section 363(b) of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004. As a result, the referenced notice was timely, proper, and appropriate under the circumstances. No further notice need be given of the Sale Motion, the Auction, or the Sale Hearing.

J. The Auction process set forth in the Procedures Order afforded a full, fair and reasonable opportunity for any entity or person to make a higher or otherwise better offer to purchase the Acquired Assets.



K. The Auction was duly noticed and conducted in a non-collusive, fair and good faith manner, and a reasonable opportunity was given for any entity or person to make a higher and better offer for the Acquired Assets.

Highest and Best Offer and Value Proffered

L. The Asset Purchase Agreement dated April 17, 2015, as may be amended (the "Final APA") submitted by BayTree Ventures, LLC (the "Purchaser"), a duplicate of which is attached hereto as **Exhibit "A"**, constitutes the highest and best offer for the Acquired Assets and will provide greater proceeds for the bankruptcy estate and affected creditors and greater benefits for other parties in interest than would be provided by any other available alternative.

M. The Trustee's determination that the Final APA comprises the highest and best offer for the Acquired Assets constitutes a valid and sound exercise of the Trustee's business judgment.

N. The Final APA represents a fair and reasonable offer to purchase the Acquired Assets under the circumstances of this case. No other entity/ies or person/s have offered to purchase the Acquired Assets for greater economic value to the bankruptcy estate than Purchaser.

O. The consideration to be paid and provided by Purchaser under the Final APA is fair and adequate and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States and all other applicable law.

Section 363(f)

P. Purchaser would not have entered into the Final APA and would not consummate the transactions thereunder if the sale of the Acquired Assets was not free and clear of liens, claims and interests of any kind or nature whatsoever (except for those specifically assumed by



Purchaser under the Final APA or specifically excepted in the Final APA (such as title exceptions)).

Q. The Trustee may sell the Acquired Assets free and clear of all liens, claims and interests (except for those specifically assumed by Purchaser under the Final APA or specifically excepted in the Final APA (such as title exceptions)) because one or more of the standards set forth in Section 363(f)(1-5) of the Bankruptcy Code has been satisfied. Those holders of liens, claims, and interests against any of the Acquired Assets who did not object, or who withdrew their objections, to the Sale Motion are deemed to have consented thereto pursuant to Section 363(f)(2) of the Bankruptcy Code.

Section 363(m)

R. Purchaser, Trustee and the Debtor are not affiliated with each other, nor are they insiders of each other as that term is defined in Section 101(31) of the Bankruptcy Code. There are no common incorporators, executive officers, directors, or members between Purchaser and the Debtor.

S. The proposed sale does not constitute a *de facto* merger or consolidation, and there is no continuity between Purchaser and the Debtor.

T. The proposed sale comprises a transaction between the Trustee and a non-insider, non-affiliated party after a comprehensive marketing process where numerous parties had the opportunity to evaluate the Acquired Assets and offer to purchase them, an active bid process and an Auction with multiple participants.

U. Purchaser comprises a good faith purchaser of the Acquired Assets.

General Findings



V. The Trustee has full power and authority to execute and deliver the Final APA and all other documents contemplated thereby and thereunder, and no further consents or approvals are required for the Trustee to consummate the Sale contemplated by the Final APA, except as otherwise set forth in the Final APA or herein.

W. As of Closing, the transfer of the Acquired Assets to Purchaser will be a legal, valid and effective transfer of those assets and vests, or will vest, Purchaser with all right, title and interest of the bankruptcy estate to the Acquired Assets free and clear of all liens, claims and interests accruing, arising or relating thereto at any time prior to Closing, except for those specifically assumed by Purchaser under the Final APA (the "Assumed Liabilities") or specifically excepted in the Final APA (such as title exceptions).

X. The Trustee has presented sufficient evidence, including evidence provided by offer of proof, and articulated good cause for this Court to grant the relief requested in the Sale Motion.

Y. Approval of the Sale Motion and the APA and the consummation of the sale contemplated therein are in the best interest of the bankruptcy estate.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

General Provisions

1. The relief requested in the Sale Motion, and the sale contemplated thereby and by the Final APA, is granted and approved, subject in all respects to the terms and conditions contained in this Order. All objections to the Bid Procedures, the Break-up Fee, the Auction, the Sale Motion, or the relief requested therein are hereby overruled.



2. Those parties having interests in property of the estate who did not object to the Sale Motion are deemed to have consented to the relief hereunder pursuant to Section 363(f)(2) of the Bankruptcy Code

Approval of the Final APA

3. The Final APA, as attached hereto and modified by the terms of this Order, is hereby approved in its entirety and incorporated herein by reference.

4. Pursuant to Section 363(b) of the Bankruptcy Code, the Trustee is authorized to take any and all actions necessary or appropriate to (a) consummate the sale contemplated by the Final APA in accord with its terms and conditions, (b) close the sale contemplated by the Final APA and this Order, (c) execute and deliver the Final APA and take all other actions necessary and/or appropriate to effectuate the transactions contemplated by the Final APA and this Order, together with all instruments and documents set forth, described, or referenced in the Final APA, and (d) fulfill all other obligations stated in the Final APA, all without further order of this Court.

Transfer of the Acquired Assets and Assumed Agreements

5. The Trustee is authorized (a) to sell the bankruptcy estate's interest in the Acquired Assets to Purchaser, or its assign/designee, pursuant to Sections 363(b) and (f) of the Bankruptcy Code and (b) to assign the Assumed Liabilities to Purchaser, or its assign/designee, pursuant to Section 365 of the Bankruptcy Code. The Acquired Assets shall be transferred to Purchaser on an "AS IS, WHERE IS" basis, free and clear of any liens, claims, interests, assessments and encumbrances pursuant to 11 U.S.C. § 363 (except as otherwise stated in the Final APA), and any such valid liens, claims, interests, assessments and encumbrances, shall attach to the proceeds of sale to the fullest extent permissible under Section 363(f) of the Bankruptcy Code.



6. The transfer of the Acquired Assets to Purchaser (a) is or shall be a legal, valid, and effective transfer of the Acquired Assets; authorized and directed pursuant to the Bankruptcy Code, and (b) vests or shall vest Purchaser with all right, title, and interest of the bankruptcy estate in and to the Acquired Assets free and clear of all claims and encumbrances (other than Purchaser's obligations under the Final APA, those specifically excepted in the Final APA (such as title exceptions) and the Assumed Liabilities), to the full extent of Section 363 of the Bankruptcy Code.

7. Any and all persons and entities that presently, or as of Closing may be, in possession of the Acquired Assets are hereby directed to surrender possession of the Acquired Assets to the Trustee prior to Closing or to Purchaser on the Closing Date.

8. Except as expressly permitted or otherwise specifically provided by the Final APA or this Order, all entities holding liens, claims and interests in all or any portion of the Acquired Assets (other than the Assumed Liabilities and items specifically excepted in the Final APA (such as title exceptions)) arising under or out of, in connection with, or in any way relating to the Trustee, Debtor, the Acquired Assets, the operation of the Debtor's business prior to closing, or the transfer of the Acquired Assets to Purchaser, are forever barred, estopped and permanently enjoined from asserting against Purchaser, or its successors or assigns, their property or the Acquired Assets, any such liens, claims and interests in and to the Acquired Assets.

9. On the Closing Date, each creditor is authorized and directed to execute such documents and take all other actions as may be necessary to release liens, claims and interests on and in the Acquired Assets, if any, as provided for herein, as such liens, claims and interests may have been recorded or may otherwise exist. Upon consummation of the sale contemplated under



the Final APA, the Trustee hereby is authorized and directed, and Purchaser is hereby authorized, to file termination statements or lien terminations in any required jurisdiction to remove any record, notice filing, or financing statement recorded to attach, perfect, or otherwise notice any lien or encumbrance that is extinguished or otherwise released pursuant to this Order under Section 363 and the related provisions of the Bankruptcy Code.

10. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the appropriate recorder, secretary of state, or other filing office to act to evidence the cancellation and release of any of the liens, claims and interests of record. To that end, this Order is and shall be binding upon and govern the acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders or registrars of mortgages or deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing entities hereby is directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Final APA.

#### Disposition of Sale Proceeds

11. The commission of the Realtor, calculated as set forth in the listing agreement between the Trustee and Realtor previously approved by this Court, plus an additional Fifteen Thousand and 00/100 Dollars (\$15,000.00) (collectively the "Commission")<sup>3</sup>, is hereby approved as reasonable and shall be paid from the proceeds of sale as hereafter described.

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<sup>3</sup> Per representations of counsel at the hearing on this matter, the additional \$15,000.00 payment to Realtor was agreed and consented to by and between Bank and Trustee.



12. At closing, the Trustee is authorized to pay and shall satisfy, from the proceeds of sale, the following debts, amounts, and other expenses and costs in the following order:

- a. The Breakup Fee and return of Deposit to SMI.
- b. Closing costs, if any, including, but not limited to, the Commission.
- c. Superpriority administrative claim of Bank.
- d. All obligations secured by the valid security interests of Bank, subject to and in accordance with prior Orders of this Court (such as the Trustee's carve-out for administrative claims, including the Trustee's commission, the Trustee's attorneys' fees and fees of his other professionals, the Trustee's expenses and other administrative claims incurred by the Trustee), as well as any and all other valid liens and encumbrances; except that if the final administrative carve-out figures cannot be finalized at or soon after closing on the sale of the Acquired Assets, Trustee shall be entitled to hold back sufficient funds to cover estimated administrative expenses and claims.
- e. Any remaining funds and the funds subject to the above-described carve-out to be paid into the Trustee's bank account.<sup>4</sup>

#### Other Provisions

13. The purchase of the Acquired Assets shall not cause Purchaser to be deemed a successor in any respect to the Debtor. Accordingly, the transfer of the Acquired Assets to Purchaser will not subject Purchaser to any liability with respect to the operation of the Acquired Assets prior to Closing or by reason of such transfer under any theory of law or equity including,

<sup>4</sup> Trustee notes that, pursuant to the Final APA, Trustee and the Purchaser are to use best efforts to agree upon an allocation of any purchase price for the Acquired Assets for federal, state and local tax purposes. However, that allocation is not intended to be binding upon the secured lenders for the purpose of determining the disposition of sale proceeds as provided herein.



without limitation, any theory of equitable subordination or successor or transferee liability, except for those specifically assumed by Purchaser under the Final APA or specifically excepted in the Final APA.

14. Purchaser is not affiliated with the Trustee or the Debtor, is not an “insider” as that term is defined in Section 101(31) of the Bankruptcy Code, and is a good faith purchaser of the Acquired Assets, and, thus, is entitled to the full protections of Section 363(m) of the Bankruptcy Code. Moreover, the transactions contemplated by the Final APA are being undertaken by Purchaser in good faith, as that term is used in Section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale shall not affect the validity of the sale to Purchaser. Without limiting the generality of the foregoing, in the absence of a stay pending appeal of this Order, if Purchaser consummates the sale at any time after entry of this Order; then with respect to the sale, Purchaser shall be entitled to the protections of Section 363(m) of the Bankruptcy Code if this Order or any authorization contained herein is reversed or otherwise modified on appeal.

15. The consideration provided by Purchaser for the Acquired Assets under the Final APA (a) is and shall be deemed to constitute reasonably equivalent value and fair consideration given to the Trustee in exchange for its right, title, and interest in and to the Acquired Assets under the Bankruptcy Code and under the laws of the United States or other applicable law and (b) is fair and reasonable. Neither the consideration nor the Final APA may be avoided under Section 363(n) or any other provision of the Bankruptcy Code or applicable non-bankruptcy law.

16. The dismissal of this pending Chapter 7 case shall not affect the validity of the Final APA and/or the Sale.



17. The Final APA and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, and in accord with the terms hereof without further order of this Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the bankruptcy estate.

18. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the sale under the Final APA.

19. To the extent that there are any inconsistencies between the terms of this Order and the Final APA (including all ancillary documents executed in connection therewith), the terms of this Order shall govern.

20. The provisions of this Order are nonseverable and mutually dependent.

21. This Court shall retain jurisdiction to, among other things, enforce, interpret and implement the terms of this Order and the Final APA, all amendments thereto and any waivers and consents thereunder, each of the agreements executed in connection therewith to which the Trustee is a party or which has been or will be assigned by the Trustee to Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the sale.

22. No later than five (5) days after the date of this Order, Trustee shall serve a copy of this Order on the parties to this matter not receiving service by electronic filing and shall file a Certificate of Service no later than one (1) business day thereafter.

*Kathy A. Surratt - States*  
KATHY A. SURRATT-STATES  
Chief United States Bankruptcy Judge

DATED: April 28, 2015  
St. Louis, Missouri

jjh

CERTIFIED AS A TRUE COPY  
OF THE ORIGINAL DOCUMENT

Filed: 4/28/15

Total # Pages of Document  
(With Attachments) : 41

Attest: Dana C. McWay  
Clerk of Court, USBC-EDMO

By: *Mary Kay Schneider*  
Deputy Clerk

Date of Certification: 4/29/15

1586391-2



Order Prepared by:

Brian J. LaFlamme  
8909 Ladue Road  
St. Louis, MO 63124  
[blaflamme@summerscomptonwells.com](mailto:blaflamme@summerscomptonwells.com)

Copies to:

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U.S. Trustee's Office  
111 S. 10<sup>th</sup> Street, Ste. 6353  
St. Louis, MO 63102

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One US Bank Plaza, Ste. 2600  
St. Louis, MO 63101

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BayTree Ventures, LLC  
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Vero Beach, FL 32966

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McDowell Rice Smith & Buchanan  
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David A. Sosne  
8909 Ladue Road  
St. Louis, MO 63124





Final 4-17-15

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of April 17, 2015, is made and entered into by and between David A. Sosne, Chapter 7 Trustee for the Bankruptcy Estate of Ranch Road Lake, L.L.C. ("Seller"), and BayTree Ventures, LLC ("Buyer").

### RECITALS

WHEREAS, on January 22, 2014 (the "Petition Date"), creditors of Ranch Road Lake, L.L.C. (the "Debtor") filed an involuntary petition against Debtor under Chapter 7 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as amended (the "Bankruptcy Code").

WHEREAS, the Order for Relief was entered in Debtor's bankruptcy proceeding on April 23, 2014, and Seller was appointed as the Chapter 7 trustee for Debtor's bankruptcy estate on April 24, 2014.

WHEREAS, Debtor's bankruptcy case remains pending as Case No. 14-40386-659, in the United States Bankruptcy Court for the Eastern District of Missouri (the "Bankruptcy Court").

WHEREAS, among the assets of the bankruptcy estate is Debtor's Petition Date interest in certain real property addressed as 82<sup>nd</sup> Avenue, Vero Beach, Indian River County, FL 32967, and more particularly described on Schedule 1.1a, attached hereto.

WHEREAS, on the terms and subject to the conditions set forth in this Agreement, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Acquired Assets, as defined herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and undertakings herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

#### ARTICLE 1

##### PURCHASE AND SALE OF THE ACQUIRED ASSETS

1.1 Transfer of Acquired Assets. At Closing, and upon the terms and conditions herein set forth, Seller shall sell, transfer, assign, convey and deliver to Buyer, and Buyer shall acquire from Seller, all of Seller's right, title and interest in and to the Acquired Assets, pursuant to and in accordance with Section 363 of the Bankruptcy Code, on an "AS IS, WHERE IS" basis, with no representations, warranties or guaranties of any kind, except as explicitly set forth in this Agreement. The "Acquired Assets" shall include the following property:

- (a) *Real Property*. All real estate contained within the bounds of the legal description set forth on Schedule 1.1a, attached hereto, together with all buildings, structures, fixtures, facilities, installations, and other site improvements of every kind and description now or hereafter in, on, over and under the real estate, any and all mineral



and/or mining rights that customarily are defined as real property, and any and all plumbing, air conditioning, heating, ventilating, mechanical, electrical, and other utility systems, facilities, security devices, signs and light fixtures as well as the bridge that provides access to the real estate (collectively, the "Real Property");

(b) Personal Property. All tangible personal property physically located in, on, or associated with the Real Property, including without limitation, the following: office furniture and equipment; supplies; spare parts; inventory (including sand inventory); insurance proceeds or other insurance recoveries to the extent such rights relate to damaged property that have not been fully repaired or replaced (except to the extent of the rights of third parties which are additional insured or loss payees); any and all permits, including but not limited to project governmental permits and right of way permits; existing project payment/performance bonds; remaining mining material or mining project interests and intangible property interests; and federal and state or other governmental registrations; all of which are conveyed to the extent such are transferrable under applicable law (collectively "Personal Property");

(c) Reclamation Deposit. All right, title and interest of Seller in and to the Reclamation Deposit, as defined in Article 2, or any refund thereof.

1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, the Acquired Assets are the only properties and assets transferred to, or otherwise acquired by, Buyer under this Agreement. Without limiting the generality of the foregoing, any right, title or interest of any person/entity other than Seller in any property or asset located on the Real Property shall not be included in the Acquired Assets (all properties and assets not being acquired by Buyer are herein collectively referred to as the "Excluded Assets").

1.3 Assumption of Liabilities. Subject to the terms and conditions set forth in this Agreement, at Closing, in consideration for the sale, assignment, conveyance, transfer and delivery of the Acquired Assets to Buyer, Buyer will assume and pay, perform and discharge when due and otherwise in accordance with the terms of this Agreement, only the liabilities of the Debtor specified hereafter in this Agreement and/or described on Schedule 1.3 (collectively, the "Assumed Liabilities"), if any.

1.4 Excluded Liabilities. Seller shall retain all liabilities and obligations that are not Assumed Liabilities (collectively, the "Excluded Liabilities").

1.5 Due Diligence.

(a) Buyer has conducted all necessary and/or desired due diligence to close on the sale of the Acquired Assets.

**ARTICLE 2  
PURCHASE PRICE AND ADJUSTMENTS**

2.1 Purchase Price. The purchase price ("Purchase Price") for the Acquired Assets shall be ~~Nine Hundred Ten Thousand~~ AND 00/100 DOLLARS (~~\$910,000.00~~), the assumption by Buyer of the Assumed Liabilities and the mutual releases of the Parties.

[One Million Seven Hundred Five Thousand]

\$1,705,000.00



DAS, Trustee

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2.2 Allocation. On the Closing Date, Seller and Buyer will use their best efforts to agree upon an allocation of the Purchase Price covering the Acquired Assets for federal, state and local tax purposes (the "Purchase Price Allocation"). Buyer and Seller shall report the Purchase Price Allocation on their federal income tax returns and covenant and agree to not to take any position in any tax return or filing, or examination or other administrative or judicial proceeding relating to any tax return or filing, that is inconsistent with the Purchase Price Allocation.

2.3 Payment of Purchase Price. The Purchase Price shall be payable as follows:

(a) A deposit of One Hundred Thousand AND 00/100 Dollars (\$100,000.00) (the "Earnest Money"), is being or has been deposited into the trust account of Summers Compton Wells LLC, in accord with the Order of the Bankruptcy Court dated March 20, 2015, containing Bid Procedures, such deposit to be held in escrow in accordance with the terms and conditions of this Agreement.

(b) The remainder of the Purchase Price shall be paid to Seller by wire transfer of immediately available United States funds at Closing to such account(s) as may be directed by Seller or the Bankruptcy Court.

2.4 Additional Consideration.

(a) Unless otherwise stated to the contrary in this Agreement, all costs associated with closing and/or the transfer of the Acquired Assets, including without limitation, transfer, documentary or other similar taxes, stamps, fees, or duties arising out of the sale, and/or title commitments, surveys, or recording fees, shall be the responsibility of Buyer, excluding those costs identified on Schedule 2.4, which shall be borne by Seller, and any and all brokerage fees or commissions incurred by the Seller in connection with the sale of the Acquired Assets, which shall be the responsibility of Seller.

(b) Buyer shall be responsible for all costs associated with transferring or obtaining any and all permits desired for business activities upon the Real Property, excluding those costs identified on Schedule 2.4, which shall be borne by Seller. Seller shall execute all commercially reasonable documents to transfer or assign any permits requested by Buyer. However, Seller makes no representations, warranties or guaranties that any such permits are transferrable or subject to assignment.

(c) Buyer and Seller shall each be responsible for their own attorneys' fees incurred in connection with the sale of the Acquired Assets, except as set forth in Paragraph 8.3 of this Agreement.

2.5 Earnest Money. The Earnest Money shall be returned to the Buyer in the event that: (i) Buyer terminates this Agreement in accordance with Section 11.2 of this Agreement; or (ii) the Acquired Assets are sold to any other party in the event of an auction sale of the Acquired Assets, as described in herein below. The Earnest Money deposit shall be payable to the Seller upon default of the Buyer under the terms of this Agreement, or applied to the Purchase Price upon Closing.



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2.6 Reclamation Deposit. Pursuant to applicable law, prior to the Petition Date, Debtor deposited certain sums for site plan compliance, site restoration and security for haul route maintenance for the Real Property (collectively, the "Reclamation Deposit"), as required by the County of Indian River, Florida (the "County"), with said County. As of the date of this Agreement and to the best knowledge of Seller, the current Reclamation Deposit held by the County is in the amount of One Hundred Thirty Thousand Nine Hundred Ten and 00/100 Dollars (\$130,910.00) plus Three Thousand and 00/100 Dollars (\$3,000.00) for road maintenance for 82<sup>nd</sup> Avenue. To the extent actual reclamation costs exceed the Reclamation Deposit, Buyer shall be responsible to cure and pay such deficiency. Alternatively, if actual reclamation costs are less than the Reclamation Deposit, Buyer shall be entitled to receive any refund of the Reclamation Deposit from the County. Buyer shall be responsible for taking the necessary steps to transfer and assume the Reclamation Deposit and the plan with the County, at Buyer's expense, and Seller shall execute all commercially reasonable documents necessary to facilitate same.

### ARTICLE 3 CLOSING AND DELIVERIES

3.1 Closing. The consummation of the transactions contemplated hereby (the "Closing") shall take place at the office of Summers Compton Wells LLC, 8909 Ladue Road, St. Louis, Missouri 63124, or other location agreed to by Seller and Buyer in writing, within seventy-two (72) hours after the first date on which all conditions to the Closing, detailed hereafter, shall have been satisfied or waived, but in no event later than the end of business on May 20, 2015, provided any delay is not caused by the actions or inactions of Buyer. The Closing will be deemed to be effective at 11:59 p.m. (prevailing Central time) on the Closing Date.

3.2 Seller's Deliveries at Closing. At the Closing, Seller will deliver to Buyer:

- (a) A bill of sale substantially in the form set forth in Exhibit "A" attached hereto;
- (b) A Trustee's Quit Claim Deed for the Real Property, substantially in the form set forth in Exhibit "B" attached hereto, executed and acknowledged by Seller and in proper form for recording, conveying to Buyer insurable title to the Real Property, subject to any and all exceptions contained in any title commitment obtained by Buyer and those exceptions described on Schedule 3.2b.
- (c) A certified copy of the Sale Order.
- (d) Such assignments or other documents required to transfer or assign any requested permits, to the extent permitted by law, and all consents obtained by Seller from necessary third parties and/or governmental agencies.

3.3 Buyer's Deliveries at Closing. At the Closing, Buyer shall deliver to Seller:

- (a) The Purchase Price;



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(b) A certificate of Buyer in the form of Exhibit "C", certifying as to the accuracy in all material respects of the representations and warranties of Buyer, contained in this Agreement, as of the Closing and further certifying that Buyer has performed and complied in all material respects with all the terms, provisions, and conditions to be performed and complied with by Buyer, pursuant to this Agreement, at or before the Closing;

(c) All necessary documents that counsel for Seller may reasonably determine to be required or appropriate to assume the obligations, which Buyer has agreed to assume hereunder.

### 3.4 Mutual Release of Claims.

(a) Except as otherwise set forth herein, upon the closing of the sale contemplated hereby, Seller, on behalf of himself and his successors, assigns, representatives, agents, employees, and attorneys, does hereby unconditionally and irrevocably release Buyer and Buyer's affiliates, successors and assigns from and against any and all direct, indirect or derivative claims, obligations, suits, judgments, liens, interests, damages, rights, causes of action, liabilities, claims or rights of contribution and indemnification, and all other controversies of every type, kind, nature, description or character whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise, that are based in whole or in part upon any act or omission, transaction, event or other occurrence arising from or relating in any way, directly or indirectly, to the Seller and property of the bankruptcy estate, except and excluding those obligations of Buyer, created pursuant to this Agreement and described herein, that survive Closing.

(b) Except as otherwise set forth herein, upon the closing of the sale contemplated hereby, Buyer, on behalf of itself and its affiliates, successors, assigns, representatives, agents, employees, partners, officers, members, managers, and all those who claim by or through them, and their heirs, personal representatives and assigns, does hereby unconditionally and irrevocably release Seller and Seller's successors, assigns, representatives, agents, employees, and attorneys from and against any and all direct, indirect or derivative claims, obligations, suits, judgments, liens, interests, damages, rights, causes of action, liabilities, claims or rights of contribution and indemnification, and all other controversies of every type, kind, nature, description or character whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise, that are based in whole or in part upon any act or omission, transaction, event or other occurrence arising from or relating in any way, directly or indirectly, to the Buyer, its property, assets, operations or liabilities, except and excluding those obligations of Seller, created pursuant to this Agreement and described herein, that survive Closing.

## ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as of the date hereof as follows:

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4.1 Power and Authority. Seller is the duly appointed and acting Chapter 7 Trustee for Debtor's bankruptcy estate. Subject to approval of the Bankruptcy Court, (1) Seller has all requisite power and authority to enter into this Agreement and carry out all of the obligations under this Agreement, and (2) this Agreement constitutes a legal and binding obligation of Seller enforceable against Seller in accordance with its terms.

4.2 No Transfer of Acquired Assets. Seller has not disposed of, transferred or agreed to transfer any of the Acquired Assets subsequent to Seller's execution of this Agreement, other than any disposition or other transfer of the Acquired Assets as approved by the Bankruptcy Court prior to Closing.

4.3 No Litigation. Other than the Chapter 7 proceeding of Debtor and any causes of action brought under the Bankruptcy Code or in Debtor's bankruptcy case, to the best knowledge of the Seller, there are no actions, suits or proceedings pending or threatened in any court or before any administrative agency which would prevent Seller from completing the transaction contemplated herein.

4.4 Seller's Disclaimer. EXCEPT AS OTHERWISE SET FORTH HEREIN, BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE ACQUIRED ASSETS, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE ACQUIRED ASSETS; (C) THE SUITABILITY OF THE REAL PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER OR ANYONE ELSE MAY CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE REAL PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE ACQUIRED ASSETS; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE REAL PROPERTY; (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE ACQUIRED ASSETS; OR (H) ANY OTHER MATTER WITH RESPECT TO THE ACQUIRED ASSETS, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, ZONING OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE REAL PROPERTY OF HAZARDOUS MATERIALS (AS DEFINED BELOW). BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE REAL PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE REAL PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE REAL PROPERTY OR ANY OF THE ACQUIRED ASSETS, WAS



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OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE REAL PROPERTY, OR THE OPERATION THEREOF, OR ANY OTHER ACQUIRED ASSETS FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE ACQUIRED ASSETS AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE ACQUIRED ASSETS ARE SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. ALL PROVISIONS OF THIS SECTION 4.4 SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS AGREEMENT WITHOUT CLOSING, AS APPLICABLE.

(a) Hazardous Materials. "Hazardous Materials" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et. seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et. seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. § 2601 et. seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (C) which, if it emanated or migrated from the Property, could constitute a trespass.

(b) Environmental Requirements. Environmental Requirements shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Real Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Real Property, the Real Property, or the use of the Real Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste, Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or soil).



**ARTICLE 5  
REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer hereby represents and warrants to Seller as of the date hereof as follows:

5.1 Organization. Buyer is a limited liability company duly organized under the laws of the State of Florida.

5.2 Power and Authority. Buyer has all requisite power and authority to enter into this Agreement and carry out all of its obligations under this Agreement, and this Agreement constitutes a legal and binding obligation of Buyer enforceable against it in accordance with its terms. The representatives of Buyer who shall execute and deliver this Agreement have been duly authorized to do so by all requisite action on the part of the Buyer.

5.3 No Litigation. To Buyer's actual knowledge, there are no actions, suits or proceedings pending or threatened in any court or before any administrative agency which would prevent Buyer from completing the transactions contemplated in this Agreement.

5.4 Availability of Funds. Buyer has, and on the Closing Date will have, sufficient funds available to consummate the transactions contemplated by this Agreement. Upon request of Seller, Buyer shall provide proof of the availability of funds sufficient to consummate the sale contemplated by this Agreement.

**ARTICLE 6  
COVENANTS OF SELLER**

Seller hereby covenants to Buyer as follows:

6.1 Actions Before Closing. Seller shall use commercially reasonable efforts to perform and satisfy all conditions to Buyer's obligations to consummate the transactions contemplated by this Agreement that are to be performed or satisfied by Seller under this Agreement. Seller shall use commercially reasonable efforts to obtain all approvals necessary to consummate the transactions contemplated in this Agreement prior to Closing.

6.2 Access to Properties and Records; Confidentiality. Seller shall afford to Buyer, and to the accountants, counsel and representatives of Buyer, reasonable access, during normal business hours, to all Acquired Assets throughout the period prior to the Closing Date, upon request of and reasonable advance notice by Buyer.

**ARTICLE 7  
COVENANTS OF BUYER**

Buyer hereby covenants to Seller as follows:

7.1 Actions Before Closing Date. Buyer shall use its commercially reasonable efforts to perform and satisfy all conditions to Seller's obligations to consummate the transactions



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contemplated by this Agreement, on a timely basis, that are to be performed or satisfied by Buyer under this Agreement.

7.2 Consents, Approvals and Notifications. Buyer shall use all commercially reasonable efforts to obtain, on a timely basis, all consents and approvals of all governmental authorities, and all other persons/entities, required to be obtained by Buyer, and provide notifications to all persons/entities required to be notified by Buyer, to effect the transactions contemplated by this Agreement.

7.3 Payments and Revenues. If after the Closing, Buyer receives any payment or revenue that belongs to Seller (the right to which is not otherwise transferred to Buyer hereunder), Buyer shall promptly remit or cause to be remitted the same to Seller, without setoff or deduction of any kind or nature.

## ARTICLE 8 BANKRUPTCY COURT APPROVAL

This Agreement and the transactions herein described are subject to the approval of the Bankruptcy Court as provided in this Agreement and the entry of the Sale Order.

8.1 Procedures Order. Seller filed a motion with the Bankruptcy Court seeking the entry of an order (the "Procedures Order");

- (a) approving the competitive Bidding Procedures described in Paragraph 8.5 of this Agreement;
- (b) approving the Break-up Fee and authorizing Seller to pay the Break-up Fee, as necessary, in accordance with Paragraph 8.3 of this Agreement;
- (c) authorizing Seller to conduct an auction for the sale of the Acquired Assets, on or before April 22, 2015, in St. Louis, Missouri at a time and location to be determined by agreement of Buyer and Seller, with this Agreement serving as the initial, "stalking-horse" bid and in accordance with the approved Bidding Procedures;
- (d) authorizing Seller to accept the highest and/or best offer for the sale of the Acquired Assets at the conclusion of the Auction, pursuant to the Procedures Order and approved Bidding Procedures;
- (e) setting a hearing to be held (the "Sale Hearing") on or about April 27, 2015 (the "Sale Hearing Date"), at which (1) Seller shall seek the approval of the results of the Auction, the terms of the Successful Bid, and the sale of the Acquired Assets to, and the purchase of the Acquired Assets by, the Successful Bidder, together with any and all related relief (including, without limitation, the authority to assume and assign, or reject, as the case may be, executory contracts and unexpired leases) and (2) any and all objections to the proposed sale and/or the Auction will be heard by the Bankruptcy Court; and
- (f) declaring that all objections to the Sale Motion and/or the conduct of the Auction must be filed with the Bankruptcy Court and served upon Seller and Buyer (or the



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Successful Bidder, if not Buyer) on or before 5:00 p.m. (Prevailing Central Time) on April 23, 2015 (the "Objection Deadline").

The Parties anticipate, and Seller used all commercially reasonable efforts to ensure, that the Procedures Order is entered by the Bankruptcy Court as soon as possible after filing of the Motion, without the need for notice or hearing, although no representations are made that the Bankruptcy Court will waive any notice or hearing requirements. A copy of the Procedures Order is attached.

8.2 Sale Order; Sale Hearing; Auction. Seller filed a motion with the Bankruptcy Court, to be heard on the Sale Hearing Date, seeking the entry of an order (the "Sale Order"):

(a) approving the sale and purchase of the Acquired Assets, pursuant to Section 363(b) of the Bankruptcy Code, and the other transactions and procedures contemplated by this Agreement, on the terms and conditions set forth in this Agreement, or such higher and better offer deemed to be the Successful Bid at the conclusion of the Auction, subject to modification by the Bankruptcy Court;

(b) including that the sale of the Acquired Assets is free and clear of all interests of any kind, including, without limitation, all liens and encumbrances, to the extent permissible under Section 363(f) of the Code, with all such interests attaching to the proceeds of sale;

(c) including a finding that the Successful Bidder is a good faith purchaser of the Acquired Assets pursuant to Section 363(m) of the Code and is entitled to all protections thereunder, that the Successful Bidder is not a successor in interest of the Seller, and that the Successful Bidder is entering the sale in good faith;

(d) overruling any and all objections to the sale/purchase and other transactions contemplated by this Agreement, the conduct of the Auction, and the motion(s) seeking approval of the Procedures Order and/or Sale Order;

(e) authorizing Seller, and declaring that Seller has full authority, to execute this Agreement, as may be amended, and/or the Successful Bid and to close on the sale and purchase of the Acquired Assets and to undertake the other transactions contemplated by this Agreement, that all appropriate action has been taken by Seller and that no further consents or approvals are required for consummation of this Agreement/Successful Bid;

(f) declaring that the sale of the Acquired Assets pursuant to the terms of this Agreement/Successful Bid is fair and reasonable and is in the best interest of Debtor's creditors and the bankruptcy estate;

(g) finding that proper notice of the sale was given and that reasonable time to object and be heard was provided to all interested parties;

(h) providing for the continued jurisdiction of the Bankruptcy Court to enforce the terms of the Procedures Order and Sale Order; and



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(i) providing for such other matters as may be necessary, desirable or appropriate to give effect to this Agreement.

### 8.3 Break-up Fee.

(a) Fee: Conditions Thereto. In the event that Stewart Mining, Inc. is not the Successful Bidder and Buyer is approved by the Bankruptcy Court as the purchaser of the Acquired Assets, and the Acquired Assets are subsequently sold to Buyer as a result of the competitive bidding process described in the Procedures Order, subject to Bankruptcy Court approval, Stewart Mining, Inc. shall be paid at Closing from the proceeds of such sale of the Acquired Assets, an amount equal to the reasonable attorneys' fees, costs and expenses that it incurred in pursuing the purchase of the Acquired Assets, including the costs of all surveys, environmental reports and testing, and bathymetric reports and other data, up to and not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (the "Break-up Fee"). Notwithstanding the foregoing and as a condition to Stewart Mining, Inc.'s entitlement to receive a Break-Up Fee, Stewart Mining, Inc. shall, upon request of Seller, disclose and share all "due diligence" documents and information related to the Acquired Assets, in its possession, with all Potential Bidders, consistent with Paragraph 1.5(b) of this Agreement. .

8.4 Administrative Delay. If for some reason the Bankruptcy Court of its own accord and without the parties' mutual consent, should delay, defer or reschedule the Sale Hearing, Auction or other date set forth in this Agreement to a date beyond that originally proposed to be scheduled under the terms of this Agreement (an "Administrative Delay"), such event shall not result in Seller's being in breach of this Agreement.

8.5 Competitive Bidding Procedure. Seller shall request that the Procedures Order approve and contain competitive bidding procedures (sometimes referred to in this Agreement as the "Bidding Procedures") providing at a minimum, the following:

(a) Promptly following the entry of the Procedures Order, Seller may provide notice to any other person who Seller believes may have an interest in acquiring the Acquired Assets ("Potential Bidders") (and, if Seller so elects or the Bankruptcy Court so directs, Seller, or his agents/representatives, may publish or publicize such notice in appropriate media) (1) of the entry of the Procedures Order, and (2) that Seller will accept from suitable third parties qualifying bids to acquire all of the Acquired Assets in accordance with the procedures set forth in this Agreement. Any bid or bids that seek to effect acquisition of all of the Acquired Assets by a party that has provided Seller with reasonable evidence of its ability to timely close the purchase of the Acquired Assets in accordance with the terms of its agreement of sale (and otherwise meets the criteria contained in this paragraph) shall be deemed a qualifying bid ("Qualifying Bid").

(b) Any Potential Bidder, other than Buyer, interested in participating in the acquisition of the Acquired Assets shall have until 5:00 p.m. (Prevailing Central Time) on April 13, 2015, to conduct any and all necessary due diligence. Potential Bidders wishing to conduct due diligence shall notify Seller in writing of its intention and shall, within the reasonable discretion of Seller, be granted access to any and all information concerning the



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Acquired Assets and the terms of this Agreement, upon the execution of a confidentiality agreement to be prepared by Seller, if deemed necessary

(c) All Qualifying Bids must be submitted, prior to 5:00 p.m. (Prevailing Central Time) on April 17, 2015 (the "Bid Deadline"), to Seller's Counsel, Stephen C. Hiotis, Summers Compton Wells LLC, 8909 Ladue Road, St. Louis, Missouri 63124, and must:

(1) contain an offer to purchase the Acquired Assets, in a form that is materially similar to this Agreement, together with reasonable evidence of authority to perform the offer;

(2) contain a purchase price at least equal to the sum of the Purchase Price, the Break-up Fee, and a minimum of Five Thousand and 00/100 Dollars (\$5,000.00), which must be payable in cash to on or before the Closing Date established by this Agreement;

(3) not be subject to any contingencies, including, without limitation, any financing contingency (provided, however, that similar conditions precedent to Buyer's obligation to perform as set forth in this Agreement are permissible);

(4) reflect all differences between this Agreement and such proposed agreement of sale in clean and red-line versions;

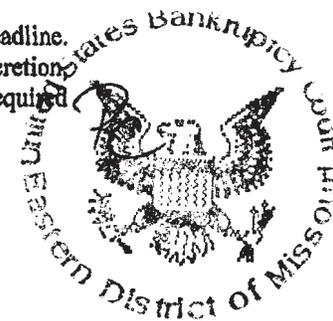
(5) be accompanied by an earnest deposit in immediately available and good funds, in an amount equal to One Hundred Thousand and 00/100 Dollars (\$100,000.00), deposited in a trust account at Summers Compton Wells LLC, or other segregated trustee account of Seller consistent with the policies of the Office of the United States Trustee, and to be retained by Seller, until such time as a Closing has occurred;

(6) include contact information (name, business street address; business email address and business and any other daytime telephone numbers) for the authorized representative of the party making the bid;

(7) include, if requested by Seller, information reasonably sufficient to confirm the bidder's financial wherewithal to close including, without limitation, certified financial statements for the most recently ended fiscal period, evidence of sources of equity or debt financing for payment of the purchase price, copies of commitment letters, or such other financial disclosures as may be available; and

(8) in the event the Potential Bidder is a registered entity, evidence of authorization and approval from the Potential Bidder's board of directors or other governing body for the bid and to participate in the sale, if requested by Seller.

(d) A Potential Bidder may modify its bid at any time prior to the Bid Deadline. At the close of the Bid Deadline, Seller shall review and determine, in his sole discretion, which of the Potential Bidders shall be qualified to participate in an auction of the Acquired



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Assets, Immediately after such a determination has been made, Seller shall notify those Potential Bidders that are deemed to be Qualified Bidders and the terms of the initial bid to be presented at auction. Only those Potential Bidders deemed qualified (the "Qualified Bidder(s)") shall be allowed to participate in the sale auction. Buyer shall be deemed a Qualified Bidder.

(e) Seller shall promptly provide Buyer with a copy of all Qualifying Bids received by Seller.

(f) In the event that Seller receives any Qualifying Bids, Seller shall conduct an auction (the "Auction") for all of the Acquired Assets on or before April 22, 2015, at a time and location in St. Louis, Missouri to be determined by the mutual consent of Buyer and Seller. Due to the location of the Buyer, Seller and the Acquired Assets, Seller shall conduct the Auction via telephone but may, at his sole discretion, use video, web or other media to assist with the Auction. All Successful Bidders shall receive notice of the time and location of the Auction, as well as information concerning alternate forms of participation, within three (3) days prior to the Auction. All parties submitting Qualifying Bids, including Buyer, shall be entitled to make higher and better bids at the Auction, and the Auction shall be conducted in accordance with the following:

(1) Only those parties specifically identified as Qualified Bidders and only those representatives identified by the Qualified Bidders shall be entitled to attend and participate in the bidding process,

(2) The initial bid price shall be equal to the highest Qualifying Bid submitted by a Qualified Bidder prior to the Bid Deadline.

(3) Qualified Bidders may then submit, singularly or in conjunction with other Qualified Bidders, additional bids in aggregated increments of at least Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00), in net present value to Seller, and on such terms as may be ordered by the Bankruptcy Court.

(4) Seller shall not accept or acknowledge credit bids of any kind from any Qualified Bidder.

(5) Any rival bids must be on substantially the same terms and conditions as described in this Agreement, except as to purchase price, although non-cash forms of consideration may be considered by Seller if Seller determines, in its sole discretion, that there is sufficient information to evaluate the value of such non-cash bids.

(6) The bidding process will be conducted openly, each Qualified Bidder will have full knowledge of the terms of all prior bids, and the bidding process will continue until such time as there is only one offer determined by Seller to be the highest and best offer for the Acquired Assets (the "Successful Bid" and the party holding the Successful Bid, the "Successful Bidder").



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(7) In determining the Successful Bid, Seller shall analyze and consider, without limitation, the amount and form of consideration being offered, the certainty and timing of closing, and any material modifications to the terms and conditions of this Agreement.

(8) If a dispute arises at the Auction, the disputing party must file a written objection with the Bankruptcy Court prior to the expiration of the Objection Deadline and such objection shall be heard at the Sale Hearing.

(9) Seller, in his sole discretion, may adopt additional rules at the Auction that, in Seller's business judgment, shall promote a more efficient and/or fair process to the extent such additional procedures are not materially inconsistent with the terms of this Agreement or the Bidding Procedures.

(g) In the event that Qualifying Bids are submitted and there is an Auction at which Buyer shall become the Successful Bidder, then the Purchase Price to be paid at the Closing shall be increased by the amount that Buyer bids in excess of the Purchase Price set forth herein, in order to make the Successful Bid.

(h) Prior to submission to the Bankruptcy Court, Seller shall obtain Buyer's written consent to the form and substance of the motion(s) seeking approval of the successful bid, and all related pleadings, orders and notices in the event Buyer is the successful bidder.

## ARTICLE 9 TAXES

9.1 Taxes Related to Purchase of Acquired Assets. All state and local sales, use, gross-receipts, transfer, gains, excise, value-added or other similar taxes in connection with the transfer of the Acquired Assets (other than any such taxes that constitutes a franchise tax or is otherwise imposed in lieu of an income tax), and all recording and filing fees that may be imposed by reason of the sale, transfer, assignment and delivery of the Acquired Assets (collectively, "Transaction Taxes"), shall be paid by Buyer on or prior to their due date.

9.2 Real and Personal Property Taxes. All real and personal property taxes due for the tax years prior to and including 2014 shall be paid by Seller as of the close of business on the Closing Date. All real and personal property taxes and assessments on the Acquired Assets for the tax year of 2015 shall be prorated between Seller and Buyer as of the date of Closing, based on the current year's assessment or tax bill. If the current year's assessment amounts are not available as of the Closing Date, then real and personal property taxes and assessments on the Acquired Assets shall be prorated at Closing based upon the prior year.

9.3 Cooperation on Tax Matters. Seller and Buyer shall (and shall cause their respective Affiliates to) cooperate fully with each other and make available or cause to be made available to each other for consultation, inspection and copying (at such other party's expense) in a timely fashion such personnel, tax data, relevant tax returns or portions thereof and filings, files, books, records, documents, financial, technical and operating data, computer records and other information as may be reasonably requested.



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9.4 Retention of Tax Records. After the Closing Date and until the expiration of all statutes of limitation applicable to Seller's liabilities for taxes, Buyer shall retain possession of all accounting, business, financial and tax records and information that (a) relate to the Acquired Assets and are in existence on the Closing Date and (b) come into existence after the Closing Date but relate to the Acquired Assets before the Closing Date, and Buyer shall give Seller notice and a reasonable opportunity to retain any such records in the event that Buyer determines to destroy or dispose of them during such period. In addition, from and after the Closing Date, Buyer shall provide to Seller (during normal business hours and without charge to Sellers) access to the books, records, documents and other information relating to the Acquired Assets as Seller may reasonably deem necessary.

#### ARTICLE 10 CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES

10.1 Conditions Precedent to Performance by Seller and Buyer. The respective obligations of Seller and Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver, on or prior to the Closing Date, of the following conditions:

(a) No Violation of Orders. No preliminary or permanent injunction or other Order that declares this Agreement invalid or unenforceable in any respect or that prevents the consummation of the transactions contemplated hereby shall be in effect.

(b) Entry of Sale Order. The Bankruptcy Court shall have entered the Sale Order and (1) no person or entity shall have filed an appeal of the Sale Order within fourteen (14) days after the entry of the Sale Order or (2) the Bankruptcy Court shall have entered the Sale Order and the Sale Order shall be final upon its entry or final and non-appealable in fewer than fourteen (14) days.

(c) Auction Results Final. The Seller shall have submitted the results of any auction for the Acquired Assets to the Bankruptcy Court and (1) no person or entity shall have filed an objection to the auction results within twenty-four (24) hours after submission with the Bankruptcy Court or (2) the Bankruptcy Court shall have overruled any filed objection to the auction.

10.2 Conditions Precedent to Performance by Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of the following conditions, any one or more of which may be waived by Seller in its sole discretion:

(a) Representations and Warranties of Buyer. All representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects on and as of the Closing Date as if again made by Buyer on and as of such date.

(b) Performance of the Obligations of Buyer. All terms, covenants, agreements and conditions set forth in this Agreement to be complied with and performed by Buyer on



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or prior to the Closing Date shall have been fully complied with and performed in all material respects.

(c) Buyer's Deliveries. Buyer shall have delivered, and Seller shall have received, all of the items set forth in Article 3.

10.3 Conditions Precedent to the Performance by Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of the following conditions, any one or more of which may be waived by Buyer in its sole discretion:

(a) Break-up Fee and Bidding Procedure Approval. The Break-up Fee and the Bidding Procedures substantially in the form as outlined in this Agreement shall be approved by the Bankruptcy Court.

(b) Representations and Warranties of Seller. All representations and warranties made by Seller in this Agreement shall be true and correct in all material respects on and as of the Closing Date as if again made by Seller on and as of such date.

(c) Performance of the Obligations of Seller. All terms, covenants, agreements and conditions set forth in this Agreement to be complied with and performed by Seller on or prior to the Closing Date shall have been fully complied with and performed in all material respects.

(d) Seller's Deliveries. Seller shall have delivered, and Buyer shall have received, all of the items set forth in Article 3.

## ARTICLE 11 TERMINATION AND EFFECT OF TERMINATION

11.1 Right of Termination. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated only as provided in this Article 11. In the case of any such termination, the terminating party shall give notice to the other party specifying the provision pursuant to which the Agreement is being terminated.

11.2 Termination Without Default. This Agreement may be terminated at any time before Closing:

(a) by mutual written consent of Seller and Buyer;

(b) by Buyer, after the end of business on May 20, 2015 (the "Termination Date"), if any condition contained in Article 10 has not been satisfied or waived, other than as a result of Administrative Delay defined in Article 8, as of such time; *provided, however*, that Buyer shall not have the right to terminate this Agreement if Buyer's failure to fulfill any of its obligations under this Agreement is the reason that the Closing has not occurred on or before said date; or



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(c) by Seller, on any date that is after the Termination Date, if any condition contained in Article 10 has not been satisfied or waived as of such time; *provided, however*, that Seller shall not have the right to terminate this Agreement if Seller's failure to fulfill any of their obligations under this Agreement is the reason that the Closing has not occurred on or before said date.

11.3 Effect of Termination. If this Agreement is terminated pursuant to this Article 11, this Agreement shall become null and void and have no effect, other than as set forth in this Article 11 and Article 12, which shall survive termination.

11.4 Buyer's Default. If all the Conditions Precedent are satisfied, Seller has not breached this Agreement and the sale and purchase of the Acquired Assets is not closed because of Buyer's breach of this Agreement, then the Seller shall retain the Earnest Money as full liquidated damages for breach by the Buyer. The Parties hereto expressly acknowledge that it is impossible to estimate the damage to the Seller caused by Buyer's breach more precisely, and the retention of the Earnest Money by the Seller is not intended as a penalty, but payment of full liquidated damages. The Seller's right to retain the Earnest Money as full liquidated damages is the Seller's sole and exclusive remedy in the event of the Buyer's breach of this Agreement, and the Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue the Buyer: (a) for specific performance of this Agreement, or (b) to prove that Seller's actual damages exceed the Earnest Money paid to Seller as full liquidated damages.

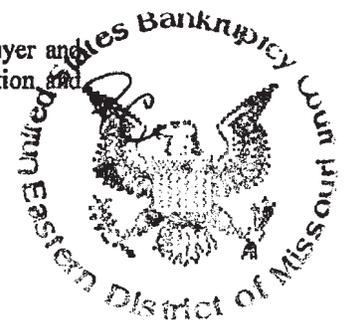
11.5 Seller's Default. If the sale and purchase of the Acquired Assets is not closed because (1) of Seller's breach of this Agreement or (2) another purchaser is approved by the Bankruptcy Court as the purchaser for the Acquired Assets, and the Acquired Assets are subsequently sold to such other purchaser as a result of the competitive bidding process described in the Procedures Order, then the Buyer shall be entitled to the immediate return and refund of the Earnest Money. To the extent Buyer seeks reimbursement of any costs and expenses incurred in connection with enforcement of this Agreement, such petition must be brought before the Bankruptcy Court in Debtor's bankruptcy case.

## ARTICLE 12 MISCELLANEOUS

12.1 Successors and Assigns. Except as otherwise provided in this Agreement, no party hereto shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party hereto, and any such attempted assignment without such prior written consent shall be void and of no force and effect. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto.

12.2 Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Missouri, without regard to the principles of conflicts of laws thereof. The parties agree that the Bankruptcy Court shall retain jurisdiction over any legal action or proceeding with respect to this Agreement.

12.3 Mutual Drafting. This Agreement is the result of the joint efforts of Buyer and Seller, and each provision hereof has been subject to the mutual consultation, negotiation, and



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agreement of the parties and there is to be no construction against either party based on any presumption of that party's involvement in the drafting thereof.

12.4 Expenses. Except as otherwise provided herein, each of the parties hereto shall pay its own expenses and attorneys' fees in connection with this Agreement and the transactions contemplated hereby.

12.5 Broker's and Finder's Fees. Except as otherwise set forth herein, each of the parties represents and warrants that it has not dealt with any broker or finder in connection with any of the transactions contemplated by this Agreement in a manner so as to give rise to any claims against the other party for any brokerage commission, finder's fees or other similar payout. Buyer acknowledges that (1) during the course of Debtor's Chapter 7 case, Seller employed Ron Lambert, of Lambert Commercial Real Estate, Inc., to market the Acquired Assets and (2) such realtor's commissions/expenses shall be paid pursuant to Section 328(a) of the Bankruptcy Code from property of the bankruptcy estate upon approval of the Bankruptcy Court, but in any event shall not be paid by Buyer.

12.6 Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.

12.7 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (1) on the date of service if served personally on the party to whom notice is to be given; (2) on the day of transmission if sent via electronic transmission to the e-mail address given below, and confirmation of receipt is obtained; (3) on the day after delivery to Federal Express or similar nationally-recognized overnight courier; or (4) on the fifth day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to Seller: Stephen C. Hiotis  
Summers Compton Wells LLC  
8909 Ladue Road  
St. Louis, Missouri 63124  
shiotis@summerscomptonwells.com

If to Buyer: Thomas S. Hammond, Manager  
BayTree Ventures, LLC  
5955 82<sup>nd</sup> Avenue  
Vero Beach, Florida 32966

Any party may change its address for the purpose of this Section by giving the other party written notice of its new address in the manner set forth above.



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12.8 Amendments: Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be nor construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

12.9 Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the transactions contemplated hereby and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. All exhibits and schedules attached hereto and any documents and instruments delivered pursuant to any provision hereof are expressly made a part of this Agreement as fully as though completely set forth herein.

12.10 Parties in Interest. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons/entities other than Seller, the Buyer and their respective successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligations or liability of any third parties to Seller or Buyer. No provision of this Agreement shall give any third party any right of subrogation or action over or against Seller or Buyer.

12.11 Headings. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

12.12 Construction. Unless the context of this Agreement otherwise requires, (1) words of any gender include the other gender; (2) words using the singular or plural number also include the plural or singular number, respectively; (3) the terms "hereof," "herein," "hereby," and derivative or similar words refer to this entire Agreement as a whole and not to any other particular article, section or other subdivision; (4) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation"; (5) "shall," "will," or "agrees" are mandatory, and "may" is permissive; and (6) "or" is not exclusive

12.13 Currency. Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in United States currency.

12.14 Time of Essence. Time is of the essence of this Agreement. When calculating the period of time before which, within which or following which, any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

12.15 Counterparts. This Agreement may be executed in any number of counterparts, and by facsimile or electronically transmitted signature and each such counterpart and signature shall be deemed to be an original and all of which shall constitute one agreement that is binding on all parties.



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duty authorized as of the date first above written.

BUYER:

BayTree Ventures, LLC,  
a Florida limited liability company

By: TSIL

Print Name: Thomas S. Hammond  
Title: Manager

TSIL

SELER:

David A. Sosne, Trustee

David A. Sosne, Chapter 7  
Trustee for the Bankruptcy  
Estate of Ranch Road Lake, L.L.C.



**EXHIBIT A  
BILL OF SALE**

IN CONSIDERATION of the receipt of the sum \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in hand paid, and for other good and valuable consideration, David A. Sosne, Chapter 7 Trustee for the Bankruptcy Estate of Ranch Road Lake, L.L.C. ("Seller"), does hereby sell, assign, transfer and convey absolutely to \_\_\_\_\_ a \_\_\_\_\_ ("Buyer"), all right, title, and interest of Seller and the bankruptcy estate of Ranch Road Lake, L.L.C., if any, subject to and in accordance with the Order of the United States Bankruptcy Court for the Eastern District of Missouri dated \_\_\_\_\_ ("Order"), attached hereto as Exhibit "A" and incorporated herein by reference, in and to the Acquired Assets, as more particularly defined in the Order and the Asset Purchase Agreement, dated \_\_\_\_\_, and attached hereto as Exhibit "B" and made a part hereof, and all appurtenant rights relating thereto. Seller is the lawful owner of the Acquired Assets and title to the Acquired Assets is transferred to Buyer free and clear of all liens, claims, demands, encumbrances, privileges, pledges or other charges of any nature and kind whatsoever.

Dated as of this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
David A. Sosne, Chapter 7  
Trustee for the Bankruptcy  
Estate of Ranch Road Lake, L.L.C.



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**EXHIBIT B  
QUIT CLAIM DEED**

**TO BE AGREED UPON BY BUYER AND SELLER**



**EXHIBIT C  
CERTIFICATE OF BUYER**

\_\_\_\_\_, 2015

The undersigned does hereby certify that he/she is the Manager of BayTree Ventures, LLC, a Florida limited liability company ("Buyer"). The undersigned is authorized to execute and deliver this Certificate pursuant to Section 3.3(b) of that certain Asset Purchase Agreement dated as of April 17, 2015 (the "Asset Purchase Agreement") by and between Buyer and David A. Sosne, Chapter 7 Trustee for the Bankruptcy Estate of Ranch Road Lake, L.L.C. ("Seller"). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings as set forth in the Asset Purchase Agreement.

The undersigned does hereby certify to Seller, on behalf of Buyer, without personal liability, as follows:

1. Buyer has performed and complied in all material respects with all terms, provisions, agreements, obligations, covenants and conditions contained in the Asset Purchase Agreement, specific to Buyer and required to be performed and complied with on or prior to the Closing Date.
2. Each of the representations and warranties of Buyer contained in the Asset Purchase Agreement are true and correct in all material respects on and as of the Closing Date as if made on and as of such date.

**IN WITNESS WHEREOF**, the undersigned has duly caused this Certificate of Buyer to be executed and delivered on behalf of Buyer on and as of the date first written above.

By: \_\_\_\_\_  
Thomas S. Hammond, Manager  
BayTree Ventures, LLC



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**SCHEDULE 1.1a  
LEGAL DESCRIPTION OF REAL PROPERTY**

The property is generally described by:

Parcel ID No. 32381400000500000001.0

Parcel ID No. 32381400000500000002.0

See Attached Exhibit "A"



**EXHIBIT "A"**

**PARCEL I:**

The North one-half (N1/2) of the North one-half (N1/2) of the South one-half (S1/2) of Section 14, Township 32 South, Range 38 East, Indian River County, Florida; said land lying and being in Indian River County, Florida.

**LESS AND EXCEPT:**

All those parts thereof transferred and conveyed to Sebastian River Drainage District by Quit-Claim Deed dated June 10, 1940 and recorded in Deed Book 32, Page 177, public records of Indian River County, Florida, as rights of way for canals and other drainage purposes as set forth in said Quit-Claim Deed; and

**FURTHER, LESS AND EXCEPT:**

All those parts thereof transferred and conveyed to Indian River County by Statutory Warranty Deed dated January 11, 2006 and recorded in O.R. Book 1982, Page 2439, public records of Indian River County, Florida; and

**PARCEL II:**

The South one-half (S1/2) of the following described property:

The North one-half (N1/2) of the South one-half (S1/2) of Section 14, Township 32 South, Range 38 East, Indian River County, Florida; said land lying and being in Indian River County, Florida.

**LESS AND EXCEPT:**

All those parts thereof transferred and conveyed to Sebastian River Drainage District by Quit-Claim Deed dated June 10, 1940 and recorded in Deed Book 32, Page 177, public records of Indian River County, Florida, as rights of way for canals and other drainage purposes as set forth in said Quit-Claim Deed.



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**SCHEDULE 1.3  
ASSUMED LIABILITIES**

**<NONE>**



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**SCHEDULE 2.4  
EXCLUDED COSTS**

Any accrued and unpaid engineering or other charges incurred by Seller up to the date of Closing from the Sebastian River Improvement District in connection with the review, renewal or extension of any permits from such entity.



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**SCHEDULE 3.2b  
PERMITTED EXCEPTIONS**

1. Taxes for the year of 2015.
2. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements, excluding rights of first refusal and purchase options.
3. Any and all material events or occurrences that may impact title or insurability of title arising on or after the most recent title commitment obtained by either Buyer or Seller.
4. Any and all rights, privileges, easements, hereditaments, tenements, rights-of-way, and other similar rights of access or encroachments appearing of record, if any.



**Record and return to:  
Todd W. Fennell, Attorney at Law**

Prepared by:  
Sandra G. Rennick, Attorney at Law  
Gould Cooksey Fennell, PLLC  
979 Beachland Boulevard  
Vero Beach, FL 32963

Recording: \$35.50  
Doc Stamps: \$ .70

THIS WARRANTY DEED HAS BEEN PREPARED BY THE ABOVE NOTED PARTY WITHOUT BENEFIT OF ABSTRACT OR TITLE EXAMINATION. THE PREPARER ASSUMES NO RESPONSIBILITY FOR THE EXISTENCE OF LIENS, CLAIMS, OR ENCUMBRANCES OF ANY NATURE OF RECORD, OR WHICH MAY EXIST AGAINST THE PROPERTY.

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**WARRANTY DEED**

**THIS DEED** Made the 23<sup>rd</sup> day of December, 2020, by **Thomas S. Hammond**, whose address is PO Box 643278, Vero Beach, FL 32964, hereinafter called the GRANTOR, to **Hammond Family Investments, LLC, a Florida limited liability company**, whose address is PO Box 643278, Vero Beach, FL 32964, hereinafter called the GRANTEE:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**WITNESSETH:** That the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in Indian River County, Florida, viz:

**LEGAL DESCRIPTIONS ATTACHED HERETO ON EXHIBIT A**

SUBJECT to easements, restrictions, reservations and rights-of-way of record, if any, but this provision shall not operate to reimpose the same.

TO HAVE AND TO HOLD, the same in fee simple forever.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

GRANTOR warrants, covenants and represents to the Grantee that the above described property does not constitute the homestead of the Grantor under the Constitution or statutes of the State of Florida and that the Grantor's residence is on property other than the above-described property and he does not live adjacent or contiguous thereto.

AND the GRANTOR hereby covenants with said GRANTEE that the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2019.

IN WITNESS WHEREOF, the said GRANTOR has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Todd W. Fennell  
Witness #1 Printed: Todd W. Fennell

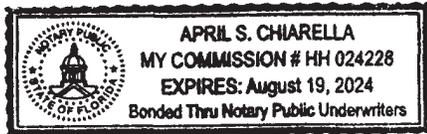
Thomas S. Hammond  
Thomas S. Hammond

JENNIFER LEA COAK  
Witness #2 Printed: JENNIFER LEA COAK

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 23<sup>rd</sup> day of December, 2020, by Thomas S. Hammond, who is personally known to me or who has produced drivers license as identification.

[Notary Seal]



April S. Chiarella  
Notary Public  
Printed: April S. Chiarella  
My Commission Expires: \_\_\_\_\_

## EXHIBIT A

**PARCEL 3 (32381100000500000001.1):**

The Southwest quarter of the Southwest quarter of Section 11, Township 32 South, Range 38 East, and the West 120 feet of the Southeast quarter of the Southwest quarter of Section 11, Township 32 South, Range 38 East (less canal rights of way of the Sebastian River Drainage District), lying in Indian River County, Florida.

**LESS AND EXCEPT THE GUN CLUB SITE** – Commencing at the Northwest corner of Section 14, Township 32 South, Range 38 East, thence S 89 degrees 40' 58" E along the North line of said Section 14 to the East right of way line of the Lateral D Sebastian River Drainage District Canal, a distance of 275.00 feet; thence along said Lateral D Canal East right of way S 00 degrees 24' 17" W, 661.79 feet to the Point of Beginning; thence continue along said Lateral D Canal Right of way S 00 degrees 24' 17" W, 624.07 feet to the North right of way line of the Lateral C8@ Canal; thence S 89 degrees 40' 58" E, along said North right of way of the C8W Canal, 1177.44 feet; thence N 00 degrees 23' 47" E, 1124.43 feet; thence S 67 degrees 18' 15" W, 1279.80 feet back to the Point of Beginning.

**AND LESS AND EXCEPT TOWER SITE** – Commencing at the Southwest corner of Section 11, Township 32 South, Range 38 East, Indian River County, Florida; thence S 89 degrees 40' 28" E, along the South line of said Section 11, 275.00 feet to the East right of way line of the Lateral D Sebastian River Drainage District Canal; thence N 00 degrees 28' 25" E, 1289.15 feet along the said East right of way of the Lateral D Canal to the South right of way of the Sebastian River Drainage District C7W Canal; thence S 89 degrees 27' 04" E, 1033.96 feet along the South right of way of the said C7W canal to the Point of Beginning; thence S 00 degrees 24' 58" W, 306.84 feet; thence S 89 degrees 36' 20" E, 142.00 feet; thence N 00 degrees 24' 58" E, 306.46 feet; thence N 89 degrees 27' 04" W, 142.00 feet back to the Point of Beginning.

**PARCEL 7 (32381100000700000002.5):**

The East 330 feet of the Southeast quarter of the Southeast Quarter of Section 11, Township 32 South, Range 38 East, Indian River County, Florida.

**PARCEL 8 (32381400000100000001.0):**

The East 330 feet of the Northeast quarter of the Northeast Quarter of Section 14, Township 32 South, Range 38 East, Indian River County, Florida.

**PARCEL 11 (32381400000100000004.0):**

The SW ¼ of the NE ¼ of Section 14, Township 32 South, Range 38 East, Indian River County, Florida, less and except canal rights of way.

Subject to and together with an easement for drainage and irrigation purposes in common with other owners of the South ½ of the NE ¼ of Section 14, Township 32 South, Range 38 East, and the South ½ of the NW ¼ of Section 14, Township 32 South, Range 38 East over the South 35 feet adjacent to the South boundary line of the above described property.

**Together with a right of way easement for ingress and egress over the South 15 feet of the North 65 feet of the SE ¼ of the NE ¼ of Section 14, Township 32 South, Range 38 East, Indian River County, Florida, as described in that certain Easement Deed recorded in Official Records Book 611, at page 2800 of the Public Records of Indian River County, Florida.**

**PARCEL 13 (32381400000300000001.1):**

**The Northwest quarter of the Northwest quarter of Section 14, Township 32 South, Range 38 East, and the West 120 feet of the Northeast quarter of the Northwest quarter of Section 14, Township 32 South, Range 38 East (less canal rights of way of the Sebastian River Drainage District)**

**AND LESS AND EXCEPT THE GUN CLUB SITE – Commencing at the Northwest corner of Section 14, Township 32 South, Range 38 East, thence S 89 degrees 40' 58" E along the North line of said Section 14 to the East right of way line of the Lateral D Sebastian River Drainage District Canal, a distance of 275.00 feet; thence along said Lateral D Canal East right of way S 00 degrees 24' 17" W, 661.79 feet to the Point of Beginning; thence continue along said Lateral D Canal Right of way S 00 degrees 24' 17" W, 624.07 feet to the North right of way line of the Lateral C8@ Canal; thence S 89 degrees 40' 58" E, along said North right of way of the C8W Canal, 1177.44 feet; thence N 00 degrees 23' 47" E, 1124.43 feet; thence S 67 degrees 18' 15" W, 1279.80 feet back to the Point of Beginning.**

**PARCEL 15 (32381400000500000003.0):**

**The South ½ of the South ½ of Section 14, Township 32 South, Range 38 East, in Indian River County, Florida, less and except therefrom any rights of way conveyed to the Sebastian River Drainage District in Deed Book 32, page 177, of the Public Records of Indian River County, Florida, and road right of way for 82<sup>nd</sup> Avenue.**

**AND LESS AND EXCEPT the South 160.00 feet of the South ½ of the South ½ of Section 14, Township 32 South, Range 38 East, Indian River County, Florida, conveyed to J. Pat Corrigan Family Limited Partnership, LLLP, a Florida limited liability partnership and Hugh Corrigan, III, Family Limited Partnership, LLLP, a Florida limited liability partnership, as road right of way by Warranty Deed recorded in Official Records Book 2642, page 2166, Public Records of Indian River County, Florida.**

**PARCEL 24 (33381600000100000001.0):**

**The North ½ of the North ½ of the Northeast ¼ of Section 16, Township 33 South, Range 38 East, lying in Indian River County, Florida.**

SEBASTIAN RIVER IMPROVEMENT DISTRICT  
RANKING OF AUDITOR PROPOSALS  
FOR FISCAL YEAR ENDING 9/30/25

Criteria	Point Range	Audit Firms	
		Richie Tandoc, P.A.	Grau & Associates
<u>Ability of Personnel:</u> (E.g., geographic locations of the firms headquarters of permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load).	1-10	8	9
<u>Proposer's Experience:</u> (E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation).	1-10	7	9
<u>Understanding of Scope of Work:</u> Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.	1-10	8	9
<u>Ability to Furnish the Required Services:</u> Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.	1-10	8	9
<u>Price:</u> Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.	1-10	8	9
<b>TOTAL POINTS</b>	<b>50</b>	<b>39</b>	<b>45</b>
<b>BID PRICE - 2024/2025 AUDIT</b>		<b>\$4,900.00</b>	<b>\$4,400.00</b>
<b>BID PRICE - 2025/2026 AUDIT</b>		<b>\$4,900.00</b>	<b>\$4,500.00</b>
<b>BID PRICE - 2026/2027 AUDIT</b>		<b>\$4,900.00</b>	<b>\$4,600.00</b>
<b>BID PRICE - 2027/2028 AUDIT</b>		<b>\$5,200.00</b>	<b>\$4,700.00</b>
<b>BID PRICE - 2028/2029 AUDIT</b>		<b>\$5,200.00</b>	<b>\$4,800.00</b>
<b>COMMENTS:</b>		Currently the auditing firm for more than 16 Special Districts and Governmental Entities.	Currently the auditing firm for more than 300 Special Districts and Governmental Entities.
<b>RECOMMENDATION:</b>	Management recommends that Grau & Associates, the current auditor for the District, the firm with the most experience and the low bidder; be selected to perform the September 30, 2025, 2026 and 2027 annual audits, with an option subject to fee adjustments for inflation, to perform the fiscal year end audits for the two following years (FYE 9/30/28, FYE 9/30/29).		

Note: 2025/2026 Budget For Audit Services is \$5,500.00



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# Proposal to Provide Financial Auditing Services:

## Sebastian River Improvement District

Proposal Due: August 20, 2025  
4:00PM

**Submitted to:**

Sebastian River Improvement District  
c/o SDS  
2501A Burns Road  
Palm Beach Gardens, Florida 33410

---

**Submitted by:**

Antonio J. Grau, Partner  
Grau & Associates  
1001 Yamato Road, Suite 301  
Boca Raton, Florida 33431

**Tel** (561) 994-9299  
(800) 229-4728

**Fax** (561) 994-5823

[tgrau@graucpa.com](mailto:tgrau@graucpa.com)

[www.graucpa.com](http://www.graucpa.com)



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August 20, 2025

Sebastian River Improvement District  
c/o SDS  
2501A Burns Road  
Palm Beach Gardens, Florida 33410

Re: Request for Proposal for Professional Auditing Services for the fiscal years ended September 30, 2025-2027, with an option for two (2) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Sebastian River Improvement District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Government audits are at the core of our practice: **95% of our work is performing audits for local governments and of that 98% are for special districts.** With our significant experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to your operations.

#### **Why Grau & Associates:**

##### **Knowledgeable Audit Team**

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year-round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

##### **Servicing your Individual Needs**

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

##### **Developing Relationships**

We strive to foster mutually beneficial relationships with our clients. We stay in touch year-round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

##### **Maintaining an Impeccable Reputation**

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

### **Complying With Standards**

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts, and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA ([tgrau@graucpa.com](mailto:tgrau@graucpa.com)) or David Caplivski, CPA ([dcaplivski@graucpa.com](mailto:dcaplivski@graucpa.com)) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,  
Grau & Associates



Antonio J. Grau

# Firm Qualifications



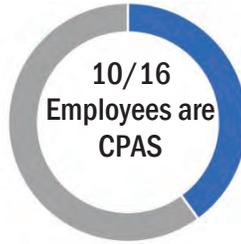
**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# Grau's Focus and Experience

## Our Team



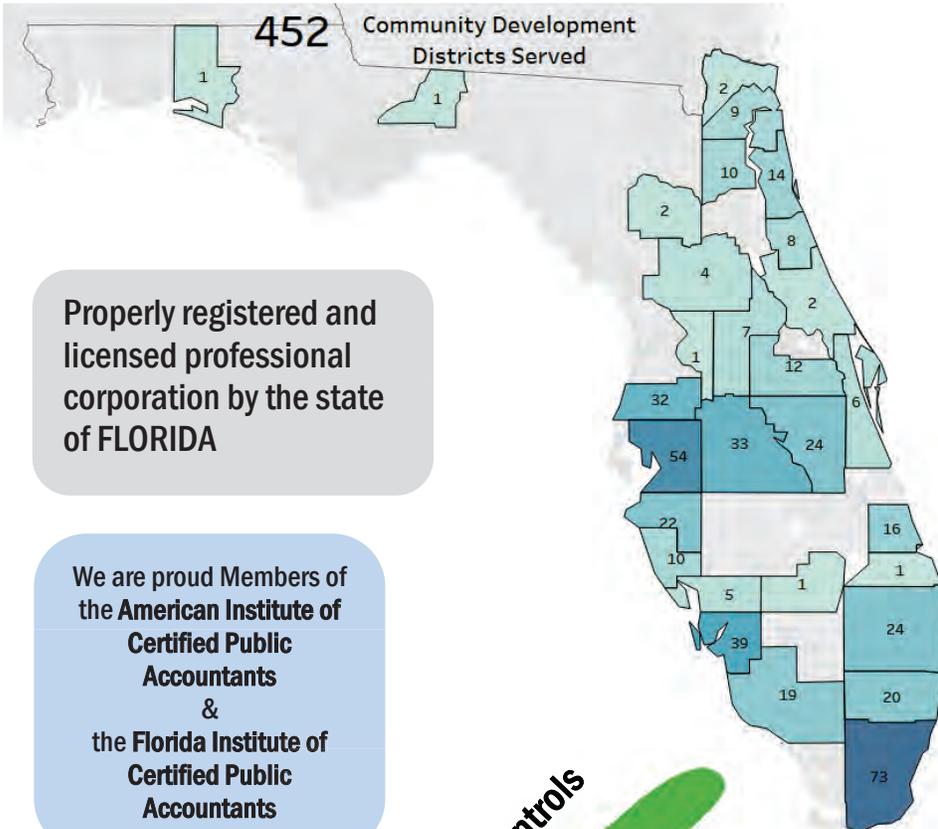
3 Partners  
11 Professional Staff  
2 Administrative Professionals



# 2005

Year founded

## Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the American Institute of Certified Public Accountants & the Florida Institute of Certified Public Accountants

**Quality Controls**



- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate

March 17, 2023

Antonio Grau  
Grau & Associates  
951 Yamato Rd Ste 280  
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

*FICPA Peer Review Committee*

Peer Review Team  
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

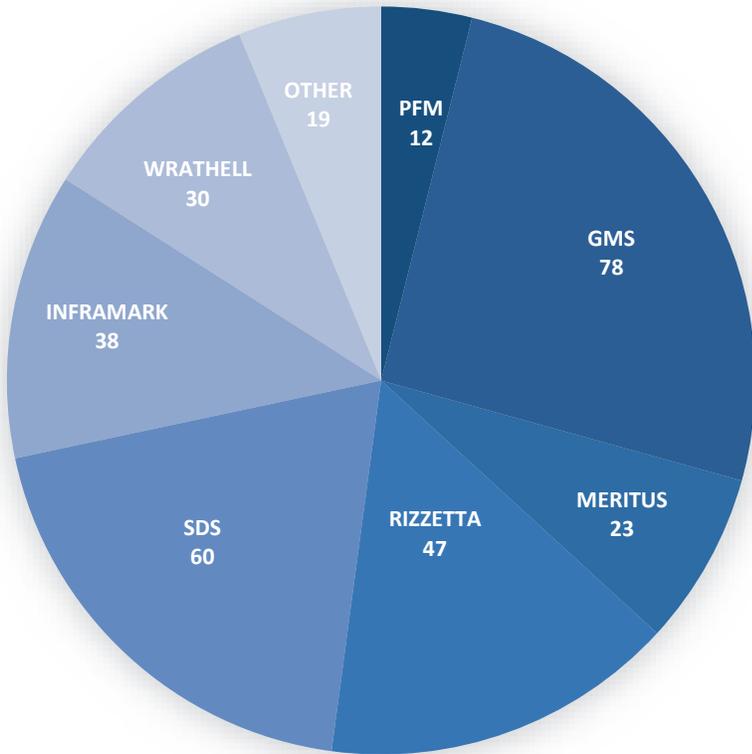
Review Number: 594791

# Firm & Staff Experience



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



### **Profile Briefs:**

**Antonio J GRAU, CPA (Partner)**

*Years Performing Audits: 35+  
CPE (last 2 years): Government Accounting, Auditing: 32 hours; Accounting, Auditing and Other: 58 hours  
Professional Memberships: AICPA, FICPA, FGFOA, GFOA*

**David Caplivski, CPA (Partner)**

*Years Performing Audits: 13+  
CPE (last 2 years): Government Accounting, Auditing: 48 hours; Accounting, Auditing and Other: 33 hours  
Professional Memberships: AICPA, FICPA, FGFOA, FASD*

“Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process.”

- Tony Grau

“Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization.”

- David Caplivski

## YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team. The Certified Information Technology Professional (CITP) Partner will bring a unique blend of IT expertise and understanding of accounting principles to the financial statement audit of the District.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



**Antonio 'Tony' J. Grau, CPA  
Partner**

Contact: [tgrau@graucpa.com](mailto:tgrau@graucpa.com) | (561) 939-6672

**Experience**

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

**Education**

University of South Florida (1983)  
Bachelor of Arts  
Business Administration

**Clients Served** (partial list)

(>300) Various Special Districts, including:

- |                                                      |                                                  |
|------------------------------------------------------|--------------------------------------------------|
| Bayside Improvement Community Development District   | St. Lucie West Services District                 |
| Dunes Community Development District                 | Ave Maria Stewardship Community District         |
| Fishhawk Community Development District (I, II, IV)  | Rivers Edge II Community Development District    |
| Grand Bay at Doral Community Development District    | Bartram Park Community Development District      |
| Heritage Harbor North Community Development District | Bay Laurel Center Community Development District |
| Boca Raton Airport Authority                         |                                                  |
| Greater Naples Fire Rescue District                  |                                                  |
| Key Largo Wastewater Treatment District              |                                                  |
| Lake Worth Drainage District                         |                                                  |
| South Indian River Water Control                     |                                                  |

**Professional Associations/Memberships**

- |                                                    |                                                 |
|----------------------------------------------------|-------------------------------------------------|
| American Institute of Certified Public Accountants | Florida Government Finance Officers Association |
| Florida Institute of Certified Public Accountants  | Government Finance Officers Association Member  |
| City of Boca Raton Financial Advisory Board Member |                                                 |

**Professional Education** (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	32
Accounting, Auditing and Other	<u>58</u>
Total Hours	<u>90</u> (includes of 4 hours of Ethics CPE)



**David Caplivski, CPA/CITP, Partner**  
 Contact : [dcaplivski@graucpa.com](mailto:dcaplivski@graucpa.com) / 561-939-6676

**Experience**

Grau & Associates	Partner	2021-Present
Grau & Associates	Manager	2014-2020
Grau & Associates	Senior Auditor	2013-2014
Grau & Associates	Staff Auditor	2010-2013

**Education**

Florida Atlantic University (2009)  
 Master of Accounting  
 Nova Southeastern University (2002)  
 Bachelor of Science  
 Environmental Studies

**Certifications and Certificates**

Certified Public Accountant (2011)  
 AICPA Certified Information Technology Professional (2018)  
 AICPA Accreditation COSO Internal Control Certificate (2022)

**Clients Served (partial list)**

(>300) Various Special Districts	Hispanic Human Resource Council
Aid to Victims of Domestic Abuse	Loxahatchee Groves Water Control District
Boca Raton Airport Authority	Old Plantation Water Control District
Broward Education Foundation	Pinetree Water Control District
CareerSource Brevard	San Carlos Park Fire & Rescue Retirement Plan
CareerSource Central Florida 403 (b) Plan	South Indian River Water Control District
City of Lauderdale GERS	South Trail Fire Protection & Rescue District
City of Parkland Police Pension Fund	Town of Haverhill
City of Sunrise GERS	Town of Hypoluxo
Coquina Water Control District	Town of Hillsboro Beach
Central County Water Control District	Town of Lantana
City of Miami (program specific audits)	Town of Lauderdale By-The-Sea Volunteer Fire Pension
City of West Park	Town of Pembroke Park
Coquina Water Control District	Village of Wellington
East Central Regional Wastewater Treatment Fac.	Village of Golf
East Naples Fire Control & Rescue District	

**Professional Education** (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	48
Accounting, Auditing and Other	33
Total Hours	<u>81</u> (includes 4 hours of Ethics CPE)

**Professional Associations**

Member, American Institute of Certified Public Accountants  
 Member, Florida Institute of Certified Public Accountants  
 Member, Florida Government Finance Officers Association  
 Member, Florida Association of Special Districts

# References



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

### Dunes Community Development District

**Scope of Work** Financial audit  
**Engagement Partner** Antonio J. Grau  
**Dates** Annually since 1998  
**Client Contact** Darrin Mossing, Finance Director  
475 W. Town Place, Suite 114  
St. Augustine, Florida 32092  
904-940-5850

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### Two Creeks Community Development District

**Scope of Work** Financial audit  
**Engagement Partner** Antonio J. Grau  
**Dates** Annually since 2007  
**Client Contact** William Rizzetta, President  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614  
813-933-5571

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### Journey's End Community Development District

**Scope of Work** Financial audit  
**Engagement Partner** Antonio J. Grau  
**Dates** Annually since 2004  
**Client Contact** Todd Wodraska, Vice President  
2501 A Burns Road  
Palm Beach Gardens, Florida 33410  
561-630-4922

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# Specific Audit Approach



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# AUDIT APPROACH

## **Grau's Understanding of Work Product / Scope of Services:**

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

## **Proposed segmentation of the engagement**

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



## **Phase I - Preliminary Planning**

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

### **During this phase we will perform the following activities:**

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

## **Phase II – Execution of Audit Plan**

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

## **Phase III - Completion and Delivery**

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

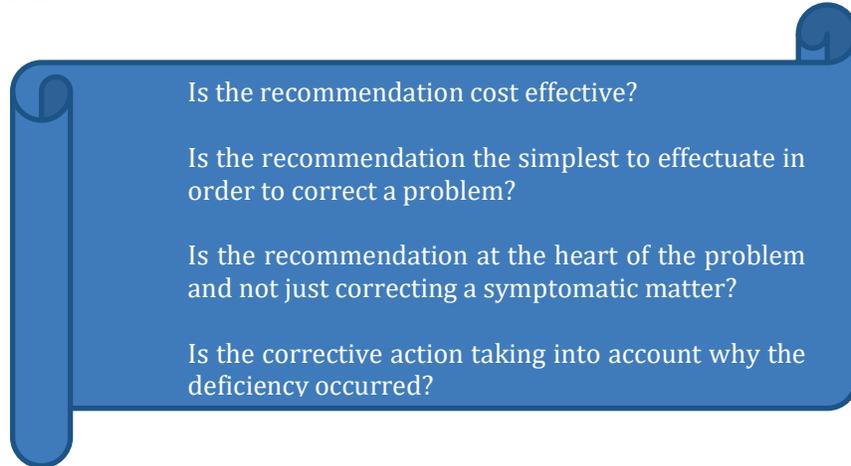
Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:



To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

### **Communications**

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

# Cost of Services



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2025-2029 are as follows:

<u>Year Ended September 30,</u>	<u>Fee</u>
2025	\$4,400
2026	\$4,500
2027	\$4,600
2028	\$4,700
2029	<u>\$4,800</u>
<b>TOTAL (2025-2029)</b>	<b><u>\$23,000</u></b>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional debt is issued the fees would be adjusted accordingly upon approval from all parties concerned.

# Supplemental Information



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## PARTIAL LIST OF CLIENTS

<b>SPECIAL DISTRICTS</b>	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Farms Water Control District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Asbury Municipal Service Benefit District	✓			✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Lealman Special Fire Control District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Water Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Port of The Islands Community Improvement District	✓		✓	✓	9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓				9/30
South Central Regional Wastewater Treatment and Disposal Board	✓				9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunrise Lakes Phase IV Recreation District	✓			✓	9/30
Sunshine Water Control District	✓			✓	9/30
Sunny Hills Units 12-15 Dependent District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (452)	✓			✓	9/30
<b>TOTAL</b>	<b>491</b>	<b>5</b>	<b>4</b>	<b>484</b>	

## **ADDITIONAL SERVICES**

### **CONSULTING / MANAGEMENT ADVISORY SERVICES**

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

### **ARBITRAGE**

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

**73**

Current  
Arbitrage  
Calculations

**We look forward to providing Sebastian River Improvement District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!**

**For even more information on Grau & Associates  
please visit us on [www.graucpa.com](http://www.graucpa.com).**

**SEBASTIAN RIVER**  
IMPROVEMENT DISTRICT

**Proposal**  
To Serve

**Sebastian River  
Improvement District, Indian  
River County, Florida**

In Response to Request for Proposals for:

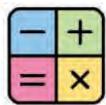
**Annual Audit Services**

Due by: 4:00 pm, August 20, 2025

**Contact:**

Richie C. Tandoc, Audit & Assurance Partner  
Email: [richie@rtandoc-cpa.com](mailto:richie@rtandoc-cpa.com)

13453 SW 105<sup>th</sup> Avenue  
Miami, Florida 33176  
Tel. (305) 720-2502, ext. 101



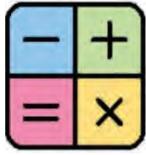
**Richie Tandoc, P.A.**  
Certified Public Accountant & Consultant

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Letter of Transmittal /  
Executive Summary



Richie Tandoc, P.A.

Certified Public Accountant & Consultant  
13453 SW 105<sup>th</sup> Ave, Miami, Florida 33176 / T. (305) 720-2502

August 1, 2025

B. Frank Sakuma, Jr.  
District Manager  
Sebastian River Improvement District  
2501A Burns Road  
Palm Beach Gardens, FL 33410

**RE: Proposal to Provide Annual Audit Services**

Dear Mr. Sakuma:

Richie Tandoc, P.A. is pleased to have the opportunity to submit a proposal to provide annual audit services to Sebastian River Improvement District, Indian River County, Florida (the “District”) for the fiscal years ending September 30, 2025, 2026 and 2027, with the option to renew for the two fiscal years ending September 30, 2028 and 2029.

Richie Tandoc, P.A. is committed to providing value-added and quality services to the District, combining the responsive personal contact associated with a smaller firm and the sophisticated professional resources of a larger firm. As leaders in servicing governmental and non-profit entities, Richie Tandoc, P.A. is fully qualified to provide audit services to the District. We strive to exceed the expectations of our clients, with a commitment to total quality service. Translating our experience and resources into effective and efficient value-added services to the District is our highest priority, which is why we believe we are best suited to be part of your professional team.

The task that the District faces in selecting a firm to provide audit services is not an easy one. Our goal in this proposal is to present those characteristics that distinguish us as the team best suited to serve the District.

**Understanding of the Work and Ability to Perform**

Based on the team’s knowledge and experience gained in serving governmental and non-profit entities for over three decades, more specifically the experience that we’ve gained having been auditors for governmental organizations similar in size to the District, the team at Richie Tandoc, P.A. has a clear understanding and ability to provide the scope of services requested, as more thoroughly described throughout this proposal.

**Committed to Serving Governmental and Non-Profit Entities**

Although Richie Tandoc, P.A. has only recently begun operating as a CPA firm, the team at Richie Tandoc, P.A. has been in the business of serving non-profit entities for over 30 years (previously as part of PAAST, P.L. and SKJ&T, LLP). Richie Tandoc, P.A. strives to maintain its objectives in the rendering of services of the highest quality with local firm attentiveness to all of its governmental and non-profit clients.

Richie Tandoc, P.A.’s professionals, from entry-level accountants, to the managers, and to the partner, are trained to understand the issues and meet the needs of governmental and non-profit entities.

Our professionals bring a comprehensive understanding of the issues that face governmental and non-profit entities as well as “bench strength” at all levels, allowing us to respond swiftly and effectively to your evolving needs.

Your proposed engagement team consists of the following supervisory professionals:

- Richie Tandoc, Client Service and Engagement Partner – has 32 years of experience auditing governmental and non-profit organizations;
- Jenny Orantes, Audit Senior Manager – has 25 years of experience auditing governmental and non-profit organizations; and
- Danae Garcia, Audit Supervisor – has 23 years of experience auditing governmental and non-profit organizations.

With this team, the District can be assured that we are committed to performing the audit services within the timeframe required in the request for proposals.

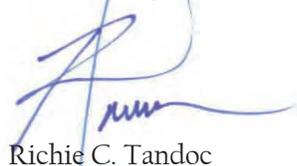
### Responsiveness

Richie Tandoc, P.A. takes pride in responding to the needs of its clients. This responsiveness is not only demonstrated by committing to performing our services within the timeframe required, but in responding to other requests as well. Our ability to be responsive will be enhanced by the open communications and excellent working relationship that we hope to develop with the District.

We look forward to hearing from you and to working with the District. As a Partner of Richie Tandoc, P.A., I am the District’s primary contact and I am duly authorized to make representations for, and bind, the Firm. I can be reached directly at (305) 720-2502, ext. 101 or at richie@rtandoc-cpa.com.

Sincerely,

*Richie Tandoc, P.A.*



Richie C. Tandoc  
*Audit & Assurance Partner*



## Proposal Requirements

## Firm Background

Richie Tandoc, P.A. (the “Firm”) was originally founded and incorporated on March 1, 2017, but was originally a member/owner of SKJ&T, LLP and PAAST, P.L. certified public accounting firms, for over two decades. **Effective July 16, 2025, Richie Tandoc, P.A. separated from PAAST, P.L. and began operating full-time as its own certified public accounting firm. In addition, all of the governmental audit professionals from PAAST, P.L. have joined Richie Tandoc, P.A.** As such, the Firm will continue to provide professional services to its governmental and non-profit clients, including accounting/bookkeeping, auditing, consulting, and other assurance and advisory services.

The Firm’s audit and assurance practice (which consists of accounting, compilations, reviews, audits, consulting and other advisory services) is composed 70% of engagements in the governmental and non-profit industries, and 30% in the commercial industry, including investments, construction, manufacturing, distribution, import/export, retail, and services fields.

Richie Tandoc, P.A. is a member of the American Institute of Certified Public Accountants Private Companies Division for CPA firms. Richie Tandoc and all eligible employees are members of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants, and are in good standing with such Institutes. In addition, two of the members on the assigned engagement team are Certified Fraud Examiners, and are members of the Association of Certified Fraud Examiners.

### Size and Organizational Structure of the Firm

Richie Tandoc, P.A. is considered a local CPA firm, and consists of the following owner/partner:

	Years of Experience
Richie Tandoc, Audit & Assurance Partner	32

In addition to the Partner above, the Firm consists of 7 other audit professionals composed of the following:

	Number of Personnel
Audit Professionals:	
Managers/Supervisors	3
Staff	4
Total	7

### Experience in Auditing Governmental and Non-Profit Entities

Our audit professionals have substantial experience in auditing governmental and non-profit entities in accordance with auditing standards generally accepted in the United States of America, *Audits of Not-for-profit Organizations*, *Government Auditing Standards*, OMB Uniform Guidance (i.e. Federal Single Audits), Chapter, 10.650 and 10.550, *Rules of the Auditor General* (i.e. State Single Audits) and the preparation of financial statements in accordance with such standards, and FASB and GASB pronouncements, statements and interpretations, where applicable. In addition, Richie Tandoc, P.A. is a member of the AICPA’s Not-for-Profit Section the Government Finance Officers Association and the Florida Government Finance Officers Association.

## SEBASTIAN RIVER IMPROVEMENT DISTRICT

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The following is a select list of governmental and non-profit audits that the proposed audit team at Richie Tandoc, P.A. have worked on in the last five years (special districts and special purpose governments are highlighted in red):

### Governmental and Non-Profit Financial Statement and Single Audits

---

- Alzheimer's Association SE Fl. Chapter, Inc.
- **Bayfront Park Management Trust**
- Bacardi Family Foundation, Inc.
- **Boynnton Beach Community Red. Agency**
- Broward Housing Solutions, Inc.
- Catholic Charities Legal Services, Inc.
- City of Hialeah, Florida
- City of Miami, Florida
- **City of Miami Midtown CRA**
- **City of Miami Omni CRA**
- **City of Miami SE Overtown Park West CRA**
- **Coconut Grove Business Improvement District**
- CubaNet News, Inc.
- First Call For Help of Broward, Inc.
- Florida Rising, Inc. / Florida New Majority, Inc.
- Florida Rising Together, Inc. / Florida New Majority Education Fund, Inc.
- Kristi House, Inc.
- Foundation For Human Rights in Cuba, Inc.
- **Lincoln Road Business Improvement District**
- Miami Homes for All, Inc.
- Miami-Dade County Aviation Department
- Miami-Dade County General Segment
- **Miami-Dade County Industrial Dev. Authority**
- **Miami-Dade Expressway Authority**
- Miami-Dade Transit
- **Miami Sports & Exhibition Authority**
- Miami Workers Center, Inc.
- Ophthalmology Research Foundation, Inc.
- Outreach Aid to the Americas, Inc.
- School Board of Miami-Dade County
- School District of Palm Beach County
- **Virginia Key Beach Park Trust**
- **Washington Avenue Business Imp. District**
- **West Villages Improvement District**
- **Wynwood Business Improvement District**

## Proposed Engagement Team

In order to fulfill our commitment to the District, we have structured the proposed engagement team to be responsive to your needs, consisting of professionals with the skills and experience in dealing with the issues you face. Below are the resumes of the proposed engagement team members.

### **Richie Tandoc, CPA, CFE**

#### *Client Service & Engagement Partner*

#### Responsibilities

Richie will serve as the primary contact for management to ensure open and effective channels of communication. His responsibilities include keeping abreast of important developments concerning issues that would directly affect the District; coordinating the total services to be provided through continuous communication with members of the engagement team; determining the content of the reports to be issued; ascertaining that professional standards have been complied with throughout the engagement; and directing and controlling the efforts of all personnel on the engagement.

#### Resume

Richie is a Certified Public Accountant and Certified Fraud Examiner with over 31 years of experience providing audit services to governmental and non-profit clients.

Richie specializes in providing services specifically to: non-profit organizations, including charitable, religious and educational organizations and foundations, community

#### **Education:**

- *Bachelor of Accounting*, Florida International University
- *Master of Accounting*, Florida International University

social welfare organizations, and business leagues; and governmental organizations, including state and local governments, special districts, and special-purpose governmental organizations. He also specializes in performing Federal and State Single Audits for governmental and non-profit organizations in accordance with *Government Auditing Standards*, OMB Uniform Guidance and Chapter, 10.650 and 10.550, *Rules of the Auditor General*, respectively.

Richie stays current with topics relating to accounting and auditing, and more specifically, in the government and non-profit industries, by frequently attending local, state and national training seminars and conferences provided by the American Institute of Certified Public Accountants; Florida Institute of Certified Public Accountants; Government Finance Officers Association; and Florida Government Finance Officers Association. Richie is compliant with the Yellow Book requirements for CPE.

Prior to starting Richie Tandoc, P.A., Richie was a Partner with SKJ&T, LLP/PAAST P.L. for 22 years, and prior to that, he was a Senior Manager with KPMG for 8 years. During his time at KPMG, Richie completed a 2-year audit rotation in KPMG's London, England office.

Richie has provided services to a wide range of governmental clients including, amongst others: Boynton Beach Community Redevelopment Agency; City of Coral Springs; City of Hialeah; City of Miami; City of Miami Community Redevelopment Agencies; City of Pompano Beach; Coconut Grove Business Improvement District; Florida Department of Environmental Protection; Lincoln Road Business Improvement District; Miami-Dade County; Miami-Dade Expressway Authority; Miami-Dade County Industrial Dev. Authority; School Board of Miami-Dade County; School District of Palm Beach County; Washington Avenue Business Improvement District; West Villages Improvement District; and Wynwood Business Improvement District.

## Jenny Orantes, CFE

*Engagement Senior Manager*

### Responsibilities

Jenny will be responsible for developing and coordinating the overall audit work plan under the direction of the client service partner. Her responsibilities also include supervising staff personnel, coordinating the day-to-day audit fieldwork with the Supervisor, and performing an in-depth review of all pertinent work papers and reports.

### Professional and Business Affiliations:

- Certified Public Accountant, Florida
- Certified Fraud Examiner, ACFE
- Member, Association of Certified Fraud Examiners
- Member, American Institute of CPAs
- Member, Government Finance Officers Association
- Member, Florida Government Finance Officers Association
- Alumni, Florida International University
- Member and Co-Chair, United Way of Miami-Dade County Agency Audit Committee
- Member, United Way of Miami-Dade County Community Impact Committee
- Board Member, Early Learning Coalition of Miami-Dade/Monroe
- Member, Early Learning Coalition of Miami-Dade/Monroe Finance Committee
- Member, FICPA Audit Committee

Jenny will also be responsible for coordinating the completion of the audit and the preparation of the reports; and for bringing to the attention of the client service partner any technical and sensitive issues, and potential solutions to such.

**Resume**

Jenny is a Certified Fraud Examiner with over 25 years of experience providing audit services to governmental and non-profit clients. Prior to the joining Richie Tandoc, P.A., she spent her entire public accounting career at SKJ&T/PAAST, P.L., rising to the level of Senior Manager.

She has substantial experience in auditing governmental and non-profit entities in accordance with *Government Auditing Standards*, auditing federal and state grants in accordance with OMB Circular A-133/Uniform Guidance and *Rules of the Auditor General* of the State of Florida.

Jenny stays current with topics relating to accounting and auditing, and more specifically, in the government and non-profit industries, by frequently attending local, state and national training seminars and conferences provided by the American Institute of Certified Public Accountants; Florida Institute of Certified Public Accountants; Government Finance Officers Association; and Florida Government Finance Officers Association. Jenny is compliant with the Yellow Book requirements for CPE.

Jenny has provided services to a wide range of government clients including, amongst others: Boynton Beach Community Redevelopment Agency; City of Coral Springs; City of Miami Community Redevelopment Agencies; Coconut Grove Business Improvement District; Florida Department of Environmental Protection; Miami-Dade County; Miami-Dade County Aviation Department; Miami Beach Housing Authority; School Board of Miami-Dade County; School District of Palm Beach County; and Wynwood Business Improvement District.

**Education:**

- *Bachelor of Accounting*, Florida International University
- *Master of Accounting*, Florida International University

**Professional and Business Affiliations:**

- Certified Fraud Examiner, ACFE
- Member, Association of Certified Fraud Examiners
- Associate Member, American Institute of CPAs
- Associate Member, Florida Institute of CPAs
- Member, Gov't Finance Officers Association
- Member, Florida Gov't Finance Officers Association
- Alumni, Florida International University
- Former Member, United Way of Miami-Dade County Agency Audit Committee

## Danae Garcia

### Engagement Supervisor

#### Responsibilities

Danae will assist in the planning of the audit; allocate audit tasks to staff and direct the day-to-day performance of the plan; will be under the supervision of the client service partner and senior manager; supervise audit staff and oversee daily progress of the engagement; communicate with the senior manager regarding the progress of the audit; review all workpapers and reports; and identify any technical issues to be discussed with the senior manager.

#### Resume

Danae has over 23 years of experience providing audit services to governmental and non-profit clients. Prior to the joining Richie Tandoc, P.A, she spent her entire public accounting career at SKJ&T/PAAST, P.L., rising to the level of Supervisor. She has substantial experience in auditing governmental and non-profit entities in accordance with *Government Auditing Standards*, auditing federal and state grants in accordance with OMB Circular A-133/Uniform Guidance and *Rules of the Auditor General* of the State of Florida.

Danae stays current with topics relating to accounting and auditing, and more specifically, in the government and non-profit industries, by frequently attending local, state and national training seminars and conferences provided by the American Institute of Certified Public Accountants; Florida Institute of Certified Public Accountants; Government Finance Officers Association; and Florida Government Finance Officers Association. Danae is compliant with the Yellow Book requirements for CPE.

#### Education and Professional Affiliations:

- Bachelor of Accounting, Florida International University
- Currently studying for the Certified Fraud Examiners exam
- Associate Member, AICPA
- Associate Member, FICPA
- Alumni, Florida Int'l University

Danae has provided services to a wide range of government clients including, amongst others: Boynton Beach Community Redevelopment Agency; City of Miami; City of Miami Community Redevelopment Agencies; Coconut Grove Business Improvement District; Lincoln Road Business Improvement District; Miami-Dade County; Miami-Dade County Industrial Dev. Authority; School Board of Miami-Dade County; School District of Palm Beach County; Virginia Key Beach Park Trust; Washington Avenue Business Improvement District; West Villages Improvement District; and Wynwood Business Improvement District.

## Experience in Auditing Special Districts

Our professionals have substantial experience in auditing governmental entities in accordance with auditing standards generally accepted in the United States of America, *Audits of Not-for-profit Organizations*, *Government Auditing Standards*, OMB Uniform Guidance (i.e. Federal Single Audits), Chapter, 10.650 and 10.550, *Rules of the Auditor General* (i.e. State Single Audits) and the preparation of financial statements in accordance with such standards, and FASB and GASB pronouncements, statements and interpretations, where applicable.

More specifically, **we have significant experience in auditing special districts and other special purpose governmental entities**, similar to the District. The following is a select list of special districts that the proposed team members have provided audit services to in the last year:

SEBASTIAN RIVER IMPROVEMENT DISTRICT

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**Boynton Beach Community Redevelopment Agency**

Services Conducted: Financial statement audit  
Principal Contact: Vicki Hill, Finance Director  
100 E. Ocean Ave, Boynton Beach, FL 33435  
(561) 600-9092  
[HillV@bbfl.us](mailto:HillV@bbfl.us)

**City of Miami Community Redevelopment Agencies (3 Special Districts)**

Services Conducted: Financial statement audit, Federal single audit, and agreed-upon procedures  
Principal Contact: Miguel Valentin, Finance Officer  
819 NW 2<sup>nd</sup> Ave, 3rd Floor, Miami, FL 33136  
(305) 679-6810  
[mavalentin@miamigov.com](mailto:mavalentin@miamigov.com)

**Coconut Grove Business Improvement District**

Services Conducted: Financial statement audit  
Principal Contact: Mark Burns, Executive Director  
3250 Mary St. #305, Coconut Grove, FL 33133  
(305) 461-5506  
[mark@grovebid.com](mailto:mark@grovebid.com)

**Lincoln Road Business Improvement District**

Services Conducted: Financial statement audit  
Principal Contact: Anabel Llopis, Executive Director  
1620 Drexel Ave, Suite 100, Miami Beach, FL 33139  
(305) 600-0219  
[anabel@lincolnrd.com](mailto:anabel@lincolnrd.com)

**Miami-Dade County Industrial Development Authority**

Services Conducted: Financial statement audit  
Principal Contact: Amanda Llovet, CFO  
80 SW 8th St, Suite 2801, Miami, FL 33130  
(305) 579-0070  
[allovett@mdcida.org](mailto:allovett@mdcida.org)

**Washington Avenue Business Improvement District**

Services Conducted: Financial statement audit  
Principal Contact: Troy Wright, Executive Director  
1234 Washington Ave., #204, Miami Beach, FL 33139  
(305) 916-0779  
[twright@washavemb.com](mailto:twright@washavemb.com)

**West Villages Improvement District**

Services Conducted: Financial statement audit and state single audit  
Principal Contact: Jeff Walker, CFO (Special District Services, Inc.)  
2501A Burns Rd, Palm Beach Gardens, FL 33410  
(561) 579-630-4922  
[JWalker@sdsinc.org](mailto:JWalker@sdsinc.org)

**Wynwood Business Improvement District**

Services Conducted:	Financial statement audit
Principal Contact:	Don Meginley (Interim Executive Director) 118 NW 25 <sup>th</sup> St, Miami, FL 33127 (786) 615-8828 <a href="mailto:donmeginley@mac.com">donmeginley@mac.com</a>

## Understanding of and Ability to Furnish the Scope of Work

Richie Tandoc, P.A. has the ability and capability to perform the services required in the RFP, based on the proposed team members' experience in auditing similar entities, and our knowledge of and expertise in state and local government accounting and auditing. We understand the scope of work includes an audit of the District's basic financial statements, in accordance with:

- Rules of the Auditor General of the State of Florida, Chapters 10.550;
- Section 218.415, Florida Statutes, *Local Government Investment Policies*;
- Audits of State and Local Governments, issued by the AICPA;
- Generally Accepted Auditing Standards;
- Government Auditing Standards, issued by the Comptroller General of the United States;
- Generally Accepted Governmental Accounting Standards; and
- Any other applicable federal, state, local regulations or professional guidance not specifically listed above, which may be adopted by these organizations in the future.

Our understanding of the reports to be issued for the District, include:

- Report on the fair presentation of the basic financial statements (independent auditor's report);
- Report on internal control over financial reporting and on compliance and other matters based on an audit of the financial statements (Yellow Book report);
- Management letter in accordance with "Rules of the Auditor General"; and
- Report on compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies*.

As previously mentioned, although the Firm has only recently begun operations as its own CPA firm, all of the government audit professionals at the Firm have been together since their days at SKJ&T, LLP / PAAST, P.L. The three members on the proposed team have been working together since 2003, and have been providing audit services to our governmental clients since then, and will continue to do so under Richie Tandoc, P.A.

## Proposed Fees

Richie Tandoc, P.A.'s policy is to estimate fees at amounts that are highly competitive, but will also enable us to respond to your needs and provide the quality of service that the District requires. In general, our fees are based on the level of experience and training of the individuals assigned to the engagement.

Our proposed fees below also include the availability of the members of the engagement team to assist the District in answering any accounting, auditing, and/or financial reporting technical questions, or any other questions within the scope of the audit engagement, during the engagement and throughout the year. We do not charge extra for these kinds of technical questions. However, questions or services that are not within the scope of the audit may include those services that would not impair our independence as your auditors, such as consent letters, certain agreed-upon procedures, tax-related research and inquiries, and certain other financial consulting services, and would therefore be charged at rates agreed-upon with management.

SEBASTIAN RIVER IMPROVEMENT DISTRICT

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Richie Tandoc, P.A.'s lump sum proposed cost for the annual audit services, are as follows:

<u>Year Ending Sep 30,</u>	<u>Lump Sum Proposed Cost</u>
2025	\$ 4,900
2026	4,900
2027	4,900
2028	5,200
2029	5,200



November 18, 2025

Todd Wodraska  
Special District Services, Inc.  
2501A Burns Rd  
Palm Beach Gardens, FL 33410

RE: Project: Sebastian Quarterly SW  
Pace Project No.: 35996667

Dear Todd Wodraska:

Enclosed are the analytical results for sample(s) received by the laboratory on November 10, 2025. The results relate only to the samples included in this report. Results reported herein conform to the applicable TNI/NELAC Standards and the laboratory's Quality Manual, where applicable, unless otherwise noted in the body of the report.

The test results provided in this final report were generated by each of the following laboratories within the Pace Network:

- Pace Analytical Services - Ormond Beach
- Pace Analytical Services - South Florida

If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Cameron Meynardie  
cameron.meynardie@pacelabs.com  
813-855-1844  
Project Manager

Enclosures

cc: Sylvia Bethel, Sebastian WCD  
B. Frank Sakuma, Jr, Sebastian WCD  
George Simons, Sebastian WCD  
Frances Ware, Special District Services, Inc.



## REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,  
without the written consent of Pace Analytical Services, LLC.



**CERTIFICATIONS**

Project: Sebastian Quarterly SW  
 Pace Project No.: 35996667

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**Pace Analytical Services Ormond Beach**

8 East Tower Circle, Ormond Beach, FL 32174  
 Alaska DEC- CS/UST/LUST  
 Alabama Certification #: 41320  
 California Certification# 3096  
 Colorado Certification: FL NELAC Reciprocity  
 Connecticut Certification #: PH-0216  
 Delaware Certification: FL NELAC Reciprocity  
 DoD-ANAB #:ADE-3199  
 Florida Certification #: E83079  
 Georgia Certification #: 955  
 Guam Certification: FL NELAC Reciprocity  
 Hawaii Certification: FL NELAC Reciprocity  
 Illinois Certification #: 200068  
 Indiana Certification: FL NELAC Reciprocity  
 Kansas Certification #: E-10383  
 Kentucky Certification #: 90050  
 Louisiana Certification #: FL NELAC Reciprocity  
 Louisiana Environmental Certificate #: 05007  
 Maine Certification #: FL01264  
 Maryland Certification: #346  
 Massachusetts Certification #: M-FL1264  
 Michigan Certification #: 9911  
 Mississippi Certification: FL NELAC Reciprocity  
 Missouri Certification #: 236

Montana Certification #: Cert 0074  
 Nebraska Certification: NE-OS-28-14  
 Nevada Certification: FL NELAC Reciprocity  
 New Hampshire Certification #: 2958  
 New Jersey Certification #: FL022  
 New York Certification #: 11608  
 North Carolina Environmental Certificate #: 667  
 North Carolina Certification #: 12710  
 North Dakota Certification #: R-216  
 Ohio DEP 87780  
 Oklahoma Certification #: D9947  
 Pennsylvania Certification #: 68-00547  
 Puerto Rico Certification #: FL01264  
 South Carolina Certification: #96042001  
 Tennessee Certification #: TN02974  
 Texas Certification: FL NELAC Reciprocity  
 US Virgin Islands Certification: FL NELAC Reciprocity  
 Utah  
 Utah FL NELAC Reciprocity  
 Virginia Environmental Certification #: 460165  
 Washington Certification #: C955  
 West Virginia Certification #: 9962C  
 Wisconsin Certification #: 399079670  
 Wyoming (EPA Region 8): FL NELAC Reciprocity

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**Pace Analytical Services South Florida**

3610 Park Central Blvd N, Pompano Beach, FL 33064

Florida Certification #: E86240

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**REPORT OF LABORATORY ANALYSIS**

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### SAMPLE SUMMARY

Project: Sebastian Quarterly SW  
Pace Project No.: 35996667

---

Lab ID	Sample ID	Matrix	Date Collected	Date Received
35996667001	510 BRIDGE	Water	11/10/25 10:10	11/10/25 17:10

### REPORT OF LABORATORY ANALYSIS

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**SAMPLE ANALYTE COUNT**

Project: Sebastian Quarterly SW  
 Pace Project No.: 35996667

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
35996667001	510 BRIDGE	SM 2520B Modified	KSD	1	PASI-SF
		SM 2540C	AAV	1	PASI-O
		SM 2540D	TPM	1	PASI-O
		SM 5210B	JH	1	PASI-O
		EPA 300.0	CMB1	1	PASI-O
		EPA 350.1	AEL	1	PASI-O
		EPA 351.2	KMM1	1	PASI-O
		EPA 353.2	SAH	1	PASI-O
		EPA 365.3	KMM1	1	PASI-O

PASI-O = Pace Analytical Services - Ormond Beach  
 PASI-SF = Pace Analytical Services - South Florida

**REPORT OF LABORATORY ANALYSIS**

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**ANALYTICAL RESULTS**

Project: Sebastian Quarterly SW  
Pace Project No.: 35996667

**Sample: 510 BRIDGE**      **Lab ID: 35996667001**      Collected: 11/10/25 10:10      Received: 11/10/25 17:10      Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
<b>Field Data</b>									
Analytical Method: Pace Analytical Services - Ormond Beach									
Field pH	7.28	Std. Units			1		11/10/25 10:10		
Field Temperature	23.1	deg C			1		11/10/25 10:10		
Field Specific Conductance	989.0	umhos/cm			1		11/10/25 10:10		
Oxygen, Dissolved	6.58	mg/L			1		11/10/25 10:10	7782-44-7	
Turbidity	7.44	NTU			1		11/10/25 10:10		
<b>Salinity by Conductivity</b>									
Analytical Method: SM 2520B Modified Pace Analytical Services - South Florida									
Salinity	7.0 U	ppt	7.0	7.0	1		11/13/25 12:02		
<b>2540C Total Dissolved Solids</b>									
Analytical Method: SM 2540C Pace Analytical Services - Ormond Beach									
Total Dissolved Solids	568	mg/L	5.0	5.0	1		11/14/25 11:58		
<b>2540D Total Suspended Solids</b>									
Analytical Method: SM 2540D Pace Analytical Services - Ormond Beach									
Total Suspended Solids	9.0	mg/L	5.0	5.0	1		11/15/25 23:01		PP
<b>5210B BOD, 5 day</b>									
Analytical Method: SM 5210B Pace Analytical Services - Ormond Beach									
BOD, 5 day	2.0 U	mg/L	2.0	2.0	1	11/11/25 08:49	11/16/25 11:03		V
<b>300.0 IC Anions 28 Days</b>									
Analytical Method: EPA 300.0 Pace Analytical Services - Ormond Beach									
Chloride	176	mg/L	25.0	12.5	5		11/11/25 22:11	16887-00-6	
<b>350.1 Ammonia</b>									
Analytical Method: EPA 350.1 Pace Analytical Services - Ormond Beach									
Nitrogen, Ammonia	0.064	mg/L	0.050	0.035	1		11/13/25 13:01	7664-41-7	
<b>351.2 Total Kjeldahl Nitrogen</b>									
Analytical Method: EPA 351.2 Preparation Method: EPA 351.2 Pace Analytical Services - Ormond Beach									
Nitrogen, Kjeldahl, Total	0.82	mg/L	0.50	0.20	1	11/11/25 19:49	11/13/25 14:48	7727-37-9	
<b>353.2 Nitrogen, NO2/NO3 unpres</b>									
Analytical Method: EPA 353.2 Pace Analytical Services - Ormond Beach									
Nitrogen, Nitrate	0.18	mg/L	0.050	0.025	1		11/11/25 11:21	14797-55-8	
<b>365.3 Phosph. Total Low Level</b>									
Analytical Method: EPA 365.3 Preparation Method: EPA 365.3 Pace Analytical Services - Ormond Beach									
Phosphorus, Total (as P) LL	0.092	mg/L	0.0040	0.0028	1	11/11/25 13:38	11/12/25 11:25	7723-14-0	

**REPORT OF LABORATORY ANALYSIS**

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**QUALITY CONTROL DATA**

Project: Sebastian Quarterly SW

Pace Project No.: 35996667

QC Batch: 1144690	Analysis Method: SM 2520B Modified
QC Batch Method: SM 2520B Modified	Analysis Description: Salinity Conductivity
	Laboratory: Pace Analytical Services - South Florida

Associated Lab Samples: 35996667001

METHOD BLANK: 6273692 Matrix: Water

Associated Lab Samples: 35996667001

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Salinity	ppt	7.0 U	7.0	7.0	11/13/25 11:50	

LABORATORY CONTROL SAMPLE: 6273693

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Salinity	ppt	35	37.4	107	90-110	

SAMPLE DUPLICATE: 6273694

Parameter	Units	35993930001 Result	Dup Result	RPD	Max RPD	Qualifiers
Salinity	ppt	<7.0	7.0 U		5	

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**QUALITY CONTROL DATA**

Project: Sebastian Quarterly SW

Pace Project No.: 35996667

QC Batch: 1144929	Analysis Method: SM 2540C
QC Batch Method: SM 2540C	Analysis Description: 2540C Total Dissolved Solids
	Laboratory: Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35996667001

METHOD BLANK: 6275651 Matrix: Water

Associated Lab Samples: 35996667001

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Total Dissolved Solids	mg/L	5.0 U	5.0	5.0	11/14/25 11:58	

LABORATORY CONTROL SAMPLE: 6275652

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Total Dissolved Solids	mg/L	300	296	99	90-110	

SAMPLE DUPLICATE: 6275653

Parameter	Units	35996684001 Result	Dup Result	RPD	Max RPD	Qualifiers
Total Dissolved Solids	mg/L	282	281	0	10	

SAMPLE DUPLICATE: 6275654

Parameter	Units	35996684002 Result	Dup Result	RPD	Max RPD	Qualifiers
Total Dissolved Solids	mg/L	297	298	0	10	

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**QUALITY CONTROL DATA**

Project: Sebastian Quarterly SW

Pace Project No.: 35996667

QC Batch: 1145265	Analysis Method: SM 2540D
QC Batch Method: SM 2540D	Analysis Description: 2540D Total Suspended Solids
	Laboratory: Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35996667001

METHOD BLANK: 6277991 Matrix: Water

Associated Lab Samples: 35996667001

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Total Suspended Solids	mg/L	5.0 U	5.0	5.0	11/15/25 23:01	

LABORATORY CONTROL SAMPLE: 6277992

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Total Suspended Solids	mg/L	100	98.0	98	90-110	

SAMPLE DUPLICATE: 6277993

Parameter	Units	35996667001 Result	Dup Result	RPD	Max RPD	Qualifiers
Total Suspended Solids	mg/L	9.0	9.0	0	10	PP

SAMPLE DUPLICATE: 6277994

Parameter	Units	35996674001 Result	Dup Result	RPD	Max RPD	Qualifiers
Total Suspended Solids	mg/L	16.5	17.0	3	10	

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**QUALITY CONTROL DATA**

Project: Sebastian Quarterly SW

Pace Project No.: 35996667

QC Batch:	1143801	Analysis Method:	SM 5210B
QC Batch Method:	SM 5210B	Analysis Description:	5210B BOD, 5 day
		Laboratory:	Pace Analytical Services - Ormond Beach
Associated Lab Samples:	35996667001		

METHOD BLANK: 6269103 Matrix: Water  
 Associated Lab Samples: 35996667001

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
BOD, 5 day	mg/L	2.0 U	2.0	2.0	11/16/25 10:07	V

LABORATORY CONTROL SAMPLE: 6269105

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
BOD, 5 day	mg/L	198	168	85	84.6-115.4	V

SAMPLE DUPLICATE: 6269106

Parameter	Units	35996559001 Result	Dup Result	RPD	Max RPD	Qualifiers
BOD, 5 day	mg/L	163	147	10	20	V

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**QUALITY CONTROL DATA**

Project: Sebastian Quarterly SW

Pace Project No.: 35996667

QC Batch: 1143907

Analysis Method: EPA 300.0

QC Batch Method: EPA 300.0

Analysis Description: 300.0 IC Anions

Laboratory: Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35996667001

METHOD BLANK: 6269707

Matrix: Water

Associated Lab Samples: 35996667001

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Chloride	mg/L	2.5 U	5.0	2.5	11/11/25 17:24	

LABORATORY CONTROL SAMPLE: 6269708

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Chloride	mg/L	50	48.9	98	90-110	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 6272707 6272708

Parameter	Units	35995750004		6272707		6272708		% Rec Limits	RPD	Max RPD	Qual	
		MS Result	MS Spike Conc.	MSD Result	MSD Spike Conc.	MS Result	MSD Result					MS % Rec
Chloride	mg/L	5.1	50	50	50	52.4	52.4	95	95	90-110	0	20

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 6272709 6272710

Parameter	Units	35996710001		6272709		6272710		% Rec Limits	RPD	Max RPD	Qual	
		MS Result	MS Spike Conc.	MSD Result	MSD Spike Conc.	MS Result	MSD Result					MS % Rec
Chloride	mg/L	52.9	50	50	50	107	107	108	108	90-110	0	20 L

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**QUALITY CONTROL DATA**

Project: Sebastian Quarterly SW

Pace Project No.: 35996667

QC Batch: 1144686	Analysis Method: EPA 350.1
QC Batch Method: EPA 350.1	Analysis Description: 350.1 Ammonia
	Laboratory: Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35996667001

METHOD BLANK: 6273674 Matrix: Water

Associated Lab Samples: 35996667001

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Nitrogen, Ammonia	mg/L	0.035 U	0.050	0.035	11/13/25 12:18	

LABORATORY CONTROL SAMPLE: 6273675

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Nitrogen, Ammonia	mg/L	1	1.0	102	90-110	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 6273677 6273676

Parameter	Units	35996634001		6273676		MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual	
		MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result							
Nitrogen, Ammonia	mg/L	0.043 I	1	1	1.0	1.0	100	100	90-110	0	20	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 6273678 6273679

Parameter	Units	35996636003		6273679		MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual	
		MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result							
Nitrogen, Ammonia	mg/L	0.035 U	1	1	1.0	1.0	99	100	90-110	0	20	

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**QUALITY CONTROL DATA**

Project: Sebastian Quarterly SW

Pace Project No.: 35996667

QC Batch:	1144109	Analysis Method:	EPA 351.2
QC Batch Method:	EPA 351.2	Analysis Description:	351.2 TKN
		Laboratory:	Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35996667001

METHOD BLANK: 6270751 Matrix: Water

Associated Lab Samples: 35996667001

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Nitrogen, Kjeldahl, Total	mg/L	0.20 U	0.50	0.20	11/13/25 14:44	

LABORATORY CONTROL SAMPLE: 6270752

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Nitrogen, Kjeldahl, Total	mg/L	20	19.3	97	90-110	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 6270754 6270753

Parameter	Units	6270754		6270753		% Rec	% Rec	% Rec Limits	RPD	Max RPD	Qual
		MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result						
Nitrogen, Kjeldahl, Total	mg/L	0.77	20	20.3	20.2	98	97	90-110	1	20	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 6270756 6270755

Parameter	Units	6270756		6270755		% Rec	% Rec	% Rec Limits	RPD	Max RPD	Qual
		MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result						
Nitrogen, Kjeldahl, Total	mg/L	0.73	20	20.3	20.3	98	98	90-110	0	20	

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### QUALITY CONTROL DATA

Project: Sebastian Quarterly SW

Pace Project No.: 35996667

QC Batch: 1143899

Analysis Method: EPA 353.2

QC Batch Method: EPA 353.2

Analysis Description: 353.2 Nitrate + Nitrite, Unpres.

Laboratory: Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35996667001

METHOD BLANK: 6269675

Matrix: Water

Associated Lab Samples: 35996667001

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Nitrogen, Nitrate	mg/L	0.025 U	0.050	0.025	11/11/25 10:43	

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**QUALITY CONTROL DATA**

Project: Sebastian Quarterly SW

Pace Project No.: 35996667

QC Batch: 1143976	Analysis Method: EPA 365.3
QC Batch Method: EPA 365.3	Analysis Description: 365.3 Low Level Total Phosphorus
	Laboratory: Pace Analytical Services - Ormond Beach

Associated Lab Samples: 35996667001

METHOD BLANK: 6269975 Matrix: Water

Associated Lab Samples: 35996667001

Parameter	Units	Blank Result	Reporting Limit	MDL	Analyzed	Qualifiers
Phosphorus, Total (as P) LL	mg/L	0.0028 U	0.0040	0.0028	11/12/25 11:34	

LABORATORY CONTROL SAMPLE: 6269976

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Phosphorus, Total (as P) LL	mg/L	0.1	0.095	95	90-110	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 6269978 6269977

Parameter	Units	6269978		6269977		MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual	
		35996636002 Result	MS Spike Conc.	MSD Spike Conc.	MS Result							MSD Result
Phosphorus, Total (as P) LL	mg/L	0.031	0.1	0.1	0.13	0.13	101	100	80-120	1	20	

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## QUALIFIERS

Project: Sebastian Quarterly SW

Pace Project No.: 35996667

### DEFINITIONS

DF - Dilution Factor, if reported, represents the factor applied to the reported data due to dilution of the sample aliquot.

ND - Not Detected at or above adjusted reporting limit.

TNTC - Too Numerous To Count

MDL - Adjusted Method Detection Limit.

PQL - Practical Quantitation Limit.

RL - Reporting Limit - The lowest concentration value that meets project requirements for quantitative data with known precision and bias for a specific analyte in a specific matrix.

S - Surrogate

1,2-Diphenylhydrazine decomposes to and cannot be separated from Azobenzene using Method 8270. The result for each analyte is a combined concentration.

Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.

LCS(D) - Laboratory Control Sample (Duplicate)

MS(D) - Matrix Spike (Duplicate)

DUP - Sample Duplicate

RPD - Relative Percent Difference

NC - Not Calculable.

SG - Silica Gel - Clean-Up

U - Indicates the compound was analyzed for, but not detected.

N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.

Reported results are not rounded until the final step prior to reporting. Therefore, calculated parameters that are typically reported as "Total" may vary slightly from the sum of the reported component parameters.

Pace Analytical is TNI accredited. Contact your Pace PM for the current list of accredited analytes.

TNI - The NELAC Institute.

### ANALYTE QUALIFIERS

I The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.

U Compound was analyzed for but not detected.

L Off-scale high. Actual value is known to be greater than value given.

PP The mass of dried residue obtained did not meet the test method requirements based on volume used.

V Indicates that the analyte was detected in both the sample and the associated method blank.

## REPORT OF LABORATORY ANALYSIS

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### QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: Sebastian Quarterly SW

Pace Project No.: 35996667

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
35996667001	510 BRIDGE				
35996667001	510 BRIDGE	SM 2520B Modified	1144690		
35996667001	510 BRIDGE	SM 2540C	1144929		
35996667001	510 BRIDGE	SM 2540D	1145265		
35996667001	510 BRIDGE	SM 5210B	1143801	SM 5210B	1145328
35996667001	510 BRIDGE	EPA 300.0	1143907		
35996667001	510 BRIDGE	EPA 350.1	1144686		
35996667001	510 BRIDGE	EPA 351.2	1144109	EPA 351.2	1144662
35996667001	510 BRIDGE	EPA 353.2	1143899		
35996667001	510 BRIDGE	EPA 365.3	1143976	EPA 365.3	1144132

### REPORT OF LABORATORY ANALYSIS

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Pace

WO#: 35996667  
PM: CEM Due Date: 11/20/25  
CLIENT: SEBWCD

Project #  
Project Manager:  
Client:

Date and Initials of person: 11/10/25  
Examining contents: TSI  
Verifying pH:

Thermometer Used: T-440 Date: 11/10/25 Time: 1711

Initials: ABS

State of Origin:  For WV projects, all containers verified to ≤6 °C

Cooler #1 Temp. °C 2-3 (Visual) to 1 (Correction Factor) 2.4 (Actual)  
Cooler #2 Temp. °C (Visual) (Correction Factor) (Actual)  
Cooler #3 Temp. °C (Visual) (Correction Factor) (Actual)  
Cooler #4 Temp. °C (Visual) (Correction Factor) (Actual)  
Cooler #5 Temp. °C (Visual) (Correction Factor) (Actual)  
Cooler #6 Temp. °C (Visual) (Correction Factor) (Actual)  
Recheck for OOT °C (Visual) (Correction Factor) (Actual)

Samples collected sameday, on ice cooling has begun  
 Samples collected sameday, on ice cooling has begun  
Time: Initials:

Courier:  Fed Ex  UPS  USPS  Client  Commercial  Pace  Other

Shipping Method:  Standard Overnight  First Overnight  Priority Overnight  Ground  International Priority  Other

Tracking #

Custody Seal Present:  Yes  No Seal properly placed and intact:  Yes  No

Ice:  Wet  Blue  Dry  None  Melted

Packing Material:  Bubble Wrap  Bubble Bags  None  Other

Samples shorted to lab:  Yes  No (If yes, complete the following)  
Shorted Date: 11/10/25 Shorted Time: 1720  
Bottle Quantity / Type: 12 SPS

Chain of Custody:	Present: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Filled Out: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Sampler Name: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
	Relinquished To Pace: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Sampling Date(s): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Sampling Time(s): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Samples Arrived within Hold Time.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Comments:	
Rush Turnaround Requested on COC.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Comments:	
Sufficient Volume.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Comments:	
Correct Containers Used.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Comments:	
Containers Intact.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Comments:	
Sample Labels Match COC (Sample ID, Date/Time of Collection)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Comments:	
All containers needing acid / base preservation have been checked.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Preservation Information	
All containers needing preservation are found to be in compliance with EPA recommendation:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Preservative: _____	Date: _____
Exceptions: Vials, Microbiology, O&G, PFAS		Lot / Trace: _____	Time: _____
Headspace in Volatile Vials? (>6mm):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Amount added (mL): _____	Initials: _____
Trip Blank Present	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A		

Comments / Resolutions (use back for additional comments):

Labeled by: TSI

Reviewed by: JH



Document Name:  
Field Sampling Log

Date Revised:  
March 27, 2019

Document Number:  
F-FL-C-022 rev.01

Issuing Authority:  
Pace Florida Quality Office

### FIELD SAMPLING LOG

Arrived On Site Date: 11/10/2025 Time: 9:50 Departed Site Date: 11/10/2025 Time: 10:30

Sampler's Signature: *Jim Norton* Sampler's Name: Jim Norton

CLIENT NAME: Sebastian WCD PROJECT NAME: Quarterly SW

CLIENT CONTACT: \_\_\_\_\_ SITE CONTACT: \_\_\_\_\_

Personnel on Site: \_\_\_\_\_

SITE Location: Sebastian, FL

Ambient Conditions: Mild / Partly Sunny / Windy

Brief Description of Field Activities: Collection of SW grab samples

Field Equipment Used: Dip stick

Decon Procedures:  Yes  No If Yes, Please Describe: \_\_\_\_\_

Field Filtering:  Yes  No If Yes, Please Describe: \_\_\_\_\_

Sample Matrix:  DW  GW  WW  SU  STW  SO  SE  ML  Other: SW

Physical Characteristics of Sample: \_\_\_\_\_

Sampling Method:  GRAB  COMPOSITE  Grab/Composite

For Composite Sampling; Document Sampling Procedure for Collecting a Representative Sample:

- QC Blanks     Precleaned EQB     Field Cleaned EQB  
 Field Blanks     Trip Blanks     QC Samples     Duplicate     Replicate Samples

Split Samples (explain): \_\_\_\_\_

Sampling Location	Time	Parameters	Appearance	Odor	pH	Temp °C	Cond	DO	Turb
510 Bridge	10:10	BOD,NH3,TKN,TP,TSS, NO3,Cl,Salinity,TDS			7.28	23.1	989.0	77.1% 6.58mg	7.44

#### Composite Sampling

Compositor Set-up/Location	Date	Time	Time/Flow	Flow Rate	#Samples/Hour
Compositor Breakdown	Date	Time	Hours Sampled		
Drive Time to Site:			Drive time back to Lab		

Other Notation's or Anomalies: \_\_\_\_\_



3610 Park Central Blvd N, Pompano Beach, FL 33064

Document Name  
Field Sampling Calibration Log  
Document Number  
F-FLC-027 rev 01Date Revised  
September 19, 2018  
Issuing Authority  
Pace Florida Quality Office

### Field Calibration Log

Client: <b>Multiple</b>	Location/Site: <b>Multiple</b>	Project Name: <b>Multiple</b>	Date: <b>11/10/2025</b>
Sampling Technician/Company: <b>Jim Norton / Pace Analytical</b>	Meter ID: <b>21K103780</b>	Pre Sample Time: <b>7:20</b>	Post Sample Time: <b>14:00</b>
	pH: <b>7.47</b>	ICV: <b>6.03</b>	
	Turbidity: <b>21059D000071</b>	Temperature: <b>21K103780</b>	

Parameter	Calib. Std Lot #	Calib. Std Exp. Date	Calib. Std True Value	Pre Calib. Reading	Calibration Reading	Time	Qualifier Pass(P) Fail(F)	ICV	Time	Qualifier Pass(P) Fail(F)	CCV	Time	Qualifier Pass(P) Fail(F)
Dissolved Oxygen (mg/L)	N/A	N/A	N/A mg/L @	6.71	7.47	7:20	N/A			N/A	7.29	14:00	N/A
Temperature (°C)	N/A	N/A	N/A °C	30.60	30.60	7:20	N/A			N/A	32.40	14:00	N/A
% Dissolved Oxygen	N/A	N/A	N/A	89.7%	99.9%	7:20	P				100.5%	14:00	P
pH (Units)	401239	5/31/2026	7.00	7.09	7.00	7:24	P						
pH (Units)	401245	5/31/2026	4.01	3.99	4.01	7:25	P						
pH (Units)	401244	5/31/2026	10.00	9.90	10.00	7:26	P						
pH (Units)	401218	5/31/2026	6.00					6.03	7:26	P	6.05	14:02	P
Specific Conductance (umhos)	401242	11/30/2025	1413	1410	1413	7:22	P						
Specific Conductance (umhos)	401240	11/30/2025	100										
Specific Conductance (umhos)	401241	11/30/2025	10000					9807	7:30	P	9730	14:06	P
Specific Conductance (umhos)	401243	11/30/2025	50000										
Turbidity (NTU)	403759	2/19/2026	20	19.9	19.9	7:20	P						
Turbidity (NTU)	403756	2/19/2026	100	99.8	99.8	7:21	P						
Turbidity (NTU)	403754	2/19/2026	800	769.0	769.0	7:22	P						
Turbidity (NTU)	403753	2/29/2026	10					10.90	7:23	P	10.10	14:00	P
Other: ORP													
Other: Chlorine Meter													
Other: Chlorine Meter													

Data Qualifier Codes		Acceptance Criteria:	
<b>J5</b>	The data are questionable because of improper lab or field protocols (e.g. composite sample was collected instead of a grab sample)	DO	± 0.3 mg/L
<b>J6</b>	The field calib. Verification did not meet calib. Acceptance criteria.	Specific Conductance	± 5%
<b>E</b>	Indicates that extra samples were taken at composite stations.	pH	± 0.2 pH Units
<b>R</b>	Significant rain in the past 48 hours. (Significant rain involves rain in excess of 1/2 inch within the past 48 hrs) This code shall be used when the rainfall might contribute to a lower than normal value.	Temperature	± 0.2 C
<b>I</b>	Data deviate from historically established concentration ranges.	Turbidity	0.1-10 NTU: ± 10% 11-40 NTU: ± 8% 41-100 NTU: ± 6.5% >100: ± 5%
		Residual Chlorine:	± 10% of primary standard value-color comparator

**Note:** if a Calibration was completed on a previous day(s), that page # will be recorded in the measurement field as "P#"

Specific Conductance Probe Cleaned?	<b>NO</b>	Wkly pH Slope	
Dissolved Oxygen Membrane Changed?	<b>NO</b>		

Reviewed By: *Jim Norton* Date: 11/10/2025

Sebastian River  
Improvement District

**Financial Report For  
January 2026**

**SEBASTIAN RIVER IMPROVEMENT DISTRICT  
MONTHLY FINANCIAL REPORT  
JANUARY 2026**

	Annual Budget 10/1/25 - 9/30/26	Actual Jan-26	Year To Date Actual 10/1/25 - 1/31/26
<b>REVENUES</b>			
NAV Assessments	307,394	4,190	284,121
R-O-W Use Fees	25,515	0	0
Permit Fees	5,000	0	0
Other Revenue	0	0	0
Interest Income	9,000	0	13,831
<b>Total Revenues</b>	<b>\$ 346,909</b>	<b>\$ 4,190</b>	<b>\$ 297,952</b>
<b>EXPENDITURES</b>			
Legal	25,000	0	1,917
District Administrative	30,000	2,500	10,000
Operations Manager	21,000	1,750	7,000
Operations Manager - Payroll Taxes	1,607	134	536
Engineering - General	80,000	0	13,034
Engineering - Permit	5,000	0	0
Engineering - Other	10,000	0	0
Accounting/Audit	5,500	0	0
Insurance	14,000	0	10,773
Website Management	2,000	167	667
Dues & Subscriptions	3,000	0	175
Legal Advertisements	1,400	0	171
Miscellaneous	3,896	454	1,481
Water Quality Analytical Service	5,000	0	620
R-O-W Maintenance (Includes Canal Maintenance & Bank Mowing)	130,000	0	0
Miscellaneous Maintenance	2,500	0	0
<b>Total Expenditures</b>	<b>\$ 339,903</b>	<b>\$ 5,005</b>	<b>\$ 46,374</b>
<b>Revenues Less Expenditures</b>	<b>\$ 7,006</b>	<b>\$ (815)</b>	<b>\$ 251,578</b>
County Appraiser & Tax Collector Fee	(6,169)	0	(2,350)
Discounts For Early Payments	(12,337)	(101)	(11,214)
<b>Excess/ (Shortfall)</b>	<b>\$ (11,500)</b>	<b>\$ (916)</b>	<b>\$ 238,014</b>
Carryover From Prior Year	11,500	0	0
<b>Net Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ (916)</b>	<b>\$ 238,014</b>

<b>Bank Balance As Of 1/31/26</b>	<b>\$ 2,019,646.63</b>
<b>Accounts Payable As Of 1/31/26</b>	<b>\$ 7,757.54</b>
<b>Other Current Liabilities As Of 1/31/26</b>	<b>\$ 78,543.22</b>
<b>Accounts Receivable As Of 1/31/26</b>	<b>\$ 28,280.00</b>
<b>Available Funds As Of 1/31/26</b>	<b>\$ 1,961,625.87</b>

**SEBASTIAN RIVER IMPROVEMENT DISTRICT  
TAX COLLECTIONS 2025-2026**

#	ID#	PAYMENT FROM	DATE	FOR	Tax Collect Receipts	Interest Received	Commissions Paid	Discount	Net From Tax Collector	O & M Assessment Income (Before Discounts & Fee)	O & M Assessment Income (After Discounts & Fee)
									<b>\$289,403.00</b>	<b>\$289,403.00</b>	<b>\$307,394.00</b>
									<b>\$289,403.00</b>	<b>\$289,403.00</b>	<b>\$307,394.00</b>
1		Paid to Indian River County Property Appraiser	10/01/25	Fees			\$ (850.00)		\$ (850.00)	\$	\$ (850.00)
2	1	Indian River County Tax Collector	11/07/25	NAV Taxes	\$ 1,893.09		\$ (36.24)	\$ (81.27)	\$ 1,775.58	\$ 1,893.09	\$ 1,775.58
3	2	Indian River County Tax Collector	11/14/25	NAV Taxes	\$ 24,928.40		\$ (478.62)	\$ (997.19)	\$ 23,452.59	\$ 24,928.40	\$ 23,452.59
4	3	Indian River County Tax Collector	11/21/25	NAV Taxes	\$ 11,604.60		\$ (222.82)	\$ (464.23)	\$ 10,917.55	\$ 11,604.60	\$ 10,917.55
5	4	Indian River County Tax Collector	11/26/25	NAV Taxes	\$ 29,809.70		\$ (423.98)	\$ (1,192.45)	\$ 28,193.27	\$ 29,809.70	\$ 28,193.27
6	5	Indian River County Tax Collector	12/05/25	NAV Taxes	\$ 79,175.30		\$ (338.34)	\$ (3,167.15)	\$ 75,669.81	\$ 79,175.30	\$ 75,669.81
7	6	Indian River County Tax Collector	12/12/25	NAV Taxes	\$ 124,017.46		\$	\$ (4,959.01)	\$ 119,058.45	\$ 124,017.46	\$ 119,058.45
8	7	Indian River County Tax Collector	12/19/25	NAV Taxes	\$ 7,272.52		\$	\$ (214.78)	\$ 7,057.74	\$ 7,272.52	\$ 7,057.74
9	8	Indian River County Tax Collector	12/31/25	NAV Taxes	\$ 1,229.47		\$	\$ (36.87)	\$ 1,192.60	\$ 1,229.47	\$ 1,192.60
10	9	Indian River County Tax Collector	01/16/26	NAV Taxes	\$ 1,821.10		\$	\$ (54.64)	\$ 1,766.46	\$ 1,821.10	\$ 1,766.46
11	10	Indian River County Tax Collector	01/30/26	NAV Taxes	\$ 2,277.20		\$	\$ (46.30)	\$ 2,230.90	\$ 2,277.20	\$ 2,230.90
12	Int - 1	Indian River County Tax Collector	01/30/26	Interest		\$ 92.08			\$ 92.08	\$ 92.08	\$ 92.08
13									\$ -	\$ -	\$ -
14									\$ -	\$ -	\$ -
15									\$ -	\$ -	\$ -
16									\$ -	\$ -	\$ -
17									\$ -	\$ -	\$ -
18									\$ -	\$ -	\$ -
19									\$ -	\$ -	\$ -
20									\$ -	\$ -	\$ -
21									\$ -	\$ -	\$ -
22									\$ -	\$ -	\$ -
23									\$ -	\$ -	\$ -
24									\$ -	\$ -	\$ -
25									\$ -	\$ -	\$ -
26									\$ -	\$ -	\$ -
27									\$ -	\$ -	\$ -
28					\$ 284,028.84	\$ 92.08	\$ (2,350.00)	\$ (11,213.89)	\$ 270,557.03	\$ 284,120.92	\$ 270,557.03

Note: Top line are 2025/2026 budgeted assessments before discounts and fees.  
Bottom line are 2025/2026 budgeted assessments after discounts and fees.

\$ 284,028.84	
\$ 92.08	\$ 270,557.03
\$ (284,120.92)	\$ (270,557.03)
\$ -	\$ -

Tax Collections  
92.40%