

DEVELOPMENT AGREEMENT
FOR
INDIAN RIVER PRESERVE ESTATES CORP.

THIS DEVELOPMENT AGREEMENT (hereinafter the "Development Agreement") is made and entered into this ____ day of _____, 2020 (the "Effective Date") among INDIAN RIVER PRESERVE ESTATES CORP. ("Developer"), a Nevada corporation and Brevard County, Florida, a political subdivision in the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereafter referred to as "County").

RECITALS

WHEREAS, the County is specifically authorized pursuant to Section 163.3220, et seq., Florida Statutes known as the Florida Local Government Development Agreement Act and Section 62-605 of Brevard County Code of Ordinances to enter into this Binding Development Agreement with Developer; and

WHEREAS, Developer is the successor in interest of Walkabout Residential Company, LLC and Walkabout Property Owners Association, Inc. and is the legal owner of Walkabout Residential Company, LLC's and Walkabout Property Owners Association, Inc.'s rights and interest in the Indemnification Agreement set forth herein; and

WHEREAS, the development proposed by Developer is consistent with the comprehensive plan and land development regulations; and

WHEREAS, County is the legal owner of certain Real Property (hereinafter the "Property") known as Tract G as recorded in Plat Book 49, Page 27 and described as

“Exhibit B” in Official Records Book 2516, Page 1491, more particularly described in Exhibit “A” and shall deed Tract G to Developer; and

WHEREAS, the Parties acknowledge that the current dirt drive access to the County’s waste water treatment plant was realigned for safety purposes and a small portion of eastern part of the dirt drive falls outside of Tract G

WHEREAS, the Parties acknowledge that the recorded plats for Fitzroy Reef at Walkabout Residential Company, LLC as recorded in Plat Book 53, Page 32 and New South Wales and Lorikeet at Walkabout Residential Company, LLC as recorded in Plat Book 55, Page 18 grant an easement to County over the private right-of-way for ingress and egress; and

WHEREAS, the Parties acknowledge that part of the intent of this Agreement is to provide the County continuous paved access to the waste water treatment plant from State Road 46; and

WHEREAS, paved access to the waste water treatment plant is intended to generally follow the current alignment of the current dirt access drive from Indian River Drive to the waste water treatment plant; and

WHEREAS, the County has determined this agreement is applicable with the applicable laws and regulations and has determined this agreement is fair, in the economic interest of its citizens, and of mutual benefit to both the County and Developer; and,

WHEREAS, portions of Tract G, upon being deeded to Developer, shall become a private paved roadway to be maintained by Developer, its successor or homeowners’ associations so designated in plats or articles of incorporation/by-laws; and

WHEREAS, Developer, in return for the County deeding Tract G, shall at the Developer's sole expense cause the unpaved remainder of Tract G west of Indian River Drive to be constructed as a paved private roadway to also provide access to the County's waste water treatment plant; and

WHEREAS, County agrees to terminate the Indemnification Agreement as recorded in Official Records Book 5633, Page 8587 as set forth in Exhibit "B" attached; and

WHEREAS, Developer in return for the County deeding Tract G to it shall grant County two perpetual easements for ingress and egress, and operation, installation and maintenance of County owned utilities (water, sewer, raw water, re-use) and emergency vehicles, the legal descriptions of which are set forth in Exhibits "C" and "D", as well as by Plat of The Lakes of Indian River Preserve (PODS 12 and 13) ("Final Plat").

NOW THEREFORE, the parties desiring to be legally bound hereby agree as follows:

1. **RECITALS**. The foregoing Recitals are true and correct and are hereby incorporated herein by reference. All Exhibits to this Agreement are hereby deemed a part hereof and incorporated herein by reference.

2. **REQUIREMENTS**. The development uses permitted on the land, description of public facilities that will service the development, description of any reservation or dedication of land for public purposes, description of all local development permits approved or needed to be approved for the development of the land, and description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or

welfare of its citizens shall remain the same as found in the Preliminary Development Plan for the Indian River Preserve Planned Unit Development and as may be amended from time to time, found in 14PZ00116 and 16PZ00015.

3. **CONVEYANCE OF TRACT G.** Upon the signing of the Development Agreement (“Agreement”) by both parties, approval of the Final Plat, approval of a resolution by the Board of County Commissioners to deed the entire Tract G to Developer, and recording the Agreement and Final Plat in the Public Records of Brevard County, County shall deed Tract G to Developer via a statutory county deed, and Developer shall in return grant County two perpetual easements for ingress and egress, and operation, installation and maintenance of County owned utilities (water, sewer, raw water, re-use) and emergency vehicles over the lands in Exhibits “C” and “D”.

(a) The perpetual easement for ingress and egress, and operation, installation and maintenance of County owned utilities (water, sewer, raw water, re-use) and emergency vehicles shall be in substantially the same form as Exhibit “F”, over the lands in Exhibit “C” and “D” (“hereinafter “Access and Utility Easement Area”) in order that the County shall have paved vehicle access from Indian River Drive to the entrance of the County’s waste water plant as well as an easement over all existing utility installations owned by County.

(b) In order to provide said access Developer shall include in the easement any real property in Tract G as well as any real property owned by Developer abutting Tract G that is needed to ensure the County has the right of continuous access

to the entrance of the waste water treatment plant from State Road 46. Said additional property shall be included in Exhibit "D" and titled "Additional Property abutting Tract G".

(c) All easements shall be recorded in the Public Records of Brevard County.

4. **INDEMNIFICATION AGREEMENT.** Developer individually and as successor to Walkabout Residential Company, LLC's and Walkabout Property Owners Association, Inc.'s interest in the Indemnification Agreement along with County agree that the Indemnification Agreement as recorded in Official Records Book 5633, Page 8587 of the Public Records is hereby deemed terminated, and no longer valid or of any affect. The parties agree that the termination of said Indemnification Agreement as set forth in Exhibit "E", attached, shall be recorded in the Public Records of Brevard County.

5. Developer in return for County's deeding over Tract G and terminating the Indemnification Agreement set forth above agrees as follows:

(a) Portions of Tract G shall become a paved private roadway which shall be maintained in perpetuity by Developer, its successors or homeowner's association whose articles, by-laws, or recorded plats dictate the association being responsible for maintaining Tract G.

(b) Developer shall immediately upon the effective date of this Developers Agreement cause any homeowner association articles or by-laws presently in effect to be amended to include the responsibility of maintenance of Tract G and the Access Easement Area as a paved road in perpetuity as required.

(c) Developer shall cause the Access and Utility Easement Area to be paved up to the entrance of the waste water treatment plant, within the easement

shown in Exhibit "D", within 24 months of the effective date of this Development Agreement. Within five business days of the Effective Date of this Development Agreement, Developer shall provide a surety construction bond and bond contract on the form attached as Exhibit "G" to the County guaranteeing construction of the paved access drive contemplated by this section in substantial conformance with the road profile plan and cost estimate attached hereto as Exhibit "H". Developer shall provide final and complete construction plans for the construction of the access drive within the Access Easement Area as required by the County within 12 months of the effective date of this Development Agreement. Developer shall be required to obtain all permits and approvals required by the County or any other agency with permitting authority. Developer shall bear all expenses for permitting and construction cost of the paved access, and shall follow regulations related to such application, review, and construction. Developer shall ensure that the paved access is constructed in compliance with applicable County code and in a manner sufficient to accommodate the type of vehicle traffic required to operate the waste water treatment plant.

(d) Prior to construction of the paved access, Developer shall be responsible to maintain the current dirt access road from Indian River Parkway to the entrance of the waste water treatment plant in a manner that keeps the dirt access drive free of ponding and allows continuous safe access to personal vehicles as well as heavy vehicles and machinery required to operate the waste water treatment plant. Developer shall ensure continued access by County to the waste water treatment plant during construction of the paved access.

6. **PLAT OF PODS 12 AND 13.** Developer shall create a plat for PODS 12 and 13 ("Plat") which includes the proposed development of the project known as The Lakes at Indian River Preserve Estates. The approval and recording of the Final Plat by the County is a required condition for this Development Agreement to be approved.

7. **PROPERTY SUBJECT TO THIS AGREEMENT.** County represents and warrants that it is the fee simple owner of Tract G described in Exhibit "A" as a result of a previous condemnation action and has the lawful authority to enter into this Agreement. The property subject to this Agreement is Tract G as described in Exhibit "A".

8. **DURATION OF AGREEMENT.** The term of this Development Agreement shall be five (5) years beginning on the Effective Date with the right of Developer or its successors to request further extensions which shall require County approval.

9. **NOTICES.** All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

If to Developer:	Indian River Preserve Estates Corp. Attn: Michael Frahm 1062 Coral Ridge Drive Coral Springs, FL 33071 Telephone: 954-822-3878 Email: mfrahm@olenproperties.com
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With a copy to: GrayRobinson, P.A.
Attn: Philip F. Nohrr, Esq.
P.O. Box 1870
Melbourne, FL 32902-1870
Telephone: 321-727-8100
Facsimile: 321-984-1156
Email: philip.nohrr@gray-robinson.com

If to County: The Board of County Commissioners
of Brevard County, Florida
Attn: Frank Abbate, County Manager
2725 Judge Fran Jamieson Way
Viera, FL 32940
Telephone: 321-633-2000
Facsimile: 321-633-2115
Email: frank.abbate@brevardfl.gov

With Copy to: Brevard County, Assistant County Manager
Attn: John Denninghoff
2725 Judge Fran Jamieson Way
Viera, FL 32940
Telephone: 321 617-7202
Facsimile: 321-633-2115
Email: John.Denninghoff@brevardfl.gov

10. **MISCELLANEOUS.** The execution of this Agreement has been duly authorized by the appropriate body of each of the parties hereto. Each party has complied with all the applicable requirements of law, and has full power and authority to comply with the terms and conditions of this Agreement. The venue of any litigation arising out of this Agreement shall be Brevard County, Florida. Any trial shall be non-jury. The exhibits attached hereto and incorporated by reference herein are by such attachment and incorporation made a part of this Agreement for all purposes. The fact that one of the parties to this Agreement may be deemed to have drafted or structured the provisions of this Agreement, whether in whole or in part, shall not be considered in construing or interpreting any particular provision hereof, whether in favor of or against such party. The terms and conditions of this Agreement shall bind and inure to the

benefit of the parties hereto and their respective successors and assigns. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no right or cause of action shall accrue upon or result by reason hereof or for the benefit of any third party not a formal party hereto. Nothing in this Agreement whether express or implied, is intended or shall be construed to confer upon any person other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions hereof. This Agreement may not be changed amended, or modified in any respect whatsoever, nor may any covenant, condition, agreement, requirement, provision, or obligation contained herein be waived, except in writing signed by any of the parties hereto.

11. **NON-WAIVER OF REGULATORY AUTHORITY**. No provision in this Agreement shall be construed as a waiver of or contract with respect to the County's regulatory and permitting authority as it now or hereafter exists under applicable laws, rules, and regulations. The failure of this Development Agreement to address a particular permit, condition, term, or restriction shall not relieve Developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction

12. **INDEMNIFICATION**. Developer agrees that it will indemnify and save harmless the County from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the Developer's use, occupation, management or control of the Access Easement Area, Tract G, or any improvement placed thereon by Developer, or any equipment or fixtures used by Developer in connection with the Access Easement Area or Tract G.

Developer agrees that it will, at their own expense, defend any and all actions, suits or proceedings which may be brought against the County in connection with any negligent, reckless, or intentional wrongful act or omission of the Developer and persons employed or utilized by the Developer as it relates to the Access Easement Area or Tract G, and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in any such action or proceedings. The parties acknowledge specific consideration has been exchanged for the provision. Nothing herein is intended to be or shall be construed as a waiver of the County's sovereign immunity beyond statutory provisions.

13. **RECORDING AND EFFECTIVE DATE.** This Agreement shall be recorded in the Public Records of Brevard County, Florida, at the expense of Developer within fourteen (14) days of approval by the parties. This Agreement shall become effective upon being recorded in the Public Records of Brevard County, Florida

14. **BREACH/DEFAULT.** Failure by either Party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies are available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief. Prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a forty-five (45) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action. Failure by Developer to complete the terms of

this Agreement may result in County withholding permits and approvals necessary to plat and construct Pods 8 and 11.

15. **SPECIFIC PERFORMANCE**. Strict compliance shall be required with each and every provision of this Agreement. The Parties agree that failure of the Developer to perform the obligations provided by this Agreement shall result in irreparable damage to the County and that specific performance of these obligations may be obtained by the County through a suit in equity.

16. **ATTORNEYS' FEES**. Should any litigation arise between the parties, each party shall bear its own attorneys' fees and costs. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or operation of law.

17. **CAPTIONS**. Headings of a particular paragraph of this Agreement are inserted only for convenience and are in no way to be construed as part of the Agreement or as a limitation of the scope of the paragraphs to which they refer.

18. **SEVERABILITY**. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. If any party's joinder in or execution of this Agreement is deemed invalid for any particular purpose, the sections for which the joinder or execution is valid shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and their corporate seals affixed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

INDIAN RIVER PRESERVE ESTATES CORP.,
a Nevada corporation

Witness 1

Print Name of Witness 1

Witness 2

Print Name of Witness 2

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020 by _____, _____ of INDIAN RIVER PRESERVE ESTATES CORP., a Nevada corporation registered to do business in the State of Florida. He is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA, a
political subdivision of the State of Florida

Scott Ellis, Clerk
(SEAL)

Bryan Lober, Chair
As approved by the Board on _____

Reviewed for legal form and content: _____ (Asst. County Attorney)

LIST OF EXHIBITS

- A. Tract G
- B. Indemnification Agreement
- C. Access and Utility Easement Sketch and Legal Description
- D. Access and Utility Easement Sketch and Legal Description
- E. Termination of Indemnification
- F. Access and Utility Ingress/Egress Easement Form
- G. Bond Contract and Surety Bond
- H. Cost Estimate and Road Profile Plan

LEGAL DESCRIPTION

PARCEL 803

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT ALL SHEETS 1 - 2

THIS IS NOT A SURVEY

PARENT PARCEL ID#: NOT ASSIGNED

PURPOSE: QUIT CLAIM - TRANSFER OWNERSHIP

LEGAL DESCRIPTION:

PARCEL 803, UTILITY & ACCESS EASEMENT (BY SURVEYOR)

ALL OF TRACT G, WALKABOUT P.U.D., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 49, PAGES 27 THROUGH 43 AND ALL OF TRACT G, NEW SOUTH WALES AND LORRIKEET AT WALKABOUT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 55, PAGES 18 THROUGH 25; INCLUSIVE OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

SAID TRACT G BEING THE SAME PARCEL OF LAND DESCRIBED IN EXHIBIT B AS RECORDED IN OFFICIAL RECORDS BOOK 2516, PAGE 1491, SAID PUBLIC RECORDS OF BREVARD COUNTY AND LYING IN SECTION 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST OF SAID BREVARD COUNTY, FLORIDA.

CONTAINING 7.92 ACRES OF LAND MORE OR LESS

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N25°24'56"E	109.03'
L2	N72°36'50"E	373.79'
L3	S11°12'46"E	154.49'
L4	S05°35'50"W	424.67'
L5	S66°28'54"E	867.28'
L6	S00°57'18"E	72.51'
L7	S88°47'52"W	40.00'
L8	N00°57'18"W	2.99'
L9	N66°28'54"W	859.75'
L10	N05°35'50"E	424.67'
L11	S72°36'50"W	447.87'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	309.30'	96°10'24"	S59°17'58"E	460.33'	519.17'
C2	1418.47'	17°33'54"	S19°59'43"E	433.16'	434.86'
C3	768.48'	34°22'30"	S11°35'25"E	454.17'	461.05'
C4	835.43'	72°04'44"	S30°26'32"E	983.04'	1050.98'
C5	915.43'	72°04'44"	N30°26'32"W	1077.17'	1151.62'
C6	688.48'	34°22'30"	N11°35'25"W	406.89'	413.06'
C7	1498.47'	17°33'54"	N19°59'43"W	457.58'	459.38'
C8	229.30'	96°10'24"	N59°17'58"W	341.27'	384.89'

SURVEYORS NOTES:

- THIS SKETCH IS NOT A SURVEY, ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREON.
- BEARINGS BASED ON THE ASSUMPTION THAT THE NORTH LINE OF TRACT G BEARS S66°28'54"E PER NEW SOUTH WALES AND LORRIKEET AT WALKABOUT, PLAT BOOK 55 PAGES 18-25.

PREPARED FOR AND CERTIFIED TO:
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY:
INDIAN RIVER SURVEY, INC.
PROFESSIONAL SURVEYING AND MAPPING

PROFESSIONAL SURVEYOR AND MAPPER
STEVE CARTECHINE FLORIDA CERTIFICATE NO. 4895
CERTIFICATE OF AUTHORIZATION #LB 7545
NOT VALID UNLESS SIGNED AND SEALED

PROJECT NO. IRS-17-190

REVISIONS

DRAWN BY: T.B.
DATE: FEBRUARY 26, 2020

CHECKED BY: S.C.
SHEET: 1 OF 2

SECTION: 12
TOWNSHIP: 21 SOUTH
RANGE: 34 EAST

INDEMNIFICATION, MAINTENANCE AND CONSTRUCTION AGREEMENT
IN REGARDS TO TRACT 'G' OF NEW SOUTH WALES AND LORRIKEET AT WALKABOUT
PLAT

THIS AGREEMENT is made and entered into this 11th day of April, 2006, by and between Walkabout Residential Company, L.L.C., a Florida limited liability company (hereafter "Developer or Walkabout"), and Walkabout Property Owners Association, Inc., a Florida not for profit corporation (hereafter "WPOA"), both of whose mailing address is 2500 Quantum Lakes Drive, Suite 101, Boynton Beach, Florida 33426 (collectively "Indemnitors") and the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, whose mailing address is Government Center, 2725 Judge Fran Jamieson Way, Building A, Viera, Florida 32940 (hereinafter "County").

WITNESSETH:

WHEREAS, Walkabout is the owner of certain properties located in Brevard County, Florida, under development as a golf course residential community described in Exhibit "A" attached, and herein after referred to as the Property; and

WHEREAS, Walkabout is constructing roadways and infrastructure on the Property and will record a Plat of the Property to be known as New South Wales and Lorrikeet at Walkabout (hereafter the "Plat"), and

WHEREAS, the County owns a Tract of land within the boundary of the Property as described in Exhibit "B" attached (hereafter "Tract G") and used as access to the County's Regional Wastewater Treatment Plant adjacent to the Walkabout Property, and

WHEREAS, the County and Developer are parties to a prior Water Supply and Wellfield Agreement giving Developer the right to include Tract G into the Transportation Plan for the Property, and

1

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 8 #Names: 2
 Trust: 4.50 Rec: 65.00 Serv: 0.00
 Bond: 0.00 Excise: 0.00
 Mta: 0.00 nt Tax: 0.00

01027-1

CFN 2006116313 04-20-2006 10:45 am
 OR Book/Page: 5633 / 8587

EXHIBIT B 2 OF 8

WHEREAS, as a condition of the County allowing portions of Tract G to be used as part of the internal road system of the Property, the Developer and the WPOA are required to construct the road, to accept all responsibility for the maintenance of all portions of Tract G used for the Property road system, and to indemnify the County against all claims for loss or damage arising out of the use and maintenance of all portions of Tract G used for the Property road system.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Indemnitors hereby agree as follows:

- 1) USE OF TRACT G. County grants the Developer and the WPOA the right to use Tract G for road purpose as set out and shown on the New South Wales and Lorrieket at Walkabout Plat to be recorded or already recorded in the Public Records of Brevard County, Florida, and to construct a road thereon and, except as otherwise provided in this Agreement, Developer and WPOA agree to accept responsibility in perpetuity for the maintenance of all portions of Tract G used for the Property road system. X
- 2) INDEMNIFICATION. The Indemnitors agrees that they will indemnify and hold harmless Brevard County, Florida, its Board of Commissioners, employees, and agents (hereafter "Indemnitees") to the extent permitted by law, from any and all liability, claims, damages, expenses, proceedings, and causes of action of any kind and/or nature and shall defend Indemnitees in any and all actions, writs or proceedings, including appeals, which are brought against the ^{Indemnitors Ac.} ~~Indemnitees~~ arising out of or as a result of wrongful or negligent acts or omissions of Indemnitees in the maintenance of all portions of Tract G where Tract G is used for the Property road system as shown on the Plat, and will satisfy, pay and discharge any and all judgments that may be entered against the Indemnitees in any such actions X

GAL

EXHIBIT B 3 OF 8

or proceedings, subject to the limitations of Florida Statute 768.28, but shall not be required to indemnify Indemnites for the Indemnitee's own wrongful or negligent acts or omissions.

- 3) PARTIAL TERMINATION. The Developer shall be released from all obligations, responsibilities, and liability for the maintenance of the road use of Tract G as set out in Paragraph 1 above and for indemnification as set out in Paragraph 2 above upon the recording of a valid deed transferring to the WPOA all of Developer's right, title and ownership of all portions of Tract AW and Tract KB, as shown on the Plat. At such time this Agreement shall automatically terminate as to Developer without any further actions, writings or recordings by the parties hereto.
- 4) NOTICE. All notices, requests, consents and other communications hereunder shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or hand delivered, to the parties at the addresses set forth below, unless written notice of a change of address has been given to the other parties:

- a. For the County: County Administrator
2725 Judge Fran Jamieson Way, A-213
Viera, Florida 32940
- b. For Walkabout Property Owners Association, Inc: Association President
2500 Quantum Lakes Drive, Suite 101
Boynton Beach, Florida 33426.
- c. For Developer: Robert S. Fike
c/o Olen Residential Reality Corporation
1062 Coral Ridge Drive
Coral Springs, FL 33071

and

Douglas B. MacDonald

c/o Quantum Limited Partners, Ltd.

2500 Quantum Lakes Drive, Suite 100101-90

Boynton Beach, Florida 33426.

X

5) AMENDMENT. Amendments to and/or modifications of the provisions contained in this Agreement may be made only by an instrument in writing executed by each of the parties subject to this Agreement at the time of making such amendment or modification.

IN WITNESS WHEREOF, the parties have set their hands and seal the date first above written.

BOARD OF COUNTY COMMISSIONERS

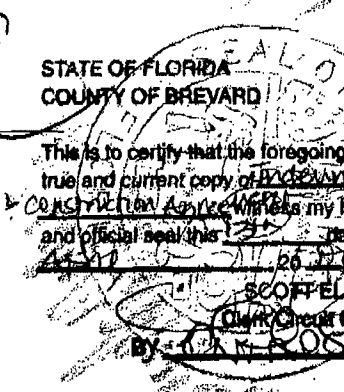
OF BREVARD COUNTY, FLORIDA

Attest:

[Signature of Scott Ellis]

Scott Ellis, Clerk

STATE OF FLORIDA
COUNTY OF BREVARD



By: *[Signature of Helen Voltz]*

Helen Voltz, Chair

This is to certify that the foregoing is a true and correct copy of the communication as presented to me and I have read it and official seal this 11th day of April 2006.

Approved by the Board on April 11,

SCOTT ELLIS

Clerk/Clerk Court

By: *[Signature]* D.C.

Reviewed for legal form and content:

(Assistant) County Attorney

Signed, sealed and delivered in our presence as witnesses:

WALKABOUT RESIDENTIAL COMPANY,

L.L.C., a Florida Limited Liability Company

as Witnesses to Mr. Douglas B. MacDonald:

Signature: *[Signature]*

Printed Name: Empres. A. Berlicia

Signature: *[Signature]*

Printed Name: DOUGLAS B. MACDONALD

Signature: *[Signature]*

Printed Name: ALLEN T. SLAMAN

Title: as Member of Management Committee

-AND-

[Handwritten initials]

as Witnesses to Mr. Igor Olenicoff:

Signature: [Signature]
Printed Name: Robert S. Fike

Signature: [Signature]
Printed Name: Sheila Rendon

Signature: [Signature]
Printed Name: IGOR OLENICOFF
Title: as Member of Management Committee

Signed, sealed and delivered
in our presence as witnesses:

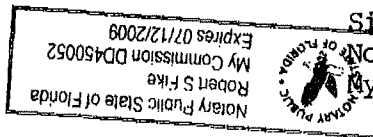
WALKABOUT PROPRERTY OWNERS
ASSOCIATION, INC., a Florida not for profit
corporation

as Witnesses to Mr. Douglas B. MacDonald:
Signature: [Signature]
Printed Name: Eugene A. Gullian
Signature: [Signature]
Printed Name: ALLEN I. SLAOMAN

Signature: [Signature]
Printed Name: DOUGLAS B. MACDONALD
Title: President

STATE OF FLORIDA
COUNTY OF PALM BEACH

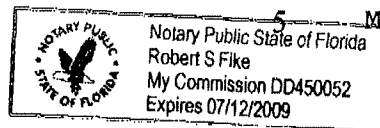
I hereby certify that the foregoing instrument was acknowledged before me this 21 day of March, 2006, by Douglas B. MacDonald as Member of Management Committee of Walkabout Residential, L.L.C., a Florida limited liability company on behalf of the company and as President of Walkabout Property Owners Association, Inc. He is personally known to me or has produced _____ as identification and did (did not) take and oath.



Sign: [Signature]
Notary Public
My commission expires: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

I hereby certify that the foregoing instrument was acknowledged before me this 21 day of March, 2006, by Igor Olenicoff as Member of Management Committee of Walkabout Residential, L.L.C., a Florida limited liability company on behalf of the company. He is personally known to me or has produced _____ as identification and did (did not) take an oath.



Sign: [Signature]
Notary Public
My commission expires: _____

[Handwritten initials]

EXHIBIT B 6 OF 8

EXHIBIT "A"

A PARCEL OF LAND LYING IN SECTIONS 12 AND 13, TOWNSHIP 21 SOUTH, RANGE 34 EAST, BREVARD COUNTY, FLORIDA, SAID LAND BEING A REPLAT OF A PORTION OF TRACTS A, F, G, AND J AS SHOWN ON WALKABOUT P.U.D., AS RECORDED IN PLAT BOOK 49, PAGE 27 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA:

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" IRON PIPE, SAID PIPE ALSO BEING THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST; THENCE SOUTH 88°30'40" WEST, ALONG THE SOUTH LINE OF SECTION 12, A DISTANCE OF 1,322.67 FEET TO THE POINT OF BEGINNING, SAID POINT BEING WITNESSED BY A FOUND 4" X 4" CONCRETE MONUMENT WITH A PK NAIL AND DISK, SAID MONUMENT BEING A 10' NORTH OFFSET; THE FOLLOWING 23 COURSES ARE ALONG THE NORTHERN BOUNDARY OF THE "FITZROY REEF AT WALKABOUT" PLAT AS RECORDED IN PLAT BOOK 53 PAGE 32, BREVARD COUNTY, FLORIDA; THENCE SOUTH 00°55'29" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 88°30'40" WEST, A DISTANCE OF 50.57 FEET; THENCE SOUTH 00°15'05" WEST, A DISTANCE OF 54.17 FEET; THENCE SOUTH 12°48'06" EAST, A DISTANCE OF 66.94 FEET; THENCE SOUTH 12°43'50" EAST, A DISTANCE OF 56.05 FEET; THENCE SOUTH 14°23'57" EAST, A DISTANCE OF 80.71 FEET; THENCE SOUTH 13°32'49" EAST, A DISTANCE OF 12.41 FEET; THENCE SOUTH 15°08'34" EAST, A DISTANCE OF 300.00 FEET; THENCE SOUTH 74°51'26" WEST, A DISTANCE OF 62.07 FEET; THENCE SOUTH 15°08'34" EAST, A DISTANCE OF 33.39 FEET; THENCE SOUTH 52°23'45" EAST, A DISTANCE OF 63.58 FEET; THENCE NORTH 74°51'26" EAST, A DISTANCE OF 12.56 FEET; THENCE SOUTH 52°23'45" EAST, A DISTANCE OF 18.21 FEET; THENCE SOUTH 15°08'34" EAST, A DISTANCE OF 306.74 FEET; THENCE SOUTH 74°51'26" WEST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 77°57'00" WEST, A DISTANCE OF 198.59 FEET; THENCE NORTH 12°34'14" WEST, A DISTANCE OF 113.60 FEET; THENCE SOUTH 77°25'46" WEST, A DISTANCE OF 125.00 FEET; THENCE NORTH 12°34'14" WEST, A DISTANCE OF 39.82 FEET; THENCE SOUTH 77°25'46" WEST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 12°34'14" EAST, A DISTANCE OF 333.70 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 825.00 FEET AND A CENTRAL ANGLE OF 04°36'33"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 66.37 FEET; THENCE SOUTH 77°25'46" WEST, A DISTANCE OF 52.87 FEET, DEPARTING SAID BOUNDARY OF FITZROY REEF AT WALKABOUT; THENCE NORTH 19°56'50" WEST, ALONG THE EASTERN RIGHT OF WAY OF INTERSTATE 95, A DISTANCE OF 1,434.95 FEET, DEPARTING SAID RIGHT OF WAY; THENCE NORTH 88°30'40" EAST, A DISTANCE OF 387.94 FEET; THENCE NORTH 07°20'27" WEST, A DISTANCE OF 134.32 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 82°39'40" EAST, A RADIAL DISTANCE OF 480.00 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 05°26'24", A DISTANCE OF 45.57 FEET; THENCE SOUTH 88°06'03" WEST, A DISTANCE OF 150.19 FEET; THENCE NORTH 01°53'57" WEST, A DISTANCE OF 64.30 FEET; THENCE NORTH 52°16'08" EAST, A DISTANCE OF 89.61 FEET; THENCE NORTH 05°00'33" EAST, A DISTANCE OF 193.80 FEET; THENCE NORTH 54°29'57" WEST, A DISTANCE OF 116.04 FEET; THENCE NORTH 21°30'41" WEST, A DISTANCE OF 117.39 FEET; THENCE NORTH 23°29'19" EAST, A DISTANCE OF 102.56 FEET; THENCE NORTH 21°30'41" WEST, A DISTANCE OF 167.37 FEET; THENCE SOUTH 76°24'48" WEST, A DISTANCE OF 17.34 FEET; THENCE SOUTH 47°16'59" WEST, A DISTANCE OF 99.87 FEET; THENCE NORTH 58°25'22" WEST, A DISTANCE OF 110.52 FEET; THENCE NORTH 54°33'50" WEST, A DISTANCE OF 97.64 FEET; THENCE NORTH 44°37'42" WEST, A DISTANCE OF 54.62 FEET; THENCE NORTH 11°53'16" WEST, A DISTANCE OF 56.91 FEET; THENCE NORTH 14°20'28" EAST, A DISTANCE OF 72.14 FEET; THENCE NORTH 32°50'01" EAST, A DISTANCE OF 98.79 FEET; THENCE NORTH 03°27'21" WEST, A DISTANCE OF 77.57 FEET; THENCE NORTH 20°32'03" WEST, A DISTANCE OF 12.72 FEET; THENCE NORTH 88°53'32" EAST, A DISTANCE OF 26.51 FEET; THENCE NORTH 20°23'49" WEST, A DISTANCE OF 171.89 FEET; THENCE NORTH 37°15'48" WEST, A DISTANCE OF 64.94 FEET; THENCE NORTH 87°52'16" EAST, A DISTANCE OF 510.85 FEET; THENCE NORTH 18°14'05" EAST, A DISTANCE OF 1,434.22 FEET; THENCE SOUTH 55°34'35" EAST, A DISTANCE OF 18.88 FEET; THENCE SOUTH 05°35'50" WEST, A DISTANCE OF 264.30 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 915.43 FEET AND A CENTRAL ANGLE OF 25°30'23"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 407.52 FEET;

EXHIBIT B 7 OF 8

THENCE NORTH 70°05'27" EAST, A DISTANCE OF 80.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 70°05'27" EAST, A RADIAL DISTANCE OF 835.43 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 46°34'21", A DISTANCE OF 679.07 FEET; THENCE SOUTH 66°28'54" EAST, A DISTANCE OF 867.28 FEET; THE FOLLOWING 7 COURSES ARE ALONG THE EASTERN BOUNDARY OF THE WALKABOUT P.U.D. AS RECORDED IN PLAT BOOK 49, PAGE 27, BREVARD COUNTY, FLORIDA; THENCE SOUTH 00°57'18" EAST, A DISTANCE OF 72.51 FEET; THENCE SOUTH 88°47'52" WEST, A DISTANCE OF 872.00 FEET; THENCE SOUTH 00°55'29" EAST, A DISTANCE OF 212.50 FEET; THENCE NORTH 88°47'52" EAST, A DISTANCE OF 408.00 FEET; THENCE SOUTH 00°55'29" EAST, A DISTANCE OF 417.47 FEET; THENCE SOUTH 88°30'40" WEST, A DISTANCE OF 860.04 FEET; THENCE SOUTH 00°55'29" EAST, A DISTANCE OF 689.86 FEET TO THE POINT OF BEGINNING.

LESS:

ANY LAND DESCRIBED IN THAT CERTAIN INSTRUMENT RECORDED AT OFFICIAL RECORDS BOOK 2516, PAGE 1491 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA THAT LIES WITHIN THE ABOVE DESCRIBED PROPERTY.

GA.

EXHIBIT B 8 OF 8

EXHIBIT B

A parcel of land located in Section 12, Township 21 South, Range 34 East, Brevard County, Florida, being 80.00 feet in width and measured 40.00 feet by perpendicular measurement on each side of the following described centerline. Begin at the intersection of the East line of said Section 12 and the North line of Spruce Hills Estates as recorded in Plat Book 13, Page 29, Public Records of Brevard County, Florida, thence North $0^{\circ}33'22''$ West along the East line of said Section 12, 28.56 feet; thence North $66^{\circ}04'58''$ West; 885.49 feet to the P.C. of a curve to the right, concave northeasterly, and having a radius of 875.43 feet; thence along the arc of said curve through a central angle of $72^{\circ}04'44''$, a distance of 1101.31 feet to the P.T.; thence North $5^{\circ}59'46''$ East, 424.67 feet to the P.C. of a curve to the left concave southwesterly and having a radius of 728.48 feet; thence along the arc of said curve through a central angle of $34^{\circ}22'30''$, a distance of 437.06 feet to the P.R.C. of a curve to the right concave northeasterly and having a radius of 1458.47 feet; thence along the arc of said curve through a central angle of $17^{\circ}33'54''$, a distance of 447.012 feet to the P.T.; thence north $10^{\circ}48'50''$ west, 354.049 feet to the P.C. of a curve to the left concave southwesterly having a radius of 269.30 feet; thence along the arc of said curve through a central angle of $96^{\circ}10'24''$ a distance of 452.03 feet to the P.T.; thence south $73^{\circ}0'45''$ west, 416.52 feet to the intersection of the easterly boundary line of the proposed wastewater treatment facility and determination of said centerline description excepting there from that portion lying east of the east line of Section 12, Township 21 south, Range 34 east.

Containing 7.92 acres more or less.

LEGAL DESCRIPTION
PARCEL 801

PARENT PARCEL ID#: 21-34-12-UR-*--KB and
 PURPOSE: UTILITY & ACCESS EASEMENT

EXHIBIT "C"

SHEET 1 OF 2

NOT VALID WITHOUT ALL SHEETS 1 - 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

PARCEL 801, UTILITY & ACCESS EASEMENT (BY SURVEYOR)

A PORTION OF TRACT G, NEW SOUTH WALES AND LORRIKEET AT WALKABOUT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 18 THROUGH 25, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SAID LANDS LYING IN SECTION 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST OF SAID BREVARD COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT KB, SAID NEW SOUTH WALES AND LORRIKEET AT WALKABOUT; THENCE S82°45'14"E, A DISTANCE OF 169.35 FEET; TO THE OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 682.00 FEET, A CENTRAL ANGLE OF 16°16'20"; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 193.69 FEET TO THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; SAID POINT ALSO BEING A POINT ON THE SOUTH LINE OF SAID TRACT G; THENCE S66°28'54"E, A DISTANCE OF 859.74 FEET, THENCE S00°57'18"E, A DISTANCE OF 2.99 FEET TO A POINT ON THE SOUTH LINE OF SAID NEW SOUTH WALES AND LORRIKEET AT WALKABOUT; THENCE ALONG SAID SOUTH LINE N88°47'52"E, A DISTANCE OF 40.00 FEET TO THE EAST LINE OF SAID SECTION 12; THENCE N00°57'18" W ALONG SAID EAST LINE A DISTANCE OF 72.51 FEET TO THE NORTH LINE OF SAID TRACT G; THENCE LEAVING SAID EAST LINE N66°28'54"W ALONG THE SAID NORTH LINE OF TRACT G, A DISTANCE OF 867.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 835.43 FEET AND A CENTRAL ANGLE OF 6°17'57", THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 91.85 FEET; THENCE LEAVING SAID NORTH LINE N82°45'14"W, A DISTANCE OF 172.18 FEET TO THE SAID SOUTH LINE OF TRACT G AND A POINT ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 915.43 FEET, A CENTRAL ANGLE OF 16°18'03" AND A RADIAL BEARING OF N39°49'09"E; THENCE SOUTHEASTERLY ALONG THE SAID CURVE FOR AN ARC DISTANCE OF 260.44 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 1.95 ACRES OF LAND MORE OR LESS.

SURVEYORS NOTES:

1. THIS SKETCH IS NOT A SURVEY, ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREON.
2. BEARINGS BASED ON THE ASSUMPTION THAT THE NORTH LINE OF TRACT G BEARS N66°28'54"W PER NEW SOUTH WALES AND LORRIKEET AT WALKABOUT, PLAT BOOK 55 PAGES 18-25.

PREPARED FOR AND CERTIFIED TO: BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS	
PREPARED BY: INDIAN RIVER SURVEY, INC. PROFESSIONAL SURVEYING AND MAPPING	
PROJECT NO. IRS-17-190	REVISIONS
DRAWN BY: T.B. DATE: FEBRUARY 10, 2020	CHECKED BY: S.C. SHEET: 1 OF 2

PROFESSIONAL SURVEYOR AND MAPPER
 STEVE CARTECHINE FLORIDA CERTIFICATE NO. 4895
 CERTIFICATE OF AUTHORIZATION #LB 7545
 NOT VALID UNLESS SIGNED AND SEALED

2/25/20	BC EMAIL 2/21/20	SECTION: 12 TOWNSHIP: 21 SOUTH RANGE: 34 EAST

SKETCH OF DESCRIPTION PARCEL 801

PARENT PARCEL ID#: 21-34-12-UR-*--KB and
PURPOSE: UTILITY & ACCESS EASEMENT

EXHIBIT "C"

SHEET 2 OF 2

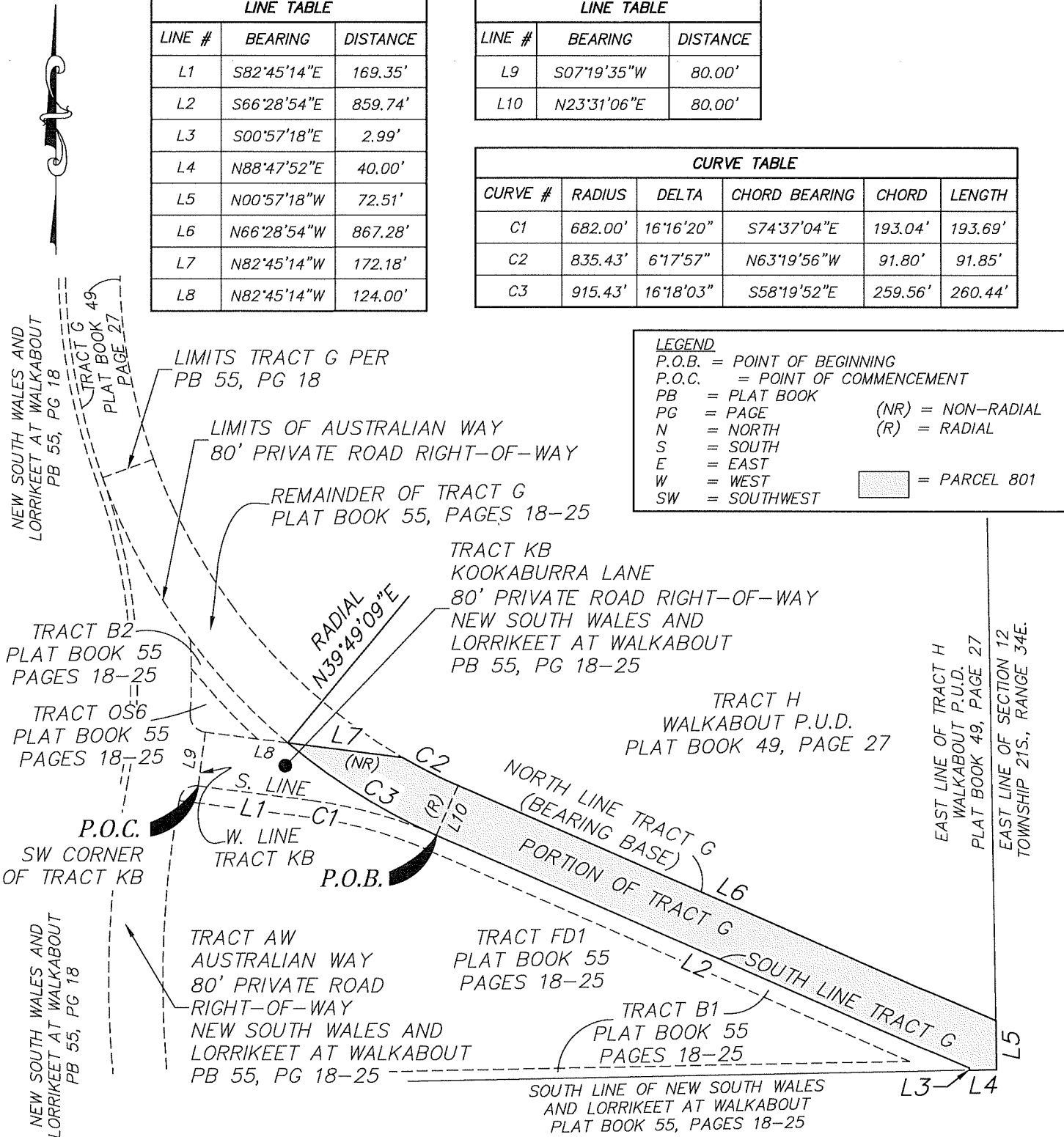
NOT VALID WITHOUT ALL SHEETS 1 - 2

THIS IS NOT A SURVEY

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S82°45'14"E	169.35'
L2	S66°28'54"E	859.74'
L3	S00°57'18"E	2.99'
L4	N88°47'52"E	40.00'
L5	N00°57'18"W	72.51'
L6	N66°28'54"W	867.28'
L7	N82°45'14"W	172.18'
L8	N82°45'14"W	124.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L9	S07°19'35"W	80.00'
L10	N23°31'06"E	80.00'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	682.00'	16°16'20"	S74°37'04"E	193.04'	193.69'
C2	835.43'	6°17'57"	N63°19'56"W	91.80'	91.85'
C3	915.43'	16°18'03"	S58°19'52"E	259.56'	260.44'



LEGEND
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
PB = PLAT BOOK
PG = PAGE (NR) = NON-RADIAL
N = NORTH (R) = RADIAL
S = SOUTH
E = EAST
W = WEST
SW = SOUTHWEST
[Shaded Box] = PARCEL 801

PREPARED BY:
INDIAN RIVER SURVEY, INC.
1835 20TH STREET VERO BEACH, FLORIDA 32960
(772) 569-7880

SCALE:
1"=200'
PROJECT NO.:
IRS-17-190

SECTION: 12
TOWNSHIP: 21 SOUTH
RANGE: 34 EAST

LEGAL DESCRIPTION

PARCEL 802

PARENT PARCEL ID#: NOT ASSIGNED
 PURPOSE: UTILITY & ACCESS EASEMENT

EXHIBIT "D"

SHEET 1 OF 2

NOT VALID WITHOUT ALL SHEETS 1 - 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

PARCEL 802, UTILITY & ACCESS EASEMENT (BY SURVEYOR)

A PORTION OF TRACTS G AND J, WALKABOUT P.U.D., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 49, PAGES 27 THROUGH 43 AND A PORTION OF TRACT GC1, QUANTUM PLACE AT WALKABOUT (POD 9), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOBOK 52, PAGES 58 THROUGH 64, INCLUSIVE OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SAID LANDS LYING IN SECTION 12, TOWNSHIP 21 SOUTH, RANGE 34 EAST OF SAID BREVARD COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2516, PAGE 1491 (ORDER OF TAKING-WASTERWATER TREATMENT FACILITY) AND THE SOUTHWESTERLY CORNER OF SAID TRACT G, WALKABOUT P.U.D.; THENCE N25°25'08"E ALONG THE SAID EAST LINE A DISTANCE OF 109.04 FEET; THENCE LEAVING SAID LINE N72°36'50"E ALONG THE NORTHERLY LINE OF SAID TRACT G, A DISTANCE OF 373.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 309.30 FEET, A CENTRAL ANGLE OF 96°10'24", THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 519.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S11°12'46"E ALONG THE SOUTHERLY EXTENSION OF THE NORTH LINE OF SAID TRACT G, A DISTANCE OF 283.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 342.80 FEET, A CENTRAL ANGLE OF 45°52'58", THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 274.51 FEET TO THE EASTERLY LINE OF SAID TRACT GC1; THENCE S25°06'13"W ALONG SAID LINE, A DISTANCE OF 64.86 FEET TO THE EASTERLY LINE OF SAID TRACT G AND A POINT ON A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 768.48 FEET, A CENTRAL ANGLE OF 2°22'57" AND A RADIAL BEARING OF S61°13'20W, THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 31.95 FEET; THENCE N57°05'44"W, A DISTANCE OF 36.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 422.80, A CENTRAL ANGLE OF 45°52'58", THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 338.58 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N11°12'46"W ALONG THE SOUTHERLY EXTENSION OF THE SAID SOUTH LINE OF TRACT G, A DISTANCE OF 283.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 229.30 FEET, A CENTRAL ANGLE OF 96°10'24", THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 384.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S72°36'50"W ALONG THE SOUTH LINE OF SAID TRACT G, A DISTANCE OF 447.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.68 ACRES OF LAND MORE OR LESS

SURVEYORS NOTES:

1. THIS SKETCH IS NOT A SURVEY, ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREON.
2. BEARINGS BASED ON THE ASSUMPTION THAT THE NORTH LINE OF TRACT G BEARS N72°36'50"E PER WALKABOUT, P.U.D., PLAT BOOK 49, PAGE 27.

PREPARED FOR AND CERTIFIED TO: BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS			
PREPARED BY: INDIAN RIVER SURVEY, INC. PROFESSIONAL SURVEYING AND MAPPING		PROFESSIONAL SURVEYOR AND MAPPER STEVE CARTECHINE FLORIDA CERTIFICATE NO. 4895 CERTIFICATE OF AUTHORIZATION #LB 7545 NOT VALID UNLESS SIGNED AND SEALED	
PROJECT NO. IRS-17-190	REVISIONS	2/25/20	BC EMAIL 2/21/20
DRAWN BY: T.B. DATE: FEBRUARY 10, 2020	CHECKED BY: S.C. SHEET: 1 OF 2		SECTION: 12 TOWNSHIP: 21 SOUTH RANGE: 34 EAST

SKETCH OF DESCRIPTION PARCEL 802

PARENT PARCEL ID#: NOT ASSIGNED
PURPOSE: UTILITY & ACCESS EASEMENT

EXHIBIT "D"

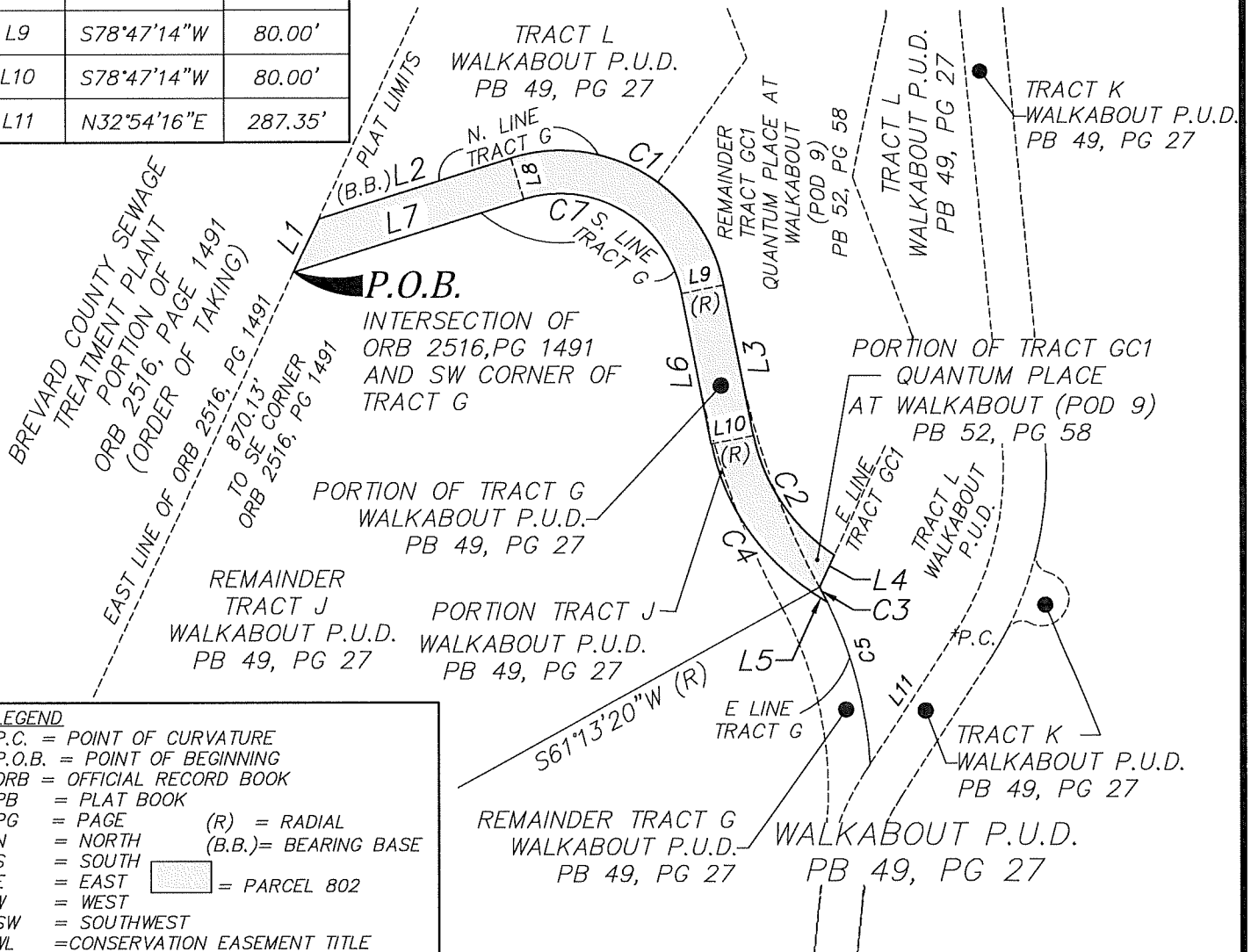
SHEET 2 OF 2

NOT VALID WITHOUT ALL SHEETS 1 - 2

THIS IS NOT A SURVEY

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N25°25'08"E	109.04'
L2	N72°36'50"E	373.28'
L3	S11°12'46"E	283.77'
L4	S25°06'13"W	64.86'
L5	N57°05'44"W	36.61'
L6	N11°12'46"W	283.77'
L7	S72°36'50"W	447.38'
L8	S17°23'10"E	80.00'
L9	S78°47'14"W	80.00'
L10	S78°47'14"W	80.00'
L11	N32°54'16"E	287.35'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	309.30'	96°10'24"	N59°17'58"W	460.33'	519.17'
C2	342.80'	45°52'58"	S34°09'15"E	267.24'	274.51'
C3	768.48'	2°22'57"	S27°35'12"E	31.95'	31.95'
C4	422.80'	45°52'58"	N34°09'15"W	329.61'	338.58'
C5	768.48'	23°08'01"	N14°49'42"W	308.18'	310.28'
C7	229.30'	96°10'24"	N59°17'58"W	341.27'	384.89'



PREPARED BY:
INDIAN RIVER SURVEY, INC.
1835 20TH STREET VERO BEACH, FLORIDA 32960
(772) 569-7880

SCALE:
1"=200'
PROJECT NO.:
IRS-17-190

SECTION: 12
TOWNSHIP: 21 SOUTH
RANGE: 34 EAST

TERMINATION OF INDEMNIFICATION AGREEMENT

This Termination of Indemnification Agreement is entered into this ___ day of _____, 2020 by and between INDIAN RIVER PRESERVE ESTATE CORP. (hereinafter referred to as “Developer”), a Nevada corporation and THE BOARD OF COUNTY COMMISSIONS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, FL 32940 (hereinafter referred to as “County”).

WITNESSETH:

WHEREAS, Developer is the successor in interest of Walkabout Residential Company, LLC (“Walkabout”) and Walkabout Property Owners Association, Inc. (“WPOA”) including all of Walkabout’s and WPOA’s rights and obligations in the Indemnification Agreement (“IA”) as recorded in OR Book 5633 at Page 8587 of the Public Records of Brevard County, and attached hereto Exhibit 1.

WHEREAS, Developer and County have entered into a Development Agreement and as part of said Development Agreement, Developer will become the owner of the property labeled Tract G, and both parties agree that Developer owning Tract G eliminates any requirement for the IA; and

WHEREAS, both parties agree that the IA is terminated and no longer a valid or enforceable agreement between by the parties or any third parties.

NOW THEREFORE the Parties agree as follows:

RECITALS

1. Developer and County hereby terminate the IA and agree that said IA is no longer a valid or enforceable document between the parties and their successors and neither party shall have any further obligation under the IA nor shall it be enforceable in anyway.

2. The Parties further agree that this Termination of the IA, a copy of which is set forth in Exhibit E of that certain Development Agreement between the parties, shall be recorded in the public records of Brevard County pursuant to paragraph 4 of the said Development Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and their corporates seals affixed as of the day and year first above written.

Signed, sealed and delivered in the presence of: **INDIAN RIVER PRESERVE ESTATES CORP., a Nevada corporation**

Name of Witness _____

By: _____

Print Name: _____

As Its: _____

Name of Witness _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, _____ of INDIAN RIVER PRESERVE ESTATES CORP., a Nevada corporation registered to do business in the State of Florida, who is [] personally known to me or [] produced as identification and did/did not take an oath.

My commission expires:

Notary Public – State of _____

Print Name of Notary _____

SEAL

Commission No.:

SIGNATURE PAGE FOR BREVARD COUNTY

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA, a**
political subdivision of the State of Florida

Scott Ellis, Clerk
(SEAL)

Bryan Lober, Chair
As approved by the Board on _____

**STATE OF FLORIDA
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by Bryan Lober, Chair of the Board of County Commissioners of Brevard County, Florida, a political, subdivision of the State of Florida, who is [] personally known to me or [] produced as identification and did/did not take an oath.

My commission expires:

Notary Public – State of _____
Print Name of Notary _____

SEAL
Commission No.:

Exhibit "F"

PERMANENT ACCESS AND UTILITY EASEMENT

THIS EASEMENT is given this ____ day of _____, 2020, by Indian River Preserves Estates Corp., A Nevada Corporation ("Grantor"), whose mailing address is _____, to Brevard County, Florida, a political subdivision of the State of Florida ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain lands situated in Brevard County, Florida and more specifically described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor has agreed to grant and convey to Grantee, a permanent non-exclusive access and utility easement over, under, upon, above, across, and through the Property for the specific purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys and establishes a perpetual easement for and in favor of Grantee upon the Property described on Exhibit "A" which shall run with the land and be binding upon Grantor.

The scope, nature and character of this Easement shall be as follows:

1. **Recitals.** The recitals herein are true and correct and are hereby incorporated into and made a part of this Easement.
2. **Purpose.** It is the purpose of this Easement to grant a permanent non-exclusive access and utility easement over, under, upon, above, across, and through the Property described in Exhibit 'A' for the purposes of:
 - a) Vehicular and pedestrian ingress and egress, to include emergency vehicles; and
 - b) constructing, reconstructing, reconfiguring, maintaining, repairing, installing and operating a sanitary sewer, water, raw water, and re-use water system, and other allied uses pertaining thereto; and
 - c) to ensure Grantee has the right of continuous access to the entrance of the Grantee's Waste Water Treatment Plant (WWTP) from State Road 46, Titusville/Mims, Florida.
3. **Acknowledgment.** Grantee is the legal owner of Real Property (hereinafter "Tract G"), more particularly described in Exhibit "B" and shall be deeded to Grantor.

4. Agreement. Grantor, in return for Grantee deeding Tract G, shall at Grantor's sole expense cause the unpaved Access Easement to be paved and shall provide a paved access roadway to the Grantee's Waste Water Treatment Plant. Grantor agrees to cause the paving of the Access Easement Area and the access roadway to the Waste Water Treatment Plant within 24 months of the recording of this Easement.

Maintenance. Grantor, its successors and/or assigns, shall at Grantors sole expense, be responsible for all maintenance of the paved Access Easement and the Grantee's paved access roadway to the Waste Water Treatment Plant. Prior to the paved access, Grantor shall be responsible to maintain the current dirt access road from Indian River Parkway to the entrance of the Waste Water Treatment Plant in a manner that keeps the dirt access drive free of ponding and allows continuous safe access to personal vehicles as well as heavy vehicles and machinery required to operate the Waste Water Treatment Plant. Grantor shall ensure continued access by Grantee to the Waster Water Treatment Plant during construction of the paved access. In the event Grantor is not properly maintaining the Access Easement and Grantee's access roadway to the Waste Water Treatment Plant, Grantee will give Grantor a 15-day notice of non-compliance by means of certified mail. Grantor will have seven days to perform maintenance on the areas. If the areas are not maintained after the seven days, Grantee will perform maintenance and shall be reimbursed the cost of maintenance by Grantor.

Duration. This Easement shall remain in full force and effect in perpetuity.

Indemnification. Grantor agrees that it will indemnify and save harmless Grantee from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the Grantor's use, occupation, management or control of the Access Easement Area, Tract G, or any improvement placed thereon by Grantor, or any equipment or fixtures used by Grantor in connection with the Access Easement Area or Tract G. Grantor agrees that it will, at their own expense, defend any and all actions, suits or proceedings which may be brought against the Grantee in connection with any negligent, reckless, or intentional wrongful act or omission of the Grantor and persons employed or utilized by the Grantor as it relates to the Access Easement Area or Tract G, and that it will satisfy, pay and discharge any and all judgments that may be entered against the Grantee in any such action or proceedings. The parties acknowledge specific consideration has been exchanged for the provision. Nothing herein is intended to be or shall be construed as a waiver of the Grantee's sovereign immunity beyond statutory provisions.

Modification. This Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors – in – interest, which shall be filed in the public records of Brevard County, Florida.

[For signatures see page three]

IN WITNESS WHEREOF Indian River Preserves Estates Corp., ("Grantor") has hereunto set its authorized hand this _____ day of _____, 2020.

Witness

Print Name

Witness

Print Name

Indian River Preserves Estates Corp.,
A Nevada Corporation

BY: _____

Title: _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020 by _____, _____ of INDIAN RIVER PRESERVE ESTATES CORP., a Nevada corporation registered to do business in the State of Florida. He is personally known to me or has produced _____ as identification.

Agenda Item # _____
Board Meeting Date _____

Notary Signature
SEAL

Acceptance

The Grantee hereby accepts the Permanent Access Easement and agrees to be bound by its terms.

Dated: _____ day of _____, 2020.

ATTEST:

Scott Ellis, Clerk of the Board

GRANTEE:
BREVARD COUNTY, FLORIDA

Agenda Item # _____
Board Meeting Date _____

Bryan Lober, Chair

Exhibit G

BOND CONTRACT

THIS CONTRACT entered into this ___ day of _____ 20 ____, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and Indian River Preserve Estate Corp., hereinafter referred to as "PRINCIPAL."

WITNESSETH:

IN CONSIDERATION of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. The PRINCIPAL agrees to construct the improvements agreed upon in that certain Development Agreement for Indian River Estates Preserve Corp. and exhibits thereto.
2. Principal agrees to construct the improvements strictly in accordance with the plans and specifications on file in the Land Development Division (which construction is hereinafter referred to as the "Work"). Such plans and specifications (hereinafter referred to as the "Plans") are hereby incorporated into this Agreement by reference and made a part hereof. Principal warrants to County that the Work will conform to the requirements of the Plans and other requirements specified in the County's approval of the Work. Principal also warrants to County that the Work will be free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered to be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided.

To the extent assignable, Principal assigns to County all of Principal's warranty rights under its construction contract with the contractor constructing the improvements (including all warranties provided by law of in equity with respect to such construction contract), which warranties may be asserted by County on behalf of Principal in the event Principal fails to perform its warranty obligations hereunder. Where warranties granted hereunder overlap, the more stringent requirement shall control.

3. The PRINCIPAL agrees to complete said construction on or before the _____ day of _____, 20 ____.
4. In order to guarantee performance of PRINCIPAL'S obligations herein contained, PRINCIPAL shall furnish cash, letter of credit, certificate of deposit or surety bond in a form approved by the COUNTY, in the amount of \$ 589,808.80. If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners within five (5) business days of the County's acceptance of this contract. Said bond shall be 125% of the estimated cost of construction, as determined by the Land Development Division. PRINCIPAL shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the COUNTY to ensure proper accounting for all funds expended under the agreement. Said records shall be made available upon request for audit purposes to Brevard County and its auditors.
5. In the event, PRINCIPAL fails to complete said improvements within the time prescribed, the COUNTY may elect to take all or any of the following actions:

- A. Complete the improvements utilizing COUNTY employees and materials and request

payment from the bond or the PRINCIPAL,

- B. Request the surety on said performance bond to complete such improvements, or
 - C. Contract for completion of said improvements.
6. The PRINCIPAL and Surety on said performance bond shall be liable for all costs, expenses, and damages incurred by the COUNTY, including attorney's fees, in the event the PRINCIPAL defaults on this contract.
 7. In the performance of this Agreement, the PRINCIPAL shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the PRINCIPAL for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119 of the Florida Statutes.
 8. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by PRINCIPAL in the United States or any other country.
 9. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**

Scott Ellis, Clerk

Bryan Lober, Chair

As approved by the Board on: _____, 20____.

WITNESSES:

PRINCIPAL:

Igor Olenicoff , as President, Director

DATE

State of: _____

County of: _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

My commission expires:

Notary Public

S E A L

Commission Number:

Notary Name printed, typed or stamped

SURETY PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Indian River Preserve Estate Corp., hereinafter referred to as "Owner" and, hereinafter referred to as "Surety", are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "County", in the sum of \$ 589,808.80, for the payment of which we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Owner has entered into a contract with the County dated the ___ day of ___, 20___, which contract is made a part hereof by reference.

NOW THEREFORE, the condition of this obligation is such that if Owner shall promptly and faithfully perform said contract and complete the work contemplated therein by ___, 20___, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

If the Owner shall be declared in default of said contract by the County, the Surety shall have sixty (60) days from the date of said default within which to take whatever action it deems necessary in order to insure performance. If, at the expiration of sixty (60) days from the date of said default, no arrangements have been made by the Owner or surety satisfactory to the County for the completion of said contract, then the County shall have the right to complete said contract and the Owner and Surety jointly and severally, shall pay all costs of completing said contract to the County, including but not limited to engineering, legal and other costs, together with any damages, either direct or consequential, which the County may sustain on account of the Owner's default of said contract. After the expiration of the aforesaid grace period, the County shall have the additional right to contract for the completion of said contract upon which the Owner has defaulted and upon the County's acceptance of the lowest responsible bid for the completion of said contract, the Owner and Surety shall become immediately liable for the amount of said bid and in the event the County is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of six percent (6%) per annum beginning with the commencement of such legal proceedings. The County, in its discretion, may permit the Surety to complete said contract, in the event of Owner's default.

In the event that the County commences suit for the collection of any sums due hereunder, the obligors and each of them agree to pay all costs incurred by the County, including attorney's fees.

EXECUTED this ___ day of ___, 20___.

OWNER:

SURETY:



APPROVED
By Linda Wicker at 4:54 pm, Apr 08, 2020

Project: Indian River Preserve Estates, Phase 3

MBV Project No.: 17-1035

Applicant: Indian River Preserve Estates

1062 Coral Ridge Drive
Coral Springs, FL 33071

Exhibit H

Description: Engineering Opinion of Probable Construction Costs (Tract G Road Improvements within Pod 11 - Phase 3)

Prepared: April 2020

CONSTRUCTION ESTIMATE - TRACT 'G' (Pod 11 - Phase 3)				
ITEM	QUANTITY	UNIT	UNIT COST	COST
I. GENERAL				
MAINTENANCE OF TRAFFIC	1	LS	\$ 7,500.00	\$ 7,500.00
GENERAL TOTAL				\$ 7,500.00

II. SITE PREP & EARTHWORK				
MOBILIZATION	1	LS	\$ 25,000.00	\$ 25,000.00
CUT / FILL	3,100	CY	\$ 12.00	\$ 37,200.00
CLEARING & GRUBBING	2.00	AC	\$ 1,150.00	\$ 2,300.00
ROUGH GRADE	9,780	SY	\$ 1.00	\$ 9,780.00
PROOF ROLE	9,780	SY	\$ 2.00	\$ 19,560.00
FINE GRADE	9,780	SY	\$ 2.00	\$ 19,560.00
SWALE SOD	5,475	SY	\$ 4.75	\$ 26,006.25
SITE PREP & EARTHWORK TOTAL				\$ 139,406.25

III. EROSION CONTROL & DEMOLITION				
STAKED SILT FENCE	3,520	LF	\$ 2.25	\$ 7,920.00
INLET PROTECTION	5	EA	\$ 178.50	\$ 892.50
EROSION CONTROL & DEMOLITION TOTAL				\$ 8,812.50

IV. PAVEMENT, CURB, & CONCRETE WORK				
TYPE S-1 ASPHALT 1.5"	4799	SY	\$ 12.25	\$ 58,787.75
8" LIMEROCK	4799	SY	\$ 13.10	\$ 62,866.90
8" STABILIZED SUBGRADE	5183	SY	\$ 7.00	\$ 36,280.44
5' WIDE SIDEWALK	6814	SF	\$ 4.75	\$ 32,366.50
6" SUBGRADE	8177	SF	\$ 2.60	\$ 21,260.20
MIAMI CURB	3518	LF	\$ 13.75	\$ 48,372.50
DETECTABLE WARNINGS	6	EA	\$ 350.00	\$ 2,100.00
SIGNAGE & STRIPING	1	LS	\$ 3,500.00	\$ 3,500.00
PAVEMENT & CURB TOTAL				\$ 265,534.29

V. STORM DRAINAGE				
18" HDPE	384	LF	\$ 37.00	\$ 14,208.00
30" HDPE	93	LF	\$ 52.00	\$ 4,836.00
TYPE V INLET	7	EA	\$ 3,750.00	\$ 26,250.00
TYPE 7 MANHOLE	1	EA	\$ 5,300.00	\$ 5,300.00
STORM DRAINAGE TOTAL				\$ 50,594.00

ESTIMATED PROJECT COSTS **\$ 471,847.04**

CERTIFIED BY:

BRUCE MOIA, P.E. #47529
MBV ENGINEERING, INC.

April 07, 2020
DATE

