

Subdivision No. 19SD00012

Project Name The Dunes at Indian River Preserve

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 12th day of November 2019, 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 described below:

and all other improvements depicted in subdivision number 19SD00012. A copy of said plat to be recorded in the Plat Books of the Public Records of Brevard County.

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 in this paragraph 2.

If within two (2) years after approval and acceptance of the improvements by County, any Work is found to be defective, Principal shall promptly, without cost to County, either correct such defective Work, or, if it has been rejected by County, remove it from the site and replace it with nondefective Work. If Principal does not promptly comply with the terms of such instructions, County may elect any of the remedies provided for in paragraph 6 herein below. Corrective Work shall be warranted to be free from defects for a period of six (6) months. Any defect in such Work shall be corrected again by Principal promptly upon notice of the defect from County. In the event the maintenance bond given by Principal in connection with County's acceptance of the improvements is extended, the two (2) year warranty period provided for herein shall be extended for a like period.

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 1st day of May, 2020.

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 \$ 1,567,821.69 . 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. The COUNTY agrees to accept said plat above described for recording in the public records of Brevard County, Florida and to accept the areas depicted thereon as dedicated for public use, including but not limited to streets and parks, at such time as said improvements are satisfactorily completed. Satisfactory completion in accordance with the plans and specifications shall be determined by written approval of the County Development Engineer or designated assistant.
6. 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. Vacate all or part of such recorded plat where improvements have not
Been completed in accordance with the plans and specifications,
 - B. Complete the improvements utilizing COUNTY employees and materials and request
payment from the bond or the PRINCIPAL,
 - C. Request the surety on said performance bond to complete such improvements, or
 - D. Contract for completion of said improvements.
7. 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.
8. 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.
9. 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.

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



KRISTINE ISNARDI CHAIR


As approved by the Board on: Nov. 12, 2019.

WITNESSES:


PRINCIPAL:



Carol Grove



Igor Olenicoff, as President
Indian River Preserve Estate Corp.



Tamy Casta

10-31-19

DATE

State of: Florida

County of: Brevard

The foregoing instrument was acknowledged before me this 31st day of October 2019, by Igor Olenicoff who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

My commission expires:

S E A L

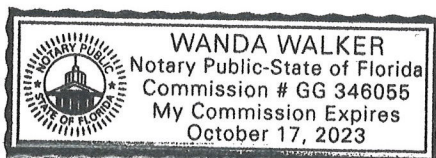
Commission Number:



Notary Public

Wanda Walker

Notary Name printed, typed or stamped



SURETY PERFORMANCE BOND

Bond Number: 4430408

KNOW ALL MEN BY THESE PRESENTS:

That we, Indian River Preserve Estates Corp., hereinafter referred to as "Owner" and, Markel Insurance Company, 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 \$1,567,821.69, 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 30 day of October, 2019, 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 1 May, 2020, 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 30 day of October, 2019.

Indian River Preserve Estates Corp.

OWNER:



Igor Olenicoff, President

SURETY: Markel Insurance Company



Stefan Engelhardt, Attorney-In-Fact

Pre-approved Form reviewed for
Legal form and content: 12/18/07



Markel Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That MARKEL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint

Amanda C. Webb, Nathan Wonder, Stefan Engelhardt, Emily Nagel, Karl Choltus, Leigh A. Penley, Sarah Harren

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings of other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifty Million and 00/100 Dollars (\$50,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution of the Board of Directors of Markel Insurance Company:

RESOLVED, that the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary or Assistant Treasurer shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for on behalf of the Company, subject to the following provisions:

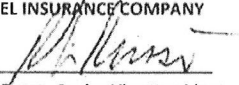
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Secretary.

FURTHER RESOLVED, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

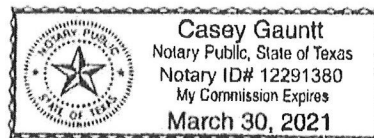
In Witness Whereof, MARKEL INSURANCE COMPANY has caused these presents to be signed by its Senior Vice President, and its corporate seal to be hereto affixed this 3rd day of July, 2019.

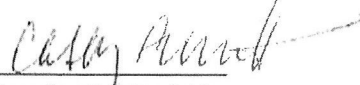
Commonwealth of Virginia
Henrico County

MARKEL INSURANCE COMPANY

By: 
Robin Russo, Senior Vice President

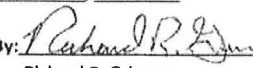
On this 3rd day of July, 2019 before me personally came Robin Russo, to me known, who being by me duly sworn, did depose and say that he resides in Henrico County, Virginia, that he is Senior Vice President of MARKEL INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



By: 
Casey Gauntt, Notary Public

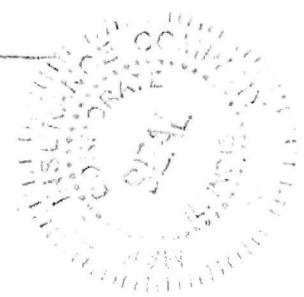
I, Richard R. Grinnan, Vice President and Secretary of MARKEL INSURANCE COMPANY, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and, furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Glen Allen, Virginia this 30 day of October, 2019.

By: 
Richard R. Grinnan,
Vice President and Secretary

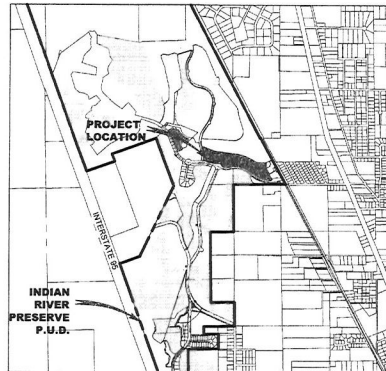
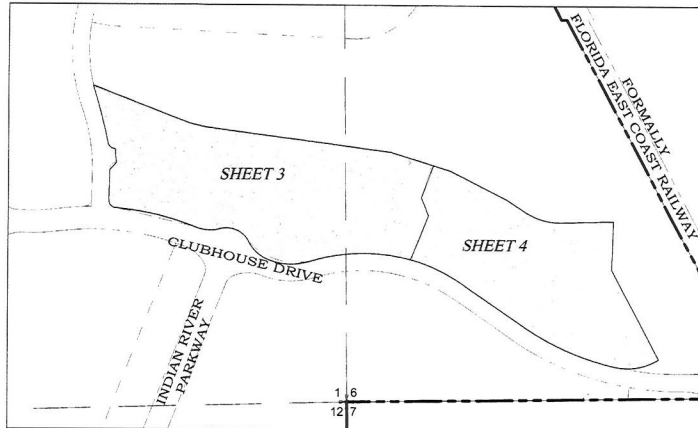
Any instrument issued in excess of the penalty stated above is totally void and without any validity. 3710015

For verification of the authority of this Power you may call (713) 812-0800 on any business day between 8:30 AM and 5:00 PM CST.



THE DUNES AT INDIAN RIVER PRESERVE (POD 15)

SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST AND SECTION 6, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.
A REPLAT OF TRACT A OF WALKABOUT GOLF COURSE, AS RECORDED IN PLAT BOOK 59, PAGE 37, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.



VICINITY MAP
(NOT TO SCALE)

PREPARED BY:
INDIAN RIVER SURVEY, INC.
PROFESSIONAL SURVEYING AND MAPPING
CERTIFICATE OF AUTHORIZATION No. LB 7545
1835 20TH STREET, VERO BEACH, FLORIDA 32960
PHONE (772) 569-7880 FAX (772) 778-3517

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPERSEDED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- PLAT NOTES:
- 1) PERMANENT REFERENCE MONUMENTS, "P.R.M.," HAVE BEEN SET IN COMPLIANCE WITH CHAPTER 177, FLORIDA STATUTES, AS AMENDED.
 - 2) EACH P.C.P. WILL BE SET UNDER THE DIRECTION AND SUPERVISION OF THE SURVEYOR IN COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA.
 - 3) ALL LOT AND TRACT CORNERS WILL BE SET UNDER THE DIRECTION AND SUPERVISION OF THE SURVEYOR IN COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA.
 - 4) BEARINGS SHOWN ARE BASED ON THE ASSUMPTION THE EAST LINE OF TRACT A OF WALKABOUT P.U.D. BEARS N27°56'38"W AS SHOWN ON THE PLAT, RECORDED IN PLAT BOOK 59, PAGE 37.
 - 5) CONTACT BREVARD COUNTY SURVEY DEPARTMENT FOR INFORMATION CONCERNING BENCHMARK NO. 84408 SET WITHIN THE VICINITY OF THIS PLAT.
 - 6) ALL LOT LINES EMANATING FROM A RIGHT OF WAY CURVE ARE RADIAL, UNLESS LABELED (N/R) NON-RADIAL.
 - 7) IN THE EVENT THAT BREVARD COUNTY DISTURBS THE SURFACE OF A PRIVATE STREET DUE TO MAINTENANCE, REPAIR OR REPLACEMENT OF A PUBLIC IMPROVEMENT LOCATED THEREIN, THEN THE COUNTY SHALL BE RESPONSIBLE FOR RESTORING THE STREET SURFACE ONLY TO THE EXTENT WHICH WOULD BE REQUIRED IF THE STREET WERE A PUBLIC STREET IN ACCORDANCE WITH COUNTY SPECIFICATIONS.
 - 8) ALL TRACTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - A. TRACT A (0.36 ACRES) IS FOR OPEN SPACE.
 - B. TRACT B (0.38 ACRES) IS FOR PARK/RECREATION.
 - C. TRACT C (2.17 ACRES) IS FOR STORMWATER.
 - D. TRACT D (0.50 ACRES) IS FOR OPEN SPACE.
 - E. TRACT E (2.26 ACRES) IS FOR PRIVATE RIGHT OF WAY.
 - 9) THE FOLLOWING EASEMENTS ARE HEREBY DEDICATED:
 - A. A 10 FOOT WIDE PUBLIC UTILITY AND PRIVATE DRAINAGE EASEMENT ALONG THE FRONT OF ALL LOTS AND TRACTS ADJACENT TO AND CONTIGUOUS WITH ALL PRIVATE ROADS.
 - B. A 5 FOOT WIDE PUBLIC UTILITY AND PRIVATE DRAINAGE EASEMENT ALONG ALL SIDE LOT LINES, UNLESS OTHERWISE SHOWN, WHERE MORE THAN ONE LOT IS USED AS A BUILDING SITE, SIDE EASEMENTS WILL REVERT TO OUTER LOT LINES ONLY, UNLESS DRAINAGE FACILITIES EXIST ALONG INTERIOR LOT LINES.
 - C. A 10 FOOT WIDE PRIVATE DRAINAGE EASEMENT ALONG ALL NEAR LOT LINES.
 - D. A PERPETUAL EASEMENT IS HEREBY DEDICATED OVER ALL DRAINAGE TRACTS AND PRIVATE DRAINAGE EASEMENTS TO BREVARD COUNTY FOR EMERGENCY ACCESS AND MAINTENANCE.
 - E. AN INGRESS AND EGRESS EASEMENT IS HEREBY DEDICATED TO BREVARD COUNTY FOR LAW ENFORCEMENT, EMERGENCY ACCESS AND EMERGENCY MAINTENANCE.
 - F. A PERPETUAL EASEMENT IS HEREBY DEDICATED OVER TRACT B (PARK/RECREATION) TO BREVARD COUNTY FOR PUBLIC SERVICE AND EMERGENCY VEHICLE ACCESS.
 - 10) ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN.
 - 11) ALL PRIVATE RIGHT OF WAYS WITHIN THIS PLAT ARE HEREBY DEDICATED IN PERPETUITY TO THE DUNES AT INDIAN RIVER PRESERVE (POD-15) FOR THE USE AND BENEFIT OF THE OWNERS AND RESIDENTS OF THIS SUBDIVISION, AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE DUNES AT INDIAN RIVER PRESERVE (POD-15) HOMEOWNERS ASSOCIATION, INC. ALL PUBLIC AUTHORITIES, INCLUDING BUT NOT LIMITED TO POLICE, FIRE, AMBULANCE, BREVARD COUNTY MOSQUITO CONTROL DISTRICT, AND UTILITY PROVIDERS SHALL HAVE THE RIGHT TO USE THE STREETS IN THE COURSE OF PERFORMING THEIR RESPECTIVE DUTIES. BREVARD COUNTY SHALL HAVE NO RESPONSIBILITY, DUTY OR LIABILITY WHATSOEVER REGARDING SUCH STREETS.
 - 12) ALL PUBLIC UTILITY EASEMENTS ARE ALSO FOR THE BENEFIT OF FLORIDA POWER AND LIGHT COMPANY AND ARE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO POTABLE WATER, SEWER, ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
 - 13) EACH LOT OWNER PURCHASING A LOT SHOWN ON THIS PLAT CONSENTS TO THE IMPOSITION OF A MUNICIPAL SERVICE BENEFIT UNIT BY BREVARD COUNTY OR OTHER GOVERNMENTAL ENTITY FOR MAINTENANCE OF COMMON AREAS IN THE EVENT OF THE FAILURE OF THE HOMEOWNERS' ASSOCIATION TO MAINTAIN PROPERLY THE COMMON AREAS IN CONFORMANCE WITH THE APPLICABLE REGULATORY PERMITS OR OTHER APPLICABLE REGULATIONS. AN EASEMENT TO THE COMMON AREA MUST BE GRANTED TO BREVARD COUNTY PRIOR TO ESTABLISHMENT OF AN HBSU. NOTWITHSTANDING OTHER PROVISIONS HEREIN, THE VOTE OF 50 PERCENT PLUS ONE OF THE LOT OWNERS SHALL CONSTITUTE A DEDICATION OF THE COMMON AREA TO THE COUNTY. THE ADOPTION OF AN HBSU ORDINANCE TO PROVIDE MAINTENANCE TO THE COMMON AREA SHALL BE DEEMED ACCEPTANCE OF THE DEDICATION TO THE COUNTY.
 - 14) IN ADDITION TO THE EASEMENTS SHOWN HEREON, THE PLAT IS SUBJECT TO THE FOLLOWING EASEMENTS RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
 - A. TERMS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS SHOWN ON THE WALKABOUT P.U.D. RECORDED IN PLAT BOOK 49, PAGE 27, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
 - B. ORS. 5404, PAGE 3627: EASEMENT FOR WATER, SEWER, RAW WATER, RE USE IN FAVOR OF BREVARD COUNTY, FLORIDA.
 - C. ORS. 5404, PAGE 3631: PRIVATE EASEMENT FOR ELECTRICAL SERVICES IN FAVOR OF FLORIDA POWER AND LIGHT COMPANY.
 - D. ORS. 5404, PAGE 3636: PRIVATE EASEMENT FOR VOICE, DATA, SECURITY, MULTI-CHANNEL, VIDEO SERVICES AND ALL RELATED SERVICES IN FAVOR OF WALKABOUT COMMUNICATIONS COMPANY, LLC.

PLAT BOOK PAGE
SHEET 1 OF 4
SECTION 1, TWP. 21 S., RANGE 34 E. AND
SECTION 6, TWP. 21 S., RANGE 35 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT, THE CORPORATION NAMED BELOW, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED AND PLATTED HEREIN, AS:

THE DUNES AT INDIAN RIVER PRESERVE (POD 15)

HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES ALL PUBLIC UTILITY EASEMENTS AS FURTHER DESCRIBED TO BREVARD COUNTY FOR THE PERPETUAL USE OF THE PUBLIC; AND HEREBY FURTHER DEDICATES TO BREVARD COUNTY PERPETUAL EASEMENT OVER AND ACROSS THE RIGHT-OF-WAY OF ALL PRIVATE STREETS AND ROADS SHOWN HEREON, FOR INGRESS AND EGRESS, OPERATION AND CONSTRUCTION AND MAINTENANCE OF BREVARD COUNTY OWNED UTILITIES (WATER, SEWER, RAW-WATER AND RE-USE) AND LAW ENFORCEMENT, EMERGENCY VEHICLES, IT BEING THE INTENTION OF THE UNDERSIGNED THAT ALL STREETS, ROAD AND OTHER EASEMENTS AND COMMON AREAS SHOWN HEREON ARE PRIVATELY OWNED AND MAINTAINED, AND THAT THE PUBLIC AND BREVARD COUNTY HAVE NOT RIGHT OF INTEREST THEREIN.

IN WITNESS WHEREOF, HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICERS NAMED BELOW AND ITS CORPORATE SEAL TO BE AFFIXED HERETO ON OCTOBER 29, 2019 DATE

BY: IGOR OLIVICOFF, TITLE: PRESIDENT, DIRECTOR
WITNESS: DAVID M. LYNN
(PRINT NAME) Heidi Bonetiel
WITNESS: Heidi Bonetiel
(PRINT NAME)

INDIAN RIVER PRESERVE ESTATES CORP, A NEVADA CORPORATION
7 CORPORATE PLAZA, NEWPORT BEACH, CA 92660
STATE OF California
COUNTY OF Orange

THIS IS TO CERTIFY THAT
ON October 29, 2019

BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED:

Igor Olivicoft
TO ME KNOWN TO BE INDIVIDUALS AND OFFICERS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED AS SUCH OFFICERS THEREUNTO DULY AUTHORIZED; THAT THE OFFICIAL SEAL OF SAID CORPORATION IS DULY AFFIXED THERETO; AND THAT THE SAID DEDICATION IS THE ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF, I SET MY HAND AND SEAL ON THE ABOVE
NOTARY PUBLIC
John J. Kelly
MY COMMISSION
EXPIRES: SEP 25 2020

CERTIFICATE OF COUNTY SURVEYOR

I HEREBY CERTIFY, THAT I HAVE REVIEWED THE FOREGOING PLAT AND FIND THAT IT IS IN CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES AND BREVARD COUNTY ORDINANCE 62-2841(C)(3)(G).

MICHAEL J. SWEENEY, LS 4870, COUNTY SURVEYOR
REGISTERED FLORIDA SURVEYOR AND MAPPER #4870

CERTIFICATE OF APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, THAT ON _____ THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS.

CHAIRMAN OF THE BOARD
CLERK OF THE BOARD

CERTIFICATE OF ACCEPTANCE OF DEDICATION BY THE BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, THAT THE BOARD OF COUNTY COMMISSIONERS HEREBY ACCEPTS ALL EASEMENTS AND ALL OTHER AREAS DEDICATED FOR PUBLIC USE ON THIS PLAT.

CHAIRMAN OF THE BOARD
CLERK OF THE BOARD

CERTIFICATE OF THE CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES, IN FORM, WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND WAS FILED FOR RECORD ON _____

AT _____ FILE NO. _____

CLERK OF THE CIRCUIT COURT
IN AND FOR BREVARD COUNTY, FLORIDA

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT ON 9/10/2019, I COMPLETED THE BOUNDARY SURVEY OF THE LANDS AS SHOWN ON THE FOREGOING PLAT; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AND SHOWN HEREON AND SAID PLAT COMPLIES WITH ALL SURVEY REQUIREMENTS OF CHAPTER 177, PART 1 AND 472, FLORIDA STATUTES, AND BREVARD COUNTY ORDINANCE 62-2841(C)(3)(G) AND THAT SAID LAND IS LOCATED IN BREVARD COUNTY, FLORIDA.

DATED: October 30, 2019

STEVE CARTER, LS 4495
REGISTERED FLORIDA SURVEYOR AND MAPPER
FOR: INDIAN RIVER SURVEY, INC.
1835 20TH STREET
VERO BEACH, FL 32960

INDIAN RIVER PRESERVE ESTATES CORP
CLERK OF THE CIRCUIT COURT
COUNTY SURVEYOR
SURVEYOR

SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST AND SECTION 6, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.

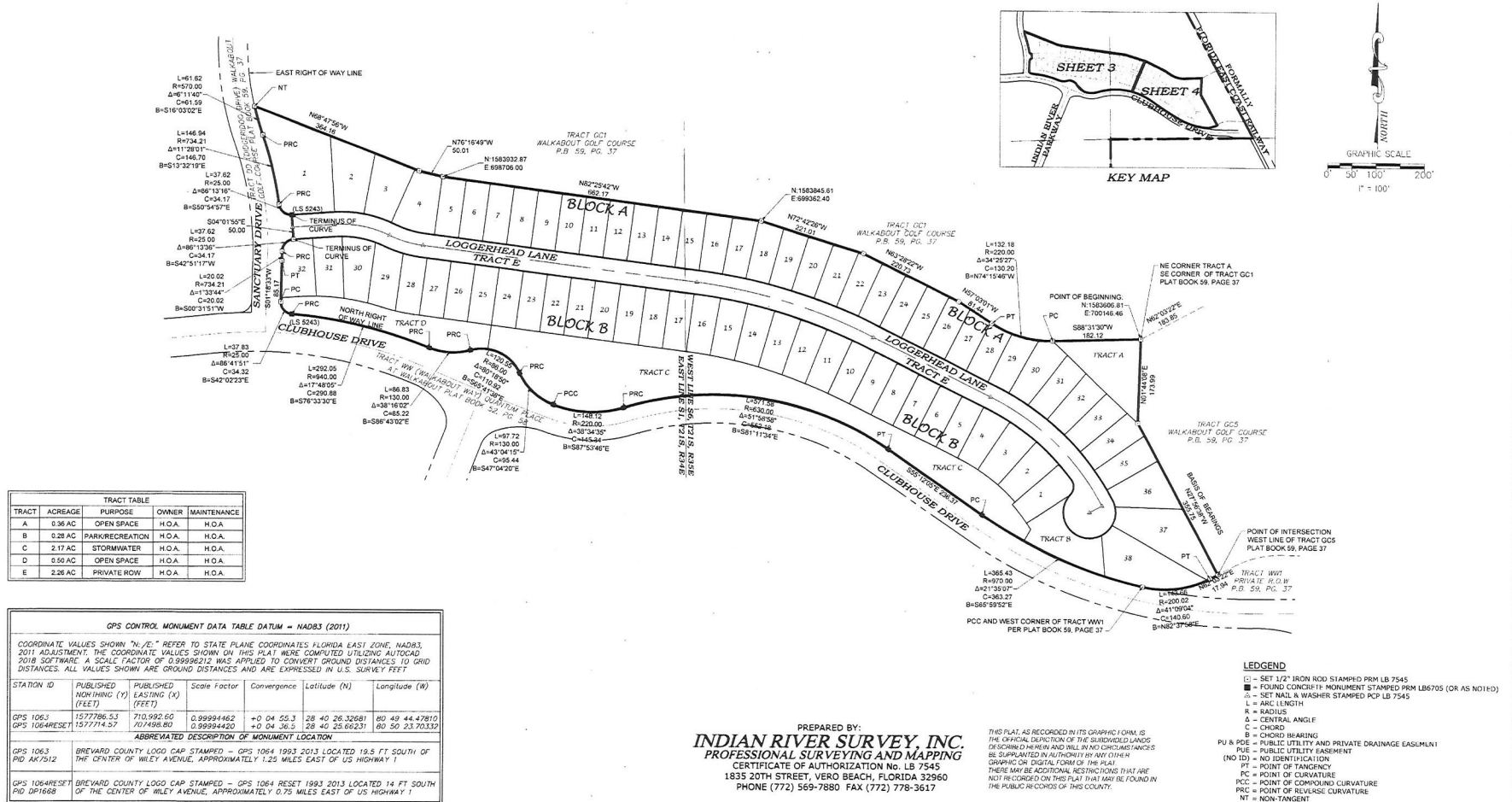
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SHEET 2 OF 4
SECTION 1 TWP. 21 S., RANGE 34 E. AND
SECTION 6 TWP. 21 S., RANGE 35 E.

DESCRIPTION: THE DUNES AT INDIAN RIVER PRESERVE (POD 15)

TRACT A (RESIDENTIAL TRACT) OF WALKABOUT GOLF COURSE PLAT, AS RECORDED IN PLAT BOOK 59, PAGE 37, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT A, THENCE AS BECAME KNOWN IN PLAT BOOK 59, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999,



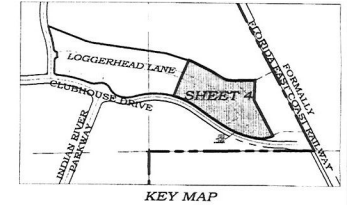
THE DUNES AT INDIAN RIVER PRESERVE (POD 15)

SECTION 1, TOWNSHIP 21 SOUTH, RANGE 34 EAST AND SECTION 6, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.

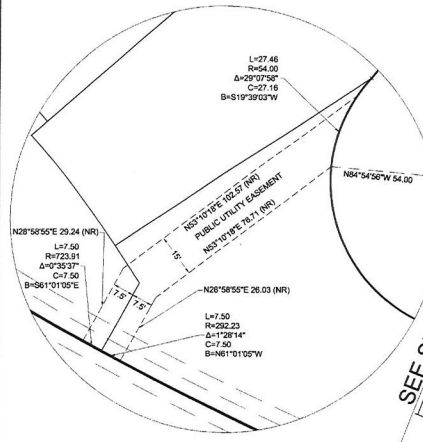
A REPLAT OF TRACT A OF WALKABOUT GOLF COURSE, AS RECORDED IN PLAT BOOK 59, PAGE 37, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PLAT BOOK PAGE

SHEET 4 OF 4
SECTION 1, TWP. 21 S., RANGE 34 E. AND
SECTION 6, TWP. 21 S., RANGE 35 E.



KEY MAP



EASEMENT
DETAIL A
SCALE
1"=20'

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD
C11	1175.00'	2°25'02"	49.51'	N69°23'10"W	49.51'
C12	1175.00'	2°23'32"	49.06'	N66°58'53"W	49.06'
C13	1175.00'	2°18'26"	47.32'	N64°37'54"W	47.31'
C14	550.00'	35°52'43"	344.41'	N45°32'19"W	338.81'
C15	550.00'	4°54'14"	47.07'	N57°55'13"W	47.08'
C16	550.00'	5°08'53"	49.42'	N52°53'40"W	49.40'
C17	550.00'	5°01'33"	48.25'	N47°42'27"W	48.23'
C18	550.00'	5°01'33"	48.25'	N42°46'53"W	48.23'
C19	550.00'	5°01'33"	48.25'	N37°45'20"W	48.23'
C20	550.00'	5°01'33"	48.25'	N32°43'46"W	48.23'
C21	550.00'	2°37'00"	25.12'	N28°54'30"W	25.12'
C22	54.00'	14°30'47"	13.68'	N20°20'34"W	13.64'
C23	54.00'	42°44'58"	40.28'	N08°17'03"E	39.35'
C24	54.00'	32°05'14"	30.24'	N45°41'54"E	29.85'
C25	54.00'	160°47'32"	151.54'	S37°51'43"E	106.49'
C26	25.00'	79°07'56"	34.53'	N02°58'04"E	31.85'
C27	500.00'	4°37'47"	40.40'	N38°54'47"W	40.39'
C28	500.00'	7°32'20"	65.79'	N44°59'51"W	65.74'
C29	500.00'	7°54'57"	69.08'	N52°43'29"W	69.02'
C30	500.00'	6°42'43"	59.30'	N60°04'49"W	59.26'
C31	1125.00'	1°48'42"	35.57'	N64°23'02"W	35.57'
C32	1125.00'	2°54'50"	57.21'	N66°44'47"W	57.21'
C39	1125.00'	19°05'39"	374.92'	N73°01'30"W	373.18'
C40	1150.00'	19°05'39"	383.25'	N73°01'30"W	381.48'
C51	1175.00'	19°05'39"	391.58'	N73°01'30"W	389.77'
C52	500.00'	26°52'47"	234.57'	N50°02'17"W	232.42'
C53	525.00'	35°52'43"	328.70'	N45°32'19"W	323.41'
C54	550.00'	35°52'43"	344.41'	N45°32'19"W	338.81'

PREPARED BY:
INDIAN RIVER SURVEY, INC.
PROFESSIONAL SURVEYING AND MAPPING
CERTIFICATE OF AUTHORIZATION No. LB 7545
1835 20TH STREET, VERO BEACH, FLORIDA 32960
PHONE (772) 569-7880 FAX (772) 778-3617

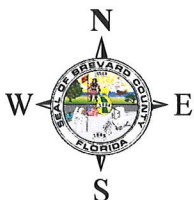
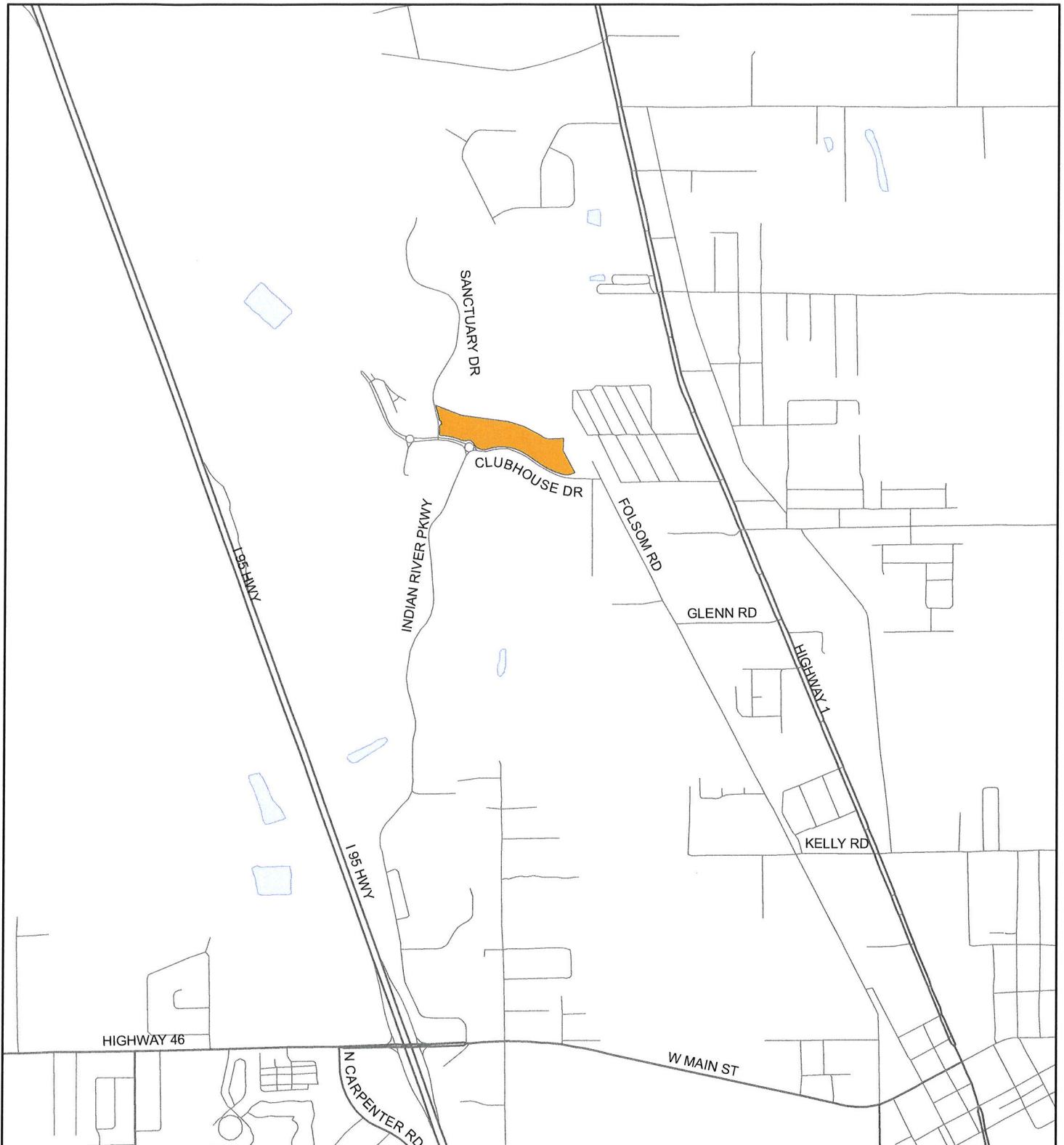
LEGEND
 □ = SET 1/2" IRON ROD STAMPED PER LB 7545
 ■ = FOUND CONCRETE MONUMENT STAMPED PER LB6705 (OR AS NOTED)
 ▲ = SET NAIL & WASHER STAMPED PCF LB 7545
 L = ARC LENGTH
 R = RADIUS
 Δ = CENTRAL ANGLE
 B = CHORD BEARING
 PU & POE = PUBLIC UTILITY AND PRIVATE DRAINAGE EASEMENT
 PUE = PUBLIC UTILITY EASEMENT
 (NO ID) = NO IDENTIFICATION

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL
 DEFINITION OF THE SURVEYED LANDS DISCLOSED HEREIN AND
 WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY
 ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
 THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT
 RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC
 RECORDS OF THIS COUNTY.

LOCATION MAP

THE DUNES at INDIAN RIVER PRESERVE (POD 15)

19SD00012



1:24,000 or 1 inch = 2,000 feet

 Subject Property

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 10/28/2019