1. CALL TO ORDER 9:00 A.M.  

2. INVOCATION  
Pastor Doug Vogt, First Church of God  

3. PLEDGE OF ALLEGIANCE  
Commissioner Gary C. Wheeler  

4. ADDITIONS/DELETIONS TO THE AGENDA / EMERGENCY ITEMS  

5. PROCLAMATIONS and PRESENTATIONS  
None  

6. APPROVAL OF MINUTES  
A. Regular Meeting of May 12, 2009
7. INFORMATIONAL ITEMS FROM STAFF OR COMMISSIONERS NOT REQUIRING BOARD ACTION

A. Appointment of Taxpayers’ Association Appointee to the Land Acquisition Advisory Committee  
   (memorandum dated June 2, 2009) ................................................................. 1-3

8. CONSENT AGENDA

A. Approval of Warrants and Wires May 22, 2009 thru May 28, 2009 
   (memorandum dated May 28, 2009) ................................................................ 4-9

B. Third Updated 2009 BCC Committee Assignments  
   (memorandum dated June 2, 2009) ................................................................. 10-13

C. Abandonment of Access Easement along C. R. 512  
   (memorandum dated May 29, 2009) ................................................................. 14-17

D. Amendment to Tower and Ground Space Lease Verizon Wireless – Gifford Water Tower  
   (memorandum dated May 29, 2009) ................................................................. 18-21

E. Property Acquisition – Tax Roll Removal & Tax Cancellation, Properties Acquired by Indian River County between March 17, 2009 and May 27, 2009  
   (memorandum dated May 27, 2009) ................................................................ 22-74

F. Mediated Settlement; Egan v. Indian River County  
   (memorandum dated June 2, 2009) ................................................................ 75-84

G. Work Order No. 4, Additional Services (Engineering/Surveying) Morgan & Eklund, Inc. – Final Pay, Release of Retainage Old Dixie Highway (North), US 1 TO 69th Street, Local Agency program (LAP) Sidewalk Improvements Project Right-of-Way Mapping (+/- 4 miles) IRC Project No. 0845  
   (memorandum dated June 1, 2009) ................................................................ 85-86

H. Dunkelberger Engineering & Testing, Inc. for 53rd Street Roadway Improvements IRC Project #0107 Release of Retainage  
   (memorandum dated May 29, 2009) ................................................................ 87-88

I. Professional Services with G. K. Environmental, Inc. for 16th Street  
   (between 66th Avenue and 74th Avenue) Roadway Improvements IRC Project No. 9920 
   (memorandum dated May 29, 2009) ................................................................ 89-92
<table>
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<td>J.</td>
<td>Civil Engineering and Land Surveying Agreement for Bridge Replacements</td>
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<td>and Widening of 66th Avenue from South of SR60 to 59th Street, Amendment No. 7,</td>
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<td>IRC Project No. 0545 (memorandum dated May 29, 2009)</td>
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<td>K.</td>
<td>Approval to Allow the Exhibition of a Photo Display on Behalf of the</td>
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<td>Children’s Home Society in the County Administration Building “B”</td>
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<td>Consideration of Neighborhood Stabilization Program (NSP) Community</td>
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<td>Development Block Grant (CDBG) Service Providers Selection Committee</td>
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<td>Recommendation for Nonprofit Housing Organizations/Governmental Agencies</td>
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<td>CNL Net Lease Funding 2001, LP, a Delaware Limited Partnership State</td>
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<td>Edward Byrne Memorial Justice Assistance Grant (JAG) Program –</td>
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<td>American Recovery and Reinvestment Act of 2009 – Grant Distribution</td>
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<td>Final Payment and Retainage Release Work Order #11, Applied Technology</td>
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<td>P.</td>
<td>Tourist Development Council 2009/2010 Budget Recommendations</td>
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<td>Lease Extension, 7135 66th Avenue – 66th Avenue Widening and</td>
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<td>Lease Extension, 8865 91st Avenue, Vero Beach, FL, CR510 Widening and</td>
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9. CONSTITUTIONAL OFFICERS and GOVERNMENTAL AGENCIES

None

10. PUBLIC ITEMS

A. PUBLIC HEARINGS
1. Ordinance Amendment to Provide Charging a Registration Fee for Sex Offenders and Predators, Career Felons and Convicted Felons (memorandum dated May 28, 2009) 158-166

Legislative

B. PUBLIC DISCUSSION ITEMS

Please give your name and address, and then give your remarks. Please try to limit your remarks to three minutes.

None

C. PUBLIC NOTICE ITEMS

1. Notice of Scheduled Public Hearing June 16, 2009
Board consideration of the approval of a plan of finance to provide capital, including the issuance from time to time by the Escambia County Housing Finance Authority, on behalf of Indian River County and other participating counties, of not exceeding $150,000,000 Single Family Mortgage Revenue Bonds (memorandum dated May 12, 2009) 167

Legislative

11. COUNTY ADMINISTRATOR MATTERS

None

12. DEPARTMENTAL MATTERS

A. Community Development
1. Consideration of Agreements for Donation of County Owned Surplus Properties to Non-Profit Housing Organizations for the Provision of Affordable Housing (memorandum dated May 28, 2009) 168-208

B. Emergency Services

None
12. DEPARTMENTAL MATTERS

C. General Services
   None

D. Human Resources
   None

E. Human Services
   None

F. Leisure Services
   None

G. Office of Management and Budget
   None

H. Recreation
   None

I. Public Works
   1. Work Order #5, Coastal Technology Corporation Inc., Sector 3 Beach Restoration Pre-construction services (memorandum dated June 1, 2009) 209-217
   2. Resolution Authorizing the Florida Department of Transportation (FDOT) to Fabricate and Install “Stan Mayfield Memorial Highway” Signs on SR-60 West of I-95 (memorandum dated June 1, 2009) 218-219

J. Utilities Services

13. COUNTY ATTORNEY MATTERS

A. Acquisition of Right-of-Way Along 66th Avenue, Gary D. Brown Revocable Trust (memorandum dated May 29, 2009) 227-243
14. COMMISSIONERS ITEMS

A. Commissioner Wesley S. Davis, Chairman
   None

B. Commissioner Joseph E. Flescher, Vice Chairman
   None

C. Commissioner Gary C. Wheeler
   None

D. Commissioner Peter D. O’Bryan
   None

E. Commissioner Bob Solari
   1. County Administrator Joe Baird, the DUI and the process going forward
      (memorandum dated June 1, 2009) ................................................................. 244

15. SPECIAL DISTRICTS AND BOARDS

A. Emergency Services District
   None

B. Solid Waste Disposal District
   None

C. Environmental Control Board
   None

16. ADJOURNMENT

Anyone who may wish to appeal any decision which may be made at this meeting will need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal will be based.

Anyone who needs a special accommodation for this meeting may contact the County’s Americans with Disabilities Act (ADA) Coordinator at (772) 226-1223 (TDD # 772-770-5215) at least 48 hours in advance of meeting.
The full agenda is available on line at the Indian River County Website at www.ircgov.com. The full agenda is also available for review in the Board of County Commission Office, the Indian River County Main Library, the IRC Courthouse Law Library, and the North County Library.

| Commission Meeting may be broadcast live by Comcast Cable Channel 27 |
| Rebroadcasts continuously with the following proposed schedule: |
| Tuesday at 6:00 p.m. until Wednesday at 6:00 a.m., |
| Wednesday at 9:00 a.m. until 5:00 p.m., |
| Thursday at 1:00 p.m. through Friday Morning, |
| and Saturday at 12:00 Noon to 5:00 p.m. |
To: Members of the Board of County Commissioners

Date: June 2, 2009

Subject: Appointment of Taxpayers' Association Appointee to the Land Acquisition Advisory Committee

From: Misty L. Horton
Commissioner Assistant, District 1

Taxpayers’ Association of Indian River County has unanimously selected Daniel C. Stump to the Taxpayer’s Association position on the Land Acquisition Advisory Committee. This position has been vacant since April 1, 2009 with the passing of James Granse, leaving a vacancy on this committee.

Mr. Stump’s term will expire in 2010.

Attachments: Taxpayers’ Association letter dated May 29, 2009
Resume of Daniel C. Stump
May 29, 2009

The Honorable Wesley Davis  
Chairman  
Indian River County Board of County Commissioners  
1801 27th Street  
Vero Beach, Florida 32960-3388  

Dear Mr. Davis,

This is a follow up to my letter dated April 13, 2009 advising you of the Taxpayers' Association of Indian River County's desire to make a recommendation for their representative to the Land Acquisition Advisory Committee.

The Board of Directors of the Taxpayers' Association of Indian River County, at the Executive Board meeting, Wednesday, May 6, 2009 unanimously selected Daniel C. Stump as their recommendation to fill the vacancy of their representative on the Land Acquisition Advisory Committee.

Mr. Stump has agreed to serve in that position if selected by the Indian River County Commission. He is available for interviews with County Commissioners if desired. Mr. Stump can be reached at 772 234-1779.

Enclosed with this letter is Mr. Stump's resume.

Thank you for your consideration.

Sincerely,

Paul A. Teresi, President  
Taxpayers' Association of Indian River County  
Enclosure
RESUME
OF
DANIEL C. STUMP

Residence: 615 Camilla Lane, Vero Beach, Fl. 32963

Law Office: 4445 N. AIA, Suite 130
Vero Beach, Fl. 32963
Telephone Number: 772-234-1779
Fax: 772-234-1791
Email: DStump0311@aol.com

Education:
B.A., Michigan State University, 1969, ECONOMICS
J.D., University of Detroit School of Law, 1973
L.L.M. (Taxation), Wayne State University Law School, 1986
CFP, American College, 1991
CLU, American College, 1992

Member of the State Bar of Michigan, 1973
Member of the Florida Bar, 1975
Real Property, Probate, and Trust Law Section;
Tax Law Section

Personal: Age 62, Married, Good Health

PROFESSIONAL EXPERIENCE

1973 - 1974 Legal Research Clerk for Circuit Court in Ingham County, Michigan

1974 - 1976 Assistant Prosecuting Attorney for Ingham County, Michigan

1977 - 1987 STUMP & STUMP, ATTORNEYS AND COUNSELORS AT LAW
3310 Bardavilla, Ste. 4
Lansing, Mich. 48906

Provided legal services concentrating in areas of
Real Estate, Estate Planning, Business Planning

1980 - 1984 Served as an elected official on the Delta
Township Board of Trustees, Eaton County, Michigan

1986 Taught Florida Court Rules at Thomas M. Cooley Law School, Lansing, Michigan

1987 Moved to Boca Raton and became licensed to sell life insurance, annuities, mutual funds

1989 Moved to Highland Beach and served on both the Town's Board of Adjustment and Charter Review Commission

1994 Resumed a full time civil law practice with emphasis in estate and tax planning and real estate closings, including the writing of title insurance. The Estate Planning involves preparation of wills and trusts, related documents and tax returns

2004 Received Certification as a mediator by the Florida Supreme Court in County-Circuit and Family.

2006-Present We moved to Vero Beach in December of 2005 and I opened my local practice in January 2006. I currently serve as Vice-Chairman of the Nineteenth Judicial Circuit Grievance Committee "B".

I currently serve as a member of the Board of Directors of the Indian River County Taxpayers Association.

I practice law full time as a sole practitioner and I specialize in estate planning, family law and real estate.
TO: HONORABLE BOARD OF COUNTY COMMISSIONERS

DATE: May 28, 2009

SUBJECT: APPROVAL OF WARRANTS AND WIRES
MAY 22, 2009 THRU MAY 28, 2009

FROM: DIANE BERNARDO- FINANCE DIRECTOR

In compliance with Chapter 136.06, Florida Statutes, all warrants issued by the Board of County Commissioners are to be recorded in the Board minutes.

Approval is requested for the attached list of warrants, issued by the Clerk to the Board, for the time period of May 22, 2009 to May 28, 2009.

Attachment:

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Members of the Board of County Commissioners

Commissioner Wesley S. Davis, District 1

June 2, 2009

THIRD UPDATED 2009 BCC COMMITTEE ASSIGNMENTS

Attached is third update to the Committee Assignments for Each Commissioner for 2009.

WSD:mlh
COMMITTEE ASSIGNMENTS FOR EACH COMMISSIONER
REVISED AS OF June 2, 2009

WESLEY S. DAVIS – DISTRICT 1

1. Agriculture Advisory Committee
2. Historic Resources Advisory Committee
3. Indian River County Canvassing Board (BCC Chairman serves)
4. Indian River Emergency Outreach Board
5. Marine Resources Council
6. Metropolitan Planning Organization
7. School Planning Elected Officials Oversight Committee (BCC Chairman serves)
8. Sebastian Watershed Action Committee
9. Southern Region Recreation Advisory Council-SJRWMD
10. St. Johns River Alliance
11. St. Johns River Water Management District Liaison
12. Tourist Development Council (Chairman)
13. Workforce Development Consortium of the Treasure Coast (BCC Chairman serves)
14. MPO Treasure Coast Transportation Council (BCC Chair serves)

JOSEPH E. FLESCHER– DISTRICT 2

1. Audit Selection Committee
2. Enterprise Zone Development Agency
3. Metropolitan Planning Organization
4. Parks and Recreation Committee
5. Southern Region Recreation Advisory Council-SJRWMD - (Alternate)
6. State Housing Initiatives Partnership (SHIP) Loan Review Committee
7. Transit Strategic Plan Advisory Committee
8. Treasure Coast Regional Planning Council (Alternate for Comm. Solari)
9. Treasure Coast Sports Commission
10. Utilities Advisory Committee
11. Value Adjustment Board (Vice Chair)
12. Workforce Development Board
13. MPO Treasure Coast Transportation Council (Vice Chair serves as Alternate)
COMMITTEE ASSIGNMENTS FOR EACH COMMISSIONER
REVISED AS OF JUNE 2, 2009

GARY C. WHEELER – DISTRICT 3

1. Community Development Block Grant Advisory Committee
2. County Public Safety Coordinating Committee
3. Emergency Services District Advisory Committee
4. Florida Association of Counties Public Safety Committee-Chairman
5. Florida Law Enforcement Accreditation Council
6. Indian River County Senior Resource Center
7. Indian River County Hospital District Planning Advisory Committee
8. Juvenile Justice Committee
9. Medical Examiner’s Budget
10. Metropolitan Planning Organization (MPO)
11. Treasure Coast Regional Planning Council (Vice Chair)
12. Value Adjustment Board (Alternate)

PETER D. O'BRYAN – DISTRICT 4

1. Beach & Shore Preservation Advisory Committee
2. Children’s Services Advisory Committee
3. Conservation Lands Advisory Committee
4. Economic Development Council
5. Economic Development Division (County Liaison)
6. Land Acquisition Advisory Committee
7. Marine Advisory Narrows Watershed Action Committee
8. Metropolitan Planning Organization (Chairman)
9. Treasure Coast Regional Planning Council (Alternate Commissioner Wheeler)
10. Value Adjustment Board (Chair)
11. MPO Treasure Coast Transportation Council (MPO Chair serves)
12. Treasure Coast Council of Local Governments
COMMITTEE ASSIGNMENTS FOR EACH COMMISSIONER
REVISED AS OF JUNE 2, 2009

BOB SOLARI – DISTRICT 5

1. Board of Trustees of the Law Library
2. Cultural Council of Indian River County
3. Florida Atlantic University Treasure Coast Advisory Committee
4. Mental Health Collaborative
5. Metropolitan Planning Organization
6. Public Library Advisory Board
7. Transportation Disadvantaged Local Coordinating Board
8. Value Adjustment Board
9. Affordable Housing Advisory Committee
10. Treasure Coast Regional Planning Council
11. Indian River Lagoon Advisory Board
12. Treasure Coast Homeless Services Council
13. 211 Advisory Committee
MEMORANDUM

TO: Board of County Commissioners
THROUGH: William G. Collins, County Attorney
FROM: William K. Debraal, Deputy County Attorney
DATE: May 29, 2009
SUBJECT: Abandonment of Access Easement along C.R. 512

Romar Subdivision is located on the north side of County Road 512 just west of the County Road 510 intersection. This commercial subdivision was platted in 1979 and consisted of four lots. When the plat was recorded, the County received a 30' by 60' access easement to Lots 2 and 3. The access easement is located where the two lots abut County Road 512. Afterwards, Lots 2, 3 and 4 were annexed into the City of Sebastian.

The location is the site of the new Burger King which is being constructed to the west of the new Sunoco gas station. In March 2008, the property owner applied to the City of Sebastian to increase the size of Lot 2 to accommodate the new Burger King. When the original plat was recorded, the ingress easement granted to the County was intended to provide for shared access to Lots 2 and 3 to reduce the number of driveways needed for the ingress and egress to the properties. Since the boundary lines have been redrawn the shared access is no longer needed and the purpose of the County's easement has been eliminated.

The owners of the Burger King parcel have asked the County to abandon its access easement. Both Engineering and Community Development staff have reviewed the request and find no reason to retain the access easement.

Staff Recommendation: Staff recommends the Board release this easement and authorize the Chairman to execute the attached Release of Easement.

c: Todd Howder, MVB
RELEASE OF EASEMENT

This Release of Easement is executed by the Board of County Commissioners of Indian River County, a political subdivision of the State of Florida ("County"), whose address is 1801 27th Street, Vero Beach, Florida 32960, to the City of Sebastian, a municipal corporation of the State of Florida, whose address is 1225 Main Street, Sebastian, Florida 32958, its successors in interest, heirs and assigns ("Owner").

WHEREAS, the County has an existing platted Access Easement across Lots 2 and 3 of ROMAR SUBDIVISION, recorded in Plat Book 10, Page 31, of the Public Records of Indian River County, Florida ("Access Easement"); and

WHEREAS, County staff has determined that the release of the Access Easement would not adversely affect the County;

NOW, THEREFORE, the County does hereby release and abandon all right, title, and interest that it may have to the area described on Exhibit “A” attached hereto and made a part hereof that was the platted Access Easement.

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name this ___ day of ______________, 2009.

Attest: J. K. Barton, Clerk

By __________________________
Deputy Clerk

INDIAN RIVER COUNTY
By its Board of County Commissioners

By __________________________
Wesley S. Davis, Chairman

Approved for form and legal sufficiency:

William K. DeBraal
Deputy County Attorney
Sketch and Description - Platted Access Easement, Lots 2 & 3, Romar S/D

DESCRIPTION

That certain Access Easement shown shown as being the South 30 feet of the West 30 feet of Lot 2, and the South 30 feet of the East 30 feet of Lot 3, ROMAR SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 10, Page 31, of the Public Records of Indian River County, Florida.

P & Z Growth Management

MAR 20 2009

Legend:

1. This is not a survey.
2. Reproduction of this sketch is not valid unless it bears the signature and original notary seal of a Florida licensed Surveyor- Mapper.

Professional Surveying & Mapping
884 Old Dixie Highway
Vero Beach, Fl 32962
(772) 567-7552
Fax: (772) 567-1751

EXHIBIT "A"
MEMORANDUM

TO: Board of County Commissioners

FROM: Marian E. Fell, Senior Assistant County Attorney

DATE: May 29, 2009

RE: Amendment to Tower and Ground Space Lease
    Verizon Wireless – Gifford Water Tower

On August 5, 1997, Indian River County entered into a Tower and Ground Space Lease ("Tower Lease") with PrimeCo Personal Communications, L.P., now known as Verizon Wireless Personal Communications d/b/a Verizon Wireless. The attached Amendment expands the leased premises by an additional 28 square feet to allow for the installation of a propane tank and associated items. The current rent is $14,409.31. As set forth in the Amendment, the annual rent will increase by $1,200 on August 1, 2009. Effective August 5, 2009, the aggregated rent will be upwardly adjusted by the 4% adjustment factor contained in the Tower Lease.

Recommended Action:

Approve the Amendment to Tower Lease with Verizon Wireless Personal Communications LP d/b/a Verizon Wireless in the form presented and authorize the Chairman to execute same.

Approved for BCC Meeting
Consent Agenda – June 9, 2009

By County Attorney
AMENDMENT TO TOWER AND GROUND SPACE LEASE

This Amendment to Tower and Ground Space Lease (the “Amendment”) is made and entered into this ____ day of ____________, 2009 by and between the Indian River County Board of County Commissioners (“Lessor”) and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless (“Lessee”).

RECITALS:

WHEREAS, Lessor and PrimeCo Personal Communications, L.P. (now known as Lessee), executed a Tower and Ground Space Lease, with a commencement date of August 5, 1997 (the “Agreement”), whereby Lessor leased to Lessee space on Lessor’s tower and floor space (collectively, the “Premises”) on Lessor’s property located at 28th Court, Vero Beach, Indian River County, Florida; and

WHEREAS, the parties hereto desire and intend to amend certain terms of the Agreement as provided herein;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Capitalized terms not defined in this Amendment shall have the same meaning as such terms have in the Agreement.

2. The Agreement is hereby amended as follows:

A. Paragraph 2 of the Agreement is amended to provide that the floor space for installation of the communication equipment described in the Agreement is hereby expanded to include an additional 4’x 7’ (28 square feet) area (the "Additional Lease Area") for Lessee’s installation of a 500 gallon maximum propane tank, as shown on Exhibit A-I attached to this Amendment and incorporated herein by reference. Lessor agrees that Lessee shall be permitted to install a propane tank on the Additional Lease Area, together with all applicable utility wires, poles, cables, conduits and pipes running from the Additional Lease Area to the Premises. Said tank will remain on the Additional Lease Area and become a part of Lessee’s communication equipment. Exhibit A of the Agreement is hereby replaced by Exhibit A-I attached hereto.

B. Under Paragraph 3 of the Agreement, the Agreement is currently in the second (2nd) 5-year extension period, which period is set to expire on August 4, 2012. There are two (2) additional, successive 5-year extension periods remaining under Paragraph 3 of the Agreement. Lessor hereby grants to Lessee two (2) additional, successive 5-year extension periods on the same terms as set forth in Paragraph 3 of the Agreement, so that as of the effective date of this Amendment, Lessee shall have four (4) additional, successive 5-year extension periods remaining under the Agreement after the current 5-year extension period.

C. Commencing on August 1, 2009, the annual rent shall increase by One Thousand Two Hundred and No/100 Dollars ($1,200.00) to reflect rental payment for the Additional Lease Area and shall increase at the same rate as annual rent increases pursuant to the Agreement.
D. Paragraph 19 of the Agreement is amended to provide that the Lessee's address for notices under the Agreement is as follows:

Lessee: Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

3. The parties hereby reaffirm their rights and obligations under the Agreement as modified by this Amendment. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first above written.

LESSOR:
INDIAN RIVER COUNTY
Board of County Commissioners
By: ____________________________
   Wesley S. Davis, Chairman
ATTEST: J. K. Barton, Clerk
By: ____________________________
   Deputy Clerk
Date Approved by BCC: ____________

APPROVED:
By: ____________________________
   Joseph A. Baird, County Administrator

LESSEE:
Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless
By: ____________________________
   Name: Hans F. Leutenegger
Title: Area Vice President Network
Date: 5/20/09

WITNESSES:
Print Name: Jean M. Musa
Print Name: Catharine Lawson

Approved as to form and legal sufficiency:
By: ____________________________
   Marian E. Fell, Senior Assistant County Attorney
MEMORANDUM

To: Board of County Commissioners
From: R. Keller, CLA, Legal Assistant
Through: Marian E. Fell, Senior Assistant County Attorney
Date: May 27, 2009
Re: Property Acquisition – Tax Roll Removal & Tax Cancellation

Properties Acquired by Indian River County between March 17, 2009 and May 27, 2009

Pursuant to Section 196.28, Florida Statutes, the Board of County Commissioners may cancel and discharge any liens for taxes owed on properties it acquires as long as the properties were acquired for public purpose. Such cancellation is accomplished by resolution of the Board of County Commissioners.

Requested Action:

Authorize the Chairman to sign the attached resolutions canceling any remaining outstanding taxes on the parcels that were acquired by the County and the Clerk to send a Certified Copy of same to the Tax Collector so that any current taxes may be canceled.

Attachments: 10 Resolutions with Deeds/Exhibits

Approved for Consent Agenda
BCC Meeting – June 9, 2009

By
County Attorney
RESOLUTION NO. 2009-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, CANCELLING TAXES UPON PUBLICLY OWNED LANDS, PURSUANT TO SECTION 196.28, FLORIDA STATUTES.

WHEREAS, Section 196.28, Florida Statutes, allows the Board of County Commissioners of each County to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the county or the state, upon lands heretofore or hereafter conveyed to or acquired by any agency, governmental subdivision, or municipality of the state, or the United States, for road purposes, defense purposes, recreation, reforestation, or other public use; and

WHEREAS, such cancellation must be by resolution of the Board of County Commissioners, duly adopted and entered upon its minutes properly describing such lands and setting forth the public use to which the same are or will be devoted; and

WHEREAS, upon receipt of a certified copy of such resolution, proper officials of the county and of the state are authorized, empowered, and directed to make proper entries upon the records to accomplish such cancellation and to do all things necessary to carry out the provisions of Section 196.28, Florida Statutes:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that:

• Pursuant to the authority of Section 196.28, Florida Statutes, any and all liens for taxes, delinquent or current held or owned by Indian River County, against the property described in the Warranty Deed recorded in OR Book 2327, Page 1368 (the "Deed"), attached hereto and incorporated herein by this reference, are hereby canceled.

• The property set forth on the Deed was recently acquired by Indian River County to obtain the ultimate right-of-way for 66th Avenue.

• The Clerk to the Board of County Commissioners is hereby directed to send a certified copy of this resolution to the Tax Collector.

The resolution was moved for adoption by Commissioner ________________________, and the motion was seconded by Commissioner ________________________, and, upon being put to a vote, the vote was as follows:

Chairman Wesley S. Davis
Vice Chairman Joseph E. Flescher
Commissioner Peter D. O'Bryan
Commissioner Gary C. Wheeler
Commissioner Bob Solari

The Chairman thereupon declared the resolution duly passed and adopted this ___ day of June, 2009.

Attest: J. K. Barton, Clerk

By: ____________

Deputy Clerk

Approved as to form and legal sufficiency:

By: Marian E. Fell
Senior Assistant County Attorney

INDIAN RIVER COUNTY, FLORIDA

By: ____________________________

Wesley S. Davis, Chairman

NO TAX CERTIFICATES OUTSTANDING
STATUTORY WARRANTY DEED

THIS INDENTURE, made this 27th day of February, 2009, between CHERRY LANE CATTLE, LLC, whose address is 1765 Commerce Avenue, Vero Beach, FL 32960, GRANTOR, and INDIAN RIVER COUNTY, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL 32960, GRANTEE,

WITNESSETH THAT: GRANTOR, for and in consideration of the sum of Forty-Seven Thousand Seven Hundred Thirty-Three and 54/100 Dollars for the Land and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the GRANTEE, and GRANTEE'S successors and assigns forever, the following described land, situate, lying, and being in Indian River County, Florida:

SEE EXHIBITS "A" ATTACHED HERETO AND MADE A PART HEREOF

AND GRANTOR does hereby fully warrant the title to the land set forth on Exhibit "A," and will defend the same against the lawful claims of all persons whomsoever.

Signed in the presence of:

Vickie L. Mediate
Witness
printed name: Vickie L. Mediate

Russell Payne
Managing Member
printed name: Boffy K. Payne

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 27th day of February 2009, by Russell Payne, Managing Member of CHERRY LANE CATTLE, LLC, a Florida limited liability company. He is personally known to me or produced as identification.

Notary Public:
Attain stamped seal with printed name, commission # & expiration date:

ELLIOT SMITH
MAY COMMISSION # D0-00085
EXPIRES: September 22, 2012
Boke with This Notary Public Underlined
LEGAL DESCRIPTION: PARCEL 153

A PARCEL OF LAND BEING THE NORTH 50.00 FEET OF THE SOUTH 80.00 FEET OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2200, PAGE 159 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, LYING WITHIN TRACT 7, INDIAN RIVER FARMS COMPANY PLAT OF LANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS, SAINT LUCIE COUNTY, FLORIDA, ALL SAID LANDS LYING WITHIN SECTION 31, TOWNSHIP 39 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA.

CONTAINING 3,000 SQUARE FEET, MORE OR LESS.

BEARING BASED ON THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 39 SOUTH, RANGE 32 EAST WHICH BEARS NORTH 89° 39' 03" WEST WITH ALL BEARINGS SHOWN HEREON BEING RELATIVE THERETO.

CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND ATTACHED SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE SURVEYING STANDARDS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS LEGAL DESCRIPTION AND SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

PERRY C. WHITE
PROFESSIONAL LAND SURVEYOR AND MAPPER
LICENSE NO. 4213, STATE OF FLORIDA
DATE: 9/4/07

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON. NOTICE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.
SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

LEGEND:
Q = BASELINE
IRFC = INDIAN RIVER FARMS COMPANY
L = LEFT
O.R.B. = OFFICIAL RECORDS BOOK
P.S. = PLAT BOOK
PG. = PAGE
R = RIGHT
R/W = RIGHT-OF-WAY
STA. = STATION
S.L.C.R. = ST. LUCIE COUNTY RECORDS

TRACT 7
P.B. 2, PG. 25, S.L.C.R.

A PORTION OF TRACT 7
P.B. 2, PG. 25, S.L.C.R.
ADDRESS: 6650 33RD STREET
VERO BEACH, FL. 32968
PID-3269531600010076000055.0
O.R.B. 2260, PG. 158

WEST LINE OF
EAST 10 ACRES OF
TRACT 7

SOUTH-LINE OF
TRACT 7

NORTH LINE OF THE NORTHEAST
60' SUB-LATERAL "A-4" CANAL
INDIAN RIVER FARMS CO. PLAT OF LANDS
"P.B. 2, PG. 25, S.L.C.R.

TRACT 8
P.B. 2, PG.25, S.L.C.R.

EXISTING 50' R/W
O.R.B. 1727/1383

INDIAN RIVER FARMS CO.
PLAT OF LANDS

360°30'03"E
60.00'

STA: 392+11.4
OFFSET: 50.00 L

SOUTH-LINE OF THE NORTHEAST
ONE-QUARTER OF SECTION 31-39-32

ARCADIS
ARCADIS U.S., INC.
2011 N. Federal Hwy
Vero Beach, Florida 32963
Tel: (772) 567-7329 Fax: (772) 567-7351

OWNER:
CHERRY LANE CATTLE, LLC

ADDITIONAL R/W
PROJECT NUMBER
KPO01053
SHRINE NUMBER
18588D153

ARCHITECT:
C.G. 2012
LEGAL DESCRIPTION: PARCEL 154

A PARCEL OF LAND BEING THE NORTH 50.00 FEET OF THE SOUTH 80.00 FEET OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2200, PAGE 159 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, LYING WITHIN TRACT 7, INDIAN RIVER FARMS COMPANY PLAT OF LANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS, SAINT LUCIE COUNTY, FLORIDA, ALL SAID LANDS LYING WITHIN SECTION 31, TOWNSHIP 32 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA.

CONTAINING 0.310 ACRES, MORE OR LESS.

BEARING BASED ON THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 39 SOUTH, RANGE 32 EAST WHICH BEARS NORTH 89°39'03" WEST WITH ALL BEARINGS SHOWN HEREON BEING RELATIVE THERETO.

CERTIFICATION:
I HEREBY CERTIFY THAT THE DESCRIPTION AND ATTACHED SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE SURVEYING STANDARDS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS LEGAL DESCRIPTION AND SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON. NOTE: LANDS SHOWN HEREON HERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

ARCADIS U.S., INC.
10535D154
LEGAL DESCRIPTION: PARCEL 155

A PARCEL OF LAND BEING THE NORTH 50.00 FEET OF THE SOUTH 50.00 FEET OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2200, PAGE 157 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, LYING WITHIN TRACT 7, INDIAN RIVER FARMS COMPANY PLAT OF LANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS, SAINT LUCIE COUNTY, FLORIDA, ALL SAID LANDS LYING WITHIN SECTION 31, TOWNSHIP 32 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA.

CONTAINING 0.309 ACRES, MORE OR LESS.

BEARING BASED ON THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 39 SOUTH, RANGE 32 EAST WHICH BEARS NORTH 89°39'03" WEST WITH ALL BEARINGS SHOWN HEREON BEING RELATIVE THERETO.

CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND ATTACHED SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE SURVEYING STANDARDS, CHAPTER 81G17-6, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, UNLESS IT BEARSTHE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS LEGAL DESCRIPTION AND SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

PERRY C. WHITE
PROFESSIONAL LAND SURVEYOR AND MAPPER
LICENSE NO. 4213, STATE OF FLORIDA
DATE: 9/4/07

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON. NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

OWNER:
CHERRY LANE CATTLE, LLC
LEGAL DESCRIPTION: PARCEL 170

A PARCEL OF LAND BEING THE NORTH 50.00 FEET OF THE SOUTH 80.00 FEET OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" RECORDED IN OFFICIAL RECORDS BOOK 2200, PAGE 157 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, LYING WITHIN TRACT 7, INDIAN RIVER FARMS COMPANY Plat OF LANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS, SAINT LUCIE COUNTY, FLORIDA, ALL SAID LANDS LYING WITHIN SECTION 31, TOWNSHIP 32 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA.

CONTAINING 3,008 SQUARE FEET, MORE OR LESS.

BEARING BASED ON THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 39 SOUTH, RANGE 32 EAST WHICH BEARS NORTH 68°39'03" WEST WITH ALL BEARINGS SHOWN HEREOON BEING RELATIVE THERETO.

CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND ATTACHED SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE SURVEYING STANDARDS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS LEGAL DESCRIPTION AND SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

PERRY D. WHITE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. 6213, STATE OF FLORIDA
DATE: 12/19/08

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON. NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

ARCADIS
ARCADIS U.S., INC.
3101 Vista Parkway
Vista, California 92083

PROJECT MANAGER: [Name]
SURVEY MANAGER: [Name]
CHECKED BY: [Name]

DATE: 12/19/08

ADDITIONAL R/W: [Details]
PROJECT NUMBER: [Details]
DRAWING NUMBER: [Details]

SHEET 1 OF 2

1058SD170
SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

LEGEND:
@ - BASELINE
IRFC - INDIAN RIVER FARMS COMPANY
L - LEFT
O.R.B. - OFFICIAL RECORDS BOOK
P.B. - PLAT BOOK
PG. - PAGE
R - RIGHT
R/W - RIGHT-OF-WAY
STA. - STATION
S.L.C.R. - ST. LUCIE COUNTY RECORDS

TRACT 7, SECTION 31
P.B. 2, PG. 25,
S.L.C.R.

A PORTION OF TRACT 7
P.B. 2, PG. 25, S.L.C.R.
ADDRESS: 33RD STREET
VERO BEACH, FL, 32966

PID-32383199001807060004.0
O.R.B. 2200, PG. 157

S9°39'03"E
50.00'

STA: 385+00
OFFSET: 50.00' L

N0°23'18"E
50.00'

STA: 386+11.85
OFFSET: 50.00' L

59°39'03"W
60.00'

STA: 386+72.01
OFFSET: 0.00' L

60' SUB-LATERAL "A-4" CANAL
INDIAN RIVER FARMS CO. PLAT OF LANDS
P.B. 2, PG. 25, S.L.C.R.

SOUTH LINE OF TRACT 7
SOUTH LINE OF THE NORTHEAST
ONE-QUARTER OF SECTION 31-39-32
(BASIS OF BEARING)

OWNER:
CHERRY LANE CATTLE, LLC

ARCADIS
ARCADIS U.S.A., INC.
501 North Prince Street
Suite 300
Harrisburg, PA 17101
Phone: (717) 232-5000
Fax: (717) 232-5025
www.arcadisusa.com

PROJECT MANAGER: 10593SD176
SHEET 2 OF 2
RESOLUTION NO. 2009-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, CANCELING TAXES UPON PUBLICLY OWNED LANDS, PURSUANT TO SECTION 196.28, FLORIDA STATUTES.

WHEREAS, Section 196.28, Florida Statutes, allows the Board of County Commissioners of each County to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the county or the state, upon lands heretofore or hereafter conveyed to or acquired by any agency, governmental subdivision, or municipality of the state, or the United States, for road purposes, defense purposes, recreation, reforestation, or other public use; and

WHEREAS, such cancellation must be by resolution of the Board of County Commissioners, duly adopted and entered upon its minutes properly describing such lands and setting forth the public use to which the same are or will be devoted; and

WHEREAS, upon receipt of a certified copy of such resolution, proper officials of the county and of the state are authorized, empowered, and directed to make proper entries upon the records to accomplish such cancellation and to do all things necessary to carry out the provisions of Section 196.28, Florida Statutes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that:

• Pursuant to the authority of Section 196.28, Florida Statutes, any and all liens for taxes, delinquent or current held or owned by Indian River County, against the property described in the Warranty Deed recorded in OR Book 2330, Page 774 (the “Deed”), attached hereto and incorporated herein by this reference, are hereby canceled.

• The property set forth on the Deed was recently acquired by Indian River County to obtain the ultimate right-of-way for 73rd Street.

• The Clerk to the Board of County Commissioners is hereby directed to send a certified copy of this resolution to the Tax Collector.

The resolution was moved for adoption by Commissioner ________________, and the motion was seconded by Commissioner ________________, and, upon being put to a vote, the vote was as follows:

Chairman Wesley S. Davis
Vice Chairman Joseph E. Flescher
Commissioner Peter D. O'Bryan
Commissioner Gary C. Wheeler
Commissioner Bob Solari

The Chairman thereupon declared the resolution duly passed and adopted this ___ day of June, 2009.

Attest: J. K. Barton, Clerk

By: ____________________________
Deputy Clerk

Approved as to form and legal sufficiency

By: ____________________________
Marian E. Fell
Senior Assistant County Attorney

NO TAX CERTIFICATES OUTSTANDING
SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed this 2nd day of January, 2008 by VERO GROVE LAND GROUP LLC, a Florida limited liability company, whose address is 12300 Alternate A1A, #111, Palm Beach Gardens, FL 33410 ("Grantor") in favor of INDIAN RIVER COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 1840 25th Street, Vero Beach, FL 32960 ("Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt and adequacy of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto Grantee, all that certain land situate lying and being in the County of Indian River, State of Florida, and more particularly described as follows:

See EXHIBIT A attached hereto and made a part hereof (the "Property").

Subject to:

(1) General and special taxes or assessments for the year 2008 and subsequent years;
(2) Conditions, limitations, easements, restrictions, reservations, covenants and other matters of record, if any, without intent to reimpose or reinstate same hereby;
(3) Applicable zoning ordinances, codes, rules and regulations; and
(4) Any matters which would be disclosed by a current and accurate survey or by a current physical inspection of the Property.

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and
convey the Property, and Grantor hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

BY ITS ACCEPTANCE HEREOF, Grantee on behalf of itself, and its successors acknowledges and agrees that the Property is being conveyed by Grantor "as is, where is with all faults" and without any representations or warranties whatsoever. Accordingly, the acceptance hereof shall constitute a full and complete waiver and release by or on behalf of such parties of any and all claims, damages or liabilities against or of Grantor and all of their respective employees, officers, directors, shareholders, parents, subsidiaries, affiliates, managers, agents, predecessors, successors and assigns now accrued or hereafter to accrue, arising from or related to the Property.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

GRANTOR:

VERO GROVE LAND GROUP LLC, a Florida limited liability company

By:

Name: Josh Simon
Title: 

WITNESS:

Name: Tod Money

Name: Christie Simon
STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing Deed was acknowledged before me this 2nd day of June, 2006, by John Simon, as owner thereof of VERO GROVE LAND GROUP LLC, a Florida limited liability company, on behalf of the company, who [ ] is personally known to me, or [ ] has produced Florida's driver's license as identification.

S550-421-74-455-0

(Notary Seal)

[EXHIBIT A FOLLOWS]
DESCRIPTION OF SKETCH
30' WIDE RIGHT OF WAY DEDICATION

LEGAL DESCRIPTION: 30' WIDE RIGHT OF WAY DEDICATION
THAT PORTION OF GOVERNMENT LOT 3, SECTION 3, TOWNSHIP 32
SOUTH, RANGE 39 EAST BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 2,
SECTION 3, TOWNSHIP 32 SOUTH, RANGE 39 EAST; ALSO KNOWN AS
THE CENTER OF SECTION 3 TOWNSHIP 32 SOUTH, RANGE 39 EAST;
RUN N00°06'49"E ALONG WEST LINE OF SAID LOT 2 AND EAST LINE
OF OAK ISLAND SUBDIVISION AS RECORDED IN PLAT BOOK 15 PAGE
38A A DISTANCE OF 30.00 FEET; THENCE DEPARTING WEST LINE OF
GOVERNMENT LOT 2 RUN N89°43'48"E A DISTANCE OF 330.00 FEET TO
THE WEST LINE OF LOT 1, COPELANDS LANDING SUBDIVISION, PHASE 1
AS RECORDED IN PLAT BOOK 13, PAGE 22A; THENCE S00°06'49"W A
DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF GOVERNMENT LOT 2
AND THE NORTH RIGHT OF WAY LINE OF 73RD STREET; THENCE
S89°43'48"W ALONG THE SOUTH LINE OF GOVERNMENT LOT 2 AND THE
NORTH RIGHT OF WAY LINE OF 73RD STREET A DISTANCE OF 330.00
FEET TO THE POINT OF BEGINNING,
SAID LAND LYING AND BEING IN INDIAN RIVER COUNTY AND
CONTAINING 9900 SQ. FT OR 0.23 ACRES MORE OR LESS.

EXHIBIT "A"

BUCCANEER
DEVELOPMENT

RECON LAND SURVEYING, INC.
CONSULTING SURVEYORS AND PLANNERS
1377 S. PATRIOT DRIVE, SUITE 314
SATELLITE BEACH, FLORIDA 32937
(321) 264-7294 (321) 773-1608
(712) 604-3382 Fax No 7457
RECON@REINAL.COM
Data For Parcel 32390300000002000001.0

Base Data

Parcel: 32390300000002000001.0
Owner: VERO GROVE LAND GROUP LLC
Site Address: 3480 73RD ST, VERO BEACH, FL 32967

[+] Map this property.

Mailing Address

Address: 26401 EMERY RD #102
City State Zip: CLEVELAND, OH 44128-5775

Property Information

Tax Code: 0100 - SINGLE FAMILY
Property Use: IMPROVED
Neighborhood: CLEVELAND, OH
Real Appraiser & Date: RF - ROB "B" FOX - 2/7/2005

Legal Description -- Click here for full legal description

Secondary Owners

No additional owners found.

Photos

[+] Click to enlarge.

Report Discrepancy

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RESOLUTION NO. 2009—

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, CANCELING TAXES UPON PUBLICLY OWNED LANDS, PURSUANT TO SECTION 196.28, FLORIDA STATUTES.

WHEREAS, Section 196.28, Florida Statutes, allows the Board of County Commissioners of each County to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the county or the state, upon lands heretofore or hereafter conveyed to or acquired by any agency, governmental subdivision, or municipality of the state, or the United States, for road purposes, defense purposes, recreation, reforestation, or other public use; and

WHEREAS, such cancellation must be by resolution of the Board of County Commissioners, duly adopted and entered upon its minutes properly describing such lands and setting forth the public use to which the same are or will be devoted; and

WHEREAS, upon receipt of a certified copy of such resolution, proper officials of the county and of the state are authorized, empowered, and directed to make proper entries upon the records to accomplish such cancellation and to do all things necessary to carry out the provisions of Section 196.28, Florida Statutes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that:

- Pursuant to the authority of Section 196.28, Florida Statutes, any and all liens for taxes, delinquent or current held or owned by Indian River County, against the property described in the Warranty Deed recorded in OR Book 2330, Page 2287 (the “Deed”), attached hereto and incorporated herein by this reference, are hereby canceled.

- The property set forth on the Deed was recently acquired by Indian River County to obtain the ultimate right-of-way for 49th Street and 66th Avenue.

- The Clerk to the Board of County Commissioners is hereby directed to send a certified copy of this resolution to the Tax Collector.

The resolution was moved for adoption by Commissioner ________________, and the motion was seconded by Commissioner ________________, and, upon being put to a vote, the vote was as follows:

Chairman Wesley S. Davis
Vice Chairman Joseph E. Flescher
Commissioner Peter D. O’Bryan
Commissioner Gary C. Wheeler
Commissioner Bob Solari

The Chairman thereupon declared the resolution duly passed and adopted this ___ day of June, 2009.

Attest: J. K. Barton, Clerk

By: __________________________

Deputy Clerk

Approved as to form and legal sufficiency:

[Signature]

Marian E. Fett
Senior Assistant County Attorney

INDIAN RIVER COUNTY, FLORIDA

By __________________________

Wesley S. Davis, Chairman

NO TAX CERTIFICATES OUTSTANDING
STATUTORY WARRANTY DEED

THIS INDENTURE, made this 23rd day of March, 2009, between BRIAN MURPHY, 6770 49th Street, Vero Beach, FL 32967, GRANTOR, and INDIAN RIVER COUNTY, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL 32960, GRANTEE,

WITNESSETH THAT: GRANTOR, for and in consideration of the sum of Six Thousand Five Hundred Twenty and 50/100 Dollars and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the GRANTEE, and GRANTEE's successors and assigns forever, the following described land, situate, lying, and being in Indian River County, Florida:

SEE EXHIBITS "A" ATTACHED HERETO AND MADE A PART HEREOF

AND GRANTOR does hereby fully warrant the title to the land set forth on Exhibit "A" and will defend the same against the lawful claims of all persons whomsoever.

Signed in the presence of:

[Signatures]

Witneses

[Signatures]

Witneses

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 23rd day of March, 2009, by BRIAN MURPHY, who is personally known to me or produced as identification.

[Stamp]
LEGAL DESCRIPTION: PARCEL 139

A PARCEL OF LAND BEING THE SOUTH 20.00 FEET OF PARCEL 3 SHOWN ON THE "Roux" AFFIDAVIT OF EXEMPTION AS RECORDED IN OFFICIAL RECORDS BOOK 1632, PAGE 2161 OF THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA, LYING WITHIN TRACT 8, INDIAN RIVER FARMS CO., PLAT OF LANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS, SAINT LUCIE COUNTY, FLORIDA, ALL SAID LANDS LYING WITHIN SECTION 18, TOWNSHIP 32 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA.

CONTAINING 0.098 ACRES, MORE OR LESS.

SAID PARCEL OF LAND LYING WITHIN THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1971, PAGE 788, PUBLIC RECORDS, INDIAN RIVER COUNTY, FLORIDA.

EXHIBIT "A"

CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND ATTACHED SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE SURVEYING STANDARDS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES; AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. UNLESS IT Bears THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS LEGAL DESCRIPTION AND SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

PERRY C. WHITE
PROFESSIONAL LAND SURVEYOR AND MAPPER
LICENSE NO. 4213, STATE OF FLORIDA

DATE: 03/28/07
LEGAL DESCRIPTION: Parcel 140

A parcel of land being the south 20.00 feet of Parcel 1 shown on the "ROUX" AFFIDAVIT OF EXEMPTION as recorded in Official Records Book 1632, Page 2161 of the Public Records of Saint Lucie County, Florida, lying within Tract 8, Indian River Farms Co.Plat of Lands, according to the plat thereof, as recorded in Plat Book 2, Page 25, Public Records, Saint Lucie County, Florida, all said lands lying within Section 19, Township 32 South, Range 39 East, Indian River County, Florida.

Containing 0.028 acres, more or less.


EXHIBIT "A"

CERTIFICATION:

I hereby certify that the description and attached sketch of description were prepared in accordance with the Surveying Standards, Chapter 61G17-6, Florida Administrative Code, as set forth by the Florida Board of Professional Surveyors & Mappers, pursuant to Section 472.027, Florida Statutes, and is true and correct to the best of my knowledge and belief. Unless it bears the signature and the original raised seal of a Florida Licensed Surveyor and Mapper, this legal description and sketch is for informational purposes only and is not valid.

PERRY C. WHITE
Professional Land Surveyor and Mapper
License No. 4213, State of Florida
Date: 03/29/07

NOTE: This is not a sketch of survey, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon. Note: Lands shown hereon were not abstracted for restrictions, rights-of-way and easements of record.

ARCADIS

ARcadis U.S., Inc.

2011 Vista Parkway
West Palm Beach, Florida 33411

Tel: (561) 681-7000 Fax: (561) 681-7761
www.arcadis.com

PROJECT MANAGER: 1A
DEPARTMENT MANAGER: 1A
ISSUED DATE: 03/29/07
DRAWN BY: 1A

ADDITIONAL R/W
PROJECT NUMBER: 1A
DRAWING NUMBER: 105302140

SHEET 1 OF 2
RESOLUTION NO. 2009-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, CANCELING TAXES UPON PUBLICLY OWNED LANDS, PURSUANT TO SECTION 196.28, FLORIDA STATUTES.

WHEREAS, Section 196.28, Florida Statutes, allows the Board of County Commissioners of each County to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the county or the state, upon lands heretofore or hereafter conveyed to or acquired by any agency, governmental subdivision, or municipality of the state, or the United States, for road purposes, defense purposes, recreation, reforestation, or other public use; and

WHEREAS, such cancellation must be by resolution of the Board of County Commissioners, duly adopted and entered upon its minutes properly describing such lands and setting forth the public use to which the same are or will be devoted; and

WHEREAS, upon receipt of a certified copy of such resolution, proper officials of the county and of the state are authorized, empowered, and directed to make proper entries upon the records to accomplish such cancellation and to do all things necessary to carry out the provisions of Section 196.28, Florida Statutes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that:

• Pursuant to the authority of Section 196.28, Florida Statutes, any and all liens for taxes, delinquent or current held or owned by Indian River County, against the property described in the Warranty Deed recorded in OR Book 2330, Page 2292 (the "Deed"), attached hereto and incorporated herein by this reference, are hereby canceled.

• The property set forth on the Deed was recently acquired by Indian River County to obtain the ultimate right-of-way for CR 510 (85th Street).

• The Clerk to the Board of County Commissioners is hereby directed to send a certified copy of this resolution to the Tax Collector.

The resolution was moved for adoption by Commissioner ______________________, and the motion was seconded by Commissioner ___________, and, upon being put to a vote, the vote was as follows:

Chairman Wesley S. Davis
Vice Chairman Joseph E. Flescher
Commissioner Peter D. O'Bryan
Commissioner Gary C. Wheeler
Commissioner Bob Solari

The Chairman thereupon declared the resolution duly passed and adopted this ___ day of June, 2009.

INDIAN RIVER COUNTY, FLORIDA

Attest: J. K. Barton, Clerk

By: ____________________________________________
Deputy Clerk

Approved as to form and legal sufficiency

By: Marian E. Fell
Senior Assistant County Attorney

Wesley S. Davis, Chairman

NO TAX CERTIFICATES
OUTSTANDING

46
STATUTORY WARRANTY DEED

THIS INDENTURE, made this 27 day of March, 2009, between STEVEN JONES and LINDA MARIE JONES, husband and wife, whose address is 3060 Peachtree Street, SW, Vero Beach, FL 32968, GRANTOR, and INDIAN RIVER COUNTY, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL 32960, GRANTEE,

WITNESSETH THAT: GRANTOR, for and in consideration of the sum of Two Thousand Seven Hundred Twelve and 51/100 Dollars and other good and valuable consideration to GRANTOR in hand paid by GRANTEE; the receipt of which is hereby acknowledged, has granted, bargained, and sold to the GRANTEE, and GRANTEE’S successors and assigns forever, the following described land, situate, lying, and being in Indian River County, Florida:

SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF

AND GRANTOR does hereby fully warrant the title to the land set forth on Exhibit “A” and will defend the same against the lawful claims of all persons whomsoever.

Signed in the presence of:

Lea R. Keller

Witness to both

printed name: Lea R. Keller

Sandra L. Wright

Witness to both

printed name: Sandra L. Wright

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me this 27 day of March, 2009, by STEVEN JONES and LINDA MARIE JONES, husband and wife, who are personally known to me or produced Drivers license as identification.

sign

NOTARY PUBLIC

Lee R. Keller

My Commission DD782575
Expires 05/15/2012
EXHIBIT A

PARCEL 109

313836000010000005,0

BEING A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 36, TOWNSHIP 31 SOUTH, RANGE 36 EAST, INDIAN RIVER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMING TO AT THE NORTH EAST CORNER OF SECTION 36, TOWNSHIP 31 SOUTH, RANGE 36 EAST; THENCE ALONG THE NORTH LINE OF SAID SECTION 36, NORTH 89°32'15" WEST A DISTANCE OF 1329.15 FEET TO A POINT AT THE NORTH EAST CORNER OF THE NORTHWEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 36, TOWNSHIP 31 SOUTH, RANGE 36 EAST (BEARING IS BASED ON SAID NORTH LINE OF SECTION 36 AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO); THENCE SOUTH 00°11'00" WEST, WITH THE WEST LINE OF SAID NORTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 36, A DISTANCE OF 40.00 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WABASSO ROAD; THENCE NORTH 89°32'15" WEST A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°32'15" WEST A DISTANCE OF 127.21 FEET; THENCE SOUTH 00°11'00" WEST, WITH THE WEST LINE OF THE EAST 10 ACRES OF THE NORTHWEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 36, TOWNSHIP 31 SOUTH, RANGE 36, A DISTANCE OF 18.00 FEET TO A POINT; THENCE SOUTH 89°32'15" EAST A DISTANCE OF 127.21 FEET TO A POINT; THENCE NORTH 00°11'00" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 2290 SQUARE FEET OR 0.053 ACRES, MORE OR LESS.

ABBREVIATIONS & LEGEND

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
O.R.B. OFFICIAL RECORD BOOK
E.XIST. EXISTING
SEC. SECTION
@ BASELINE
FD FOUND
PI. POINT OF INTERSECTION
STA STATION
C.R. COUNTY ROAD
COR. CORNER

NOT A SURVEY

INDIAN RIVER COUNTY
RIGHT OF WAY MAPPING

RIGHT OF WAY PARCEL SKETCH

PARCEL 109
COUNTY ROAD 510

G. MARTIN BURDETT, P.S.W. 4136 DATE:
NOT VALID WITHOUT THE SIGNATURE AND
RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR & MAPPER

EXTERNAL IMPROVEMENT FUND

IN TRUSTEE OF THE
INTERNAL IMPROVEMENT FUND

PG PAGE
LT. LEFT
RT. RIGHT
SF. SQUARE FEET
R/W RIGHT OF WAY
ACS. ACRES
DELTA

K. M. BURDETT & ASSOCIATES, INC.
VERO BEACH, FL

48
NOT A SURVEY

INDIAN RIVER COUNTY
RIGHT OF WAY PARCEL SKETCH

RIGHT OF WAY PARCEL SKETCH

PARCEL 109
COUNTY ROAD 510

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<tr>
<td>Description</td>
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<td>County Road 510</td>
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NOT TO SCALE

DIMENSIONS

SECT. 36-31-38
2.698.87'

SECT. 32-31-38
2.636.41'

SECTION 36
TOWNSHIP 11 SOUTH
RANGE 31 EAST

S.E. CORNER
SEC. 36-31-38

NORTH LINE IN COMPLIANCE
WITH SOUTH LINE IN COMPLIANCE
WITH EASTERLY LINE IN COMPLIANCE
WITH WESTERLY LINE IN COMPLIANCE

35.62'

30'

200'

2.636.41'

2.698.87'

D.B. RES. NORTH OF ON SI 2
III BOE' EAS. OF JUPNT CURT

SHEET 2 OF 3
RESOLUTION NO. 2009-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, CANCELING TAXES UPON PUBLICLY OWNED LANDS, PURSUANT TO SECTION 196.28, FLORIDA STATUTES.

WHEREAS, Section 196.28, Florida Statutes, allows the Board of County Commissioners of each County to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the county or the state, upon lands heretofore or hereafter conveyed to or acquired by any agency, governmental subdivision, or municipality of the state, or the United States, for road purposes, defense purposes, recreation, reforestation, or other public use; and

WHEREAS, such cancellation must be by resolution of the Board of County Commissioners, duly adopted and entered upon its minutes properly describing such lands and setting forth the public use to which the same are or will be devoted; and

WHEREAS, upon receipt of a certified copy of such resolution, proper officials of the county and of the state are authorized, empowered, and directed to make proper entries upon the records to accomplish such cancellation and to do all things necessary to carry out the provisions of Section 196.28, Florida Statutes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that:

- Pursuant to the authority of Section 196.28, Florida Statutes, any and all liens for taxes, delinquent or current held or owned by Indian River County, against the property described in the Warranty Deed recorded in OR Book 2331, Page 1534 (the "Deed"), attached hereto and incorporated herein by this reference, are hereby canceled.

- The property set forth on the Deed was recently acquired by Indian River County to obtain the ultimate right-of-way for 82nd Avenue.

- The Clerk to the Board of County Commissioners is hereby directed to send a certified copy of this resolution to the Tax Collector.

The resolution was moved for adoption by Commissioner ___________________, and the motion was seconded by Commissioner ___________________, and, upon being put to a vote, the vote was as follows:

Chairman Wesley S. Davis
Vice Chairman Joseph E. Flescher
Commissioner Peter D. O'Bryan
Commissioner Gary C. Wheeler
Commissioner Bob Solari

The Chairman thereupon declared the resolution duly passed and adopted this ___ day of June, 2009.

Attest: J. K. Barton, Clerk

By: _______________________
Deputy Clerk

Approved as to form and legal sufficiency:

By: Marian E. Fett
Senior Assistant County Attorney

INDIAN RIVER COUNTY, FLORIDA

By __________________________________
Wesley S. Davis, Chairman

NO TAX CERTIFICATES OUTSTANDING
This instrument was prepared incident to the issuance of a title insurance contract, and is to be returned to:

Jason A. Beal
Atlantic Coastal Title Corporation
3850 20th Street, Suite 6
Vero Beach, Florida 32960

ACTC File Number: 29077484
Parcel ID Number: Portion of 32-38-36-00000-5000-00003/0

GENERAL WARRANTY DEED

This deed, made as of 11th day of February, 2009, by Stephen M. Bailey, as Trustee of the Stephen M. Bailey Revocable Trust; Charles A. Sullivan, Sr., and Henrietta M. Sullivan, his wife (as Grantor); and Indian River County, a political subdivision of the State of Florida, whose postoffice address is: 1801 28th St, Vero Beach, FL 32960 (as Grantee);

(Wherever used herein, the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, partnerships or other entities; wherever the context admits or requires.)

WITNESSETH:

That the grantor, for and in consideration of the sum of $10.00 in hand paid by grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to the following described parcel of land, to wit:

The South 90.00 feet of the West 1/3, LESS the West 1/3 of the following described property: The South 1/2 of the South 1/2 of the Southwest 1/4 of Section 36, Township 32 South, Range 38 East; AND the South 9.5 feet of the North 1/2 of the South 1/2 of the Southwest 1/4 of Section 36, Township 32 South, Range 38 East, Indian River County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND grantor hereby covenants with grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the year in which this deed is given; and restrictions, reservations, limitations, covenants, conditions and easements of record, if any; incomparable as same are valid and enforceable (however, this clause shall not be construed to release same).

ATLANTIC COASTAL TITLE CORPORATION
A Full Service, Florida Title Insurance Agency
The grantor herein warrants and avers that grantor does not reside on the lands conveyed hereby, nor on contiguous land; nor does any member of grantor's family dependent upon grantor for support.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness 1: Maridele Hatfield

[Signature]
Witness 2: Tracy Golden

State of Florida
County of INDIAN RIVER

The foregoing instrument was acknowledged before me the date hereinafter given, by Stephen M. Bailey, who was/were either personally known to me; or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 1st day of February, 2009.

Notary Public

Type of identification provided (Check One):
[ ] Driver's License
[ ] Passport
[ ] Government (State or Federal) ID Card
[ ] Resident Alien ID Card
[ ] Other

Notary Public State of Florida
Mandell Hatfield
My Commission CO716855
Expires 09/19/2011

ATLANTIC COASTAL TITLE CORPORATION
A Full Service, Florida Title Insurance Agency
State of Florida
County of Indian River

The foregoing instrument was acknowledged before me the date hereinafter given, by Charles A. Sullivan, Sr. and Henrietta M. Sullivan, who was/were either personally known to me, or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 23rd day of February, 2009.

Mary Lou Shelton
Notary Public

Type of identification provided (Check One):
[ ] Driver's License
[ ] Passport
[ ] Government (State or Federal) ID Card
[ ] Resident Alien ID Card
[ ] Other
SKETCH AND DESCRIPTION

THE WEST 1/3

THE WEST 1/3 OF THE SOUTH 1/2 OF THE SOUTH 1/2

OF THE SOUTHWEST 1/4 OF SECTION 36

STEPHENV. BALEY & LUCIA H. BALEY, HIS WIFE

PARCEL ID NUMBER: 32-3B-36-00000-3000-0004.0

OFFICIAL RECORDS BOOK 674, PAGE 2050

THE SOUTH 85 FEET OF THE

WEST 1/3 OF THE SOUTH

1/2 OF THE SOUTH 1/2 OF

THE SW 1/4 OF SECTION 36

PROPOSED NORTH R/W LINE

SOUTH BOUNDARY OF

SEBASTIAN RIVER WATER

CONTROL DISTRICT

26TH STREET (WALKER AVENUE)

APPROXIMATE LOCATION OF MARL ROAD

WILDWOOD SUBDIVISION

P.B.I. 08-076

GRAPHIC SCALE

1 inch = 200 ft.

LEGEND:

TWP. = TOWNSHIP
RNG. = RANGE
R/W = RIGHT OF WAY
ID. = IDENTIFICATION
P.B.I. = PLAT BOOK INDEX
I.R.F.D.D. = INDIAN RIVER FARMS
DRAINAGE DISTRICT
I.R.F.W.C.D. = INDIAN RIVER FARMS
WATER CONTROL DISTRICT

EXHIBIT A, SHEET 2 OF 2

CARTER ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS

1708 21ST STREET
VERO BEACH, FLORIDA 32960-3472

772-562-4191 (TEL)
772-562-7180 (FAX)
RESOLUTION NO. 2009-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, CANCELING TAXES UPON PUBLICLY OWNED LANDS, PURSUANT TO SECTION 196.28, FLORIDA STATUTES.

WHEREAS, Section 196.28, Florida Statutes, allows the Board of County Commissioners of each County to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the county or the state, upon lands heretofore or hereafter conveyed to or acquired by any agency, governmental subdivision, or municipality of the state, or the United States, for road purposes, defense purposes, recreation, reforestation, or other public use; and

WHEREAS, such cancellation must be by resolution of the Board of County Commissioners, duly adopted and entered upon its minutes properly describing such lands and setting forth the public use to which the same are or will be devoted; and

WHEREAS, upon receipt of a certified copy of such resolution, proper officials of the county and of the state are authorized, empowered, and directed to make proper entries upon the records to accomplish such cancellation and to do all things necessary to carry out the provisions of Section 196.28, Florida Statutes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that:

• Pursuant to the authority of Section 196.28, Florida Statutes, any and all liens for taxes, delinquent or current held or owned by Indian River County, against the property described in the Warranty Deed recorded in OR Book 2332, Page 1686 (the "Deed"), attached hereto and incorporated herein by this reference, are hereby canceled.

• The property set forth on the Deed was recently acquired by Indian River County to obtain the ultimate right-of-way for 66th Avenue.

• The Clerk to the Board of County Commissioners is hereby directed to send a certified copy of this resolution to the Tax Collector.

The resolution was moved for adoption by Commissioner ________________, and the motion was seconded by Commissioner ________________, and, upon being put to a vote, the vote was as follows:

Chairman Wesley S. Davis
Vice Chairman Joseph E. Flescher
Commissioner Peter D. O'Bryan
Commissioner Gary C. Wheeler
Commissioner Bob Solari

The Chairman thereupon declared the resolution duly passed and adopted this __ day of June, 2009.

Attest: J. K. Barton, Clerk
By: __________________________
Deputy Clerk

Approved as to form and legal sufficiency:

By: __________________________
Manan E. Fetz
Senior Assistant County Attorney

INDIAN RIVER COUNTY, FLORIDA

By __________________________
Wesley S. Davis, Chairman

NO TAX CERTIFICATES OUTSTANDING
GENERAL WARRANTY DEED

This deed, made as of this 1st day of April, 2009, by John A. Jackson, Jr., a single person (as Grantor); and Indian River County, a political subdivision of the State of Florida, whose post office address is: 1801 27th St, Vero Beach, FL 32960 (as Grantee);

(Wherever used herein, the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, partnerships or other entities; wherever the context so admits or requires.)

WITNESSETH:

That the grantor, for and in consideration of the sum of $10.00 in hand paid by grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to the following described parcel of land, to wit:

The North 132 feet of the South 396 feet of the North 10 acres of the East 20 acres of Tract 1, Section 7, Township 32 South, Range 39 East, according to the last general Plat of lands of the INDIAN RIVER FARMS COMPANY SUBDIVISION, as recorded in Plat Book 2, at Page(s) 25, of the Public Records of St. Lucie County Florida; said lands now lying and being in Indian River County, Florida.

LESS AND EXCEPT those lands conveyed by deed recorded in O. R. Book 1863, at Page 2163; and deed recorded in O. R. Book 2270, at Page 1864; being more particularly described as follows:

Commencing at the Northeast corner of Section 7, Township 32 South, Range 39 East, Indian River County, Florida, described and bound as follows: Run North 89° 42' 24" West along the North line of Section 7, Township 32 South, Range 39 East, a distance of 80.00 feet to a point; thence run South 00° 18' 37" East along the West right of way line of 66th Avenue, a distance of 272.63 feet.
to a point; thence run North 89° 42' 24" West, a distance of 470.48 feet to a point. Said point being the Point of Beginning. Thence run South 00° 18' 37" East, a distance of 28.95 feet to a point; thence run North 89° 42' 24" West, a distance of 152.00 feet to a point; thence run North 00° 18' 37" West, a distance of 28.95 feet to a point; thence run South 89° 42' 24" East, a distance of 152.00 feet to a point. Said point being the Point of Beginning.

Pursuant to Rule 12B-4.013(4), F.A.C., a deed given to a governmental entity under the threat of condemnation, or as a part of an out-of-court settlement of condemnation, is not subject to documentary stamp taxes.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND grantor hereby covenants with grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the year in which this deed is given; and restrictions, reservations, limitations, covenants, conditions and easements of record, if any; insofar as same are valid and enforceable (however, this clause shall not be construed to reimpose same).

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Jason A. Beal

John A. Jackson, Jr.

State of Florida
County of Indian River

The foregoing instrument was acknowledged before me the date hereinafter given, by John A. Jackson, Jr.; who was/were either personally known to me; or produced identification of sufficient character so as to identify said individual(s) with reasonable certainty; and who did/did not take an oath.

Witness my hand and official seal in the County and State last aforesaid, this 1st day of April, 2009.

Notary Public

ATLANTIC COASTAL TITLE CORPORATION
A Full Service, Florida Title Insurance Agency
RESOLUTION NO. 2009-____________

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, CANCELING TAXES UPON PUBLICLY OWNED LANDS, PURSUANT TO SECTION 196.28, FLORIDA STATUTES.

WHEREAS, Section 196.28, Florida Statutes, allows the Board of County Commissioners of each County to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the county or the state, upon lands hereofore or hereafter conveyed to or acquired by any agency, governmental subdivision, or municipality of the state, or the United States, for road purposes, defense purposes, recreation, reforestation, or other public use; and

WHEREAS, such cancellation must be by resolution of the Board of County Commissioners, duly adopted and entered upon its minutes properly describing such lands and setting forth the public use to which the same are or will be devoted; and

WHEREAS, upon receipt of a certified copy of such resolution, proper officials of the county and of the state are authorized, empowered, and directed to make proper entries upon the records to accomplish such cancellation and to do all things necessary to carry out the provisions of Section 196.28, Florida Statutes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that:

• Pursuant to the authority of Section 196.28, Florida Statutes, any and all liens for taxes, delinquent or current held or owned by Indian River County, against the property described in the Warranty Deed recorded in OR Book 2334, Page 1685 (the "Deed"), attached hereto and incorporated herein by this reference, are hereby canceled.

• The property set forth on the Deed was recently acquired by Indian River County to obtain the ultimate right-of-way for 43rd Avenue.

• The Clerk to the Board of County Commissioners is hereby directed to send a certified copy of this resolution to the Tax Collector.

The resolution was moved for adoption by Commissioner _______________, and the motion was seconded by Commissioner _______________, and, upon being put to a vote, the vote was as follows:

Chairman Wesley S. Davis
Vice Chairman Joseph E. Flescher
Commissioner Peter D. O'Bryan
Commissioner Gary C. Wheeler
Commissioner Bob Solari

The Chairman thereupon declared the resolution duly passed and adopted this ___ day of June, 2009.

Attest: J. K. Barton, Clerk

By: ___________________________
Deputy Clerk

Approved as to form and legal sufficiency

By: Marian E. Fell
Senior Assistant County Attorney

NO TAX CERTIFICATES OUTSTANDING

59
STATUTORY WARRANTY DEED

THIS INDENTURE, made this 10th day of APRIL, 2009, between JANSU ADAMS, INC., a Florida corporation, P.O. Box 7929, Jacksonville, FL 32238, GRANTOR, and INDIAN RIVER COUNTY, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL 32966, GRANTEE,

WITNESSETH THAT: GRANTOR, for and in consideration of the sum of Fourteen Thousand Seven Dollars for the Land and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the GRANTEE, and GRANTEE’S heirs and assigns forever, the following described land situate, lying, and being in Indian River County, Florida:

SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF

AND GRANTOR does hereby fully warrant the title to the said land, and will defend the same against the lawful claims of all persons whomsoever.

Signed in the presence of:

[Signature]
Kimberly L. Amelie
Witness

[Signature]
William Mills
Witness

JANSU ADAMS, INC.
a Florida corporation

By

James H. Andrews, Jr., President

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 10th day of APRIL, 2009, by James H. Andrews, Jr., as President of JANSU ADAMS, INC., a Florida corporation, who is personally known to me or produced as identification.

[Signature]
Notary Public

[Stamp]
EXHIBIT "A"
SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!
LAND DESCRIPTION: PARCEL 100

A PORTION OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 298, PAGE 399 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA BEING A PORTION OF TRACT 9, INDIAN RIVER FARMS COMPANY SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 25 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING, SITUATED AND BEING IN SECTION 4, TOWNSHIP 33 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST ONE-QUARTER (E. 1/4) CORNER OF SAID SECTION 4; THENCE NORTH 89°19'17" WEST, ALONG THE EAST-WEST ONE-QUARTER (1/4) SECTION LINE, A DISTANCE OF 369.59 FEET; THENCE SOUTH 00°40'43" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF STATE ROAD 60 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, PROJECT NUMBER 88060-2525 AND TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 00°01'01" WEST, ALONG THE WEST LINE OF 44 TH AVENUE A DISTANCE OF 12.27 FEET; THENCE NORTH 89°31'04" WEST, A DISTANCE OF 20.15 FEET; THENCE NORTH 77°06'05" WEST, A DISTANCE OF 58.27 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE ROAD 60; THENCE SOUTH 89°19'17" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 76.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.014 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS AND RIGHT-OF-WAYS OF RECORD.

BEARINGS SHOWN HEREON ARE BASED ON THE EAST WEST ONE-QUARTER SECTION LINE OF SAID SECTION 4, HAVING A BEARING OF SOUTH 89°19'17" EAST. ALL BEARINGS ARE RELATIVE THERETO.

CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND ATTACHED SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE SURVEYING STANDARDS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PERRY C. WHITE
PROFESSIONAL SURVEYOR & MAPPER
NO. 4213, STATE OF FLORIDA
DATE: 11-12-06

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.
RESOLUTION NO. 2009-_____  

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, CANCELING TAXES UPON PUBLICLY OWNED LANDS, PURSUANT TO SECTION 196.28, FLORIDA STATUTES.

WHEREAS, Section 196.28, Florida Statutes, allows the Board of County Commissioners of each County to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the county or the state, upon lands heretofore or hereafter conveyed to or acquired by any agency, governmental subdivision, or municipality of the state, or the United States, for road purposes, defense purposes, recreation, reforestation, or other public use; and

WHEREAS, such cancellation must be by resolution of the Board of County Commissioners, duly adopted and entered upon its minutes properly describing such lands and setting forth the public use to which the same are or will be devoted; and

WHEREAS, upon receipt of a certified copy of such resolution, proper officials of the county and of the state are authorized, empowered, and directed to make proper entries upon the records to accomplish such cancellation and to do all things necessary to carry out the provisions of Section 196.28, Florida Statutes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that:

• Pursuant to the authority of Section 196.28, Florida Statutes, any and all liens for taxes, delinquent or current held or owned by Indian River County, against the property described in the Warranty Deed recorded in OR Book 2335, Page 1628 (the “Deed”), attached hereto and incorporated herein by this reference, are hereby canceled.

• The property set forth on the Deed was recently acquired by Indian River County to obtain the ultimate right-of-way for 12th Street.

• The Clerk to the Board of County Commissioners is hereby directed to send a certified copy of this resolution to the Tax Collector.

The resolution was moved for adoption by Commissioner ________________, and the motion was seconded by Commissioner ________________, and, upon being put to a vote, the vote was as follows:

Chairman Wesley S. Davis  
Vice Chairman Joseph E. Flescher  
Commissioner Peter D. O'Bryan  
Commissioner Gary C. Wheeler  
Commissioner Bob Solari

The Chairman thereupon declared the resolution duly passed and adopted this ____ day of June, 2009.

Attest: J. K. Barton, Clerk

By: ________________________________  
Deputy Clerk

Approved as to form and legal sufficiency

By: Marian E. Fell  
Senior Assistant County Attorney

NO TAX CERTIFICATES OUTSTANDING
STATUTORY WARRANTY DEED

THIS INDENTURE, made this 17th day of April, 2009, between DOGS FOR LIFE, INC., a Florida non-profit corporation, P.O. Box 650023, Vero Beach, FL 32965, GRANTOR, and INDIAN RIVER COUNTY, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL 32966, GRANTEE,

WITNESSETH THAT: GRANTOR, for and in consideration of the sum of Eight Thousand Three Hundred Fifty-Two Dollars and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the GRANTEE, and GRANTEE'S heirs and assigns forever, the following described land situate, lying, and being in Indian River County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

AND GRANTOR does hereby fully warrant the title to the said land, and will defend the same against the lawful claims of all persons whomsoever.

Signed in the presence of:

[Signature]

Witness

Sandra L. Wright

Printed name: Sandra L. Wright

[Signature]

Witness

Lea R. Keller

Printed name: Lea R. Keller

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 17th day of April, 2009, by RICHARD LEFFEN as President of DOGS FOR LIFE, INC., a Florida non-profit corporation, who is personally known to me or proved by ____________ as identification.

sign: Lea R. Keller

Notary Public

[Stamp]
LEGAL DESCRIPTION: RIGHT OF WAY

A 15.00 FOOT WIDE STRIP OF LAND FOR THE PURPOSE OF ACQUIRING ROAD RIGHT OF WAY, SAI'D LAND LAYING IN SECTION 11, TOWNSHIP 33 SOUTH, RANGE 39 EAST AND BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2254, PAGE 1949, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER, OF THE SOUTHEAST ONE-QUARTER, OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 11; THENCE RUN NBD'S36'D2"W, ALONG THE SOUTH LINE OF THE NORTHEAST. ONE-QUARTER OF SAID SECTION 11, A DISTANCE OF 356.00 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NBD'S36'D2"W, A DISTANCE OF 35.00 FEET TO A POINT NORTH RIGHT OF WAY LINE OF 12th STREET PER OFFICIAL RECORDS BOOK 1386, PAGE 351, AND PARALLEL TO SAID SOUTH QUARTER SECTION LINE, A DISTANCE OF 15.00 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN SBD'S36'D2"E, A DISTANCE OF 356.00 FEET TO A POINT SOUTH RIGHT OF WAY LINE OF 16th AVENUE; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN SBD'S10'54"E, ALONG SAID SOUTH QUARTER SECTION LINE, A DISTANCE OF 15.00 FEET TO THE SOUTHWEST CORNER OF THE AFORESAID PARENT PARCEL, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF 1/4, OF THE NE 1/4, OF THE SE 1/4, OF THE SW 1/4, OF THE NE 1/4 OF SEC 11-33-39.

CONTAINING: 4,176 SQUARE FEET, 0.10 ACRES, MORE OR LESS.

NOTES

1. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE COORDINATOR OF THE FLORIDA REGISTERED SURVEYOR AND MAPPER NAMED HEREIN.
2. THIS SKETCH OF DESCRIPTION MEETS OR EXCEEDS ALL APPLICABLE REQUIREMENTS OF THE MINIMUM LEGAL SCALE STANDARDS AS ESTABLISHED IN CHAPTER 1213-6, FLORIDA ADMINISTRATIVE CODE.
3. THIS SKETCH AND DESCRIPTION ADJACING PARCELS MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, OR RIGHT OFWAYS NOT SHOWN AND MAY BE FOUND IN THE PUBLIC RECORDS.
4. THIS SKETCH AND DESCRIPTION DOES NOT REPRESENT A FIELD SURVEY. EXISTING PROPERTY CONDITIONS OR FEATURES ARE NOT SHOWN.
5. THE BEARINGS SHOWN HEREIN ARE BASED UPON THE SOUTH LINE OF NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 33, RANGE 39 EAST AS HAVING AN ASSUMED BEARING OF NBD'S36'D2"W.

LEGEND & ABBREVIATIONS

ADL = ADDITIONAL
COR = CORNER
P.I.D. = PARCEL IDENTIFICATION NUMBER
P.O.B. = POINT OF BEGINNING
PLAT = PLAT BOOK
P.O.B. = POINT OF BEGINNING
PRB = P. L. LUCIE COUNTY PLAT BOOK
SEC = SECTION-TOWNSHIP-RANGE

SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

DAVID M. SILON P.S.M.
FLORIDA REGISTRATION No. 6139
INDIAN RIVER ASSISTANT COUNTY SURVEYOR

CERTIFICATION

DAVID M. SILON
12-24-08
DATE

THIS IS NOT A BOUNDARY SURVEY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PREPARED FOR INDIAN RIVER COUNTY ENGINEERING DEPARTMENT
RESOLUTION NO. 2009-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, CANCELING TAXES UPON PUBLICLY OWNED LANDS, PURSUANT TO SECTION 196.28, FLORIDA STATUTES.

WHEREAS, Section 196.28, Florida Statutes, allows the Board of County Commissioners of each County to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the county or the state, upon lands heretofore or hereafter conveyed to or acquired by any agency, governmental subdivision, or municipality of the state, or the United States, for road purposes, defense purposes, recreation, reforestation, or other public use; and

WHEREAS, such cancellation must be by resolution of the Board of County Commissioners, duly adopted and entered upon its minutes properly describing such lands and setting forth the public use to which the same are or will be devoted; and

WHEREAS, upon receipt of a certified copy of such resolution, proper officials of the county and of the state are authorized, empowered, and directed to make proper entries upon the records to accomplish such cancellation and to do all things necessary to carry out the provisions of Section 196.28, Florida Statutes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that:

• Pursuant to the authority of Section 196.28, Florida Statutes, any and all liens for taxes, delinquent or current held or owned by Indian River County, against the property described in the Warranty Deed recorded in OR Book 2340, Page 1896 (the “Deed”), attached hereto and incorporated herein by this reference, are hereby canceled.

• The property set forth on the Deed was recently acquired by Indian River County to obtain the ultimate right-of-way for 49th Street and 66th Avenue.

• The Clerk to the Board of County Commissioners is hereby directed to send a certified copy of this resolution to the Tax Collector.

The resolution was moved for adoption by Commissioner ________________, and the motion was seconded by Commissioner ________________, and, upon being put to a vote, the vote was as follows:

Chairman Wesley S. Davis
Vice Chairman Joseph E. Flescher
Commissioner Peter D. O'Bryan
Commissioner Gary C. Wheeler
Commissioner Bob Solari

The Chairman thereupon declared the resolution duly passed and adopted this ___ day of June, 2009.

INDIAN RIVER COUNTY, FLORIDA

By ________________________________
Wesley S. Davis, Chairman

Attest: J. K. Barton, Clerk

By: ________________________________
Deputy Clerk

Approved as to form and legal sufficiency:

By: Marian E. Felt
Senior Assistant County Attorney

NO TAX CERTIFICATES OUTSTANDING
STATUTORY WARRANTY DEED

THIS INDENTURE, made this 20th day of April, 2009, between DON GROVES and PAM GROVES, husband and wife, 6760 49th Street, Vero Beach, FL 32967, GRANTOR, and INDIAN RIVER COUNTY, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL 32960, GRANTEE,

WITNESSETH THAT: GRANTOR, for and in consideration of the sum of Five Thousand Seventy One and 50/100 Dollars and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the GRANTEE, and GRANTEE'S successors and assigns forever, the following described land, situate, lying, and being in Indian River County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

AND GRANTOR does hereby fully warrant the title to the land set forth on Exhibit "A" and will defend the same against the lawful claims of all persons whomsoever.

Signed in the presence of:

Sign: Don Groves

Printed name: Eugene A. Thornbrue

Sign: Pam Groves

Printed name: Tommy Scott

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 20th day of April, 2009, by DON GROVES and PAM GROVES, husband and wife. They are personally known to me or produced as identification.

Sign: Sandra B. Pack

NOTARY PUBLIC

[Stamp]
LEGAL DESCRIPTION: PARCEL 141

A PARCEL OF LAND BEING THE SOUTH 20.00 FEET OF PARCEL 2 SHOWN ON THE "ROUX" AFFIDAVIT OF EXCEPtION AS RECORDED IN OFFICIAL RECORDS BOOK 1632, PAGE 2161 OF THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA, LYING WITHIN TRACT 8, INDIAN RIVER FARMS CO., PLAT OF LANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 26, PUBLIC RECORDS, SAINT LUCIE COUNTY, FLORIDA, ALL SAID LANDS LYING WITHIN SECTION 19, TOWNSHIP 32 SOUTH, RANGE 38 EAST, INDIAN RIVER COUNTY, FLORIDA.

CONTAINING 0.008 ACRES, MORE OR LESS.

SAID PARCEL OF LAND LYING WITHIN THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1635, PAGE 2763, PUBLIC RECORDS, INDIAN RIVER COUNTY, FLORIDA.

CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND ATTACHED SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE SURVEYING STANDARDS, CHAPTER 61G7-5, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, UNLESS IT Bares THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS LEGAL DESCRIPTION AND SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

PERRY C. WHITE
PROFESSIONAL LAND SURVEYOR AND MAPPER
LICENSE NO. 4213, STATE OF FLORIDA
DATE: 03/29/07

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON. NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.
SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

LEGEND:
R - BASELINE
IRFC - INDIAN RIVER FARMS COMPANY
L - LEFT
O.R.B. - OFFICIAL RECORDS BOOK
P.B. - PLAT BOOK
PG. - PAGE
R - RIGHT
R/W - RIGHT-OF-WAY
STA - STATION
S.L.C.R. - ST. LUCIE COUNTY RECORDS

TRACT 7
P.B: 2, PG. 25, S.L.C.R.

"ROUX AFFIDAVIT OF EXEMPTION"
O.R.B. 1632, PG. 2161

"ROUX AFFIDAVIT OF EXEMPTION"
O.R.B. 1632, PG. 2161
ADDRESS: 6780 45TH STREET
VERO BEACH, FL, 32967
PID: 323019000060000000020
O.R.B. 1635, PG. 2763

STA: 494+85.68
OFFSET: 16.01 L

N00°09'46"E 19.99'
S89°53'14"E 213.51'

STA: 492+82.19
OFFSET: 36.00 L

N00°09'46"E 19.99'
S89°53'14"E 213.51'

OWNERS:
DON GROVES AND PAM GROVES

INDIAN RIVER FARMS CO. PLAT OF LANDS
P.B. 2, PG. 25, S.L.C.R.
RESOLUTION NO. 2009-----

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, CANCELING TAXES UPON PUBLICLY OWNED LANDS, PURSUANT TO SECTION 196.28, FLORIDA STATUTES.

WHEREAS, Section 196.28, Florida Statutes, allows the Board of County Commissioners of each County to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the county or the state, upon lands heretofore or hereafter conveyed to or acquired by any agency, governmental subdivision, or municipality of the state, or the United States, for road purposes, defense purposes, recreation, reforestation, or other public use; and

WHEREAS, such cancellation must be by resolution of the Board of County Commissioners, duly adopted and entered upon its minutes properly describing such lands and setting forth the public use to which the same are or will be devoted; and

WHEREAS, upon receipt of a certified copy of such resolution, proper officials of the county and of the state are authorized, empowered, and directed to make proper entries upon the records to accomplish such cancellation and to do all things necessary to carry out the provisions of Section 196.28, Florida Statutes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that:

• Pursuant to the authority of Section 196.28, Florida Statutes, any and all liens for taxes, delinquent or current held or owned by Indian River County, against the property described in the Warranty Deed recorded in OR Book 2342, Page 1988 (the "Deed"), attached hereto and incorporated herein by this reference, are hereby canceled.

• The property set forth on the Deed was recently acquired by Indian River County to obtain the ultimate right-of-way for 85th Street.

• The Clerk to the Board of County Commissioners is hereby directed to send a certified copy of this resolution to the Tax Collector.

The resolution was moved for adoption by Commissioner ________________ and the motion was seconded by Commissioner ________________, and, upon being put to a vote, the vote was as follows:

Chairman Wesley S. Davis
Vice Chairman Joseph E. Flescher
Commissioner Peter D. O'Bryan
Commissioner Gary C. Wheeler
Commissioner Bob Solari

The Chairman thereupon declared the resolution duly passed and adopted this ___ day of June, 2009.

Attest: J. K. Barton, Clerk

By: __________________________

Deputy Clerk

Approved as to form and legal sufficiency:

By: __________________________

Senior Assistant County Attorney

INDIAN RIVER COUNTY, FLORIDA

By ________________

Wesley S. Davis, Chairman

NO TAX CERTIFICATES OUTSTANDING
STATUTORY WARRANTY DEED

THIS INDENTURE, made this 20 day of May, 2009, between WILLIAM WILSON, JR., as President of the Trustees of Allen Chapel AME Church, P.O. Box 676, Wabasso, FL 32970, GRANTOR, and INDIAN RIVER COUNTY, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL 32960, GRANTEE,

WITNESSETH THAT: GRANTOR, for and in consideration of the sum of One Thousand Sixty and 88/100 Dollars and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the GRANTEE, and GRANTEE’S heirs and assigns forever, the following described land situate, lying, and being in Indian River County, Florida:

See Exhibit “A” Attached Hereto and Made a Part Hereof

AND GRANTOR does hereby fully warrant the title to the said land, and will defend the same against the lawful claims of all persons whomsoever.

Signed in the presence of:

TRUSTEES OF ALLEN CHAPEL AME CHURCH

By William Wilson, Jr., President

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 20 day of May, 2009, by William Wilson, Jr., President as Trustees of Allen Chapel AME Church. They are personally known to me or produced driver license as identification.

Notary Public
PARCEL 220

EXHIBIT A

PARCEL 220

31393200000300000001.0

BEING A PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 31 SOUTH, RANGE 39 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPARENT LOCALLY ACCEPTED NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 31 SOUTH, RANGE 39 EAST; THENCE RUNNING ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32 NORTH 89°31'43" WEST, (BEARINGS ARE BASED ON SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 32 AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO), A DISTANCE OF 30.00 FEET TO A POINT; THENCE SOUTH 00°35'09" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 00°35'09" WEST, WITH THE WEST RIGHT OF WAY LINE OF 64th AVENUE, A DISTANCE OF 14.25 FEET TO A POINT; THENCE NORTH 63°07'29" WEST, A DISTANCE OF 32.04 FEET TO A POINT; THENCE SOUTH 89°43'31" EAST, WITH THE SOUTH RIGHT OF WAY LINE OF SAID C.R. 510 A DISTANCE OF 28.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 205 SQUARE FEET OR 0.005 ACRES, MORE OR LESS.

ABBREVIATIONS & LEGEND

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
O.R.R. OFFICIAL RECORD BOOK
EXIST. EXISTING
SEC. SECTION
B BASELINE
FD FOUND
PI POINT OF INTERSECTION
STA STATION
C.R. COUNTY ROAD
COR. CORNER

NOTE:
THIS DESCRIPTION AND SKETCH IS NOT VALID UNLESS ALL SHEETS ARE INCLUDED.
NOT A SURVEY

G. MARTIN BURDETTE, P.S., 4136
DATE: 10-28-02

SURVEYOR & MAPPER

RIGHT OF WAY PARCEL SKETCH

INDIAN RIVER COUNTY
RIGHT OF WAY MAPPING

PARCEL 220
COUNTY ROAD 510

NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.

INPS 1090-135

DATE: 10-28-02

LAI-14-123.dgn 10/28/2007 11:06:56 AM

73
INDIAN RIVER COUNTY
RIGHT OF WAY PARCEL SKETCH

RIGHT OF WAY PARCEL SKETCH
PARCEL 220  COUNTY ROAD 510

NOTE:
THIS DESCRIPTION AND SKETCH IS NOT VALID UNLESS ALL SHEETS ARE INCLUDED;

NOT A SURVEY

BEARINGS SHOWN HEREDIN ARE BASED
ON THE FLORIDA STATE PLANE COORDINATE
SYSTEM EAST ZONE NORTH AMERICAN
DATUM OF 1983/1999 REALIGNMENT. THE
NORTH LINE OF THE NW QTR OF SEC. 32-31-39
BEARS NW9°31'43"W AND ALL
BEARINGS SHOWN HEREDIN ARE RELATIVE THERETO

INDIAN RIVER COUNTY
RIGHT OF WAY MAPPING

RIGHT OF WAY PARCEL SKETCH
PARCEL 220  COUNTY ROAD 510

NOTE:
THIS DESCRIPTION AND SKETCH IS NOT VALID UNLESS ALL SHEETS ARE INCLUDED;

NOT A SURVEY

BEARINGS SHOWN HEREDIN ARE BASED
ON THE FLORIDA STATE PLANE COORDINATE
SYSTEM EAST ZONE NORTH AMERICAN
DATUM OF 1983/1999 REALIGNMENT. THE
NORTH LINE OF THE NW QTR OF SEC. 32-31-39
BEARS NW9°31'43"W AND ALL
BEARINGS SHOWN HEREDIN ARE RELATIVE THERETO

INDIAN RIVER COUNTY
RIGHT OF WAY MAPPING

RIGHT OF WAY PARCEL SKETCH
PARCEL 220  COUNTY ROAD 510

NOTE:
THIS DESCRIPTION AND SKETCH IS NOT VALID UNLESS ALL SHEETS ARE INCLUDED;

NOT A SURVEY

BEARINGS SHOWN HEREDIN ARE BASED
ON THE FLORIDA STATE PLANE COORDINATE
SYSTEM EAST ZONE NORTH AMERICAN
DATUM OF 1983/1999 REALIGNMENT. THE
NORTH LINE OF THE NW QTR OF SEC. 32-31-39
BEARS NW9°31'43"W AND ALL
BEARINGS SHOWN HEREDIN ARE RELATIVE THERETO
Indian River County, Florida
Memorandum

TO: Joseph A. Baird, County Administrator

THROUGH: Jason Brown, Director, OMB

FROM: Beth Martin, Risk Manager

DATE: June 2, 2009

SUBJECT: Mediated Settlement; Egan v. Indian River County

It is requested that the Board of County Commissioners consider the following at their June 9, 2009 regular meeting.

Background
Karen Egan was injured on April 20, 2007 when a County-owned public transit bus operated by the Senior Resource Association (SRA) struck her automobile. Mrs. Egan was hospitalized and underwent back surgery as a result of her injuries; her car was a total loss. The SRA driver was cited at-fault by law enforcement. Mrs. Egan and her husband, J.B. Egan, represented by Grall, Glenn and Grall, filed suit against the County.

Recommendation
On May 21, 2009 the County’s Claims Review Committee consisting of the County Administrator, County Attorney, OMB Director and Risk Manager with advice from Paul Berg, defense counsel, approved the May 8, 2009 mediated settlement of $70,000.00 for Mr. and Mrs. Egan. In keeping with administrative policy, staff now requests Board approval of this settlement.

If additional information is needed, please contact Beth Martin, Risk Manager, at Extension 1287.

APPROVED FOR AGENDA:

Joseph A. Baird, County Administrator
June 9, 2009
Indian River County, Florida
Memorandum

TO: Joseph A. Baird, County Administrator
Will Collins, County Attorney
Jason Brown, Director, OMB

FROM: Beth Martin, Risk Manager

DATE: May 19, 2009

SUBJECT: Proposed Settlement; Karen and J.B. Egan

On May 21, 2009, the Claims Review Committee will meet to discuss the mediated settlement of Karen Egan's April 20, 2007 bodily injury claim and J.B. Egan's consortium claim which arose from this collision.

As a brief review of this claim, previously brought before this Committee, Ms. Egan was driving east on State Road 60 when her small car was struck by a Senior Resource Association bus. The bus driver, Tiffany Thompson, a former SRA driver, was cited at-fault. Mrs. Egan was transported by ambulance to Indian River Medical Center where she was treated for injuries including a spinal cord injury that required surgical repair; her car was a total loss. Although Mrs. Egan's health has improved significantly since this injury, she continues to have pain and will require ongoing palliative treatment.

The Egans, through their attorneys Erin Grall and Patrick Grall, settled their uninsured motorist claim for $120,000. While the County would not be able to introduce that settlement at trial, we persistently reminded the Egans that the County would certainly consider it for mediation purposes. With that said, the claims were valued at approximately $250,000. The negotiated settlement, pending approval of this Committee and the Board of County Commissioners, is $70,000.

Staff recommends settlement of this claim in the amount of $70,000. Please let me know if you have questions prior to our meeting.

Cc: Paul Berg, Defense Counsel
IN THE CIRCUIT COURT OF THE
NINETEENTH JUDICIAL CIRCUIT
IN AND FOR INDIAN RIVER COUNTY,
FLORIDA.

CASE NO: 2008-1397-CA-10

KAREN and JOSEPH B. EGAN, her husband

Plaintiffs

vs.

INDIAN RIVER COUNTY and SAFECO
INSURANCE COMPANY OF ILLINOIS

Defendants

____________________________________

SETTLEMENT AGREEMENT AT MEDIATION

The parties hereto have reached the following agreements in full and complete resolution of the above styled litigation:

1. The Defendant, Indian River County, agrees to pay to the Plaintiffs the total sum of $70,000.00, subject to and contingent upon the approval of the Indian River County Commission, said payment to be made within 20 days of the date of approval of the settlement by the County. If the County Commission fails to approve this agreement, then this entire agreement is null and void.

2. Following approval of this settlement by the County, the Plaintiffs shall dismiss their lawsuit with prejudice, in exchange for the payment described in paragraph 1 above.

3. Following approval of this settlement by the County, the Plaintiffs shall execute a full and complete release of the parties named as Defendants in this action, and all other persons, firms, corporations or other entities in privity with the named
releasee(s) at the same time as receiving the payment set forth in Paragraph 1 above.

4. The Plaintiffs agree to protect and hold harmless the released parties from any claims and/or liens and to satisfy out of the settlement proceeds any said claims or liens of any nature that may attach to the settlement proceeds before the balance of the settlement proceeds are disbursed.

5. All parties agree to bear their own costs and fees.

6. This agreement is final and binding as of the date and time it is signed by or on behalf of the parties.

7. Other agreements: The County expects the claim review process will take from 30 to 90 days. The County agrees to use its best efforts to complete the settlement process in an expeditious manner.

Done and agreed to on this 8th day of May, 2009 in Vero Beach, Florida.

Karen Tanne
Plaintiff

H. Randal Brennan, Mediator

Joseph Eagan
Plaintiff

Defendant/Representative

Thaddeus Eagan
Defendant/Representative

Attorney for Plaintiff

Attorney for Defendant
**Section 1: Vehicle Information**

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**Section 2: Driver Information**

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**Section 3: Accident Scene**

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**Section 4: Collision Information**

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**Section 5: Damage Assessment**

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**Section 6: Narrative**

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**Section 7: Additional Information**

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<td>[Redacted]</td>
</tr>
</tbody>
</table>

**Section 8: Police Report Information**

<table>
<thead>
<tr>
<th>Field</th>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td>Officer</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Station</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Date</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Time</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Incident Number</td>
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</table>

**Section 9: Insurance Information**

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Policy Number</td>
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<tr>
<td>Insurance Company</td>
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</tr>
</tbody>
</table>

**Section 10: Hearing Information**

<table>
<thead>
<tr>
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<tbody>
<tr>
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<td>Hearing Time</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Hearing Location</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Hearing Officer</td>
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**Section 11: Court Information**

<table>
<thead>
<tr>
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<tbody>
<tr>
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<tr>
<td>Court Address</td>
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<tr>
<td>Court City</td>
<td>[Redacted]</td>
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<tr>
<td>Court State</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Court Zip Code</td>
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**Section 12: Violation Information**

<table>
<thead>
<tr>
<th>Field</th>
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<tbody>
<tr>
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<tr>
<td>Description</td>
<td>[Redacted]</td>
</tr>
<tr>
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<td>[Redacted]</td>
</tr>
<tr>
<td>Time of Violation</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Location</td>
<td>[Redacted]</td>
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</table>

**Section 13: Summary**

<table>
<thead>
<tr>
<th>Field</th>
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<tr>
<td>Summary of Violation</td>
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<tr>
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**Section 14: Signature**

<table>
<thead>
<tr>
<th>Field</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Date</td>
<td>[Redacted]</td>
</tr>
</tbody>
</table>
V-1 was stopped at the stop sign at the intersection of 16th Avenue and 19th Place (SR60). V-1 was facing south on 16th Avenue. V-2 was traveling east on 19th Place in the center lane. V-1 entered the intersection in an attempt to continue south on 16th Avenue. V-1 then made contact with the front of V-2. The driver of V-2 was transported by Indian River County EMS to Indian River Memorial (IRH) Hospital, treated for injuries and released.

This investigation is complete.

No further information.
INDIAN RIVER COUNTY, FLORIDA
MEMORANDUM

TO: Joseph A. Baird, County Administrator

THROUGH: James W. Davis, P.E., Public Works Director
Christopher J. Kafer, Jr., P.E., County Engineer

AND: Michael O'Brien, P.S.M., C.F.M., County Surveyor

FROM: Work Order No. 4, Additional Services (Engineering/Surveying)
Morgan & Eklund, Inc. – Final Pay, Release of Retainage
Old Dixie Highway (North), US 1 to 69th Street
Local Agency program (LAP) Sidewalk Improvements Project
Right-of-Way Mapping (+/- 4 miles) IRC Project No. 0845

DATE: June 1, 2009

CONSENT AGENDA

DESCRIPTION AND CONDITIONS

On March 3, 2009, the Board of County Commissioners approved Work Order No. 4 for additional services with Morgan & Eklund, Inc. (SURVEYOR) to perform professional Surveying and Mapping services directly related to the Right-of-Way mapping of Old Dixie Highway from US Highway No. 1 through the 69th Street intersection. Work Order No. 4 for additional services was approved for a not-to-exceed amount of $4,950.00.

Morgan & Eklund, Inc. has been paid $3,372.50 to date for Work Order No. 4, with $177.50 held in retainage. Morgan & Eklund, Inc. has submitted Invoice No. 1-09-1037, dated 05/26/09 for a total amount of $1,567.50. This is for current billing of $1,390.00 and release of retainage in the amount of $177.50.

RECOMMENDATION AND FUNDING

Staff recommends payment of Morgan & Eklund, Inc. Invoice No. 1-09-1037, dated 05/26/09 in the amount of $1,567.50 for final payment and release of retainage for Work Order No. 4 for additional services.

Funding is budgeted and available in Secondary Roads Gas Tax – Other Contractual Services. Account # 10921441-033490.

ATTACHMENTS

Morgan & Eklund, Inc. Invoice No. 1-09-1037, dated 05/26/09

DISTRIBUTION

Morgan & Eklund, Inc.
Phil Matson, MPO Staff Director
David Silon, P.S.M., C.F.M., Assistant County Surveyor

APPROVED AGENDA ITEM

IFOR June 9, 2009

BY Joseph A. Baird

Engineering\capital projects\0725-2007 annual prof. survey contract\2009 projects\morgan\wo 4 old dixie row map add serv 3-3-09\0725 bee agenda req_wo4, add serve morgan eklund 06-01-09.doc
Indian River County
Attn: Mr. Michael O’Brien, P.S.M.
1801 27th Street (Bldg A)
Vero Beach, Florida 32960

MORGAN & EKLUND, INC.
PROFESSIONAL SURVEY CONSULTANTS

May 26, 2009

F I N A L I N V O I C E

IRC Project: Dixie Highway Right-of-Way Mapping, From US 1 North to 69th Street
IRC Project No: 08-45
Contract #0725, Work Order #4, Morgan & Eklund
Contract Amount: $4,950.00
Previous Invoice:
1-09-1020 dated April 1, 2009
Total invoice amount: $3,590.00; less 5% retainage $177.50
Current Invoice #: 1-09-1037
Commission #: 5315.11
Total Percentage Complete: 100%

RE: Invoice for professional survey services rendered in conjunction with additional services for
right-of-way location survey along Old Dixie Highway from US 1 North to 69th Street.

Chief Surveyor (P.S.M.)
10 hours @ $120.00/hr ......................... $ 1,200.00

Project Surveyor
2 hours @ $95.00/hr ......................... $ 190.00
Total Current Invoice ......................... $ 1,390.00
Plus prior retainage held,
invoice 1-09-1020 dated April 1, 2009 .......... $ 177.50
Total amount due this invoice ............... $ 1,567.50

Itemized Billing:
Total Hours (previous & current) ............. $ 4,940.00 (100%)
Less previous invoices ...................... $ 3,350.00
Total this invoice ......................... $ 1,590.00
Plus prior retainage held.
invoice 1-09-1020 dated April 1, 2009 ....... $ 177.50
Total amount due this invoice ............... $ 1,567.50

Contract Balance $10,000

APPROVED BY THE INDIAN RIVER
COUNTY SURVEYOR
DATE: 6/11/09
INITIAL: MEO3
RE - FULL - FINAL
RCL RETAINAGE

8745 U.S. HIGHWAY 1, P.O. BOX 701420, WAGASSG, FL 32970-1420 • PHONE (772) 358-5254 • FAX (772) 358-3565 • mail@morganeklund.com
1500 S.E. 3rd COURT, SUITE 110, DEERFIELD BEACH, FL 33441 • PHONE (954) 421-6802 • FAX: (954) 421-0451 • printtie@morganeklund.com

86
TO: Joseph A. Baird, County Administrator

THROUGH: James W. Davis, P.E., Public Works Director
AND
Christopher J. Kafer, Jr., P.E., County Engineer

FROM: Michael D. Nixon, P.E., Roadway Production Manager

SUBJECT: Dunkelberger Engineering & Testing, Inc. for 53rd Street Roadway Improvements
IRC Project #0107 Release of Retainage

DATE: May 29, 2009

CONSENT AGENDA

DESCRIPTION AND CONDITIONS

On September 9, 2008, the Board of County Commissioners approved Work Order No. 7 with Dunkelberger Engineering & Testing, Inc. to provide additional field exploration, laboratory testing and final report for the design of the 53rd Street roadway and drainage project for a not-to-exceed fee of $36,572.50.

Dunkelberger Engineering & Testing, Inc. has been paid $28,197.00 to date, with $3,133.00 held in retainage. All tasks for Work Order No. 7 have been completed and Dunkelberger Engineering & Testing, Inc. has submitted a Request for Release of Retainage dated May 14, 2009 in the amount of $3,133.00.

RECOMMENDATION AND FUNDING

Staff recommends payment to Dunkelberger Engineering & Testing, Inc. for the Request for Release of Retainage in the amount of $3,133.00. Funding is budgeted and available from the Retainage Account Number 102-206002-02025 for 53rd Street/Kings Highway to US1.

ATTACHMENTS

Dunkelberger Engineering & Testing, Inc. Request for Release of Retainage dated May 14, 2009

DISTRIBUTION

Dunkelberger Engineering & Testing, Inc., Project Engineer

APPROVED AGENDA ITEM:

FOR: June 9, 2009

BY: Joseph A. Baird, County Administrator
May 14, 2009

Indian River County
1801 27th Street
Vero Beach, FL 32960

Attention: Jill Williams

Subject: Request for Release of Retainage

Improvements to 53rd Street and Old Dixie Highway
Work Order # 7 IRC Project No 0817, executed authorization received 9/09/08
PSL-07-2558 BG 11.4

Dear Ms. Williams:

We respectfully request the release of retainage for the following:

- Invoice # 37648, dated 09/30/2008 $ 470.00
- Invoice # 37825, dated 10/31/2008 $ 2,140.00
- Invoice # 38102, dated 12/05/2008 $ 267.00
- Invoice # 38393, dated 12/05/2008 $ 256.00

Total amount requested is $3,133.00

Please call me if you have any questions.

Thank You,

Sincerely,

DUNKELBERGER ENGINEERING & TESTING, INC.

Marcy Krysta
Office Manager – PSL

cc: Corporate (Collections)
INDIAN RIVER COUNTY
INTER-OFFICE MEMORANDUM

TO: Joseph A. Baird, County Administrator
THROUGH: James W. Davis, P.E., Public Works Director
Christopher J. Kafer, Jr., P.E., County Engineer
FROM: Michael D. Nixon, P.E., Roadway Production Manager
SUBJECT: Professional Services with G. K. Environmental, Inc.
for 16th Street between 66th Avenue and 74th Avenue Roadway Improvements
IRC Project No. 9920
DATE: May 29, 2009

CONSENT AGENDA

DESCRIPTIONS AND CONDITIONS

On March 4, 2008, the Board of County Commissioners approved the renewal of the Continuing Contract Agreement for Professional Services with G.K. Environmental, Inc. for a three year term from 2008 – 2011.

The purpose of this agreement with G.K. Environmental, Inc. is for environmental assessment and regulatory permitting to address the Army Corp of Engineers recent permit comments pertaining to surface water impacts and Wood Stork habitat.

The attached agreement includes the scope of services and the associated costs for each task with a total fee of $3,250.00

RECOMMENDATION AND FUNDING

Staff recommends approval of the attached agreement, authorizing the above mentioned project as outlined in the attached scope of services, and requests the Board to authorize the Chairman to execute the attached agreement on their behalf.

Funding is approved and budgeted in the amount of $3,250 from Secondary Roads Gas Tax Account No. 10921441-066510-01014 for 16th Street/66th Avenue to 82nd Avenue.

ATTACHMENTS

Professional Agreement from G.K. Environmental, Inc., dated May 22, 2009

DISTRIBUTION

G. K. Environmental, Inc.

APPROVED AGENDA ITEM

FOR June 9, 2009
BY Joseph A. Baird

<table>
<thead>
<tr>
<th>Department</th>
<th>Approval</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Administration</td>
<td>6/4/09</td>
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<td>Budget</td>
<td>6/3/09</td>
<td></td>
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<td>Legal</td>
<td>6/2/09</td>
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<tr>
<td>Risk Management</td>
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<tr>
<td>Public Works</td>
<td>6/2/09</td>
<td></td>
</tr>
<tr>
<td>Engineering</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
May 22, 2009

Mr. Mike Nixon, PE
Roadway Production Engineer
Indian River County
1801 27th Street (Building A)
Vero Beach, Florida 32960
Tel: 772-226-1986

RE: Professional Agreement for:
16th Street Project (between 66th Ave. & 74th Ave.) / Road Expansion
Proposal / Contract
Environmental Assessment and Regulatory Permitting

Dear Mr. Nixon,

This letter is in response to the requested proposal in work order format for the above referenced project in Indian River County, Florida, for environmental services as generally required for State and Federal Environmental Resource / Individual Permits. G. K. Environmental, Inc. (GKE) will be pleased to provide this scope of service with tasks completed under this contract and which are briefly outlined below:

PHASE I
(Lump Sum $1,150.00)

1.0 ENDANGERED & THREATENED / SPECIES OF SPECIAL CONCERN

1.1 Collection of Existing Data / Meeting with IRC Staff
1.2 Endangered & Threatened / Species of Special Concern Surveys Onsite
1.3 Agency (ACOE) Contact to Review Project and Coordination Onsite (if necessary)
PHASE II
(Lump Sum $750.00)

2.0 PERMITTING SUBMITTAL ASSISTANCE (if necessary)

2.1 UMAM Preparation
2.2 Mitigation Alternatives Analysis

PHASE III
(Estimated $850.00)

3.0 MITIGATION DESIGN / OPTIONAL SERVICES (if necessary)

3.1 Mitigation Design
Estimated (not to exceed without authorization) cost for the above is $850.00

PHASE IV
(Estimated / Hourly Billing / $500.00)

4.0 RESPONSE TO ACOE REQUESTS FOR ADDITIONAL INFORMATION (RAI)

4.1 RAI Responses
Estimated (not to exceed without authorization) cost for 1 RAI response is $500.00.

TOTAL COST AS OUTLINED ABOVE......................... $ 3,250.00

GKE FEES / COMPENSATION

Invoices will be submitted on a monthly basis at GKE hourly rates or as may be noted for each Task / Phase and are payable within 30 days of date of invoice(s). GKE hourly rates (2009) are $110.00 / hour for Principal Ecologist and $35.00 / hour for administrative / staff assistance, and if needed $75.00 / hour for CAD operator and $65.00 / hour for field biologist / chemist assistant.
Your endorsement below will serve as agreement by client to compensate G. K. Environmental, Inc. for services rendered in connection with this agreement.

If the above is acceptable, please sign below and mail or fax a copy to our office. Work will begin upon receipt of signed authorization.

Thank you for the opportunity for G. K. Environmental, Inc. to offer our professional services.

Sincerely,

George R. Kulczycki

George R. Kulczycki, CEC, CES, CEI
President, Principal Ecologist

OWNER
BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

(Signature)
Wesley S. Davis, Chairman
(Printed name and title)

Approved by BCC________

ATTEST:
Jeffrey K. Barton, Clerk of Circuit Court

Deputy Clerk

Approved as to Form and Legal Sufficiency:

William G. Collins II, COUNTY Attorney

G. K. Environmental, Inc.

(Signature)
George R. Kulczycki
(Printed name and title)

Witnessed by:

(Signature)
(Printed name)

Joseph A. Baird, COUNTY Administrator

Page 3 of 3
GKE / Nixon / Proposal
16th Street Road Expansion
5-22-07
TO: Joseph A. Baird, County Administrator
THROUGH: James W. Davis, P.E., Public Works Director
Christopher J. Kafer, Jr., P.E., County Engineer
Michael D. Nixon, P.E., Roadway Production Manager
FROM: Arjuna Weragoda, P.E., Project Engineer

SUBJECT: Civil Engineering and Land Surveying Agreement for Bridge Replacements and Widening of 66th Avenue from South of SR60 to 59th Street, AMENDMENT NO. 7
IRC Project No. 0545

DATE: May 29, 2009

DESCRIPTION AND CONDITIONS

Arcadis G & M, Inc. is under contract with Indian River County to provide Civil Engineering and Land Surveying Services for Bridge Replacements and Widening of 66th Avenue from South of SR60 to 59th Street. The attached Amendment No. 7 includes the following:

- Consultant services for construction engineering services for this project, to include coordination with the FDOT relative to the improvements to SR60, revisions to the plans as required by the County and FDOT at the intersection of 66th Avenue and SR60, responding to the contractor's requests for clarification and additional information.

The total negotiated design cost for Amendment No. 7 is $15,000.00. This added to the current contract amount of $1,879,984.93 results in a new contract amount of $1,894,984.93.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Original Lump Sum Tasks</td>
<td>$601,700.00</td>
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<tr>
<td>Original Hourly Rate Allowances</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>Amendment No 1 Lump Sum Tasks</td>
<td>$870,261.00</td>
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<tr>
<td>Amendment No 1 Hourly Allowances</td>
<td>$22,000.00</td>
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<tr>
<td>Amendment No 2 Lump Sum Tasks</td>
<td>$98,607.00</td>
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<td>Amendment No 3 Lump Sum Task (Utility Dept)</td>
<td>$51,000.00</td>
</tr>
<tr>
<td>Amendment No 3 Lump Sum Task (Public Works)</td>
<td>$69,106.00</td>
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<td>Amendment No 3 Hourly Allowance (Public Works)</td>
<td>$31,000.00</td>
</tr>
<tr>
<td>Amendment No 4 Lump Sum Task</td>
<td>$33,165.00</td>
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</table>
Bridge Replacements and Widening of 66th Avenue from South of SR60 to 59th Street, AMENDMENT NO. 7

Amendment No 5 Lump Sum Task $66,970.93.
Amendment No 6 Lump Sum Task $6,175.00
Amendment No 7 Not-To-Exceed Fee $15,000.00
Total Revised Contract Amount including Amendment No. 7 $1,894,984.93

RECOMMENDATIONS AND FUNDING
Staff recommends approval of the attached Amendment No. 7 authorizing the above-mentioned professional services and requests the Board to authorize the Chairman to execute the attached Amendment No. 7 on their behalf for a fee not-to-exceed $15,000.00. Funding for Amendment No. 7 is approved and budgeted from Optional Sales Tax Account No. 31521441-066510-06040 from 66th Avenue/SR 60 to 59th Street.

ATTACHMENT
Amendment No. 7 between Arcadis and Indian River County

DISTRIBUTION
Hank Deibel, P.E., Arcadis G & M, Inc.

APPROVED AGENDA ITEM
FOR: May 29, 2009
BY: Joseph A. Ball
BRIDGE REPLACEMENTS AND WIDENING OF 66TH AVENUE FROM SOUTH OF SR 60 TO 59TH STREET

PROFESSIONAL CIVIL ENGINEERING, GEOTECHNICAL ENGINEERING AND LAND SURVEYING SERVICES

AMENDMENT NO. 7 TO THE PROFESSIONAL ENGINEERING/LAND SURVEYING SERVICES AGREEMENT BETWEEN ARCADIS AND INDIAN RIVER COUNTY, FLORIDA.

This is an amendment to the existing Engineering/Land Surveying Services Agreement (AGREEMENT) dated September 6, 2005 between ARCADIS (ENGINEER) and Indian River County (COUNTY). This amendment addresses changes in "Section I - Project Limits and Description", "Section III - Scope of Services", and "Section V - Compensation".

Amendment Description

This Amendment includes the following:

"SECTION I - PROJECT LIMITS AND DESCRIPTION" is being modified to incorporate the following:

The County is planning to construct the segment of 66th Avenue from South of SR 60 to north of SR 60. Consultant services are required for construction engineering services related to this project. Construction engineering services will include coordination with the FDOT relative to the improvements to SR - 60, revisions to the plans as required by the County and FDOT at the intersection of 66th Avenue and SR-60, responding to the contractor's requests for clarification and additional information, and other similar activities.

"SECTION V - COMPENSATION" is being modified to incorporate the following:

The COUNTY agrees to pay and the ENGINEER agrees to accept for services rendered pursuant to this Agreement fees in accordance with the following:

A. Professional Services Fee

1. The basic compensation mutually agreed upon by the ENGINEER and the COUNTY follows:

   Compensation will be on an hourly basis at the hourly rates listed below:

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Project Engineer Manager</td>
<td>$115.00</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$95.00</td>
</tr>
<tr>
<td>Senior CADD Operator</td>
<td>$70.00</td>
</tr>
<tr>
<td>Survey Project Manager</td>
<td>$106.40</td>
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</table>
The following is a summary of costs:

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Charge Associated with Change in Project Scope</th>
<th>New Total Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Geotechnical Services (Tierra)</td>
<td>$0.00</td>
<td>$130,010.00</td>
</tr>
<tr>
<td>Engineering (ARCADIS)</td>
<td>$0.00</td>
<td>$816,890.00</td>
</tr>
<tr>
<td>Signal Plans (ARCADIS)</td>
<td>$0.00</td>
<td>$71,344.00</td>
</tr>
<tr>
<td>Design Survey (66th Avenue) (ARCADIS)</td>
<td>$0.00</td>
<td>$169,500.00</td>
</tr>
<tr>
<td>Design Survey (Sidestreets) (ARCADIS)</td>
<td>$0.00</td>
<td>$71,428.00</td>
</tr>
<tr>
<td>Right-of-Way Survey and Map (66th Avenue)</td>
<td>$0.00</td>
<td>$117,821.00</td>
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<tr>
<td>Right-of-way Survey (Sidestreets)</td>
<td>$0.00</td>
<td>$61,963.00</td>
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<tr>
<td>Structural Design for 4 bridges (Bridge Design Associates, Inc.)</td>
<td>$0.00</td>
<td>$207,222.00</td>
</tr>
<tr>
<td>Landscape &amp; Irrigation (Thomas Lucido &amp; Associates)</td>
<td>$0.00</td>
<td>$55,000.00</td>
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<tr>
<td>Pond Surveys</td>
<td>$0.00</td>
<td>$20,000.00</td>
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<tr>
<td>Water Main Plans ARCADIS (Lump Sum)</td>
<td>$0.00</td>
<td>$51,000.00</td>
</tr>
<tr>
<td>Corridor Study (ARCADIS)</td>
<td>$0.00</td>
<td>$15,581.00</td>
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<tr>
<td>Cultural Resource Assessment</td>
<td>$0.00</td>
<td>$8,925.93</td>
</tr>
<tr>
<td><strong>TOTAL PROFESSIONAL SERVICES</strong></td>
<td>$0.00</td>
<td><strong>$1,796,684.93</strong></td>
</tr>
</tbody>
</table>
HOURLY RATE ALLOWANCES

Allowance for Sketch and Legal
Descriptions and staking of parcels (375.00/each)................. NTE $0.00 $61,000.00

Allowance for Survey Crew and Soft Dig
Machine for Horizontal and Vertical
Utility Locations at Potential Conflicts
(Survey $112/Hr)..................................................................... NTE $0.00 $20,000.00

Allowance for Survey and Design
Of a transition to match the existing pavement
At the north end of the project............................................. NTE $0.00 $12,000.00

Construction Engineering Services............................... NTE $15,000.00 $15,000.00

TOTAL HOURLY RATE ALLOWANCES ............................. NTE $15,000.00 $98,000.00
The AGREEMENT is hereby amended as specifically set forth here in. All other sections of the AGREEMENT shall remain in full force and effect and are incorporated herein.

This Amendment No. 7 to the AGREEMENT regardless of where executed, shall be governed by and constructed by the laws of the State of Florida.

In witness whereof the parties have executed this Amendment this ______ day of ___, 2009.

ARCADIS US, INC.
2081 Vista Parkway
West Palm Beach, Fl. 33411

By: __________________________
Henry W. Deibel, Jr., P.E.
Associate Vice President

ININDIAN RIVER COUNTY, FLORIDA

By: __________________________
Wesley S. Davis, Chairman
Board of County Commissioners

WITNESSED BY:

[Signature]

County Attorney
Approved as to Form and Legal Sufficiency

[Signature]

Joseph A. Baird,
County Administrator

Approved by BCC________________________

Attest:
Jeffrey K. Barton, Clerk of Circuit Court

By:_____________________________
Deputy Clerk
Date: June 3, 2009

To: The Honorable Board of County Commissioners

Thru: Joseph A. Baird, County Administrator

From: Thomas W. Frame, General Services Director

Subject: Approval to Allow the Exhibition of a Photo Display on Behalf of the Children's Home Society in the County Administration Building “B”

BACKGROUND:
A request has been received from the Children’s Home Society to display a group of photographs of children called the Heart Gallery Exhibit. It is hoped that it can be displayed in the County Administration Building “B” from Friday July 24 through Friday August 21, 2009.

The purpose is to raise community awareness of the need for adoptive homes in our communities for the ‘hard to place’ children currently in the foster care system.

In the past, we have accommodated and the agency provided acceptable form of release as requested by County Attorney with verification of releases to use the photographs of the children.

The Children’s Home Society had requested a location of high foot traffic. The location that reasonably would be available would be the first floor lobby area of Building B.

I have attached copies of electronic communications that have occurred between this office and the Children’s Home Society along with a couple of photographs that are representative of the photo exhibits.

RECOMMENDATION:
Staff has no objection to the limited exhibit and recommends that the Board approve the photo display from July 24 through Friday August 21, 2009.
Hi there Sheila,

Great talking with you earlier.

We would like to request having the Heart Gallery on display at the IRC Administration, Building B from Friday July 24 through Friday Aug. 21.

Please let me know at your convenience.

Thanks so much for all of your support in helping us find Forever Families for our difficult to place local children in the state foster care system.

Frank

---

Frank Avilla
Children's Home Society of Florida, Treasure Coast Division
Adoptions Marketing Specialist/Heart Gallery Coordinator
415 Avenue A, Suite 100
Fort Pierce, FL 34950
772-469-5601, ext. 250 (ph)
772-469-0583 (fax)
frank.avilla@chsfl.org

IMPORTANT NOTICE: This information is intended for the exclusive use of the individual or entity to whom it is addressed and may contain information that is proprietary, privileged, confidential and exempt from disclosure under applicable state or federal law. You are hereby notified that any unauthorized copying, disclosure or distribution of this information is prohibited. If you have received this communication in error (or are not an employee or agent responsible for delivering this information to the intended recipient), please immediately notify the sender to arrange for the return or destruction of the information and all copies.
Sheila Votzi

From: Sheila Votzi [svotzi@ircgov.com]
Sent: Tuesday, June 02, 2009 4:22 PM
To: Frank Avilla
Cc: Tom Frame
Subject: RE: Heart Gallery

Frank,

It was nice to hear the update on the continued success in locating homes for so many children. Your request has been forwarded to Tom Frame, who will present it to the Board of County Commissioners for final approval. This will occur either June 16 or June 23. To the best of our knowledge, there is not a conflict for the dates you have indicated.

I will keep in informed as to the progress of this formality.

Best regard,

Sheila S. Votzi
Staff Assistant IV
Department of General Services
Indian River County
1800 27th Street, Bldg B
Vero Beach, FL 32960
(772) 226-1223 Phone
(772) 226-1992 Fax
svotzi@ircgov.com

Before printing this e-mail, think if it is necessary. Think Green!

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Frank Avilla [mailto:Frank.Avilla@chsfl.org]
Sent: Tuesday, June 02, 2009 3:25 PM
To: 'svotzi@ircgov.com'
Subject: Heart Gallery

Hi there Sheila,

Great talking with you earlier.
INDIAN RIVER COUNTY, FLORIDA

MEMORANDUM

TO: Joseph A. Baird, County Administrator

DIVISION HEAD CONCURRENCE:

[Signature]
Robert M. Keating, AICP
Community Development Director

THROUGH: Sasan Rohani, AICP
Chief, Long-Range Planning

FROM: Bill Schutt, AICP
Senior Economic Development Planner

DATE: May 28, 2009

SUBJECT: Consideration of Neighborhood Stabilization Program (NSP) Community Development Block Grant (CDBG) Service Providers Selection Committee Recommendation for Nonprofit Housing Organizations/Governmental Agencies

It is requested that the information herein presented be given formal consideration by the Board of County Commissioners at its regular meeting of June 9, 2009.

DESCRIPTION AND CONDITIONS

In late 2008, the Florida Department of Community Affairs allocated $4,680,825 in Neighborhood Stabilization Program (NSP) Community Development Block Grant (CDBG) funds to Indian River County. The purpose of the Neighborhood Stabilization Program is to provide local governments with funds to stabilize communities by purchasing foreclosed properties and selling or renting those units to income qualifying households.

Although $4.6 million in NSP funds was earmarked for the county, the county needed to submit a formal application to the state in order to obtain the funds. That application, which was approved by the Board of County Commissioners in March 2009, indicated that the County would work with local non-profit housing organizations/governmental agencies to implement NSP activities. Because
federal procurement requirements apply to the Neighborhood Stabilization Program, the county is
required to select participating non-profit organizations through its standard RFP (Request for
Proposals) process.

On April 7, 2009, the Board of County Commissioners authorized staff to issue a Request for
Proposals (RFP) to select one or more non-profit housing organizations and/or governmental
to assist the county in implementing Community Development Block Grant Neighborhood
Stabilization Program activities. That RFP was issued in early April with a proposal submittal
deadline of May 6, 2009.

By the submittal deadline, two acceptable proposals were submitted. The two proposals were from:

- Treasure Coast Homeless Services Council, Inc. (with partner organizations)
- Indian River County Housing Authority

Both of the proposers were then contacted for interviews.

On May 13, 2009, a consultant selection committee, comprised of Robert M. Keating, Community
Development Director; Jason E. Brown, Management and Budget Director; and Michael Zito,
Assistant County Administrator, reviewed the two proposals submitted by the housing organizations
and interviewed each.

ANALYSIS

Based on the written proposals and interviews, the selection committee ranked the two housing
organizations. The rankings were as follows:

<table>
<thead>
<tr>
<th>Final Ranking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Programmatic Services</td>
</tr>
<tr>
<td>1. Treasure Coast Homeless Services Council, Inc.</td>
</tr>
<tr>
<td>2. Indian River County Housing Authority</td>
</tr>
</tbody>
</table>

Even though the Committee ranked the Treasure Coast Homeless Services Council, Inc. (with
partner organizations) as number one (1), the selection committee concluded that both housing
organizations are qualified. Further, both organizations agreed that NSP CDBG funds should be
divided equally between them (approximately $2.1 million for each organization).

With the NSP CDBG funds, the Treasure Coast Homeless Services Council, Inc. will focus its
efforts on acquiring and rehabilitating housing units for rental to households primarily at or below
80% of the Area Median Income (AMI), while the Indian River County Housing Authority will focus
its efforts on acquiring and rehabilitating housing units for sale to households at or below 120% of
the AMI. It is anticipated that each housing organization will acquire a minimum of ten (10) housing
units. The exact number of housing units that each housing organization will be responsible for,
however, will depend upon a number of factors, including purchase price of homes and rehabilitation
costs for the homes.
RECOMMENDATION

Staff recommends that the Board of County Commissioners approve the selection committee's ranking, agree to award NSP funds to both ranked proposers, and authorize staff to begin contract negotiations with both the Treasure Coast Homeless Services Council, Inc. and the Indian River County Housing Authority.
INDIAN RIVER COUNTY, FLORIDA

MEMORANDUM

TO: Joseph A. Baird, County Administrator

THROUGH: James W. Davis, P.E., Public Works Director
AND
Christopher R. Mora, P.E., Assistant Public Works Director

FROM: Robert Webb, Land Acquisition Specialist

SUBJECT: CNL Net Lease Funding 2001, LP, a Delaware Limited Partnership
State Road 60 / 58th Avenue Intersection Improvements
Project # 0632
Parcel I. D. # 33-39-05-00010-0000-00004.0

DATE: June 1, 2009

CONSENT AGENDA

DESCRIPTION AND CONDITIONS

Indian River County plans to construct improvements to the intersection of State Road 60 and 58th Avenue. Additional right-of-way must be acquired along 58th Avenue near the State Road 60 intersection in order for the project to move forward.

One of the parcels impacted by the project is owned by CNL Net Lease Funding 2001, LP, a Delaware Limited Partnership, located at 1825 58th Avenue. The site is currently occupied by Ruby Tuesday restaurant. The roadway design necessitates the acquisition of a 10’ x 245.9’ (2,459.0 sq. ft.) strip of right-of-way along the eastern boundary of the parcel fronting 58th Avenue.

CNL Net Lease Funding 2001, LP, a Delaware Limited Partnership has been provided with an appraisal of their property along with the "Notice to Owner" informing them of their legal rights regarding the acquisition process.

The property value was based on comparable appraisals of adjacent properties which were prepared by Armfield & Wagner Appraisal and Research, Inc. The commercial property was valued at $25.00 per square foot. Therefore the value of the 2,459.0 sq. ft. is $61,475.00.

The subject property is adjacent to Home Depot on the north side of College Lane which is a prime commercial corridor. The County offered CNL Net Lease $61,475.00 for the property and they accepted, CNL returned the executed “Agreement to Purchase and Sell Real Estate” contract for the Commission to approve.

There are no legal fees for this acquisition.
ALTERNATIVES AND ANALYSIS

1. Approve the property purchase for $61,475.

2. Reject the terms of the Agreement and continue negotiations.

RECOMMENDATIONS

Staff recommends Alternative No. 1 by which the Board of County Commissioners approves the $61,475.00 purchase and authorizes the Chairman to sign the Agreement.

Funding will be from Account # 10215241-066120-03021 which is budgeted Traffic Impact fees District 2, State Rd. 60/58th Ave. intersection improvement.

ATTACHMENTS

1. Two “originals” of the Purchase Agreement with (Exhibits “A”),

DISTRIBUTION

1) James W. Davis, P.E., Public Works Director
2) Christopher R. Mora, P.E., Asst. Public Works Director
3) CNL Net Lease Funding 2001 LP a Delaware Limited Partnership

APPROVED AGENDA ITEM

FOR: June 09, 2009

CONSENT

<table>
<thead>
<tr>
<th>Indian River County</th>
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<tr>
<td>Engineering</td>
<td>6/2/09</td>
<td></td>
</tr>
<tr>
<td>Land Acquisition</td>
<td>6/2/09</td>
<td></td>
</tr>
</tbody>
</table>
AGREEMENT TO PURCHASE AND SELL REAL ESTATE

THIS AGREEMENT TO PURCHASE AND SELL REAL ESTATE ("Agreement") is made and entered into as of the _____ day of ____________, 2009 by and between Indian River County, a political subdivision of the State of Florida ("County"), and CNL Net Lease Funding 2001, LP, a Delaware Limited Partnership, whose mailing address is 450 S. Orange Avenue Ste 1100, Orlando, FL 32801 ("Seller"), who agrees as follows:

1. Agreement to Purchase and Sell and Grant. The Seller hereby agrees to sell to the County, and the County hereby agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement, that certain portion of the real property located at 1825 58th Avenue, Vero Beach, County of Indian River, State of Florida and more specifically described in Exhibit "A," (the Property) containing approximately 2,459 square feet or 0.056 acre, zoned commercial general, located on 58th Avenue and all improvements thereon, together with all easements, rights and uses now or hereafter belonging thereto.

2. Purchase Price, Effective Date. The purchase price (the "Purchase Price") for the Property shall be Sixty-One-Thousand-Four-Hundred-Seventy-Five and 00/100 Dollars ($61,475.00). The Purchase Price shall be paid on the Closing Date. The Effective Date of this Agreement shall be the date upon which the County shall have approved the execution of this Agreement, either by approval by the Indian River County Board of County Commissioners at a formal meeting of such Board or by the County Administrator pursuant to his delegated authority.

3. Title. Seller shall convey marketable title to the Property by special warranty deed, warranting against the acts of Seller and no others, conveying the Property to County, subject to current taxes and assessments, reservations in patents, all easements, rights-of-way encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, and all matters which an accurate survey of the Property or a physical inspection of the Property would disclose.

3.2 County may order an Ownership and Encumbrance Report with respect to the Property. County shall, within thirty (30) days from receipt of the Ownership and Encumbrance Report, deliver written notice to Seller of title defects. Title shall be deemed acceptable to County if (a) County fails to deliver notice of defects within the time specified, or (b) County delivers notice and Seller cures the defects within thirty (30) days from receipt of notice from County of title defects ("Curative Period"). Seller shall have until the Curative Period to eliminate the title defects or to obtain title insurance endorsements, at County's expense, against such title defects, it being understood and agreed, however, that Seller shall have no duty or obligations whatsoever to eliminate or secure a title endorsement against any such title defects. If the title defects are not cured within the Curative Period, County shall have thirty (30) days from the end of the Curative Period to elect, as its sole and exclusive remedy, by written notice to Seller, to: (i) to terminate this Agreement, whereupon shall be of no further force and effect, or (ii) extend the Curative Period for up to an additional 90 days; or (iii) accept title subject to existing defects and proceed to closing.

4. Representations of the Seller.

4.1 Seller has the full right, power, and authority to sell and convey its interest in the Property as provided in this Agreement and to carry out Seller's obligations hereunder and under any other documents and instruments executed by Seller pursuant this Agreement, and, except as expressly provided to the contrary herein, all requisite actions necessary to authorize Seller to enter into this Agreement and to carry out Seller's obligations hereunder and under any other documents and instruments executed by Seller pursuant hereto has been, or on or before the Closing, will have been taken.
4.2 From and after the Effective Date of this Agreement, Seller shall record no documents in the Public Records which would affect title to the Property, without the prior written consent of the County, which shall not be unreasonably withheld, conditioned or delayed.

5. Default.

5.1 In the event of a default by the County, the Seller shall be entitled, as its sole remedy hereunder, to terminate this Agreement, and neither the Seller nor any other person or party shall have any claim for specific performance, damages or otherwise against the County.

5.2 In the event the Seller shall fail to perform any of its obligations hereunder, the County shall be entitled to: (i) terminate this Agreement by written notice delivered to the Seller at or prior to the Closing Date. (ii) obtain specific performance of the terms and conditions hereof; or (iii) waive the Seller's default and proceed to Closing: IN NO EVENT SHALL SELLER BE LIABLE TO COUNTY OR TO ANY OTHER PERSON CLAIMING THROUGH COUNTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING ANY LOSS OF PROFITS, BUSINESS OR ANTICIPATED SAVINGS, WHETHER OR NOT SUCH CLAIMS HAVE ACCURED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN COUNTY'S FAVOR). COUNTY HEREBY WAIVES AND RELEASES ANY AND ALL CLAIMS FOR SUCH SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES AND AGREES NOT TO SUE UPON, ASSERT ANY THEORY OF LIABILITY FOR OR OTHERWISE CLAIM OR SEEK ANY SUCH SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES.

6. Closing.

6.1 The closing of the transaction contemplated herein ("Closing" and "Closing Date") shall take place within 45 days following the Effective Date of this Agreement. The parties agree that the Closing shall be as follows:

(a) The Seller shall execute and deliver to the County a warranty special warranty deed conveying marketable title to the Property, and in the condition required by paragraph 3.
(b) The Seller shall have removed all of its personal property and equipment from the Property and Seller shall deliver possession of the Property to County vacant and in the same or better condition that existed at the Effective Date hereof.

7. Prorations. All taxes and special assessments which are a lien upon the property on or prior to the Closing Date (except current taxes which are not yet due and payable) shall be paid by the Seller. If the Closing Date occurs during the time interval commencing on November 2 and ending on December 31, Seller shall pay all current real estate taxes and special assessments levied against the Property, prorated based on the “due date” of such taxes established by the taxing authority having jurisdiction over the Property. If the Closing Date occurs between January 1 and November 1, the Seller shall, in accordance with Florida Statutes Section 196.295, pay an amount equal to the current real estate taxes and assessments, prorated to the Closing Date.

8. Miscellaneous.

8.1 Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue shall be in Indian River County for all state court matters, and in the Southern District of Florida for all federal court matters.

8.2 Conveyance in Lieu of Eminent Domain. It is understood by the parties that this contract
is entered by SELLER under the threat and in lieu of condemnation.

8.3 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to this transaction and supersedes all prior agreements, written or oral, between the Seller and the County relating to the subject matter hereof. Any modification or amendment to this Agreement shall be effective only if in writing and executed by each of the parties.

8.4 **Assignment and Binding Effect.** Neither County nor Seller may assign its rights and obligations under this Agreement without the prior written consent of the other party. The terms hereof shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

8.5 **Notices.** Any notice shall be deemed duly served if personally served or if mailed by certified mail, return receipt requested, or if sent via “overnight” courier service or facsimile transmission, as follows:

If to Seller: Matthew Rohrbach, Real Estate Specialist CNL Net Lease Funding 2001, LP 8377 E. Hartford Dr. Suite 200 Scottsdale, AZ 85255

If to County: Indian River County 1801 27th Street, Vero Beach, FL 32960 Attn: Robert Webb, Land Acquisition

Either party may change the information above by giving written notice of such change as provided in this paragraph.

8.6 **Survival and Benefit.** Except as otherwise expressly provided herein, each agreement, representation or warranty made in this Agreement by or on behalf of either party, or in any instruments delivered pursuant hereto or in connection herewith, shall survive the Closing Date and the consummation of the transaction provided for herein. The covenants, agreements and undertakings of each of the parties hereto are made solely for the benefit of, and may be relied on only by the other party hereto, its successors and assigns, and are not made for the benefit of, nor may they be relied upon, by any other person whatsoever.

8.7 **Attorney’s Fees and Costs.** In any claim or controversy arising out of or relating to this Agreement, each party shall bear its own attorney’s fees, costs and expenses.

8.8 **Counterparts.** This Agreement may be executed in two or more counterparts, each one of which shall constitute an original.

8.9 **County Approval Required:** This Agreement is subject to approval by the Indian River County Board of County Commissioners as set forth in paragraph 2.

8.10 **Beneficial Interest Disclosure:** In the event Seller is a partnership, limited partnership, corporation, trust, or any form of representative capacity whatsoever for others, Seller shall provide a fully completed, executed, and sworn beneficial interest disclosure statement in the form attached to this Agreement as an exhibit that complies with all of the provisions of Florida Statutes Section 286.23 prior to approval of this Agreement by the County. However, pursuant to Florida Statutes Section 286.23 (3) (a), the beneficial interest in any entity registered with the Federal Securities and Exchange Commission, or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public, is exempt from disclosure; and where the Seller is a non-public entity, that
Seller is not required to disclose persons or entities holding less than five (5%) percent of the beneficial interest in Seller.

8.11 Access: County shall in all cases make a good faith effort to minimize the disruption of business conducted on Seller's premises, but in no event shall County unreasonably interfere with the conduct of such business. County acknowledges that access to the Seller's premises comes from internal circulation roads of the shopping center adjacent to the Seller's premises. Said shopping center's access points lie on 58th Avenue and College Lane. County shall not block both points of entry to the shopping center at anytime ad reasonable access to the Seller's premises shall remain open during all typical business hours.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

SELLER:
CNL Net Lease Funding 2001, LP,
a Delaware limited partnership
By: USRP (SFGP), LLC its sole, general partner
Printed name and Title;
By: Carolyn Craft Martin
Authorized Signatory

Indian River County, Florida
Board of County Commissioners
By: Wesley S. Davis, Chairman
Date Signed: _________________

Attest: J.K. Barton, Clerk
By: Deputy Clerk
Date Signed: _________________

Indian River County Administrator
By: Joseph A. Baird
Date Signed: _________________

Approved as to form and Legal Sufficiency:
Deputy County Attorney
SURVEYOR'S NOTES

1) THIS IS A SKETCH OF LEGAL DESCRIPTION ONLY, NOT A BOUNDARY RETRACEMENT SURVEY.

2) THE BEARING BASE FOR THIS SURVEY IS BASED UPON THE EAST LINE OF THE SOUTHEAST QUADRANT OF SECTION 5, TOWNSHIP 33 SOUTH, RANGE 39 EAST. SAID LINE BARES SOUTH 00°22'10" WEST.

3) THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES.

LEGEND

- SECTION LINE
- PROPERTY LINE
- PROPOSED RIGHT OF WAY TAKING
- RIGHT OF WAY LINE
- EASEMENT LINE
- P.O.B. POINT OF BEGINNING
- P.O.B. PLAT BOOK
- O.R.B. OFFICIAL RECORDS BOOK
LEGAL DESCRIPTION

BY SURVEYOR

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUAT ED, LYING AND
BEING IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 SOUTH;
RANGE 36 EAST OF THE TALLAMADEGE BASE MERIDIAN, INDIAN RIVER COUNTY,
FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO
WIT:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4, HOME DEPOT AT VERO
BEACH AS RECORDED IN PLAT BOOK 15, PAGE 28 IN THE PUBLIC RECORDS OF
INDIAN RIVER COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE WESTERLY
RIGHT OF WAY LINE OF 58TH AVENUE (KINGS HIGHWAY);

THENCE, BEARING SOUTH 00°02'10" WEST, ALONG SAID WESTERLY RIGHT OF
WAY LINE, A DISTANCE OF 245.87 FEET TO A POINT ON THE NORTHERLY
RIGHT OF WAY LINE OF COLLEGE LANE;

THENCE, LEAVING SAID WESTERLY RIGHT OF WAY LINE OF 58TH AVENUE
(KINGS HIGHWAY), BEARING NORTH 89°53'51" WEST, ALONG SAID NORTHERLY
RIGHT OF WAY LINE OF COLLEGE LANE, A DISTANCE OF 10.00 FEET TO A
POINT;

THENCE, LEAVING SAID NORTHERLY RIGHT OF WAY LINE, BEARING NORTH
00°02'10" EAST, A DISTANCE OF 245.86 FEET TO A POINT ON THE
AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF 58TH AVENUE (KINGS
HIGHWAY);

THENCE, BEARING SOUTH 89°57'10" EAST, ALONG SAID WESTERLY RIGHT OF
WAY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 2.459 SQUARE
FEET OR 0.056 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS, CONDITIONS
AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.
TO: Members of the Board of County Commissioners

DATE: June 3, 2009

SUBJECT: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM – AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 – GRANT DISTRIBUTION

FROM: Jason E. Brown
Director, Management & Budget

Descriptions and Conditions

On April 15, 2009, Indian River County was notified by the Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants, that $533,198 has been allocated in grant funds as part of the American Recovery and Reinvestment Act of 2009 to support a broad range of activities to prevent and control crime and to improve the criminal justice system. FDLE will distribute these funds in accordance with the Justice Assistance Grant (JAG) Countywide distribution provisions of Chapter 11D-9, Florida Administrative Code (FAC).

At the commission meeting on May 5, 2009, the Board accepted the invitation to serve as the coordinating unit of government and named Jason E. Brown, Director of Management & Budget, as the contact person.

PROPOSED FUNDING FOR FY 2009/2010

The Substance Abuse Council Advisory Board has recommended funding the programs listed below:

<table>
<thead>
<tr>
<th>Programs to be Funded</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indian River County Sheriff's Office</td>
<td>$345,919</td>
</tr>
<tr>
<td>Vero Beach Police Department</td>
<td>$78,650</td>
</tr>
<tr>
<td>Sebastian Police Department</td>
<td>$28,329</td>
</tr>
<tr>
<td>Fellsmere Police Department</td>
<td>$47,500</td>
</tr>
<tr>
<td>Indian River Shores Public Safety</td>
<td>$32,800</td>
</tr>
<tr>
<td></td>
<td>$533,198</td>
</tr>
</tbody>
</table>

The original, complete grant application for the Indian River County Sheriff's Office is attached for your approval. As a condition of this award, the application must be accompanied by letters of approval representing agreement among at least 51 percent of all units of local government representing at least 51 percent of the County population as to the allocation of dollars to each project in the County. Copies of these letters are also attached.
RECOMMENDATION

Staff recommends that the Board of Commissioners approve the recommendations submitted by the local units of government: Indian River County Sheriff’s Office, City of Vero Beach Police Department, City of Sebastian Police Department, City of Fellsmere Police Department and the Town of Indian River Shores Public Safety Department and authorize the Board Chairman to sign the grant application for the Indian River County Sheriff’s Office and the letter approving distribution of the funds to the local units of government for submittal to the state prior to the deadline of Friday, June 19, 2009.

ATTACHMENT

Approval letter to Florida Dept. of Law Enforcement
Grant Application for Funding Assistance
Approval letters from City of Vero Beach, Town of Indian River Shores,
   City of Fellsmere and City of Sebastian
May 4, 2009 Memo from Sheriff

DISTRIBUTION

Diane Bernardo – Finance

APPROVED AGENDA ITEM:

BY:  
Joseph A. Baird
County Administrator

FOR:  June 9, 2009

<table>
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<th>Department</th>
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<td>Legal</td>
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<td>Budget</td>
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<tr>
<td>Department</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Risk Management</td>
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</tr>
</tbody>
</table>
June 9, 2009

Mr. Clayton H. Wilder
Administrator
Office of Criminal Justice Grants
Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Mr. Wilder:

In compliance with State of Florida Rule 11D-9, F.A.C., Indian River County Board of County Commissioners approves the distribution of $533,198 of the Edward Byrne Memorial JAG Program – American Recovery and Reinvestment Act of 2009 funds for the following projects within Indian River County:

<table>
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<tr>
<th>Subgrantee</th>
<th>Title of Project</th>
<th>Dollar Amount (Federal Funds)</th>
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<tr>
<td>Indian River County Sheriff’s Office</td>
<td>Law Enforcement Equipment Needs</td>
<td>$345,919</td>
</tr>
<tr>
<td>City of Vero Beach Police Dept.</td>
<td>Law Enforcement Equipment Needs</td>
<td>$78,650</td>
</tr>
<tr>
<td>City of Sebastian Police Dept.</td>
<td>Law Enforcement Equipment Needs</td>
<td>$28,329</td>
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<tr>
<td>City of Fellsmere Police Dept.</td>
<td>Law Enforcement Equipment Needs</td>
<td>$47,500</td>
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<tr>
<td>Town of Indian River Shores Public Safety</td>
<td>Law Enforcement Equipment Needs</td>
<td>$32,800</td>
</tr>
<tr>
<td></td>
<td><strong>COUNTY TOTAL</strong></td>
<td><strong>$533,198</strong></td>
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Sincerely,

Wesley S. Davis, Chairman
Indian River County
Board of County Commissioners
Application for Funding Assistance
Florida Department of Law Enforcement
American Recovery Act - JAG Countywide

Subgrant Recipient
Organization Name: Indian River County Board of Commissioners
County: Indian River

Chief Official
Name: Wesley Davis
Title: Chairman
Address: 1801 27th Street
City: Vero Beach
State: FL       Zip: 32960
Phone: 772-226-1442   Ext:
Fax:
Email: wdavis@ircgov.com

Chief Financial Officer
Name: Diane Bernardo
Title: Finance Director
Address: 1801 27th Street
City: Vero Beach
State: FL       Zip: 32960
Phone: 772-567-8000   Ext: 1205
Fax: 772-770-5331
Email: dbernardo@clerk.indian-river.org
Application for Funding Assistance
Florida Department of Law Enforcement
American Recovery Act - JAG Countywide

Implementing Agency
Organization Name: Indian River County Sheriff's Office
County: Indian River

Chief Official
Name: Deryl Loar
Title: Sheriff
Address: 4055 41st Avenue
City: Vero Beach
State: FL Zip: 32960
Phone: 772-589-6700 Ext: 6404
Fax: 772-589-8144
Email: dloar@ircsheriff.org

Project Director
Name: Kimberly Poole
Title: Planner / Grant Manager
Address: 4055 4th Avenue
City: Vero Beach
State: FL Zip: 32960
Phone: 772-978-6214 Ext:
Fax: 772-567-9755
Email: kpoole@ircsheriff.org
General Project Information

Project Title: INDIAN RIVER COUNTY SHERIFF'S OFFICE LAW ENFORCEMENT NEEDS
Subgrant Recipient: Indian River County Board of Commissioners
Implementing Agency: Indian River County Sheriff's Office
Project Start Date: 10/1/2009  End Date: 9/30/2010

Problem Identification
The Indian River County Sheriff's Office (IRCSO) is requesting funds for two projects, a Mobile Crime Scene Van and Portable Radios for the County Jail. Currently the Indian River County Sheriff's Office assists four of five Municipalities with major crime scenes. A Mobile Crime Scene Van would enable the IRCSO Crime Scene Technicians the ability to respond in a quick and efficient manner, with all needed equipment on-board the van. IRCSO also runs the County Jail. Currently the radios used within our jail are hot-seated, generally meaning that the radios may never get a full charge due to the oncoming shift using the same radios as the previous shift.

Project Summary
To purchase one Mobile Crime Scene van from Sirchie Vehicle Division in the amount of $219,919.00, this will include all necessary needed equipment and materials.

To purchase 30 Portable Radios for the Indian River County Jail which will include all accessories such as: Extra Battery, Charger and Antennas (short and long).
Application for Funding Assistance
Florida Department of Law Enforcement
American Recovery Act - JAG Countywide

Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of $500,000 or more from the U.S. Department of Justice?
Answer: Yes

Question: Does the Implementing Agency receive a single grant in the amount of $500,000 or more from the U.S. Department of Justice?
Answer: No
Application for Funding Assistance
Florida Department of Law Enforcement
American Recovery Act - JAG Countywide

General Performance Info:
Performance Reporting Frequency: Quarterly
Federal Purpose Area: 001 - Law Enforcement Programs
State Purpose Area: E - Equipment Supplies - Purchase Equipment/Supplies

Activity Description
Activity: Equipment and Supplies
Target Group: Equipment and Supplies
Geographic Area: Countywide
Location Type: Sheriff’s Office
Address(es):
Indian River County Sheriff's Office
4055 41st Avenue
Vero Beach, FL 32960

Objectives and Measures
Objective: 25.E.SI - Amount of funds expended on equipment and/or supplies
Measure: Part 1
Amount of funds to be expended to purchase equipment and/or supplies
Goal: $345,919.00

Objective: 26.E.SI - Types of equipment and/or supplies purchased with JAG funds
Measure: Part 4
Purchase equipment and/or supplies other than court supplies, computer software, or firearms
Goal: Yes

Objective: 27.E.SI - Number of units to directly benefit from equipment and/or supplies purchased with JAG funds
Measure: Part 2
Number of units that will directly benefit from equipment and/or supplies purchased with JAG funds
Goal: 4
Section Questions:

Question: If "other" was selected for the geographic area, please describe.
Answer: N/A

Question: If "other" was selected for location type, please describe.
Answer: N/A

Question: What is the physical address of your primary performance location? This is a physical location, not a mailing address. If your physical location is confidential, enter the address of the next highest level of your organization. Enter only one address.
Answer: 4055 41st Avenue, Vero Beach, Fl 32960
Application for Funding Assistance
Florida Department of Law Enforcement
American Recovery Act - JAG Countywide

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Monthly
Is the subgrantee a state agency?: No
FLAIR / Vendor Number: 596000874

Budget:

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Federal</th>
<th>Match</th>
<th>Total</th>
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<tbody>
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<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Contractual Services</td>
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<tr>
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Percentage

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<tbody>
<tr>
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Project Generated Income:

Will the project earn project generated income (PGI)? No
Budget Narrative:

Operating Capital Outlay
Description: Heavy Duty Major Incident Crime Scene Investigation Vehicle and supplies
Unit Cost: $219,919
Total Cost: $219,919
No Match

Operating Capital Outlay
Description: 30 Portable Radios
Unit Cost: $4,200
Total Cost: $126,000
No Match
Application for Funding Assistance
Florida Department of Law Enforcement
American Recovery Act - JAG Countywide

Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?
Answer: N/A

Question: If benefits are to be included, are they reflected in the budget narrative?
Answer: N/A

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.
Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.
Answer: N/A

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.
Answer: Sheriff's Office - $1,000
Application for Funding Assistance
Florida Department of Law Enforcement
American Recovery Act - JAG Countywide

Section 5: Standard Conditions

Insert Standard Conditions Page here.
In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers, whiteout, etc. are not acceptable.

Signature: ________________________________
Typed Name and Title: ________________________________
Date: ________________________________

Typed Name of Subgrant Recipient: Indian River County
Signature: ________________________________
Typed Name and Title: Wesley Davis, Chair, Board of County Commissioners
Date: ________________________________

Typed Name of Implementing Agency: Indian River County Sheriff's Office
Signature: ________________________________
Typed Name and Title: Deryl B. Loar, Sheriff
Date: 4/9/09

Application for Funding Assistance
Florida Department of Law Enforcement
American Recovery Act - JAG Countywide

Insert Certifications and Authorizations here.
May 26, 2009

Mr. Clayton H. Wilder  
Administrator  
Office of Criminal Justice Grants  
Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308

Dear Mr. Wilder:

In compliance with State of Florida Rule 11D-9, F.A.C., the City of Vero Beach (city or county) approves the distribution of $533,198.00 (total allocation available) of the Edward Byrne Memorial JAG Program – American Recovery and Reinvestment Act of 2009 funds for the following projects within Indian River (county):

<table>
<thead>
<tr>
<th>Subgrantee (City or County)</th>
<th>Title of Project</th>
<th>Dollar Amount (Federal Funds)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indian River County Sheriff’s Office</td>
<td>Law Enforcement Equipment Needs</td>
<td>345,919</td>
</tr>
<tr>
<td>Vero Beach Police Department</td>
<td>Law Enforcement Equipment Needs</td>
<td>78,650</td>
</tr>
<tr>
<td>Sebastian Police Department</td>
<td>Law Enforcement Equipment Needs</td>
<td>28,329</td>
</tr>
<tr>
<td>Fellsmere Police Department</td>
<td>Law Enforcement Equipment Needs</td>
<td>47,500</td>
</tr>
<tr>
<td>Indian River Shores Public Safety</td>
<td>Law Enforcement Equipment Needs</td>
<td>32,800</td>
</tr>
<tr>
<td></td>
<td>County Total</td>
<td>533,198</td>
</tr>
</tbody>
</table>

Sincerely,

Sabin C. Abell

Typed Name of Chief Official

__________________________  
Mayor

Typed Title
May 26, 2009

Mr. Clayton H. Wilder, Administrator
Office of Criminal Justice Grants
Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Mr. Wilder:

In compliance with State of Florida Rule 11D-9, F.A.C., the Indian River Shores Public Safety Department approves the distribution of $533,198.00 (total allocation available) of the Edward Byrne Memorial JAG Program - American Recovery and Reinvestment Act of 2009 funds for the following projects within Indian River (county):

<table>
<thead>
<tr>
<th>Subgrantee (City or County)</th>
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<td>Law Enforcement Equipment Needs</td>
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<tr>
<td>Fellsmere Police Department</td>
<td>Law Enforcement Equipment Needs</td>
<td>47,500</td>
</tr>
<tr>
<td>Indian River Shores Public Safety</td>
<td>Law Enforcement Equipment Needs</td>
<td>32,800</td>
</tr>
<tr>
<td></td>
<td>County Total</td>
<td>533,198</td>
</tr>
</tbody>
</table>

Sincerely,

[Signature]

Typed Name of Chief Official: William Kenyon

Mayor, Town of Indian River Shores

Typed Title
May 26, 2009

Mr. Clayton H. Wilder  
Administrator  
Office of Criminal Justice Grants  
Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308

Dear Mr. Wilder:

In compliance with State of Florida Rule 11D-9, F.A.C., the City of Fellsmere approves the distribution of $533,198.00 (total allocation available) of the Edward Byrne Memorial JAG Program – American Recovery and Reinvestment Act of 2009 funds for the following projects within Indian River (county):

<table>
<thead>
<tr>
<th>Subgrantee</th>
<th>Title of Project</th>
<th>Dollar Amount (Federal Funds)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indian River County Sheriff's Office</td>
<td>Law Enforcement Equipment Needs</td>
<td>345,919</td>
</tr>
<tr>
<td>Vero Beach Police Department</td>
<td>Law Enforcement Equipment Needs</td>
<td>78,650</td>
</tr>
<tr>
<td>Sebastian Police Department</td>
<td>Law Enforcement Equipment Needs</td>
<td>28,329</td>
</tr>
<tr>
<td>Fellsmere Police Department</td>
<td>Law Enforcement Equipment Needs</td>
<td>47,500</td>
</tr>
<tr>
<td>Indian River Shores Public Safety</td>
<td>Law Enforcement Equipment Needs</td>
<td>32,800</td>
</tr>
<tr>
<td></td>
<td>County Total</td>
<td>533,198</td>
</tr>
</tbody>
</table>

Sincerely,

[Signature]

Susan Adams,  
Mayor, City of Fellsmere
May 26, 2009

Mr. Clayton H. Wilder  
Administrator  
Office of Criminal Justice Grants  
Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308

Dear Mr. Wilder:

In compliance with State of Florida Rule 11O-9, F.A.C., the City of Sebastian approves the distribution of $533,198.00 (total allocation available) of the Edward Byrne Memorial JAG Program – American Recovery and Reinvestment Act of 2009 funds for the following projects within Indian River (county):

<table>
<thead>
<tr>
<th>Subgrantee</th>
<th>Title of Project</th>
<th>Dollar Amount (Federal Funds)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indian River County Sheriff's Office</td>
<td>Law Enforcement Equipment Needs</td>
<td>345,919</td>
</tr>
<tr>
<td>Vero Beach Police Department</td>
<td>Law Enforcement Equipment Needs</td>
<td>78,650</td>
</tr>
<tr>
<td>Sebastian Police Department</td>
<td>Law Enforcement Equipment Needs</td>
<td>26,329</td>
</tr>
<tr>
<td>Fellsmere Police Department</td>
<td>Law Enforcement Equipment Needs</td>
<td>47,500</td>
</tr>
<tr>
<td>Indian River Shores Public Safety</td>
<td>Law Enforcement Equipment Needs</td>
<td>32,800</td>
</tr>
<tr>
<td></td>
<td>County Total</td>
<td>533,198</td>
</tr>
</tbody>
</table>

Sincerely,

Richard H. Gillmor  
Typed Name of Chief Official

__________________________  
Mayor  
Typed Title
May 4, 2009

TO: Jason Brown, Indian River County Budget Director

VIA: Deryl Loar, Sheriff

FROM: Kim Poole, Planner


The EBMJAG: State Solicitation is in the amount of $533,198.00. On Thursday, May 7, 2009, at 4 PM Command Members from the Indian River County Sheriff’s Office, Vero Beach Police Department, Sebastian Police Department, Fellsmere Police Department and Indian River Shores Public Safety met at the Indian River County Sheriff’s Office to agree on how the funds should be distributed. The following is the monetary breakdown that would assist all law enforcement agencies with these grant funds.

Should you have any questions, please feel free to contact Sheriff Deryl Loar at 978-6404 or Planner Kim Poole at 978-6214.

<table>
<thead>
<tr>
<th>Agency</th>
<th>Amount</th>
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<tbody>
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<td></td>
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<td><strong>$345,919</strong></td>
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<tr>
<td>Vero Beach Police Department</td>
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<td></td>
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<td></td>
<td><strong>$78,650</strong></td>
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<tr>
<td>Sebastian Police Department</td>
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<td>Fingerprint Live Scan System</td>
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<td>Fellsmere Police Department</td>
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<td>2 Honda Four Track Rancher ATV's</td>
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<td></td>
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<td>3 Vehicle Radio Splitters</td>
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<td></td>
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<td>Crime Prevention/Informational Literature</td>
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<td></td>
<td><strong>$47,500</strong></td>
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<tr>
<td>Indian River Shores Public Safety</td>
<td>$8,000</td>
<td>I.T. Server</td>
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<td></td>
<td>$6,000</td>
<td>5 Mobile Data Terminals</td>
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<td></td>
<td>$2,000</td>
<td>2 Desk-top Computers</td>
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<td></td>
<td>$16,800</td>
<td>4 Handheld Radios</td>
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<tr>
<td></td>
<td><strong>$32,800</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$533,198</strong></td>
<td></td>
</tr>
</tbody>
</table>

KMP/ cc: Tim Elder, Undersheriff
TO: Joseph Baird  
County Administrator

THROUGH: James W. Davis, P.E.  
Public Works Director

FROM: Jonathan C. Gorham, Ph.D.  
Coastal Resource Manager

SUBJECT: Final Payment and Retainage Release  
Work Order #11  
Applied Technology and Management Inc.

DATE: June 1, 2009

DESCRIPTION AND CONDITIONS

On December 13, 2005, the Board approved a Contract with Applied Technology and Management Inc. (ATM) for professional coastal engineering services in Indian River County. Work Order #11 to this contract provides for services related to permit required post-construction biological and physical monitoring of the Sectors 1&2 beach restoration project for the summer 2008 season. Work Order #11 is in the amount of $401,361.00. ATM has submitted a Final Invoice in the amount of $72,464.02. All the tasks under this Work Order are now 100% complete. There were some cost savings due to better than expected conditions for the biological monitoring, and the total amount billed on the Work Order was $355,518.42. ATM is requesting the release of retainage in the amount of $35,551.84

RECOMMENDATIONS AND FUNDING

Staff recommends the Board approve the final payment and release of retainage for Work Order #11. The post-construction physical and biological monitoring contained in Work Order #11 is eligible for 46.65% cost sharing with the Florida Department of Environmental Protection under Grant Agreement 07IR3. Local funding of beach restoration includes a portion of local option tourist tax revenue as well as allocations of the one-cent sales tax. Funding is available and budgeted in the Beach Restoration Fund - Sectors 1&2 Post Construction Monitoring - Account #12814472-033490-08003. Funding is from the following:

Final payment of $72,464.02, account #12814472-033490-08003.
Release of retainage of $35,551.84, account #128-206000-08003.
ATTACHMENT

Invoice # 28528
Retainage Invoice #28529

DISTRIBUTION

Finance Department
Pete Seidle, ATM Inc.

APPROVED AGENDA ITEM

FOR 6/9/09

BY [Signature]

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<thead>
<tr>
<th>Indian River County</th>
<th>Approved</th>
<th>Date</th>
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<tr>
<td>Administration</td>
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<td>Budget</td>
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<tr>
<td>Division</td>
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<td>6-1-09</td>
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136
**DR. JONATHAN C. GORHAM**  
**INDIAN RIVER COUNTY**  
4375 43rd Ave., Unit 102  
Vero Beach, FL 32967

**PROJECT NO.** 06-1788  
**PROJ MGR:** PETER SEIDLE  
**PROJ NAME:** WO #11 - Sectors 1 & 2 Post Project Monitoring

**PROFESSIONAL SERVICES THROUGH 05/29/09**

<table>
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<th>Description</th>
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<td>SUBCONTRACT LABOR/SERVICES:</td>
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<td>TOTAL WO #11 - Sectors 1 &amp; 2 Post Project Monitoring</td>
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<td>LESS RETAINAGE</td>
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<tr>
<td>TOTAL AMOUNT DUE</td>
<td>$72,464.02</td>
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**PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT AND REMIT TO:**

APPLIED TECHNOLOGY AND MANAGEMENT, INC.  
5550 NW 111th Blvd  
GAINESVILLE, FL 32653
<table>
<thead>
<tr>
<th>Task Number</th>
<th>Description</th>
<th>Budget</th>
<th>Total Previous Invoiced</th>
<th>Sub Amount Including markup this Invoice</th>
<th>ATM Amount This Invoice</th>
<th>Total Billed To Date</th>
<th>Remaining Budget</th>
<th>Percent Complete</th>
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<td>Biological Monitoring (Post-Const.)</td>
<td>227,776.00</td>
<td>112,367.06</td>
<td>74,269.58</td>
<td>110.00</td>
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<td>2</td>
<td>Nearshore Turtle Abundance</td>
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<td>3</td>
<td>Aerial Photography</td>
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<td>6</td>
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<td>7</td>
<td>Sea Turtle Nest Monitoring</td>
<td>22,173.00</td>
<td>16,927.44</td>
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<td>5,722.34</td>
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<tr>
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<td>275,002.84</td>
<td>79,835.58</td>
<td>660.00</td>
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</tbody>
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**WO #11**

**SECTORS 1 & 2 POST PROJECT MONITORING**

**Totals to Date**
INVOICE NUMBER: 28529
INVOICE DATE: 5/29/2009

PROJECT NO: 08-1788
PROJECT MGR: Peter Seidle
PROJECT NAME: WO#11 Sectors 1 & 2 Post Project Monitoring

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<thead>
<tr>
<th>TASK NUMBER</th>
<th>RETAINAGE INVOICE</th>
<th>TASK FEE</th>
<th>PERCENT COMPLETE</th>
<th>AMOUNT BILLED</th>
<th>RETAINAGE DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Biological Monitoring (Post Const.)</td>
<td>$227,776.00</td>
<td>100.00%</td>
<td>$186,746.64</td>
<td>$18,674.66</td>
</tr>
<tr>
<td>2</td>
<td>Nearshore Turtle Abundance</td>
<td>$9,303.00</td>
<td>100.00%</td>
<td>$9,303.00</td>
<td>$930.30</td>
</tr>
<tr>
<td>3</td>
<td>Aerial Photography</td>
<td>$8,072.00</td>
<td>100.00%</td>
<td>$5,215.50</td>
<td>$521.55</td>
</tr>
<tr>
<td>4</td>
<td>Borrow Area Hydro Survey</td>
<td>$22,173.00</td>
<td>100.00%</td>
<td>$18,927.44</td>
<td>$1,892.74</td>
</tr>
<tr>
<td>5</td>
<td>Beach Profile Survey</td>
<td>$19,956.00</td>
<td>100.00%</td>
<td>$16,540.20</td>
<td>$1,654.02</td>
</tr>
<tr>
<td>6</td>
<td>Physical Monitoring Report</td>
<td>$35,300.00</td>
<td>100.00%</td>
<td>$38,464.80</td>
<td>$3,846.48</td>
</tr>
<tr>
<td>7</td>
<td>Sea Turtle Nest Monitoring</td>
<td>$74,389.00</td>
<td>100.00%</td>
<td>$73,313.50</td>
<td>$7,331.35</td>
</tr>
<tr>
<td>8</td>
<td>Agency Coordination &amp; Project Administration</td>
<td>$5,292.00</td>
<td>100.00%</td>
<td>$7,007.34</td>
<td>$700.73</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>401,361.00</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>355,518.42</strong></td>
<td><strong>35,551.84</strong></td>
</tr>
</tbody>
</table>

PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT AND REMIT TO:
APPLIED TECHNOLOGY AND MANAGEMENT, INC.
5550 NW 111th Blvd
GAINESVILLE, FL 32653
TO: Members of the Board of County Commissioners

DATE: June 3, 2009

SUBJECT: TOURIST DEVELOPMENT COUNCIL
2009/2010 BUDGET RECOMMENDATIONS

FROM: Jason E. Brown
Director, Management & Budget

DESCRIPTION AND CONDITIONS

On May 20, 2009, the Tourist Development Council (TDC) reviewed budget requests for fiscal year 2009/2010 to be paid from the Tourist Tax revenue. The rankings listed below are based on the rating system originally approved by the Board of County Commissioners on March 4, 2003 with a minor modification by the Tourist Development Council on May 16, 2007.

TOURIST DEVELOPMENT COUNCIL RATINGS SUMMARY (March 4, 2003 System)
Fiscal Year 2009/2010 Funding Application

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Indian River County Chamber of Commerce and Sebastian Chamber of Commerce</td>
<td>$412,500</td>
<td>785</td>
<td>1</td>
<td>$395,781</td>
<td>$358,313</td>
</tr>
<tr>
<td>Treasure Coast Sports Commission</td>
<td>$106,800</td>
<td>717</td>
<td>2</td>
<td>$118,000</td>
<td>$118,000</td>
</tr>
<tr>
<td>Vero Heritage</td>
<td>$15,593</td>
<td>658</td>
<td>3</td>
<td>$15,000</td>
<td>$15,000</td>
</tr>
<tr>
<td>Cultural Council</td>
<td>$74,000</td>
<td>646</td>
<td>4</td>
<td>$74,000</td>
<td>$20,562</td>
</tr>
<tr>
<td>Treasure Coast International Kayak and Canoe Rally</td>
<td>$0</td>
<td>584</td>
<td>5</td>
<td>$33,500</td>
<td>$0</td>
</tr>
<tr>
<td>Sebastian Chamber of Commerce Blues Bash</td>
<td>$16,137</td>
<td>NA</td>
<td>NR</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Historical Society (Did not apply for funding for FY 2009/2010)</td>
<td>$3,607</td>
<td>NA</td>
<td>NR</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$628,637</strong></td>
<td><strong>$636,281</strong></td>
<td><strong>$511,875</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

After the rankings were compiled and the funds allocated, some members of the TDC voiced concerns about the ranking system. These members were concerned that the ranking system combined with the drop in revenues resulted in one agency receiving no funding and another receiving a substantial cutback in funds, while another higher ranked agency received an increase
in funding for the fiscal year. Through considerable discussion, a revised methodology was proposed. Under the proposal, agencies would receive a pro-rated portion of their request. This proration would be based upon the percentage of available points awarded to each agency multiplied by the agency’s request. Since there were eight (8) TDC members compiling rankings and 100 points were available from each member, a total of 800 points was available to each agency. The total points awarded are shown in the table below along with the final funding recommendations from the TDC.

Some modifications to this system were made during the meeting as well. First, the Treasure Coast Sports Commission (TCSC) request included a $15,000 bid fee for the Police and Fire Games in 2010. This same amount was added via budget amendment in the current fiscal year to fund the Games for this summer. The TCSC staff voiced concerns about not having enough funding to provide bid fees for the Police and Fire Games in addition to several possible new events at Dodgertown considering the arrival of Minor League Baseball as the new tenant. Therefore, it was determined that this $15,000 would be removed from the TCSC funding request, and would be added back next fiscal year if needed. Additionally, the Treasure Coast International Kayak and Canoe Rally reduced their funding request to $20,000. These factors, combined with the TDC’s recommendation to use an additional $60,892 from reserves resulted in the final recommended allocation shown below.

TOURIST DEVELOPMENT COUNCIL RATINGS SUMMARY (Final Recommendation)
Fiscal Year 2009/2010 Funding Application

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Indian River County Chamber of Commerce and Sebastian Chamber of Commerce</td>
<td>$412,500</td>
<td>785</td>
<td>1</td>
<td>$395,781</td>
<td>$388,359</td>
</tr>
<tr>
<td>Treasure Coast Sports Commission (1)</td>
<td>$106,800</td>
<td>717</td>
<td>2</td>
<td>$118,000</td>
<td>$92,314</td>
</tr>
<tr>
<td>Vero Heritage</td>
<td>$15,593</td>
<td>658</td>
<td>3</td>
<td>$15,000</td>
<td>$12,338</td>
</tr>
<tr>
<td>Cultural Council</td>
<td>$74,000</td>
<td>646</td>
<td>4</td>
<td>$74,000</td>
<td>$59,755</td>
</tr>
<tr>
<td>Treasure Coast International Kayak and Canoe Rally</td>
<td>$0</td>
<td>584</td>
<td>5</td>
<td>$33,500</td>
<td>$20,000</td>
</tr>
<tr>
<td>Sebastian Chamber of Commerce Blues Bash</td>
<td>$16,137</td>
<td>NA</td>
<td>NR</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Historical Society (Did not apply for funding for FY 2009/2010)</td>
<td>$3,607</td>
<td>NA</td>
<td>NR</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$628,637</strong></td>
<td></td>
<td></td>
<td><strong>$636,281</strong></td>
<td><strong>$572,766</strong></td>
</tr>
</tbody>
</table>

(1) The Treasure Coast Sports Commission recommended funding does not include $15,000 that will be added via budget amendment mid-year if needed. Once that funding is included, the total recommended amount will be $107,314.
Based upon the discussions at the May 20, 2009 TDC meeting, staff will work to develop this basic funding system with some modifications for presentation at the next quarterly meeting of the TDC. If a new ranking system is formally recommended by the TDC, then staff will present such recommendation to the Board for consideration.

RECOMMENDATION

Staff recommends that the Board of County Commissioners approve the funding amounts recommended by the Tourist Development Council.

ATTACHMENTS

- Tourist Development Council Funding Allocation (FY 2009/2010 Recommendation vs. FY 2008/2009 Funding)
- Tourist Development Council Funding Allocation (Fiscal Year 2009/2010)

APPROVED AGENDA ITEM:

BY: [Signature]

County Administrator

FOR: June 9, 2009
## Tourist Development Council Funding Allocation

**Fiscal Year 2009/2010**

### Total Available Funding

<table>
<thead>
<tr>
<th>Agency Name</th>
<th>Requested Amount</th>
<th>Total Points Awarded</th>
<th>Percentage of Eligible Points</th>
<th>Recommended Funding</th>
<th>Mid-year Budget Amendment</th>
<th>Budget Including Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chambers of Commerce</td>
<td>$395,781</td>
<td>785</td>
<td>98.1%</td>
<td>$388,359</td>
<td>$388,359</td>
<td></td>
</tr>
<tr>
<td>International Kayak and Canoe Rally</td>
<td>$33,500</td>
<td>584</td>
<td>73.0%</td>
<td>$20,000</td>
<td>$20,000</td>
<td></td>
</tr>
<tr>
<td>Cultural Council of Indian River County</td>
<td>$74,000</td>
<td>646</td>
<td>80.8%</td>
<td>$59,755</td>
<td>$59,755</td>
<td></td>
</tr>
<tr>
<td>Treasure Coast Sports Commission (3)</td>
<td>$103,000</td>
<td>717</td>
<td>89.6%</td>
<td>$92,314</td>
<td>$15,000</td>
<td>$107,314</td>
</tr>
<tr>
<td>Vero Heritage, Inc.</td>
<td>$15,000</td>
<td>658</td>
<td>82.3%</td>
<td>$12,338</td>
<td></td>
<td>$12,338</td>
</tr>
<tr>
<td>Rental Fees</td>
<td>$5,000</td>
<td>n/a</td>
<td>n/a</td>
<td>$0</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td><strong>$626,281</strong></td>
<td></td>
<td></td>
<td><strong>$572,766</strong></td>
<td><strong>$15,000</strong></td>
<td><strong>$587,766</strong></td>
</tr>
</tbody>
</table>

### Shortfall

Shortfall: $0

---

1. Available funding includes the use of an additional $60,691 in reserve funds as approved by the TDC on May 20, 2009. Including $56,000 in reserve funds initially budgeted, this allocation will result in the use of $116,891 in reserves to balance the budget in this fund.

2. The International Kayak and Canoe Committee agreed to reduce their request to $20,000 during the meeting.

3. TCSC request has been reduced by $15,000 for the bid sponsor fee for the Police & Fire Games for 2010. This amount will be added in during next fiscal year via budget amendment as needed.

4. A total of 800 points were available to each agency. Eight TDC members were present and ranked the agencies. Each ranking allowed for a total of 100 points. The allocations are determined by multiplying the agency's request by the percentage of total points received in the rating process. At the meeting on May 20, 2009, the TDC approved a motion to utilize this process in allocating funds to the various agencies.
## Tourist Development Council Funding Allocation

**FY 2009/2010 Recommendation vs. FY 2008/09 Funding**

<table>
<thead>
<tr>
<th>Agency Name</th>
<th>FY 2008/09 Funding</th>
<th>FY 2009/10 Request</th>
<th>FY 2009/10 Recommended Funding</th>
<th>Increase (Decrease) from 08/09</th>
<th>% Increase (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chambers of Commerce</td>
<td>$412,500</td>
<td>$395,781</td>
<td>$388,359</td>
<td>($24,141)</td>
<td>-5.9%</td>
</tr>
<tr>
<td>Sebastian Chamber of Commerce Blues Bash</td>
<td>$16,137</td>
<td>$0</td>
<td>$0</td>
<td>($16,137)</td>
<td>-100.0%</td>
</tr>
<tr>
<td>International Kayak and Canoe Rally</td>
<td>$0</td>
<td>$33,500</td>
<td>$20,000</td>
<td>$20,000</td>
<td>n/a</td>
</tr>
<tr>
<td>Cultural Council of Indian River County</td>
<td>$74,000</td>
<td>$74,000</td>
<td>$59,755</td>
<td>($14,245)</td>
<td>-19.3%</td>
</tr>
<tr>
<td>Indian River County Historical Society</td>
<td>$3,607</td>
<td>$0</td>
<td>$0</td>
<td>($3,607)</td>
<td>-100.0%</td>
</tr>
<tr>
<td>Treasure Coast Sports Commission (3)</td>
<td>$106,800</td>
<td>$118,000</td>
<td>$107,314</td>
<td>$514</td>
<td>0.5%</td>
</tr>
<tr>
<td>Vero Heritage, Inc.</td>
<td>$15,593</td>
<td>$15,000</td>
<td>$12,336</td>
<td>($3,255)</td>
<td>-20.9%</td>
</tr>
<tr>
<td>Rental Fees</td>
<td>$0</td>
<td>$5,000</td>
<td>$0</td>
<td>$5,000</td>
<td>n/a</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td><strong>$628,637</strong></td>
<td><strong>$641,281</strong></td>
<td><strong>$587,766</strong></td>
<td><strong>($40,871)</strong></td>
<td><strong>-6.5%</strong></td>
</tr>
</tbody>
</table>

(1) Available funding includes the use of an additional $60,891 in reserve funds as approved by the TDC on May 20, 2009. Including $56,000 in reserve funds initially budgeted, this allocation will result in the use of $116,891 in reserves to balance the budget in this fund.

(2) The International Kayak and Canoe Committee agreed to reduce their request to $20,000 during the meeting.

(3) TCSC request has been reduced by $15,000 for the bid sponsor fee for the Police & Fire Games for 2010. This amount will be added in during next fiscal year via budget amendment as needed. The amount shown under recommended funding includes the $15,000 for 2009/10.

(4) A total of 800 points were available to each agency. Eight TDC members were present and ranked the agencies. Each ranking allowed for a total of 100 points. The allocations are determined by multiplying the agency's request by the percentage of total points received in the rating process. At the meeting on May 20, 2009, the TDC approved a motion to utilize this process in allocating funds to the various agencies.
INDIAN RIVER COUNTY MEMORANDUM

TO: Joseph A. Baird
    County Administrator

THROUGH: James W. Davis, P.E., Public Works Director
          And
          Christopher R. Mora, P.E., Assistant Public Works Director

FROM: Louise Gates, Land Acquisition Specialist

SUBJECT: Lease Extension, 7135 66th Avenue - 66th Avenue Widening and Improvements
          County Project No. 0370
          Justo Manuel and Blanca Lleo Hernandez, Tenant

DATE: May 27, 2009

CONSENT

DESCRIPTION AND CONDITIONS

The County purchased the Hernandez property on October 3, 2006. The property consists of a 0.58 acre lot and a single family home. As part of the consideration for the purchase of the property, the County leased the property to Hernandez in a rent-free agreement, with the current lease scheduled to expire on June 30, 2009. The Tenant (Hernandez) has requested an extension to the lease. The County is not planning to begin road construction of the 66th Avenue project within the next twelve months. The County has no objection to extending its lease with the Tenant, as long as the Tenant agrees to maintain the property in good condition, to pay all associated utility and maintenance costs, and to vacate the property once the 66th Avenue project is within twelve months of commencement of construction.

ALTERNATIVES AND ANALYSIS

1. Approve the Lease Renewal Agreement as presented, allowing Justo Manuel and Blanca Lleo Hernandez to remain in the premises and amending the lease to terminate once the 66th Avenue project is within twelve months of commencement of construction.

2. Reject the lease renewal and schedule the structure for demolition.

RECOMMENDATIONS

Staff recommends Alternative No. 1 by which the Board of County Commissioners approves and authorizes the Chairman to execute the agreement to extend the lease.
Funding

No funding impact. The estimated value of the lease, at a market rental rate of $0.40 per square foot per month, equals $0.40 x 2,588 square feet = $1,035.00 per month or $12,422.00 per year.

ATTACHMENTS

1. One copy of the Lease Extension

DISTRIBUTION

1) James W. Davis, P.E., Public Works Director
2) Christopher R Mora, P.E., Assistant Public Works Director
3) Louise Gates, Land Acquisition Specialist

APPROVED AGENDA ITEM

FOR June 9, 2009

BY

[Signature]

Indian River County

<table>
<thead>
<tr>
<th>Department</th>
<th>Approved</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>6/14/09</td>
<td></td>
</tr>
<tr>
<td>Budget</td>
<td>6/13/09</td>
<td></td>
</tr>
<tr>
<td>Legal</td>
<td>6/2/09</td>
<td></td>
</tr>
<tr>
<td>Public Works</td>
<td>6/17/09</td>
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<tr>
<td>Engineering</td>
<td>6/2/09</td>
<td></td>
</tr>
<tr>
<td>Land Acquisition</td>
<td>6/2/09</td>
<td></td>
</tr>
</tbody>
</table>
LEASE EXTENSION

This Agreement for Lease Extension ("Amendment") entered into on the __ day of ____, 2009, by Indian River County, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL 32960 ("County"), and Justo Manuel and Blanca Lleo Hernandez, husband and wife, ("Tenant") whose address is 7135 66th Avenue, Vero Beach, FL 32967.

WITNESSETH:

The County contracted to purchase Tenant’s property on October 3, 2006. The property consists of a 0.58 acre lot and a single family home where Tenant resides; and

WHEREAS, the purchase of the property was in lieu of eminent domain, as the County is planning widening and improvements to 66th Avenue; and

WHEREAS, as part of the consideration for purchase of the property, the County agreed to lease-back the property to Tenant. The current lease expires on June 30, 2009; and

WHEREAS, the Tenant has requested an extension to the lease and the County is not planning to begin road construction of the 66th Avenue project within the next 12 months; and

WHEREAS, the County has no objection to extending its lease with Tenant with lease extension to expire no later than twelve months prior to commencement of any phase of construction of 66th Avenue project, including utility relocation, drainage construction or roadway construction.

NOW, THEREFORE, in consideration of the mutual terms and promises stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Tenant agree as follows:

1. The foregoing recitals are incorporated as if fully restated herein.
2. The first and second paragraph of that certain Lease dated October 3, 2006 is hereby amended to terminate twelve months prior to commencement of any phase of construction of 66th Avenue project.
3. Except as amended herein, the terms and conditions of the Lease shall remain in full force and effect. To the extent of any conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY
IN WITNESS WHEREOF, this Lease Extension is executed by the authorized representatives of the parties, as of the day and year first above written.

JUSTO MANUEL HERNANDEZ

Justo Manuel Hernandez Date

BLANCA LLEO HERNANDEZ

Blanca Leo Hernandez Date

WITNESS: ____________________________

WITNESS: ____________________________

Joseph A. Baird, County Administrator

Approved as to form and legal sufficiency

William K. DeBraal
Deputy County Attorney

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

BY: ____________________________
Wesley S. Davis, Chairman
Board of County Commissioners
Approved by the BCC: ___________

ATTEST: J. K. Barton, Clerk of Court

BY: ____________________________
Deputy Clerk of Court
TO: Joseph A. Baird  
County Administrator

THROUGH: James W. Davis, P.E., Public Works Director  
And  
Christopher R. Mora, P.E., Assistant Public Works Director

FROM: Louise Gates, Land Acquisition Specialist

SUBJECT: Lease Extension, 8865 91st Avenue, Vero Beach, FL  
CR510 Widening and Improvements  
County Project No. 0610  
Gina Hower, Tenant

DATE: June 1, 2009

CONSENT

DESCRIPTION AND CONDITIONS

The County contracted to purchase the Hower property on October 24, 2006. The property consists of a 0.31 acre lot and a single family home. As part of the consideration for the purchase of the property, the County leased the property back to the Tenant with no remuneration. The lease expired on April 30, 2009. The Tenant (Hower) has requested an extension to the lease. The County is not planning to begin road construction of the CR510 project within the next twelve months. The County has no objection to extending the lease, as long as the Tenant agrees to maintain the property in good condition, to pay all associated utility and maintenance costs, and to vacate the property once the 89th Street and CR510 project is within 12 months of commencement of construction.

ALTERNATIVES AND ANALYSIS

1. Approve the Lease Renewal Agreement as presented, allowing Gina Hower to remain on the premises and amending the lease to terminate once the 89th Street and CR510 project is within twelve months of commencement of construction.

2. Reject the lease renewal and schedule the structure for demolition.

RECOMMENDATIONS

Staff recommends Alternative No. 1 by which the Board of County Commissioners approves and authorizes the Chairman to execute the agreement to extend the lease.
Funding
No funding impact. The estimated value of the lease, at a market rental rate of $0.40 per square foot per month, equals $0.40 \times 1,460 \text{ square feet} = $584.00 \text{ per month or $7,008.00 per year.}

ATTACHMENTS

1. One copy of the Lease Extension

DISTRIBUTION

1) James W. Davis, P.E., Public Works Director
2) Christopher R. Mora, P.E., Assistant Public Works Director
3) Louise Gates, Land Acquisition Specialist

APPROVED AGENDA ITEM

FOR June 9, 2009

\[ \text{Approved Date} \]
\begin{array}{|c|c|}
\hline
\text{Indian River County} & \text{Approved} & \text{Date} \\
\hline
\text{Administration} & 6/4/09 & \\
\text{Budget} & 6/3/09 & \\
\text{Legal} & 6/3/09 & \\
\text{Public Works} & 6/3/09 & \\
\text{Engineering} & 6/3/09 & \\
\text{Land Acquisition} & 6/1/09 & \\
\hline
\end{array}
LEASE EXTENSION

This Agreement for Lease Extension ("Amendment") entered into on the ___ day of ____, 2009, by Indian River County, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL 32960 ("County"), Gina Hower, ("Tenant") whose address is 8865 91st Avenue, Vero Beach, FL 32967.

WITNESSETH:

The County contracted to purchase Tenant’s property on October 24, 2006. The property consists of a 0.31 acre lot and a single family home where Tenant resides; and

WHEREAS, the purchase of the property was in lieu of eminent domain, as the County is planning widening and improvements to 89th Street, and CR510, and

WHEREAS, as part of the consideration for purchase of the property, the County agreed to lease-back the property to Tenant. The current lease expires April 30, 2009; and

WHEREAS, the Tenant has requested an extension to the lease and the County is not planning to begin road construction of the 89th Street, and CR510 project within the next 12 months; and

WHEREAS, the County has no objection to extending its lease with Tenant, with the lease extension to expire no later than twelve months prior to the commencement of any phase of construction of 89th Street and CR510 project, including utility relocation, drainage construction or roadway construction.

NOW, THEREFORE, in consideration of the mutual terms and promises stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Tenant agree as follows:

1. The foregoing recitals are incorporated as if fully restated herein.
2. The first and second paragraph of that certain Lease dated October 24, 2006 is hereby amended to terminate twelve months prior to commencement of any phase of construction of 89th Street and CR510 project.
3. Except as amended herein, the terms and conditions of the Lease shall remain in full force and effect. To the extent of any conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY
IN WITNESS WHEREOF, this Lease Extension is executed by the authorized representatives of the parties, as of the day and year first above written.

Gina Hower

Date

Approved as to form and legal sufficiency

William K. DeBraal
Deputy County Attorney

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

BY: _________________________________
Wesley S. Davis, Chairman

Approved by the BCC: ____________

ATTEST: J. K. Barton, Clerk of Court

BY: _________________________________
Deputy Clerk of Court

Joseph A. Baird, County Administrator

Approved as to form and legal sufficiency

WITNESS: ____________
Dorothy

WITNESS: ____________
Louise Gates
EXHIBIT “A”

Vero Lake Estates, Unit A, Lot 1  (Bk-Pg 4-70)

Commonly known as: 8865 91st Avenue, Vero Beach, FL 32967

PID #31-38-27-00004-0010-00001.0
INDIAN RIVER COUNTY MEMORANDUM

TO: Joseph A. Baird  
County Administrator

THROUGH: James W. Davis, P.E., Public Works Director  
And  
Christopher R. Mora, P.E., Assistant Public Works Director

FROM: Louise Gates, Land Acquisition Specialist

SUBJECT: Lease Extension, 5165 66th Avenue -  
66th Avenue Widening and Improvements  
County Project No. 0370  
David Robert Geary, Tenant

DATE: June 1, 2009  
CONSENT

DESCRIPTION AND CONDITIONS

The County contracted to purchase the Geary property on August 22, 2006. The property consists of a two acre lot and a single family home where Tenant resides. As part of the consideration for the purchase of the property, the County leased the property to Geary in a rent-free agreement, with the current lease scheduled to expire on June 30, 2009. The Tenant (Geary) has requested an extension to the lease. The County is not planning to begin road construction of the 66th Avenue project within the next twelve months. The County has no objection to extending its lease with the Tenant, as long as the Tenant agrees to maintain the property in good condition, to pay all associated utility and maintenance costs, and to vacate the property once the 66th Avenue project is within twelve months of commencement of construction.

ALTERNATIVES AND ANALYSIS

1. Approve the Lease Renewal Agreement as presented, allowing David Robert Geary to remain on the premises and amending the lease to terminate once the 66th Avenue project is within twelve months of commencement of construction.

2. Reject the lease renewal and schedule the structure for demolition.

RECOMMENDATIONS

Staff recommends Alternative No. 1 by which the Board of County Commissioners approves and authorizes the Chairman to execute the agreement to extend the lease.
Funding

No funding impact. The estimated value of the lease, at a market rental rate of $0.40 per square foot per month, equals $0.40 x 1,193 square feet = $477.00 per month or $5,726.00 per year.

ATTACHMENTS

1. One copy of the Lease Extension

DISTRIBUTION

1) James W. Davis, P.E., Public Works Director
2) Christopher R Mora, P.E., Assistant Public Works Director
3) Louise Gates, LAS

APPROVED AGENDA ITEM

FOR June 9, 2009

[Signature]

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LEASE EXTENSION

This Agreement for Lease Extension ("Amendment") entered into on the _____ day of June, 2009, by Indian River County, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL 32960 ("County"), and David Robert Geary, a single man, ("Tenant") whose address is 5165 66th Avenue, Vero Beach, FL 32967.

WITNESSETH:

The County contracted to purchase Tenant's property on August 22, 2006. The property consists of a two acre lot and a single family home where Tenant resides; and

WHEREAS, the purchase of the property was in lieu of eminent domain, as the County is planning widening and improvements to 66th Avenue; and

WHEREAS, as part of the consideration for purchase of the property, the County agreed to lease-back the property to Tenant. The current lease expires on June 30, 2009; and

WHEREAS, the Tenant has requested an extension to the lease and the County is not planning to begin road construction of the 66th Avenue project within the next twelve months; and

WHEREAS, the County has no objection to extending its lease with Tenant, with lease extension to expire no later than twelve months prior to commencement of any phase of construction of 66th Avenue, including utility relocation, drainage construction or roadway construction.

NOW, THEREFORE, in consideration of the mutual terms and promises stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Tenant agree as follows:

1. The foregoing recitals are incorporated as if fully restated herein.
2. The first and second paragraph of that certain Lease dated August 22, 2006 is hereby amended to terminate twelve months prior to commencement of any phase of construction of 66th Avenue project.
3. Except as amended herein, the terms and conditions of the Lease shall remain in full force and effect. To the extent of any conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY
IN WITNESS WHEREOF, this Lease Extension is executed by the authorized representatives of the parties, as of the day and year first above written.

DAVID ROBERT GEARY
a single man

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

DAVID ROBERT GEARY

BY: __________________________
Wesley S. Davis, Chairman
Board of County Commissioners

Approved by the BCC: ____________

WITNESS: ___________
LOUISE GATES

ATTEST: J. K. Barton, Clerk of Court

WITNESS: ___________
T. FREDERICK

Approved as to form and legal sufficiency

Joseph Al Baird, County Administrator

William K. DeBraal
Deputy County Attorney
MEMORANDUM

TO: Board of County Commissioners

FROM: William K. DeBraal, Assistant County Attorney

DATE: May 28, 2009

RE: Public Hearing – ORDINANCE AMENDMENT TO PROVIDE CHARGING A REGISTRATION FEE FOR SEX OFFENDERS AND PREDATORS, CAREER FELONS AND CONVICTED FELONS

State law requires certain sexual offenders, convicted felons and career felons to register their physical residential address with the sheriff's office in the county in which the offender resides. Currently there are over 800 people residing Indian River County required to register with the Sheriff's Department.

Upon release from incarceration or relocation from another county, the offender must visit the Sheriff's Department to register. For certain registrants, an officer must make a site visit to verify the address and make sure sex offenders are not living within 2,500 feet of a school, park or daycare. The Sheriff’s Department receives no funds from the State for registering and monitoring sex offenders, predators, convicted felons or career felons. Currently, the Sheriff has a full time detective and an administrative assistant assigned to registration, tracking and monitoring. In order to offset the time it takes employees to register and track the registrants, the Sheriff proposes to charge a fee to be paid by the registrant in the amount of $50.00 for the initial registration, $25.00 for each annual re-registration and $10.00 for a change of address or other information. In order to implement charging the fees, the County ordinance would have to be amended to account for this provision. A proposed amended ordinance is attached to this memorandum together with a resolution which sets forth the fees.
In subsection 7 of the proposed ordinance, optional language is set forth concerning disposition of registration fees. Under Option 1, the Board can decide to have the funds go for reimbursement of costs incurred in administration of the registration program along with other listed programs. Option 2 provides for designation of funds during the budget workshop and hearing process.

**Recommendation:** Staff recommends the Board conduct a Public Hearing on the proposed ordinance and approval one of the Optional Languages from Subsection 7.

Should you have any questions concerning this matter, please do not hesitate to contact me.

cc: Jim Harpring, IRC Sheriff General Counsel
ORDINANCE NO. 2009 -  

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, ADOPTING INDIAN RIVER CODE SECTION 306.07, ESTABLISHING THE REQUIREMENT FOR THE COLLECTION OF REGISTRATION FEES FROM INDIVIDUALS IDENTIFIED BY FLORIDA STATUTE AS A CONVICTED FELON, CAREER OFFENDER, SEXUAL OFFENDER OR SEXUAL PREDATOR, PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Indian River County is concerned for the welfare and safety of our children and adult citizens of Indian River County and;

WHEREAS, the Board is aware of the ever increasing national, state and local mandates, which require the County Sheriff to register, monitor and track individuals classified as Career Offenders, Convicted Felons, Registered Sexual Offenders and Sexual Predators and;

WHEREAS, the neither the Sheriff or the County receives funds from the State or federal government to defray the costs of administering registration programs required by law; and

WHEREAS, the Board recognizes that it is costly and time consuming for the Sheriff to register, track and monitor Career Offenders, Convicted Felons, Sexual Offenders and Sexual Predators, who have been released from custody, and who are required by Florida law to register with the Sheriff and have their addresses physically verified; and

WHEREAS, it is the intent of this ordinance to serve the County’s compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the entire County by supporting practices that enhance the tracking, monitoring and registration of these high risk offenders, and;

WHEREAS, the Board desires to establish an ordinance requiring the collection of a Registration Fee from individuals designated by Florida Statutes as a “Convicted Felon”, “Career Offender”, “Sexual Offender” or “Sexual Predator”.

WHEREAS, each individual designated by the State of Florida, or by any other Statute of any other State of the United States, or by the Government of the United States or any agency thereof as a “Convicted Felon”, “Career Offender”, “Sexual Offender” or “Sexual Predator” and who is required by any such law to register in the State of Florida, as a “Convicted Felon”, “Career Offender”, “Sexual Offender” or “Sexual Predator” represents an increased risk of harm to the citizens of Indian River County; and
WHEREAS, protecting the citizens of Indian River County from harm is enhanced by recognizing the risks that said individuals represent while residing in Indian River County, and providing the necessary resources to ensure the proper registering, and tracking of their presence; and

WHEREAS, it is the intention of this Ordinance to be regulatory in nature and non-punitive, relating to the purpose of promoting, protecting and improving the health, safety and welfare of all the citizens of Indian River County and to protect the children of Indian River County and other potential victim(s) from potential victimization by registered Convicted Felons, Career Offenders, Sexual Offenders and Sexual Predators.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA that:

SECTION 1. ADOPTION

Section 306.07 of the Indian River County Code is hereby adopted to read as follows:

Section 306.07 Registration fees for career offenders, convicted felons, sexual offenders and sexual predators.

1. Definition. For the purposes of this section, a registrant shall be defined as follows:

   (a) *Registered Sexual Offender or Registered Sexual Predator* means an individual who is required to register with the Sheriff as a “Sexual Offender” or “Sexual Predator”, as prescribed under Section 775.21, 943.0435 and 944.607, Florida Statutes (also known as the Florida Sexual Predator Act).

   (b) *Convicted Felon* means an individual who is required to register with the Sheriff as a Convicted Felon as prescribed under Section 775.13, Florida Statutes.

   (c) *Career Offender* means an individual who is required to register with the Sheriff as a Career Offender as prescribed under Section 775.261, Florida Statutes.

2. Initial registration. When a registrant is required to register with the Indian River County Sheriff upon release from incarceration or upon their arrival in Indian River County as a temporary or permanent resident pursuant to Section 775.13, 775.261, 775.21, 943.0435 and 944.607, Florida Statutes, the registrant shall pay an initial registration fee that shall be set by resolution of the Board.

3. Fee for current registrants. For each Career Offender, Convicted Felon, Sexual Offender and Sexual Predator, that is currently registered, the initial registration fee
shall apply during their first initial registration or re-registration, following passage of this ordinance.

4. **Required updates.** Any registrant that is required by state law to periodically update or otherwise validate a registrant’s information based on the requirements of Section 775.21, 943.0435 and 944.607, shall pay a re-registration fee to be set by resolution of the Board.

5. **Change of Address.** A registrant that reports to the Sheriff a change, modification or addition in either a temporary or permanent address (excluding changes made during required quarterly/bi-annual re-registrations) whereby the individual’s change of address requires personal verification shall pay a fee to be set by resolution of the Board.

6. **Exemptions and Failure to Pay Registration Fees.** The Sheriff shall not refuse to register, re-register or modify an address, or required information of a registrant who does not pay the fee, at the time of registering, as required by this ordinance.

   (a) The Sheriff shall immediately invoice all unpaid fees, and provide a copy to the Convicted Felon, Career Offender, Sexual Offender or Sexual Predator, for payment. All invoiced fees shall be paid within thirty (30) days of invoicing.

   (b) Any portion of invoiced fees which remain unpaid after thirty (30) days may result in civil enforcement in accordance with Fla. Stat. Ch. 125.01(1)(t) and Ch.125.69 (1).

   (c) The Sheriff shall report unpaid fees in accordance with standard accounting practices and the county may seek to recover said fees in a civil action in the same manner as other money due the county.

   (d) The Sheriff shall not require the payment of any fee from an unemancipated minor, Juvenile Sexual Offender or Juvenile Sexual Predator who is less than eighteen years of age; until said individual reaches eighteen years of age; at which time the applicable fees shall apply. Registrations with the Sheriff upon reaching age of majority or emancipation shall constitute an Initial Registration.

   (e) The Sheriff shall not require the payment of any fee from an individual whose change of address is the result of their incarceration. An incarcerated individual’s initial registration and re-registration fees (quarterly or bi-annual) still apply, and shall be collected.

7. **Disposition of Collected Registration Fees.** Fees collected pursuant to this ordinance shall be remitted to the County and shall be used for reimbursement of expenses incurred by the Indian River County Sheriff’s Office in the administration of this section Optional language 1 [or for crime prevention, school resource
officer programs, safe neighborhood programs, programs and training in protecting children from harm by Sexual Offenders and Sexual Predators, drug abuse and prevention programs or for other law enforcement purposes. Any surplus funds remaining in the revenue account established for this program at the end of each fiscal year shall be transferred to the County’s general fund.]

[Optional language 2
[During the budget workshop process, the sheriff and the county commission shall decide whether these fees shall be used for reimbursement of expenses incurred by the Indian River County Sheriff’s office in the administration of this program alone, or also for programs and training in protecting children from harm by sexual offenders and sexual predators.]

8. **Penalties.** A person who fails to pay all applicable registration fees in accordance with this Ordinance, or who violates any part of this section shall be subject to a fine not exceeding $500.00 in accordance with Section 125.01(1)(i) and Section125.69 (1), Florida Statutes.

9. **Applicability.** This Ordinance shall apply to incorporated as well as unincorporated areas of Indian River County.

SECTION 2: Conflict and Severability.

In the event this Ordinance conflicts with any other ordinance of Indian River County or other applicable law, the more restrictive shall apply. If any phrase or portion of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION 3: Inclusion in the Code of Laws and Ordinances.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and made a part of the Code of Indian River County, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such, and the word “Ordinance” may be changed to “section”, “article”, or any other appropriate word, however Sections 2, 3 and 4 shall not be codified.

SECTION 4. Effective Date.

This Ordinance shall take effect upon filing with the Florida Secretary of State.
ORDINANCE NO. 2009 -

This ordinance was advertised in the Press Journal on the _ day of May, 2009, for a public hearing on the 9th day of June, 2009, at which time it was moved for adoption by Commissioner ___________, and seconded by Commissioner ___________, and adopted by the following vote:

Chairman Wesley S. Davis
Vice Chairman Joseph Fleischer
Commissioner Peter O'Bryan
Commissioner Bob Solari
Commissioner Gary C. Wheeler

The Chairman thereupon declared the ordinance duly passed and adopted this __ day of ___________ 2009.

Attest: J. K. Barton, Clerk

By _____________
Deputy Clerk

By ____________________
Wesley S. Davis, Chairman

Approved as to form and legal sufficiency

William K. DeBraal
Deputy County Attorney

ACKNOWLEDGMENT by the Department of State of the State of Florida, this ___ day of ___________ 2009.
RESOLUTION NO. ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, ESTABLISHING REGISTRATION FEES FOR CONVICTED FELONS, CAREER OFFENDERS, SEXUAL OFFENDERS AND SEXUAL PREDATORS.

WHEREAS, state and federal law requires convicted felons, career offenders, sexual offenders and sexual predators to register their residency with the sheriff of the county in which they reside; and

WHEREAS, in 2008 the County had 824 individuals required to register their residency with the Indian River County Sheriff; and

WHEREAS, the County does not receive any state or federal funding to operate the registration program; and

WHEREAS, the Sheriff currently has one investigator/detective whose primary responsibility is to monitor offenders and predators, investigate suspected law violations regarding offenders/predators, insure community notification and provide assistance to other investigators or agencies regarding offenders and predators; and

WHEREAS, the Sheriff also employs a staff assistant that spends approximately 90% of his/her time assisting the investigator/detective in monitoring and registering the individuals; and

WHEREAS, the Board of County Commissioners enacted Indian River County Code section 306.07 requiring convicted felons, career offenders, sexual offenders and sexual predators to pay registration fees and the ordinance requires the fees to be set by resolution of the Board; and

WHEREAS, in order to offset the resources expended in registering and monitoring these individuals, a reasonable fee shall be charged pursuant to ordinance,

NOW, THEREFORE BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA that:

1. The above recitals are affirmed in their entirety.

2. Any individual who is required to register, re-register or report changes of either a temporary or permanent address, or modify statutorily required information to the Sheriff, as a Convicted Felon, Career Offender, Sexual Offender or Sexual Predator shall pay the following fees to the Indian River County Sheriff's Office for such services:
   Initial Registration – the sum of fifty dollars ($50.00).
   Re-registration – the sum of twenty-five dollars ($25.00).
RESOLUTION NO. __

Address / Information Change – the sum of ten dollars ($10.00).

3. Said payment shall be paid at the time of registration and shall be paid in exact change/cash or certified funds, certified check or money order; no personal checks. All fees are non-refundable and non-transferable to or from other counties or jurisdictions with similar registration fee structures.

4. All Registration Fees paid by a Convicted Felon, Career Offender, Sexual Offender or Sexual Predator shall be recorded, and a copy of the receipt provided thereof.

5. The effective date for these new fees is June __, 2009.

This resolution was moved for adoption by Commissioner ____________, and the motion was seconded by Commissioner ____________, and upon being put to a vote, the vote was as follows:

Chairman Wesley S. Davis
Vice Chairman Joseph E. Flescher
Commissioner Peter D. O'Bryan
Commissioner Bob Solari
Commissioner Gary C. Wheeler

The Chairman thereupon declared the resolution duly passed and adopted this ___ day of __________, 2009.

Attest: J. K. Barton, Clerk

By _______________ Deputy Clerk

By ____________________________ Wesley S. Davis, Chairman

Approved as to form and legal sufficiency:

______________________________
William K. DeBraal
Deputy County Attorney

INDIAN RIVER COUNTY, FLORIDA
by its Board of County Commissioners
MEMORANDUM

TO: Members of the Board of County Commissioners

FROM: Joseph A. Baird
County Administrator

DATE: May 12, 2009

SUBJECT: Notice of Scheduled Public Hearing for Upcoming Board Meeting

Please be advised that the following public hearing has been scheduled:

**June 16, 2009 Meeting:**

- Board consideration of the approval of a plan of finance to provide capital, including the issuance from time to time by the Escambia County Housing Finance Authority, on behalf of Indian River County and other participating counties, of not exceeding $150,000,000 Single Family Mortgage Revenue Bonds.

This notice of public hearing is provided for the Board’s information. No action is required at this time.

**APPROVED AGENDA ITEM**

BY: [Signature]

FGR: June 9, 2009
MEMORANDUM

TO: Joseph A. Baird
County Administrator

FROM: Sasan Rohani, AICP
Chief, Long-Range Planning

DATE: May 28, 2009

SUBJECT: CONSIDERATION OF AGREEMENTS FOR DONATION OF COUNTY OWNED SURPLUS PROPERTIES TO NON-PROFIT HOUSING ORGANIZATIONS FOR THE PROVISION OF AFFORDABLE HOUSING

It is requested that the data herein presented be given formal consideration by the Board of County Commissioners at its regular meeting of June 9, 2009.

BACKGROUND

In 2006, the legislature passed HB 1363 relating to affordable housing. According to HB 1363 (Section 125.379, Florida Statutes), each county shall, by July 1, 2007, and every 3 years thereafter, prepare an inventory list of all real property within its jurisdiction to which the county holds fee simple title that is appropriate for use as affordable housing. The inventory list must include:

- Address of each parcel
- Legal description of each parcel (property tax I.D. number)
- Indication if the property is vacant or improved
- Indication if the property is appropriate for affordable housing

According to Section 125.379 (1), F.S., the governing body of the county must review the inventory list at a public hearing and may revise the list at the conclusion of the public hearing. The Board shall then
adopt a resolution that includes an inventory list of county owned properties that are appropriate for affordable housing.

The properties on the list that are identified as appropriate for use as affordable housing may be:

- Sold to generate funds for the provision of affordable housing
- Sold with a restriction that requires the development of the property as permanent affordable housing, or
- Donated to non-profit housing organizations for the construction of permanent affordable housing

**DESCRIPTION AND CONDITIONS**

Using County Property Appraiser data as a base, staff conducted a search for county owned properties. That search yielded 441 county owned properties. After extensive research and coordination with other departments, planning staff identified the designated use for each of the properties on the list.

Many of these properties were purchased by the county for right-of-way, stormwater, conservation, or other county related uses. Other properties are park sites in various subdivisions that were dedicated to the county through the platting process. Based on its research, staff determined that only 10 of the 441 parcels on the original list were not designated for any specific public use. Further review indicated that one property on the list, lot 6 listed on attachment #1 (2356 42nd Place), is not buildable.

On June 19, 2007, the Board of County Commissioners held a public hearing and adopted Resolution 2007-068. That resolution identified the 10 properties that were determined to be appropriate for the provision of affordable housing.

At the same meeting, the Board directed the General Services Director to offer those ten properties to a non-profit housing organization with an established Community Land Trust (CLT), where that CLT had established criteria, processes, and procedures acceptable to the Board of County Commissioners.

Since then, the Coalition for Attainable Homes, Inc. has established a CLT and has applied to the Internal Revenue Service for a 501(c)(3) non profit designation. As part of establishing its CLT, the Coalition developed the following:

- Articles of Incorporation
- By-Laws
- Ground Lease

In March 2008, the Coalition for Attainable Homes requested that the Board of County Commissioners donate 9 of the 10 properties determined (as part of Resolution 2007-068) to be appropriate for the provision of affordable housing to the Coalition for the construction of affordable housing units.

To ensure that the surplus county properties would be used for construction of affordable homes for very low and low income households within a certain time period, staff drafted an agreement between the county and the Coalition for Attainable Homes, listing all the terms and conditions for transferring the county surplus properties to the Coalition. That draft agreement was submitted to the Coalition for its review on March 17, 2008.
In mid April, the coalition chairman sent an e-mail to the Community Development Director declining the lot donation offer due to the requirements of the proposed agreement. After the Coalition declined the offer, staff coordinated with two other non-profit housing organizations, Habitat for Humanity, Inc. (HFH) and Every Dream Has A Price, Inc. (EDHAP), to determine if those organizations were interested in the surplus lots. Subsequently, those organizations, as well as the Coalition for Attainable Homes, Inc. (CFAH), requested donation of some of the surplus county owned lands (attachments 2, 3 and 4). Of the 9 buildable county owned surplus lots, EDHAP requested 4, HFH requested 2, and CFAH requested 3 (see attachment #5).

Although the June 19, 2007 action by the Board of County Commissioners approving the donation of the referenced county owned surplus properties to a non-profit housing organization had a provision that the donated lots be provided to an organization with an established Community Land Trust (CLT), the only organization with a CLT is the Coalition for Attainable Homes, and the Coalition does not have the capability to construct houses on all of the donated lots within a reasonable (3 year) timeframe. While the CLT model is probably the best way to ensure that the houses built on the donated lots stay affordable, there are other means to ensure affordability and/or to recoup the county’s share of the properties’ value at the time of resale.

In this case, both Habitat for Humanity and Every Dream Has A Price, Inc. have indicated that they are interested in obtaining the donated lots, and both have the capability to construct homes on the lots within a reasonable timeframe. Even though neither HFH nor EDHAP is a CLT, both HFH and EDHAP are affordable housing non-profit agencies with the capability to construct homes on the donated lots. Therefore, it would be reasonable for the Board of County Commissioners to eliminate the requirement that the surplus lots be donated only to a non-profit that has a CLT. As a matter of fact, the county received an email from the chairman of the Coalition for Attainable Homes, Inc., on January 5, 2009, indicating that the coalition prefers not to utilize the CLT for the donated lands.

Attached to this staff report are draft agreements (attachments 6, 7, and 8) between the county and Habitat for Humanity, Inc.; the county and the Coalition for Attainable Homes, Inc, and the county and Every Dream Has A Price, Inc. These agreements specify the terms of the donations and the use of the properties being donated. The agreements will, through deed restrictions, ensure the affordability of the units to be built. For Every Dream Has A Price, Inc., the affordability will also be accomplished by EDHAP holding ownership of the properties and utilizing the units as rental property for very low and low income households. With the agreement provisions referenced above, the affordability of the lots to be donated to Habitat for Humanity, Inc., Every Dream Has A Price, Inc., and Coalition for Attainable Homes, Inc. can be assured.

At this point, the Board must review the information provided herein and decide whether or not to donate the county surplus properties to Habitat for Humanity, Inc., the Coalition of Attainable Homes, Inc., and/or Every Dream Has A Price, Inc. for the provision of affordable housing for very low and low income households.

**RECOMMENDATION**

Staff recommends that the Board of County Commissioners review and approve the attached agreements, authorize the chairman to execute the attached agreements with Habitat for Humanity, Inc., the Coalition of Attainable Homes, Inc., and Every Dream Has A Price, Inc., and direct the General
Services Director to coordinate with the County Attorney’s Office to transfer the ownership of the referenced properties to these organizations with deed restrictions which indicate that affordable housing units must be built on the donated properties for very low or low income households within 3 years or the properties will revert to the county. Further authorize the Chairman to execute the county deeds after approval of the County Attorney’s Office.

Attachments

1. Copy of the Resolution 2007-068 containing a list of county owned properties which are appropriate for provision of affordable housing.
2. Copy of letter from Habitat for Humanity, Inc., requesting county surplus property.
3. Copy of letter from Every Dream Has A Price, Inc. requesting county surplus property.
4. Copy of letter from the Coalition for Attainable Homes, Inc., requesting county surplus property.
5. Confirmed list of properties requested for donation by non-profit housing organizations.
6. Copy of Agreement between the County and Habitat for Humanity, Inc.
7. Copy of Agreement between the County and the Coalition for Attainable Homes, Inc.
8. Copy of Agreement between the County and Every Dream Has A Price, Inc.

Approved Agenda Item:

By Joseph A. Brand
F # June 9, 2009

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RESOLUTION NO. 2007 - 068

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA APPROVING THE LIST OF COUNTY OWNED PROPERTIES APPROPRIATE FOR THE PROVISION OF AFFORDABLE HOUSING

WHEREAS, Section 125.379, Florida Statutes, states that by July 1, 2007, and every 3 years thereafter, each county shall prepare an inventory list of all real property within its jurisdiction to which the county holds fee simple title that is appropriate for use as affordable housing; and

WHEREAS, county staff has compiled a list containing 441 county owned properties and identified the designated use for each of these properties; and

WHEREAS, county staff has determined that only ten (10) properties in the list are appropriate for affordable housing.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Indian River County, Florida that:

Section 1.
The above recitals are ratified in their entirety.

Section 2.
The Board of County Commissioners hereby adopts the attached list of county owned properties which are appropriate for the provision of affordable housing (Attachment "A").

The foregoing resolution was offered by Commissioner Bowden_____ and seconded by Commissioner Davis______, and being put to a vote, the vote was as follows:

ATTACHMENT 1

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RESOLUTION 2007-068

Chairman, Gary C. Wheeler
Vice Chairman, Sandra L. Bowden
Commissioner Wesley S. Davis
Commissioner, Joseph E. Flescher
Commissioner, Peter O’Bryan

Aye
Aye
Aye
Aye

The Chairman thereupon declared the resolution duly passed and adopted this 19th day of June 2007.

Board of County Commissioners
of Indian River County

By: Gary C. Wheeler, Chairman

Attest by: Maria J. Sturgis, O.C.
Jeffrey K. Barton, Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: William G. Collins, II
County Attorney

F:\Community Development\Users\VICKIE\SAS\AffordableHousing\up1\068 ordinance.doc

ATTACHMENT 1
# Attachment “A”

List of County Owned Property Appropriate for Affordable Housing (2007)

<table>
<thead>
<tr>
<th>#</th>
<th>Parcel # (corresponding # to the county owned properties (2007) list)</th>
<th>Property Address</th>
<th>Location’s Jurisdiction</th>
<th>Zoning</th>
<th>Improved or Vacant</th>
<th>Subdivision</th>
<th>County Designated Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>33-39-25-00006-0040-00022.1 (4)</td>
<td>11th Ct. SW</td>
<td>County</td>
<td>RM-6</td>
<td>Vacant</td>
<td>IR Farms</td>
<td>No designated use (acquired through tax deed OR BK 465 PG 970)</td>
</tr>
<tr>
<td>2</td>
<td>33-39-25-00006-0040-00022.3 (5)</td>
<td>11th Ct. SW</td>
<td>County</td>
<td>RM-6</td>
<td>Vacant</td>
<td>IR Farms</td>
<td>No designated use (acquired through tax deed OR BK 1671 PG 1321)</td>
</tr>
<tr>
<td>3</td>
<td>31-37-00-00004-0080-00194.0 (113)</td>
<td>1016 Booker Street</td>
<td>Fellsmere</td>
<td>FR1</td>
<td>Vacant</td>
<td>Hall, Carter and James Sub</td>
<td>No designated use (acquired through Tax Deed OR BK 1765 PG 1656)</td>
</tr>
<tr>
<td>4</td>
<td>32-39-22-00007-0090-0009 (246)</td>
<td>4716 33rd Avenue</td>
<td>County</td>
<td>RM-10</td>
<td>Vacant</td>
<td>Smith Plaza</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>32-39-26-00000-0000-00016.0 (256)</td>
<td>4214 25th Avenue</td>
<td>County</td>
<td>RM-10</td>
<td>Improved</td>
<td>Metes and Bounds</td>
<td>Dilapidated house</td>
</tr>
<tr>
<td>6</td>
<td>32-39-26-00000-0000-00005.0 (263)</td>
<td>2356 42nd Place</td>
<td>County</td>
<td>RM-10</td>
<td>Vacant</td>
<td>Spruce Park Subdivision</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>32-39-26-00000-0000-00002.0 (266)</td>
<td>4256 25th Avenue</td>
<td>County</td>
<td>RM-10</td>
<td>Vacant</td>
<td>Spruce Park Subdivision</td>
<td>No designated use (acquired through tax deed OR BK 1823 PG 1885)</td>
</tr>
<tr>
<td>8</td>
<td>32-39-26-00000-0000-00008.0 (268)</td>
<td>4265 24th Court</td>
<td>County</td>
<td>RM-10</td>
<td>Vacant</td>
<td>Spruce Park Subdivision</td>
<td>No designated use (acquired through tax deed OR BK 1447 PG 3099)</td>
</tr>
<tr>
<td>9</td>
<td>32-39-26-00010-0080-00110.0 (271)</td>
<td>1865 38th Place</td>
<td>County</td>
<td>RM-8</td>
<td>Vacant</td>
<td>Geoffrey’s WE Sub</td>
<td>No designated use (acquired through Tax Deed OR BK 1790 PG 370)</td>
</tr>
<tr>
<td>10</td>
<td>32-39-26-00010-0080-00111.0 (272)</td>
<td>1855 38th Place</td>
<td>County</td>
<td>RM-8</td>
<td>Vacant</td>
<td>Geoffrey’s WE Sub</td>
<td>No designated use (acquired through Tax Deed OR BK 1790 PG 573)</td>
</tr>
</tbody>
</table>
July 22, 2008

Mr. Sasan Rohani, AICP
Chief Long-Range Planning Section
Planning Division
Indian River County
1801 27th Street
Vero Beach, FL 32960

Re: County Land Offer

Dear Sasan:

Following up on our meeting earlier today I am pleased to accept on behalf of Indian River Habitat for Humanity the following two parcels:

(1) 33-39-25-00006-0040-00022.1 located on 11th CT

(2) 33-39-25-00006-0040-00022.3 located on 11th CT

In addition, if the two Geoffrey Subdivision parcels should come back to the County, Habitat would be willing to accept them as we already have property in that community.

Thank you, not only for this kind donation of land, but also for all you do to assist Habitat for Humanity in its mission of providing simple, decent affordable homes for families in need in Indian River County.

Yours sincerely;

Andrew R. Bowler
President / CEO
May 26th, 2009

Bob Keating
Community Development Department
Indian River County
1801 27th Street
Vero Beach, FL 32960

RE: County Surplus Property

Dear Mr. Keating,

Please accept this letter as confirmation that Every Dream Has A Price, Inc. gratefully accepts the county’s offer regarding the donation of county surplus property. Specifically, our organization would like to accept four properties: parcel 31-37-00-00004-0080-00194.0 (#3), parcel 32-39-26-00000-3000-00016.0 (#5), parcel 32-39-26-00005-0050-00002.0 (#7), and parcel 32-39-26-0005-0050-00008.0 (#8).

As previously discussed in the April 24th meeting, measures will be taken to ensure perpetuity with regards to providing permanent affordable housing for very low income and low income individuals and/or families. Our organization intends to retain ownership of the land.

Please contact me at 713-6883 or at julianne@everydreamhasaprice.com to inform us about how to proceed with the acquisition of the four surplus lots.

Sincerely,

Julianne R. Price
President
June 25, 2008

Mr. Robert Keating
Community Development Director
Indian River County
1801 27th Street
Vero Beach, FL 32960

Re: Requesting Lots 4, 9 and 10 per FS 125.379

Dear Bob:

As indicated in our letter of June 9th, the Coalition discussed with Julianne Price, of Every Dream Has a Price, and Andy Bowler, of Habitat for Humanity, our organizations' interests in the surplus lots offered by the County pursuant to FS 125.379. Based on this discussion, the Coalition respectfully requests Lots 4, 9, and 10 on the attached list.

Each of our organizations will propose a strategy to meet the County's affordability goals and the statute's requirements. The Coalition will utilize these lots to establish a community land trust, thereby ensuring permanent affordability.

We look forward to working with the County to implement this important housing strategy. Please advise us as to how we should proceed.

Sincerely,

[Signature]

Tom Tierney
Chairman

Attached: Appendix A

Cc: Sasan Rohani
## County Owned Property
### Request by Non-Profit Housing Organizations

<table>
<thead>
<tr>
<th>#</th>
<th>Parcel #</th>
<th>Property Address</th>
<th>Location's Jurisdiction</th>
<th>Subdivision</th>
<th>Request by EDHAP</th>
<th>Request by EFH</th>
<th>Request by CFAH</th>
<th>Confirmed Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>33-39-25-00006-0040-00022.1</td>
<td>11th Ct. SW</td>
<td>County</td>
<td>IR Farms</td>
<td></td>
<td>X</td>
<td></td>
<td>HFH</td>
</tr>
<tr>
<td>2</td>
<td>33-39-25-00006-0040-00022.3</td>
<td>11th Ct. SW</td>
<td>County</td>
<td>IR Farms</td>
<td></td>
<td>X</td>
<td></td>
<td>HFH</td>
</tr>
<tr>
<td>3</td>
<td>31-37-00-00004-0080-00194.0</td>
<td>1016 Booker Street</td>
<td>Fellsmere</td>
<td>H&amp;J</td>
<td>---</td>
<td>X</td>
<td></td>
<td>EDHAP</td>
</tr>
<tr>
<td>4</td>
<td>32-39-22-00007-0050-00009.0</td>
<td>4716 32nd Avenue</td>
<td>County</td>
<td>Smith Plaza</td>
<td>---</td>
<td>X</td>
<td></td>
<td>CFAH</td>
</tr>
<tr>
<td>5</td>
<td>32-39-26-00006-0000-0016.0</td>
<td>4214 25th Avenue</td>
<td>County</td>
<td>Metes and Bounds</td>
<td>---</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>32-39-26-00005-0010-00050.0</td>
<td>2356 42nd Place</td>
<td>County</td>
<td>Spruce Park</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>Not Buildable</td>
</tr>
<tr>
<td>7</td>
<td>32-39-26-00005-0050-00002.0</td>
<td>4256 25th Avenue</td>
<td>County</td>
<td>Spruce Park</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>EDHAP</td>
</tr>
<tr>
<td>8</td>
<td>32-39-26-00005-0050-00008.0</td>
<td>4265 24th Court</td>
<td>County</td>
<td>Spruce Park</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>EDHAP</td>
</tr>
<tr>
<td>9</td>
<td>32-39-26-00010-0080-0010.0</td>
<td>1855 38th Place</td>
<td>County</td>
<td>Geoffrey's</td>
<td>---</td>
<td>X</td>
<td></td>
<td>CFAH</td>
</tr>
<tr>
<td>10</td>
<td>32-39-26-00010-0080-00111.0</td>
<td>1855 38th Place</td>
<td>County</td>
<td>Geoffrey's</td>
<td>---</td>
<td>X</td>
<td></td>
<td>CFAH</td>
</tr>
</tbody>
</table>

HFH: Habitat For Humanity, Inc.
EDHAP: Every Dream Has A Price, Inc.
CFAH: Coalition For Attainable Homes, Inc.
AGREEMENT BETWEEN INDIAN RIVER COUNTY
AND
HABITAT FOR HUMANITY, INC.
FOR
DONATION OF SURPLUS COUNTY OWNED LANDS

This Agreement for Donation of Surplus County-Owned Lands ("Agreement") is made and entered as of this 2nd day of June, 2009 ("Effective Date"), by and between Indian River County, a political subdivision of the State of Florida ("County"), and Habitat for Humanity, Inc., a Florida not-for-profit corporation ("Applicant").

BACKGROUND RECITALS:

WHEREAS, County, pursuant to the requirements of Section 125.379 Florida Statutes, prepared a list of County-owned land appropriate for the provision of affordable housing; and
WHEREAS, County, on June 19, 2007, following a duly noticed public hearing, adopted Resolution 2007-068, finding that ten (10) County-owned parcels, as set forth therein, were appropriate for the provision of affordable housing; and
WHEREAS, County agreed to donate the parcels to non-profit housing organizations for the construction of homes for very-low-income and low-income households; and
WHEREAS, Applicant is a Florida non-profit corporation and a corporation organized exclusively for charitable, religious, literary, scientific, and educational purposes as set forth in section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Section 501(c)(3) Entity"), and specifically organized for the purpose of building homes for very-low-income and low-income households; and
WHEREAS, Applicant has formally requested that the County donate the parcels shown in Exhibit "A" attached hereto and made a part hereof (each such parcel herein referenced as a "Lot") to Applicant for the construction of homes for very-low-income and low-income households.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Applicant agree as follows:

ARTICLE 1 GENERAL REQUIREMENTS

1.1. Applicant shall construct and complete, through the receipt of a Certificate of Occupancy, one single family residence on each Lot within three (3) years of the date of the deed of conveyance of the Lots to Applicant. Applicant and County acknowledge and agree that one (1) of the Lots has the capacity to be subdivided into multiple Lots and each such subdivided Lot shall have one (1) single family residence on it and all such subdivided lots are, for all purposes herein, collectively included within the terms Lot and Lots. If a Certificate of Occupancy is not issued for any of the single family residences on any Lot within the referenced 3 year timeframe, the title to any such Lot shall revert to the County unless an extension of the three (3) year time frame is approved by the Indian River County Board of County Commissioners at a regularly scheduled meeting thereof.
1.2. With respect to the Lots, Applicant shall, consistent with SHIP program Rule 63-37, Florida Administrative Code ("FAC") verify the income of all original and subsequent applicants/buyers and qualify only those applicants whose incomes conform to SHIP approved low-income or very-low-income household criteria.

1.3. The sale price of each original home to be built on any Lot shall not exceed 2.5 times the County's median household income (Indian River County's current 2008 median household income is $57,000.00). Applicant covenants to obtain from the County's Project Manager, or his designee, the new median income applicable to succeeding calendar years for the term of this Agreement.

1.4. Each home built on a Lot must be sold to a very-low-income or low-income (as such terms are defined in Florida Statutes section 420.0004) household, and be an owner-occupied unit. These homes shall not be used as rental property.

1.5. By April 1st of each year during the term of this Agreement, Applicant shall submit an annual report to the County Community Development Department indicating progress on utilization of the Lots. Once the homes are constructed, the annual report shall provide information on occupancy of the units and any changes to the unit's ownership.

1.6. Applicant may encourage its applicants to apply for County SHIP or HOME program down payment/closing cost and impact fee loan assistance at SHIP/HOME application acceptance times as advertised by the County. Applicant may also utilize the County's SHIP applicant list to find clients for homes.

1.7. All appropriate building permits must be obtained for construction of housing units on the Lots [each such Lot as improved with the residential dwelling herein referenced as "Property"]. County agrees to use its best efforts to expedite the review and permitting of affordable housing units being built by Applicant.

1.8. County shall convey each Lot to Applicant by Statutory County Deed containing covenants running with the land/deed restrictions to ensure that each Lot and each Property are permanently used for affordable housing, as such term is defined in Florida Statutes section 420.0004(3), including, without limiting the generality of the foregoing, a reversionary clause in favor of Indian River County as set forth herein. The sale and resale price of the Property must be "affordable" to the new Very-Low-Income or Low-Income (as such terms are defined in Florida Statutes section 420.0004) purchaser. Therefore, the deed restrictions will also prohibit any Property from being sold: (a) at a price that causes the household's monthly housing cost (principal, taxes, and insurance) to exceed thirty percent (30%) of the annual Adjusted Gross Income for a household that is Very-Low-Income or Low-Income (as such terms are defined in Florida Statutes section 420.0004); or (b) to a buyer who is not eligible due to his or her household income exceeding the thresholds set forth in Florida Statutes section 420.004 for Very-Low-Income or Low-Income households. The Applicant shall pay the costs of: (a) documentary stamps on the deed of conveyance, and (b) recording the deed of conveyance.

1.9. Applicant may, but shall not be obligated to, enter into a Shared Appreciation
Agreement with purchasers of units to be built by Applicant on the Lots.

1.10. Contemporaneously with the sale of the Property to a homeowner, Applicant may obtain a "Right of First Refusal" to purchase the Property if the homeowner opts to sell the Property; provided that, upon exercise of such right, Applicant: (a) sells the Property to another purchaser who meets the definition of very-low-income or low-income persons as set forth in Florida Statutes section 420.0004; and (b) complies with the provisions of paragraph 1.11 of this Agreement in connection with the sale to the new homeowner.

1.11. Applicant acknowledges and agrees that (a) the Lots are, by statute, intended to be used for the construction of permanent affordable housing; (b) all prospective and actual purchasers of homes to be built by Applicant on the Lots shall receive written information and counseling concerning the deed restrictions on the Lots; (c) all deeds conveying the Lots and the Property shall specifically include the reference to the deed restrictions on the Lots; (d) Applicant has a continuing obligation to monitor sales and resales of each Property; (e) the County must approve all subsequent sales and resales of each Property; and (f) the deed restrictions may be released only by a written instrument in recordable form, as more specifically set forth in such deed.

1.12. Applicant shall ensure that appropriately licensed persons, as applicable, construct or supervise the construction of the housing units built on the Lots. Applicant shall hold County harmless from any claim of lien filed under Chapter 713, Florida Statutes by any contractor, subcontractor or any other person or entity performing work or supplying materials on behalf of Applicant.

1.13. Applicant expressly acknowledges and agrees that: (a) it has inspected the Lots and accepts the same As Is, Where Is in the condition existing as of the Effective Date, together with all defects, latent and patent, if any; (b) County has made no representations or warranties of any nature whatsoever regarding the Lots, including, without limitation, title, the physical conditions of the Lots; any improvements located thereon; the availability of utilities; or the suitability of the Lots for Applicant's intended use; (c) Applicant is entering into this Agreement based on its own independent investigation of the Lots and has satisfied itself as to the general and local conditions, particularly those bearing on the availability of water, sewer, electric power, communications facilities, and road access; and (d) the County assumes no responsibility or obligation to provide any facilities of any nature whatsoever at the Lots and/or in connection with the construction of the housing units to be constructed thereon.

1.14. Applicant expressly acknowledges and agrees that it shall be solely responsible to obtain water, sewer, electric power, telephone, and television utilities for the Lots, including any associated security deposit or initial set-up charges.

1.15. Applicant acknowledges and agrees that it has the sole responsibility to pay any and all ad valorem taxes levied or assessed against the Lots, while the Lots are owned by the Applicant, including any special assessments imposed on or against the Lots and/or a Property for the construction or improvement of public works, and shall pay the same when due, unless exempt.

ARTICLE 2 DEFINITIONS
2.1. County and Applicant agree that the definitions in SHIP Program Rule 67-37 FAC; Florida Statutes Chapter 420; and the County’s Local Housing Assistance Plan, as any of the foregoing are amended from time to time, apply to terms used in this Agreement. Any term defined in the SHIP Program Rules and not otherwise defined in this Agreement shall have the meaning set forth in said Statutes and Rules or amended by the State of Florida through SHIP Program memorandums.

ARTICLE 3 COMPLIANCE WITH LAWS

3.1. Applicant shall maintain its existence as a not-for-profit corporation under the applicable laws of the State of Florida and its qualification as a Section 501(c)(3) Entity during the term of this Agreement. Applicant acknowledges and agrees that, in the event (a) Applicant loses its status as Section 501(c)(3) Entity; or (b) Applicant dissolves its corporate existence, and either of the foregoing occur while Applicant is still the owner of the Lots, then all right, title and interest of Applicant in and to the Lots shall automatically terminate and be rendered null and void, and all right, title and interest in and to the Lots shall automatically vest in Indian River County, a political subdivision of the State of Florida.

3.2. Applicant shall comply with all applicable Federal, State and local laws in its performance under this Agreement, including, without limiting the generality of the foregoing, all regulations applicable to the SHIP Program found in Chapter 67-37, FAC; Section 420 Part VII, Florida Statutes; and the Indian River County Local Housing Assistance Plan, as any or all of the foregoing are amended from time to time.

3.3 Applicant understands and agrees that the use of the Lots must comply with all state and local regulations applicable to construction of single-family residential dwellings.

3.4 The County and the Applicant acknowledge and agree that the clauses in this Agreement with respect to reversion of the Lots are governed by the exception found in Florida Statutes section 689.18(5): “Any and all conveyances of real property in this state heretofore or hereafter made to any governmental, educational, literary, scientific, religious, public utility, public transportation, charitable or nonprofit corporation or association are hereby excepted from the provisions of this section [reverter or forfeiture provisions of unlimited duration in the conveyance of real estate].”

ARTICLE 4 PROJECT RECORDS

4.1. Applicant covenants to maintain complete and accurate project records; inspection and monitoring reports; and any other documentation necessary or required to assure compliance with this Agreement (the foregoing herein collectively “Records”); and to retain all such Records for five years after the Certificate of Occupancy is issued for the last new housing unit constructed under this Agreement. Applicant shall maintain and retain, at its usual place of business, all required Records to demonstrate compliance with this Agreement and the County’s Local Housing Assistance Plan. Records must be kept for each Lot; Property; and each household assisted to demonstrate that each household assisted is in compliance with County’s Local Housing Assistance Plan.
ARTICLE 5 EVALUATION AND MONITORING

5.1. Applicant agrees that County may carry out periodic monitoring and evaluation activities as determined necessary by County. Applicant agrees to furnish information, reports, files, and Records upon request to County or its designees, and make copies and/or transcriptions of such records and information, as is determined necessary by County.

5.2. County, the State, or any of their duly authorized representatives, upon giving five (5) days notice to Applicant, shall at all times have the right and option to monitor, inspect, audit, and review Applicant's compliance with this Agreement. All of the above mentioned entities shall have the right to inspect any and all Records, books, documents, or papers of Applicant in connection with this Agreement for the purpose of making audit examinations, excerpts, and transcriptions.

5.3. Applicant agrees that continuation of this Agreement is dependent upon satisfactory monitoring and evaluation of activities and timely completion of the project according to the terms of this Agreement.

ARTICLE 6 NON-DISCRIMINATION CERTIFICATE

6.1. In connection with its performance under this Agreement, Applicant certifies that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in connection with, any application for purchase of the homes to be built on the Lots because of race, creed, color, national origin, gender, familial status, handicap, religion, or age.

ARTICLE 7 INDEPENDENT CONTRACTOR

7.1. It is specifically acknowledged and agreed by the parties hereto that the Applicant is and shall be, in the performance of all activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the activities or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Applicant's sole direction, supervision, and control, and in all respects the Applicant's relationship and the relationship of its employees to the County shall be that of an independent contractor performing solely under the terms of this Agreement and not as employees, agents, or servants of the County.

ARTICLE 8 PUBLIC ENTITY CRIMES; DISCLOSURE OF RELATIONSHIPS

8.1. Applicant certifies that it has complied with Paragraph (2)(a) of Section 287.133, Florida Statutes, which states that a "person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or
perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list”.

8.2. Pursuant to Section 105.08 of The Code of Indian River County, prior to signing this Agreement, the Applicant shall complete and return a duly notarized “Disclosure of Relationships” statement in the form set forth on Exhibit “B” attached hereto and made a part hereof.

ARTICLE 9 REMEDIES; NO ASSIGNMENT

9.1. Applicant acknowledges that the County is donating the Lots pursuant to Florida Statutes section 125.379 for the construction of permanent affordable housing. Accordingly, the parties acknowledge and agree that the County’s remedy for breach of this Agreement by Applicant shall be as follows:

(a) Any use of any Lot by Applicant in violation of this Agreement shall result in reversion of the Lot to the County and Applicant shall, immediately upon request of County, execute and record a Quitclaim Deed conveying such Lot to the County;

(b) Any other default by Applicant under this Agreement that remains uncured for 30 days following notice thereof from the County to the Applicant shall be cause for the County to declare this Agreement in default and, thereafter, the Applicant shall be removed from the lists of: (i) eligible recipients of, and may not apply for, donation of future surplus lots; and (ii) eligible purchasers of future surplus lots, all of the foregoing as contemplated to occur pursuant to Florida Statutes section 125.379 in 2010.

9.2. No Assignment. Applicant shall not in any manner, assign, transfer, mortgage, pledge, encumber, or otherwise convey an interest in this Agreement or any part hereof (any one of the foregoing events hereinafter referenced as an “Assignment”), without the prior written consent of the County, which consent shall not be unreasonably delayed, conditioned, or withheld. Any such attempted Assignment without County approval shall be null and void.

ARTICLE 10 MISCELLANEOUS

10.1. This Agreement shall be construed according to the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

10.2. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings of any nature whatsoever concerning the subject matter hereof that are not contained in this document. Accordingly, it is agreed that no deviation
from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by the Applicant and the County.

10.3. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

10.4. The Applicant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10.5. Except as otherwise expressly provided herein, each obligation in this Agreement to be performed by Applicant shall survive the termination or expiration of this Agreement.

10.6. The headings of the sections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The terms "hereof", "hereby", "herein", "hereto", and similar terms, refer to this Agreement

10.7. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own costs.

10.8. The Applicant shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law) in connection with this Agreement.

10.9. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

10.10. The Background Recitals are true and correct and form a material part of this Agreement.

10.11. Any notices required or allowed hereunder shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery, to the addresses below, or such other address as either party shall have specified by written notice to the other party delivered in accordance herewith:

APPLICANT: Andrew R. Bowler, Executive Director
Indian River Habitat for Humanity, Inc.
4568 N. U.S. Hwy 1 Vero Beach, FL 32967
COUNTY: Robert M. Keating, AICP
Community Development Director and Project Manager
Indian River County
1801 27th Street Vero Beach, FL 32960

10.12. The County and the Applicant mutually represent and warrant to each other that there are no brokers involved in this transaction.

10.13. Time shall be of the essence of the obligations of the parties under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names as of the date first set forth above.

Attest: J. K. Barton, Clerk

By __________________________
Deputy Clerk

INDIAN RIVER COUNTY
BOARD OF COUNTY COMMISSIONERS

By __________________________
Wesley S. Davis, Chairman

BCC approval date: __________________________

Approved:

Joseph A. Baird, County Administrator

Approved as to form and legal sufficiency:

Marian E. Fell
Senior Assistant County Attorney

WITNESSES:

HABITAT FOR HUMANITY, INC.

By __________________________
Andrew R. Bowler, Executive Director

Date: 5-26-09
Parcel: 33392500006004000022.3

Full Legal Description

INDIAN RIVER FARMS CO SUB

IND RIV FARMS CO SUB PBS 2-25 N 70 FT OF
S 1130 FT OF W 125 FT OF E 135 FT OF W 10 A OF E 20 A OF
TR 4

Parcel: 33392500006004000022.1

Full Legal Description

INDIAN RIVER FARMS CO SUB

IND RIV FARMS CO SUB PBS 2-25 N 280 FT
OF S 1060 FT OF W 125 FT OF E 135 FT OF W 10 A OF E 20 A OF
TR 4 (OR BK 465 PP 970)

EXHIBIT "A"
AGREEMENT BETWEEN INDIAN RIVER COUNTY
AND
COALITION FOR ATTAINABLE HOMES, INC.
FOR
DONATION OF SURPLUS COUNTY OWNED LANDS

This Agreement for Donation of Surplus County-Owned Lands ("Agreement") is made and entered as of this 2nd day of June, 2009 ("Effective Date"), by and between Indian River County, a political subdivision of the State of Florida ("County"), and Coalition for Attainable Homes, Inc., a Florida not-for-profit corporation ("Applicant").

BACKGROUND RECITALS:

WHEREAS, County, pursuant to the requirements of Section 125.379 Florida Statutes, prepared a list of County-owned land appropriate for the provision of affordable housing; and
WHEREAS, County, on June 19, 2007, following a duly noticed public hearing, adopted Resolution 2007-068, finding that ten (10) County-owned parcels, as set forth therein, were appropriate for the provision of affordable housing; and
WHEREAS, County agreed to donate the parcels to non-profit housing organizations for the construction of homes for very-low income and low-income households; and
WHEREAS, Applicant is a Florida non-profit corporation and a corporation organized exclusively for charitable, religious, literary, scientific, and educational purposes as set forth in section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Section 501(c)(3) Entity"), and specifically organized for the purpose of building homes for very low and low income households; and
WHEREAS, Applicant has formally requested that the County donate the parcels shown in Exhibit "A" attached hereto and made a part hereof (each such parcel herein referenced as a "Lot") to Applicant for the construction of homes for very-low-income and low-income households.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Applicant agree as follows:

ARTICLE 1 GENERAL REQUIREMENTS

1.1. Applicant shall construct and complete, through the receipt of a Certificate of Occupancy, one single family residence on each Lot within three (3) years of the date of the deed of conveyance of the Lots to Applicant. If a Certificate of Occupancy is not issued for any of the single family residences on any Lot within the referenced 3 year timeframe, the title to any such Lot shall revert to the County unless an extension of the three (3) year timeframe is approved by the Indian River County Board of County Commissioners at a regularly scheduled meeting thereof.

1.2. With respect to the Lots, Applicant shall, consistent with SHIP program Rule 63-37, Florida Administrative Code ("F.A.C.") verify the income of all original and subsequent
applicants/buyers and qualify only those applicants whose incomes conform to SHIP approved low or very low income household criteria.

1.3. The sale price of each original home to be built on any Lot shall not exceed 2.5 times the County’s median household income (Indian River County’s current 2008 median household income is $57,000.00). Applicant covenants to obtain from the County’s Project Manager, or his designee, the new median income applicable to succeeding calendar years for the term of this Agreement.

1.4. Each home built on a Lot must be sold to a very low or low income household, and be an owner occupied unit. These homes shall not be used as rental property.

1.5. By April 1st of each year during the term of this Agreement, Applicant shall submit an annual report to the County Community Development Department indicating progress on utilization of the Lots. Once the homes are constructed, the annual report shall provide information on occupancy of the units and any changes to the unit’s ownership.

1.6. Applicant may encourage its applicants to apply for County SHIP or HOME program down payment/closing cost and impact fee loan assistance at SHIP/HOME application acceptance times as advertised by the County. Applicant may also utilize the County’s SHIP applicant list to find clients for homes.

1.7. All appropriate building permits must be obtained for construction of housing units on the Lots [each such Lot as improved with the residential dwelling herein referenced as “Property”]. County agrees to use its best efforts to expedite the review and permitting of affordable housing units being built by Applicant.

1.8. County shall convey each Lot to Applicant by Statutory County Deed containing covenants running with the land/deed restrictions to ensure that the Lots and each Property are permanently used for affordable housing, as such term is defined in Florida Statutes section 420.0004(3), including, without limiting the generality of the foregoing, a reversionary clause in favor of Indian River County as set forth herein. The sale and resale price of the Property must be “affordable” to the new Very-Low-Income or Low-Income (as such terms are defined in Florida Statutes section 420.0004) purchaser. Therefore, the deed restrictions will also prohibit any Property from being sold: (a) at a price that causes the household’s monthly housing cost (principal, taxes, and insurance) to exceed thirty percent (30%) of the annual Adjusted Gross Income for a household that is Very-Low-Income or Low-Income (as such terms are defined in Florida Statutes section 420.0004); or (b) to a buyer who is not eligible due to his or her household income exceeding the thresholds set forth in Florida Statutes section 420.004 for Very-Low-Income or Low-Income households. The Applicant shall pay the costs of: (a) documentary stamps on the deed of conveyance, and (b) recording the deed of conveyance.

1.9. Applicant may, but shall not be obligated to, enter into a Shared Appreciation Agreement with purchasers of units to be built by Applicant on the Lots.
1.10. Contemporaneously with the sale of the Property to a homeowner, Applicant may obtain a "Right of First Refusal" to purchase the Property if the homeowner opts to sell the Property; provided that, upon exercise of such right, Applicant: (a) sells the Property to another purchaser who meets the definition of very-low-income or low-income persons as set forth in Florida Statutes section 420.0004; and (b) complies with the provisions of paragraph 1.11 of this Agreement in connection with the sale to the new homeowner.

1.11. Applicant acknowledges and agrees that (a) the Lots are, by statute, intended to be used for the construction of permanent affordable housing; (b) all prospective and actual purchasers of homes to be built by Applicant on the Lots shall receive written information and counseling concerning the deed restrictions on the Lots; (c) all deeds conveying the Lots and the Property shall specifically include the reference to the deed restrictions on the Lots; (d) Applicant has a continuing obligation to monitor sales and resales of each Property; (e) the County must approve all subsequent sales and resales of each Property; and (f) the deed restrictions may be released only by a written instrument in recordable form, as more specifically set forth in such deed.

1.12. Applicant shall ensure that appropriately licensed persons, as applicable, construct or supervise the construction of the housing units built on the Lots. Applicant shall hold County harmless from any claim of lien filed under Chapter 713, Florida Statutes by any contractor, subcontractor or any other person or entity performing work or supplying materials on behalf of Applicant.

1.13. Applicant expressly acknowledges and agrees that: (a) it has inspected the Lots and accepts the same As Is, Where Is in the condition existing as of the Effective Date, together with all defects, latent and patent, if any; (b) County has made no representations or warranties of any nature whatsoever regarding the Lots, including, without limitation, title, the physical conditions of the Lots; any improvements located thereon; the availability of utilities; or the suitability of the Lots for Applicant's intended use; (c) Applicant is entering into this Agreement based on its own independent investigation of the Lots and has satisfied itself as to the general and local conditions, particularly those bearing on the availability of water, sewer, electric power, communications facilities, and road access; and (d) the County assumes no responsibility or obligation to provide any facilities of any nature whatsoever at the Lots and/or in connection with the construction of the housing units to be constructed thereon.

1.14. Applicant expressly acknowledges and agrees that it shall be solely responsible to obtain water, sewer, electric power, telephone, and television utilities for the Lots, including any associated security deposit or initial set-up charges.

1.15. Applicant acknowledges and agrees that it has the sole responsibility to pay any and all ad valorem taxes levied or assessed against the Lots, while the Lots are owned by the Applicant, including any special assessments imposed on or against the Lots and/or a Property for the construction or improvement of public works, and shall pay the same when due, unless exempt.
ARTICLE 2 DEFINITIONS

2.1. County and Applicant agree that the definitions in SHIP Program Rule 67-37 F.A.C; Florida Statutes Chapter 420; and the County’s Local Housing Assistance Plan, as any of the foregoing are amended from time to time, apply to terms used in this Agreement. Any term defined in the SHIP Program Rules and not otherwise defined in this Agreement shall have the meaning set forth in said Statutes and Rules or amended by the State of Florida through SHIP Program memorandums.

ARTICLE 3 COMPLIANCE WITH LAWS

3.1. Applicant shall maintain its existence as a not-for-profit corporation under the applicable laws of the State of Florida and its qualification as a Section 501(c)(3) Entity during the term of this Agreement. Applicant acknowledges and agrees that, in the event (a) Applicant loses its status as Section 501(c)(3) Entity; or (b) Applicant dissolves its corporate existence, and either of the foregoing occur while Applicant is still the owner of the Lots, then all right, title and interest of Applicant in and to the Lots shall automatically terminate and be rendered null and void, and all right, title and interest in and to the Lots shall automatically vest in Indian River County, a political subdivision of the State of Florida.

3.2. Applicant shall comply with all applicable Federal, State and local laws in its performance under this Agreement, including, without limiting the generality of the foregoing, all regulations applicable to the SHIP Program found in Chapter 67-37, Florida Administrative Code; Section 420 Part VII, Florida Statutes; and the Indian River County Local Housing Assistance Plan, as any or all of the foregoing are amended from time to time.

3.3. Applicant understands and agrees that the use of the Lots must comply with all state and local regulations applicable to construction of single-family residential dwellings.

3.4. The County and the Applicant acknowledge and agree that the clauses in this Agreement with respect to reversion of the Lots are governed by the exception found in Florida Statutes section 689.18(5):“Any and all conveyances of real property in this state heretofore or hereafter made to any governmental, educational, literary, scientific, religious, public utility, public transportation, charitable or nonprofit corporation or association are hereby excepted from the provisions of this section [reverter or forfeiture provisions of unlimited duration in the conveyance of real estate].”

ARTICLE 4 PROJECT RECORDS

4.1. Applicant covenants to maintain complete and accurate project records; inspection and monitoring reports; and any other documentation necessary or required to assure compliance with this Agreement (the foregoing herein collectively “Records”); and to retain all such Records for five years after the Certificate of Occupancy is issued for the last new housing unit constructed under this Agreement. Applicant shall maintain and retain, at its usual place of business, all required Records to demonstrate compliance with this
Agreement and the County's Local Housing Assistance Plan. Records must be kept for each Lot; Property; and each household assisted to demonstrate that each household assisted is in compliance with County's Local Housing Assistance Plan.

ARTICLE 5 EVALUATION AND MONITORING

5.1. Applicant agrees that County may carry out periodic monitoring and evaluation activities as determined necessary by County. Applicant agrees to furnish information, reports, files, and Records upon request to County or its designees, and make copies and/or transcriptions of such records and information, as is determined necessary by County.

5.2. County, the State, or any of their duly authorized representatives, upon giving five (5) days notice to Applicant, shall at all times have the right and option to monitor, inspect, audit, and review Applicant's compliance with this Agreement. All of the above mentioned entities shall have the right to inspect any and all Records, books, documents, or papers of Applicant in connection with this Agreement for the purpose of making audit examinations, excerpts, and transcriptions.

5.3. Applicant agrees that continuation of this Agreement is dependent upon satisfactory monitoring and evaluation of activities and timely completion of the project according to the terms of this Agreement.

ARTICLE 6 NON-DISCRIMINATION CERTIFICATE

6.1. In connection with its performance under this Agreement, Applicant certifies that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in connection with, any application for purchase of the homes to be built on the Lots because of race, creed, color, national origin, gender, familial status, handicap, religion, or age.

ARTICLE 7 INDEPENDENT CONTRACTOR

7.1. It is specifically acknowledged and agreed by the parties hereto that the Applicant is and shall be, in the performance of all activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the activities or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Applicant's sole direction, supervision, and control, and in all respects the Applicant's relationship and the relationship of its employees to the County shall be that of an independent contractor performing solely under the terms of this Agreement and not as employees, agents, or servants of the County.

ARTICLE 8 PUBLIC ENTITY CRIMES; DISCLOSURE OF RELATIONSHIPS.

8.1. Applicant certifies that it has complied with Paragraph (2)(a) of Section 287.133, Florida Statutes, which states that a "person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on
a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list”.

8.2. Pursuant to Section 105.08 of The Code of Indian River County, prior to signing this Agreement, the Applicant shall complete and return a duly notarized “Disclosure of Relationships” in the form set forth on Exhibit “B” attached hereto and made a part hereof.

ARTICLE 9 REMEDIES; NO ASSIGNMENT

9.1. Applicant acknowledges that the County is donating the Lots pursuant to Florida Statutes section 125.379 for the construction of permanent affordable housing. Accordingly, the parties acknowledge and agree that the County’s remedy for breach of this Agreement by Applicant shall be as follows:

(a) Any use of any Lot by Applicant in violation of this Agreement shall result in reversion of the Lot to the County and Applicant shall, immediately upon request of County, execute and record a Quitclaim Deed conveying such Lot to the County;
(b) Any other default by Applicant under this Agreement that remains uncured for 30 days following notice thereof from the County to the Applicant shall be cause for the County to declare this Agreement in default and, thereafter, the Applicant shall be removed from the lists of: (i) eligible recipients of, and may not apply for, donation of future surplus lots; and (ii) eligible purchasers of future surplus lots, all of the foregoing as contemplated to occur pursuant to Florida Statutes section 125.379 in 2010.

9.2. No Assignment. Applicant shall not in any manner, assign, transfer, mortgage, pledge, encumber, or otherwise convey an interest in this Agreement or any part hereof (any one of the foregoing events hereinafter referenced as an “Assignment”), without the prior written consent of the County, which consent shall not be unreasonably delayed, conditioned, or withheld. Any such attempted Assignment without County approval shall be null and void.

ARTICLE 10 MISCELLANEOUS

10.1. This Agreement shall be construed according to the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

10.2. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments.
agreements, or understandings of any nature whatsoever concerning the subject matter hereof that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by the Applicant and the County.

10.3. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

10.4. The Applicant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10.5. Except as otherwise expressly provided herein, each obligation in this Agreement to be performed by Applicant shall survive the termination or expiration of this Agreement.

10.6. The headings of the sections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The terms “hereof”, “hereby”, “herein”, “hereto”, and similar terms, refer to this Agreement.

10.7. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own costs.

10.8. The Applicant shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law) in connection with this Agreement.

10.9. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

10.10. The Background Recitals are true and correct and form a material part of this Agreement.

10.11. Any notices required or allowed hereunder shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery, to the addresses below, or such other address as either party shall have specified by written notice to the other party delivered in accordance herewith:

APPLICANT: Tom Tierney, Chairman, Coalition for Attainable Homes, Inc.
1717 Indian River Blvd., Suite 301
Vero Beach, FL 32960
COUNTY: Robert M. Keating, AICP  
Community Development Director and Project Manager  
Indian River County  
1801 27th Street Vero Beach, FL 32960

10.12. The County and the Applicant mutually represent and warrant to each other that there are no brokers involved in this transaction.

10.13. Time shall be of the essence of the obligations of the parties under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names as of the date first set forth above.

Attest: J. K. Barton, Clerk  
BY ____________________________
Deputy Clerk

BY ____________________________
Wesley S. Davis, Chairman

BCC approval date: ____________________________

Approved:
Joseph A. Baird  
County Administrator

Approved as to form and legal sufficiency:
Marian E. Fell  
Senior Assistant County Attorney

COALITION FOR ATTAINABLE HOMES, INC.

WITNESSES:

Katherine Mockler  
By ____________________________  
print name Katherine Mockler

Sharon Brown  
By ____________________________  
print name Sharon Brown

Date: 5/20/2009
Parcel: 32392600010008000111.0

Full Legal Description
WE GEOFFREYS SUB
BLK 8 LOT 111
PBI 2-32

Parcel: 32392600010008000110.0

Full Legal Description
WE GEOFFREYS SUB
BLK 8 LOT 110
PBI 2-32

Parcel: 32392200007009000009.0

Full Legal Description
SMITH PLAZA SUB
BLK 9 LOT 9
PBI 1-18

EXHIBIT "A"
Exhibit B. Disclosure of Relationships

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted with that certain Agreement for Donation of Surplus County-Owned Lands.

1. This sworn statement is submitted by: COALITION FOR ATTAINABLE HOMES, INC. (Name of entity submitting sworn statement)
   whose business address is: 1717 INDIAN RIVER BLVD., SUITE 301 VERO BEACH, FL 32960
   and (If applicable) its Federal Employer Identification Number (FEIN) is 26-1941462

2. My name is THOMAS W. TIERNEY (Please print name of individual signing) and my relationship to the entity named above is BOARD CHAIR

3. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:
   The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

4. I understand that the relationship with a County Commissioner or County employee that must be disclosed is as follows:
   Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent or grandchild.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]
   __ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships as defined in Section 105.08, Indian River County Code, with any County Commissioner or County employee.
   X The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity have the following relationships with a County Commissioner or County employee:
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<th>Name of Affiliate or Entity</th>
<th>Name of County Commissioner or employee</th>
<th>Relationship</th>
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<tr>
<td>1. Coalition for Affordable Housing</td>
<td>Jim Davis</td>
<td>BOARD MEMBER</td>
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Thomas W. Tierney, BOARD CHAIR

(signature)

5/24/2009

(date)

STATE OF Florida
COUNTY OF Indian River

The foregoing instrument was acknowledged before me this 26th day of May, 2009, by Thomas W. Tierney, of Coalition for Affordable Housing, Inc., who is personally known to me or has produced [affix seal] as identification.

Sharon Brown

(underscore)
AGREEMENT BETWEEN INDIAN RIVER COUNTY
AND
EVERY DREAM HAS A PRICE, INC.
FOR
DONATION OF SURPLUS COUNTY OWNED LANDS

This Agreement for Donation of Surplus County-Owned Lands ("Agreement") is made and entered as of this 2nd day of June, 2009 ("Effective Date"), by and between Indian River County, a political subdivision of the State of Florida ("County"), and Every Dream Has A Price, Inc., a Florida not-for-profit corporation ("Applicant").

BACKGROUND RECITALS:

WHEREAS, County, pursuant to the requirements of Section 125.379 Florida Statutes, prepared a list of County-owned land appropriate for the provision of affordable housing; and
WHEREAS, County, on June 19, 2007, following a duly noticed public hearing, adopted Resolution 2007-068, finding that ten (10) County-owned parcels, as set forth therein, were appropriate for the provision of affordable housing; and
WHEREAS, County agreed to donate the parcels to non-profit housing organizations for the construction of homes and/or rental units for very-low-income and low-income households; and
WHEREAS, Applicant is a Florida non-profit corporation and a corporation organized exclusively for charitable, religious, literary, scientific, and educational purposes as set forth in section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Section 501(c)(3) Entity"), and specifically organized for the purpose of building, rehabbing, and revitalizing homes and/or rental units for very-low-income and low-income households; and
WHEREAS, Applicant has formally requested that the County donate the parcels shown in Exhibit "A" attached hereto and made a part hereof (each such parcel herein referenced as a "Lot") to Applicant for the construction of rental units for very-low-income and low-income households.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Applicant agree as follows:

ARTICLE 1 GENERAL REQUIREMENTS

1.1. Applicant shall construct and complete, through the receipt of a Certificate of Occupancy, one or more affordable housing rental units on each Lot as permitted by the zoning of each Lot, within three (3) years of the date of the deed of conveyance of the Lots to Applicant. Applicant and County acknowledge and agree that one (1) of the Lots has the capacity to be subdivided into multiple Lots and each such subdivided Lot shall have one (1) single family residence on it and all such subdivided lots are, for all purposes herein, collectively included within the terms Lot and Lots. If a Certificate of Occupancy is not issued for any of the single family residences on any Lot within the referenced 3 year timeframe, the title to any such Lot shall revert to the County unless an extension of the
three (3) year time frame is approved by the Indian River County Board of County Commissioners at a regularly scheduled meeting thereof.

1.2. With respect to the Lots, Applicant shall, consistent with SHIP program Rule 63-37, Florida Administrative Code ("F.A.C.") verify the income of all original and subsequent applicants/renters and qualify only those applicants/renters whose incomes conform to SHIP approved low-income or very-low-income household criteria. Applicant may use the County's SHIP applicant list to find clients for rental units/homes.

1.3. The rental amounts for each rental unit to be built on any Lot shall not exceed the maximum rent amount for Indian River County as identified in the most recent Rent Schedule by Number of Bedrooms in Unit published by the Florida Housing Finance Corporation ("FHFC").

1.4. By April 1st of each year during the term of this Agreement, Applicant shall submit an annual report to the County Community Development Department indicating progress on utilization of the Lots. Once the rental units/homes are constructed and occupied, the annual report shall provide information as to the name of the tenant renting each unit; the total number of household members occupying the unit; the gross household income per rental unit; and the amount of rent that is charged.

1.5. All appropriate building permits must be obtained for construction of rental housing units on the Lots [each such Lot as improved with the residential rental dwelling herein referenced as "Property"]. County agrees to use its best efforts to expedite the review and permitting of affordable housing rental units being built by Applicant.

1.6. County shall convey each Lot to Applicant by Statutory County Deed containing covenants running with the land /deed restrictions to ensure that the Lots and each Property are permanently used for affordable rental housing, as such term is defined in Florida Statutes section 420.0004(3), including, without limiting the generality of the foregoing, a reversionary clause in favor of Indian River County as set forth herein. The deed restrictions will also prohibit any Property from being rented: (a) at a rent that causes the household's monthly housing costs to exceed thirty percent (30%) of the annual Adjusted Gross Income for a household that is Very-Low-Income or Low-Income (as such terms are defined in Florida Statutes section 420.0004); or (b) to a renter who is not eligible due to his or her household income exceeding the thresholds set forth in Florida Statutes section 420.004 for Very-Low-Income or Low-Income (as such terms are defined in Florida Statutes section 420.0004) households. The Applicant acknowledges and agrees that the Lots are, by statute, intended to be used for the construction of permanent affordable rental housing and the deed restrictions may be released only by a written instrument in recordable form, as more specifically set forth in such deed. The Applicant shall pay the costs of: (a) documentary stamps on the deed of conveyance, and (b) recording the deed of conveyance.

1.7. Applicant shall ensure that appropriately licensed persons, as applicable, construct or supervise the construction of the rental housing units built on the Lots. Applicant shall hold County harmless from any claim of lien filed under Chapter 713, Florida Statutes by any contractor, subcontractor or any other person or entity performing work or supplying materials on behalf of Applicant.

1.8. Applicant expressly acknowledges and agrees that: (a) it has inspected the Lots and accepts the same As Is, Where Is in the condition existing as of the Effective Date, together with all defects, latent and patent, if any; (b) County has made no representations or warranties of any nature whatsoever regarding the Lots, including, without limitation, title, the physical conditions of the Lots; any improvements located thereon; the availability of utilities;
or the suitability of the Lots for Applicant's intended use; (c) Applicant is entering into this Agreement based on its own independent investigation of the Lots and has satisfied itself as to the general and local conditions, particularly those bearing on the availability of water, sewer, electric power, communications facilities, and road access; and (d) the County assumes no responsibility or obligation to provide any facilities of any nature whatsoever at the Lots and/or in connection with the construction of the housing units to be constructed thereon.

1.9. Applicant expressly acknowledges and agrees that it shall be solely responsible to obtain water, sewer, electric power, telephone, and television utilities for the Lots, including any associated security deposit or initial set-up charges.

1.10. Applicant acknowledges and agrees that is has the sole responsibility to pay any and all ad valorem taxes levied or assessed against the Lots, while the Lots are owned by the Applicant including any special assessments imposed on or against the Lots and/or a Property for the construction or improvement of public works, and shall pay the same when due, unless exempt.

ARTICLE 2 DEFINITIONS

2.1. County and Applicant agree that the definitions in SHIP Program Rule 67-37 F.A.C; Florida Statutes Chapter 420; and the County's Local Housing Assistance Plan, as any of the foregoing are amended from time to time, apply to terms used in this Agreement. Any term defined in the SHIP Program Rules and not otherwise defined in this Agreement shall have the meaning set forth in the foregoing Statutes and Rules or as amended by the State of Florida through SHIP Program memoranda.

ARTICLE 3 COMPLIANCE WITH LAWS

3.1. Applicant shall maintain its existence as a not-for-profit corporation under the applicable laws of the State of Florida and its qualification as a Section 501(c)(3) Entity during the term of this Agreement. Applicant acknowledges and agrees that, in the event (a) Applicant loses its status as Section 501(c)(3) Entity; or (b) Applicant dissolves its corporate existence, Applicant shall promptly notify County. If either of the foregoing events occur prior to rental of any Property, then all right, title and interest of Applicant in and to the Lots shall automatically terminate and be rendered null and void, and all right, title and interest in and to the Lots shall automatically vest in Indian River County, a political subdivision of the State of Florida. If either of the foregoing events occur after rental of any Property Applicant shall transfer title to the Property to another Section 501(c)(3) Entity specifically organized for the purpose of building, rehabbing, and revitalizing homes and/or rental units for very-low-income and low-income households.

3.2. Applicant shall comply with all applicable Federal, State and local laws in its performance under this Agreement, including, without limiting the generality of the foregoing, all regulations applicable to the SHIP Program found in Chapter 67-37, Florida Administrative Code; Section 420 Part VII, Florida Statutes; and the Indian River County Local Housing Assistance Plan, as any or all of the foregoing are amended from time to time.
3.3 Applicant understands and agrees that the use of the Lots must comply with all state and local regulations applicable to construction of rental unit residential dwellings.

3.4 The County and the Applicant acknowledge and agree that the clauses in this Agreement with respect to reversion of the Lots are governed by the exception found in Florida Statutes section 689.18(5): "Any and all conveyances of real property in this state heretofore or hereafter made to any governmental, educational, literary, scientific, religious, public utility, public transportation, charitable or nonprofit corporation or association are hereby excepted from the provisions of this section [reverter or forfeiture provisions of unlimited duration in the conveyance of real estate]."

ARTICLE 4 PROJECT RECORDS

4.1. Applicant covenants to maintain complete and accurate project records; inspection and monitoring reports; and any other documentation necessary or required to assure compliance with this Agreement (the foregoing herein collectively "Records"); and to retain all such Records for five years after the Certificate of Occupancy is issued for the last new rental housing unit constructed under this Agreement. Applicant shall maintain and retain, at its usual place of business, all required Records to demonstrate compliance with this Agreement and the County's Local Housing Assistance Plan. Records must be kept for each Lot, Property; and each household assisted to demonstrate that each household assisted is in compliance with County's Local Housing Assistance Plan.

ARTICLE 5 EVALUATION AND MONITORING

5.1. Applicant agrees that County may carry out periodic monitoring and evaluation activities as determined necessary by County. Applicant agrees to furnish information, reports, files, and Records upon request to County or its designees, and make copies and/or transcriptions of such records and information, as is determined necessary by County.

5.2. County, the State, or any of their duly authorized representatives, upon giving five (5) days notice to Applicant, shall at all times have the right and option to monitor, inspect, audit, and review Applicant's compliance with this Agreement. All of the above mentioned entities shall have the right to inspect any and all Records, books, documents, or papers of Applicant in connection with this Agreement for the purpose of making audit examinations, excerpts, and transcriptions.

5.3. Applicant agrees that continuation of this Agreement is dependent upon satisfactory monitoring and evaluation of activities and timely completion of the project according to the terms of this Agreement.

ARTICLE 6 NON-DISCRIMINATION CERTIFICATE

6.1. In connection with its performance under this Agreement, Applicant certifies that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in connection with, any application for rental of the homes to be built on the Lots because of race, creed, color, national origin, gender, familial status, handicap, religion, or age.
ARTICLE 7 INDEPENDENT CONTRACTOR

7.1. It is specifically acknowledged and agreed by the parties hereto that the Applicant is and shall be, in the performance of all activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the activities or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Applicant’s sole direction, supervision, and control, and in all respects the Applicant’s relationship and the relationship of its employees to the County shall be that of an independent contractor performing solely under the terms of this Agreement and not as employees, agents, or servants of the County.

ARTICLE 8 PUBLIC ENTITY CRIMES; DISCLOSURE OF RELATIONSHIPS.

8.1. Applicant certifies that it has complied with Paragraph (2)(a) of Section 287.133, Florida Statutes, which states that a “person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list”.

8.2. Pursuant to Section 105.08 of The Code of Indian River County, prior to signing this Agreement, the Applicant shall complete and return a duly notarized “Disclosure of Relationships” in the form set forth on Exhibit “B” attached hereto and made a part hereof.

ARTICLE 9 REMEDIES; NO ASSIGNMENT

9.1. Applicant acknowledges that the County is donating the Lots pursuant to Florida Statutes section 125.379 for the construction of permanent affordable rental housing. Accordingly, the parties acknowledge and agree that the County’s remedy for breach of this Agreement by Applicant shall be as follows:
(a) Any use of any Lot and/or any Property by Applicant in violation of this Agreement shall result in reversion of the Lot to the County and Applicant shall, immediately upon request of County, execute and record a Quitclaim Deed conveying such Lot to the County;
(b) Any other default by Applicant under this Agreement that remains uncured for 30 days following notice thereof from the County to the Applicant shall be cause for the County to declare this Agreement in default and, thereafter, the Applicant shall be removed from the lists of: (i) eligible recipients of, and may not apply for, donation of future surplus lots; and (ii) eligible purchasers of future surplus lots, all of the foregoing as contemplated to occur pursuant to Florida Statutes section 125.379 in 2010.

9.2. No Assignment. Applicant shall not in any manner, assign, transfer, mortgage, pledge, encumber, or otherwise convey an interest in this Agreement or any part hereof (any one of the foregoing events hereinafter referenced as an “Assignment”), without the prior written
consent of the County, which consent shall not be unreasonably delayed, conditioned, or withheld. Any such attempted Assignment without County approval shall be null and void.

ARTICLE 10 MISCELLANEOUS

10.1. This Agreement shall be construed according to the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

10.2. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings of any nature whatsoever concerning the subject matter hereof that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by the Applicant and the County.

10.3. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

10.4. The Applicant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10.5. Except as otherwise expressly provided herein, each obligation in this Agreement to be performed by Applicant shall survive the termination or expiration of this Agreement.

10.6. The headings of the sections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The terms "hereof", "hereby", "herein", "hereto", and similar terms, refer to this Agreement.

10.7. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own costs.

10.8. The Applicant shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law) in connection with this Agreement.

10.9. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

10.10. The Background Recitals are true and correct and form a material part of this Agreement.

10.11. Any notices required or allowed hereunder shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery, to the addresses below, or such other address as either party shall have specified by written notice to the other party delivered in accordance herewith:
APPLICANT: Julianne R. Price, President,  
Every Dream Has A Price, Inc.  
2179 10th Ave. Vero Beach, FL 32960  
COUNTY: Robert M. Keating, AICP  
Community Development Director and Project Manager  
Indian River County  
1801 27th Street Vero Beach, FL 32960

10.12. The County and the Applicant mutually represent and warrant to each other that there are no brokers involved in this transaction.

10.13. Time shall be of the essence of the obligations of the parties under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names as of the date first set forth above.

Attest: J. K. Barton, Clerk  
INTEGRATED RIVER COUNTY  
BOARD OF COUNTY COMMISSIONERS

By ___________________________ 
Deputy Clerk

By ___________________________ 
Wesley S. Davis, Chairman

BCC approval date: ________________

Approved:  

Joseph Baird County Administrator

Approved as to form and legal sufficiency:

Marian E. Fell
Senior Assistant County Attorney

WITNESSES:

sign:  
print name: Georgie Williams

By Julianne R. Price, President  
Date: 5/26/09

sign:  
print name: Deanna Z. Parker
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<td>RUN W ALONG S LINE 520 FT; N 105 FT FOR BEG; W 420 FT; N 105 FT; E 420 FT; S 10</td>
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EXHIBIT "A"
Exhibit B. Disclosure of Relationships

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted with that certain Agreement for Donation of Surplus County-Owned Lands.

1. This sworn statement is submitted by: Every Dream Has A Price
   whose business address is: 2179 North Ave.
   Vero Beach, FL 32960
   and
   (if applicable) its Federal Employer Identification Number (FEIN) is 80-0147608

2. My name is Julianne Price
   (Please print name of individual signing)
   and my relationship to the entity named above is President, Registered Agent.

3. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:
   The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

4. I understand that the relationship with a County Commissioner or County employee that must be disclosed is as follows:
   Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent or grandchild.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]
   Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships as defined in Section 105.08, Indian River County Code, with any County Commissioner or County employee.

   The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity have the following relationships with a County Commissioner or County employee:
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<th>Name of County Commissioner or employee</th>
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Julianne Price  
(signature)  
5/26/09  
(date)

STATE OF  
COUNTY OF Indian River

The foregoing instrument was acknowledged before me this 26th day of  
May 2009 by Julianne Price of  
who is personally known to me or has produced  
identification.  
Notary Public (affix seal)  
My Commission Expires: June 29, 2011

Nancy R. Galuppo  
Nancy R. Galuppo  
May 26, 2009  
Indian River County
INDIAN RIVER COUNTY, FLORIDA
BOARD MEMORANDUM

TO: Joseph Baird
County Administrator

THROUGH: James W. Davis, P.E.
Public Works Director

FROM: Jonathan C. Gorham, Ph.D.
Coastal Resource Manager

SUBJECT: Work Order #5
Coastal Technology Corporation Inc.
Sector 3 beach restoration pre-construction services

DATE: June 1, 2009

DESCRIPTION AND CONDITIONS

At the May 12, 2009 meeting, the Board directed staff to proceed with bidding for the construction of the Sector 3 beach restoration project, including an option for the use of upland sand source materials as an alternative for project construction. Coastal Technology Corporation Inc. (CTC) is the County's consultant for professional coastal engineering services for the Sector 3 project.

CTC has prepared the attached scope and budget for Work Order #5 to accomplish this objective. Task #1 of the Work Order, in the amount of $46,914.00, includes services related to: (a) formulation and verification of the bid award process, (b) preparation of bid documents and technical specifications and (c) review and evaluation of bids from both offshore and upland sand source bidders. Task #2 of the Work Order, in the amount of $150,888, includes services related to the modification of state and federal permits to authorize an upland sand source in the event an upland bidder is selected by the County. Task #2 will not be necessary if an offshore bidder is selected. Task #3 of the Work Order, in the amount of $49,614.00, includes services related to final pre-construction surveys and regulatory agency Notice-to-Proceed items.

In the event an offshore bidder is selected, it is anticipated that a Notice-to-Proceed (NTP) could be issued to the contractor by September 15, 2009. In the event an upland sand source bidder is selected, the date by which an NTP could be issued by the County will be delayed until Task 2 (permit modification) has been completed. In the event no Requests for Additional Information (RAIs) are issued on the Joint Coastal Permit modification, a NTP could be issued by January 17, 2010. If one RAI is issued, the earliest expected NTP issue date would be March 6, 2010. Either of these NTP issuance dates would allow for the construction of at least a portion of the project prior to the May 1, 2010 deadline for sea turtle nesting season. If more than one RAI is issued, the project will have to be delayed until the end of the 2010 sea...
turtle nesting season in November 2010.

RECOMMENDATIONS AND FUNDING

Staff recommends the approval of Work Order #5 with the stipulation that Notice to Proceed only be granted for Task 1 at this time. In the event an upland sand source is selected in the bidding process, staff will at that time provide Notice to Proceed for Tasks 2 and 3 of this Work Order. In the event an offshore source is selected, staff will at that time issue Notice to Proceed for Task 3 of this Work Order.

There is currently no state cost sharing approved for the tasks included in Work Order #5. Staff is working with the Florida Department of Environmental Protection to amend Grant Agreement O7IR2 that provides cost sharing for the Sector 3 project. It is anticipated that cost sharing will be made available on a 50% cost share basis. Local funding of beach restoration includes a portion of local option tourist tax revenue as well as allocations of the one-cent sales tax. Funding is from the Beach Restoration Fund - Sector 3 Beach Restoration - Account 128-14472-066510-05054. Funds are not currently budgeted for the services in this Work Order.

ATTACHMENT

Work Order #5

DISTRIBUTION

Finance Department
Michael Walther, CTC Inc.

APPROVED AGENDA ITEM

FOR 6/9/09
BY Joseph A. Stauf

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WORK ORDER NUMBER 5  
SECTOR 3 BEACH RESTORATION, PRE-CONSTRUCTION SERVICES

This Work Order Number 5 is entered into as of this ____ day of _____, 2009, pursuant to that certain Continuing Contract Agreement for Professional Services entered into as of December 13, 2005 ("Agreement"), by and between Indian River County, a political subdivision of the State of Florida ("COUNTY") and Coastal Technology Corporation ("CONSULTANT").

The COUNTY has selected the Consultant to perform the professional services set forth on Exhibit 1, attached to this Work Order and made part hereof by this reference. The professional services will be performed by the Consultant for the fee schedule set forth in Exhibit 2, attached to this Work Order and made a part hereof by this reference. The Consultant will perform the professional services within the timeframe more particularly set forth in Exhibit 2, attached to this Work Order and made a part hereof by this reference all in accordance with the terms and provisions set forth in the Agreement. Notice to Proceed is limited to Task 1 of this Work Order. COUNTY shall provide Notice to Proceed for Tasks 2 and/or 3 at a later date as appropriate. Pursuant to paragraph 1.4 of the Agreement, nothing contained in any Work Order shall conflict with the terms of the Agreement and the terms of the Agreement shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

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

CONSULTANT

Coastal Technology Corporation

By: ________________
   Michael P. Walther, P.E., President

BOARD OF COUNTY COMMISSIONERS  OF INDIAN RIVER COUNTY

By: ________________
   Wesley S. Davis, Chairman

Attest: J.K. Barton, Clerk of Court

By: ________________
   Deputy Clerk

APPROVED:

Joseph A. Baird, County Administrator

Approved as to form and legal sufficiency:

Marion E. Fell, Senior Asst. County Attorney
EXHIBIT 1

Sector 3 Beach and Dune Restoration Project
Bidding & Pre-Construction Phase Services

Introduction: On May 14, 2009 the Indian River County Board of County Commissioners directed County staff to:

(a) abandon the Upland Sand Source Request for Qualifications No. 2009044, and
(b) move forward with the issuance of a solicitation to allow for the construction of the Sector 3 Beach and Dune Restoration Project (Sector 3 Project) via use of the offshore sand source or an upland sand source.

Upon authorization of the work proposed under this Work Order, Work Order No. 4 (associated with the Upland Sand Source Request for Qualifications No. 2009044) shall be terminated.

The objective of this Scope of Work is to provide services:

(a) to formulate and execute a solicitation to receive bids for the Sector 3 Project construction with sand from the currently proposed offshore sand source or from an acceptable upland sand source, and
(b) to fulfill expected pre-construction permit requirement.

The following describes the work under this Scope of Work:

TASK 1 – BIDDING PHASE SERVICES
In general, COASTAL TECH will assist the COUNTY with formulation and execution of a solicitation to provide for construction of the Sector 3 Project via use of the proposed offshore sand source or via an acceptable upland sand source to be tentatively identified in concert with the work under this Task and confirmed under Task 2.

Task 1a – Ranking Criteria & Contract Award Process: In concert with the COUNTY, for inclusion in the Bid Documents, COASTAL TECH will formulate:

(a) a draft written description of the bidding and construction contract award process and the associated expected schedule (“Bid/Award Process”), and
(b) draft criteria for ranking of the bids (“Ranking Criteria”).

Bid cost is expected to be the primary basis for contract award cited in the Ranking Criteria, Bid/Award Process, and Bid Documents. Bid cost shall be the total bid cost with the unit price for sand adjusted via multiplication by the “overfill factor” per methods prescribed by the U.S. Army Corps of Engineers Shore Protection Manual (per methods of James, 1975). Based upon previous analysis by COASTAL TECH of sand samples provided by local upland sand suppliers for other local projects, COASTAL TECH will calculate the expected overfill factor of known/documented upland sand sources for comparison with the offshore sand source; COASTAL TECH will meet with COUNTY staff to review the results, the draft Bid/Award Process, and the draft Ranking Criteria. In concert with COUNTY staff, COASTAL TECH will meet individually with each member of the COUNTY’s Board of County Commissioners to review the draft Bid/Award Process, and the draft Ranking Criteria. COASTAL TECH will incorporate revisions as directed by the COUNTY.
Task 1b – Technical Specifications: COASTAL TECH will revise the Technical Specifications prepared for use of the offshore sand source under Work Order No. 3 Sector 3 Design & Permitting. Task 2b – Final Design Plans and Specifications to include:

(a) provisions to identify those that are specifically applicable to the use of the offshore sand source,

(b) provisions that are specifically applicable to the use of an upland sand source – including the requirement that any information required by FDEP (under Task 2) relative to the upland sand source shall be provided by the respective bidder – to be considered for Construction Contract award, and

(c) appropriate incorporation and revisions of the Geotechnical Standards and Geotechnical Requirements – previously prepared under Work Order No. 4.

COASTAL TECH will meet with the COUNTY to review the Technical Specifications. COASTAL TECH will incorporate revisions as directed by the COUNTY.

Task 1c – Bid Documents: The COUNTY will prepare Bid Documents to include:

(a) Bid/Award Process – prepared under Task 1a,

(b) Ranking Criteria – prepared under Task 1a,

(c) the Technical Specifications – prepared under Task 1b,

(d) standard “front-end” documents as warranted for Bid Documents and a Construction Contract as deemed appropriate by the COUNTY.

COASTAL TECH will review the Bid Documents and recommend revisions as may be deemed warranted by COASTAL TECH. COASTAL TECH will meet with the COUNTY to review the Bid Documents. The COUNTY will incorporate any recommended revisions as deemed warranted by the COUNTY.

Task 1d – Bidding Phase: Prior to receipt of bids, during the bidding phase, COASTAL TECH will:

(a) address questions from prospective bidders as directed by the COUNTY,

(b) attend a pre-bid meeting to clarify the proposed construction and address questions posed by prospective bidders, and

(c) draft addendum to the Bid Documents – as requested by the COUNTY.

Task 1e – Evaluation of Bids: Upon receipt of bids, the COUNTY will verify that each bid entails a valid bid including the COUNTY’s insurance/bond requirements for the work. For the valid bids identified by the COUNTY, COASTAL TECH will:

(a) (a) Based upon the sand samples submitted by local upland sand suppliers with their bid, COASTAL TECH will calculate the expected overfill factor of upland sand sources for comparison with the offshore sand source, review the bids and prepare a summary-ranking of the bids per the Ranking Criteria developed under Task 1a,

(b) meet with the COUNTY to review the results and confirm the recommended ranking of bids.

The following will subsequently occur:

(a) If the top ranked bid entails use of the offshore source, COASTAL TECH will make a recommendation to the COUNTY for Construction Contract award and assist the COUNTY with negotiation of a Construction Contract.

(b) If the top ranked bid entails use of an upland source, COASTAL TECH will initiate and perform services under Task 2 and subsequently assist the COUNTY with negotiation of a Construction Contract.
**TASK 2 – DESIGN & PERMITTING – UPLAND SAND SOURCE**

In general, if, under Task 1e, the top ranked bid entails use of an upland source, COASTAL TECH will formulate an alternate design employing the top ranked upland source, prepare and submit a proposed modification to the existing JCP application, and process the JCP modification request via the Florida Department of Environmental Protection (FDEP) and U.S. Army Corps of Engineers (USACE).

**Task 2a – Alternate Preliminary Design:** In general, COASTAL TECH will prepare an alternate preliminary design for the Sector 3 Project employing the upland sand source for the top ranked bid as determined under Task 1e. The alternate design shall include:

(a) revisions to design templates and initial fill volume to maintain a “No Impact” (to existing hardbottom) design,

(b) an Opinion of Probable Costs for initial construction – based upon the unit prices obtained under Task 1,

(c) assessment of the re-nourishment interval and determination of probable annual maintenance costs – based upon the unit prices obtained under Task 1, and

(d) preparation of 8 1/2” by 11” preliminary design Drawings (plan and cross-section) and the existing permit sketches to be submitted.

Upon completion of the alternate design, COASTAL TECH will prepare a Design Document Addendum and provide five (5) copies of the Design Document Addendum to the COUNTY. COASTAL TECH will meet with the COUNTY to review the above and subsequently incorporate revisions as may be required by the COUNTY.

**Task 2b – EA Modification:** COASTAL TECH will review and revise the existing Environmental Assessment (EA) to identify appropriate revisions to the EA to accommodate the upland sand source. COASTAL TECH will sub-contract with Dial-Cordy & Associates (DCA; the COUNTY’s previous EA consultant) to revise the EA to incorporate the appropriate revisions. COASTAL TECH will review the revised EA and confer with the COUNTY and DCA to finalize the EA to reflect the alternate use of the upland sand source.

**Task 2c – JCP Modification Request:** COASTAL TECH will prepare and submit a JCP modification request incorporating the Design Document Addendum and the revised EA prepared under Tasks 2a and 2b respectively. The COUNTY will provide any JCP modification fee as may be required by FDEP. COASTAL TECH will review the draft permit modification request with the COUNTY and incorporate revisions as appropriate – prior to submitting the application to FDEP and USACE.

**Task 2d – JCP Modification Processing:** Subsequent to submittal of the JCP modification request, COASTAL TECH will serve as the COUNTY’s agent for processing of the application through FDEP and the USACE. COASTAL TECH will make informal contact with FDEP and USACE staff to address staff questions regarding the JCP modification request and Project. COASTAL TECH will compile, clarify, and provide existing information as may be requested by FDEP, USACE, and state/federal commenting agencies. COASTAL TECH will represent the project before FDEP and USACE staff toward obtaining a modified JCP and to negotiate acceptable permits(s) for the Project. Any information required by FDEP relative to the upland sand source shall be provided by the respective bidder as identified in the Technical Specifications developed under Task 1b.

It is expected that the FDEP will make three (3) requests for additional information (RAI) and that three (3) meetings will be required with FDEP staff in Tallahassee to favorably conclude the JCP modification request. It is assumed that existing information (including design details/analysis) will
be sufficient to meet permit application requirements; however, FDEP may require additional surveys and studies which are beyond this scope, but may be provided by COASTAL TECH under separate authorization.

Task 2e – Alternate Final Design: Upon FDEP acceptance of the upland sand sources under Task 2d, COASTAL TECH will revise the Final Design Drawings and Contract Documents to incorporate the modified ICP and approved upland sand sources.

Task 3 – PRECONSTRUCTION SERVICES

Task 3a - Construction Contract Award: Upon award of a Construction Contract by the COUNTY, in collaboration with COUNTY staff, COASTAL TECH will:

(a) sub-contract with Morgan and Ekland, Inc. to provide a pre-construction physical monitoring survey along FDEP reference monuments R-15 to R-60 at 1000’ intervals,
(b) review the Contractor’s construction Schedule, Schedule of Submittals, and Schedule of Values,
(c) prepare and provide an exhibit summarizing COASTAL TECH’s (Engineer’s) representatives, their responsibilities, and means of communication among representatives with the Contractor and COUNTY,
(d) evaluate any substitutions as may be provided by the Contractor,
(e) assist the COUNTY with designation of its representative, and providing Mechanic’s Lien and financial information to the Contractor,
(f) Review and provide comment on Contractor’s daily reporting format to ensure that specific construction and monitoring items will be properly reported following COUNTY’S notice to proceed to Contractor.

Task 3b - Permit Compliance: As is expected to be required by the FDEP Permit, COASTAL TECH will:

(a) arrange and attend a meeting between the COUNTY, DEP, FWC and the permitted person responsible for marine turtle egg relocation [The meeting will be scheduled to be concurrent with the pre-construction meeting at least 30 days prior to the commencement of work, with at least 10 days advanced notice to FDEP and FWC],
(b) request and obtain a written notice to proceed from FDEP,
(c) at least thirty (30) days prior to the requested date of the notice to proceed, confirm the following has been submitted for review and approval by FDEP:
   • Written documentation that the FDEP approved ECL has been recorded in the County Records,
   • A Sediment Quality Control/Quality Assurance Plan
   • A detailed Physical Monitoring Plan.
(d) arrange and attend a pre-construction meeting to occur at least 7-days prior to the commencement date of construction, with a minimum of 14 days advance written notification of the pre-construction meeting to DEP Bureau of Beaches and Coastal Systems; DEP Northwest District Office; Florida Fish & Wildlife Conservation Commission, Imperiled Species management Section; the Contractor - and prepare a written summary of the meeting,
(e) verify that at least forty-eight (48) hours prior to commencement of authorized activity a written notice of commencement of construction is submitted to the Bureau of Beaches and Coastal Systems (Bureau) and appropriate FDEP District Office.
(f) verify that a complete copy of the FDEP Permit is kept at the work site and that the Contractor has reviewed the Permit.
## EXHIBIT 2

<table>
<thead>
<tr>
<th>Date</th>
<th>Site</th>
<th>Description</th>
<th>Details</th>
<th>Labor</th>
<th>Material</th>
<th>Rent</th>
<th>Insur</th>
<th>Bond</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/16/09</td>
<td>Site A</td>
<td>Site A &quot;Right-of-Way&quot; Planning, &quot;Right-of-Way&quot; Engineering</td>
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<tr>
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<td>Site A</td>
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<td>Site A</td>
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<tr>
<td>4/16/09</td>
<td>Site A</td>
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Indian River County - Sector 3 Bidding & Pre-Construction Phase Services

Dated Summary of Estimated Fees
May 29, 2009

- Indian River County
- Sector 3 Bidding & Pre-Construction Phase Services
- Detailed Summary of Estimated Fees

<table>
<thead>
<tr>
<th>Labor</th>
<th>Material</th>
<th>Rent</th>
<th>Insur</th>
<th>Bond</th>
<th>Total</th>
</tr>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Site</th>
<th>Details</th>
<th>Labor</th>
<th>Material</th>
<th>Rent</th>
<th>Insur</th>
<th>Bond</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Site A &quot;Right-of-Way&quot; Planning, &quot;Right-of-Way&quot; Engineering</td>
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<td></td>
<td>Site A &quot;Right-of-Way&quot; Planning, &quot;Right-of-Way&quot; Engineering</td>
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<td></td>
<td>Site A &quot;Right-of-Way&quot; Planning, &quot;Right-of-Way&quot; Engineering</td>
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See note 1, supra.
## Indian River County - Sector 3 Bidding & Pre-Construction Phase Services

**Detailed Summary of Estimated Fees**

**May 29, 2009**

<table>
<thead>
<tr>
<th>TABLE 2: Projects &amp; Construction Services</th>
<th>Capital Improvement Program</th>
<th>Preconstruction Phase</th>
<th>Construction Phase</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>Project Name</td>
<td>Fee</td>
<td>Est.</td>
<td>Date</td>
<td>Est.</td>
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<tr>
<td>1.00</td>
<td>Project 1</td>
<td>30</td>
<td>45</td>
<td>2009</td>
</tr>
<tr>
<td>1.01</td>
<td>Project 2</td>
<td>30</td>
<td>45</td>
<td>2009</td>
</tr>
<tr>
<td>1.02</td>
<td>Project 3</td>
<td>30</td>
<td>45</td>
<td>2009</td>
</tr>
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</table>

**Note:** Data for Table 2 assumes $30,000 per unit and varies by which feed. Feed Services total amounts shown at top is completed.

Total Estimated Fees:

| Total | $47,416 | $47,416 | $47,416 | $47,416 | $47,416 | $47,416 | $47,416 | $47,416 |

**Total:**

| Total | $47,416 | $47,416 | $47,416 | $47,416 | $47,416 | $47,416 | $47,416 | $47,416 |

---

**Table 2 Notes:**
1. Data for Table 2 assumes $30,000 per unit and varies by which feed. Feed Services total amounts shown at top is completed.
2. Total estimated fees vary daily based on materials and costs.
INDIAN RIVER COUNTY, FLORIDA
MEMORANDUM

TO: Joseph A. Baird, County Administrator

THROUGH: James W. Davis, P.E., Public Works Director

FROM: Christopher R. Mora, P.E., Assistant Public Works Director

SUBJECT: Resolution Authorizing the Florida Department of Transportation (FDOT) to Fabricate and Install "Stan Mayfield Memorial Highway" Signs on SR-60 West of I-95

DATE: June 1, 2009

DESCRIPTION AND CONDITIONS

Indian River County has received a request from the Florida Department of Transportation (FDOT) to authorize a resolution which will allow them to fabricate and install a sign on SR-60 that designates a portion of the roadway as the “Stan Mayfield Memorial Highway”. The FDOT shall erect suitable markers to designate a portion of SR-60 beginning immediately west of the Interstate 95 interchange in Indian River County and ending at SR-441 in Osceola County as the “Stan Mayfield Memorial Highway”.

RECOMMENDATIONS AND FUNDING

Staff recommends that the attached Authorizing Resolution be approved. From the Specific Appropriation 2021, $800 in nonrecurring funds from the State Transportation Trust Fund shall be used for these signs. There is no cost to Indian River County.

ATTACHMENTS

Authorizing Resolution

APPROVED AGENDA ITEM

FOR 6/9/09
BY Joseph A. Baird

<table>
<thead>
<tr>
<th>Indian River County</th>
<th>Approved</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td></td>
<td>6/14/09</td>
</tr>
<tr>
<td>Budget</td>
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<td>6/13/09</td>
</tr>
<tr>
<td>Legal</td>
<td></td>
<td>6/2/09</td>
</tr>
<tr>
<td>Risk Management</td>
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</tr>
<tr>
<td>Public Works</td>
<td></td>
<td>6/12/09</td>
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</table>
RESOLUTION NO. 2009-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, AUTHORIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION TO FABRICATE AND INSTALL SIGNS ON SR-60 DESIGNATING THE ROADWAY AS THE STAN MAYFIELD MEMORIAL HIGHWAY

WHEREAS, Stan Mayfield was elected to the Florida House of Representatives in 2000 and served in that capacity until the time of his death on September 30, 2008; and

WHEREAS, Stan’s leadership and commitment to our entire community helped facilitate communication about the importance of Indian River County issues being heard and responded to in our state government in Tallahassee; and

WHEREAS, Stan was instrumental in obtaining funds for the widening of SR-60 in the western part of Indian River County; and

WHEREAS, the State of Florida Department of Transportation desires to fabricate and erect suitable markers to designate a portion of SR-60 beginning immediately west of the Interstate 95 Interchange in Indian River County and ending at SR-441 in Osceola County as the “Stan Mayfield Memorial Highway”;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA that the Chairman is authorized to execute this resolution.

The resolution was moved for adoption by Commissioner __________________, and the motion was seconded by Commissioner __________________, and, upon being put to a vote, the vote was as follows:

Chairman Wesley S. Davis
Vice-Chairman Joseph E. Flescher
Commissioner Gary C. Wheeler
Commissioner Peter D. O’Bryan
Commissioner Bob Solari

The Chairman thereupon declared the resolution duly passed and adopted this _____ day of _____, 2009.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By: ____________________________
Wesley S. Davis, Chairman

ATTEST: Jeffrey K. Barton, Clerk
By: ____________________________
Deputy Clerk

Approved as to form and Legal sufficiency
By: ____________________________
William K. DeBraal
Deputy County Attorney
BACKGROUND AND ANALYSIS:

On January 22, 2008, the Board of County Commissioner's awarded the Vero Lake Estates Master Plan Water Main Phase II project (IRC Contract No. 2008020) to Timothy Rose Contracting, Inc. of Vero Beach, Florida in the amount of $471,450.00. The Engineers total estimated amount for construction was $1,130,000.00.

A portion of this project was constructed by Sheltra and Sons Construction, Inc. under contract with the Indian River County Road and Bridge Division. This portion included a 12” water main from 104th Avenue to 101st Avenue and was subsequently removed from the Timothy Rose Contract. Timothy Rose Contracting, Inc. has submitted two previous pay applications for a total of $318,430.80. All work on this project is now complete and a net reduction of $118,901.00 was made to the contract price.

The total net change for Change Order No. 1 is a deduction of $118,901.00. The final contract price with Change Order No. 1 is $352,549.00. Deducting the previous payments of $318,430.80 will leave the final amount due of $34,118.20 to Timothy Rose Contracting, Inc.

RECOMMENDATION:

It is Staff's recommendation that the Board of County Commissioners approve Change Order No. 1, to decrease the contract amount by $118,901.00, approve Final Pay Application in the amount of $34,118.20 and authorize the Chairman to execute the same as presented.

FUNDING:

Funding for the Final Pay Application to Timothy Rose Contracting, Inc. in the amount of $34,118.20 is budgeted and available in the Vero Lake Estates Water Main Phase II Account in the Utility Capacity Fund.

<table>
<thead>
<tr>
<th>ACCOUNT NAME</th>
<th>ACCOUNT NUMBER</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>Vero Lake Estates Water Main</td>
<td>472-169000-07531</td>
<td>$34,118.20</td>
</tr>
</tbody>
</table>
ATTACHMENT(S):

1) Change Order No. 1 - Timothy Rose Contracting  (2Pages)

2) Application for Final Payment - Timothy Rose Contracting  (3Pages)

APPROVED FOR AGENDA:

By: Joseph A. Baird, County Administrator

For: June 9, 2009

<table>
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<th>Indian River Co.</th>
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<td>6/9/09</td>
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<tr>
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<tr>
<td>Utilities</td>
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<td>5/29/09</td>
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<tr>
<td>Legal</td>
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<td>6/2/09</td>
</tr>
<tr>
<td>Budget</td>
<td>0</td>
<td>6/3/09</td>
</tr>
</tbody>
</table>
You are directed to make the following changes in the Contract Documents:

Description: **Addition and deduction to contract amount due to Owner directed changes**

Reason for change order: **Owner directed to make changes**

Attachments: (List documents supporting change), **Exhibit “A”**

### Change in Contract Price

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Price</td>
<td>$471,450.00</td>
</tr>
<tr>
<td>Net changes from previous Change Orders No. 0 to No. 0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Contract Price prior to this Change Order</td>
<td>$471,450.00</td>
</tr>
<tr>
<td>Net Increase (Decrease) in this Change Order</td>
<td>($118,901.00)</td>
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<tr>
<td>Contract Price with all approved Change Orders</td>
<td>$352,549.00</td>
</tr>
</tbody>
</table>

### Change in Contract Time

<table>
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<th>Description</th>
<th>Time</th>
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<tbody>
<tr>
<td>Original Contract Times</td>
<td></td>
</tr>
<tr>
<td>Substantial Completion</td>
<td></td>
</tr>
<tr>
<td>Ready for final payment</td>
<td></td>
</tr>
<tr>
<td>Net change from previous Change Orders No. 0 to No. 0</td>
<td></td>
</tr>
<tr>
<td>Contract Time prior to this Change Order</td>
<td></td>
</tr>
<tr>
<td>Substantial Completion</td>
<td></td>
</tr>
<tr>
<td>Ready for final payment</td>
<td></td>
</tr>
<tr>
<td>Net Increase in this Change Order</td>
<td></td>
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<tr>
<td>Contract Time with all approved Change Orders</td>
<td></td>
</tr>
<tr>
<td>Substantial Completion</td>
<td></td>
</tr>
<tr>
<td>Ready for final payment</td>
<td></td>
</tr>
</tbody>
</table>

**Recommended: Approved: Accepted:**

By: [Signature]

Owner (Authorized Signature)

Date: 10/01/2008

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America
# Vero Lake Estates

## Water Main Extension

### Phase Two

#### Change Order 1 Exhibit

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>Total Chg Cost</th>
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<td>1</td>
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<td>-1570</td>
<td>$23.00</td>
<td>$36,110.00</td>
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<td>2</td>
<td>12&quot; Directional Bore</td>
<td>LF</td>
<td>-580</td>
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<td>$47,560.00</td>
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<tr>
<td>3</td>
<td>8&quot; Directional Bore</td>
<td>LF</td>
<td>-80</td>
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<td>4</td>
<td>12&quot; Gate Valve</td>
<td>EA</td>
<td>-2</td>
<td>$2,080.00</td>
<td>$4,160.00</td>
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<tr>
<td>5</td>
<td>12&quot;x12&quot; Wet Tap w/ 12&quot; Valve</td>
<td>EA</td>
<td>-1</td>
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<td>$23,028.00</td>
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<td>$17.40</td>
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<td>10</td>
<td>Base Rock</td>
<td>Sq Yd</td>
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<td>Compacted Sub-Grade</td>
<td>Sq Yd</td>
<td>180</td>
<td>$6.50</td>
<td>$1,170.00</td>
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<tr>
<td>12</td>
<td>8&quot; Gate Valve</td>
<td>EA</td>
<td>1</td>
<td>$1,215.00</td>
<td>$1,215.00</td>
</tr>
</tbody>
</table>

**Total Change Order Costs:** $118,901.00

The reduction of some of materials is due to Indian River County Road and Bridge having contracted Sheltra & Sons to perform the installation of the water main from 104th Avenue to 101st Avenue. This reduced the amount of construction Tim Rose Construction bid on. The air release valves were deleted at the request of Indian River County Utilities. The addition of roadway materials is due to directional bores being replaced by open cuts at four intersections at the request of Indian River County Utilities. The additional 8" gate valve replaced the 12"x8" wet tap w/ gate valve.
APPLICATION FOR PAYMENT NO. 3

To: Indian River County Utilities (OWNER)
From: Timothy Rose Contracting Inc. (CONTRACTOR)
Contract: Vero Lake Estates Water Main
Project: UCP 2758

For Work accomplished through the date of: 05/18/09

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Original Contract Price: $476,450.00</td>
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<tr>
<td>2.</td>
<td>Net change by Change Orders and Written Amendments (+ or -): -$118,901.00</td>
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<tr>
<td>3.</td>
<td>Current Contract Price (1 plus 2): $357,549.00</td>
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<tr>
<td>4.</td>
<td>Total completed and stored to date $357,549.00</td>
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<tr>
<td>5.</td>
<td>Retainage (per Agreement): 0% of completed Work: $0</td>
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<tr>
<td></td>
<td>% of stored material: $0</td>
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<tr>
<td></td>
<td>Total Retainage: $0</td>
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<tr>
<td>6.</td>
<td>Total completed and stored to date less retainage (4 minus 5): $357,549.00</td>
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<tr>
<td>7.</td>
<td>Less previous Application for Payments: $318,430.80</td>
</tr>
<tr>
<td>8.</td>
<td>DUE THIS APPLICATION (6 MINUS 7): $34,118.20</td>
</tr>
</tbody>
</table>

Accompanying Documentation:

CONTRACTOR’S Certification:

The undersigned CONTRACTOR certifies that (1) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances; (2) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; and (3) the labor and materials listed on this Application for Payment have been used in the construction of this Work and payment received from the last progress payment has been used to make payments to all subcontractors, laborers, material, men and suppliers except as listed below:

Dated 05-26-09

By: [Signature]

CONTRACTOR

The undersigned CONTRACTOR certifies that (1) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances; (2) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; and (3) the labor and materials listed on this Application for Payment have been used in the construction of this Work and payment received from the last progress payment has been used to make payments to all subcontractors, laborers, material, men and suppliers except as listed below:

Dated 09-28-09

By: [Signature]

ENGINEER

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specification Institute.

00800-28

H:\Projects10741\Bidding Contract Specifications\Spec Template2007\00800\Supplementary Conditions.doc
# Payment Application

**TO:** Indian River County Utilities

**TO:** 1800-27th Street

**TO:** Vero Beach, FL 32960

**TO:** Attn:

**FROM:** Timothy Rose Contracting, Inc.

**FROM:** 390 Old Dixie Hwy SW

**FROM:** Vero Beach, FL 32962

**FCR:** IRC Utilities

**APPLICATION #**

**TO:** Vero Lake Estates Water Main

**TO:** Vero Lake Estates Water Main Trans. Ph. II

**TO:** 1800-27th Street

**TO:** Vero Beach, FL 32960

**APPLICATION #**

**ARCHITECT:**

**YEAR:**

**LOCATION:**

**DATE OF CONTRACT:** 01/24/2008

**NAME:** Timothy Rose

**ARCHITECT:**

**DATE OF CONTRACT:**

**CONTRACTOR:**

**DATE OF CONTRACT:**

**CONTRACTOR:**

<table>
<thead>
<tr>
<th>CONTRACTOR'S SUMMARY OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application is made for payment as shown below. Continuation Page is attached.</td>
</tr>
</tbody>
</table>

1. **CONTRACT AMOUNT**

   $471,450.00

2. **SUM OF ALL CHANGE ORDERS**

   ($118,901.00)

3. **CURRENT CONTRACT AMOUNT**

   (Line 1 +/- 2)

   $352,549.00

4. **TOTAL COMPLETED AND STORED**

   (Column G on Continuation Page)

   $352,549.00

5. **RETAI NAGE:**

   a. 0.00% of Completed Work

   (Column D + E on Continuation Page)

   $0.00

   b. 0.00% of Material Stored

   (Column F on Continuation Page)

   $0.00

   Total Retainage (Line 5a + 5b or Column I on Continuation Page)

   $0.00

6. **TOTAL COMPLETED AND STORED LESS RETAINAGE**

   ($118,901.00)

   (Line 4 minus Line 6 Total)

   $333,648.00

7. **LESS PREVIOUS PAYMENT APPLICATIONS**

   $318,430.80

8. **PAYMENT DUE**

   $34,118.20

9. **BALANCE TO COMPLETION**

   (Line 3 minus Line 6)

   $0.00

   **SUMMARY OF CHANGE ORDERS**

   **ADDITIONS**

   Total changes approved in previous months

   $0.00

   Total approved this month

   $0.00

   **DEDUCTIONS**

   Total approved this month

   ($118,901.00)

   **TOTALS**

   $0.00

   ($118,901.00)

   **NET CHANGES**

   ($118,901.00)

**CONTRACTOR'S SIGNATURE:**

Timothy Rose, President

Date: 5-26-09

**ENGINEER'S SIGNATURE:**

Date: 5-26-09

**ENGINEER:**

By:

Date:

Notary Public: Vickie Lee Wright

My Commission Expires: March 11, 2012

**NEITHER THIS APPLICATION nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.**
<table>
<thead>
<tr>
<th>ITEM #</th>
<th>WORK DESCRIPTION</th>
<th>SCHEDULED AMOUNT</th>
<th>AMOUNT MATERIALS COMPLETED AND STORED (D+E+F)</th>
<th>AMOUNT STORED (G)</th>
<th>TOTAL COMPLETED AND STORED (D+E+F+G)</th>
<th>% COMP. TO COMPLETION (C-G)</th>
<th>BALANCE TO COMPLETION (C-G)</th>
<th>RETAINAGE (IF VARIABLE)</th>
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<tr>
<td>1</td>
<td>Furnish &amp; Install 3300 Ln Ft 12&quot; W</td>
<td>$75,900.00</td>
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<td>2</td>
<td>Furnish &amp; Install 10000 LF 8&quot; Wat</td>
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<td>$140,000.00</td>
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<td>3</td>
<td>Furnish &amp; Install 700 LF 12&quot; Direct</td>
<td>$57,400.00</td>
<td>$12,710.00</td>
<td>$44,690.00</td>
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<td>100%</td>
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<td>4</td>
<td>Furnish &amp; Install 700 LF 8&quot; Direct</td>
<td>$32,200.00</td>
<td>$26,520.00</td>
<td>$3,680.00</td>
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<td>5</td>
<td>Furnish &amp; Install 17 Fire Hydrants,</td>
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<td>$342,080.00</td>
<td>$2,830.00</td>
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<td>Furnish &amp; Install 4-12' GV &amp; B @</td>
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<td>$5,220.00</td>
<td>$0.00</td>
<td>$5,220.00</td>
<td>100%</td>
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<tr>
<td>7</td>
<td>Furnish &amp; Install 13-8&quot; GV &amp; B @</td>
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<td>$15,795.00</td>
<td>$0.00</td>
<td>$15,795.00</td>
<td>100%</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>8</td>
<td>20x12 Wet Tap w/Tapping Valve</td>
<td>$5,200.00</td>
<td>$5,200.00</td>
<td>$0.00</td>
<td>$5,200.00</td>
<td>100%</td>
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<td>9</td>
<td>12x12 Wet Tap w/Tapping Valve</td>
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<td>$4,600.00</td>
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<td>10</td>
<td>12x8 Wet Tap w/Tapping Valve (2)</td>
<td>$6,600.00</td>
<td>$2,900.00</td>
<td>$2,900.00</td>
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<td>100%</td>
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<td>11</td>
<td>Six (6) Air Release Valves @ 3838</td>
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<td>Bacteriological Sample Points (18)</td>
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<td>Non Paved Road Restoration 600</td>
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<td>16</td>
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<tr>
<td>17</td>
<td>Sod 13,300 LF @ 1.19/LF</td>
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<td>100%</td>
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<td>18</td>
<td>Project Record Documents (As R)</td>
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<td>$6,920.00</td>
<td>100%</td>
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<td>C/O#1</td>
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<tr>
<td>21</td>
<td>Change Order # 1</td>
<td>($118,901.00)</td>
<td>$0.00</td>
<td>($118,901.00)</td>
<td>($118,901.00)</td>
<td>100%</td>
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<td><strong>TOTALS</strong></td>
<td></td>
<td>$352,549.00</td>
<td>$253,812.00</td>
<td>($1,263.00)</td>
<td>$352,549.00</td>
<td>100%</td>
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</tbody>
</table>
MEMORANDUM

TO: Board of County Commissioners
THROUGH: [Signature]
FROM: William K. DeBraal, Deputy County Attorney
DATE: May 29, 2009
SUBJECT: ACQUISITION OF RIGHT-OF-WAY ALONG 66TH AVE
GARY D. BROWN REVOCABLE TRUST

The Gary D. Brown Revocable Trust owns a 34.49 acre parcel of property on the northwest corner of 66th Avenue and 53rd Street. The Trustee, Gary Brown, is represented by Raymer Maguire of the law firm of Fixel, Maguire & Willis. The County has been negotiating with Mr. Brown for purchase of 6.333 acres of right-of-way including a parcel for a storm water treatment pond. The County needs right-of-way along both 66th Avenue and 53rd Street. Please refer to the sketch and legal description attached to the Agreement for Purchase and Sale. The breakdown of the property needed is as follows:

- 1.376 acres for a pond site – parcel 403
- 2.271 acres for right-of-way along 66th Avenue and 53rd Street also parcel 403
- 2.686 acres of TIF/Murphy reservation shown in cross hatch on the parcel sketch

The parcel is zoned A-1, Agricultural, one unit per five acres and is outside of the urban Service Boundary. It is currently unimproved. The property was purchased by the trust in January 2005 for a total price of $2,050,000 or $59,437.52 per acre.

The trustee has offered to sell the County the 6.333 acres needed for the same price as he bought it or $55,600 X 6.333 acres for a total of $352,003.60. The purchase price assigns full value to the TIF/Murphy reservation. There would be no lease back provision.
In prior agreements with Mr. Maguire's clients, the County purchased the necessary right-of-way at appraised value with the price established by a mutually agreed upon appraiser. No appraisals were obtained in this matter as the purchase price is based on a previous appraisal from the corner of 33rd Street and 66th Avenue for the Cherry Lane Cattle parcel. The County has also paid the property owner's engineering fees and an attorney's fee of 7.5% of the purchase price for bare land. In this case there were engineering costs of $7,000 and an attorney's fee of $26,400.27 based on the 7.5% of the purchase price.

At the Board meeting of May 12, 2009, the Board approved the same purchase price per acre for the Ayoub parcel. Acquisition of these parcels will provide for over 0.4 miles of right-of-way along 66th Avenue and 53rd Street and complete acquisition of 66th Avenue right-of-way between 53rd and 57th Street.

**STAFF RECOMMENDATION:** Staff recommends the Board approve the attached contract for purchase of the parcel Gary D. Brown Revocable Trust for $352,003.60 together with attorney's fees of $26,400.27 and engineering costs of $7,000.00 for a total of $385,403.87.

**FUNDING:** Funding is budgeted and available from Optional Sales Tax 66th Avenue/SR 60 to 59th Street Project account #31521441-066120-06040.

WKD

c: Raymer F. Maguire III, Esq.
AGREEMENT TO PURCHASE AND SELL REAL ESTATE
BETWEEN
GARY D. BROWN, TRUSTEE
OF THE GARY D. BROWN REVOCABLE TRUST
AND
INDIAN RIVER COUNTY

THIS AGREEMENT TO PURCHASE AND SELL REAL ESTATE ("Agreement") is made and entered into as of the __ day of __________, 2009, by and between Indian River County, a political subdivision of the State of Florida ("the County"), and Gary D. Brown, Trustee ("Seller"), who agree as follows:

WHEREAS, Gary D. Brown, Trustee owns a 34.49 ± acre parcel of property located at the corner of 53rd Street and 66th Avenue in Vero Beach, Florida. A sketch and legal description of the property is attached to this agreement as Exhibit "A" and incorporated by reference herein; and

WHEREAS, the County, is scheduled to expand 66th Avenue in the near future and the road expansion will impact and affect the Seller's property; and

WHEREAS, in order for the County to proceed with its road expansion plans, the County needs to purchase property to be used as right-of-way from landowners adjacent to 66th Avenue; and

WHEREAS, the County has contacted Seller and has offered to purchase a 6.331 acre parcel of property from Gary D. Brown, Trustee, to be used as right-of-way as depicted on Exhibit "A" (the Property); and

WHEREAS, Gary D. Brown, Trustee, is represented by Raymer F. Maguire Ill of the law firm of Fixel, Maguire & Willis, 1010 Executive Center Drive, Suite 121, Orlando, Florida; and

WHEREAS, the County is prepared to take the Property by using its power of eminent domain; and

WHEREAS, Seller and the County wish to avoid the risk, time and expense of litigation by entering into this agreement for sale and purchase of the Property;

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and premises hereinafter, the COUNTY and SELLER agree as follows:

1. Recitals. The above recitals are affirmed as being true and correct and are incorporated herein
2. **Agreement to Purchase and Sell.** The Seller hereby agrees to sell to the County, and the County hereby agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement, that certain parcel of real property located on 66th Avenue, Vero Beach, Florida and more specifically described in the sketch and legal description attached as Exhibit "A", containing approximately 6.331 acres, and all improvements thereon, together with all easements, rights and uses now or hereafter belonging thereto (collectively, the "Property").

3. **Purchase Price, Effective Date.** The purchase price ("Purchase Price") for the Property shall be established by the Cherry Lane Cattle, LLC appraisals which is mutually agreed upon by the parties. The Purchase Price shall be THREE HUNDRED AND FIFTY TWO THOUSAND, THREE AND 60/100 DOLLARS ($352,003.60) based on 6,331 acres at $55,600 per acre. The Purchase Price shall be paid on the Closing Date. The Effective Date of this Agreement shall be the date upon which the County shall have approved the execution of this Agreement, either by approval by the Indian River County Board of County Commissioners at a formal meeting of such Board or by the County Administrator pursuant to his delegated authority.

4. **Title.** Seller shall convey marketable title to the Property by warranty deed free of claims, liens, easements and encumbrances of record or known to Seller except as noted in Exhibit "A"; but subject to property taxes for the year of Closing and covenants, restrictions and public utility easements of record provided (a) there exists at Closing no violation of any of the foregoing; and (b) none of the foregoing prevents County's intended use and development of the Property ("Permitted Exceptions").

4.1 County may order an Ownership and Encumbrance Report or Title Insurance Commitment with respect to the Property. County shall within fifteen (15) days following the Effective Date of this Agreement deliver written notice to Seller of title defects. Title shall be deemed acceptable to County if (a) County fails to deliver notice of defects within the time specified, or (b) County delivers notice and Seller cures the defects within thirty (30) days from receipt of notice from County of title defects ("Curative Period"). Seller shall use best efforts to cure the defects within the Curative Period and if the title defects are not cured within the Curative Period, County shall have thirty (30) days from the end of the Curative Period to elect, by written notice to Seller, to: (i) to terminate this Agreement, whereupon shall be of no further force and effect, or (ii) extend the Curative Period for up to an additional 90 days; or (iii) accept title subject to existing defects and proceed to closing.

5. **Representations of the Seller.**

5.1 Seller is indefeasibly seized of marketable, fee simple title to the Property, and is the sole owner of and has good right, title, and authority to convey and transfer the Property which is the subject matter of this Agreement, free and clear of all liens and encumbrances.
5.2 From and after the Effective Date of this Agreement, Seller shall take no action which would impair or otherwise affect title to any portion of the Property, and shall record no documents in the Public Records which would affect title to the Property, without the prior written consent of the County.

5.3 There are no existing or pending special assessments affecting the Property, which are or may be assessed by any governmental authority, water or sewer authority, school district, drainage district or any other special taxing district.

6. **Default.**

6.1 In the event the County shall fail to perform any of its obligations hereunder, the Seller shall, at its sole option, be entitled to: (i) terminate this Agreement by written notice delivered to the County at or prior to the Closing Date and thereupon neither the Seller nor any other person or party shall have any claim for specific performance, damages, or otherwise against the County; or (ii) waive the County's default and proceed to Closing.

6.2 In the event the Seller shall fail to perform any of its obligations hereunder, the County shall, at its sole option, be entitled to: (i) terminate this Agreement by written notice delivered to the Seller at or prior to the Closing Date and thereupon neither the County nor any other person or party shall have any claim for specific performance, damages or otherwise against the Seller; or (ii) obtain specific performance of the terms and conditions hereof; or (iii) waive the Seller's default and proceed to Closing.

7. **Closing.**

7.1 The closing of the transaction contemplated herein ("Closing" and "Closing Date") shall take place within 45 days following the receipt of the Appraiser's Final Report. The parties agree that the Closing shall be as follows:

The Seller shall execute and deliver to the County a warranty deed conveying marketable title to the Property, free and clear of all liens and encumbrances and in the condition required by paragraph 4.

(b) The Seller shall have removed all of its personal property and equipment from the Property and Seller shall deliver possession of the Property to County vacant and in the same or better condition that existed at the Effective Date hereof.

(c) If Seller is obligated to discharge any encumbrances at or prior to Closing and fails to do so, County may use a portion of Purchase Price funds to satisfy the encumbrances.

(d) If the Seller is a non-resident alien or foreign entity, Seller shall deliver to the County an affidavit, in a form acceptable to the County, certifying that the Seller and any
interest holders are not subject to tax under the Foreign Investment and Real Property Tax Act of 1980.

(e) The Seller and the County shall each deliver to the other such other documents or instruments as may reasonably be required to Close this transaction.

(f) From the $352,003.60 purchase price, the closing agent shall pay $7,040.07 to Paul Himmelrich and Co., 710 East Hillsboro Boulevard, Deerfield Beach, Florida 33441 and pay the balance of $344,963.53 of the purchase price ($352,003.60 – $7,040.07 = $344,963.53) to Seller.

8. Taxes. All taxes and special assessments which are a lien upon the property on or prior to the Closing Date (except current taxes which are not yet due and payable) shall be paid by the Seller.

9. Closing Costs; Expenses. County shall be responsible for preparation of all Closing documents.

9.1 County shall pay the following expenses at Closing:

9.1.1 The cost of recording the warranty deed and any release or satisfaction obtained by Seller pursuant to this Agreement.

9.1.2 Documentary Stamps required to be affixed to the warranty deed.

9.1.3 All costs and premiums for the owner's marketability title insurance commitment and policy, if any.

9.1.4 Engineering costs incurred by Seller of $7,000. The costs shall be paid directly to the engineering firm.

9.1.5 Attorney's fees and costs of $26,400.27 which represents 7.5% of the purchase price.

9.2 Seller shall pay the following expenses at or prior to Closing:

9.2.1 All costs necessary to cure title defect(s) or encumbrances, other than the Permitted Exceptions, and to satisfy or release of record all existing mortgages, liens or encumbrances upon the Property.

10. Miscellaneous.

10.1 Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue shall be in Indian River County for all state court matters, and in the Southern District of Florida for all federal court matters.
10.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to this transaction and supersedes all prior agreements, written or oral, between the Seller and the County relating to the subject matter hereof. Any modification or amendment to this Agreement shall be effective only if in writing and executed by each of the parties.

10.3 **Assignment and Binding Effect.** Neither County nor Seller may assign its rights and obligations under this Agreement without the prior written consent of the other party. The terms hereof shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

10.4 **Notices.** Any notice shall be deemed duly served if personally served or if mailed by certified mail, return receipt requested, or if sent via "overnight" courier service or facsimile transmission, as follows:

If to Seller:
Gary D. Brown, Trustee
Gary D. Brown Revocable Trust
c/o Paul Himmelrich and Co.
710 East Hillsboro Boulevard
Deerfield Beach, Florida 33441

If to Seller's Attorney:
Raymer F. Maguire III
Fixel, Maguire & Willis
1010 Executive Center Drive
Suite 121
Orlando, Florida 32803

If to County:
Indian River County
1801 27th Street
Vero Beach, Florida 32960
Attn: Land Acquisition/Pamela Stewart

Either party may change the information above by giving written notice of such change as provided in this paragraph.

10.5 **Survival and Benefit.** Except as otherwise expressly provided herein, each agreement, representation or warranty made in this Agreement by or on behalf of either party, or in any instruments delivered pursuant hereto or in connection herewith, shall survive the Closing Date and the consummation of the transaction provided for herein. The covenants, agreements and undertakings of each of the parties hereto are made solely for the benefit of, and may be relied on only by the other party hereto, its successors and assigns, and are not made for the benefit of, nor may they be relied upon, by any other person whatsoever.

10.6 **Attorney's Fees and Costs.** In any claim or controversy arising out of or relating to this Agreement, each party shall bear its own attorney's fees, costs, and expenses.
10.7 **Counterparts.** This Agreement may be executed in two or more counterparts, each one of which shall constitute an original.

10.8 **County Approval Required:** This Agreement is subject to approval by the Indian River County as set forth in paragraph 2.

10.9 **Beneficial Interest Disclosure:** In the event Seller is a partnership, limited partnership, corporation, trust, or any form of representative capacity whatsoever for others, Seller shall provide a fully completed, executed, and sworn beneficial interest disclosure statement in the form attached to this Agreement as an exhibit that complies with all of the provisions of Florida Statutes Section 286.23 prior to approval of this Agreement by the County. However, pursuant to Florida Statutes Section 286.23 (3) (a), the beneficial interest in any entity registered with the Federal Securities and Exchange Commission, or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public, is exempt from disclosure; and where the Seller is a non-public entity, that Seller is not required to disclose persons or entities holding less than five (5%) percent of the beneficial interest in Seller.

11. **Wye River Farms, Inc.** This Agreement is based on Indian River County’s project specifications attached hereto as composite Exhibit “B” and as said plans relate to Parcels No. 119 and the remainder being implemented by County. Accordingly, if the project is not so implemented, Sellers shall have the same remedies as would have been afforded to them had the case been resolved by verdict with said plans and specifications having been made a part of the record at trial. *Central & Southern Florida Flood Control District v. Wye River Farms, Inc.*, 297 So.2d 323 (Fla. 4th DCA 1974); cert. denied 310 So.2d 745 (Fla. 1975). This provision shall survive the closing.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

**SELLER:**

By: [Signature]

Gary D. Brown, Trustee

Date Signed: 3/23/09

**INDIAN RIVER COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS**

By: [Signature]

Wesley S. Davis, Chairman

Date Signed: __________________

Approved as to form and legal sufficiency:

[Signature]

William K. DeBreal

Deputy County Attorney

Attest: J. K. Barton, Clerk

By: [Signature]

Deputy Clerk

Date Signed: __________________
LEGAL DESCRIPTION: PARCEL 403

That portion of land being the west 324.73 feet of the east 450.73 feet of the south 184.51 feet of the north 284.51 of Tract 18, Indian River Farms Co. Plat of Lands, according to the plat thereof, as recorded in Plat Book 2, Page 25, Public Records, St. Lucie County, Florida all said lands lying within Section 18, Township 32 South, Range 39 East, Indian River County, Florida.

Containing 1.376 acres, more or less

Said parcel of land lying within those lands as described in Official Records Book 1828, Page 1134, Public Records, Indian River County, Florida.

All said lands lying within Section 18, Township 32 South, Range 39 East, Indian River County, Florida.

CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND ATTACHED SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE SURVEYING STANDARDS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS LEGAL DESCRIPTION AND SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

SIGNED:

PERRY C. WHITE

PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. 4213, STATE OF FLORIDA

DATE: 04/04/07
LEGAL DESCRIPTION: PARCEL 104

A PARCEL OF LAND BEING WEST 46.00 FEET OF THE EAST 126.00 FEET OF THE NORTH 599.49 FEET OF TRACT 16, INDIAN RIVER FARMS CO. PLAT OF LANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS, SAINT LUCIE COUNTY, FLORIDA.

TOGETHER WITH:

THE NORTH 50.00 FEET OF THE SOUTH 80.00 FEET LESS THE EAST 286.85 FEET OF SAID TRACT 16.

TOGETHER WITH:

BEGIN AT A POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 599.49 FEET OF SAID TRACT 16 AND THE WEST LINE OF THE EAST 126.00 FEET OF SAID TRACT 16; THENCE SOUTH 89°28'48" EAST, ALONG SAID SOUTH LINE OF THE NORTH 599.49 FEET OF TRACT 16, A DISTANCE OF 46.00 FEET; THENCE SOUTH 0°12'25" WEST, ALONG SAID WEST LINE OF THE EAST 126.00 FEET OF SAID TRACT 16, A DISTANCE OF 529.76 FEET; THENCE NORTH 89°56'06" WEST, ALONG THE NORTH LINE OF THE SOUTH 100 FEET OF SAID TRACT 16, A DISTANCE OF 94.23 FEET; THENCE NORTH 44°29'58" EAST, A DISTANCE OF 28.00 FEET; THENCE NORTH 01°03'.58" WEST, A DISTANCE OF 510.23 FEET TO THE POINT OF BEGINNING.

ALL SAID LANDS LYING WITHIN SECTION 1B, TOWNSHIP 32 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA.

CONTAINING 2.271 ACRES, MORE OR LESS

SAID PARCEL OF LAND LYING WITHIN THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1828, PAGE 1134, PUBLIC RECORDS, INDIAN RIVER COUNTY, FLORIDA.

LANDS SHOWN HEREON ARE ENCUMBERED BY A TIF RESERVATION RECORDED IN DEED BOOK 35, PAGE 434, SAID PUBLIC RECORDS, SAINT LUCIE COUNTY, FLORIDA, WHICH CONTAINS 2.686 ACRES, MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND ATTACHED SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE SURVEYING STANDARDS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PURSUANT TO SECTION 472,027, FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS LEGAL DESCRIPTION AND SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

PERRY J. WHITE
PROFESSIONAL LAND SURVEYOR AND MAPPER
LICENSE NO. 4213, STATE OF FLORIDA
DATE: 03/29/07
MATCH LINE "A" - SEE SHEET 2 OF 6

MATCH LINE "B" - SEE SHEET 4 OF 6
SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

MATCH LINE "B" - SEE SHEET 3 OF 6

TRACT 16, IRFC
P.B. 2, PG. 25
53rd STREET & 66th AVENUE
VERO BEACH, FL., 32967
P.I.D.-3239180001010000001.0
O.R.B. 1828, PG. 1134

POT Stu. 500+00.00
50' ADDITIONAL RIGHT-OF-WAY

MATCH LINE "C" - SEE SHEET 4 OF 6

SOUTH LINE OF SECTION 18-32-39

OWNER:
GARY D. BROWN (TRUSTEE)
C/O PAUL HINNEMICH & CO.

LEGEND:
SEE SHEET 3 OF 6

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SKETCH TO ACCOMPANY DESCRIPTION.
THIS IS NOT A SURVEY!

LEGEND:
D.B. - DEED BOOK
P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
P.B. - PLAT BOOK
PG. - PAGE
POT - POINT OF TANGENCY
S.L.C.R. - ST. LUCE COUNTY RECORDS
STA - STATION
T - TOTAL
TIF - TRUSTEES OF THE INTERNAL IMPROVEMENT FUND

ENCUMBERED BY TIF RESERVATION:

TRACT 16, IRFC
P.B. 2, PG. 25
53rd STREET & 56th AVENUE
VERO BEACH, FL, 32967
PID-32391800001016000001.0
O.R.B. 1828, PG. 1134

TRACT 15, IRFC
P.B. 2, PG. 25
WEST LINE OF TRACT 16

STA: 312+82.47
OFFSET: 1233.22 L
N00°23'33"E 50.00'

STA: 312+32.49
OFFSET: 1234.49 L
N89°56'06"E 997.75' (T)

60' SUB-LATERAL "A-9" CANAL
INDIAN RIVER FARMS CO. PLAT OF LANDS
P.B. 2, PG. 25, S.L.C.R.

OWNER:
GARY D. BROWN (TRUSTEE)
c/o PAUL HIMMELRICH & CO.

SCALE 1" = 60'

PROJECT MANAGER
MANAGEMENT REVIEW

ARCADIS U.S.A., Inc.

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Item not reproduced due to voluminous nature but is on file with BCC Office

EXHIBIT "B"
INDIAN RIVER COUNTY
BOARD OF COUNTY COMMISSIONERS

INTER-OFFICE MEMORANDUM

To: Members of the Board of County Commissioners
Date: June 1, 2009

Subject: County Administrator Joe Baird, the DUI and the process going forward.

From: Bob Solari, District 5 Commissioner

I have requested that the County Attorney get together with Human Resources and whoever else he deems appropriate to put together a presentation for the Commission to be given at the June 9th meeting to discuss a process going forward which addresses the rights and duties of both the County Administrator and the County regarding the County Administrator’s recent DUI arrest.

Most probably each Commissioner has a number of questions related to this matter. It might be helpful to pass them to the County Attorney as soon as possible so that he might have time to formulate a response in time for the meeting on the 9th.