DEED OF EASEMENT AND BILL OF SALE OF UTILITY FACILITIES TO INDIAN RIVER COUNTY, FLORIDA

This Deed of Easement and Bill of Sale, made this 27th day of November , 1985, by Vero Grove Development Corporation 500 N.W. 165th Street Road, Miami, Florida 33169 (address), Grantor, to Indian River County, a political subdivision under the State of Florida, 1840 - 25th Street, Vero Beach, Florida 32960.

WITNESSETH: That for and in consideration of the value received, the receipt of which is hereby acknowledged, the said Grantor grants to the said Grantee a permanent and perpetual easement and right-of-way on, over, under, and across the real property hereinafter described for the purpose of installing, replacing, repairing, and maintaining the hereinafter described public utility, and further sells, assigns or conveys title to all utility facilities now installed by or on behalf of Grantor as follows:

(HERE DESCRIBE REAL PROPERTY)

See Attachment A

(HERE DESCRIBE UTILITY FACILITIES)

The interior water distribution system of the Grove Isle condominium development. See Attachment B.

BOC. ST. = AMT. S 50¢
FREDA WRIGHT, Clerk of Circuit Court
Indian River County - by Dance
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Grantor hereby warrants to the Grantee that the Grantor has free and unencumbered title to the above-described real estate and facilities conveyed hereby, that all persons or entities which have supplied labor or materials with respect to these facilities have been paid in full, that none of them has any claim whatsoever with respect thereto, and that the Grantor has full authority to make this conveyance and will warrant and defend the granting and sale of said property and utility facilities hereby made unto Grantee, against the lawful claims and demands of all persons whomsoever.

Grantor hereby further warrants that, should the above described utility facilities fail or otherwise become defective during a period of one year from the date of acceptance of same by Grantee, due to defective materials or workmanship, Grantee shall upon each occasion be responsible in all respects for such failure or defect and shall correct same at Grantor's sole cost and without expense to Grantee upon reasonable notice by Grantee. Grantor shall be solely liable and shall save Grantee harmless from any direct or consequential damage attributable to such failure or defect. Grantor hereby also assigns all its right, title and interest in and to manufacturer's or supplier's warranties with respect to the described facilities.

RETURN TO—
COUNTY ATTORNEY'S OFFICE
INDIAN RIVER COUNTY
1840 25th Street
Vero Beach, Florida 32960

IN WITNESS WHEREOF, the Grantor has signed these presents on the date first above written.

Signed, sealed and delivered in the presence of:

Witness Technology

Selvah L. Coleman

Grantor

Gorgo Worth-Buque

Senior Executive, Vice President Vero Grove Development Corporation

Grantor

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared <u>Orac Dorto-Duque</u>, to me known to be the person(s) described in and who executed the foregoing instrument and <u>he</u> acknowledged before me that <u>he</u> executed same.

WITNESS my hand and official seal in the State and County last aforesaid this Amade of November, 1985.

(NOTARIAL SEAL)

Notary Public State of Florida at Large.

My Commission Expires:

Notary Public, State of Florida At Lerge. My Commission Expires June 18, 1988. Bonded Through Lawyers Surety

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Approved for Utility matters:

Ronald R. Brooks, Environmental Engineer Div. of Utility Services

ATTACHMENT A

CROVE ISLE AT VERO BEACH, CONDOMINIUM

Roadway Parcel

Legal Description

This portion of the herein described Roadway Parcel is 120.00 feet wide, the limits of which lie 60.00 feet each side of the following described centerline:

COMMENCING at a point (P.O.C.) being the Southeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 33 South, Range 40 East, run thence along a calculated reference line, North 72°59'11" West, a distance of 1845.79 feet, to the POINT OF BEGINNING (P.O.B.); thence run North 71°18'19" East, a distance of 260.00 feet, to the end of this portion of the herein described centerline; thence continue North 71°18'19" East, a distance of 30.00 feet, to a point herin referred to as Point "A".

The following portion of the herein described Roadway Parcel is 60.00 feet wide, the limits of which lie 30.00 feet each side of the following described centerline:

BEGINNING at the aforementioned "Point A"; thence run North 18°41'41" West, a distance of 290.95 feet, to a Point of Curvature of a curve concave to the Northeast having a radius of 125.00 feet; thence run Northwesterly along said curve through a central angle of 16°41'41", an arc distance of 36.42 feet, to a Point of Tangency; thence run North 02°00'00" West, a distance of 231.21 feet to a point herein referred to as "Point B"; thence return to "Point A" and run South 18°41'41" East, a distance of 230.32 feet to a Point of Curvature of a curve concave to the Northeast, having a fadius of 125.00 feet; thence run Southeasterly along said curve through a central angle of 69°46'14", an arc distance of 152.22 feet, to a Point of Tangency; thence run South 88°27'56" East, a distance of 406.18 feet, to a Point of Curvature of a curve concave to the Northwest, having a radius of 125.00 feet; thence run Southeasterly, East and Northeasterly along said curve through a central angle of 59°56'09", an arc distance of 130.76 feet, to a Point of Tangency; thence run North 31°35'55" East, a distance of 197.92 feet to a point herein referred to as "Point C"; thence continue North 31°35'55" East, a distance of 605.02 feet to a point herein referred to as "Point D"; thence continue North 31°35'55" East, a distance of 18.48 feet, to a Point of Curvature of a curve concave to the Southeast, having a radius of 125.00 feet; thence run Northeasterly, Eist and Southeasterly along said curve through a central angle of 60°00'00", an arc distance of 130.90 feet, to a Point of Tangency; thence run South 88°24'05" East, a distance of 126.06 feet, to a Point of Curvature of a curve concave to the Southwest, having a radius of 125.00 feet; thence run Southeasterly along said curve through a central angle of 45°00'00", an arc distance of 98.18 feet, to a Point of Tangency; thence run South 43°24'05" East, a distance of 134.03 feet, to a Point of Curvature of a curve concave to the Southwest, having a radius of 125.00 feet; thence run Southeasterly, South and Southwesterly along said curve through a central angle of 45°00'00", an arc distance of 98.18 feet to a Point of Tangency; thence run South 01°35'55" West, a distance of 448.47 feet, to a Point of Curvature of a curve concave to the Northwest, having a radius of 125.00 feet; thence run Southwesterly along said curve through a central angle of $47^{\circ}18'45"$, an arc distance of 103.22 feet, to a Point of Tangency; thence run South 48°54'40" West, a distance of 62.28 feet, to a Point of Curvature of a curve concave to the Northwest,

continued...

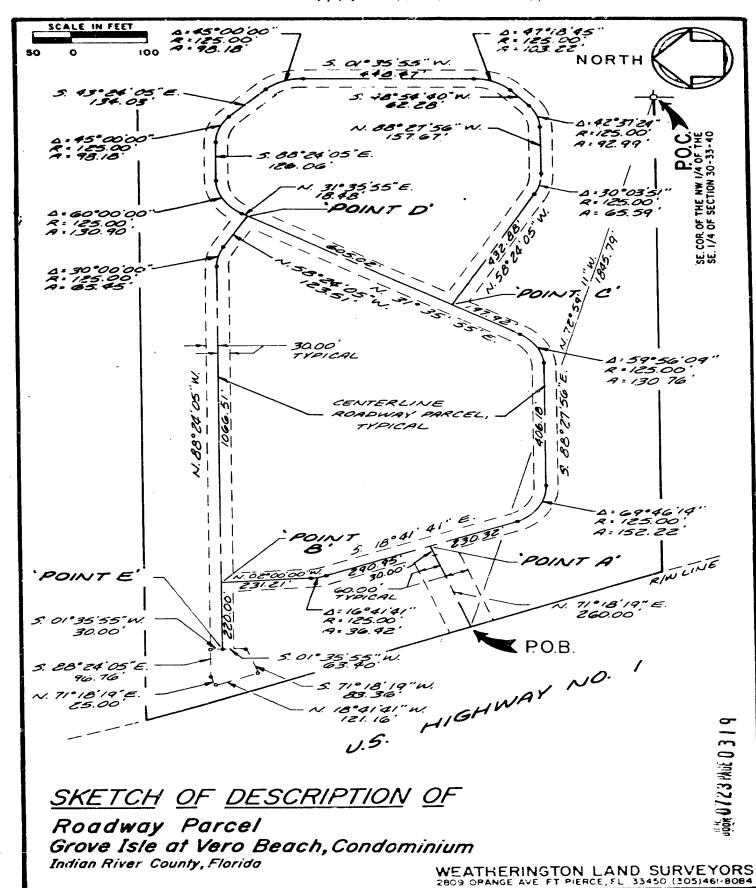
Page Two
GROVE ISLE AT VERO BEACH, CONDOMINIUM
Roadway Parcel
continued

having a radius of 125.00 feet; thence run Southwesterly, West and Northwesterly along said curve through a central angle of 42°37'24", an arc distance of 92.99 feet, to a Point of Tangency; thence run North 86°27'56" West, a distance of 157.67 feet, to a Point of Curvature of a curve concave to the Northeast having a radius of 125.00 feet; thence run Northwesterly along said curve through a central angle of 30°03'51", an arc distance of 65.59 feet, to the Point of Tangency; thence run North 58°24'05" West, a distance of 432.88 feet to the aforementioned "Point C"; thence return to "Point D" and run North 58°24'05" West, a distance of 123.51 feet, to a Point of Curvature of a curve concave to the Southwest, having a radius of 125.00 feet; thence run Northwesterly along said curve through a central angle of 30°00'00", an arc distance of 65.45 feet, to a Point of Tangency; thence run North 88°24'05" West, a distance of 1066.51 feet to the aforementioned "Point B"; thence continue North 88°24'05" West, a distance of 220.00 feet to a point herein referred to as "Point E" and the end of this described centerline.

The following portion of the herein described Roadway Parcel is irregular in shape, the limits of which are described as follows:

BEGINNING at the aforementioned "Point E"; thence run South 01°35'55" West, a distance of 63.40 feet; thence run South 71°18'19" West, a distance of 83.36 feet; thence run North 18°41'41" West, a distance of 121.16 feet; thence run North 71°18'19" East, a distance of 25.00 feet; thence run South 88°24'05" East, a distance of 96.76 feet; thence run South 01°35'55" West, a distance of 30.00 feet to the aforementioned "Point E" and the end of this portion of the Roadway Parcel description.

The limits of the herein described Roadway Parcel are to be the side lines or intersections thereof based upon the described widths of said parcels.



CROVE ISLE ONSITE WATER DISTRIBUTION SYSTEM

ITEN NO.	DESCRIPTION	QUANTITY	UNIT	MATERIAL COST	LABOR
	(ATSAS MOTHIBIDITATION CASTED)			,	
3	TIB WAIEN DISINIBULION		3	8.136.75	6,423,25
3.01	8" P.V.C. WATER MAIN	1,113			
3.02	6" P.V.C. WATER MAIN	575	L.F.	2,242.50	1,494.50
3.03	6" D.I.P. WATER MAIN	36	L.F.	360.00	360.00
3.04	3" P.V.C. WATER MAIN	35	M.	35.00	70.00
3.05	2" POLYBUTYLENE SERVICE W/METER BOX	σ.	EA.	1,600.00	1,870.00
3.06	1" POLYBUTYLENE SERVICE INCLUDING BACKFLOW PREVENTOR & HETER BOX	7	K.	400.00	350.00
3.07	3" P.V.C. CONDUIT	850	L.F.	850.00	1,700.00
3.08	8" CATE VALVE AND BOX	ĸ	EA.	1,200.00	1,160.00
3.09	6" GATE VALVE AND BOX	7	ZA.	500.00	00.009
01.10	2" BLOGOFF	C	K.	165.00	. 285.00
3.11	FIRE HYDRANT ASSEMBLY	m	EV.	2,613.00	1,587.00
3.12	POLIETHYLENE ENCASEMENT		.	•	
		TOTAL		18,102.25	15,899.75
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TOTAL: MATERIALS & LABOR - \$18,120.25 + \$15,899.75

\$34,002.00

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