

Melbourne-Tillman Water Control District



Board Agenda

Melbourne-Tillman Water Control District

SPECIAL MEETING OF THE BOARD OF DIRECTORS
TUESDAY, FEBRUARY 3, 2026



Call to Order Philip, President

Pledge of Allegiance Philip, President

Roll Call Lisa Blackett

Board Members:

Joseph Hale, Vice President (Palm Bay September 30, 2028)

Brant Hoffman (Brevard County September 30, 2028)

Don Jordan, (Palm Bay September 30, 2026)

Scott Morgan, (West Melbourne September 30, 2027)

Drew Powshok (Brevard County September 30, 2028)

Philip Weinberg (City of Palm Bay September 30, 2027)

Jay Woltering (Brevard County September 30, 2028)

District Attorney: Jim Beadle

Secretary/Treasurer: Lisa Blackett

District Manager: Rick Nipper

Recognition of Support Staff

Mike McCabe, District Engineer

Bo Rainbolt, Assistant Manager/ Operations

Public Comments

Discuss/Take Action

Consideration of a Resolution to authorize the exchange of the north approximately 423.9 +/- feet of Canal C-85 (as legally described in the resolution) for the grantee of that property conveying an easement to MTWCD over the same property; relocating the current physical structure of the remaining 896 +/- feet of Canal C-85 to its legal right of way and installing

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a pipe in the north 423.9 +/- feet within the current legal right-of-way of Canal C-85 to the specifications set forth in the Resolution. (Attachment 1)

Closing

- Meeting Schedule – The next Board Meeting is scheduled for Tuesday February 23, 2026 at 9:00 am in the City of West Melbourne Council Chambers.
- Board Member Reports
 - Joe Hale*
 - Brant Hoffman*
 - Don Jordan*
 - Scott Morgan*
 - Drew Powshok*
 - Jay Woltering*
 - Phil Weinberg*
- Adjourn

Pursuant to Section 286-0105, FSS, if an individual decides to appeal any decision made by the Melbourne-Tillman Water Control District Board of Directors with respect to any matter considered at this meeting, a verbatim transcript of the proceedings may be required and the individual will need to ensure that a verbatim transcript of the proceedings is made,

In accordance with the Americans with Disabilities Act and Section 286.26, FSS, persons needing special accommodations for this meeting shall within reasonable time, prior to this meeting, contact the Office of the Secretary to the Board of Directors, (321)-723-7233.

Attachment

1

RESOLUTION 2026-01

A RESOLUTION OF THE MELBOURNE-TILLMAN WATER CONTROL DISTRICT, BREYARD COUNTY, FLORIDA, (MTWCD) ADDRESSING MATTERS RELATED TO THE PHYSICAL LOCATION OF CANAL C-85 (C-5) AND RECOGNIZING IT WAS CONSTRUCTED OUTSIDE LEGAL BOUNDARIES OF THE C-85 RIGHT-OF-WAY; MAKING FINDINGS; ENTERING AGREEMENT RELINQUISHING OWNERSHIP OF A PORTION OF THE C-85 RIGHT-OF-WAY IN CONSIDERATION OF THE RELOCATION OF THE PHYSICAL CANAL TO ITS LEGAL , RIGHT-OF-WAY BOUNDARIES, ACCEPTANCE OF AN EASEMENT BACK FOR THE CONVEYED PORTION OF RIGHT-OF-WAY, AND OTHER CONSIDERATION OUTLINED IN THIS RESOLUTION; AUTHORIZING THE EXECUTION OF A DEED INF AVOR OF RESIBUILT HOMES, LLC, AND OTHER DOCUMENTS TO IMPLEMENT THE TRANSACTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, MTWCD is a special act special district located in South Brevard County, Florida, operating various water control canals within its boundaries; and

WHEREAS, MTWCD recently learned that the physical canal structure associated with its Canal C-85 ("C-85") right-of -way is located outside its legal right-of-way boundaries; and

WHEREAS, MTWCD engaged in various communications with the owner of the property adjoining either side of C-85, Fulcher DLG, LLC (Fulcher), regarding how to address the situation; and

WHEREAS, the C-85 right-of-way bisects the two parcels of land owned by Fulcher in the City of West Melbourne approximating 16.88 +/- acres, *i.e.*, Parcel ID No. 28-36-03-758 (Parcel 1) and Parcel ID No. 28-36-02-00-505 (Parcel 2) ("the property"); and

WHEREAS, the method agreed to by MTWCD and Fulcher was to delay a decision on addressing the matter, as Fulcher was actively marketing the property for sale; and

WHEREAS, Fulcher is currently under contract to sell the property to ResiBuilt Homes, LLC (ResiBuilt) for the development of a 150-unit townhome community, and ResiBuilt has proposed a method to address the improper location of C-85 while addressing its desires to develop the Fulcher property; and

WHEREAS, ResiBuilt has prepared initial plans for the development of the property which reflects the physical location of C-85 is along the west side of Parcel 2 and bisects Parcels 1 and 2 (as shown on the Survey attached hereto as Exhibit "A"), which location affects the ability to develop the two Parcels as a unified development; and

WHEREAS, the portion of C-85 depicted legally described in Exhibit "A" is the northern terminus of that canal and does not impact any portion of the MTWCD's drainage master plan other than the properties on either side of the northern terminus that Fulcher is under contract to sell to ResiBuilt, as well as an approximate 4.4 acre watershed to the north and east of C-85 that is piped to C-85, as depicted in Exhibit "B" attached hereto; and

WHEREAS, ResiBuilt has requested that MTWCD deed the approximately 0.68+/- acres of the northern terminus of the C-85 right-of way area to allow the joinder of Parcels 1 and 2 of the property depicted in Exhibit "A" to provide for unrestricted access to and between the Parcels; and

WHEREAS, ResiBuilt agrees to provide and install within the property described in Exhibit "A", subject to permitting requirements of MTWCD, at no cost to MTWCD, 424+/- feet of 60-inch pipe which will be installed in such a fashion to allow the watershed depicted in Exhibit "B" to continue to flow uninterrupted into and through that pipe into the portion of C-85 being retained by MTWCD; and

WHEREAS, ResiBuilt agrees to provide and execute an access and maintenance easement to MTWCD over and for the same 0.68+/- acres MTWCD agrees to convey to ResiBuilt; and

WHEREAS, ResiBuilt further agrees to relocate and reconstruct approximately 896+/- linear feet of the C-85 canal south of the portion of C-85 being conveyed to ResiBuilt to MTWCD specifications, which shall be located within the legal right-of way of MTWCD, at the sole cost or ResiBuilt; and

WHEREAS, MTWCD finds that the value of the canal piping within what is the current C-85 right-of-way, the reconstruction of the physical canal to its correct location within the C-85 right-of-way, and the easement to be executed back in favor of MTWCD meets or exceeds the value of the 0.68 acre portion of the existing canal right-of-way to be conveyed to ResiBuilt; and

WHEREAS, in further consideration of the conveyance by MTWCD to ResiBuilt Homes as provided herein, ResiBuilt agrees to include in any declaration and other governing documents for the development of the property depicted in Exhibit "A" and the property to be conveyed a provision to be approved by MTWCD allowing MTWCD to specially assess or otherwise be reimbursed by ResiBuilt, its successors in title and approved assigns in the event such person(s) fail to adequately maintain, repair and replace the 60 inch pipe and other improvements made to the conveyed property referenced herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Melbourne-Tillman Water Control District, as follows:

1. The foregoing recitations are true and correct, and by this reference, are incorporated herein.
2. Based upon the foregoing recitations, the Board of Directors determines the conveyance of the northernmost portion of C-85, as described in Exhibit "A", is in the best interest of MTWCD and is supported by adequate consideration, subject to execution of the easement and

agreement to provide the relocation of the portion of C-85 south of the property described in Exhibit "A", as well as inclusion of a provision in the governing documents of the development proposed by ResiBuilt to allow MTWCD to specially assess or otherwise reimburse. MTWCD by the then owner(s) of Parcels 1 and 2 depicted in Exhibit "A" for maintenance, repair and replacement of the 60 inch pipe to be located within the conveyed property described in Exhibit "A".

3. ResiBuilt shall be required to comply with all permitting requirements of MTWCD for installation of the 60 inch pipe described above, specifically including its obligation to allow the conveyance of stormwater from the watershed depicted in Exhibit "B" into and through that pipe to the portion of C-85 being retained by MTWCD.,.

4. The form of the deed, easement and agreement to be executed by the parties, as well as the provision to be included in the governing documents, are attached hereto as Exhibits "C" through "F".

This Resolution was duly adopted by the Board of Directors at its special meeting at West Melbourne, Florida on this 3rd day of February 2026, and is effective on its adoption.

PHIL WEINBERG, President
Board of Directors
Melbourne-Tillman Water Control District

LISA BLACKETT, Secretary/Treasurer
Melbourne-Tillman Water Control District

LEGAL DESCRIPTION

EXHIBIT " ____ "

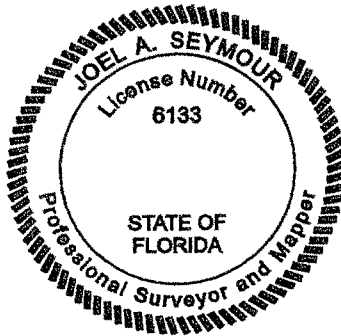
SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (PREPARED BY SURVEYOR)

A portion of Melbourne Tillman Drainage District Canal No. 85, lying in Lot 1, Section 3, Township 28 South, Range 36 East, and Lot 8, Section 2, Township 28 South, Range 36 East, Florida Indian River Land Company Subdivision, recorded in Plat Book 2, Page 80 of the Public Records of Brevard County, Florida and being more particularly described as follows: Commence at the Southeast corner of said Section 3, also being the Southwest corner of said Section 2 and run N 00°09'45" W along the East line of said Section 3 and the West line of said Section 2, a distance of 896.43 feet to the Point of Beginning of the herein described parcel; thence S 89°35'46" W 35.00 feet to a point lying on the West right-of-way line of said Melbourne Tillman Drainage District Canal No. 85, said point also being the Northeast corner of those lands described in Official Records Book 5729, Page 5931 of the Public Records of Brevard County, Florida; thence N 00°09'45" W along the said West right-of-way line of said Melbourne Tillman Drainage District Canal No. 85, a distance of 423.99 feet to the North line of said Lot 1, Section 3; thence N 89°35'59" E along said North line 35.00 feet to the intersection with the said Westerly line of Section 2; thence N 89°42'54" E along the North line of said Lot 8, Section 2, a distance of 35.00 feet to the intersection with the East right-of-way line of said Melbourne Tillman Drainage District Canal No. 85; thence S 00°09'45" W along said East right-of-way line 423.91 feet; thence S 89°35'46" W 35.00 feet to the Point of Beginning. Containing 0.68 acres more or less.



LEGEND:

- BRG = BEARING
- C/L = CENTERLINE
- COR = CORNER
- ESMT = EASEMENT
- MTDD = MELBOURNE TILLMAN DRAINAGE DISTRICT
- P.B. = PLAT BOOK
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- REF = REFERENCE
- RNG = RANGE
- R/W = RIGHT OF WAY
- SEC = SECTION
- TWP = TOWNSHIP

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE EAST LINE OF SEC. 3 BEING S 00°09'45" E AS PER THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S A EAST ZONE, NORTH AMERICAN DATUM OF 1983 AS READJUSTED IN 2011 (NAD83/11) (SEE SKETCH)
2. THIS SKETCH AND DESCRIPTION CONTAINS TWO SHEETS. EACH SHEET IS NOT FULL OR COMPLETE WITHOUT THE OTHER.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER WHICH CAN BE FOUND ON SHEET 1 OF 2.

PREPARED FOR AND CERTIFIED TO:

MELBOURNE TILLMAN DRAINAGE DISTRICT

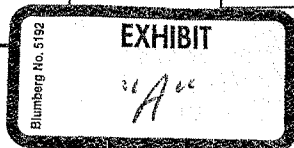
Joel A Seymour

Digitally signed by Joel A Seymour
Date: 2025.10.30 05:50:26 -04'00'

JOEL A. SEYMOUR, LS 6133
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: **Kane Surveying, Inc.**
FLORIDA LICENSED BUSINESS No. LB 7838
505 DISTRIBUTION DRIVE
MELBOURNE, FLORIDA 32904
(321) 676-0427

DRAWN BY: JAS	CHECKED BY: JAS	PROJECT NO. 44091			SECTIONS 2 AND 3 TOWNSHIP 28 SOUTH RANGE 36 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 10/29/25	3-28-36-COASTAL /MTDD-VACATION				



SKETCH OF DESCRIPTION

PURPOSE: VACATE R/W

MELBOURNE 95 NEW HAVEN, LLC
 TRACT "G-5"
 COASTAL COMMERCE CENTER, TRACT "G-2", 1ST REPLAT
 PB 68, PAGES 63-68

EXHIBIT "___"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2
THIS IS NOT A SURVEY

FULCHER DLG, LLC
 TAX PARCEL No. 28-36-03-758

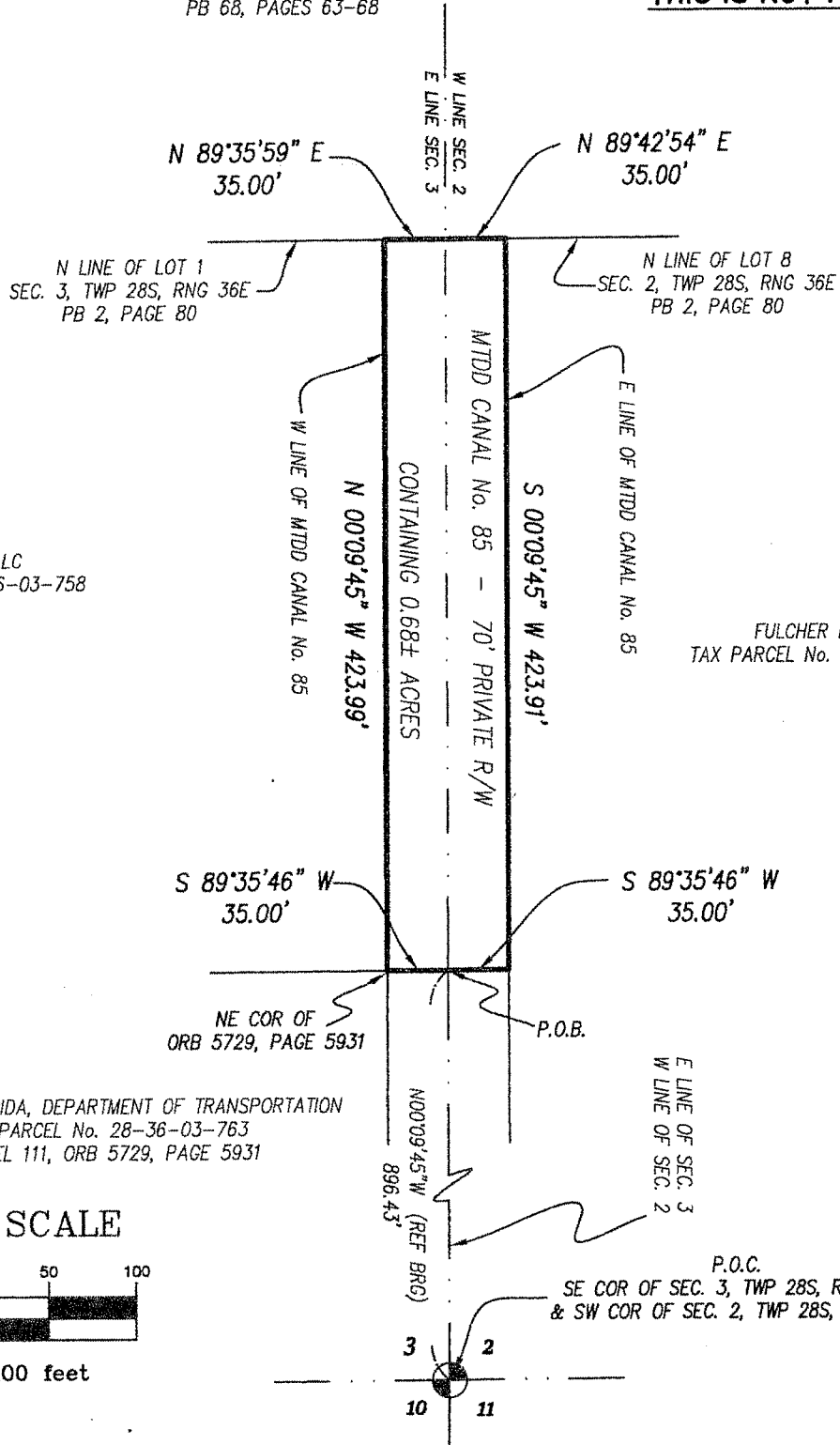
FULCHER DLG, LLC
 TAX PARCEL No. 28-36-02-505

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
 TAX PARCEL No. 28-36-03-763
 PARCEL 111, ORB 5729, PAGE 5931

GRAPHIC SCALE



1 inch = 100 feet



PREPARED BY:

Kane Surveying, Inc.

FLORIDA LICENSED BUSINESS No. LB 7838
 505 DISTRIBUTION DRIVE
 MELBOURNE, FLORIDA 32904
 (321) 676-0427

SCALE: 1 INCH = 100 FEET

PROJECT NO. 44091

SECTIONS 2 AND 3
 TOWNSHIP 28 SOUTH
 RANGE 36 EAST



Canal C-85 off-site watershed

±4.4
acres

Canal C-84

Existing 30' Drainage Easement
O.R. 1534, Page 201

Proposed 70' Drainage
Easement

Blumberg No. 5192
EXHIBIT
"B"

PROPOSED DECLARATION PROVISION

To Be Finalized Upon Preparation of Association Governing Documents

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance, operation, repair and replacement of all permitted stormwater improvements/pipe installed in the former Canal C-85 right-of-way. As it relates to the stormwater improvements/pipe installed, operated and located within the former right-of-way of MTWCD's Canal C-85 right-of-way, upon any termination, dissolution, liquidation or bankruptcy of the Association, or on the Association's failure to properly maintain, operate, repair or replace any stormwater improvements/installed pipe permitted by MTWCD (including addressing the failure of those improvements/pipe to provide proper stormwater drainage for and to that watershed generally located north and east of the Association that drains into and through the pipe located in the former C-85 right-of-way), MTWCD is specifically authorized to annually impose a special assessment against all Homeowners/Members[or however defined in declaration] for the cost of the maintenance, operation, repair and/or replacement of such permitted stormwater improvement/pipe installed/located within the portion of MTWCD's former C-85 canal right-of-way, including excavation and removal of the permitted pipe, which former C-85 canal right-of-way is now a common element of the Association. Such costs shall include the salary and ancillary expenses related to any employee of MTWCD, including but not limited to, wages, overtime, insurance, and retirement allocable to each employee). This Paragraph shall survive any termination, dissolution, liquidation or bankruptcy of the Association, and will continue to run with the land and of and to each Lot/Unit/Member and be binding on each Owner/Homeowner//Member. The manner and power for imposing, assessing and collecting such special assessments by MTWCD shall be the same as that utilized by MTWCD in imposing any assessment, by non-ad valorem assessment (and/or in establishing any other rate of taxation or millage currently authorized or if MTWCD is granted other rights to generate income in the future). MTWCD shall not be required to follow the procedures set forth in the Association's governing document in imposing and assessing any such special assessments; however, the remedies provided to the Association for nonpayment of assessments, including imposition and foreclosure of a lien for nonpayment, shall vest and accrue to MTWCD as provided in the governing documents. The cost of such maintenance, repairs or replacement of any stormwater improvements/pipe, including related to abatement of any emergency, shall be levied against members of the Association in an amount sufficient to pay for the costs of maintenance, operation, repair and replacement of any stormwater improvement/pipe located in the former C-85 right-of-way.

DEVELOPER, as well as owners/if necessary, joinder of lender(s)



This instrument prepared by and return to:

JAMES P. BEADLE, ESQUIRE
Spira & Beadle, P.A.
5205 Babcock Street, N.E.
Palm Bay, Florida 32905

PARCEL ID NO.: Portion of C-85, Melbourne-Tillman Water Control District

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 3rd day of February 2026, by MELBOURNE-TILLMAN WATER CONTROL DISTRICT, a Florida special act dependent special district, whose mailing address is 5990 Minton Road, Palm Bay FL 32907, hereinafter called the grantor, to RESIBUILT HOMES, LLC, a Delaware limited liability company, whose mailing address is 3630 Peachtree Road, NE, Suite 1500, Atlanta, GA 30326, hereinafter called the grantee:

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

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Brevard County, State of Florida, :

SEE ATTACHED EXHIBIT "A"

SUBJECT TO all land use rules and regulations, and all restrictions, reservations, easements, covenants and conditions of record.

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 said grantee that the grantor is lawfully seized of said real property in fee simple; that the grantor has good right and lawful authority to sell and convey said real property; and that grantor will defend same against all lawful claims of all persons claiming by, through, or under grantor, but against no others.

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:

MELBOURNE-TILLMAN WATER
CONTROL DISTRICT

Signature

By: _____
PHILIP WEINBERG



Printed Signature

Witness Printed Address

Signature

Printed Signature

Witness Printed Address

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared by physical appearance, PHIL WEINBERG, president of MELBOURNE-TILLMAN WATER CONTROL DISTRICT, personally known to me to be the person described in and who executed the foregoing instrument, or who produced the following identification: _____, who acknowledged before me that he executed same in such capacity for the purposes therein, and that an oath was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of February, 2026.

Notary Public

My Commission Expires:

LEGAL DESCRIPTION

EXHIBIT "___"

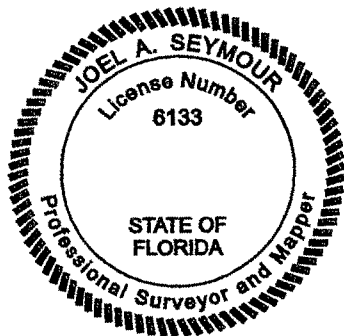
SHEET 1 OF 2

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LEGAL DESCRIPTION: (PREPARED BY SURVEYOR)

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SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE EAST LINE OF SEC. 3 BEING S 00°09'45" E AS PER THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S A EAST ZONE, NORTH AMERICAN DATUM OF 1983 AS READJUSTED IN 2011 (NAD83/11) (SEE SKETCH)
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PREPARED FOR AND CERTIFIED TO:

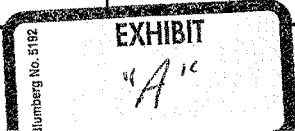
MELBOURNE TILLMAN DRAINAGE DISTRICT

Joel A Seymour
Digitally signed by Joel A Seymour
 Date: 2025.10.30 05:50:26 -04'00'

JOEL A. SEYMOUR, LS 6133
 PROFESSIONAL SURVEYOR & MAPPER
 NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: **Kane Surveying, Inc.**
 FLORIDA LICENSED BUSINESS No. LB 7838
 505 DISTRIBUTION DRIVE
 MELBOURNE, FLORIDA 32904
 (321) 676-0427

DRAWN BY: JAS	CHECKED BY: JAS	PROJECT NO. 44091		SECTIONS 2 AND 3 TOWNSHIP 28 SOUTH RANGE 36 EAST
		REVISIONS	DATE	
DATE: 10/29/25	3-28-36-COASTAL /MTDD-VACATION			



SKETCH OF DESCRIPTION

PURPOSE: VACATE R/W

MELBOURNE 95 NEW HAVEN, LLC
 TRACT "G-5"
 COASTAL COMMERCE CENTER, TRACT "G-2", 1ST REPLAT
 PB 68, PAGES 63-68

EXHIBIT "___"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

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FULCHER DLG, LLC
 TAX PARCEL No. 28-36-03-758

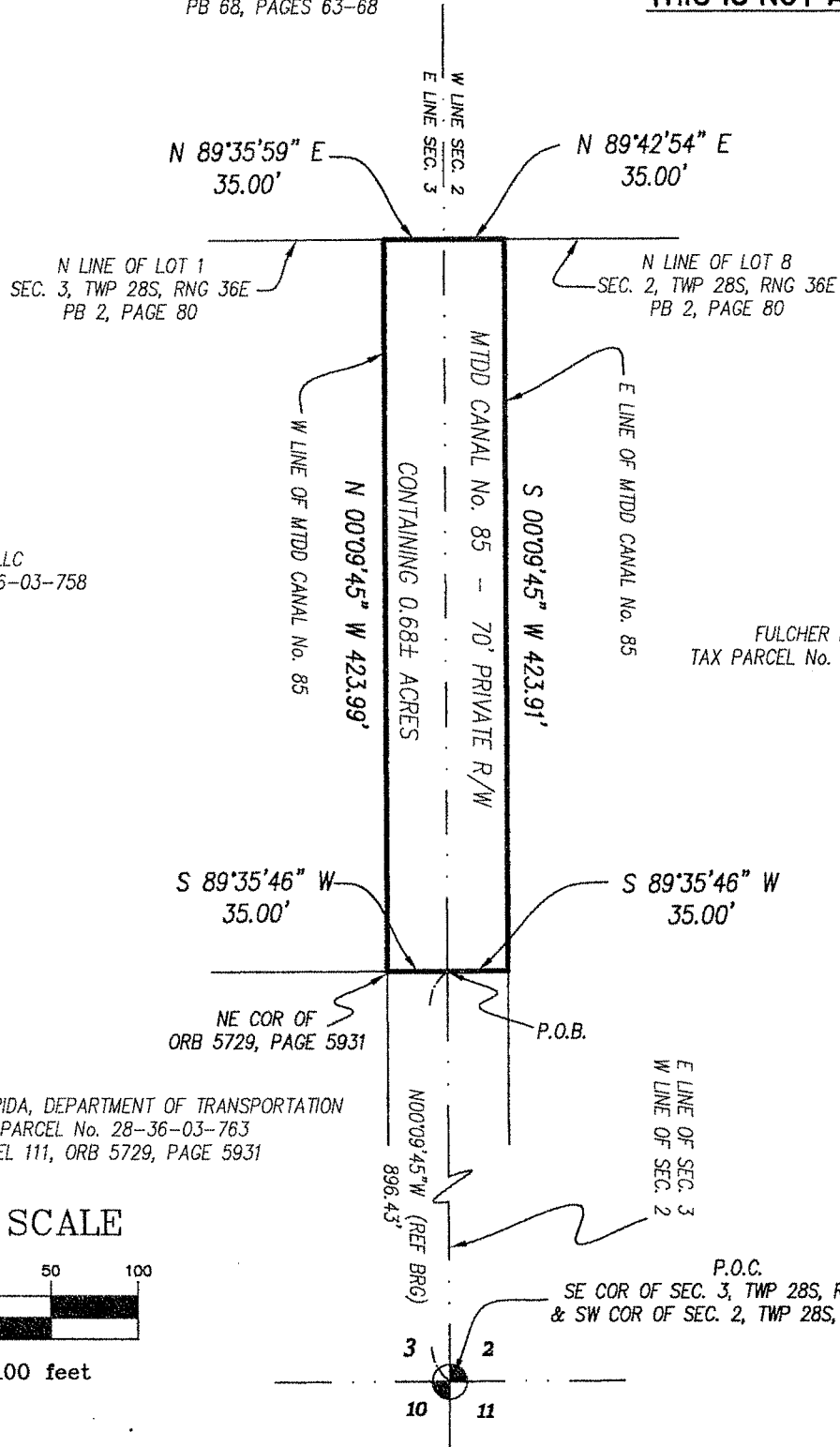
FULCHER DLG, LLC
 TAX PARCEL No. 28-36-02-505

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
 TAX PARCEL No. 28-36-03-763
 PARCEL 111, ORB 5729, PAGE 5931

GRAPHIC SCALE



1 inch = 100 feet



PREPARED BY:

Kane Surveying, Inc.

FLORIDA LICENSED BUSINESS No. LB 7838
 505 DISTRIBUTION DRIVE
 MELBOURNE, FLORIDA 32904
 (321) 676-0427

SCALE: 1 INCH = 100 FEET

PROJECT NO. 44091

SECTIONS 2 AND 3
 TOWNSHIP 28 SOUTH
 RANGE 36 EAST

This instrument prepared
by and return to:

JAMES P. BEADLE, ESQUIRE
Spira & Beadle, P.A.
5205 Babcock Street, N.E.
Palm Bay, Florida 32905

PARCEL ID NO.: Portion of C-85, Melbourne-Tillman Water Control District

EASEMENT AGREEMENT FOR PERPETUAL NON-EXCLUSIVE ACCESS, CONSTRUCTION, OPERATION AND MAINTENANCE

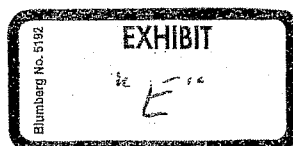
THIS EASEMENT AGREEMENT FOR PERPETUAL NON-EXCLUSIVE ACCESS, CONSTRUCTION, OPERATION AND MAINTENANCE ("Easement Agreement") is made and entered into this 3rd day of February, 2026, by **RESIBUILT HOMES, LLC**, a Delaware limited liability company ("ResiBuilt"), whose mailing address is 3630 Peachtree Road, NE, Suite 1500, Atlanta, GA 30326, for the benefit of **MELBOURNE-TILLMAN WATER CONTROL DISTRICT**, a Florida special act dependent special district, whose mailing address is 5990 Minton Road, Palm Bay, Florida, 32907 ("MTWCD") (collectively, "the Parties").

WHEREAS, MTWCD agreed to convey certain real property described herein owned by MTWCD in consideration, in part, for receiving an easement over and across the same property it agreed to convey for the purposes described herein; and

WHEREAS, ResiBuilt agreed to the condition for conveyance in consideration of, among other matters, granting, conveying and executing this Easement Agreement in favor of MTWCD, its employees, officers, directors, agents, contractors, successors and assigns for a perpetual, non-exclusive easement over, on, upon, across, under and through the property described herein, and pursuant to its terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and other good and valuable consideration set forth in that agreement between the parties resulting in the execution of this Easement Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The above recitals and the exhibits attached hereto are true and correct, form a material part of this Easement Agreement, and are incorporated herein by reference.



2. Grant of Easement. ResiBuilt gives, grants, bargains, sells and conveys to and for MTWCD, its employees, officers, directors, agents, contractors, successors, and assigns, a perpetual, non-exclusive easement for the property described in Exhibit "A" ("the Easement Property") to access, construct, maintain, repair, replace, remove, operate, and monitor the permitted pipe and other improvements to be installed by ResiBuilt within the Easement Property, and to perform any other work necessary and incident to the construction, maintenance, repair, replacement and operation of the permitted stormwater improvement/pipe installed, as well as the right to take any action in the case of an emergency to allow unblock any intake at the north end of the pipe to be installed by ResiBuilt to allow stormwater to adequately flow through the pipe to Canal C-85 south of said pipe, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures or obstacles within the limits of the Easement Property. ResiBuilt shall have no claim against MTWCD for damages or any other legal or equitable claim resulting from the trimming, cutting, felling or removing of any items covered by the prior sentence. Rather, ResiBuilt shall be responsible to MTWCD for the cost of such matters. The manner of payment/reimbursement of such matters by ResiBuilt to MTWCD shall be as provided in that Agreement between the parties of the same date as this Easement, which is recorded immediately after this Easement is recorded.

4. Notice. All notices, requests or other communications hereunder shall be in writing and shall be deemed delivered or received: (i) on the date of delivery if transmitted by hand delivery with receipt therefore; or (ii) on the date upon which the return receipt is signed or delivery is refused or non-deliverable, if sent by registered mail/return receipt requested; or (iii) on the next business day, if mailed by any form of overnight mail service, to the following or to such other address that a party may designate in writing:

Melbourne-Tillman: Melbourne-Tillman Water Control District
5990 Minton Road
Palm Bay, Florida 32907
Attention:
Phone:

ResiBuilt: ResiBuilt Homes, LLC
3630 Peachtree Road, NE, Suite 1500
Atlanta, GA 30326
Attention:
Phone:

5. Reservation of Use by ResiBuilt. This Easement is non-exclusive

and ResiBuilt reserves the right to utilize the Easement Property for any purpose which does not unreasonably interfere with the use of the Easement Property by MTWCD for the purposes set forth herein. Each party shall use the rights granted and reserved in this Easement Agreement with due regard for the rights of the other party to use and enjoy the Easement Property.

7. Attorney's Fees; Costs. In any litigation or legal proceedings arising out of this Easement Agreement, each party shall pay its own attorney's fees and costs.

8. Applicable Law; Venue. This Easement Agreement shall be construed in accordance with the laws of the state of Florida. Venue shall be in the appropriate court of competent jurisdiction in Brevard County, Florida.

9. Indemnification. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees, and agents. MTWCD may maintain a program of insurance covering its liabilities as prescribed by section 768.28, F.S., without waiving any defense of sovereign immunity or increasing the limits of its liability. Further ResiBuilt shall defend and hold MTWCD harmless from any and all liens, losses, liabilities, claims, damages, costs or expenses arising out of the negligent or wrongful acts of ResiBuilt or its officers, employees, contractors, subcontractors, materialmen or agents related to the use of the Easement Property or the failure of the stormwater improvement/pipe installed in and on the Easement Property.

10. Successors and Assigns. The Easement granted herein shall be binding upon and inure to the benefit of the Parties specified herein, their respective legal representatives, successors and assigns, and the benefit and burdens hereof shall run with the Easement Property in perpetuity.

11. Sovereign Immunity. Nothing contained herein shall be construed as a waiver of sovereign immunity by MTWCD.

12. Non-waiver of District's Regulatory Authority. Nothing contained in this Easement Agreement shall be construed as a waiver of, or contract with respect to, MTWCD's regulatory and permitting authority as it now or hereafter exists under applicable laws, rules and regulations.

13. Modification. This Easement Agreement may be modified or amended only upon the mutual written consent of the Parties.

14. Effective Date. For all purposes of this Easement Agreement, the

Effective Date hereof shall mean the date when the Resolution of the Board of Directors approving the conveyance of the Easement Property to ResiBuilt is approved, which date shall be inserted at the top of the first page hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Easement Agreement, as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

**MELBOURNE-TILLMAN WATER
CONTROL DISTRICT, a Florida
Special Act dependent special
district,**

Print Name: _____
Printed Address: _____

BY: _____
Phil Weinberg, Board President

Print Name: _____
Printed Address: _____

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared by physical appearance, PHIL WEINBERG, as Board President of MELBOURNE-TILLMAN WATER CONTROL DISTRICT, personally known to me to be the person described in and who executed the foregoing instrument, or who produced the following identification: _____, who acknowledged before me that he executed same in such capacity for the purposes therein, and that an oath was not taken.

NOTARY PUBLIC, State of Florida
Print Name: _____

My Commission Expires: _____

RESIBUILT HOMES, LLC

Print Name: _____

Printed Address: _____

By: _____

Its: _____

Print Name: _____

Printed Address: _____

STATE OF GEORGIA
COUNTY OF

I HEREBY CERTIFY that on this 3rd day of February, 2026, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared by physical appearance as _____, of RESIBUILT HOMES, LLC, personally known to me to be the person described in and who executed the foregoing instrument, or who produced the following identification: ,__, who acknowledged before me that he executed same in such capacity for the purposes therein, and that an oath was not taken.

NOTARY PUBLIC, State of Georgia
My Commission Expires: _____
My Commission No.: _____

LEGAL DESCRIPTION

EXHIBIT "___"

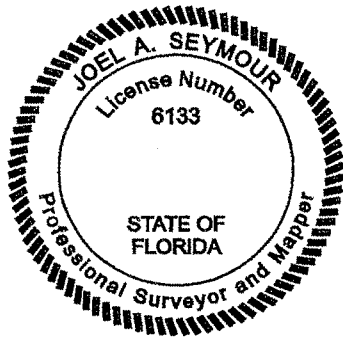
SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (PREPARED BY SURVEYOR)

A portion of Melbourne Tillman Drainage District Canal No. 85, lying in Lot 1, Section 3, Township 28 South, Range 36 East, and Lot 8, Section 2, Township 28 South, Range 36 East, Florida Indian River Land Company Subdivision, recorded in Plat Book 2, Page 80 of the Public Records of Brevard County, Florida and being more particularly described as follows: Commence at the Southeast corner of said Section 3, also being the Southwest corner of said Section 2 and run N 00°09'45" W along the East line of said Section 3 and the West line of said Section 2, a distance of 896.43 feet to the Point of Beginning of the herein described parcel; thence S 89°35'46" W 35.00 feet to a point lying on the West right-of-way line of said Melbourne Tillman Drainage District Canal No. 85, said point also being the Northeast corner of those lands described in Official Records Book 5729, Page 5931 of the Public Records of Brevard County, Florida; thence N 00°09'45" W along the said West right-of-way line of said Melbourne Tillman Drainage District Canal No. 85, a distance of 423.99 feet to the North line of said Lot 1, Section 3; thence N 89°35'59" E along said North line 35.00 feet to the intersection with the said Westerly line of Section 2; thence N 89°42'54" E along the North line of said Lot 8, Section 2, a distance of 35.00 feet to the intersection with the East right-of-way line of said Melbourne Tillman Drainage District Canal No. 85; thence S 00°09'45" W along said East right-of-way line 423.91 feet; thence S 89°35'46" W 35.00 feet to the Point of Beginning. Containing 0.68 acres more or less.



LEGEND:

- BRG = BEARING
- C/L = CENTERLINE
- COR = CORNER
- ESMT = EASEMENT
- MTDD = MELBOURNE TILLMAN DRAINAGE DISTRICT
- P.B. = PLAT BOOK
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- REF = REFERENCE
- RNG = RANGE
- R/W = RIGHT OF WAY
- SEC = SECTION
- TWP = TOWNSHIP

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE EAST LINE OF SEC. 3 BEING S 00°09'45" E AS PER THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S EAST ZONE, NORTH AMERICAN DATUM OF 1983 AS READJUSTED IN 2011 (NAD83/11) (SEE SKETCH)
2. THIS SKETCH AND DESCRIPTION CONTAINS TWO SHEETS. EACH SHEET IS NOT FULL OR COMPLETE WITHOUT THE OTHER.
3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER WHICH CAN BE FOUND ON SHEET 1 OF 2.

PREPARED FOR AND CERTIFIED TO:
MELBOURNE TILLMAN DRAINAGE DISTRICT

Joel A Seymour

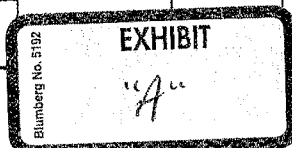
Digitally signed by Joel A Seymour
Date: 2025.10.30 05:50:26 -04'00'

JOEL A. SEYMOUR, LS 6133
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: **Kane Surveying, Inc.**

FLORIDA LICENSED BUSINESS No. LB 7838
505 DISTRIBUTION DRIVE
MELBOURNE, FLORIDA 32904
(321) 676-0427

DRAWN BY: JAS	CHECKED BY: JAS	PROJECT NO. 44091			SECTIONS 2 AND 3 TOWNSHIP 28 SOUTH RANGE 36 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 10/29/25	3-28-36-COASTAL /MTDD-VACATION				



SKETCH OF DESCRIPTION

PURPOSE: VACATE R/W

MELBOURNE 95 NEW HAVEN, LLC
 TRACT "G-5"
 COASTAL COMMERCE CENTER, TRACT "G-2", 1ST REPLAT
 PB 68, PAGES 63-68

EXHIBIT "___"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2
THIS IS NOT A SURVEY

FULCHER DLG, LLC
 TAX PARCEL No. 28-36-03-758

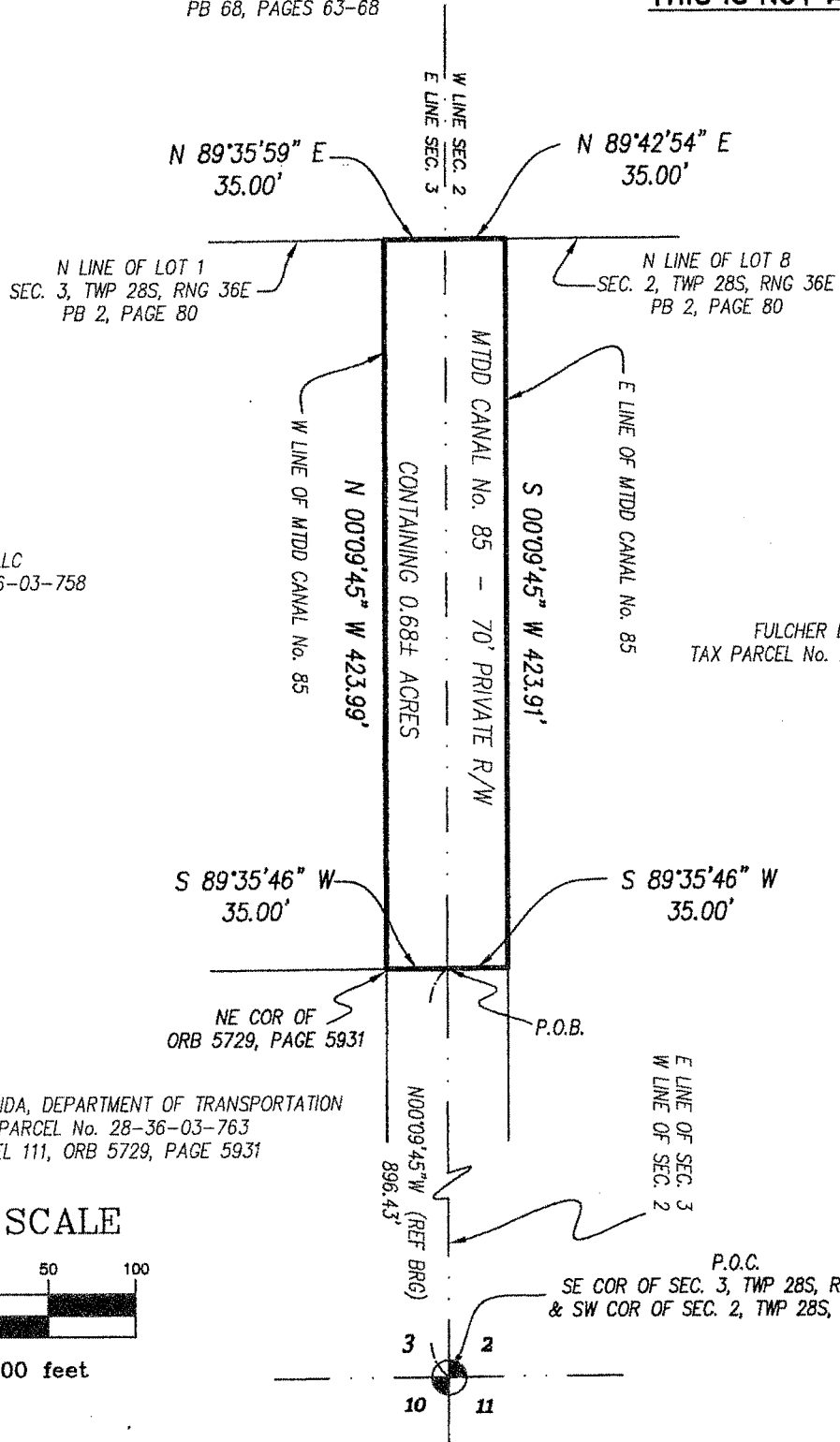
FULCHER DLG, LLC
 TAX PARCEL No. 28-36-02-505

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
 TAX PARCEL No. 28-36-03-763
 PARCEL 111, ORB 5729, PAGE 5931

GRAPHIC SCALE



1 inch = 100 feet



PREPARED BY:

Kane Surveying, Inc.

FLORIDA LICENSED BUSINESS No. LB 7838
 505 DISTRIBUTION DRIVE
 MELBOURNE, FLORIDA 32904
 (321) 678-0427

SCALE: 1 INCH = 100 FEET

PROJECT NO. 44091

SECTIONS 2 AND 3
 TOWNSHIP 28 SOUTH
 RANGE 36 EAST

This instrument prepared
by and return to:

JAMES P. BEADLE, ESQUIRE
Spira & Beadle, P.A.
5205 Babcock Street, N.E.
Palm Bay, Florida 32905

PARCEL ID Nos.: 28-36-02-00-505_ ;_28-36-03-00-758; Portion of C-85, Melbourne-Tillman Water Control District

LAND EXCHANGE AGREEMENT

THIS AGREEMENT made the 3rd day of February, 2026, by and between MELBOURNE-TILLMAN WATER CONTROL DISTRICT, a Florida special act dependent special district, whose mailing address is 5990 Minton Road, Palm Bay FL 32907 ("MTWCD"), and RESIBUILT HOMES, LLC, a Delaware limited liability company, whose mailing address is 3630 Peachtree Road, NE, Suite 1500, Atlanta, GA 30326 ("ResiBuilt").

WHEREAS, the parties have agreed to MTWCD conveying its interest in the north portion of one of its water control district canals, *i.e.*, Canal C-85 as legally described in this Agreement ("the Conveyed Property"), in exchange for ResiBuilt executing an easement back in favor of MTWCD over, across, under and through the Conveyed Property, as well as relocating the portion of Canal C-85 ("C-85") not included in the Conveyed Property that is currently located outside the legal boundaries of the C-85 right-of-way and placing a 60 foot pipe to be approved by MTWCD in the Conveyed Property, as well as additional considerations set forth herein; and

WHEREAS, the parties agree that the effective date of this Agreement shall be the date a Resolution is adopted by the Board of Directors authorizing, among other items, the conveyance of the Conveyed Property to ResiBuilt.

NOW, THEREFORE, in mutual consideration of the covenants and conditions contained herein, the adequacy of which is acknowledged by both parties, it is agreed as follows:

1. The foregoing recitations are true and correct and by this reference are incorporated herein.
2. **Conveyance of north end of C-85.** Upon adoption of a Resolution authorizing the conveyance of the Conveyed Property, as described in Exhibit "A" attached hereto, MTWCD shall execute a special warranty deed conveying the Conveyed Property to ResiBuilt. ResiBuilt shall be required to pay all recording fees and documentary stamps associated with the recording of the deed.
3. **Easement in favor of MTWCD.** Simultaneous with the execution of the special warranty deed, ResiBuilt shall execute an easement in the form attached hereto as Exhibit "B" in



favor of MTWCD. The easement shall be recorded immediately following the recording of the special warranty deed in favor of ResiBuilt, such that there shall be no intervening documents between the recorded deed and the recorded easement. The easement shall never be subordinate or subject to any mortgage or other security interest related in any way to the property adjoining either side of the Conveyed Property or the Conveyed Property. The easement shall be an agreed exception to any owner's and lender's title insurance policies. Any lender shall be required to execute a joinder to the Easement Agreement by such person(s) authorized to execute and bind the lender(s).

4. **Installation of pipe; compliance with MTWCD permitting.** ResiBuilt shall be required to install a 60 inch diameter pipe within the legal boundaries of the C-85 right-of-way within two years of the effective date of this Agreement. ResiBuilt shall be required to comply with all MTWCD permitting requirements to obtain permission for the installation of the pipe, including payment of any permit fees. In constructing, installing and maintaining the pipe, ResiBuilt shall be required to accommodate the current and planned stormwater drainage for the portion of the C-85 watershed located generally north and east of C-85 that is currently piped to the north end of C-85, which watershed is depicted in Exhibit "B" attached hereto ("the watershed"). ResiBuilt shall have an affirmative obligation to maintain, operate, repair and replace any pipe it installs in the Conveyed Property and/or C-85 right-of-way. At all times during the construction/installation of the 60 inch pipe (and any other improvements associated with that installation), ResiBuilt shall have an affirmative obligation to ensure that such construction/ installation will not impede the flow, or cause the back-up, of stormwater draining from the watershed.

5. **Relocation of C-85.** That portion of the current physical structure of C-85 not included in the Conveyed Property and currently located outside the legal boundaries of the C-85 right-of-way shall be relocated by ResiBuilt to a position completely within the legal boundaries of the C-85 right-of-way, within two years of the effective date of this Agreement. The new canal structure shall be built and constructed to the specifications and cross sections to be provided by MTWCD to ResiBuilt, as well as a duly authorized permit for such work. ResiBuilt shall not be required to pay for the permit for the work required to relocate the current C-85 canal to a location within its legal right-of-way.

6. **Special Assessment.** In the event ResiBuilt, or any successors and/or approved assign(s), fails to properly maintain, operate, repair and replace any pipe located in the Conveyed Property, MTWCD is authorized to specially assess (or by any other method or means MTWCD is authorized by law to generate revenue) ResiBuilt, or any successor(s) and/or approved assign(s), including any receiver(s) or trustee(s) in bankruptcy. Any special assessment (or by any other method or means MTWCD is authorized by law to generate revenue) shall be in an amount sufficient to pay for the maintenance, operation, repair and/or replacement of any pipe and associated improvements located in the Conveyed Property, including the cost of excavation and removal, if necessary, as well as wages, overtime, insurance, and retirement allocable to each employee performing such work. In the event an Association is created to operate any development on the property abutting the Conveyed Property, the provision set forth in Exhibit "C" shall be included in any declaration and other governing documents of that Association.

7. **Emergency.** In the event of any emergency where the permitted pipe/stormwater improvements made by Resibuilt in and to the Conveyed Property either fails, or through any action, inaction, failure to maintain or repair or any other reason the pipe/stormwater improvements fail to provide adequate stormwater flow for discharge of stormwater from the watershed through the 60 inch pipe, MTWCD shall have the right, but not the obligation, to take such actions necessary to repair or replace the pipe, or to take such action necessary to remedy any blockage in or to the pipe to provide adequate stormwater flow from the watershed. The rights provided in this Paragraph shall not affect Resibuilt's liability to properties/property owners of those lands included in the watershed. Resibuilt, or any successor, legal representative or permitted assign(s), shall be required to reimburse MTWCD for all its expenses, including wages and ancillary benefits of those staff members, involved in resolving any emergency

8. **Recording.** This Agreement shall be recorded at the same time as the special warranty deed and easement. This Agreement shall be recorded immediately following the recording of the easement referenced in Paragraph 3 in favor of MTWCD, such that there shall be no intervening documents between the recorded easement and this recorded Agreement. This Agreement shall never be subordinate or subject to any mortgage or other security interest related in any way to the property adjoining either side of the Conveyed Property or the Conveyed Property. This Agreement shall be an agreed exception to any owner's and lender's title insurance policies. Any lender shall be required to execute a joinder to this Agreement by such person(s) authorized to execute and bind the lender(s).

9. **Future Modifications.** Resibuilt shall not make any modifications to the Conveyed Property or the C-85 right-of-way, including the traveled way, unless plans and specifications for any future modifications are approved/permitted in advance in writing by the MTWCD Board and/or staff.

10. **Damage to Improvements.** MTWCD will not be responsible for damage to Resibuilt's improvements located within the Conveyed Property; however, Resibuilt reserves the right to pursue recovery of damages to said improvements caused by third parties.

11. **Indemnification/Florida Law.** This Agreement is subject to Resibuilt executing an agreement in a form acceptable to MTWCD indemnifying and holding MTWCD harmless to the extent required by MTWCD and complying with all provisions of law regarding improvements on and to public property, including, but not limited to, Section 255.05, Florida Statutes. Nothing contained herein shall expressly or impliedly create any consent or agreement on the part of MTWCD to subject any interest it may have in the C-85 right-of-way by virtue of this Agreement to liability under any mechanics' or other lien law, whether or not the performance or the furnishing of such work, labor, services or materials to or for Resibuilt shall have been consented to by MTWCD. Any contractor, subcontractor, agent or employee of Resibuilt, before commencing work on the Canal C-85 right-of-way, shall provide MTWCD with proof of liability, motor vehicle and worker's compensation in such form and/or amount acceptable to MTWCD. Policy limits shall be as follows:

(a) Workers' compensation insurance for all of Resibuilt's contractors, subcontractors, agents and employees engaged in work at the work site;

(b) Public liability, motor vehicle and property damage insurance taken out and maintained for the duration of the contract by Resibuilt and its contractors, subcontractors, agents and employees to protect Resibuilt and its contractors, subcontractors, agents and employees from claims for damages for personal injury, accidental death, and to property. The amounts of such insurance shall be as follows:

i. Public Liability Motor Vehicle Insurance. Not less than \$1 million dollars for injuries including wrongful death to any one person and subject to the same limits for each person, in an amount not less than \$1 million dollars on account of one accident.

ii. Property Damage Insurance. Not less than \$500,000 dollars.

All insurance acquired under the terms of this article must be obtained through an insurance company authorized to do business in the State of Florida and certificates of such insurance shall be filed with MTWCD, and shall further name MTWCD as an additional insured during any such construction activities, and that any such insurance cannot be cancelled, amended or non-renewed without providing MTWCD not less than 30 days prior written notice of such event.

Further, by executing this Agreement, MTWCD (a) is not extending any assurances that the lands and rights-of-way subject to this Agreement are safe for any purpose, including the improvements and use permitted hereunder, (b) does not by such authorization incur any duty of care toward any person who goes upon any such lands and right-of-way, and (c) is not responsible for any injuries to persons, including death, or property caused by any act or omission of any person who goes onto such lands and right-of-way, except for any injuries caused by the actual negligence of MTWCD or its employees. A breach of the indemnification and hold harmless agreement shall constitute a breach of this Agreement.

12. **Clean-up.** Resibuilt shall perform all necessary repairs, removal and clean-up to the C-85 right-of-way as required by any permit during construction of, and at the conclusion of, the work related to C-85.

13. **Storage.** Resibuilt shall not, and shall not allow any of its contractors, subcontractors, agents, employees, guests or invitees to, park or store any motor vehicle, motorcycle, any commercial vehicle, recreational vehicles or equipment anywhere within the C-85 right-of-way other than commercial equipment actually being used to relocate the approved physical C-85 structure to its legal right-of-way.

14. **Entire Agreement/Amendments.** This Agreement contains the entire agreement and understanding between the parties and supersedes and preempts any prior understandings or

agreements, whether written or oral. The provisions of this Agreement may be amended or waived only with the prior written consent of MTWCD, as well as any action required to be taken by MTWCD's Board of Directors.

15. **Assignment.** Neither this Agreement, nor any rights, duties or obligations granted to Resibuilt hereunder, may be sold, conveyed, assigned, transferred, leased, pledged, encumbered or hypothecated in any way, in whole or in part, without the express consent of the MTWCD Board of Directors. In the event of any such consent by MTWCD, any third party will be required to execute any documents required by MTWCD agreeing to be bound by all terms of this Agreement, including the obligation to enter into and execute any applicable indemnification and hold harmless agreement(s).

16. **Indemnification.** Resibuilt shall indemnify, defend, and hold harmless MTWCD, the members of its Board of Directors, its officers, agents, employees and contractors, their sureties, insurers, successors, assigns and legal representatives against any actions, claims, liabilities, suits, demands, causes of action or damages arising out of the acts or omissions of Resibuilt, its, agents, employees, contractors, subcontractors or licensees, including costs, attorney's fees and expenses, including any appeals, in connection with this Agreement. By entering into this Agreement, MTWCD is not creating, increasing or consenting to creating or increasing the liability of MTWCD beyond that provided by §768.28, Florida Statutes.

17. **Attorney's Fees.** MTWCD shall be entitled to recover from Resibuilt, its sureties, insurers, successors, assigns and legal representatives, whether jointly or severally, its reasonable attorney's fees and costs, including appellate attorneys' fees and costs, in any suit, action or proceeding brought to enforce any term of this Agreement in the event it is the prevailing party.

18. **Specific Performance.** Resibuilt acknowledges and agrees that money damages may not be a sufficient remedy for any breach of this Agreement by Resibuilt, and that MTWCD shall be entitled to specific performance and injunctive relief as an additional remedy for any breach. These remedies shall not be deemed to be the exclusive remedies for Resibuilt's breach of this Agreement, but shall be in addition to all other remedies available at law or equity to MTWCD.

19. **Construction; Venue.** This Agreement shall be governed by and construed and interpreted according to the laws of the State of Florida. Venue shall be in the appropriate court of competent jurisdiction in Brevard County, Florida.

20. **Captions.** Captions and article headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

21. **Notices.** All notices or other communications required by this Agreement shall be deemed given by: (1) personal delivery or (2) email, telephone facsimile, or overnight courier, where such notice is followed up by U.S. mail, postage prepaid, to the following addresses unless either

party provides the other with written notice of a different address for such notice(s)::

If to MTWCD: MELBOURNE-TILLMAN WATER CONTROL DISTRICT
5990 Minton Road
Palm Bay, FL 32907

If to Resibuilt:

22. **Entire Agreement/Amendments.** This Agreement contains the entire agreement and understanding between the parties and supersedes and preempts any prior understandings or agreements, whether written or oral. The provisions of this Agreement may be amended or waived only with the prior written consent of Seller.

23. **Successors and Assigns.** This Agreement shall be binding upon, inure to the benefit of, and shall be enforceable by, MTWCD and Resibuilt, and their respective successors, legal representatives and permitted assigns.

24. **Severability.** If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the date set forth above.

Signed, sealed and delivered
in the presence of:

**MELBOURNE-TILLMAN WATER
CONTROL DISTRICT**, a Florida
Special Act dependent special district

BY: _____
Phil Weinberg, Board President

Print Name: _____
Printed Address: _____

Print Name: _____
Printed Address: _____

STATE OF FLORIDA
COUNTY OF BREYARD

I HEREBY CERTIFY that on this 3rd day of February, 2026, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared by physical appearance, PHIL WEINBERG, as Board President of MELBOURNE-TILLMAN WATER CONTROL DISTRICT, personally known to me to be the person described in and who executed the foregoing instrument, or who produced the following identification: _____, who acknowledged before me that he executed same in such capacity for the purposes therein, and that an oath was not taken.

NOTARY PUBLIC, State of Florida
Print Name: _____

My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

RESIBUILT HOMES, LLC

Print Name: _____

By: _____

Printed Address: _____

Its: _____

Print Name: _____

Printed Address: _____

STATE OF GEORGIA
COUNTY OF

I HEREBY CERTIFY that on this _ day of January, 2026, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared by physical appearance, _____, as _____ of RESIBUILT HOMES, LLC, personally known to me to be the person described in and who executed the foregoing instrument, or who produced the following identification: _____ who acknowledged before me that he executed same in such capacity for the purposes therein, and that an oath was not taken.

NOTARY PUBLIC, State of Georgia
My Commission Expires: _____
My Commission No.: _____

LEGAL DESCRIPTION

EXHIBIT # _____

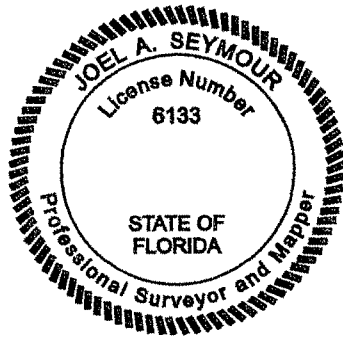
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PREPARED FOR AND CERTIFIED TO:

MELBOURNE TILLMAN DRAINAGE DISTRICT

Joel A Seymour

Digitally signed by Joel A Seymour
Date: 2025.10.30 05:50:26 -04'00'

JOEL A. SEYMOUR, LS 6133
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: **Kane Surveying, Inc.**
FLORIDA LICENSED BUSINESS No. LB 7838
505 DISTRIBUTION DRIVE
MELBOURNE, FLORIDA 32904
(321) 676-0427

DRAWN BY: JAS	CHECKED BY: JAS	PROJECT NO. 44091			SECTIONS 2 AND 3 TOWNSHIP 28 SOUTH RANGE 36 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 10/29/25	3-28-36-COASTAL /MTDD-VACATION				
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SKETCH OF DESCRIPTION

PURPOSE: VACATE R/W

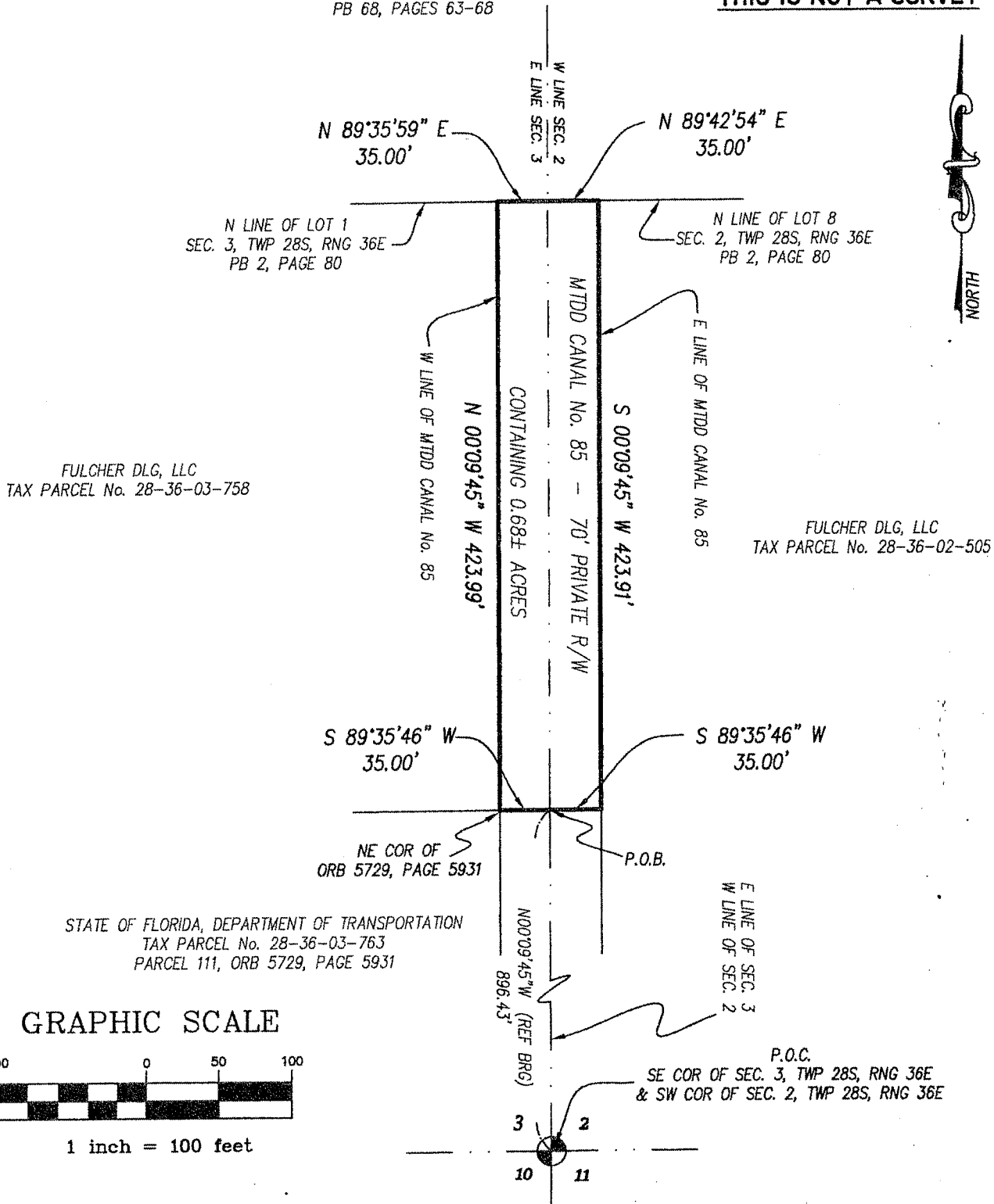
MELBOURNE 95 NEW HAVEN, LLC
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 COASTAL COMMERCE CENTER, TRACT "G-2", 1ST REPLAT
 PB 68, PAGES 63-68

EXHIBIT " — " "

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY



FULCHER DLG, LLC
 TAX PARCEL No. 28-36-03-758

FULCHER DLG, LLC
 TAX PARCEL No. 28-36-02-505

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
 TAX PARCEL No. 28-36-03-763
 PARCEL 111, ORB 5729, PAGE 5931

GRAPHIC SCALE



1 inch = 100 feet

PREPARED BY:

Kane Surveying, Inc.

FLORIDA LICENSED BUSINESS No. LB 7838
 505 DISTRIBUTION DRIVE
 MELBOURNE, FLORIDA 32904
 (321) 678-0427

SCALE: 1 INCH = 100 FEET

PROJECT NO. 44091

SECTIONS 2 AND 3
 TOWNSHIP 28 SOUTH
 RANGE 36 EAST



±4.4
acres

Existing 30' Drainage Easement
O.R. 1534, Page 291

Proposed 70' Drainage
Easement

Canal C-84

Canal C-85 off-site watershed

Blumberg No. 6192
EXHIBIT
"B"

PROPOSED DECLARATION PROVISION

To Be Finalized Upon Preparation of Association Governing Documents

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance, operation, repair and replacement of all permitted stormwater improvements/pipe installed in the former Canal C-85 right-of-way. As it relates to the stormwater improvements/pipe installed, operated and located within the former right-of-way of MTWCD's Canal C-85 right-of-way, upon any termination, dissolution, liquidation or bankruptcy of the Association, or on the Association's failure to properly maintain, operate, repair or replace any stormwater improvements/installed pipe permitted by MTWCD (including addressing the failure of those improvements/pipe to provide proper stormwater drainage for and to that watershed generally located north and east of the Association that drains into and through the pipe located in the former C-85 right-of-way), MTWCD is specifically authorized to annually impose a special assessment against all Homeowners/Members [or however defined in declaration] for the cost of the maintenance, operation, repair and/or replacement of such permitted stormwater improvement/pipe installed/located within the portion of MTWCD's former C-85 canal right-of-way, including excavation and removal of the permitted pipe, which former C-85 canal right-of-way is now a common element of the Association. Such costs shall include the salary and ancillary expenses related to any employee of MTWCD, including but not limited to, wages, overtime, insurance, and retirement allocable to each employee). This Paragraph shall survive any termination, dissolution, liquidation or bankruptcy of the Association, and will continue to run with the land and of and to each Lot/Unit/Member and be binding on each Owner/Homeowner/Member. The manner and power for imposing, assessing and collecting such special assessments by MTWCD shall be the same as that utilized by MTWCD in imposing any assessment, by non-ad valorem assessment (and/or in establishing any other rate of taxation or millage currently authorized or if MTWCD is granted other rights to generate income in the future). MTWCD shall not be required to follow the procedures set forth in the Association's governing document in imposing and assessing any such special assessments; however, the remedies provided to the Association for nonpayment of assessments, including imposition and foreclosure of a lien for nonpayment, shall vest and accrue to MTWCD as provided in the governing documents. The cost of such maintenance, repairs or replacement of any stormwater improvements/pipe, including related to abatement of any emergency, shall be levied against members of the Association in an amount sufficient to pay for the costs of maintenance, operation, repair and replacement of any stormwater improvement/pipe located in the former C-85 right-of-way.

DEVELOPER, as well as owners/if necessary, joinder of lender(s)

