

## INTERLOCAL AGREEMENT

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida ("St. Lucie"), **INDIAN RIVER COUNTY**, a political subdivision of the State of Florida ("Indian River"), and **WILLIAM EMERSON**, (the "Owner").

**WHEREAS**, William Emerson, is the owner of certain property in unincorporated St. Lucie County adjacent to Indian River County, as described in Exhibit "A" (the "Property"); and,

**WHEREAS**, pursuant to Chapter 153, Florida Statutes, St. Lucie is empowered to provide water and sewer service within unincorporated St. Lucie County; and,

**WHEREAS**, Owner has requested St. Lucie to provide water and sewer service to the Property, but St. Lucie does not have the facilities at this time to provide such service; and,

**WHEREAS**, Indian River is willing to provide service to the Property, provided St. Lucie consents to Indian River providing such service in unincorporated St. Lucie County; and,

**WHEREAS**, St. Lucie is willing to consent to Indian River providing service to the Property, provided that Owner agrees to connect to St. Lucie water and sewer service when such service becomes available.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligation other than those contained therein, and this Agreement shall supersede all previous telecommunications, representations or agreements, either verbal or written, between the parties hereto.

2. St. Lucie hereby consents to Indian River providing water and sewer service to the Property.

3. Indian River agrees to provide water and sewer service to the Property, subject to all of the policies and requirements of Indian River. This connection to Indian River service shall be at the expense of the owner and subject to Indian River County Department of Utility Services water and wastewater policies. Indian River further agrees to discontinue this service to the Property when St. Lucie service becomes available and when requested to do so by Owner.

4. Owner agrees to disconnect from Indian River water and sewer service and connect to St. Lucie water service when St. Lucie service is available and when requested to do so by St. Lucie. This connection to St. Lucie service shall be at the expense of Owner and subject to St. Lucie County Utilities Services water and wastewater policies. This Agreement shall be binding on all successors to Owner's

interest in the Property. This Agreement shall run with the land and be binding on all future owners of this Property.

5. This Agreement may only be amended by a written document signed by all parties and filed with the Clerks of the Circuit Courts of St. Lucie and Indian River Counties, Florida.

6. All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

**AS TO ST. LUCIE**

County Administrator  
2300 Virginia Avenue  
Administration Building Annex  
Fort Pierce, Florida 34982

**WITH A COPY TO:**

St. Lucie County Attorney  
2300 Virginia Avenue  
Administration Building Annex  
Fort Pierce, Florida 34982

St. Lucie County Utility Director  
2300 Virginia Avenue  
Administration Building Annex  
Fort Pierce, Florida 34982

**AS TO INDIAN RIVER:**

County Administrator  
1801 27<sup>th</sup> Street  
Vero Beach, Florida 32960

**WITH A COPY TO:**

County Attorney  
1801 27<sup>th</sup> Street  
Vero Beach, Florida 32960

**AS TO OWNER:**

William Emerson  
2946 1<sup>ST</sup> Pl.  
Vero Beach, Florida 32968

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

7. This Agreement shall be filed with the Clerks of the Circuit Court of St. Lucie and Indian River Counties, Florida, prior to its effectiveness.

IN WITNESS WHEREOF, the parties have caused the execution by their duly authorized officials as of the date stated below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Chair

APPROVED AS TO FORM AND  
CORRECTNESS:

BY: \_\_\_\_\_  
County Attorney

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
WILLIAM EMERSON

STATE OF FLORIDA     )  
                                  ) ss.  
COUNTY OF ST. LUCIE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by William Emerson, by means of ☐ physical presence or ☐ online notarization and who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

[SEAL]

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**Exhibit "A"**

PARCEL ID: 1406-122-0001-000-1

**LEGAL DESCRIPTION:**

THE EAST 100 FEET OF THE WEST 235 FEET OF THE SOUTH 132 FEET OF THE NORTH 167 FEET OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 6, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA