

**Indian River County Hospital District and Indian River County
Right-of-Way Dedication Agreement**

This Right-of-Way Dedication Agreement (hereinafter "Agreement") is made and entered into this ___ day of _____, 2020, by and between Indian River County Hospital District, an Independent Special District of the State of Florida, County of Indian River (hereinafter "Hospital District"), and Indian River County, Florida, a political subdivision of the State of Florida (hereinafter "County").

Recitals

WHEREAS, the Hospital District was established in 1961 by a special act of the Florida Legislature; and

WHEREAS, the primary purpose of the Hospital District is to provide funding to healthcare facilities in Indian River County for the benefit of the public, along with indigent residents of Indian River County; and

WHEREAS, the Board of County Commissioners of Indian River County has adopted and updated the Capital Improvement Element to its Comprehensive Plan to include funding for a specific project tentatively called the Aviation Boulevard Extension/11th Drive (hereinafter "11th Drive") as an extension between US 1 and 41st Street as part of the alternative to widening 37th Street; and

WHEREAS, the proposed 11th Drive goes through Hospital District property; and

WHEREAS, the Hospital District also owns 36th Street, which is a private road not maintained by the County; and

WHEREAS, the County is willing to accept ownership and maintenance responsibility of 36th Street in exchange the Hospital District conveying the land needed by the County for 11th Drive,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, Hospital District and the County hereby agree as follows:

Section 1. The foregoing recitals are true and incorporated as if fully restated herein.

Section 2. Hospital District shall convey fee simple title with no encumbrances to 36th Street and to that property needed for 11th Drive, which property is more particularly described in Exhibit "A" by December 1, 2020.

Section 3. After the Hospital District conveys to County that portion of 11th Drive in the time frame set forth above, County shall accept ownership and maintenance responsibility of 36th Street as a public right-of-way. The County acceptance includes the drainage

infrastructure located within the right-of-way, however, the ultimate treatment of the drainage from the right-of-way, shall remain the responsibility of the Hospital District.

Section 4. Hospital District and the County shall grant each other further assurances and provide such additional documents as may be reasonably required by one another from time to time and fully cooperate with one another, in order to carry out the terms and conditions of this Agreement.

Section 5. This Agreement may be executed in any number of duplicate originals and any such duplicate original shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

INDIAN RIVER COUNTY HOSPITAL DISTRICT

INDIAN RIVER COUNTY, FLORIDA

Ann Marie Suriano, Executive Director
Date:_____

By: _____
Susan Adams, Chairman
Board of County Commissioners

Approved by BCC: _____

Marybeth Cunningham, Chairwoman.
Date:_____

Attest: Jeffrey R. Smith, Clerk of
Circuit Court and Comptroller

By: _____
Deputy Clerk

Approved as to Form and Legal
Sufficiency

Dylan Reingold, County Attorney

Jason E. Brown, County Administrator