

THIRD AMENDED AND RESTATED FELLSMERE WATER CONTROL DISTRICT – INDIAN RIVER COUNTY  
INTERLOCAL AGREEMENT

This Third Amended and Restated Fellsmere Water Control District – Indian River County Interlocal Agreement (“Restated Agreement”) is executed this \_\_\_ day of \_\_\_\_\_, 2017 (the “Effective Date”), by and between Indian River County, a political subdivision of the State of Florida, (the “County”) and the Fellsmere Water Control District, a Water Control District formed in 1919 by the Circuit Court of St. Lucie (now Indian River) County and currently operated as a Special District and state agency under Chapter 298 of the Florida Statutes (the “District”).

Whereas, on October 29, 1974, the District granted to the County an easement (the “Easement”) so that the County would have the right to maintain specifically described rights-of-way within the District; and

Whereas, in the Easement, the District reserved the fee simple title to those rights-of-way described in the Easement and the right to alter or construct canals, ditches, drains, bridges and other drainage facilities within such rights-of-way; and

Whereas, on September 10, 1975, County and District entered into an Interlocal Agreement in which the parties agreed that the County would have the right to maintain certain roads within the District (the “Interlocal Agreement”); and

Whereas, the Interlocal Agreement was twice amended in 1997 and 2003, to include additional rights-of-way (the Interlocal Agreement and the two amendments and this Restated Amendment shall collectively be referred to as the “Agreement”); and

Whereas, the County desires to add additional roads for grading to Grader Route No. 3; and

Whereas, the County desires to cooperate with the District to continue to grade certain roadways described in the Agreement and also to grade those additional roadways described in this Restated Agreement; and

Whereas, while the County has agreed to provide stabilizing material, as needed, for the additional roadways for grading purposes, the District will be responsible for providing adequate drainage necessary for the County to continue future grading;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual benefits, undertakings and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. The foregoing “Whereas” clauses and true and correct and are incorporated herein.

Section 2. Historically, County has performed some maintenance on the roads designated in the Agreement and is willing to continue providing grading service to the residents of the Water Control District, contingent upon the availability of County equipment, cooperation from the District, including, but not limited to providing drainage from roadways, whether in the District right of way or not, and the necessary funding to meet the road grading requirements. Secondary drainage is the responsibility of the landowner, whether a city lot, 5 acre tract or 5,000 acre farm. Secondary drainage is the drainage from the landowner's property to the District sub-lateral system. All secondary drainage must enter the



If to District:

Fellsmere Water Control District

Superintendent of Plant and Operations

PO Box 438

Fellsmere FL 32948

IN WITNESS THEREOF, the parties have set their hands and seals the date entered below.