

1611797 RECORDED IN THE RECORDS OF JEFFREY K BARTON, CLERK CIRCUIT COURT INDIAN RIVER CO FL, BK: 1827 PG: 1547, 01/26/2005 03:10 PM

35.50  
 This document was prepared by  
 and should be returned to  
 the County Attorney's Office,  
 1840 25th St, Vero Beach,  
 Florida 32960

## AGREEMENT

### Re: TEMPORARY WATER SERVICE CONNECTION AND PARTICIPATION IN FUTURE SPECIAL ASSESSMENT PROGRAM

THIS AGREEMENT, effective this 21<sup>st</sup> day of January, 2005 by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida, 1840 25<sup>th</sup> Street, Vero Beach, Florida 32960 (COUNTY) and MARY JANE FIORELLA TODD, whose address is 3426 Shadow Brook Ln , Vero Beach, Fl 32966 (OWNER).

(OWNER).

### BACKGROUND RECITALS

A. OWNER desires to have temporary water service ("temporary connection") made available to property located at 3426 Shadow Brook Ln, Vero Beach, Florida, and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter "Property") before the COUNTY installs water services, in Shadow Brook Subdivision.

B. COUNTY requires the OWNER to pay certain fees immediately at the time of the installation of temporary connection and to participate in certain costs of the special assessment line when the COUNTY undertakes the special assessment project,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt of which is hereby acknowledged, COUNTY and OWNER agree as follows:

1. The background recitals are true and correct and form a material part of this Agreement.
2. OWNER shall pay, on signing this Agreement, the following amount per Equivalent Residential Unit (ERU):

Capacity Charge	\$1,300.00
Tap Fee 1 inch	\$460.00
Security Deposit	\$50.00
Recording Fee (This Agreement)	\$35.50
Meter Fee 1 inch	\$250.00
Inspection Fee	<u>\$25.00</u>
<b>Total</b>	<b>\$2,120.50</b>

3. COUNTY shall make service available for OWNER from a water main on 58th Avenue (Kings Highway), and OWNER shall make a connection from the Property to a temporary water connection point of COUNTY'S choosing. When service is available from the special assessment line, OWNER may be required to disconnect from the temporary connection and to reconnect to the special assessment line. Any such reconnection shall be at the sole expense of the OWNER, except that the OWNER shall not have to pay the capacity charge, security deposit, or meter fee again.

4. Whether OWNER is required to reconnect to the special assessment line or remain connected to the temporary connection, OWNER shall participate in the cost of the special assessment project for line extension charges and other costs related to the special assessment. By accepting the temporary connection, OWNER waives any right to contest the receipt of special benefit from the special assessment project. In addition, OWNER's signature on this Agreement may be considered to be an affirmative vote for construction of the special assessment line.

5. This Agreement shall be recorded in the official records of Indian River County, Florida, and shall be a covenant running with the land. This Agreement shall bind the OWNER, jointly and severally, and the OWNER's heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date first written above.

Sign Steve Belmont By Mary Jane Fiorella Todd  
 Witness Mary Jane Fiorella Todd  
 Printed name STEVE BELMONT

Sign James D. Chastain  
 Witness  
 Printed name: JAMES D. CHASTAIN

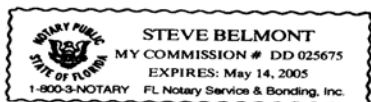
STATE OF FLORIDA  
 COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of January, 2005, by Mary Jane Fiorella Todd, who is personally known to me or who produced a Florida Driver's License as identification.

NOTARY PUBLIC

Stamped Seal & Commission  
 Expiration Date

Sign Steve Belmont  
 Printed name STEVE BELMONT



INDIAN RIVER COUNTY, FLORIDA  
 By its Board of County Commissioners

By Joseph A. Baur  
 County Administrator

Approved by BCC           \*          

\*County Administrator authorized to sign for the Board of County Commissioners by Resolution No. 2003-151 dated December 2, 2003

Approved for form and legal Sufficiency:

By Marian Steele  
County Attorney

Approved for Utilities matters:

By [Signature]  
Utilities Director

**EXHIBIT "A"**

**Legal Description:**

**SHADOW BROOK SUBDIVISION**

**LOT 20, according to the plat thereof, as recorded in Plat Book 9, Page 17, of the Public Records of Indian River County, Florida**

**Parcel Number: 32 39 32 00010 0000 00020.0**

**Property Address: 3426 SHADOW BROOK LN  
VERO BEACH, FL 32966**

35.50

**AGREEMENT**

**Re: TEMPORARY WATER SERVICE CONNECTION AND PARTICIPATION IN FUTURE SPECIAL ASSESSMENT PROGRAM**

THIS AGREEMENT, effective this \_\_\_ day of May, 2005 by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida, 1840 25<sup>th</sup> Street, Vero Beach, Florida 32960 (COUNTY) and **LEONARD J & CONSTANCE HATALA**, whose address is 5865 34<sup>TH</sup> Street , Vero Beach, Fl 32966-6518 (OWNER).

(OWNER).

BACKGROUND RECITALS

A. OWNER desires to have temporary water service (“temporary connection”) made available to property located at 5865 34<sup>th</sup> Street, Vero Beach, Florida, and more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (hereinafter “Property”) before the COUNTY installs water services, in Shadow Brook Subdivision.

B. COUNTY requires the OWNER to pay certain fees immediately at the time of the installation of temporary connection and to participate in certain costs of the special assessment line when the COUNTY undertakes the special assessment project,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt of which is hereby acknowledged, COUNTY and OWNER agree as follows:

1. The background recitals are true and correct and form a material part of this Agreement.
2. OWNER shall pay, on signing this Agreement, the following amount per Equivalent Residential Unit (ERU):

Capacity Charge	\$1,300.00
Tap Fee 1 inch	\$460.00
Security Deposit	\$50.00
Recording Fee (This Agreement)	\$35.50
Meter Fee 1 inch	\$250.00
Inspection Fee	<u>\$25.00</u>
<b>Total</b>	<b>\$2,120.50</b>

3. COUNTY shall make service available for OWNER from a water main on 33rd Street (Cherry Lane), and OWNER shall make a connection from the Property to a temporary water connection point of COUNTY’S choosing. When service is available from the special assessment line, OWNER may be required to disconnect from the temporary connection and to reconnect to the special assessment line. Any such reconnection shall be at the sole expense of the OWNER, except that the OWNER shall not have to pay the capacity charge, security deposit, or meter fee again.

4. Whether OWNER is required to reconnect to the special assessment line or remain

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connected to the temporary connection, OWNER shall participate in the cost of the special assessment project for line extension charges and other costs related to the special assessment. By accepting the temporary connection, OWNER waives any right to contest the receipt of special benefit from the special assessment project. In addition, OWNER's signature on this Agreement may be considered to be an affirmative vote for construction of the special assessment line.

5. This Agreement shall be recorded in the official records of Indian River County, Florida, and shall be a covenant running with the land. This Agreement shall bind the OWNER, jointly and severally, and the OWNER's heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date first written above.

Witness James D. Chastain By Leonard J. Hatala  
Printed name James D. CHASTAIN  
Leonard J. Hatala

Sign Carol T. Besancon  
Witness  
Printed name: Carol T. Besancon

Witness James D. Chastain By Constance Hatala  
Printed name James D. CHASTAIN  
Constance Hatala

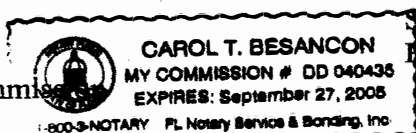
Sign Carol T. Besancon  
Witness  
Printed name Carol T. Besancon

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of May, 2005, by Leonard J. Hatala and Constance Hatala, who are personally known to me or who produced a Florida Driver's License as identification.

NOTARY PUBLIC

Stamped Seal & Commission  
Expiration Date



Sign Carol T. Besancon  
Printed name Carol T. Besancon

INDIAN RIVER COUNTY, FLORIDA  
By its Board of County Commissioners

By Joseph A. David  
County Administrator

Approved by BCC \*

\*County Administrator authorized to sign for the Board of County Commissioners by Resolution No. 2003-151 dated December 2, 2003

Approved for form and legal Sufficiency:

By Marian Bell  
County Attorney

Approved for Utilities matters:

By W. J. [Signature]  
Utilities Director

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**EXHIBIT "A"**

**Legal Description:**

**SHADOW BROOK SUBDIVISION**

Part of LOT 10 described in OR Bk 568 PP 1162 & all of Lot 11, according to the plat thereof, as recorded in Plat Book 9, Page 17, of the Public Records of Indian River County, Florida

**Parcel Number: 32 39 32 00010 0000 00010.1**

**Property Address: 5865 34<sup>th</sup> Street  
VERO BEACH, FL 32966-6518**