

Record and Return To:
Logan F. Wellmeier, Esq.
Dean, Mead, Minton & Moore
1903 S 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is entered into by and between **INDIAN RIVER COUNTY**, a political subdivision of the State of Florida (the “**County**”) and **PULTE HOME COMPANY, LLC**, a Michigan limited liability company (hereinafter referred to as “**Developer**”).

RECITALS

WHEREAS, the Developer owns and intends to develop certain real property located at the southwest corner of 43rd Avenue Southwest and 13th Street Southwest in the unincorporated area of Indian River County, Florida, as more particularly described in **Exhibit “A”**, attached hereto and incorporated herein by reference (the “**Property**”); and

WHEREAS, the County intends to provide certain assurances to the Developer with respect to the development of the Property, in accordance with the applicable provisions of the Florida Statutes, the Indian River County Comprehensive Plan, and the Indian River County Land Development Regulations (the “**LDRs**”); and

WHEREAS, the LDRs specifically empower the County to enter into development agreements with developers to facilitate the orderly development of real property in Indian River County; and

WHEREAS, on November 15, 2022, the Board of County Commissioners (the “**BCC**”) granted special exception and conceptual PD plan approval for the Red Tree Cove PD. Subsequently, through coordination with County staff, elements of the Red Tree Cove PD were modified through the BCC’s approval of a modified conceptual PD plan and special exception to include 171 detached single-family homes, open space, drainage and facilities renamed as “Emerson Oaks PD” (the “**Project**”); and

WHEREAS, the Project was approved for certain PD design guidelines with minimum lot size, minimum building setbacks, and maximum building coverage, in return for road right-of-way (“**ROW**”) dedications, off-site improvements (road paving, traffic improvements, and upsizing of utility lines), and other public benefits, as further specified in **Exhibit “C”** attached hereto and incorporated herein by reference (the “**Design Standards**”); and

WHEREAS, 71.93 acres of the Property are located inside the urban services boundary (the “**USB**”) and 4.80 acres are located outside of the USB; and

WHEREAS, the Project is proposed to be constructed in three (3) phases as follows: (i) Phase 1A consists of the model home row and includes the development of seven (7) lots, the construction of the Project's first entrance to and from 13th Street Southwest, and the adjacent stormwater pond ("**Phase 1A**"), (ii) Phase 1B will include the development of seventy (70) lots, the construction of the amenity center, and the construction/installation of sufficient infrastructure to support this phase ("**Phase 1B**"), and (iii) Phase 2 will include the development of the remaining ninety-four (94) residential lots, the construction of the Project's second entrance to and from 17th Street Southwest, and the construction /installation of the balance of the contemplated infrastructure and utilities ("**Phase 2**") (Phase 1A, Phase 1B and Phase 2 are each referred to as a "**Phase**"); and

WHEREAS, it is in the best interests of the County and its citizens that the development of the Property be completed in a planned and orderly fashion as specified herein; and

WHEREAS, the Developer and the County have agreed upon terms and conditions relating to the development of the Property, development rights, and benefits to the County and the citizens of the County as specified herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the Developer and the County enter into this Agreement and do hereby agree as follows:

Section 1. Recitals.

The foregoing recitals are true, correct and incorporated herein by reference.

Section 2. Effective Date and Duration of Agreement.

Unless extended pursuant to the terms hereof, the duration of this Agreement shall be five (5) years commencing on the day that this Agreement is fully executed by both parties hereto (the "**Effective Date**"). Should the terms and time for development authorized hereby conflict with any document, the terms and time frames of this Agreement shall prevail. The duration of this Agreement may be extended upon mutual consent of the County and the Developer after two (2) public hearings, consistent with Florida Statute.

Section 3. The Project.

The application for special exception and PD plan approval and all submissions, documents and correspondence related to the proposed development of the Project, including (without limitation) all traffic and environmental studies, are hereby incorporated herein as "**Application Materials**."

A. Current Application Materials.

Attached hereto and incorporated herein as **Exhibit "B"** is the conceptual PD plan (the "**Preliminary Plan**") depicting the proposed areas of development, the respective types of development to be constructed on the Property and the buffers of the development on the perimeter of the Property. The parties understand and agree that the attached Preliminary Plan and this Agreement establish the maximum building density for the Project as well as the minimum

landscaping, required drainage, open space and upland conservation easement buffer requirements. For purposes of this Agreement, it is agreed that the Preliminary Plan accurately depicts the type and density of development to be constructed on the Property.

B. Uses/Densities/Design Guidelines.

i. **Use.** Development of the Project shall exclusively include residential use and shall not exceed 171 single-family, single-story dwelling units as depicted on the Preliminary Plan, as approved by the County.

ii. **Density.** The portion of the Property outside the USB is intended to be developed as a stormwater pond and walking path and shall not be included in a calculation of permitted density. The maximum allowed density is 3 dwelling units per acre according to the Property's Future Land Use designation, but the Project proposes a density of 2.38 dwelling units per acre.

iii. **Design Guidelines.** The Project's design guidelines shall conform to the "Proposed PD Standards" shown on **Exhibit "C"**, attached hereto and by this reference incorporated herein.

iv. **Perimeter Buffering.** The Developer shall provide the following buffers and opaque features around the perimeter of the Project:

Perimeter	Buffer Type & Width	Opaque Feature
North	Type "B" / 30' wide	6' combination berm & landscape
East	Type "B" / 30' wide	6' combination berm & landscape
South	Type "B" / 30' wide	6' combination berm & landscape
West	Type "B" / 60' wide	6' combination berm & landscape

C. Dedication of Right of Way and Required Improvements.

The Developer shall provide the following within the Project as depicted on the Preliminary Plan. Those traffic improvements constructed by the Developer pursuant to this Agreement which are located outside of the Project (if any) shall ultimately be dedicated to the County for its ownership and maintenance.

i. **Right-of-way.** Prior to issuance of a land development permit ("LDP") for Phase 1A, the Developer shall convey the following rights-of-way without compensation, as more specifically set forth in the Preliminary Plan:

- **13th Street Southwest:**
 - Thirty feet (30') of canal ROW for approximately two hundred and seventy-two (272) feet of the Project's western 13th Street Southwest frontage to The Indian River Farms Water Control District ("IRFWCD"),

- Conveyance to the County of approximately 0.94 acres of ROW for the realignment of 13th Street Southwest at the intersection of 13th Street Southwest and 43rd Avenue Southwest, as previously approved by the County through the approvals for the Indrio Pointe PD (PD-23-04-02/94101).
- **17th Street Southwest:**
 - One hundred feet (100') of ROW for the entire span of the Project's 17th Street Southwest frontage to the County.
- **43rd Avenue Southwest:**
 - Fifty feet (50') of ROW of the entire Project's 43rd Avenue Southwest frontage to the County.

Developer shall be responsible for any prorated taxes due on the ROW at time of dedication if any

ii. **Road Improvements.** The Project's traffic impact study ("TIS") has been reviewed and approved by County staff, which have required that the following improvements be constructed along with Phases 1B or 2, as appropriate. The final design of the following off-site road improvements will be reviewed in accordance with the requirements of the LDP for each respective Phase and must be completed prior to issuance of a certificate of completion for such Phase.

- a) Phase 1B shall include the following improvements:
 - (i) Westbound left turn lane on 13th Street Southwest into the Project's entrance, and
 - (ii) Southbound right turn lane on 43rd Avenue Southwest at 13th Street Southwest, and
 - (iii) Northbound left turn lane on 43rd Avenue Southwest at 13th Street Southwest.
 - (iv) An eastbound left and right turn lane on 13th St SW at 43rd Ave during Phase 1B.
- b) Phase 2 shall include the following improvements:
 - (v) Paving and drainage improvements on 17th Street Southwest along the Project site's entire frontage, and
 - (vi) Eastbound left and right turn lane on 17th Street Southwest at 43rd Avenue Southwest.

iii. **Payment of Fair Share for 17th Bridge.** Prior to issuance of an LDP for Phase 1A, the Developer shall contribute its fair share of three and seven tenths' percent (3.7%) of the cost of funding the future 17th Street Southwest bridge crossing the cost of which is estimated

on the Preliminary Opinion of Probable Costs for the Indrio Pointe Bridge, attached hereto as **Exhibit “D”** and by this reference incorporated herein. This payment shall be made to Indian River County Board of County Commissioners and payment shall be coordinated with the Public Works Director.

iv. **Sidewalks.** The Developer shall provide the following sidewalks as part of the Project:

a) **External sidewalks.** An eight-foot (8') wide sidewalk shall be constructed along the north side of 17th Street Southwest and the west side of 43rd Avenue Southwest, for the projects entire frontage abutting those roads. The final design of these sidewalks will be reviewed via the LDP for each respective project phase and must be completed prior to issuance of a certificate of completion for each respective project phase. (see prelim approval pg. 4. paragraph 12. B.)

b) **Internal sidewalks.** A five-foot (5') wide internal sidewalk system shall be constructed along one side of the Project's internal streets.

All sidewalks located within the Project shall be designed and constructed in segments, according to the percentage or amount of the sidewalks that are located within the bounds of each Phase. Each such segment shall be 1.) designed and constructed to County standards (including, without limitation, LDR 913.09(5)(b)2), 2.) subject to receipt of all required governmental approvals, 3.) turned over to and maintained by a homeowner's association (a "HOA"), 4.) included in the LDP for each Phase, 5.) constructed along with the construction of improvements within each Phase, and 6.) completed prior to the issuance of a certificate of completion for each Phase.

v. **Streetlights.** Streetlights to be located within the bounds of each Phase will be 1.) specified in the LDP for each Phase, 2.) constructed along with the improvements within that Phase, 3.) turned over to and maintained by an HOA and 4.) completed prior to issuance of a certificate of completion for such Phase.

vi. **Common Green Space and/or Recreation Area.** The Developer shall provide eight and forty-six one hundredth (8.46) acres, which is eleven percent (11%) of the site as dedicated common green space and/or recreation area (the "**Greenspace**"). The Greenspace will be composed of a clubhouse/amenity tract, several passive recreation/open space tracts, and the native uplands set-aside tract. County staff has verified that the Greenspace will satisfy the County's green space/recreation area requirements with respect to the Project. The portion of the Greenspace located within the bounds of each Phase will be 1.) reviewed via the LDP for each Phase, 2.) included in the construction of the improvements within that Phase, and 3.) completed prior to issuance of a certificate of completion for such Phase.

D. Landscaping.

The landscaping for the Project will be as depicted on the Preliminary Plan to the extent possible. The Developer acknowledges that all landscaping must be completed in accordance with the applicable provisions of the LDR. Developer must obtain Planning staff approval of a final landscape and buffer plan prior to issuance of a LDP for each Phase of the Project.

E. Wetlands.

County Environmental Planning staff has determined that no jurisdictional wetlands exist on the subject site. Therefore, no wetlands criteria apply to the Project.

F. Upland Preserves.

Because the Property exceeds five (5) acres, the County's native upland set aside criteria apply to the Project. Approximately seven and thirty-six hundredths (7.36) acres of intact native upland plant communities exist on the Property, and the Project's set aside requirement is one and one tenths (1.10) acres (15% of 7.36 acres). The applicant is proposing to set-aside one and fifty-five one hundredths (1.55) acres of on-site native uplands in a single preservation tract located in the center of the overall Property. The applicant must dedicate a conservation easement in favor of the County over the 1.55 acres of on-site native uplands independently of and prior to the recording of the final plat, ensuring that the conservation easement can be shown on the plat with a reference by book and page.

G. Tree Preservation.

Most of the Project site is a former citrus grove and/or tree farm. Therefore, besides the uplands set aside area and the vegetated area around the future community clubhouse, the Project site does not contain any protected or specimen trees.

H. Utility Services.

The Developer will supply adequate public utility facilities and infrastructure to serve the Project concurrent with the impact creating the need for such services, including, but not limited to, potable water distribution, wastewater collection and solid waste disposal. The Developer will work with all necessary governmental entities, including Indian River County, to ensure that utilization of the constructed utility system will not adversely impact those utility customers adjacent to the Project. The Developer must obtain all necessary governmental approvals and permits prior to utilization of any potable water or wastewater collection utility system constructed by Developer.

i. Potable Water Distribution and Wastewater Collection.

The Project will be served by public water and sewer service provided by County Utility Services. The Developer will construct or cause to be constructed all necessary potable and wastewater service infrastructure within the Project. During the development review process, the Department of Utility Services required the Developer to upsize the water and wastewater service lines that will serve the Project per the recommendation of the County's Master Utility Plan. In lieu of a monetary reimbursement from the County, the Developer proposed this as a public benefit

to other development projects located "downstream" of the Project, and the County agreed. Therefore, the Developer will increase the size of the water main from 8" to 12" for 2,654 feet along 43rd Avenue and the size of the sewer force main from 4" to 6" for 3,934 feet along 43rd Avenue at no additional cost to the County. Upon completion all utility lines shall be turned over to and accepted by the County pursuant to applicable County Code Requirements. Water service and wastewater collection service shall be available to each area of the Project in adequate volume prior to construction of each phase of development.

ii. **Solid Waste Disposal.**

There are no improvements required for the Project.

I. **Stormwater Treatment Facilities.**

The stormwater treatment facilities for the Project will be constructed as depicted on the Preliminary Plan and as approved by the County. All stormwater runoff and drainage system improvements within the Project will be: (1) designed and constructed to County standards; (2) treated to minimum applicable St. Johns Florida Water Management District water quality standards; (3) constructed or caused to be constructed by the Developer; and (4) maintained by a HOA. The County will not be responsible for any construction or maintenance costs associated with the stormwater drainage system within the Project. The system will be designed and constructed so that there will be no outflow onto adjacent properties unless otherwise approved by the County and other regulatory authorities and will be designed to protect adjacent surface waters by use of best management practices and other innovative techniques.

The Project's conceptual stormwater management system includes a modified Miami curb street design and four (4) separate wet stormwater management tracts to manage runoff generated from the Project. The Project's stormwater system will also accept runoff generated by the Project's off-site improvements. The Public Works Department has approved the conceptual stormwater management plan and will review the detailed stormwater management plan with the LDP for each respective Project Phase.

J. **Impact Fees and Credits.**

Only those contributions by Developer that are NOT public benefits that were given in exchange for approval of the PD Application by the Planning and Zoning Commission and the Board of County Commissioners shall be given impact fee credits at the rates currently in effect at the time of execution of this document, and consistent with the requirement for credit to be applied on a dollar-for-dollar basis at fair market value pursuant to Florida Statute Section 163.31801(5)(a).

K. **Concurrency.**

As required under the County's concurrency regulations, the applicant has applied for and obtained a conditional concurrency certificate for the Project. The concurrency certificate was issued based upon a concurrency analysis and a determination that adequate capacity is available to serve the Project. The applicant will be required to obtain final concurrency certificates prior to issuance of building permits, in accordance with County concurrency regulations.

L. Other Conditions of Preliminary Plan Approval.

Unless otherwise provided in this Agreement, Developer shall comply with all conditions of approval set forth in the resolution granting the LDP for each phase, which conditions are incorporated herein by reference.

Section 4. Indian River County Development Approvals.

All development permits approved or requiring approval by the County for development of the Property shall be issued by the County in accordance with County regulations, including but not limited to, the Comprehensive Plan, the LDRs, and the County Code of Ordinances. The parties agree that this Agreement and the Preliminary Plan as approved by the County will control and establish the density, intensity, bulk, height, setbacks, and the land uses and structures allowed to be developed on the Property under this Agreement. For all elements of the Project that are not specified herein or for all future adjustments or modifications, the parties agree that such County regulations that are in existence and effect on the date of the execution of this Agreement shall control and establish same. The Developer acknowledges that, notwithstanding this Agreement, the Developer shall be required to apply to the County for any additional development approvals other than those specified herein, including changing the zoning designation, site plan review or subdivision plat approval, and shall be required to conform to all other ordinances in effect at the time of said application that govern, including but without limitation, environmental protection, trees, signage, traffic, utilities, concurrency, stormwater, and drainage. Developer will pay all required fees and costs imposed by the County including impact fees as set by local code in existence at the time of development approval. All applications for building permits shall comply with the building code in effect at the time of application. Notwithstanding anything to the contrary contained herein, the Preliminary Plan, as the same may be amended pursuant to the terms hereof, and the Certificate of Capacity shall not expire so long as a building permit is issued for the Project within the term of this Agreement or as provided by the Indian River County Code of Ordinances.

Section 5. Other Development Approvals.

The Developer acknowledges and agrees that it may need permits and authorizations from other state and federal agencies which are outside the scope of this Agreement. In the event that any state or federal law is enacted after the execution of this Agreement that is applicable to and precludes the parties from complying with the terms of this Agreement, then this Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal law.

Section 6. Consistency With Comprehensive Plan and Land Development Code.

A. Reservation of Dedication of Land for Public Purposes.

The parties acknowledge that the Developer is making the certain dedications of land and improvements for public purposes as described herein and in the Preliminary Plan. The parties agree that consideration for the above dedications has been given by the County in the form of waivers or incentives requested by the Developer for approval of their PD project.

B. Local Development Permits.

The following is a list of approvals required for the development of the land:

- i. There is no requirement to modify the current Future Land Use designations of Low-Density Residential-1 (L-1, 3 du/a) and Agriculture-1 (AG-1, up to 5 du/a).
- ii. There is no requirement to modify the zoning classification, as the PD has been approved as an overlay pursuant to §915.04(1)(B) of the Indian River County Code, which permits the density of the underlying Future Land Use Designation.
- iii. Prior to issuance of an Indian River County Land Clearing and Tree Removal Permit or Exemption, the Agreement shall be executed by the Chair of the County Commission and Recorded in the Public Records of Indian River County.
- iv. Prior to construction Developer shall attain the following permits:
 - 1) Preliminary Planned Development Approval, LDR 915.25
 - 2) Land Development Permit, LDR 915.26
 - 3) Type B Stormwater Permit, LDR 930
 - 4) Right-of-Way Permit(s), LDR 312
- v. Prior to issuance of a certificate of occupancy, Developer shall obtain a final approved planned development plan in accordance with LDR 915.27 encompassing Chapters 913, 914 and 915 of the LDR.
- vi. Any modifications to the approved Preliminary Plan shall be processed and approved in accordance with LDR 915.28 encompassing Chapter 913, 914 and 915 of the LDRs. All requirements of the Preliminary Plan, as the same may be amended, shall be satisfied before commencement of development activity.

C. Consistency with Comprehensive Plan.

The County finds that the development permitted or proposed in this Agreement is consistent with the Indian River County Comprehensive Plan.

D. Consistency with Land Development Code.

The County finds that the development permitted or proposed in this Agreement is consistent with the Indian River County Land Development Code and Indian River County Code of Ordinances.

E. No Precedent from Agreement.

The County acknowledges and agrees that it is exercising its sound discretion in this instance by entering into this Agreement to achieve mutual benefits that are particular and unique to the circumstances underlying this Agreement. This Agreement shall in no way establish a precedent or bind the County to grant similar approvals to third persons.

F. Compliance with Laws Not Identified in Agreement.

The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, terms, conditions, or restrictions. Any matter or thing required to be done under existing ordinance of the County shall not be otherwise amended, modified or waived unless such amendment, waiver, or modification is expressly provided for in this Agreement with specific reference to the code provisions so amended, modified, or waived.

G. Applicable Laws and Subsequently enacted Laws

The local government's laws and policies governing the development of the land at the time of the execution of the development agreement shall govern the development of the land for the duration of the development agreement.

If state or federal laws are enacted after the execution of a development agreement which are applicable to and preclude the parties' compliance with the terms of a development agreement, such agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws.

A local government may apply subsequently adopted laws and policies to a development that is subject to a development agreement only if the local government has held a public hearing and determined:

- (a) They are not in conflict with the laws and policies governing the development agreement and do not prevent development of the land uses, intensities, or densities in the development agreement;
- (b) They are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to a development agreement;
- (c) They are specifically anticipated and provided for in the development agreement;
- (d) The local government demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of the development agreement; or
- (e) The development agreement is based on substantially inaccurate information supplied by the developer.

Nothing in this section shall be deemed to abrogate any rights of the Developer or the County that may vest pursuant to common law.

H. Conditions Necessary to Protect Health, Safety, and Welfare.

The conditions stated herein are deemed necessary to protect health, safety and welfare of the citizens of Indian River County.

Section 7. Annual Review.

In accordance with the requirements of Section 163.3220, Florida Statutes (hereinafter referred to as the "Act") the County shall review this Agreement every twelve (12) months (each, an "Annual Review"), commencing twelve (12) months after the Effective Date. The County shall begin the review process by giving notice, a minimum of ninety (90) days prior to the anniversary date for the Effective Date, to the Developer of its intention to undertake the Annual Review and the necessity for the Developer to provide the following:

- A. An identification of any changes in the plan of development as contained in the Preliminary Plan, or in any phasing for the reporting year and for the next year.
- B. If the Preliminary Plan provides for phasing, a summary comparison of development activity (1) proposed to be constructed and (2) constructed for the year.
- C. Identification of undeveloped tracts of land that have been sold to a separate entity or Developer along with their last known address and any contact information.
- D. An assessment of the Developer's compliance with each condition of approval set forth in this Agreement.
- E. Identification of significant local, state and federal permits which have been obtained or which are pending by agency, type of permit, permit number and purpose of each.
- F. Description of progress on required improvements for each phase.

Any information required of Developer during an annual review shall be limited to that necessary to determine the extent to which the Developer is proceeding in good faith to comply with the terms of this Agreement. If the County finds substantial competent evidence that there has been a failure to comply with the terms of the Agreement, the County may revoke or modify the terms of this Agreement in accordance with the procedures set forth in Section 8 below.

Section 8. Remedies.

If the Developer or the County fails to carry out any of its covenants herein contained, the County and the Developer shall be entitled to all remedies available at law or in equity including, without limitations, the remedy of prohibitive injunction.

The Board may revoke or modify this Agreement if the Board determines through its annual review of this Agreement, and based upon substantial competent evidence, that the terms and conditions of this Agreement, including all amendments or extensions thereto, have not been complied with. Prior to any revocation or modification of this Agreement, the Board shall hold two public hearings consistent with the Act. At the public hearings, the Developer will be given an opportunity to rebut the determination that the requirements of this Agreement, or any

amendments thereto, have not been complied with. If the Board determines that revocation of this Agreement is not necessary, the Board may amend the terms of this Agreement to provide for any reasonable condition necessary to assure compliance with the requirements of this Agreement, and any extensions or amendments thereto. The provisions requiring Board approval of any change in the Preliminary Plan shall survive the revocation of this Agreement.

In the event the Board or the Developer is required to seek enforcement of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party all costs of such action, including but not limited to reasonable attorney's fees.

None of these remedies shall be deemed exclusive of one another, or exclusive of any other remedy which the Court having jurisdiction deems appropriate. Such remedies shall be granted either singularly, or in combination, to the extent necessary to achieve the intent of this Agreement.

Section 9. General Provisions.

A. Nothing herein is intended to preclude the County from exercising its proper police powers to protect the health, welfare, and safety of the public.

B. This Agreement shall be binding upon, and inure to the benefit of, all heirs, successors and assigns of the parties hereto.

C. Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been given, delivered and received when either (i) delivered in person to the agents designated hereinbelow for that purpose, (ii) on the first business day after delivery to an overnight courier (e.g. FedEx, UPS) as evidenced by the sender's copy, addressed as set forth hereinbelow, or (iii) three (3) days after deposited in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the other party. The addresses of the parties are as follows:

As to the Developer: Pulte Home Company, LLC
Attn: Patrick Gonzalez
1475 Centrepark Blvd, Suite 140,
West Palm Beach, FL 33401

With a Copy to: Logan Wellmeier, Esq.
Dean, Mead, Minton & Moore.
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947

As to the County: Indian River County Board of County
Commissioners
Attn: County Administrator
1801 27th Street
Vero Beach, Florida 32960

And a copy to: Indian River County Attorneys' Office

Attn: County Attorney
1801 27th Street
Vero Beach, Florida 32960

Notice sent to counsel for either party hereto, in the manner of delivery provided for herein, shall be effective as notice to such party. Any party hereto may, from time to time, give to the other party written notice, in the manner provided for herein, of some other address to which communications to such party shall be sent, in which event, notices to such party shall be personally delivered or sent in the manner set forth hereinabove to such address. If a party is represented by legal counsel, such legal counsel is authorized to give notice or make deliveries under this Agreement directly to the other party on behalf of his or her client, and the same shall be deemed proper notice or delivery if given or made in the manner specified above.

D. This Agreement constitutes the complete and exclusive statement of agreement between the parties with respect to the subject matter described. This Agreement also supersedes all prior written and oral statements; no representation, statement, condition, or warranty not contained in this Agreement has any force or effect.

E. This Agreement and the rights of the parties hereunder are governed by, interpreted, and enforced in accordance with the laws of the State of Florida. Exclusive venue for any legal action brought to enforce or interpret this Agreement shall be in the Circuit Court for the Nineteenth Judicial Circuit, in and for Indian River County, Florida.

F. Common nouns and pronouns refer to the singular and plural. Any reference to statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned.

G. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

H. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision is fully severable. Upon such event, this Agreement is to be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect. If any portion of this Agreement adopted pursuant to Chapter 163, Florida Statutes, is held or declared to be void by a court of competent jurisdiction, the Agreement shall be deemed to be and enforceable as a home rule developer agreement in accordance with Florida law.

I. This Agreement is made solely and specifically among and for the benefit of the parties hereto and their respective successors and assigns; no other person has or will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

J. This Agreement shall be recorded in the Public Records of Indian River County, Florida by the Developer within fourteen (14) days of its final execution by the Chair of the County Commission. This Agreement may be amended only by a subsequent written instrument entered into and executed by the parties pursuant to the procedures and requirements of the Act.

K. This Agreement may be amended or cancelled by mutual consent of the parties. Prior to amending this Agreement, the Board shall hold two (2) public hearings consistent with the requirements of the Act. No further development permits that would result in the generation of any additional impacts affecting concurrency level of service will be issued until a final development order has been issued. Any application for a final development order, except for a modification to an existing building, structure, or site facility that does not require a new concurrency review, will be subject to all applicable standards and regulations in effect at the time the application is filed. Any application for final development order, for a modification to a building, structure, or site facility built or constructed in accord with the terms of this Agreement shall be subject to any applicable Indian River County construction standard or code in effect at the time the application is filed. All applications for building permits shall comply with the building code in effect at the time of application.

L. This Agreement shall be construed as the joint and equal work product of the parties and shall not be construed more or less favorably on account of its preparation.

M. Failure to insist upon strict compliance with any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times. Further, the fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the development contemplated by this Agreement shall not relieve any party, or its successors in interest, of the obligation to comply with the law governing such permit requirements, conditions, terms, and restrictions.

N. All words, terms, and conditions contained herein are to be read in concert each and with the other, and a provision contained under one paragraph may be considered to be equally applicable under another in the interpretation of this Agreement.

O. Nothing in this Agreement shall be deemed or construed to be a waiver of the County's Statutory Sovereign immunity.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the parties have signed and delivered this Agreement, effective as of the Effective Date.

Signed in the presence of:

Witness 1:

Signature: 

Print Name: ANISSA CROGHAN

Address: 1475 Centrepark Blvd, Suite 140
West Palm Beach, FL 33401

Witness 2:

Signature: 

Print Name: Alberto Mercado

Address: 1475 Centrepark Blvd, Suite 140
West Palm Beach, FL 33401

DEVELOPER:

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By: 

Print Name: Patrick Gonzalez

Its: Vice President of Land Development

Date: 10/7/2025

STATE OF FLORIDA

COUNTY OF PALM BEACH

The forgoing instrument was acknowledged before me by means of ☒ physical presence or ___ online notarization, this 7th day of October 2025, by PATRICK GONZALEZ the President of Pulte Home Company, LLC, a Michigan limited liability company, who is ☒ personally known to me or ___ who have produced VICE PRESIDENT OF LAND DEVELOPMENT as identification.

(Notary Seal)

Notary Public

My Commission Expires: 4/25/2028


Printed Name: Anita Hernandez



THE COUNTY:

INDIAN RIVER COUNTY Board of
County Commissioners, a political
subdivision of the State of Florida

BCC Approved: _____

Joseph E. Flescher, Chairman

Date: _____

Approved by:

ATTEST: _____

**Ryan L. Butler, Clerk of the Circuit Court
and Comptroller**

John A. Titkanich, Jr. County Administrator

Print Name: _____

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

J. Prado, Esq., Deputy County Attorney

Exhibit "A"
The Property

Parcel 1:

The West half of Tract 16 of Section 28, Township 33 South, Range 39 East, according to the last general plat of lands of Indian River Farms Company, filed in the Public Records of St. Lucie County, Florida, and recorded in Plat Book 2, Page 25. of said records; said lands now lying and being in Indian River County Florida.

Parcel 2:

The North 1/2 of the East 1/2 of Tract 16, Section 28, Township 33 South, Range 39 East, according to the last general plat of lands of the Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, in Plat Book 2, Page 25; said lands now lying and being in Indian River County, Florida. Less and except road right of ways of record.

Parcel 3:

The South 1/2 of the East 1/2 of Tract 16, Section 28, Township 33 South, Range 39 East, according to the last general plat of lands of the Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, in Plat Book 2, Page 25; said lands now lying and being in Indian River County, Florida. Less and except road right of ways of record.

Parcel 4:

The South 675.00 feet of the West 1/2 of Tract 9, Section 28, Township 33 South, Range 39 East, according to the last general plat of lands of the Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, in Plat Book 2, Page 25; said lands now lying and being in Indian River County, Florida.

Parcel 5:

The East 1/2 of Tract 9, Section 28, Township 33 South, Range 39 East, according to the last general plat of lands of the Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, in Plat Book 2, Page 25; said lands now lying and being in Indian River County, Florida. Less and except road right of ways of record.

Parcel 6:

The West 1/2 of Tract 9, Section 28, Township 33 South, Range 39 East, according to the last general plat of lands of the Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, in Plat Book 2, Page 25; said lands now lying and being in Indian River County, Florida. Less and except the South 675.00 feet thereof.

Parcel 7:

The North 771.50 feet of the East 272.00 feet of Tract 10, Section 28, Township 33 South, Range 39 East, according to the last general plat of lands of the Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, in Plat Book 2, Page 25; said lands now lying and being in Indian River County, Florida.

Exhibit "B" **Preliminary Plan**

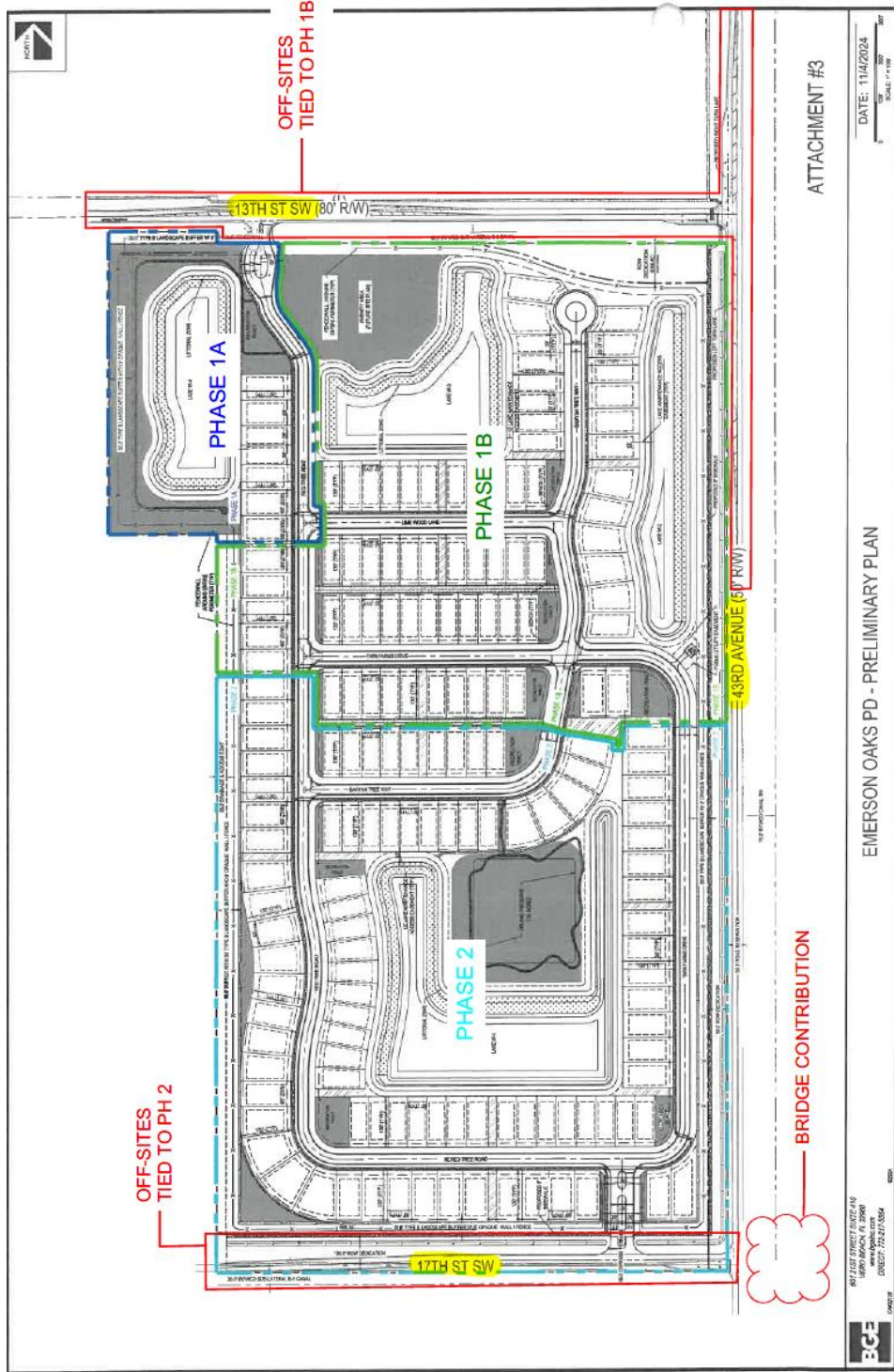


Exhibit “C”
Design Standards

Development Parameter	A-1 Minimum Standards	RS-3 Minimum Standards	Proposed PD Standards	
Lot Width	150'	80'	65'	50'
Lot Size	200,000 SF	12,000 SF	8,450 SF	6,500 SF
Building Setbacks:				
Front	30'	25'	20'	20'
Side	30'	15'	7.5'	5'
Rear	30'	25'	15'	15'
Pools (water line):				
Front	30'	25'	20'	20'
Side	30'	15'	10'	7.5'
Rear	10'	10'	6'	6'
Pool decks, decks, or screen enclosures:				
Front	30'	25'	15'	15'
Side	30'	15'	7.5'	5'
Rear	10'	10'	5'	5'
Accessory structures (e.g. sheds, pergolas)				
Front	30'	25'	15'	15'
Side	30'	15'	5'	5'
Rear	30'	25'	5'	5'
Maximum Building Coverage	20%	30%	50%	50%
Minimum Open Space Per Lot	60%	40%	20%	20%

Exhibit “D” Opinion of Costs



PROJECT: Indrio Pointe Bridge (3.7% COST SHARE FOR EMERSON OAKS)

CLIENT: Pulte Home Company, LLC

Date: 2025/06/11

PRELIMINARY OPINION OF PROBABLE COSTS INDRIO POINT BRIDGE

The Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Engineer at this time and represent only the Engineer's judgement as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinion of probable costs.

NOTES:

1. THIS OPC IS NOT BASED OFF OF A CONCEPTUAL PLAN AND IS PRELIMINARY IN NATURE.
2. THIS PRELIMINARY OPC ASSUMES A STANDARD 2-LANE VEHICULAR BRIDGE OF ~100' TOTAL SPAN LENGTH CROSSING THE IRFWCD CANAL ON THE EAST SIDE OF 43RD AVE SW ADJACENT TO THE INTERSECTION OF 13TH AVE SW AND 43RD AVE SW IN INDIAN RIVER COUNTY

DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	PROJECT COST
BRIDGE PAY ITEMS				
MOBILIZATION / DEMOBILIZATION	LS	1	\$100,000.00	\$100,000.00
MAINTENANCE OF TRAFFIC	LS	1	\$25,000.00	\$25,000.00
PREVENTION, CONTROL, & ABATEMENT OR EROSION & WATER POLLUTION	LS	1	\$30,000.00	\$30,000.00
CONSTRUCTION LAYOUT / RECORD DRAWING	LS	1	\$15,000.00	\$15,000.00
STANDARD CLEARING & GRUBBING	LS	1	\$25,000.00	\$25,000.00
REGULAR EXCAVATION	LS	1	\$15,000.00	\$15,000.00
EMBANKMENT	LS	1	\$15,000.00	\$15,000.00
RIPRAP	CY	250	\$415.00	\$103,750.00
UTILITY PIPE (F&I)(PVC)(WATER MAIN)	LF	100	\$150.00	\$15,000.00
UTILITY PIPE (F&I)(PVC)(SEWER MAIN)	LF	100	\$150.00	\$15,000.00
CONCRETE CLASS 2 APPROACH SLABS	CY	12	\$750.00	\$9,000.00
CONCRETE CLASS 4 BRIDGE SUBSTRUCTURE	CY	45	\$1,600.00	\$72,000.00
CONCRETE CLASS 4 CAST IN PLACE TOPPING WITH SHRINKAGE REDUCING ADMIXTURE	CY	60	\$1,600.00	\$96,000.00
PLAIN NEOPRENE BEARING PADS	CF	5	\$1,100.00	\$5,500.00
PENETRANT SEALER	GA	50	\$80.00	\$4,000.00
CLEANING AND SEALING CONCRETE SURFACES - PENETRANT SEALER OR METHACRYLATES	SF	2500	\$2.00	\$5,000.00
REINFORCING STEEL - BRIDGE SUPERSTRUCTURE	LB	12000	\$3.25	\$39,000.00
REINFORCING STEEL - APPROACH SLABS	LB	2500	\$3.25	\$8,125.00
STAINLESS REINFORCING STEEL - SUBSTRUCTURE	LB	4000	\$8.25	\$33,000.00
PRESTRESSED BEAM: FLORIDA SLAB BEAM - BEAM DEPTH 12" CARBON STEEL WIDTH 48-51"	LF	500	\$350.00	\$175,000.00
PRESTRESSED CONCRETE PILING, INCLUDES 100% DYNAMIC TESTING, SIZE 18" SQ W/ FRP OR STAINLESS STEEL STRANDS AND REINFORCING	LF	950	\$240.00	\$228,000.00
BRIDGE DECK EXPANSION JOINT - NEW CONSTRUCTION - F&I POURED JOINT W/ BACKER ROD	LF	75	\$95.00	\$7,125.00
BULLET RAIL - SINGLE RAIL	LF	250	\$45.00	\$11,250.00
CONCRETE TRAFFIC RAILING - BRIDGE - 32" VERTICAL FACE	LF	300	\$182.00	\$54,600.00
CONDUIT - FURNISH & INSTALL - EMBEDDED CONCRETE BARRIERS AND TRAFFIC RAILINGS	LF	650	\$15.00	\$9,750.00
JUNCTION BOX - FURNISH & INSTALL - EMBEDDED	EA	4	\$800.00	\$3,200.00
				\$0.00
BRIDGE SUB - TOTAL =				\$1,119,300.00
CONTINGENCY (30%)				\$335,790.00
TOTAL =				\$1,455,090.00
3.7% OF TOTAL COST TO BE PAID BY PULTE				\$53,838.33