

**DEVELOPER'S AGREEMENT BETWEEN  
INDIAN RIVER COUNTY  
AND  
FLORIDA POWER & LIGHT COMPANY**

THIS DEVELOPER'S AGREEMENT ("Agreement") is made and entered into this 30<sup>th</sup> day of November, 2020, by and between **INDIAN RIVER COUNTY, FLORIDA**, a political subdivision of the State of Florida, 1801 27<sup>th</sup> Street, Vero Beach, FL 32960 ("County") and **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, 700 Universe Boulevard, Juno Beach, FL 33408 ("Developer").

**WITNESSETH:**

WHEREAS, Developer proposes to develop a service center at 1575 98<sup>th</sup> Avenue in Indian River County, Florida, to be known as the FPL Indian River Service Center, ("Service Center") on real property legally described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

WHEREAS, the County and the Developer share mutual goals and have determined that they can assist each other with respect to certain roadway, intersection, and drainage improvements described herein and required as a condition of the Service Center approval; and

WHEREAS, the County and the Developer desire to enter into this Agreement to set forth the terms and conditions to which they have agreed with respect to the matters contained herein.

NOW, THEREFORE, for and in consideration of these premises, Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Developer do hereby covenant, stipulate, and agree as follows:

1. Recitals: The foregoing recitals are incorporated as if fully restated herein.
2. Roadway and Intersection Improvements: Developer shall reconstruct 98<sup>th</sup> Avenue from 16<sup>th</sup> Street to State Road 60, as a two lane paved street complete with signage, shoulders and striping in accordance with the approved plans developed by Kimley Horn and Associates, entitled "Indian River Service Center 98<sup>th</sup> Avenue & 16<sup>th</sup> Street; Project Number: 147088006" and said plans are incorporated by reference herein to this Agreement. County acknowledges that the contributions above satisfy the Developer's entire obligation with respect to off-site improvements through build-out of the Service Center, except to the extent that additional property or units may be added to the Service Center. The County shall not withhold any approval or permit, nor shall it deny concurrency, because of the condition or state of any intersection in the County as long as the Developer is in compliance with this Developer's Agreement.

3. 98<sup>th</sup> Avenue and 16<sup>th</sup> Street Right-of-way Dedication: The County acknowledges that the Developer has previously dedicated land to the County for future widening of 98<sup>th</sup> Avenue and 16<sup>th</sup> Street.
4. County Contribution: Upon final approval, which said approval will not be unreasonably withheld, of all roadway construction and acceptance of a bill of sale for drainage improvements constructed by Developer (including as-built plans), the County shall compensate the Developer for the design, engineering and construction of these improvements, not to exceed \$378,689.52, as depicted on the Engineer's Cost Estimate dated October 22, 2020 and as amended through construction change orders for changes in work and costs shared with County, attached to this Agreement as Exhibit "B". Payment shall be remitted to the Developer within thirty (30) days after receipt of the signed bill of sale.
5. DOT Compliance: All road construction by the Developer pursuant to this Agreement shall be in compliance with Florida Department of Transportation standards.
6. Miscellaneous:
  - A. No amendment, modification, change, or alteration of this Agreement shall be valid or binding unless accomplished in writing and executed by all of the parties hereto.
  - B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, and assigns.
  - C. This Agreement contains the entire agreement and understanding between the parties. No representation, statement, recital, undertaking, or promise not specifically set forth herein shall be binding on any parties hereto. This Agreement shall not be effective unless signed by the Developer and the County.
  - D. The obligations of the Developer to this Agreement are expressly conditioned upon the Developer's decision, at the Developer's sole discretion, to proceed with the development of the Service Center.
  - E. No Building Permit, Certificate of Completion, or Certificate of Occupancy shall be withheld or delayed by the County for the Service Center or any portion thereof, nor shall the County delay or withhold any other required permits, provided that the Developer is in compliance with this Agreement, all applicable laws and regulations.
  - F. Except as described herein, and in the plans submitted by the Developer and approved by the County, the County shall not require the Developer to



construct, contribute to, or share in the costs of any off-site improvements other than the payment of concurrency fees, which said fees have been paid to the County.

- G. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Florida. Venue hereunder shall lie in Indian River County, Florida. Time shall be of the essence. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.
- H. This Agreement shall be deemed prepared jointly by each of the parties hereto and shall be construed on parity as between the parties. There shall be no canon of construction for or against any party by reason of the physical preparation of this Agreement.
- I. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural; and the masculine, feminine, and neuter genders shall each include the others.
- J. The County and the Developer shall grant such further assurances and provide such additional documents as may be reasonably required by one another from time to time, and cooperate fully with one another in order to carry out the terms and conditions hereof and comply with the express intention of this Agreement.
- K. 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.
- L. All words, terms, and conditions contained herein are to be read in concert each 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.
- M. The words herein and hereof and words of similar import, without referenced to any particular section or subdivision of this Agreement, refer to this Agreement as a whole rather than to any particular section or subdivision hereof.
- N. In the event any term, conditions, or clause of this Agreement is declared to be illegal or unenforceable by a court of competent jurisdiction, such

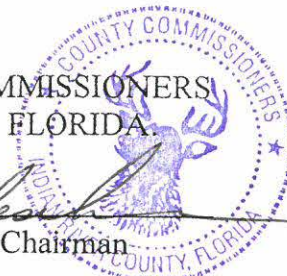
declaration of illegality or unenforceability shall not affect or alter the legality or enforceability of any remaining term, condition, or clause hereof, provided of the parties, as set forth in this Agreement.

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

BOARD OF COUNTY COMMISSIONERS  
INDIAN RIVER COUNTY, FLORIDA

By:

Joseph E. Flescher, Chairman



Approved by:

Jason E. Brown, County Administrator

BCC Approved: 11-10-2020

Approved as to Form and Legal Sufficiency

William K. DeBraal, Deputy County Attorney

Attest: Jeffery R. Smith, Clerk of Court  
and Comptroller

By:

Deputy Clerk

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

Signed, sealed and delivered  
in the presence of:

*Jan M. Rosenthal*

Witness Signature

Printed Name: Jan M. Rosenthal

*Benny O. Wilkinson*

Witness Signature

Printed Name: Benny O. Wilkinson

FLORIDA POWER & LIGHT COMPANY  
a Florida Corporation

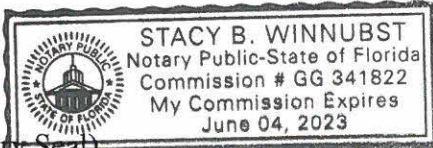
By: *Matthew Barrows*

Printed Name: Mathew Barrows

Title: Senior Director, Corporate Real Estate

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or  
online notarization this 17<sup>th</sup> day of November, 2020, by Matthew Barrows, as  
Senior Director, Corp Real Estate of FLORIDA POWER & LIGHT COMPANY, a  
Florida CORPORATION, on behalf of the corporation, who is personally known to me or who  
has produced \_\_\_\_\_ as identification.



(Notary Seal)

*Stacy B. Winnubst*

Print Name:

Stacy B. Winnubst

Notary Public

My Commission Expires:



# EXHIBIT A Sketch and legal Description of FPL Service Center

## DESCRIPTION:

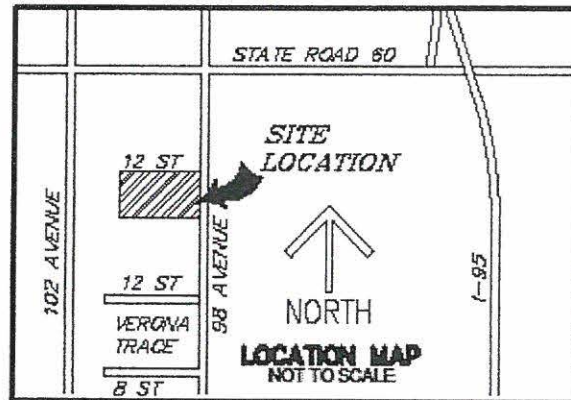
## EXHIBIT "A"

TRACT 1, SECTION 9, TOWNSHIP 33 SOUTH, RANGE 38 EAST, ACCORDING TO LAST GENERAL PLAT OF LANDS OF INDIAN RIVER FARMS COMPANY RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID LAND LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA, LESS CANALS, DITCHES AND RIGHTS-OF-WAY.

LESS AND EXCEPT THE NORTH 50 FEET AND THE EAST 90 FEET THEREOF.

CONTAINING 36.667 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

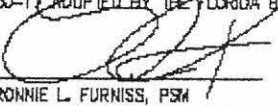


## NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS ARE RELATIVE TO A GRID BEARING OF N.00°20'22"E. ALONG THE EAST LINE OF SECTION 9, TOWNSHIP 33 SOUTH, RANGE 38 EAST, INDIAN RIVER COUNTY FLORIDA. BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (90/98 ADJUSTMENT).
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

## CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON SEPTEMBER 11, 2020. I FURTHER CERTIFY THAT THE SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

  
RONNIE L. FURNISS, PSM  
PROFESSIONAL SURVEYOR AND  
MAPPER #8272  
STATE OF FLORIDA - LB #3391

SHEET 1 OF 2



**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561) 392-1991 / FAX (561) 750-1452

INDIAN RIVER SERVICE CENTER  
SKETCH OF DESCRIPTION

DATE	09/11/2020
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	8484

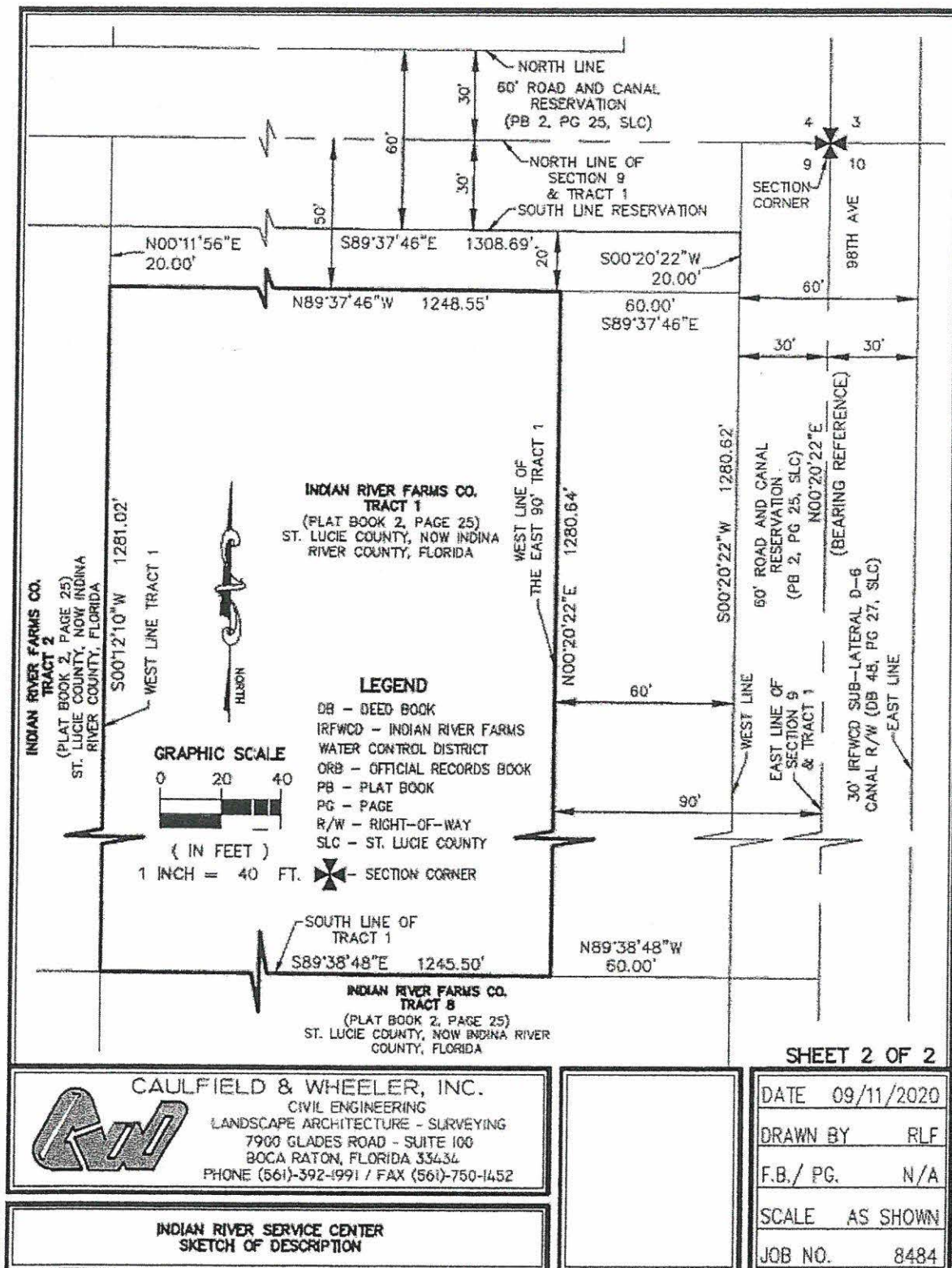


EXHIBIT "B"  
Engineer's Cost Estimate



**ENGINEERS COST ESTIMATE**  
**FPL Indian River Service Center**  
**Project Description: 98th Avenue and 16th Street Improvements**  
**Date: 10/22/2020**

Pay Item Number	Pay Item Description	FPL Funds				Indian River County Funds				Total Quantity	Total Engineer's Cost
		Quantity	Unit	Engineer's Unit Cost	Engineer's Subtotal Cost	Quantity	Unit	Engineer's Unit Cost	Engineer's Subtotal Cost		
101-1	MOBILIZATION/ DEMOBILIZATION	1	LS	\$ 100,000.00	\$ 100,000.00					1	\$ 100,000.00
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$ 50,000.00	\$ 50,000.00					1	\$ 50,000.00
104-2	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	1	LS	\$ 15,000.00	\$ 15,000.00					1	\$ 15,000.00
108-1	CONSTRUCTION LAYOUT/ RECORD DRAWINGS	1	LS	\$ 15,000.00	\$ 15,000.00					1	\$ 15,000.00
110-1-1	CLEARING & GRUBBING	9.2	AC	\$ 13,000.00	\$ 119,600.00					9.2	\$ 119,600.00
120-1	REGULAR EXCAVATION	5202	CY	\$ 8.00	\$ 41,616.00					5202	\$ 41,616.00
120-6	EMBANKMENT	4813	CY	\$ 8.00	\$ 38,504.00					4813	\$ 38,504.00
160-4	TYPE "B" STABILIZATION	14080	SY	\$ 3.50	\$ 49,280.00					14080	\$ 49,280.00
210-3	FULL DEPTH BASE RECLAMATION (DEPTH TBD)	560	SY	\$ 3.00	\$ 1,680.00	8095	SY	\$ 3.00	\$ 24,285.00	8655	\$ 25,965.00
285-709	CEMENTED COQUINA, OPTIONAL BASE GROUP 9 (10")	11725	SY	\$ 17.00	\$ 199,325.00					11725	\$ 199,325.00
334-1-13A	SUPERPAVE ASPHALT CONCRETE (SP-9.5) (TRAFFIC C) (1")	804	TN	\$ 130.00	\$ 104,520.00	445	TN	\$ 130.00	\$ 57,850.00	1249	\$ 162,370.00
334-1-13B	SUPERPAVE ASPHALT CONCRETE (SP-12.5) (TRAFFIC C) (1.5")	1206	TN	\$ 130.00	\$ 156,780.00	668	TN	\$ 130.00	\$ 86,840.00	1874	\$ 243,620.00
334-1-13C	SUPERPAVE ASPHALT CONCRETE (SP-12.5) (TRAFFIC C) (OVERBUILD)					868	TN	\$ 130.00	\$ 112,840.00	868	\$ 112,840.00
400-1-2	CLASS I CONCRETE (ENDWALL)	6.77	CY	\$ 1,280.00	\$ 8,665.60					6.77	\$ 8,665.60
425-1-523	INLET (DBI) (TYPE C) (J-BOTTOM) (<10')	1	EA	\$ 5,800.00	\$ 5,800.00					1	\$ 5,800.00
425-1-541	INLET (DBI) (TYPE D) (<10')	12	EA	\$ 3,500.00	\$ 42,000.00					12	\$ 42,000.00
425-1-551	INLET (DBI) (TYPE E) (<10')	1	EA	\$ 4,500.00	\$ 4,500.00					1	\$ 4,500.00
425-2-41	MANHOLE (P-7) (<10')	1	EA	\$ 4,000.00	\$ 4,000.00					1	\$ 4,000.00
425-2-61	MANHOLE (P-8) (<10')	1	EA	\$ 4,000.00	\$ 4,000.00					1	\$ 4,000.00
425-6	VALVE BOX (ADJUST)	8	EA	\$ 450.00	\$ 3,600.00					8	\$ 3,600.00
430-175-112	CONCRETE PIPE CULVERT (12") (S/CD) (CL III)	162	LF	\$ 40.00	\$ 6,480.00					162	\$ 6,480.00
430-175-118	CONCRETE PIPE CULVERT (18") (S/CD) (CL III)	892	LF	\$ 55.00	\$ 49,060.00					892	\$ 49,060.00
430-175-118B	CORRUGATED ALUMINUM PIPE CULVERT (18") (S/CD)	60	LF	\$ 55.00	\$ 3,300.00					60	\$ 3,300.00
430-175-124	CONCRETE PIPE CULVERT (24") (S/CD) (CL III)	1334	LF	\$ 60.00	\$ 80,040.00					1334	\$ 80,040.00
430-175-124B	CORRUGATED ALUMINUM PIPE CULVERT (24") (S/CD)	20	LF	\$ 60.00	\$ 1,200.00					20	\$ 1,200.00
430-175-136	CONCRETE PIPE CULVERT (36") (S/CD) (CL III)	64	LF	\$ 80.00	\$ 5,120.00					64	\$ 5,120.00
430-175-136B	CORRUGATED ALUMINUM PIPE CULVERT (36") (S/CD)	20	LF	\$ 80.00	\$ 1,600.00					20	\$ 1,600.00
430-982-125	MITERED END SECTION (ROUND) (18") (CD)	3	EA	\$ 1,500.00	\$ 4,500.00					3	\$ 4,500.00
430-982-129	MITERED END SECTION (ROUND) (24") (CD)	1	EA	\$ 1,600.00	\$ 1,600.00					1	\$ 1,600.00
520-1-7	TYPE "F" CURB & GUTTER	1435	LF	\$ 17.00	\$ 24,395.00					1435	\$ 24,395.00
522-2	CONCRETE SIDEWALK AND DRIVEWAYS (6" THICK)	1310	SY	\$ 52.00	\$ 68,120.00					1310	\$ 68,120.00
527-2	DETECTABLE WARNINGS	10	SF	\$ 28.00	\$ 280.00					10	\$ 280.00
530-3-4	RIPRAP - RUBBLE (F&I) (DITCH LINING)	71	TN	\$ 84.00	\$ 5,964.00					71	\$ 5,964.00
538-1	GUARDRAIL REMOVAL AND RESET	60	LF	\$ 13.00	\$ 780.00					60	\$ 780.00
570-1-1	PERFORMANCE TURF (SOD) (BAHIA)	18300	SY	\$ 1.75	\$ 32,025.00					18300	\$ 32,025.00
1644-800	FIRE HYDRANT (RELOCATE)	3	EA	\$ 3,423.00	\$ 10,269.00					3	\$ 10,269.00
700-1-11	SINGLE POST SIGN (F & I) (<12 SF)	35	AS	\$ 350.00	\$ 12,250.00					35	\$ 12,250.00
706-3	RETRO-REFLECTIVE MARKERS	294	EA	\$ 5.00	\$ 1,470.00					294	\$ 1,470.00
711-11-121	THERMOPLASTIC, STD, WHITE, SOLID, 6"	9800	LF	\$ 1.50	\$ 14,700.00					9800	\$ 14,700.00
711-11-123	THERMOPLASTIC, STD, WHITE, SOLID, 12"	225	LF	\$ 3.00	\$ 675.00					225	\$ 675.00
711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	250	LF	\$ 5.00	\$ 1,250.00					250	\$ 1,250.00
711-11-141	THERMOPLASTIC, STD, WHITE, SKIP (2'-4' / 6'-10'), 6"	86	LF	\$ 1.50	\$ 129.00					86	\$ 129.00
711-11-160	THERMOPLASTIC, STD, WHITE, MESSAGE	11	EA	\$ 190.00	\$ 2,090.00					11	\$ 2,090.00
711-11-170	THERMOPLASTIC, STD, WHITE, ARROW	13	EA	\$ 75.00	\$ 975.00					13	\$ 975.00
711-11-221	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	5500	LF	\$ 1.50	\$ 8,250.00					5500	\$ 8,250.00
711-11-224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	50	LF	\$ 4.00	\$ 200.00					50	\$ 200.00
711-16-231	THERMOPLASTIC, STD, YELLOW, SKIP (10'-30'), 6"	2725	LF	\$ 1.50	\$ 4,087.50					2725	\$ 4,087.50
ASI-010	ADD 3 NEW DRAINAGE CROSSINGS & SWALE AREA ALONG 98th AVE.					1	LS	\$ 96,874.52	\$ 96,874.52	1	\$ 96,874.52
					\$ 1,304,680.10						\$ 1,683,369.62
					Subtotal FPL Funds						Subtotal IRC Funds
											Total