

**RECLAIMED WATER AGREEMENT
BETWEEN
INDIAN RIVER COUNTY, FLORIDA
AND
SEA OAKS PROPERTY OWNERS ASSOCIATION**

THIS RECLAIMED WATER AGREEMENT (“Agreement”) is made this ____ day of _____, 2020 (the “Effective Date”) by and between **INDIAN RIVER COUNTY**, a political subdivision of the State of Florida, the address of which is 1801 27th Street, Vero Beach, Florida 32960 (hereinafter the COUNTY) and **SEA OAKS PROPERTY OWNERS ASSOCIATION, INC.**, a Florida Not-For-Profit Corporation, the address of which is 8811 Highway A1A, Vero Beach, Florida 32963 (hereinafter SEA OAKS).

WITNESSETH:

WHEREAS, the COUNTY operates and maintains publicly owned wastewater treatment facilities which are capable of producing irrigation quality wastewater effluent (hereinafter referred to as “Reclaimed Water”, “Reuse Water” or “IQ Water”) as that term is defined by the Florida Department of Environmental Protection (FDEP) for use on grass, woodlands, landscape, pastures, golf courses and other types of approved vegetation; and;

WHEREAS, SEA OAKS is the property association for a residential subdivision located at 8811 Highway A1A, in the unincorporated area of Indian River County (the “Property”); and

WHEREAS, in 1989, COUNTY and SEA OAKS entered into an Irrigation Agreement; and

WHEREAS, the FDEP has already permitted 0.21 millions of gallons per day (MGD) for SEA OAKS at the COUNTY waste water treatment facility; and

WHEREAS, COUNTY and SEA OAKS desire to enter into this Agreement in order to supersede the previous Irrigation Agreement; and

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

Section 1. Delivery and Acceptance:

(a) The COUNTY will deliver and SEA OAKS agrees to receive non-pressurized reclaimed water at the Property at three mutually agreeable points. SEA OAKS, at its own expense, shall install the necessary reuse facilities from the COUNTY reuse line in the Highway A1A right-of-way to and on the property. The three mutually agreeable points will be installed in a phased approach as follows:

- Phase 1) Connection with capacity to serve up to 6.5 Million Gallons a Year (MGY) or (0.0178 Million Gallons a Day (MGD) from Highway A1A to SEA OAKS tennis courts system, within 3 months of the Effective Date of this Agreement.
- Phase 2) Connection with capacity to serve up to 46.9 MGY (0.129 MGD) from the east side of Highway A1A within 1 year of the Effective Date of this Agreement.
- Phase 3) Connection with capacity to serve up to 103.5 MGY (0.284 MGD) from the west side of Highway A1A with the Effective Date within 24 months from the Effective Date of this agreement.

(b) Prior to each connection, SEA OAKS shall install a reclaimed water flow monitoring and recording device (hereinafter referred to as a “reclaimed meter”) that meets County’s specifications to monitor the volume of reclaimed water delivered to SEA OAKS at each location. The reclaimed meter will be on a mutually agreed upon location on the Property. The COUNTY shall be granted reasonable access to the reclaimed water system and related appurtenances. The reclaimed water system components

shall be reviewed and approved by the COUNTY prior to installation.

(c) SEA OAKS covenants that it shall not directly discharge reclaimed water into any water body of the State of Florida other than to the impoundment owned and maintained by SEA OAKS. SEA OAKS shall take reasonable precaution to prevent the use of reclaimed water received as potable water. Signs shall be strategically posted in accordance with the FDEP requirements. SEA OAKS's reclaimed water facilities shall be operated, maintained, and administered in a manner which adheres to the codes, standards, and guidelines established by the COUNTY and the respective regulatory agencies.

(d) SEA OAKS shall use the reclaimed water to irrigate the Property in a manner consistent with all Federal, State and local laws and regulations.

Section 2. COUNTY's Liability for Failure to Delivery Reclaimed Water:

(a) SEA OAKS understands and acknowledges that the COUNTY will not guarantee the delivery of a set amount of reclaimed water. However, any potential interruption of service, that may or may not be caused through no fault of the COUNTY or if caused by others that affects the ability of COUNTY to provide irrigation quality water to SEA OAKS shall be repaired expeditiously by the COUNTY.

(b) SEA OAKS further agrees that the COUNTY shall not be held liable to SEA OAKS for any damages or expenses incurred by SEA OAKS because of the COUNTY's failure to deliver reclaimed water.

Section 3. SEA OAKS's Obligations:

(a) Unless otherwise noted, SEA OAKS shall prepare at its own expense; plans, specifications, agreements, advertisement and general conditions, hereinafter referred to has the "contract documents" for the lines and facilities necessary to deliver the reclaimed water from the COUNTY's facilities to the reclaimed water meter serving the Property. SEA OAKS must obtain COUNTY approval prior to submittal to the permitting agencies for any plans and specifications. SEA OAKS shall be responsible for all costs associated with the design and permitting and construction of the off-site facilities whether designed, permitted or constructed by SEA OAKS or the COUNTY.

(b) The design, permitting, construction, operation and maintenance of all on-site reclaimed water facilities which are on the Property (including but not limited to reclaimed water meter, transmission lines, pumps, valves, storage facilities, and irrigation equipment) shall be SEA OAKS's sole responsibility and expense. All construction of on-site reclaimed water lines and facilities up to the irrigation system shall be subject to COUNTY review and approval.

(c) SEA OAKS shall comply with reasonable requests by the COUNTY concerning on-site operations and maintenance including but not limited to all FDEP and St Johns River Water Management District (SJRWMD) regulations relating to reporting requirements, signs, spraying, and color-coding of reclaimed water equipment. Sign location and color of the posted signs shall be in conformance with FDEP regulations. In addition, exposed reclaimed water piping shall be painted 'Pantone Purple 522C'.

(d) SEA OAKS shall be deemed in possession of the reclaimed water on SEA OAKS's side of the reclaimed water meter, however SEA OAKS shall not be deemed to own the reclaimed water and may not transfer or sell the reclaimed water to any party for use offsite of the Property without written permission from the COUNTY.

(e) SEA OAKS may change the location of the site or sites where the reclaimed water is applied provided such change does not interrupt nor diminish SEA OAKS's ability to accept all of the reclaimed water and such change remains in compliance with all Federal, State and local regulations and the terms and conditions of this Agreement.

(f) SEA OAKS shall convey to the COUNTY a non-exclusive easement for the installation, operation and maintenance of the reclaimed water meter site and the reclaimed water system. In addition, SEA OAKS shall grant to the COUNTY a non-exclusive ingress-egress easement necessary for the

COUNTY to install, maintain, operate and monitor the reclaimed water meter and reclaimed water system.

(g) SEA OAKS shall be responsible for obtaining all construction and operating permits required for the construction, delivery, use, monitoring and storage of the reclaimed water.

(h) After the COUNTY's final inspection of the off-site reclaimed water facilities for conformance with the approved plans and specifications, SEA OAKS shall convey all the offsite facilities to the COUNTY. The conveyance shall include, but not be limited to the following documents, in a form acceptable to the COUNTY:

- 1) Bill of Sale
- 2) Grants of Easements
- 3) Maintenance Bond
- 4) Record Drawings (hard copy and electronic format - AutoCAD rel. 14.0)

Section 4. Quality of Reclaimed Water:

The COUNTY will provide reclaimed water meeting the standards set forth by the FDEP as defined in the COUNTY's Wastewater Treatment Facility (WWTF) Operating Permits Reclaimed Water. Sampling for conformance with reclaimed water quality shall be performed at the location and frequency defined in the FDEP WWTF Operating Permits at no cost to SEA OAKS. Only reclaimed water meeting FDEP water quality standards will be delivered to the Property.

Section 5. Property to be Served:

SEA OAKS shall use the reclaimed water only on the Property described in Exhibit 'A', attached hereto and incorporated by reference.

Section 6. Prohibition on Use of Other Water Resources

Notwithstanding anything to the contrary, within 6 months of the Phase III transition, herein SEA OAKS shall no longer use groundwater for irrigation except for as a backup source of water. SEA OAKS shall relinquish any rights to such use and transfer such rights to be used as credits by COUNTY as permitted by law.

Section 7. Fees and Charges:

(a) Upon satisfaction of all of the requirements set forth in section 3 above, SEA OAKS shall begin paying the current established base rate(s) for reclaimed water delivered to the Property up to 0.4308 MGD. Any additional consumption in excess of 0.5 MGD of reclaimed water supplied by COUNTY shall not be charged to SEA OAKS.

(b) The COUNTY shall have the sole and exclusive right to set fair and reasonable fees and charges for reclaimed water (usually expressed in terms of dollar amount per thousand gallons). The reclaimed water fees and charges may be changed at any time at the sole discretion of the COUNTY and such charges shall apply to SEA OAKS and this Agreement at the time of such change.

(c) SEA OAKS shall be invoiced according to the COUNTY's normal billing practices for water customers. SEA OAKS shall pay interest at the rate in place at the time of any past due amounts from the date the amount came due until the date paid. Written or verbal notice of delinquency is not required for the interest to accrue.

Section 8. Volume Allocation:

The Previous FDEP permitted allocation of 0.21 MGD will be hereby amended so that the COUNTY will attempt to allocate and Sea Oaks will receive an average daily flow of 0.0178 MGD after connection for the tennis court system, 0.129 MGD after connection to the east side of Highway A1A, and 0.284 MGD after connection to the west side of Highway A1A as outlined in Section 1. SEA OAKS shall control the volume of reclaimed water accepted, stored and utilized by SEA OAKS on site. Notwithstanding anything to the contrary, SEA OAKS is not obligated to accept reclaimed water which does not meet FDEP standards.

Section 9. Term:

The term of this Agreement is ten (10) years beginning on the Effective Date, as provided above. This Agreement shall be renewed automatically for successive 10 year terms at the expiration of any preceding term, unless any party notifies the other of cancellation by written notice not less than 180 consecutive calendar days in advance of the expiration date of the preceding term. The Term of this Agreement shall run concurrently with the COUNTY's Regional Wastewater Treatment Facility FDEP Operating Permit serving the area.

Section 10. No Direct Offsite Discharge:

Unless expressly authorized by a state or federal agency, SEA OAKS covenants that it shall not directly discharge reclaimed water into any body of water in the State of Florida other than the ponds or lakes (impoundment) owned by SEA OAKS. SEA OAKS will take all reasonable precautions to prevent the use of reclaimed water received as potable water. "Reclaimed Water in Use" warning signs shall be posted in strategic places to prevent consumption of the water.

Section 11. Amendment:

A written instrument executed by the party or parties to be bound thereby may only amend this Agreement.

Section 12. Authority

Each party hereto represents and warrants to the other that the execution of this agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

Section 13. Captions:

Captions, if included, in this Agreement are included for convenience only and are not to be considered in any construction or interpretation of this Agreement or any of its provisions.

Section 14. Definition

All pronouns shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the party or parties may require.

Section 15. Entire Agreement:

This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there is no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein. Upon the effective date of this Agreement, the prior Irrigation Agreement shall be null and void.

Section 16. Governing Law & Jurisdiction:

This Agreement shall be governed by the laws of the State of Florida and the laws of the United States pertaining to transactions in such State and all actions arising out of this Agreement shall be brought in Indian River County. All of the parties to this agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

Section 17. Multiple Counterparts:

This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party to be charged.

Section 18. Recording of Agreement:

The Agreement shall be recorded in the public records of Indian River County. The obligations defined in this Agreement shall be a condition, which shall run with the land and shall bind subsequent owners of the Property for the term of this Agreement. SEA OAKS shall pay for the cost of recording.

Section 19. Severability / Invalid Provision:

If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall 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 shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

Section 20. Time of Essence:

Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Florida, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

IN WITNESS WHEREOF, the COUNTY and SEA OAKS have accepted, made and executed this Agreement upon the terms and conditions above stated on day and year first above written.

SEA OAKS: Connie Wayne
CONNIE WAYNE, President
Sea Oaks Property Owners
Association, Inc.

Date: 9.16.2020

[Signature]
Witness (signature)
JAMES FORSTER
Printed Name

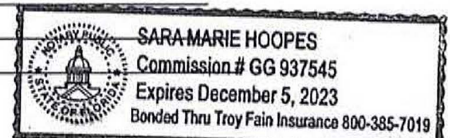
Abigail McCloud
Witness (signature)
Abigail McCloud
Printed Name

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 16 day of September, 2020, by Connie Wayne who is personally known to me or who has produced _____ as identification and who did take an oath.

[Signature]
Notary Public

(Notary Stamp)
Name: _____
Commission Number: _____
Commission Expiration: _____



BOARD OF COUNTY COMMISSIONERS OF
INDIAN RIVER COUNTY, FLORIDA

Jeffrey Smith, Clerk

By: _____
SUSAN ADAMS, CHAIRMAN

Approved as to Form and Legal Sufficiency:

Approved by:

Dylan Reingold, County Attorney

Jason E. Brown, County Administrator



Exhibit A

All of Government Lots 1 and 2 of Section 25, Township 31 South, Range 39 East, together with all of Government Lots 8 and 9, and the South 411.84 feet of Government Lots 5 and 6 of Section 26, Township 31 South, Range 39 East, said land lying and being in Indian River County, Florida.

Less and excepting therefrom any portion of State Road A-1-A right-of-way and that portion of those lands as described in Official Records Book 813, Page 2476, Of the public records of Indian River County, Florida.

SEA OAKS
 REUSE AGREEMENT EXHIBIT A page 2

Legend

-  SeaOaksPhase_1_Boundary
-  SeaOaksPhase_2_Boundary
-  SeaOaksPhase_3_Boundary
-  SeaOaksBoundary