

**AGREEMENT
BETWEEN
INDIAN RIVER COUNTY, FLORIDA
AND
REINALDO AND GINGER DE ARMAS
FOR
14385 80TH AVENUE, WATER MAIN EXTENSION IN ROSELAND, FL**

FOR THE CONSTRUCTION OF OFF-SITE UTILITIES

THIS AGREEMENT 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 Reinaldo and Ginger De Armas, property owners, whose address is: 9710 SW 72nd Court, Pinecrest, FL 33156 (hereinafter the DEVELOPER) is effective upon execution by the second of the two parties.

WHEREAS, the DEVELOPER, in conjunction with the construction improvements at their homestead, is making available facilities to the subject properties located on:

1. 14375 80th Avenue
2. 14385 80th Avenue
3. 14395 80th Avenue
4. 14390 80th Avenue
5. 14380 80th Avenue collectively "Adjacent Properties" more specifically described in Exhibit "A"; and

WHEREAS, pursuant to Section 918.05, of the Code of Indian River County, the COUNTY requires the DEVELOPER to provide the utility improvements to connect to the planned water main, and the COUNTY, pursuant to Section 201.11, of the Code, agrees to partially reimburse the DEVELOPER, as provided herein, for the cost of providing these off-site utilities;

WHEREAS, the DEVELOPER is responsible for the fair share cost of the Adjacent Property at 14375 80th Avenue and their homestead at 14385 80th Avenue,

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the COUNTY and DEVELOPER agree as follows:

1. OFF-SITE UTILITIES:

The DEVELOPER has constructed the necessary off-site utilities described herein as directed by the Indian River County Department of Utility Services (IRCDUS). The COUNTY shall reimburse the DEVELOPER for installing off-site utilities as outlined below:

- A. **8-inch Diameter Water Main along the west side of 80th Avenue from the north side of 144th Street at the intersection of 80th avenue and 144th Street, south to the common lot line for 14385 80th Avenue:**

The DEVELOPER has furnished and installed approximately 300 linear feet of 8-inch PVC Water Main and PE double service for 14375 and 14385 80th Avenue and appurtenances, along with water services. See Exhibit "A" for location sketch and Exhibit "B" for detailed cost tabulation.

Reimbursement: The COUNTY shall reimburse the DEVELOPER once connection by the Adjacent Properties have been made pursuant to the provisions of Section 201.11, of the Code, for funds advanced by DEVELOPER to oversize the off-site facilities. The reimbursement to the DEVELOPER shall be made by the COUNTY within 60 days of payment of connection cost to the COUNTY and within the 5-year TERM as outlined in Section 19 by Adjacent Properties specifically listed below:

Adjacent Property Address	Adjacent Property ID	Adjacent Property Fair Share
14395 80 th Avenue	30382500001001000012.0	\$3,558.75
14390 80 th Avenue	30382500001002000001.0	\$3,558.75
14380 80 th Avenue	30382500001002000002.0	\$3,558.75

See Exhibit "C" for legal descriptions of specific parcels. The unit prices obtained from the successful bidder as well as the "as-built" field measured quantities are used to determine the actual cost per linear foot, which has been used to determine the actual value of the reimbursement per property.

2. Amendment:

This Agreement may be modified only by a written instrument executed by all parties to the Agreement.

3. Assignability:

Either party may assign this Agreement. However, the rights granted herein shall run with the land and are not the personal property of the DEVELOPER. Therefore, while the DEVELOPER has the right under this Agreement to freely transfer the rights and obligations granted by this Agreement, the assignee shall not have the right to transfer these rights to another property unless this Agreement is amended in writing by the assignee and the COUNTY.

4. 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.

5. 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.

6. Construction Plans, Technical Specifications and Contract Documents:

The DEVELOPER has completed construction drawings and obtained a Utilities Construction Permit from IRCDUS and Florida Department of Environmental Protection (FDEP). The DEVELOPER has completed the work satisfactorily and obtained FDEP clearance.

7. 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.

8. DEVELOPER's Obligations:

The DEVELOPER shall be deemed in possession of the potable water on the DEVELOPER's side of the water meter; however the DEVELOPER shall not be deemed to own the potable water, and the transfer or sale of water by the DEVELOPER is prohibited.

The DEVELOPER may not transfer or sell water capacity to any party for use off-site of the property.

9. Dedication:

The COUNTY has performed the final inspection of the off-site water facilities for conformance with the approved plans and specifications, the DEVELOPER has conveyed all the off-site water facilities together with an interest in land, as may be required by the COUNTY, to the COUNTY. The conveyance included the following documents as required by the COUNTY:

- a) Bill of Sale
- b) Maintenance Security
- c) Record Drawings (hard copy and electronic format – AutoCAD rel. 2009 or higher)

10. 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.

11. 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, Florida, or, in the event of federal jurisdiction, the United States District Court for the Southern District of Florida. 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.

12. Indemnification:

The DEVELOPER hereby releases and holds harmless the COUNTY, and the COUNTY'S officers, employees and agents, from and against any and all claims for damages, costs, third party claims, judgments, and expense to persons or property that may arise out of, or be occasioned by, any work contemplated by this agreement, or from any act or omission of any representative, agent, client, and/or employee of DEVELOPER, and DEVELOPER shall indemnify the COUNTY against any such claims and any judgments that may be entered in connection therewith, including attorney fees. DEVELOPER shall indemnify the COUNTY against any claim for damage that any utility, whether publicly or privately owned, may sustain or receive in connection with any work contemplated by this agreement. DEVELOPER shall not make any claim of any kind or character whatsoever against the COUNTY for damages that it may suffer by reason of the installation, construction, reconstruction, operation, and/or maintenance of any public improvement, or utility, whether presently in place or that may in the future be constructed or installed, including but not limited to, any water and/or sanitary sewer mains and/or storm sewer facilities, and whether such damage is due to flooding, infiltration, backflow, and/or seepage caused from the failure of any installation, natural causes, or from any other cause of whatsoever kind or nature. It is the intention of this indemnification agreement on the part of DEVELOPER, and a condition of this agreement, that it shall be full and total indemnity against any kind or character of claim whatsoever that may be asserted against the COUNTY. DEVELOPER hereby agrees to defend any and all suits, claims, and causes of action brought against the COUNTY arising out of or in connection with any work contemplated by this agreement, and DEVELOPER agrees to pay any judgment or judgments, including attorney fees, that may be rendered against the COUNTY or against the COUNTY'S officers, employees or agents in connection therewith.

15. Maintenance Security:

The DEVELOPER'S Contractor, Timothy Rose Contracting, Inc., has warrantied the installed water main through September 5, 2018.

16. Multiple Counterparts:

This Agreement may be executed in a number of identical counterparts that, 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.

17. Recording of Agreement:

This Agreement may be recorded in the official records of Indian River County by the COUNTY. If recorded, the obligations defined in this Agreement shall run with the land and shall bind subsequent owners of the property for the term of this Agreement. The DEVELOPER shall pay for all recording cost.

18. 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.

19. Term:

The term of this agreement shall be five years from the effective date of this agreement. The effective date is from BCC approval. The County may terminate this Agreement early in its sole discretion if it determines that the development project intended to be served by the improvements is suspended or discontinued.

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 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 the DEVELOPER have accepted, made, and executed this Agreement as follows:

[Signature]
Witness Signature

Leo Chiappo
Witness Printed Name

[Signature]
Witness Signature

Katherine Miguel
Witness Printed Name

DEVELOPER:

By: [Signature]

Printed name: Reinaldo DeArmas

Title: Developer

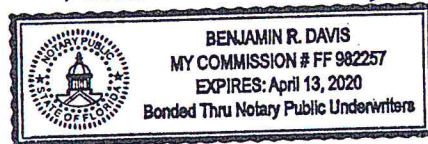
Date: 11/27/17

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 27 day of Nov, 2017, by Ginger De Armas, who is personally known to me.

Name: BEN DAVIS
Commission # FF982257
Expiration Date 04/13/2020

[Signature]
Notary Public



BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

Attest: _____
Jeffery R. Smith, Clerk of the Circuit Court

By: _____
Deputy Clerk

By: _____
Peter D. O'Bryan, Chairman

BCC Approved: _____

Approved as to Form and Legal Sufficiency

Approved by:

County Attorney

Jason E. Brown, County Administrator

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EXHIBIT-B

DETAILED COST TABULATION
FOR 14385 80TH AVENUE WATER MAIN EXTENSION

Item	Description	Estimated Quantity	Unit of Measure	Unit Price	Total Price
1	Engineering	1	EA	\$ 2,500.00	\$ 2,500.00
2	Permitting	1	EA	\$ 1,280.00	\$ 1,280.00
3	Labor	1	LS	\$5,000.00	\$ 5,000.00
4	Jumper-Installation & Removal	1	EA	\$1,600.00	\$ 1,600.00
5	8" C900 PVC Pipe	300	LF	\$26.06	\$ 7,818.00
6	8" Gate Valve	1	EA	\$2,083.00	\$ 2,083.00
7	Double Service	1	EA	\$2,694.00	\$ 2,694.00
4	Survey	1		\$550.00	\$ 550.00
5	Sod	1		\$200.00	\$ 200.00
Total Improvement Cost of 8-inch water main					\$ 23,725.00
Up size hydraulic fare share from 2-inch to 8-inch; 75%					\$ 17,793.75
Developer's Share					\$ 13,048.75
Total Fare share cost for Adjacent Properties (14380,14390 & 14395)					\$ 10,676.25
Per Parcel Fare share cost for Adjacent Properties (14380,14390 & 14395)					\$3,558.75

EXHIBIT-C

LEGAL DESCRIPTIONS

14395 80th Ave, Sebastian, FL 32958

PARCEL ID 30382500001001000012.0: PBI 3-74; LOT 12 & PARCEL LYING BETWEEN - LOT 12 & BULKHEAD LINE AS R BK 390 PP 60 4 BLK A

14380 80th Ave, Sebastian, FL 32958

PARCEL ID 30382500001002000002.0: ERCILDOUNE HEIGHTS SUB NO 1 - BLK B LOTS 2 & 5 PBI 3-74

14390 80th Ave, Sebastian, FL 32958

PARCEL ID 30382500001002000001.0: ERCILDOUNE HEIGHTS SUB NO 1 - BLK B LOT 1 PBI 3-74