

AGREEMENT BETWEEN
INDIAN RIVER COUNTY, FLORIDA

AND

LOST TREE PRESERVE, LLC

FOR

LOST TREE PRESERVE, PD

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 **LOST TREE PRESERVE, L.L.C.**, a Florida Limited Liability Company, the address of which is 3399 PGA Blvd., Suite 260, Palm Beach Gardens, FL, 33410 (hereinafter the DEVELOPER) is effective upon execution by the two parties.

WHEREAS, the DEVELOPER, in conjunction with the construction improvements at **LOST TREE PRESERVE, PD**, is providing water and wastewater facilities to the subject property located at 4250 65TH STREET, and more specifically described in Exhibit "A"; and

WHEREAS, pursuant to Section 918.05, the Code of Indian River County (the "Code"), the COUNTY, requires the DEVELOPER to provide the utility improvements to connect to the regional water main and force main. The COUNTY, pursuant to Section 201.11, of the Code, agrees to reimburse the DEVELOPER, as provided herein, for the cost of oversizing off-site utilities,

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 shall construct the necessary off-site utilities described herein as directed by the Indian River County Utilities Department. The COUNTY shall reimburse the DEVELOPER for installing off-site utilities as outlined below:

- A. 12-inch Diameter Water Main west along the east side of Old Dixie Highway north approximately 1,500 feet to the southeast corner of 69th Street and Old Dixie Hwy. Then along the south side of 69th Street from the south east corner of 69th Street and Old Dixie Highway west to the western limits of the entrance to Lost Tree Preserve Plan Development a distance of approximately 1,488 linear feet for a total of 2,988 linear feet.

Reimbursement: The COUNTY shall reimburse the DEVELOPER pursuant to the provisions of Section 201.11, of the Code, for funds advanced by DEVELOPER to oversize the off-site facilities. COUNTY shall reimburse DEVELOPER in accordance with Exhibit "B" for oversizing the off-site watermain. The actual reimbursement amounts shall be based on Exhibit B but in no event shall the County cost share exceed **\$105,845.95**. The reimbursements shall follow the schedule outlined below:

1. Off-site watermain identified as Item IRC-1 in Exhibit B to be paid once completion of all necessary testing, acceptance of Florida Department of Environmental Protection (FDEP) Certification Of Completion, and acceptance of the watermain dedication to Indian River County Department of Utility Services (IRCDUS) per (IRCDUS) Water & Wastewater Utility Standards, December 2015 or latest edition.
2. Fifty percent (50%) of the remainder (\$105,845.95 - \$35,430.48) or \$35,207.74 of the off-site watermain to be paid when a minimum forty (41) building permits have been issued and the remainder fifty percent (50%) or \$35,207.73 to be paid when eighty (82) building permits have been issued within the Lost Tree Preserve Plan Development.

- B. 6-inch Diameter Force Main west along the south side of 69th Street from the south west corner of 69th Street and Old Dixie Highway to the west limits of the proposed turn lane into Lost Tree Preserve Plan Development. A distance of approximately 1,700 linear feet:

The DEVELOPER shall furnish and install approximately 1,700 linear feet of 6" PVC and appurtenance along the south side of 69th Street from the southwest corner of 69th Street and Old Dixie Highway to the west limits of the turn lane into Lost Tree Preserve Plan Development.

Reimbursement: COUNTY shall reimburse DEVELOPER in accordance with Exhibit "C" for oversizing the off-site forcemain. The actual reimbursement amounts shall be based on Exhibit C but in no event shall the County cost share exceed **\$44,471.28**. The reimbursements shall follow the schedule outlined below:

1. Fifty percent (50%) of the off-site forcemain to be paid when a minimum forty (41) building permits have been issued and the remainder fifty percent (50%) to be paid when eighty (82) building permits have been issued within the Lost Tree Preserve Plan Development.
- C. The COUNTY and DEVELOPER acknowledge that additions to this Agreement will be necessary when future phases are contemplated. The 12" off-site water main and the 6" force main on 69th Street will be extended to the western limits of Lost Tree Preserve Plan Development when future phases of the project are constructed. The COUNTY and DEVELOPER agree that the DEVELOPER will pay 67% of the construction costs of the water main that abuts DEVELOPER property (Lost Tree Preserve Plan Development) with the COUNTY

responsible for the balance 33%. The 6" force main on 69th Street will be extended to the western limits of Lost Tree Preserve Plan Development. The COUNTY and DEVELOPER agree that the DEVELOPER will pay 67% of the construction costs of the force main that abuts its property with the COUNTY responsible for the balance. The 8-inch water main on 65th Street will be extended from Old Dixie Highway to the western limits of Lost Tree Preserve Plan Development. The COUNTY and DEVELOPER agree that the DEVELOPER will pay 67% of the construction costs of the water main that abuts DEVELOPER property (Lost Tree Preserve Plan Development) with the COUNTY responsible for the balance. The dollar value of these future required improvements will be determined at the time the corresponding phase of Lost Tree Preserve Plan Development is proposed for construction. The payments and payment schedule under Item C will be consistent with items A and B above.

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 agrees to complete a final set of construction drawings and make submission for a Utilities Construction Permit (UCP) to the Indian River County Utilities Department, Florida Department of Environmental Protection (FDEP) and all other necessary permits. The DEVELOPER shall not commence construction until all permits are approved and obtained.

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 design, preparation of contract documents, permitting, and construction of all water and wastewater utilities which is on or solely serving the Lost Tree Preserve Plan Development (including but not limited to water meter, transmission lines, pumps, valves, storage facilities, etc.) shall be the DEVELOPER's responsibility and expense until such time the completion of necessary testing, acceptance of Florida Department of Environmental Protection (FDEP) Certification Of Completion, acceptance of the watermain dedication to Indian River County Department of Utility Services (IRCDUS) per (IRCDUS) Water & Wastewater Utility Standards, December 2015 or latest edition has been completed. Construction of on-site water and wastewater utilities shall be subject to COUNTY review and approval.

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 water, and the transfer or sale of water by the DEVELOPER is prohibited.

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

9. Easements:

The DEVELOPER shall convey to the COUNTY a utility easement for the water and wastewater utilities for the COUNTY to install, maintain, operate and monitor the water and wastewater utilities, within the private right-of-way including, but not limited to, water lines, services, laterals, manholes, meters, lift station, sewer, remote monitoring and related utility structures.

After the COUNTY'S final inspection of the water and wastewater facilities for conformance with the approved plans and specifications, the DEVELOPER shall convey all water and wastewater facilities together with an interest in land, as may be required by the COUNTY, to the COUNTY. (the final plat will only address the easements for the onsite portion of the work) The conveyance shall include any of the following documents as may be required by the COUNTY, in a form acceptable to the COUNTY:

- a) Bill of Sale
- b) Grants of Easements
- c) Maintenance Bond
- d) Record Drawings (hard copy, signed and sealed by a professional surveyor registered in the state of Florida, and electronic format – AutoCAD rel. 14.0 or higher)

10. Entire Agreement

This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are 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. Insurance and Indemnification:

The DEVELOPER shall ensure that, at least ten (10) days prior to the commencement of any work, the selected contractor and any subcontractor provides to the COUNTY a certificate of commercial general liability insurance with a reputable insurance company subject to approval by the COUNTY's risk manager in an amount not less than \$3,000,000 combined single limit for bodily injury and property damage in accordance with the COUNTY'S Administrative Policy Manual. The DEVELOPER shall ensure that, at least ten (10) business days prior to the commencement of any work the selected contractor and any subcontractor provides to the COUNTY a certificate of business auto liability insurance with a reputable insurance company subject to approval by the COUNTY'S risk manager in an amount not less than \$3,000,000 per occurrence combined single limit for bodily injury and property damage in accordance with the COUNTY'S Administrative Policy Manual. The commercial general liability and auto liability insurance policies shall name Indian River County, a political subdivision of the State of Florida, as an additional insured. In addition, the DEVELOPER shall ensure that, at least ten (10) business days prior to the commencement of any work the selected contractor and any subcontractor provides to the COUNTY a certificate of statutory workers' compensation insurance and employers' liability with a limit of \$100,000 for each accident, \$500,000 disease (policy limit) and \$100,000 disease (each employee) in accordance with the COUNTY'S Administrative Policy Manual. The DEVELOPER shall provide to the COUNTY at least thirty (30) days' written notice by registered mail, return receipt requested, addressed to the COUNTY'S risk manager, prior to cancellation or modification of any required insurance.

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 which 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.

13. Maintenance Security:

The DEVELOPER agrees to convey all right, title and interest in the aforementioned utility improvements to Indian River County, Florida, and provide security as set forth herein, subject to the COUNTY'S approval, for a period of one (1) year after the COUNTY'S acceptance of the improvements, plus an additional three (3) months, for an aggregate of fifteen (15) months. The maintenance security may only be in one of the following forms: (a) cash, whereupon the COUNTY and the Developer shall enter into the COUNTY'S standard Cash Escrow Deposit Agreement; or (b) Letter of Credit, in the County's standard form, drawn and payable by a financial institution located within Florida. The value of the maintenance security shall be twenty-five percent (25%) of the total construction value of the utility improvements as certified by the Developer's licensed engineer and approved in writing by the County.

14. 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.

15. Permits:

The DEVELOPER shall be responsible for obtaining all construction and operating permits required for the construction, delivery, use and monitoring of the water distributed to and wastewater collected from the DEVELOPER property (Lost Tree Preserve Plan Development). If, through no fault of the parties involved, any federal, state or local government or agency (excluding the COUNTY) fails to issue necessary permits, or fails to grant necessary approvals, or requires a material change in the system, then to the extent necessary and if possible, the parties agree to negotiate an amendment to the Agreement to reflect the change in condition.

If the COUNTY determines that it is impossible or impracticable to perform under the terms of this Agreement because of the above, then this Agreement shall terminate and the parties shall have no further obligations to each other.

The DEVELOPER shall comply with reasonable request by the COUNTY concerning on-site operations and maintenance prior to County acceptance including but not limited to all FDEP regulations relating to bacteriological and hydrostatic testing, cross connection control, monitoring, color-coding of water and wastewater equipment.

16. 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 costs.

17. 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.

18. Term:

The term of this Agreement is five (5) years. Unless otherwise agreed to by the parties in writing, this Agreement shall not be renewed automatically for successive terms. Notwithstanding the foregoing, this Agreement shall be coterminous with FDEP Permit for construction and with the County's Utility Construction Permit, whichever provides a shorter time period, but shall be not more than five (5) years from the date of issuance. 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.

19. 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 business 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

Gaspar Ponce de Leon Jr.
Witness Printed Name

[Signature]
Witness Signature

STEPHEN D. MORGAN
Witness Printed Name

DEVELOPER: Lost Tree Preserve, LLC

By: [Signature]

Printed name: Charles M. Bayer, Jr., President
Lost Tree Village Corporation
It's Managing Member

Date: 7-11-2017

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 11 day of July, 2017, by Charles M. Bayer, Jr. of Lost Tree Preserve, L.L.C., who is personally known to me or who has produced _____ as identification.

Name: Svetlana Velickovich
Commission # _____
Expiration Date _____



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

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Joseph E. Flescher, Chairman

BCC Approved: _____

Approved as to Form and Legal Sufficiency

Approved by:

County Attorney

Jason E. Brown, County Administrator

EXHIBIT-A

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 9 AND 10, TOWNSHIP 32 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 0 DEGREES 22 MINUTES 02 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTH 0 DEGREES 22 MINUTES 02 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 302.75 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 06 SECONDS EAST, A DISTANCE OF 399.45 FEET TO THE WEST LINE OF THE EAST 7 ACRES OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 0 DEGREES 13 MINUTES 50 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 312.77 FEET TO A POINT ON A LINE WHICH IS 20.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 10 AND ALSO A POINT ON THE SOUTH RIGHT OF WAY LINE OF NORTH WINTER BEACH ROAD; THENCE SOUTH 89 DEGREES 22 MINUTES 09 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1593.18 FEET TO THE WEST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE SOUTH 15 DEGREES 23 MINUTES 17 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1314.14 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 15 DEGREES 23 MINUTES 17 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH 89 DEGREES 21 MINUTES 55 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 60.00 FEET TO A POINT ON THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE SOUTH 15 DEGREES 23 MINUTES 17 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 1023.07 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH 0 DEGREES 05 MINUTES 47 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 312.88 FEET TO A POINT ON A LINE WHICH IS 35.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10 AND ALSO A POINT ON THE NORTH RIGHT OF WAY LINE OF SOUTH WINTER BEACH ROAD AS SHOWN ON PLAT BOOK 11, PAGE 23, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 21 MINUTES 30 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1320.33 FEET; THENCE NORTH 88 DEGREES 42 MINUTES 50 SECONDS WEST, STILL ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1320.60 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 10 AND A POINT ON SAID NORTH RIGHT OF WAY LINE OF NORTH WINTER BEACH ROAD, SAID POINT BEING 50.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH 89 DEGREES 32 MINUTES 04 SECONDS WEST, ALONG A LINE WHICH IS 50.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 AND ALONG SAID NORTH RIGHT OF WAY LINE OF NORTH WINTER BEACH ROAD, A DISTANCE OF 1311.28 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF INDIAN RIVER FARMS WATER CONTROL DISTRICT LATERAL "G" CANAL; THENCE NORTH 14 DEGREES 58 MINUTES 22 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 180.40 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 0 DEGREES 32 MINUTES 06 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 2413.34 FEET TO A POINT ON A LINE WHICH IS 20.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 AND A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF NORTH WINTER BEACH ROAD; THENCE NORTH 89 DEGREES 21 MINUTES 31 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1352.04 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

OFFSITE WATER MAIN

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
OW1	PVC 12"	2,988	LF	\$ 33.84	\$ 101,113.92
OW2	BORE UNDER RR (\$285/LF with 24" Casing)	1	LS	\$ 81,371.57	\$ 81,371.57
OW3	12" GV	5	EA	\$ 2,159.09	\$ 10,795.45
OW4	8" GV	2	EA	\$ 1,313.10	\$ 2,626.20
OW5	12" X 8" TEE	1	EA	\$ 783.93	\$ 783.93
OW6	12" - 45	6	EA	\$ 634.83	\$ 3,808.98
OW8	12" - 90	2	EA	\$ 763.95	\$ 1,527.90
OW9	12" PLUG	2	EA	\$ 250.00	\$ 500.00
OW10	12" X 12" TEE	1	EA	\$ 950.00	\$ 950.00
OW10	FIRE HYDRANTS	4	EA	\$ 4,195.34	\$ 16,781.36
OW11	SAMLE POINTS (TEMP)	5	EA	\$ 748.39	\$ 3,741.95
OW12	TEMP JUMPER	1	EA	\$ 1,565.55	\$ 1,565.55
OW13	SOD	8,000	SF	\$ 0.51	\$ 4,080.00
OW14	DRIVEWAY RESTORATION	1	LS	\$ 25,000.00	\$ 25,000.00
OW15	MOT	1	LS	\$ 7,400.00	\$ 7,400.00
	SUBTOTAL:				\$ 262,046.81
	CONTINGENCY	10%			\$ 26,204.68
	Construction SURVEYING	2%			\$ 5,240.94
	DESIGN	5%			\$ 13,102.34
	PERMITTING	4%			\$ 1,048.19
	INSPECTION SERVICES	3%			\$ 7,861.40
	ADMINISTRATION	2%			\$ 5,240.94
	SUBTOTAL:				\$ 58,698.49
	TOTAL				\$ 320,745.30
	INDIAN RIVER COUTY-33% of Total =	33%			\$ 105,845.95
	Indian River County Department of Utility Services Total =				\$ 105,845.95
	LOST TREE PRESERVE- 67% of Total =	67%			\$ 214,899.35
IRC-1	PVC 12" (Old Dixie Hwy; IRCDUS to reimburse at acceptance)	1,047	LF	\$ 33.84	\$ 35,430.48

EXHIBIT "C"

OFFSITE FORCE MAIN

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
OF1	6" PVC FORCE MAIN	1,700	LF	\$ 18.40	\$ 31,280.00
OF2	6" GV	3	EA	\$ 851.27	\$ 2,553.81
OF3	6" X 6" TEE	1	EA	\$ 750.00	\$ 750.00
OF4	6" - 90	2	EA	\$ 447.53	\$ 895.06
OF5	BORE UNDER RR	1	LS	\$ 52,195.32	\$ 52,195.32
OF6	12" X 6" WET TAP & VALVE	1	LS	\$ 3,699.11	\$ 3,699.11
OF7	BELOW GROUND AIR RELEASE VALVE	1	LS	\$ 12,000.00	\$ 12,000.00
OF8	6"-45	8	EA	\$ 447.53	\$ 3,580.24
	SUBTOTAL:				\$ 106,953.54
	CONTINGENCY	10%			\$ 10,695.35
	Construction SURVEYING	2%			\$ 2,139.07
	DESIGN	5%			\$ 5,347.68
	PERMITTING	4%			\$ 4,278.14
	INSPECTION SERVICES	3%			\$ 3,208.61
	ADMINISTRATION	2%			\$ 2,139.07
	SUBTOTAL:				\$ 27,807.92
	TOTAL				\$ 134,761.46
	INDIAN RIVER COUNTY	33%			\$ 44,471.28
	LOST TREE PRESERVE, LLC	67%			\$ 90,290.18