

No. of bedrooms: N/A

CITY OF VERO BEACH
Step System Application and Agreement

Job No. 10039724

Notification Date: 6/9/2020

Account No. 21343749

Property Owner Name(s): Indian River County

Property Address: 7770 Jungle Trail, Vero Beach, FL 32963 Basin: N/A

Legal Description/Parcel Number: See Attached: "Exhibit A". PIN 3139360000008000004.0

Owner Mailing Address: 1801 27th Street, Vero Beach, FL 32960

Telephone: 772-226-1873 (Beth Powell) Email: bpowell@ircgov.com

City Charges/Fees to be Paid By: X Cash in full

Utility Account Name(s): Indian River County

Account Mailing Address: C/O Facilities MNG, 1807 27th Street, Building A, Vero Beach, FL 32960

Owner's STEP System Installer: To Be Determined Contact: _____

The undersigned Property Owner hereby makes application for a STEP system to serve the above-described property subject to Article III, "Sanitary Sewer System," Chapter 78 of the City of Vero Beach Code of Ordinances ("Chapter 78"), as amended from time to time, which is incorporated herein by this reference, and all other applicable laws, rules, ordinances, regulations, and resolutions. The undersigned certifies that they are the fee simple owner of the real property subject of this Application as more fully described in Exhibit "A" attached hereto and incorporated herein by this reference. (Provide a legible copy of deed or other indicia of ownership).

STEP System Charges and Fees. Property Owner is responsible for all City STEP System charges and fees pursuant to the Schedule of Charges, Fees, and Credits, attached as Exhibit "B" and incorporated herein, as well as all other applicable Property Owner costs and expenses as specified in Chapter 78, including adjustments of City charges and fees for extraordinary costs unique to the subject property and the STEP System installation.

Installation. All City-provided components and equipment of STEP systems and facilities are owned by the City before, during, and after installation on the real property of the Property Owner(s) and title to such components remains with the City. Property Owner is solely responsible for directly contracting with an authorized STEP system installer for the STEP System installation work and payment for such work. The City is not a party to any such contract and shall not under any circumstances whatsoever be responsible for either the Installer's or the property owner's performance of the installation contract nor for any sums or payments due to or from the Installer or property owner. City retains the right of immediate possession of any component of the STEP System, after installation, and Property Owner does not obtain any right of possession through an implied rental, lease, or license.

Repairs/Maintenance. To obtain City-provided STEP system maintenance or repairs specified in Chapter 78 after installation, Property Owner must contact the Water and Sewer Department at (772) 978-5220. Property Owner must contact their own installer/contractor for service or repair of any non-City maintained equipment or facilities.

Property Owner acknowledges receipt of a copy of Chapter 78, attached as Exhibit "C" and incorporated herein. Property Owner also acknowledges and understands that by making this Application Property Owner is applying for City sewer service and that billing and obligation to pay sewer service charges for the Property will commence with the first utility billing cycle upon startup of the System. By making this Application and in consideration of approval for a City STEP system, Property Owner agrees to be bound by and comply with the terms of this Application and Chapter 78, as amended from time to time, and all other applicable ordinances, resolutions, and regulations, including but not limited to all provisions relating to installation, maintenance and repairs; payment of charges, fees, and costs; indemnification; and access easements.

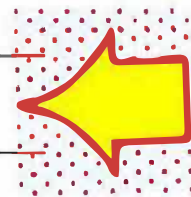
I further acknowledge, upon remitting payment for the STEP System and executing this Agreement, I will be charged for sewer service comprised of 2 base facility charges and consumption.

PROPERTY OWNER(S):
BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY

Date: _____

Susan Adams, Chairman

Jason E. Brown, County Administrator




CITY APPROVALS

Check all applicable:

The foregoing Application is approved authorizing installation of a City STEP System to serve the foregoing described property and for City sewer service, subject to all provisions of this Application, Chapter 78 of the Vero Beach Code, and all other applicable City ordinances, resolutions, and specifications.

The foregoing Application is NOT approved due to: (list all reasons for denial of approval)



Director of Water and Sewer

6/30/20

Date

Payment: \$ 5,945.00

EXHIBIT "B"

Property Address: 7770 Jungle Trail, Vero Beach, FL 32963
 Basin: N/A
 PIN: 31393600000008000004.0

Charges, Fees and Credits

Extension Charges and Fees

	Quantity	Unit	Unit Cost	Total Cost
Wastewater Utility Extension Charge		Per Lot	\$ 1,100.00	\$ -
Wastewater Impact Fee	1	Per ERU	\$ 2,290.00	\$ 2,290.00
Sub-Total				\$ 2,290.00

Equipment Charges

Type 1A		LS	\$ 2,660.00	\$ -
Type 1B		LS	\$ 3,025.00	\$ -
Type 3A		LS	\$ 4,105.00	\$ -
Type 3B		LS	\$ 4,540.00	\$ -
Type 4A		LS	\$ 4,430.00	\$ -
Type 4B	1	LS	\$ 5,945.00	\$ 5,945.00
Type 4C		LS	\$ 6,645.00	\$ -
Type 4D		LS	\$ 5,100.00	\$ -
Type 5A		LS	\$ 5,015.00	\$ -
Type 5B		LS	\$ 8,070.00	\$ -
Type 6A		LS	\$ 6,255.00	\$ -
Type 6B		LS	\$ 9,875.00	\$ -
Sub-Total				\$ 8,235.00

Credits

STEP Up and Save Credit		Per Lot	\$ 2,290.00	\$ -
Wastewater Utility Extension Credit		Per Lot	\$ 1,100.00	\$ -
Sub-Total				\$ -

Previously paid Impact Fee \$ (2,290.00)

Total Amount Due \$ 5,945.00

DS \$47,250.00

Exhibit "A"

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Assurance Title LLC
4700 NW Boca Raton Blvd # B-201
Boca Raton, FL 33431

Property Appraisers Parcel Identification (Folio) Number: 31-39-36-00000-0080-00004.0 and 31-39-36-00000-0080-00005.0

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made the 19th day of September, 2008 by **Richard M. Jones, and Mary E. Jones, husband and wife, each as to an undivided one-half (1/2) interest as tenants in common** whose address is P. O. Box 94, Wabasso, Florida, 32970 herein called the Grantor, to **Indian River County**, a political subdivision of the state of Florida, whose post office address is 1840 25th Street, Vero Beach, Florida 32970, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in INDIAN RIVER County, State of Florida, viz.:

The North 16.5 acres of the South 33 acres of Government Lots 8 and 9, Section 36, Township 31 South, Range 39 East, all lying and being in Indian River County, Florida. Less right of way for Jungle Trail survey baseline per maintenance map as recorded in Plat Book 9, page 40, Public Records of Indian River County, Florida.

Subject to easements, restrictions and reservations of record and taxes for the year 2008 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2007.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness #1 Signature

JACK C. METZ
Witness #1 Printed Name

[Signature]
Witness #2 Signature

Paula S. Vance
Witness #2 Printed Name

Richard M. Jones
by Jack C. Metz
Attorney in Fact

Richard M. Jones as to one-half (1/2)
interest
by Jack C. Metz, as Attorney- in- Fact per
Durable Power of Attorney dated
10/03/2007

Mary E. Jones
by Jackie Clayton Metz

Attorney in Fact
Mary E. Jones as to one-half (1/2) interest
by Jackie Clayton Metz, as Attorney- in- Fact
per Durable Power of Attorney dated
10/15/2007

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 19th day of September, 2008 by **Richard M. Jones**
as to one-half (1/2) interest
by Jack C. Metz, as Attorney- in- Fact per Durable Power of Attorney dated 10/03/2007
and Mary E. Jones as to one-half (1/2) interest
by Jackie Clayton Metz, as Attorney- in- Fact per Durable Power of Attorney dated 10/15/2007 who
is personally known to me or has produced [Signature] identification.

SEAL

[Signature]
Notary Public NOTARY PUBLIC-STATE OF FLORIDA
Frances DaSilva
Printed Notary Name Commission #19554961
My Commission Expires: 07/04/2010

Prepared by and return to:
City Attorney
P.O. Box 1389
Vero Beach, FL 32961-1389

Property Appraiser's Parcel
Identification No: 3139360000008000004.0

**EASEMENT DEED
(STEP System)**

THIS INDENTURE is made the ____ day of _____ 2020, by **INDIAN RIVER COUNTY, a political subdivision of the state of Florida**, whose mailing address is 1801 27th Street, Vero Beach, Florida 32960, hereinafter called Grantor, to the **CITY OF VERO BEACH, a Florida municipal corporation**, whose address is P.O. Box 1389, Vero Beach, FL 32961-1389, hereinafter called Grantee.

WITNESSETH:

That Grantor hereby covenants and warrants that Grantor is the owner in fee simple of that certain real property located at **7770 Jungle Trail**, lying, situate and being in the City of Vero Beach, Indian River County, Florida, more particularly described as:

The North 16.5 acres of the South 33 acres of Government Lots 8 and 9, Section 36, Township 31 South, Range 39 East, all lying and being in Indian River County, Florida. Less right of way for Jungle Trail survey baseline per maintenance map as recorded in Plat Book 9, Page(s) 40, Public Records of Indian River County, Florida, (hereinafter the "Property").

That for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, said Grantor does hereby grant, bargain, sell, convey, and quitclaim to said Grantee, its successors and assigns in perpetuity, a public utility easement on, under, and across the Property for purposes of a Septic Tank Effluent Pump ("STEP") system (hereinafter the "Facilities") to serve the Property, which easement shall be that area of the Property encompassing the Facilities and a clear zone of five (5) feet appurtenant on all sides of said Facilities (the "Easement Premises"), together with the privilege and right of ingress, egress, and regress in and over the driveways, parking, common and open areas of the Property for access to the Facilities by Grantee's employees, agents, contractors, and assigns, and for accessing other installations and equipment on the Property used in conjunction with the Facilities. The easements granted herein shall run with and be a burden upon the Property. Grantor reserves for Grantor and Grantor's successors and assigns, the right to otherwise use the Easement Premises for purposes not inconsistent with the easements granted herein, including without limitation, the right of ingress, egress and passage by Grantor and Grantor's agents and invitees over, across, and through the Easement Premises.

"Grantor" is used herein for singular or plural as the context requires.

IN WITNESS WHEREOF the said Grantor has caused these presents to be executed in Grantor's name as of the day and year first above written.

SIGNATURE PAGE TO FOLLOW
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BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY

By: _____

Print Name: _____

Title: _____

By: _____

Susan Adams, Chairman

BCC Approved Date: _____

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

By: _____

Deputy Clerk

Approved: _____

Jason E. Brown, County
Administrator

Approved as to form and legal sufficiency:

By: _____

Dylan Reingold, County Attorney

ACCEPTANCE OF CONVEYANCE

The foregoing conveyance is hereby accepted by the City of Vero Beach, Florida, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance.

ATTEST:

CITY OF VERO BEACH, FLORIDA:

Tammy K. Bursick
City Clerk

By: _____

Monte K. Falls, P.E.
City Manager

Seal:

Date: _____

ADMINISTRATIVE REVIEW

(For Internal Use Only—Sec. 2-77 COVB Code)

Approved as to form and legal sufficiency:

Approved as to technical requirements:

