

THIS INSTRUMENT PREPARED BY:

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**DEVELOPER'S AGREEMENT BETWEEN
INDIAN RIVER COUNTY
AND
GRBK GH0 HIGH POINTE, LLC**

THIS DEVELOPER'S AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2020, by and between **INDIAN RIVER COUNTY, FLORIDA**, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL 32960 ("**County**") and **GRBK GH0 HIGH POINTE, LLC**, a Florida limited liability company, 590 NW Mercantile Place, Port St. Lucie, FL 34960 ("**Developer**").

W I T N E S S E T H:

WHEREAS, Developer proposes to develop a single family home subdivision located on South Winter Beach Road (65th Street) in Indian River County, Florida, to be known as "High Pointe", 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 intersection improvements described herein and required as a condition of the County's approval of the High Pointe development; 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. Intersection Improvements: The Developer shall contribute to the County Developer's share of the cost of the ultimate build-out of the following intersection improvements (a) 58th Avenue and 49th Street: \$49,480.58, representing a 1.9% share and (b) 58th Avenue and 65th Street: \$158,262.82, representing a 19.6% share. County acknowledges that the contributions above satisfy the Developer's entire

obligation with respect to off-site intersection improvements through build-out of High Pointe, except to the extent that additional property or units may be added to High Point in the future. 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. Miscellaneous:

- A. In the event of any litigation arising out of this Agreement, the prevailing party shall recover attorneys' fees and costs from the non-prevailing party.
- B. 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.
- C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, and assigns.
- D. 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.
- E. 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 High Pointe.
- F. No Building Permit, Certificate of Completion, or Certificate of Occupancy shall be withheld or delayed by the County for High Pointe 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.
- G. 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 impact fees.
- H. 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.
- I. 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.

- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. 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.

(Execution Pages Follow)

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 :

**BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA**

Print Name:_____

By: _____
Susan Adams, Chair

Print Name:_____

Approved By:

BCC Approved:_____

Jason E. Brown, County Administrator

Approved as to Form and Legal Sufficiency

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

William K. DeBaal, Deputy County Attorney

By: _____
Deputy Clerk

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this ____ day of _____, 2020, by Susan Adams, as Chair of the Board
of County Commissioners, who is personally known to me or who produced
_____ as identification.

(Notary Seal)

Print Name:_____
My Commission Expires:_____

Signed, sealed and delivered
in the presence of:

GRBK GHQ HIGH POINTE, LLC, a
Florida limited liability company

Print Name:_____

By:_____
William N. Handler, Manager

Print Name:_____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this ____ day of _____, 2020, by William N. Handler, as Manager of
GRBK GHQ High Pointe, LLC, a Florida limited liability company, who is personally known to
me or who has produced _____ as identification.

(Notary Seal)

Print Name:_____
My Commission Expires:_____