

AGREEMENT BETWEEN
INDIAN RIVER COUNTY, FLORIDA
AND
GO LIFE HOLDING LLC
FOR
VENETIAN GROVE

FOR THE COST SHARE OF OFF-SITE UTILITIES

THIS AGREEMENT FOR THE COST SHARE OF OFF-SITE UTILITIES, is made 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 (the “County”) and GO LIFE HOLDING LLC, a Florida limited liability company, the address of which is 305 Julia Street, New Smyrna Beach, Florida 32168 (the “Developer”), for VENETIAN GROVE, and is effective upon execution by the last of the parties hereto (the “Agreement”).

RECTIALS:

WHEREAS, Developer is the owner of approximately 239 acres located at 12th Street, Vero Beach, and as more specifically described in Exhibit “A” attached hereto (the “Property”); and

WHEREAS, Developer proposes to develop the Property into a total of nine hundred (900) single-family residential units pursuant to the approved Venetian Grove Subdivision, which is the subject of Ordinance No. _____; and

WHEREAS, Developer, in conjunction with the construction improvements at Venetian Grove, is providing water and wastewater facilities to the Property; and

WHEREAS, County requires off-site utility improvements to connect to the regional watermain and force main; and

WHEREAS, impacts of development on utility facilities can be mitigated by the cooperative efforts of public and private sectors; and

WHEREAS, the off-site utility improvements constructed by Developer will advance the implementation of the County's adopted Indian River County Master Plan Update; and

WHEREAS, Developer shall complete construction of the off-site utility improvements in the form of installation of a twelve inch (12”) watermain extension generally from the vicinity of 8th Street and 90th Avenue to the vicinity of 8th Street and 98th Avenue, which can either be

accomplished by boring under I-95 or by going south along 90th Ave to 4th Street, then along 4th Street from 90th to 98th and then back up 98th, which is anticipated to be done through open cut along existing roadways (the “Off-Site Utility Improvements”); and

WHEREAS, the proposed Off-Site Utility Improvements are a system safety enhancement that County has desired to implement and is anticipated to help improve the system for all area customers; and

WHEREAS, County deems it to be in the public interest to recognize the construction by Developer for the future improvement of the utility system in the portion of the County in which the Property is located; and

WHEREAS, other alignment option may be considered to get from the vicinity of 8th Street and 90th Avenue to the vicinity of 8th Street and 98th Avenue, based on route feasibility; and

WHEREAS, County has determined that Developer is making binding commitments for itself and its successors and assigns in the Property to County as set forth herein to accommodate the impacts of the Development; and

WHEREAS, Florida law allows for the County's execution of this Agreement;

WHEREAS, this Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation and comprehensive planning and reduces the costs of development; and

WHEREAS, Developer seeks by this Agreement to set forth Developer's obligation regarding construction of future utility improvements within the project's impact area; and

WHEREAS, County agrees to reimburse Developer, as provided herein, for the Developer's installation of the Off-Site Utility Improvements.

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. Findings of Fact. The foregoing recital statements are true and correct and incorporated herein by reference as Findings of Fact.
2. Purpose. The purpose of this Agreement is to:
 - a. Satisfy the requirements of UCP No. 3626 for the Venetian Grove Subdivision; and
 - b. Recognize the utility improvements to be constructed by Developer and partially reimbursed by County as providing significant benefit to the impacted utility system in the area of the development; and
 - c. Secure utility availability for nine hundred (900) single-family units.

3. Changes in Densities and Intensities. Amendments to the zoning classification, permits or other approvals for Venetian Grove from time-to-time, which do not increase the utility impacts beyond the development densities proposed or allowed herein or the equivalent thereof, shall not affect the validity or vary the terms of this Agreement. If a zoning change is made that in any way increases such water and sewer impacts as set forth herein, this Agreement shall not be effective only as to the incremental development causing the increased impacts, but such incremental development shall not limit or impair any rights, privileges and benefits afforded by this Agreement.

4. Off-Site Utility Improvements. The Developer shall construct the Off-Site Utility Improvements substantially as described hereinabove and otherwise as directed by the Indian River County Utilities Department. The County shall reimburse the Developer for a portion of the Off-Site Utility Improvements, as set forth herein. Developer shall submit final plans for construction of off-site utility improvements to the County prior to commencement of construction, which final plans may propose a different route for Off-Site Utility Improvements, and the County shall have 30 days to review, amend and/or approve said plans. The Developer shall construction the Off-Site Utility Improvements in accordance with the following schedule:

- a. Design completed by the time of issuance of a building permit for the 200th home; and
- b. Construction initiated by time of issuance of a building permit for the 300th home; and
- c. Construction completed by no later than the time of the issuance of a building permit for the last home in Phase 2

* Phasing of the Project anticipated to be:

Phase 1	251 homes
Phase 2	340 homes
Phase 3	309 homes

Any changes to this phasing schedule will an amendment to this Agreement per Section 11 herein. Developer agrees that failure to meet the above schedule may result in the County placing a hold on issuance of building permits.

5. Reimbursement. The County shall reimburse the Developer an amount equal to sixty percent (60%) of the total cost of design, permitting, construction and installation of the Off-Site Utility Improvements (the "Improvements Expenses"). The Developer shall have the right to submit an invoice, together with reasonable supporting documentation, to the County each month for the County's sixty percent (60%) share of all of the Improvements Expenses incurred by the Developer for the immediately preceding month, and the County shall pay its sixty percent (60%) share of such Improvements Expenses per the Florida Local Government Prompt Payment Act. The reimbursement rate of sixty percent (60%) is calculated based upon the estimated "developable" number of homes that could be built in the surrounding area (based on acreage with the existing urban service boundary) including the Venetian Grove development to be approximately 2211 homes with Venetian Grove proposing to develop around 900 homes.

6. Easements.

- a. The Developer shall convey to the County a utility easement for the water and wastewater utilities over any property owned by the Developer 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, waterlines, services, laterals, manholes, meters, lift station, sewer, remote monitoring and related utility structures.
- b. The grant of easement may be made by way of an easement agreement or the adoption and dedication of a duly approved and recorded plat pursuant to Chapter 177, Florida Statutes.

7. Indemnification. The Developer hereby releases and holds harmless the County, and the County's officers, employees, 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 by Developer or its contractors or subcontractors within or on the Property, or from any act or omission of any representative, agent, client, and/or employee of Developer with respect to such work, and Developer shall indemnify the County against any such claims and any judgments that may be entered in connection therewith, including attorneys' fees.

8. Reserved.

9. Term. The term of this Agreement shall be seven (7) years. Unless otherwise agreed to by the parties in writing, this Agreement shall not be renewed automatically for successive terms.

- a. Once any construction has been initiated under this Agreement by Developer, the obligations of the County, including the obligation to reimburse Developer under Section 5 hereof, and the rights granted to Developer hereunder, shall survive the termination of this Agreement and shall continue until such construction is complete.
- b. [Intentionally Deleted].

10. Definitions. 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.

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

12. 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.

13. 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.

14. 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.

15. 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.

16. Governing Law and 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.

17. Permits and Approvals. The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the development contemplated by this Agreement shall not relieve any party, or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms, and restrictions. Notwithstanding the foregoing, the interests of any party may be mortgaged in connection with a mortgage of any portion of the Property.

18. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) Agreement, but in the 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.

19. Further Assurances. Each of the parties hereto agrees, to the extent permitted by law, to do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto to the extent allowed and in a manner permitted by law. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the County, the parties hereby declare their intention to cooperate with each other in affecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

20. Exhibits. All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

21. 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.

22. Severability; Invalid Provision. If any provision of this 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 provisions had never compromised 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 provisions or by its severance from this Agreement.

23. Notices. Any notices or reports required by this Agreement shall be sent to the following:

For the County:

County Administrator
Indian River County
1801 27th Street
Vero Beach, Florida 32960

For the Developer:

Go Life Holding LLC
305 Julia Street
New Smyrna Beach, Florida 32168

With copy to:

Amy Marie Vo, Esq.
St. Johns Law Group
104 Sea Grove Main Street
St. Augustine, Florida 32080

24. Time of Essence. Time is of the essence of this Agreement. 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.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

ATTEST:
Ryan L. Butler, Clerk of Court and Comptroller

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

BY: _____
Deputy Clerk

By: _____
Joseph H. Earman, Chairman

Date: _____

Approved :

Approved as to form and legal sufficiency:

John A. Titkanich, Jr.
County Administrator

William K. DeBaal
County Attorney

STATE OF _____
COUNTY OF _____

The foregoing instrument is hereby acknowledged before me by () remote online notarization or () physical presence on this ____ day of _____, 2023, by _____, who is the Chairman of the Board Of County Commissioners for Indian River County, Florida, and is authorized to execute this Agreement on behalf of Indian River County, Florida. He is known to me and (did/did not) take an oath.

NOTARY PUBLIC, State of Florida
Name: _____
My Commission Expires: _____
My Commission Number is: _____

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

Witness:

GO LIFE HOLDING, LLC, a Florida limited liability company

Name: _____

By: _____

Name: _____

Its: _____

Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument is hereby acknowledged before me by () remote online notarization or () physical presence on this ____ day of _____, 2023, by _____, who is the _____ of Go Life Holding LLC, a Florida limited liability company, on behalf of the company. He/She has produced _____ as identification and (did/did not) take an oath.

NOTARY PUBLIC, State of _____

Name: _____

My Commission Expires: _____

My Commission Number is: _____

EXHIBIT A

LEGAL DESCRIPTION

Parcel I:

The South 1/2 of Tract 11, Section 10, Township 33 South, Range 38 East, according to the last general Plat of lands of Indian River Farms Company filed in the office of the Clerk of the Circuit Court of St. Lucie County, Florida, recorded in Plat Book 2, at Page 25, said lands now lying and being in Indian River County, Florida.

Parcel II:

The North 1/2 of Tract 11, Section 10, Township 33 South, Range 38 East, according to the last general Plat of lands of Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, recorded in Plat Book 2, at Page 25, said lands now lying and being in Indian River County, Florida.

Parcel III:

All of Tract 12 and the West 1/2 of Tract 13, Section 10, Township 33 South, Range 38 East, according to the last general Plat of lands of Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, in Plat Book 2, at Page 25; said lands now lying and being in Indian River County, Florida.

AND

The East 1/2 of Tract 13, Section 10, Township 33 South, Range 38 East, according to the last general plat of land of Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, recorded in Plat Book 2, at Page 25; said lands now lying and being in Indian River County, Florida.

Parcel IV:

The West 10 acres of the East 1/2 of Tract 14 and the West 1/2 of Tract 14, Section 10, Township 33 South, Range 38 East, according to the last general plat of lands of Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St Lucie County, Florida, recorded in Plat Book 2, at Page 25; said lands now lying and being in Indian River County, Florida.

AND

The East 1/2 of Tract 14, LESS the West 10 acres thereof, Section 10, Township 33 South, Range 38 East, according to the last general plat of lands of Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, recorded in Plat Book 2, at Page 25; said lands now lying and being in Indian River County, Florida.

Parcel V:

The North 1/2 of the following described property:

Tracts 3 and 6, Section 10, Township 33 South, Range 38 East, according to the last general plat of lands of Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, recorded in Plat Book 2, at Page 25; said lands now lying and being in Indian River County, Florida, together with an Easement for ingress and egress over the Westerly 20 feet of the South 1/2 of the following described property:

Tracts 3 and 6, Section 10, Township 33 South, Range 38 East, according to the last general Plat of lands of Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, recorded in Plat Book 2, at Page 25; said lands now lying and being in Indian River County, Florida.

Parcel VI:

The South 1/2 of the following described property:

Tracts 3 and 6, Section 10, Township 33 South, Range 38 East, according to the last general Plat of land of Indian River Farms Company filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, recorded in Plat Book 2, at Page 25; said lands now lying and being in Indian River County, Florida.