

**AGREEMENT BETWEEN**  
**INDIAN RIVER COUNTY, FLORIDA**  
**AND**  
**NOVALAND, LLC**  
**FOR**  
**REAMS GLEN SUBDIVISION WATER MAIN EXTENSION**

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**FOR THE CONSTRUCTION OF OFF-SITE UTILITIES**

THIS AGREEMENT ("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 **Novaland, L.L.C.**, whose mailing address is 6257 Arcadia Square, Vero Beach, FL 32966 (hereinafter the "DEVELOPER") is effective upon execution by the two parties ("Effective Date").

WHEREAS, the DEVELOPER, in conjunction with the construction of improvements at Reams Glen Subdivision, is constructing water main facilities to the subject properties located at 916 – 935 7<sup>th</sup> Place and 910 – 946 7<sup>th</sup> Street, whose legal description is attached as Exhibit "A" (the "Subject Properties"); 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. The COUNTY, pursuant to Section 201.11, of the Code, agrees to reimburse the DEVELOPER, as provided herein, for the cost of a portion of the 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 ("IRCDUS"). The COUNTY shall reimburse the DEVELOPER for installing off-site utilities as outlined below:

The COUNTY shall reimburse the DEVELOPER for extending the installation of a 6-inch diameter water main from the southeast corner of 916 7<sup>th</sup> Place to the point of connection at the existing 6-inch water main along Old Dixie Highway and the southwest corner of 936 7<sup>th</sup> Place to the point of connection at the existing 6-inch water main along 10<sup>th</sup> Avenue, a distance of approximately 350 linear feet, (1) fire hydrant assembly, (2) water services, and a portion of the maintenance of traffic and site restoration.

2. Reimbursement:

The COUNTY shall reimburse the DEVELOPER pursuant to the provisions of Section 201.11, of the Code, for funds advanced by DEVELOPER to extend the off-site water main. COUNTY shall reimburse DEVELOPER in accordance with Exhibit "B" for extending the off-site water main. The actual reimbursement amounts shall be based on the contractor's final invoice but in no event shall the County cost share exceed \$126,016.80.

Within 30 calendar days of acceptance of the bill of sale for the water main and submittal of the necessary maintenance security, COUNTY shall reimburse DEVELOPER its share of the cost of the water main, as set forth in Exhibit "B".

3. Amendment:

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

4. Assignability:

Either party may assign this Agreement so long as the assignment bears acknowledgment of the assignee and the other party, subject to any limitations specified in the Indian River County Code of Ordinances. However, the rights granted herein shall run with the land and are not the personal property of the DEVELOPER. The assignee shall file a transfer and assumption of this agreement with the County, failure to do so shall render any assignment null and void.

5. 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.

6. 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.

7. 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 IRCDUS, to Indian River County Public Works for a Right-of-Way permit (ROW), which includes, but is not limited to meeting all security requirements of section 312.11 of the Code, to the Florida Department of Environmental Protection (FDEP) for a general permit, and for all other necessary permits. The DEVELOPER shall not commence construction until all permits are approved and obtained.

8. Definition:

All pronouns shall be deemed to refer to the masculine, feminine, or non-binary singular or plural, as the identity of the party or parties may require.

9. DEVELOPER'S Obligations:

The design, preparation of contract documents, permitting, and construction of the water main shall be the DEVELOPER's responsibility and expense until such time the necessary testing, acceptance of the FDEP Certification of Completion, and acceptance of the water main dedication to IRCDUS per IRCDUS's Water & Wastewater Utility Standards, May 2019 or latest edition, has been completed and a 1-year warranty is in place.

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 (collectively the "Indemnitees"), and each of them from and against any loss, costs, damages, claims, third party claims, expenses (including attorneys' fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or destruction or loss of any property arising out of, resulting from, be occasioned by, or in connection with the performance or nonperformance of any work contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, default, negligence, 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 water mains and/or storm water 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.

12a. Indemnification Savings Clause:

In the event any of the foregoing indemnification clauses under Section 12 is found to be unenforceable, it is understood the DEVELOPER shall instead indemnify and hold harmless the COUNTY, its officers, employees and agents, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the DEVELOPER and persons employed or utilized by the DEVELOPER in the performance of this Agreement.

12b. Sovereign Immunity

Nothing in this Agreement shall be deemed as a waiver of the COUNTY's right to Sovereign Immunity under Florida Statutes/Law.

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; (b) Letter of Credit, in the County's standard form, drawn and payable by a financial institution located within Florida; or (c) surety bond issued by a surety company licensed to do business in the State of Florida and having an A.M. Best rating of no less than A-VI. 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 Subject Property. 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 COUNTY shall have the right to terminate this Agreement, and the parties shall have no further obligations to each other.

The DEVELOPER shall comply with reasonable requests 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. DEVELOPER shall meet all necessary IRCDUS construction requirements, including the posting of the required security.

16. Recording of Agreement:

This Agreement, and any assignment, may be recorded in the official records of Indian River County by the COUNTY. If recorded, 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.

20. Release:

DEVELOPER, on behalf of itself and its successors, and assigns, hereby releases, acquits, and forever discharges COUNTY and its respective present and former elected officials, employees, agents, representatives, and insurers, from all claims, causes of action, demands, debts, liabilities, and obligations, of every name and nature, known or unknown, asserted or unasserted, accrued or unaccrued, both at law or in equity, from the beginning of time to the Effective Date.

IN WITNESS WHEREOF, the COUNTY and the DEVELOPER have accepted, made, and executed this Agreement as follows:

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

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

\_\_\_\_\_  
BY: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Susan Adams, Chairman

BCC Approved Date: \_\_\_\_\_

Approved:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
John A. Titkanich, Jr.  
County Administrator

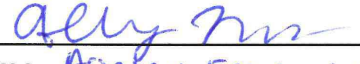
\_\_\_\_\_  
Susan J. Prado, Esq.  
Deputy County Attorney

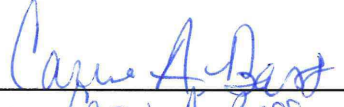
IN WITNESS WHEREOF, the COUNTY and the DEVELOPER have accepted, made, and executed this Agreement as follows:

Signed, sealed and delivered  
in the presence of:

DEVELOPER:  
**Novaland, LLC**

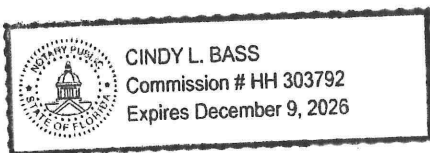
By:   
Asan Karikov, Manager

Signature:   
Printed Name: Ashley Ferguson  
Address: 1655 27th St St 2  
Vero Beach FL 32960

Signature:   
Printed Name: Carrie A. Bass  
Address: 1655 27th St Suite 2  
Vero Beach FL 32960

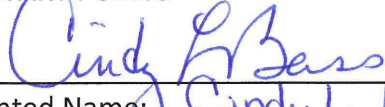
STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 24<sup>th</sup> day of July, 2024 by Asan Karikov, who is ☐ personally known or ☒ produced identification in the form of Drivers License.

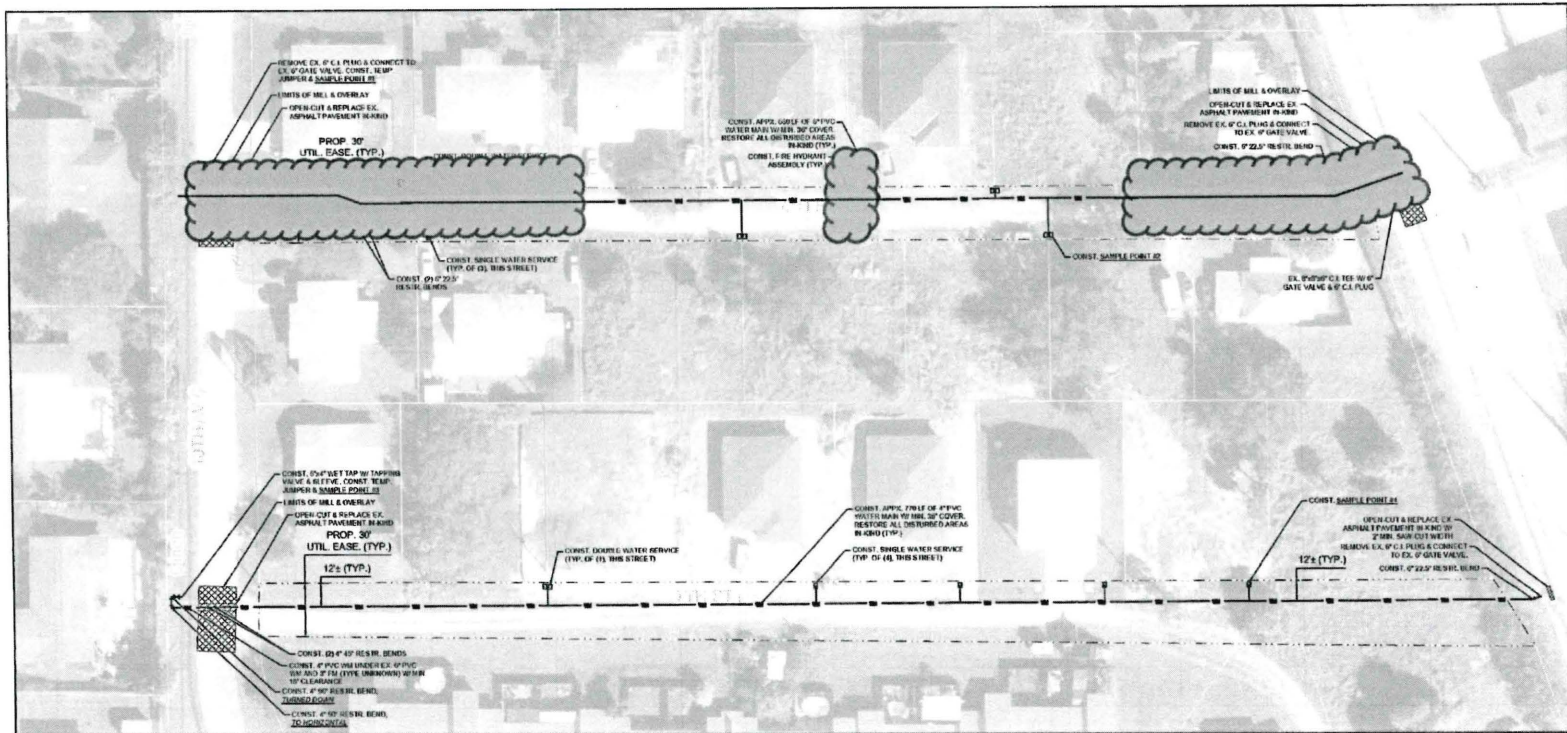
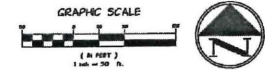


NOTARIAL SEAL:

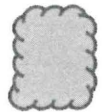
NOTARY PUBLIC


  
Printed Name: Cindy L. Bass  
Commission No.: HH 303792  
Commission expiration: 12-09-2026

**EXHIBIT "A"**

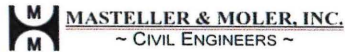


= AREAS OF REIMBURSEMENT BY THE COUNTY



 <b>MASTELLER &amp; MOLER, INC.</b> <b>CONSULTING ENGINEERS</b>		<b>PRELIMINARY CONSTRUCTION PLANS</b> <b>REAMS GLEN WATER MAIN EXTENSION</b> <b>NOVALAND, LLC</b>		You hereby acknowledge that this set of plans for the extension of Reams & Moler, Inc. is a preliminary set of plans and is not to be used for construction purposes. It is to be used for informational purposes only. No warranty is made by Masteller & Moler, Inc. for the use of these plans for any purpose other than that for which they were prepared. No liability shall be assumed by Masteller & Moler, Inc. for any damages or losses resulting from the use of these plans for any purpose other than that for which they were prepared. No liability shall be assumed by Masteller & Moler, Inc. for any damages or losses resulting from the use of these plans for any purpose other than that for which they were prepared.		REAMS SCG DESIGNED SCG CHECKED SCG DATE 2/16/24 BY JH/SG 02/18/24	
NO. DATE REVISIONS	DESCRIPTION DATE	CERTIFICATE OF AUTHORIZATION NUMBER 4204 1665 27TH STREET, SUITE 2, VERO BEACH, FLORIDA 32960 (772) 587-5300 / FAX (772) 704-1106		NOVA 2/25/24		FOR PRICING PURPOSES ONLY NOT FOR CONSTRUCTION 02/18/24 FLORENCE D204, MASTELLER & MOLER, INC. SEAN C. GREEN, P.E. FL #90797	

## Exhibit "B"



Novaland, LLC  
Reams Glen Water Main Extension

Potable Water					
1	Temporary Jumper	2	EA	\$ 4,800.00	\$ 9,600.00
2	Connect to Ex. 6" G.V.	3	EA	\$ 2,900.00	\$ 8,700.00
3	6"x4" Wet Tap w/ Tapping Valve & Sleeve	1	EA	\$ 6,092.00	\$ 6,092.00
4	4" PVC Water Main w/ Testing & Chlorination (See Note 1)	770	LF	\$ 29.22	\$ 22,499.40
5	6" PVC Water Main w/ Testing & Chlorination (See Note 1)	660	LF	\$ 37.70	\$ 24,882.00
6	Fire Hydrant Assembly	1	EA	\$ 9,856.00	\$ 9,856.00
7	6"x4" Restr. Reducer	1	EA	\$ 962.00	\$ 962.00
8	4" Restr. 22.5" Bend	1	EA	\$ 764.00	\$ 764.00
9	4" Restr. 45" Bend	3	EA	\$ 776.00	\$ 2,328.00
10	4" Restr. 90" Bend	2	EA	\$ 792.00	\$ 1,584.00
11	6" Restr. 22.5" Bend	3	EA	\$ 880.00	\$ 2,640.00
12	Single Water Service w/ Meter Box	5	EA	\$ 2,405.00	\$ 12,025.00
13	Double Water Service w/ Meter Boxes	6	EA	\$ 3,815.00	\$ 22,890.00
14	Bacteriological Sample Points	4	EA	\$ 2,800.00	\$ 11,200.00
Potable Water Subtotal				\$	136,022.40
Restoration					
15	Mill & Overlay - 1" Thick Min. SP 9.5	580	SY	\$ 62.40	\$ 36,192.00
16	Remove & Replace (Open Cut) - Asphalt SP 12.5 2.5" Thick Min. (Old Dixie)	18	SY	\$ 315.00	\$ 5,670.00
17	Remove & Replace (Open Cut) - Double Base Rock 20" Thick Min. (Old Dixie)	18	SY	\$ 370.00	\$ 6,660.00
18	Remove & Replace (Open Cut) - Asphalt SP 9.5 2" Thick Min. (10th Avenue)	45	SY	\$ 315.00	\$ 14,175.00
19	Remove & Replace (Open Cut) - Double Base Rock 16" Thick Min. (10th Avenue)	45	SY	\$ 325.00	\$ 14,625.00
20	Remove & Replace (Open Cut) - Stabilized Subgrade 8" Think Min. (7th Pl & 7th St) [BUDGET]	80	SY	\$ 77.25	\$ 6,180.00
21	Grassing - Sod (Bahia) [BUDGET]	2100	SY	\$ 3.85	\$ 8,085.00
22	Striping - 6" Solid White Thermo [BUDGET]	1	LS	\$ 1,500.00	\$ 1,500.00
Restoration Subtotal				\$	91,587.00
General					
23	Clearing/ Grubbing/ Tree Removal	1	LS	\$ 4,600.00	\$ 4,600.00
24	Erosion & Sediment Control	1	LS	\$ 2,000.00	\$ 2,000.00
25	Stake-Out/ As-Built Survey (Project Record Documents)	1	LS	\$ 6,200.00	\$ 6,200.00
26	Maintenance of Traffic (See Note 6)	1	LS	\$ 5,600.00	\$ 5,600.00
27	Mobilization	1	LS	\$ 30,178.26	\$ 30,178.26
General Subtotal				\$	48,578.26
Construction Cost Total				\$	276,187.66
Consultant Services					
28	Survey Base Map & Easement Descriptions	1	LS	\$ 7,700.00	\$ 7,700.00
29	Civil Engineering Design, Permitting, & Construction Admin. Services	1	LS	\$ 21,000.00	\$ 21,000.00
Consultant Services Total				\$	28,700.00
Project Total				\$	304,887.66

Developer (Quantity)	Developer (Total Cost)	County (Quantity)	County (Total Cost)
1	\$ 4,800.00	1	\$ 4,800.00
1	\$ 2,900.00	2	\$ 5,800.00
1	\$ 6,092.00	0	\$ -
770	\$ 22,499.40	0	\$ -
310	\$ 11,687.00	350	\$ 13,195.00
0	\$ -	1	\$ 9,856.00
1	\$ 962.00	0	\$ -
1	\$ 764.00	0	\$ -
3	\$ 2,328.00	0	\$ -
2	\$ 1,584.00	0	\$ -
0	\$ -	3	\$ 2,640.00
4	\$ 9,620.00	1	\$ 2,405.00
5	\$ 19,075.00	1	\$ 3,815.00
2	\$ 5,600.00	2	\$ 5,600.00
Subtotal	\$ 87,911.40	Subtotal	\$ 48,111.00
Subpercentage	64.6%	Subpercentage	35.4%
290	\$ 18,096.00	290	\$ 18,096.00
0	\$ -	18	\$ 5,670.00
0	\$ -	18	\$ 6,660.00
23	\$ 7,245.00	22	\$ 6,930.00
23	\$ 7,475.00	22	\$ 7,150.00
60	\$ 4,635.00	20	\$ 1,545.00
1590	\$ 6,121.50	510	\$ 1,963.50
0	\$ -	1	\$ 1,500.00
Subtotal	\$ 43,572.50	Subtotal	\$ 49,514.50
Subpercentage	46.8%	Subpercentage	53.2%
60.0%	\$ 2,760.00	40.0%	\$ 1,840.00
60.0%	\$ 1,200.00	40.0%	\$ 800.00
60.0%	\$ 3,720.00	40.0%	\$ 2,480.00
50.0%	\$ 2,800.00	50.0%	\$ 2,800.00
60.0%	\$ 18,106.96	40.0%	\$ 12,071.30
Subtotal	\$ 28,586.96	Subtotal	\$ 19,991.30
Constr. Total	\$ 160,070.86	Constr. Total	\$ 117,616.80
Subpercentage	58.8%	Subpercentage	41.2%
100.0%	\$ 7,700.00	0.0%	\$ -
60.0%	\$ 12,600.00	40.0%	\$ 8,400.00
Consult. Total	\$ 20,300.00	Consult. Total	\$ 8,400.00
Subpercentage	70.7%	Subpercentage	29.3%
Project Total	\$ 180,370.86	Project Total	\$ 126,016.80
Total Percentage	58.9%	Total Percentage	41.1%

Subtotal \$ 136,022.40

Cuml. IRC % 35.4%

Subtotal \$ 93,087.00

Cuml. IRC % 42.6%

Subtotal \$ 48,578.26

Constr. Total \$ 277,687.66

Cuml. IRC % 42.4%

Consult. Total \$ 28,700.00

Cuml. IRC % 41.1%

Project Total \$ 306,387.66

Final IRC % 41.1%

NOTE: The unit and total costs listed herein were provided by the Project's Low Bidder, Timothy Rose Contracting, based upon the Preliminary Take-off of Construction Quantities provided by our Office and subsequently revised 8/26/24

I.R.C.D.U.S.  
Accepted *[Signature]* 7/24/2024  
Insufficient \_\_\_\_\_

