DEVELOPMENT AGREEMENT BETWEEN

INDIAN RIVER COUNTY, FLORIDA

AND

RIVERFRONT GROVES, INC.

FOR

HARMONY ISLES

THIS DEVELOPMENT AGREEMENT , 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 RIVERFRONT GROVES, INC., a Florida profit corporation, the address of which is 4889 N. US 1, Vero Beach, FL 32961 (the "Developer"), for HARMONY ISLES, and is effective upon execution by last of the parties hereto (the "Agreement").

RECITALS:

WHEREAS, Developer is the owner of approximately 116.86 acres located at 1375 98th Ave., Vero Beach, FL 32966 and as more specifically described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, Developer proposes to develop the Property into a total of 384 residential units, consisting of 237 single-family lots, and 147 townhouse units, pursuant to the approved Harmony Isles subdivision, which is the subject of Ordinance No. 24-004; ("HI Development"); and

WHEREAS, GO LIFE HOLDING, LLC is also developing a single-family residential subdivision ("GLH") known as Venetian Grove Subdivision ("GLH Development") adjacent to the Property located at 12th Street, Vero Beach, and more specifically described in the GLH Agreement described below; and

WHEREAS, as part of the GLH Development, the County requires off-site utility improvements to connect to the regional watermain and force main (the "Improvements") and has entered into that certain Developer's Agreement with GLH for said construction improvements to be constructed by GLH (the "GLH Agreement"). The GLH Agreement is attached hereto as Exhibit "B"; and

WHEREAS, per the GLH Agreement, GLH 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 Avenue 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, other alignment options 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, the County has agreed to reimburse GLH, as provided in that certain GLH Agreement, for GLH's installation of the Improvements; and

WHEREAS, the Developer expects that a certain number of its HI Development units will utilize, and be affected by the Improvements contemplated in the GLH Agreement, and will be required to pay the County for HI Development's proportionate share of its utilization of said Improvements; and

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

WHEREAS, the Improvements are not required for concurrency of Proposed HI Development; and

WHEREAS, sufficient capacity is available, and the proposed utility extension is proposed to provide redundancy and efficiencies for Indian River County in order to provide service to all properties west of I-95; and

WHEREAS, the Improvements constructed by GLH will advance the implementation of the County's adopted Indian River County Master Plan Update; and

WHEREAS, the development proposed is consistent with the County's comprehensive plan and land development regulations.

WHEREAS, Developer seeks by this Agreement to set forth Developer's obligation to pay the County for its percentage share of water line usage based on the number of HI Development units benefitting from the Improvements; and

WHEREAS, Developer further seeks by this Agreement to set forth Developer's obligations for contribution via construction of required traffic improvements; and

WHEREAS, as part of the GLH Agreement with GLH also includes traffic improvements to be constructed by GLH; and

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

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 agrees to pay County, as provided herein, for the Developer's proportionate use of said Improvements.

NOW, THEREFORE, for and in consideration of the mutual promises set forth here and other good and valuable consideration, the Developer and County agree as follows:

1. Findings of Fact. The foregoing recitals are true and correct and incorporated herein by reference as Findings of Fact.

2. Purpose. The purpose of this Agreement is to:

    a. Recognize the utility Improvements to be constructed by GLH and partially reimbursed by the County as providing significant benefit to the impacted utility system in the area of development, and towards the HI Development; and
    b. Recognize the Improvement benefit to HI Development, and partial payment to the County for its expenditure of funds to GLH for the facilitation of said Improvements.
    c. Secure utility availability for 384 units benefiting from utility Improvements.
    d. To ensure that all traffic requirements for the new development are provided to accommodate the new growth due to the 384 units coming with the HI Development.

3. Permitted Development Uses: The proposed area of development for Harmony Isles is currently zoned RM-6 which allows a density of 6 units per acre. The area of development is 116.86 acres. The maximum density for the project is 384 units. The Maximum building height per the County's Land Development Regulations is 35 feet.

4. Impact Fees: All impact fees relevant to this Agreement will adhere to the Florida Impact Fee Act, Florida Statute Section 163.31801.

5. Public Facilities: Indian River County water and sanitary sewer facilities will be extended to the site as well as roadway improvements within the County right-of-way. All public facilities will be constructed by the Developer and dedicated to the County prior to Certification of Completion.

6. Dedications: The project will dedicate to the County +/- 3,534 SF of dedication on 16th Street and +/- 4' for 335' on 98th Avenue along the proposed right turn lane onto 12th Street. The dedicated property will be used for public right-of-way purposes. Dedication shall occur within 30 days of completion of the associated improvement or at final plat, whichever is earliest.

7. Required Traffic Improvements pursuant to the traffic study: The traffic improvements required pursuant to the traffic study will need to be completed by Developer prior to issuance of Certificate of Completion. The Improvements listed below for the traffic signal must be done via a painted mast arm traffic signal and the County will determine whether the traffic signals will be flash or full operation at the time of traffic signal completion. There are two scenarios below for which traffic improvements are required to be made. The Scenario will depend upon the neighboring development and their required improvements as well.
    a. Scenario A (With GLH Development):
        1. SR60 and 98th Ave Northbound right turn overlap phase.
        2. 12th St and 98th Ave:
            a. Southbound right turn lane

b. Traffic Signal

3. 12th St access- westbound right turn lane
4. 16th St access – Roundabout

b. Scenario B (without GLH Development):

1. SR60 and 98th Ave:
    a. Northbound right turn lane
    b. Westbound left turn four section Flashing Yellow Arrow
    c. Eastbound left turn four section Flashing Yellow Arrow
2. 12th St and 98th Ave.
    a. Southbound right turn lane
3. 12 St access – westbound right turn lane
4. 16th St access – Roundabout

8. Permitting: A description of all local development permits approved, or needed to be approved for the Development of the land is attached hereto as Exhibit "C".

9. Off-Site Utility Improvements & Contingency: GLH will construct the Off-Site Utility Improvements substantially as described in the attached GLH Agreement, and in the timeframes set forth in said Agreement. Further, the County will reimburse GLH for a portion of the Improvements as set forth in the GLH Agreement. Developer shall pay the County for the HI Development's proportionate use of the Improvements upon issuance of the Land Development Permit. If GLH or the County defaults in their requirements pursuant to the GHL Agreement, or the GLH Agreement otherwise becomes void Developer will have no further obligations as it relates to the utilities portion under this Agreement, however the traffic portion will still need to be complied with pursuant to paragraph 6.b. above.

10. Payment Terms. The County shall reimburse GLH for its construction of the Improvements pursuant to the terms of Section 5 of the GLH Agreement. The Developer shall pay the County for the HI Development's proportionate use of the Improvements upon issuance of the Land Development Permit. Developer's payment shall be calculated as follows:
    a. The number of units impacted/benefitted from the Improvements (384 units), multiplied by the price per unit ($800.00) for a total of $307,200.00.

11. Easements.
    a. 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.

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

13. 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.

14. 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. Further, the County will not delay HI Development approvals and construction based on timing of water main extension construction. Notwithstanding the foregoing, the interests of any party may be mortgaged in connection with a mortgage of any portion of the Property.

15. 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.

16. 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.

17. 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.

18. Recording of Agreement. This Agreement shall be recorded in the official records of Indian River County by the County within 14 days of execution of the agreement 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.

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

For the County:

County Administrator
Indian River County
180I 27th Street
Vero Beach, Florida 32960

With Copy to:

Susan Prado
County Attorney's Office
1801 27th Street
Vero Beach, Florida 32960

For the Developer:

Riverfront Groves, Inc.
4889 N. US 1
Vero Beach,Florida 32961

With copy to:

Peter Sweeney, Esq.
MCT Law
P.O. Box 650121
Vero Beach,Florida 32965

20. 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.

21. 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.

22. 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 an of its provisions.

23. 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.

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

25. 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.

26. 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.

27. Amendment. This Agreement may be modified only by a written instrument executed by all parties to the Agreement and pursuant to the requirements of Florida Statute.

[SEE FOLLOWING PAGES FOR SIGNATURES]

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

_____
By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By: _____
Joseph E. Flescher Chairman

Approved:

_____
John A. Titkanich, Jr.
County Administrator

Approved by BCC on:_____

Approved as to form and legal sufficiency:

_____
Susan Prado, Deputy County Attorney

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

SWORN TO AND SUBSCRIBED before me by means of [ ] physical presence or [ ] remote online notarization, this _____ day of _____, 2025, by Joseph E. Flescher, who is 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, and who is [ ]personally known to me, or [ ] has produced a driver's license as identification.

_____
Notary Public

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:
Signature: _____
Print: _____
Adress:_____
_____

Witness:
Signature: _____
Print: _____
Adress:_____
_____

RIVERFRONT GROVES, INC., a Florida profit corporation

By: _____
Dan S. Knight, President
Adress:_____
_____

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

SWORN TO AND SUBSCRIBED before me by means of [ ] physical presence or [ ] remote online notarization, this _____ day of January 2025, by Dan S. Knight, who is the President of Riverfront Groves, Inc., a Florida profit corporation, and is authorized to execute this Agreement on behalf of the company, and who is [ ]personally known to me, or [ ] has produced a driver's license as identification.

_____

Notary Public

EXHIBIT “A”
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

Tracts 2, 7, & 8, Section 9, Township 33 South, Range 38 East. according to the last general plat of the lands of Indian River Farms Company Subdivision, as recorded in Plat Book 2, page 25, Public Records of St. Lucie County, Florida; said land now lying and being in Indian River County, Florida, LESS that portion deeded by Quit Claim Deed to Indian River County, a political Subdivision of the State of Florida, in Official Records Book 2170, Page 447, Public Records of Indian River County, Florida.
CONTAINS 116.86 ACRES± (CALCULATED).

THIS LEGAL DESCRIPTION IS THE SAME AS FOLLOWS:

LEGAL DESCRIPTION BY SURVEYOR:

A PARCEL OF LAND BEING A PORTION OF TRACTS 2, 7 AND 8, SECTION 9, TOWNSHIP 33 SOUTH, RANGE 38 EAST, INDIAN RIVER FARMS COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF ST. LUCIE (NOW INDIAN RIVER) COUNTY, FLORIDA, SAID PARCEL LYING IN INDIAN RIVER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;
COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 2; THENCE SOUTH 89 DEGREES 56 MINUTES 26 SECONDS EAST, ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 30.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 00 SECONDS EAST, ALONG A LINE THAT IS 30.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID TRACT 2, A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 89 DEGREES 37 MINUTES 38 SECONDS EAST, ALONG A LINE THAT IS 30.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID TRACT 2, A DISTANCE OF 1309.17 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 2; THENCE SOUTH 00 DEGREES 09 MINUTES 40 SECONDS WEST ALONG SAID EAST LINE OF TRACT 2, A DISTANCE OF 1300.86 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 2, SAID POINT ALSO BEING THE NORTHWEST CORNER OF AFOREMENTIONED TRACT 8; THENCE SOUTH 89 DEGREES 37 MINUTES 58 SECONDS EAST, ALONG THE NORTH LINE OF SAID TRACT 8, A DISTANCE OF 1305.07 FEET TO A POINT THAT IS 30.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF SAID TRACT 8 AND ALSO A POINT ON THE WEST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 2170, PAGE 447 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES 20 MINUTES 30 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 1300.72 FEET TO A POINT THAT IS 30.00 FEET WEST AND 30.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID TRACT 8; THENCE NORTH 89 DEGREES 38 MINUTES 17 SECONDS WEST, ALONG A LINE THAT IS 30.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF AFOREMENTIONED TRACTS 7 AND 8, A DISTANCE OF 2601.94 FEET TO A POINT ON A LINE THAT IS 30.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID TRACT 7; THENCE NORTH 00 DEGREES 01 MINUTES 10 SECONDS WEST, ALONG A LINE THAT IS 30.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID TRACTS 2 AND 7, A DISTANCE OF 2601.99 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND.

EXHIBIT “B”
GLH DEVELOPER’S AGREEMENT

EXHIBIT “C”
DEVELOPMENT PERMITS APPROVED OR NEEDED
TO BE APPROVED FOR THE DEVELOPMENT

- Indian River County Preliminary Plat
- Indian River County Land Clearing Permit
- Indian River County Tree Removal Permit
- Indian River County Concurrency Approval
- Indian River County Type “A” Stormwater Permit
- Indian River County Right-of-Way Permit
- Indian River County Utility Connection Permit
- FDEP Domestic Water Connection Permit
- FDEP Wastewater Connection Permit
- St. Johns Water Management District ERP
- Indian River Farms Water Control District Drainage Connection Permit
- FDOT Utility Permit