

OCT 17 1990

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876372 INTERIM WASTEWATER SYSTEM AGREEMENT

GOLF WORLD
DEVELOPMENT

THIS AGREEMENT made this 20th day of NOVEMBER, 1990, by and between COUNTY OF MARTIN, a political subdivision of the State of Florida, hereinafter referred to as "County" and IRVIN DEGELLER and EVELYN DEGELLER, hereinafter referred to as "Developer".

WHEREAS, Developer is the owner(s) of a parcel of property within the County known as GOLF WORLD, as more particularly described in Exhibit "A" attached hereto, hereinafter referred to as the "property" or "project"; and

WHEREAS, as a condition of development approval the Developer has agreed to the terms of this agreement restricting the use of any on-site wastewater system for this project.

NOW THEREFORE, the parties covenant and agree as follows:

1. Developer shall be permitted to develop the project known as GOLF WORLD using an on-site wastewater system on an interim basis.
2. Developer must construct said system according to a design acceptable to the County. The use of septic tanks on individual lots shall not be deemed an acceptable design.
3. Prior to the first final development plan approval for this project, Developer must submit to the County all required state permits for the wastewater system.
4. Developer agrees that the lines of this system shall be connected to the County wastewater system, or such permanent/regional wastewater system as the County may designate, within six (6) months of written demand being made by the County. Such demand may be made by the County at any time the lines of a permanent/regional wastewater utility are within 150 feet of any boundary of the property described in Exhibit "A".

5. At the time of connection to the permanent/regional wastewater system designated by the County, Developer or the property owner shall be required to pay all then current rates and charges, including capital facility charges and connection costs, imposed by the designated utility, and accept service pursuant to such terms as have been established by the utility.
6. At the time of connection to a permanent/regional wastewater system, Developer or property owner shall convey deeds to all real property required for service to the project and easements required for current and future connections and maintenance of the system at no cost to the County or the designated utility.
7. Developer shall submit bills of sale to the designated utility for conveyance of the interim wastewater treatment facilities, lines and equipment, upon demand by Martin County and at no cost to the utility, and releases of any and all liens or encumbrances on all real and personal property conveyed to the utility.
8. The requirement to connect to a permanent/regional utility provided for herein shall be clearly noted on the plat of the subject property. If the property is unplatted, such notice shall be provided on all deeds to the property or by such other method as the County may approve.
9. A copy of this Agreement shall be filed in the records of the County where the property is located.
10. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to County, shall be mailed or delivered to:

Martin County Board of County Commissioners
c/o Public Utilities Director
600 NW Jensen Beach Blvd.
Jensen Beach, FL 34957

with a copy to:

Martin County Attorney
2401 SE Monterey Road
Stuart, Florida 34996

Martin County Administrator
2401 SE Monterey Road
Stuart, FL 34996

and if Developer, shall be mailed or delivered to it at:

with a copy to:

John E. Prewitt, Esquire
Post Office Drawer 86
Stuart, FL 34995-0086

11. Nothing in this Agreement shall be considered approval by the County of any part of Developer's proposed project.
12. This Agreement may be amended only by written document, properly authorized, executed and delivered by both parties hereto. All interpretations shall be governed by the laws of the State of Florida. Waiver of any breach shall not constitute waiver of any other breach. Invalidation of any portion of this Agreement shall not automatically invalidate the entire Agreement. This Agreement shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors or assigns of the parties hereto, and all future owners of any portion or all of the property described in Exhibit "A" hereto.
13. Upon failure of the Developer or property owner to make the connections required by this Agreement or pay any sums of money required for such connection, the County shall have the right, after giving thirty (30) days written notice of its intent to do so, to affect such connections and to impose a lien or liens upon the property described in Exhibit "A" hereto in an amount equal to all costs incurred by County in affecting such connection, including all applicable attorney's fees, legal and administrative costs.

The remedy provided for herein shall not be deemed an exclusive remedy and the County shall be entitled to seek any and all remedies available to it for breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set his/their hands and seals this 1 day of September, 1990.

Signed, Sealed and Delivered
in the presence of:

Margaret S. Matthews
Witness

Irvin Degeller
IRVIN DEGELLER

Margaret S. Matthews
Witness

Evelyn Degeller
EVELYN DEGELLER

Laura A. Sox
Witness

Laura A. Sox
Witness

STATE OF FLORIDA:
COUNTY OF MARTIN:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Irvin + Evelyn Degeller to me well known and known to me to be the individual(s) described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal this 12th day of September, 1990.

Patricia Powers
Notary Public
My commission Expires: 6/29/96

ATTEST:

Marsa Stillier
MARSHA STILLER, CLERK

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY: Happy Benekalla

CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS:

BY: Jonathan Ferguson
Jonathan Ferguson
ASSISTANT COUNTY ATTORNEY



ATTACHMENT "A"

Legal Description

Tracts 3 & 4, Block 43 and Tracts 5 & 6, Block 44, St. Lucie Inlet Farms, according to the plat thereof as recorded in Plat Book 1, Page 98, Public Records of Martin County Florida.

1053-1.55 ..

FILED FOR RECORD
MARTIN CO., FLA.

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CLERK OF CIRCUIT COURT

BY 
J.C.

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