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RECORD VERIFIED

1847L

Revised 10-6-87

INTERIM WATER SYSTEM AGREEMENT

THIS AGREEMENT made this 9 day of AUGUST, 1988, by and between COUNTY OF MARTIN, a political subdivision of the State of Florida, hereinafter referred to as "County" and IRVIN DEGGELLER and EVELYN DEGGELLER, 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, said property qualifies under the interim water system provisions of the Martin County Code for use of an on-site potable water system on an interim basis; and

WHEREAS, the County's interim water system regulations require certain commitments from Developer as conditions to development approval for a project using an interim water system.

NOW THEREFORE, the parties covenant and agree as follows:

1. All the terms and conditions of Chapter 31, Article III, Division 2 "Policy on Interim Potable Water Systems" of the Martin County Code, are hereby incorporated by reference in this Agreement.
2. Developer shall be permitted to develop the project known as GOLF WORLD using an on-site potable water system on an interim basis.
3. Developer must construct said system according to a design acceptable to the County. The use of wells on individual residential lots shall not be deemed acceptable.

4. Prior to the first final development plan approval for this project, Developer must submit a permit for the water system from the Florida Department of Environmental Regulation and any other agency with regulating powers over potable water systems.
5. Developer agrees that the water lines of this system shall be connected to the County water system, or such major water 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 major utility are within 150 feet of any boundary of the property described in Exhibit "A".
6. At the time of connection to the major water 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 major utility, and accept service pursuant to such terms as have been established by the major utility.
7. At the time of connection to a major water 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 major utility.
8. The parties agree that at the time this project is connected to a major water system the County shall have the option of purchasing the utility plant site, wells and wellfields existing on the property for fair market value. Fair market value shall equal the average of two appraisals made of the subject property. The County and Developer shall each select one appraiser who is a member of one of the appraisal organizations listed in Section 253.025(7)(b), Florida Statutes, or any successor section of Florida Statutes. Costs of the appraisals shall be borne by the County.

9. Developer shall submit to County a copy of a current consumptive water use permit issued to the developer by the South Florida Water Management District if one is required. If the proposed withdrawal is below the level requiring the issuance of a consumptive use permit by the South Florida Water Management District, the County may require Developer to provide a hydrological study that verifies that the proposed withdrawal is consistent with Chapter 9 of the Martin County Comprehensive Plan.
10. Developer shall submit bills of sale to the major utility for conveyance of the interim water plant, 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.
11. The requirement to connect to a major 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.
12. The provisions of this Agreement shall not affect the developer's requirement to comply with all applicable fire protection regulations.
13. A copy of this Agreement shall be filed in the records of the County where the property is located.
14. 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
50 Kindred Street
Stuart, Florida 34994

with a copy to:

Martin County Attorney
50 Kindred Street
Stuart, Florida 34994

and

Martin County Administrator
50 Kindred Street
Stuart, Florida 34994

and if Developer, shall be mailed or delivered to it at: Post Office
Box 7, Stuart, Florida 34995

with a copy to: John E. Prewitt, Esquire
Post Office Drawer 86
Stuart, Florida 34995-0086

15. Nothing in this Agreement shall be considered approval by the County of any part of Developer's proposed project.
16. 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 his 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.
17. 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.

BOOK 788 PAGE 1686

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 13 day of September, 1988.

Signed, Sealed and Delivered in the presence of:

Barbara J Willard
Witness

Irvin Deggeller
IRVIN DEGGELLER

Ralph F. Neger
Witness

Barbara J Willard
Witness

Evelyn Deggeller
EVELYN DEGGELLER

Ralph F. Neger
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 DEGGELLER & EVELYN DEGGELLER to me well known and known to me to be the individual(s) described in and who executed the foregoing instrument and they acknowledged before me that he executed the same.

WITNESS my hand and official seal this 14 day of Sept., 1988.

Ralph F. Neger
Notary Public

My commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 2, 1990
BONDED THRU GENERAL INS. UND.

ATTEST:

SEND: 13 11:30:15
CLERK OF CIRCUIT COURT
BY fw J.C.

Marsha Stiller
MARSHA STILLER, CLERK

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

John W. Holt, Jr.
BY:
JOHN W. HOLT, JR.,
CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS:

BY: Linda R. McCann
LINDA R. MCCANN
ASSISTANT COUNTY ATTORNEY