

**INTERLOCAL AGREEMENT
PARKLAND MSBU**

THIS AGREEMENT made and entered into this _____ day of _____, 2014, by and between St. Lucie County, a political subdivision of the State of Florida (the "County"), Fort Pierce Utilities Authority, an authority created and established by the City Commission of the City of Fort Pierce, Florida, ("FPUA") and the City of Fort Pierce, a municipality organized under the laws of the State of Florida (the "City").

WHEREAS, FPUA is the governing body authorized to enter into agreements relating to providing service from the potable water supply of the City; and,

WHEREAS, the County intends to create the Parkland municipal services benefit unit (the "Parkland MSBU") to fund the cost of providing potable water to the Parkland area in unincorporated St. Lucie County. A description of the boundaries of the real property within the proposed MSBU is attached hereto and made a part hereof as Exhibit "A". A list of the current parcel numbers within the proposed MSBU is attached hereto and made a part hereof as Exhibit "B"; and,

WHEREAS, The Parkland MSBU is located within the boundaries of FPUA's Utility Service Area; and,

WHEREAS, the parties believe that it is in their mutual best interest to cooperate in providing potable water to Parkland.

NOW, THEREFORE, FPUA, the City, and the County hereby agree and covenant on the terms and conditions hereinafter stated:

1. **GENERAL**. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained therein, and this Agreement shall supersede all previous telecommunications, representations, or agreements, either verbal or written, between the parties hereto.

2. **FPUA RESPONSIBILITIES**. FPUA's responsibilities under this Agreement are as follows:

a. FPUA shall design and install or cause to be designed and installed a system including all pipes, services, mains and appurtenances thereto (the "System") necessary to provide potable water to the Parkland area. The design and installation of the System shall be done in accordance with all applicable, standard FPUA policies and procedures. The County reserves the right to review and approve the utilities plans and bid documents before inclusion in the bid package.

b. If easements are required, FPUA shall attempt to obtain all necessary easements for installation and maintenance of the System. FPUA shall not be required, however, to condemn any such easements or expend funds for acquisition of same. If appropriate easements satisfactory to FPUA are not obtained, FPUA shall have no further obligation under this Agreement.

c. FPUA shall administer a project to install the System to include but not limited to awarding the contract for design, construction, and inspection during construction, shop drawing approvals, change order approvals, project certification, and production of record drawings.

d. Upon completion of the System and acceptance of ownership of the System by FPUA, FPUA shall be responsible for the operation and maintenance of the System.

e. Prior to the public hearing to be held by the St. Lucie County Board of County Commissioners pursuant to Section 1-13.6-7 of the St. Lucie County Code of Ordinances to adopt a preliminary assessment roll for the Parkland MSBU, FPUA shall provide an itemized final estimated cost (the "Final Estimated Cost") for the installation of the System to the County. The Final Estimated Cost shall include the cost of testing, permits, surveying, legal, design, construction, contingencies allowance, construction administration, certification, record drawings, and acquisition of easements for the installation of the System and shall be subject to the approval of the County. Any unexpected costs incurred during the construction and installation of the System beyond the Final Estimated Cost shall be the responsibility of FPUA.

f. If the County does not levy a special non-ad valorem assessment as described below, FPUA shall be responsible for the cost of all design or other work done by FPUA related to the System. The County shall use its best efforts to notify FPUA as soon as possible of any decision not to levy an assessment.

g. FPUA shall make a monetary contribution of \$68,117 towards the construction cost of the project.

3. **COUNTY RESPONSIBILITIES.** In the event the County determines at a public hearing to create a MSBU and to levy a non-ad valorem special assessment, the County's responsibilities under this Agreement are as follows:

a. The Board of County Commissioners of St. Lucie County, Florida shall act as the governing body of the Parkland MSBU and shall levy a non-ad valorem special assessment (the "Assessment") on the landowners within the limits of the MSBU to fund the cost of the installation of the System as required for connection to the FPUA water system.

b. The County shall pay to FPUA an amount not to exceed the Final Estimated Cost for the installation of the System. All other applicable fees and charges for connection to the FPUA water system will be the responsibility of the landowners. The amount of the capital improvement charge shall reflect the current FPUA charges on the date of the submission of the Final Estimated Cost to the County. Payment by the County to FPUA shall be within 30 working days after the County has obtained funds from the issuance of bonds to finance the project and after the approval of the costs by the St. Lucie County Director of Engineering or his designee.

c. Upon the request of FPUA, the County's Property Acquisition Division shall provide staff assistance to FPUA for the acquisition of easements necessary for the installation and maintenance of the System.

4. **TERMINATION.** Unless terminated by the mutual written agreement of all parties, this agreement shall remain in full force and effect until all of its terms and conditions have been met.

5. **NOTICE OF CITY ANNEXATION REQUIREMENT.** The following notice is required by the City and should not be construed in any way as an endorsement of the City's annexation policies by the County.

As a condition precedent for connection to the FPUA water system, FPUA requires all users to sign an annexation agreement whereby the user consents to and requests that his or her property be annexed into the city limits of Fort Pierce whenever such annexation may legally occur and that FPUA will refuse to allow connection to its water system unless and until the

referenced annexation agreement is signed. This annexation agreement shall be in the form utilized by FPUA, shall be irrevocable and shall be binding on the heirs, successors and assigns of all such users.

6. **CONSENT TO COUNTY MSBU UPON ANNEXATION.** The parties acknowledge that if the Parkland MSBU is annexed into the City, this will result in the existence of a St. Lucie County Municipal Services Benefit Unit within the jurisdictional boundary of the City. Accordingly, the City agrees that if it intends to annex the Parkland MSBU into the City, it will include within the appropriate annexation ordinance a statement that the City consents to the existence of the Parkland MSBU within the boundaries of the City pursuant to the provisions of Section 125.01(q), Florida Statutes or other applicable law.

7. **VALIDATION OF BOND AND ASSESSMENT ROLL.** A condition precedent to the effectiveness of this Agreement is the entry of a Final Judgment (and the expiration of the appropriate appeal period) by a court of competent jurisdiction validating the issuance of bonds to finance the System along with the assessment roll adopted by the Board (the "Bond Validation Proceeding"). In the event that either a Final Judgment validating the bonds and assessment roll is not entered or an appellate court reverses the Final Judgment, the Agreement shall automatically terminate and the parties shall have no further responsibilities under the Agreement including but not limited to any payments due to FPUA by the County. Notwithstanding the foregoing, if either a Final Judgment validating the bonds and assessment roll is not entered or an appellate court reverses the Final Judgment, the County reserves the right to be reimbursed by FPUA for all outside counsel legal fees and costs incurred by the County in the Bond Validation Proceeding as well as in any related appeal. The County agrees to consult with FPUA concerning the expenditure of money for outside bond counsel services related to the Bond Validation Proceeding and further agrees that such expenditure shall not exceed five thousand and no/100 dollars (\$5000.00) without the express written consent of FPUA. The County's right to reimbursement shall survive the termination of this Agreement as described in this paragraph.

8. **ADDITIONAL CONNECTIONS.** For so long as any bonds issued by the County to finance the System are outstanding, FPUA shall inform the County in advance of any additional connections to the System proposed for real property not previously included on the assessment roll for the Parkland MSBU. The County shall then determine whether such additional property should be assessed a pro rata share of the costs associated with the System and the

terms and conditions pursuant to which the Assessment will be collected. At the County's request, FPUA shall obtain a written consent, in a form approved by the County Attorney, from the owners of such property which acknowledges that the property will be assessed and included on the assessment roll for the Parkland MSBU. Proceeds of the Assessment imposed against such property shall be used to pay debt service on bonds issued by the County to finance construction and acquisition of the System.

9. **SYSTEM RELOCATION.** If within five (5) years after installation of the pipes, mains and appurtenances comprising the System, the County shall require FPUA to relocate any portion thereof, then the County shall be responsible for the costs and expenses, and for obtaining any easements, associated with such relocation so long as the system was installed per County Right-of-Way permit conditions.

10. **NOTICE.** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to County:

St. Lucie County Administrator
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

With a copy to:

St. Lucie County Attorney
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

With a copy to:

St. Lucie County Public Works
Director
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

If to FPUA:

Director of Utilities
Fort Pierce Utilities Authority
P.O. Box 3191
Fort Pierce, Florida 34948

With a copy to:

FPUA Attorney
P.O. Box 3191
Fort Pierce, Florida 34948

If to the City:

City Manager
City of Fort Pierce
100 North U.S. 1
Fort Pierce, Florida 34950

With a copy to:

Fort Pierce City Attorney
P.O. Box 3779
Fort Pierce, Florida 34948

11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter and supersedes all prior verbal or written agreement between the parties with respect hereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by the parties hereto. This Agreement shall be interpreted as a whole unit. All interpretations shall be governed by the laws of the State of Florida.

12. **FILING.** This Agreement and any subsequent amendments thereto shall be filed with the Clerk of Court of St. Lucie County pursuant to Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the parties have caused the execution by their duly authorized officials.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

DEPUTY CLERK

BY: _____
CHAIRPERSON

DATE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

COUNTY ATTORNEY

ATTEST:

FORT PIERCE UTILITIES AUTHORITY

Michael Collins
SECRETARY

BY: Dir. M. DeL...
CHAIRPERSON

(FPUA Seal)

DATE: 4-1-14

APPROVED AS TO FORM AND
CORRECTNESS:

an us
ATTORNEY FOR FPUA

ATTEST:

CITY OF FORT PIERCE

CITY CLERK

BY: _____
MAYOR

DATE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

[Signature]
CITY ATTORNEY

Exhibit A

LEGAL DESCRIPTION: PARKLAND MSBU

A PARCEL OF LAND LYING IN SECTION 9, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 15 OF SILVER OAK ESTATES, AS RECORDED IN PLAT BOOK 20, PAGE 8 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE WEST ALONG THE SOUTH LINE OF SAID SILVER OAK ESTATES, A DISTANCE OF 1159.16' TO THE SOUTHWEST CORNER OF LOT 5 OF SAID SILVER OAK ESTATES; THENCE NORTH ALONG THE WEST LINE OF SAID SILVER OAK ESTATES A DISTANCE OF 495' TO THE NORTHWEST CORNER OF SAID SILVER OAK ESTATES; THENCE WEST ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF BLOCK 20 OF RIVERDALE YACHT CLUB ESTATES, UNIT TWO, AS RECORDED IN PLAT BOOK 6 AT PAGE 40 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MERRY BEE DRIVE; THENCE NORTHWESTERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PARKLAND BOULEVARD EXTENSION (50' RIGHT-OF-WAY), SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN ORB BOOK 1718 AT PAGE 1179 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE WEST ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 275' MORE OR LESS TO THE APPROXIMATE MEAN HIGH WATER LINE OF THE NORTH FORK OF THE ST. LUCIE RIVER; THENCE MEANDER NORTHERLY ALONG SAID APPROXIMATE MEAN HIGH WATER LINE TO A POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 10, BLOCK 12 OF RIVERDALE YACHT CLUB ESTATES UNIT 2 AS RECORDED IN PLAT BOOK 6 AT PAGE 40; THENCE EAST ALONG THE NORTH LINE OF SAID RIVERDALE YACHT CLUB ESTATES UNIT 2 TO THE NORTHEAST CORNER OF LOT 6, BLOCK 8; THENCE SOUTH ALONG THE EAST LINE OF LOTS 6 AND 7 A DISTANCE OF 60'; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 6, BLOCK 8 A DISTANCE OF 125' TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LENAPE STREET; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 60' TO A POINT ON THE NORTH LINE OF RIVERDALE YACHT CLUB ESTATES UNIT 2; THENCE EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF LOT 6, BLOCK 2 OF RIVERDALE YACHT CLUB ESTATES UNIT 2; THENCE SOUTH ALONG THE EAST LINE OF LOTS 6 THROUGH 15, BLOCK 2 AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF PARKLAND BOULEVARD (80' RIGHT-OF-WAY); THENCE EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 25' TO THE NORTHEAST CORNER OF LOT 3, BLOCK 23; THENCE CONTINUE EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 16.67'; THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF LOT 3, BLOCK 23 A DISTANCE OF 125' TO A POINT ON THE SOUTH LINE OF SAID BLOCK 23; THENCE WEST ALONG THE SOUTH LINE OF SAID BLOCK 23 A DISTANCE OF 166.66' TO THE SOUTHWEST CORNER OF LOT 5, BLOCK 23; THENCE SOUTH ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT

5, BLOCK 23 A DISTANCE OF 165'; THENCE EAST 15'; THENCE SOUTH 30'; THENCE WEST 10'; THENCE SOUTH 22.54' TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WHITE OAK LANE; SAID POINT BEING ON A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 25'; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 50' A DISTANCE OF 18.68' TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 50'; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 206° 05' 24" A DISTANCE OF 179.79' TO THE NORTHEAST CORNER OF LOT 15 OF SILVER OAK ESTATES AS RECORDED IN PLAT BOOK 20 AT PAGE 8; THENCE SOUTHEASTERLY ALONG THE EAST LINE OF SAID LOT 15 A DISTANCE OF 208.42' TO THE POINT OF BEGINNING.

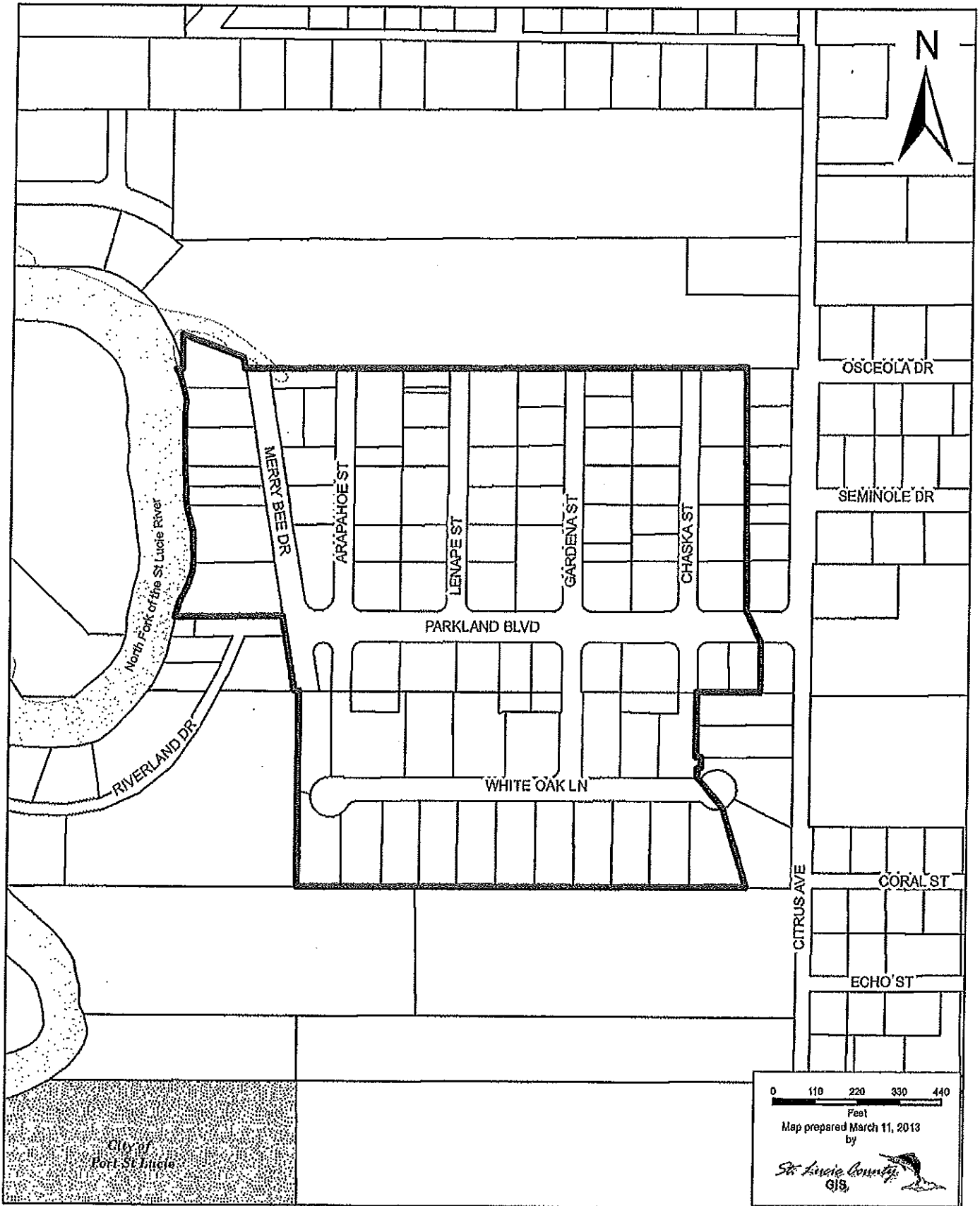
TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND AS RECORDED IN OFFICIAL RECORD BOOK 247 AT PAGE 1072 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

"BEGIN AT THE NORTHEAST CORNER OF LOT 10, BLOCK 12, RIVERDALE YACHT CLUB ESTATES UNIT 2, AS RECORDED IN PLAT BOOK 6, PAGE 40, ST. LUCIE COUNTY, FLORIDA, RUN WEST ALONG THE NORTH LINE OF SAID LOT 10, 154.30', THENCE ON AN ANGLE OF 90° 05' AS MEASURED FROM EAST TO NORTH RUN NORTH 91', THENCE ON AN ANGLE OF 68° 44'20" AS MEASURED FROM SOUTH TO EAST RUN SOUTHEASTERLY 159.60' TO THE WESTERLY LINE OF MERRY BEE DRIVE IF EXTENDED NORTH, THENCE RUN SOUTHEASTERLY 34' TO THE POINT OF BEGINNING."

LESS AND EXCEPT THE PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORD BOOK 1961, PAGE 2878; AND LESS AND EXCEPT ALL ROAD RIGHT-OF-WAYS OF RECORD.

PREPARED: September 28, 2012

Parkland Boulevard MSBU



"EXHIBIT B"

Parkland MSBU Parcel List

340970301350007
340970300610007
340970300910006
340970300110002
340970301080009
340980300060001
340970301100006
340970300760005
340970300890009
340970100040004
340970300020006
340970301120000
340980300090002
340970300570006

340970300840004
340970300260000
340970300270007
340970300480000
340970300930000
340980300030000
340980300020003
340980300100002
340943200070000
340970301210006
340943100010005
340970301020007

340970301470004
340970301240007
340970301390005
340970301190009
340970301140004
340980300070008
340970300810003
340970300360003
340970301480001
340970300680006
340970300330002
340970300460006
340970300410001

340970301420009
340970300310008
340970300980005
340943100010201
340943100010304
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340970300660002
340970300700003
340970300720007
340970300860008
340970300880002
340970301000003
340970301170005
340970301270008
340970301290002
340970301330003
340970301370001
340980300040007
340980300050004
340980300080005
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