



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-1129, **Version:** 1

Interoffice Memorandum

DATE: August 5, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Ed Torres, M.S., P.E., LEED AP, Director, Utilities

CONTACT: Lindy A. Wolfe, P.E., LEED AP, Manager, Engineering Division

PHONE: 407-254-9918

DIVISION: Engineering Division

ACTION REQUESTED:

Approval and execution of EverBe Phases 1A and 1C Irrigation Water Meters Agreement by and between EverBe Master Property Owners Association, Inc. and Orange County to provide monthly payment requirements for master common irrigation meters used in place of individual irrigation meters for the delivery and use of reclaimed water. District 3. (Engineering Division)

PROJECT: N/A

PURPOSE: EverBe Master Property Owners Association, Inc. ("Owner") installed five master common irrigation meters for the delivery of reclaimed water in lieu of 92 individual irrigation meters required by County rate resolutions for detached, single-family homes. Rather than requiring the Owner to install individual irrigation meters, this agreement sets forth the conditions allowing the Owner to pay the County a monthly charge equal to the sum of the monthly fees that would have been generated had the 92 individual meters been installed. The agreement is for a 25-year term with automatic one-year renewals.

The County Attorney's Office and Risk Management Division reviewed the agreement and find it acceptable as to form. Utilities Department staff recommends approval.

BUDGET: N/A

BCC Mtg. Date: August 26, 2025

Prepared By:
Orange County Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825-7600

Return To:
EverBe Master Property Owners Association, Inc.
4901 Vineland Road, Suite 500
Orlando, Florida 32811-7383
Attn: Director of Land Development

EVERBE PHASES 1A AND 1C IRRIGATION WATER METERS AGREEMENT

This **EVERBE PHASES 1A AND 1C IRRIGATION WATER METERS AGREEMENT** (the “Agreement”) is made and entered into as of the date of latest execution below (the “Effective Date”) by and between **EverBe Master Property Owners Association, Inc.**, a Florida not-for-profit corporation authorized to do business in Florida, with offices located at 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (the “Owner”), and **Orange County**, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (the “County”). In this Agreement, the Owner and the County may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Owner is the fee simple owner of certain real property located in Orange County, Florida, as such property is more particularly described in **Exhibit “A”** attached hereto and incorporated by this reference (the “Property”); and

WHEREAS, the Owner has secured permits 21-U-131 and 22-U-012 to construct a new residential subdivision (the “Development”) on the Property, incorporated by this reference; and

WHEREAS, within the Development, the plat of EverBe Phase 1A, as recorded on February 22, 2023, in the Official Records of Orange County, Florida as File Number 20230102271, designates Tracts OS-1A, OS-2, OS-2A, OS-3, OS-3A and OS-4 as “Phase 1A Open Space Tracts”, incorporated by this reference, to be owned and maintained by the Owner; and

WHEREAS, within the Development, the plat of EverBe Phase 1C, as recorded on October 24, 2023 in the Official Records of Orange County, Florida as File Number 20230617406, designates Tracts OS-13, OS-14, OS-15, OS-16A, OS-16B and OS-18 as “Phase 1C Open Space Tracts” (collectively, with Phase 1A Open Space Tracts, the “Open Space Tracts”), incorporated by this reference, to be owned and maintained by the Owner; and

WHEREAS, the Property is located within the County's potable water service territory and, therefore, the County is the appropriate provider of potable water service; and

WHEREAS, the Property is located within the County's reclaimed water service territory and, therefore, the County is the appropriate provider of reclaimed water service; and

WHEREAS, the Homes (as defined below) are currently utilizing a temporary potable jumper for the Development's irrigation system until reclaimed water is available from the County; and

WHEREAS, the Orange County Utilities Standards and Specifications Manual ("OCU Manual"), Chapter 2, Section 2510, Part 6, Section B (the "Requirements") requires individual irrigation meters for detached single-family homes; and

WHEREAS, the developer installed five (5) master common irrigation meters (the "Common Meters") for the single-family detached homes (the "Homes") within the Open Space Tracts, instead of 92 individual irrigation meters; and

WHEREAS, the irrigation water flow measured by the Common Meters is billed to accounts registered to the Owner; and

WHEREAS, the Owner has agreed to pay the County a monthly charge equal to the sum of the monthly meter fees for the meters that should have been installed per the Requirements (the "Monthly Charge").

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt of which is acknowledged by the Parties, the County and the Owner agree as follows:

SECTION 1. Recitals. The above Recitals are true, and are incorporated in and form a material part of this Agreement.

SECTION 2. Term of the Agreement. The term of this Agreement commences on the Effective Date and will remain in effect for twenty-five (25) years, with an annual automatic renewal on the anniversary of the Effective Date (the "Term").

SECTION 3. Effectiveness. The provisions of this Agreement shall apply exclusively to the Open Space Tracts. The provisions established by this Agreement shall not extend to or affect any other portions of the Development, except as specifically stated herein. The rights, obligations, and restrictions outlined in this Section 3 shall be enforceable only with respect to the designated portion and shall have no bearing on the remaining areas of the Development.

SECTION 4. Payment for Irrigation Water Meters. The Owner will pay the prevailing Monthly Charge based on the current rate of \$8.77 per residential water meter, as may be amended from time to time, for potable water service for the duration of potable irrigation. At such time as irrigation service is converted to reclaimed water, the Monthly Charge will then be based on the prevailing 5/8-inch reclaimed water meter fixed monthly charge, currently \$4.61 per meter, as may be amended from time to time. This assessment is in addition to the monthly cost of service and volumetric charges for the Common Meters.

SECTION 5. Sale of Property. Except as provided in this Section 5, the Owner's right to sell or transfer the Property, or any portion of its ownership or leasehold interest in the Property, shall not be restricted by this Agreement provided, however, that the County must be provided with 30 days prior notice of such sale or transfer. Provided further that at the time of the closing of the sale or transfer of all or any portion of the Property, the successor party(s) in ownership shall execute an acknowledgment and agreement whereby the successor party acknowledges the existence of this Agreement and agrees to be bound by the terms of this Agreement (the "Acknowledgement"). The Acknowledgement signed by the successor party must be delivered to the County within 30 days after the date of the sale or transfer. The Owner will not be released from any obligations and responsibilities arising under or attributable to this Agreement unless and until the County has received the Acknowledgment signed by the successor party and when required by this Section 5. If the successor party does not provide the Acknowledgement to the County as and when required by this Section 5, then the Owner will be in breach of this Agreement, and the County may pursue those remedies set forth in Section 19. If the County receives the Acknowledgment signed by the successor party as and when required by this Section 5, the successor party will thereafter be the Owner for purposes of this Agreement and be responsible for the satisfaction of all obligations and responsibilities of the Owner arising under or attributable to this Agreement. This Section 5 does not apply to the sale of a platted lot with a completed home thereon.

SECTION 6. Limitation on Assignment. If, pursuant to Section 5 above, the Owner sells, transfers, or assigns all or any portion of its ownership or leasehold interest in the Property or any portion thereof, then the Owner shall assign this Agreement *pro tanto*, and shall cause the transferee to assume to the same extent the rights and obligations of the Owner. Without the express written consent of the County, the Owner shall not assign its interests in this Agreement to another person or entity. This Section 6 does not apply to the sale of a platted lot with a completed home thereon.

SECTION 7. Recording. The Parties agree that an executed copy of this Agreement, including the Exhibit attached hereto, shall be recorded by the Owner at the Owner's expense in the Public Records of Orange County, Florida. The obligations imposed in this Agreement shall run with the land.

SECTION 8. Notice. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (a) hand-delivered to the official hereinafter designated; (b) delivered when such notice is sent by Federal Express

or other nationally recognized overnight courier service; or (c) received when such notice is sent by the United States mail, postage prepaid, certified mail, return receipt requested, all to be addressed to a Party at the address set forth opposite the Party's name below, or such other address as the Party shall have specified by written notice to the other Party delivered in accordance therewith.

If to the County: Orange County Utilities Department
 9150 Curry Ford Road
 Orlando, Florida 32825-7600
 Attn: Director

With copy to: Orange County Administrator's Office
 Orange County Administration Building
 201 South Rosalind Avenue, 5th Floor
 Orlando, Florida 32801-3527
 Attn: County Administrator

If to the Owner: EverBe Master Property Owners Association, Inc.
 4901 Vineland Road, Suite 500
 Orlando, Florida 32811-7383
 Attn: Director of Land Development

SECTION 9. Governing Law. The Parties agree that this Agreement was entered into in the State of Florida. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, without giving effect to any choice of law or rules thereof which may direct the application of laws of another jurisdiction.

SECTION 10. Jurisdiction. Any legal proceeding of any nature brought by either Party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The Parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto and expressly waive all rights to trial by jury for any matters arising under this Agreement.

SECTION 11. Attorneys' Fees and Costs. If either Party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions herein contained, each Party shall be responsible for its costs, fees and expenses incurred (including the fees and expenses of attorneys and paraprofessionals) in connection with such suit, action or proceeding (whether or not such costs, fees and expenses are taxable to the other Party as

such by any law) through any and all final appeals arising out of such suit, action or proceeding.

SECTION 12. Headings. The headings or captions of sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

SECTION 13. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties and if the intention of the parties can continue to be effective. To that end, this Agreement is declared severable.

SECTION 14. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the formal parties hereto and no rights or cause of action shall accrue upon or by reason hereof, to or for the benefit of, any third party not a formal party hereto.

SECTION 15. Entire Agreement. This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement.

SECTION 16. Amendment. This Agreement may not be amended or terminated unless the amendment is in writing, executed by the Parties, and approved by the County and the Owner.

SECTION 17. Land Use Approvals. This Agreement does not grant or assure or indicate any future grant of any land use, zoning, subdivision, density, or development approvals, permissions, or rights with respect to the Property, or any other property or land referred to in this Agreement.

SECTION 18. Non-Waiver. The failure of either Party to insist on the other Party's compliance with its obligations under this Agreement in any one or more instances will not operate to release the other Party from its duties to comply with its obligations in all other instances.

SECTION 19. Remedies. No remedy conferred upon the County in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute, Orange County Code (the "Code"), or otherwise. No single or partial exercise by the County of any rights, power, or remedy under this Agreement shall preclude any other or further exercise thereof. For the avoidance of doubt, if the Owner breaches this Agreement the County may lien or discontinue service to the portions of the Property for which the irrigation water meter charges remain unpaid in accordance with the Code and all other applicable laws, rules, and regulations, recover from the Owner any remaining unpaid irrigation water meter charges under this Agreement, or any combination of the foregoing.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below by their duly authorized representatives.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: August 26, 2025

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Jennifer Lara-Klimetz*
Deputy Clerk

Print Name: Jennifer Lara-Klimetz

OWNER: EverBe Master Property Owners Association, Inc., a Florida not-for-profit corporation

Address: 4901 VINELAND RD
SUITE 500
ORLANDO, FL 32811

By: [Signature]

Print Name: MARY BURNS

Title: VICE PRESIDENT

Date: 7/10/25

Signed, sealed, and delivered in our presence as witnesses:

Signature: [Signature]

Witness 1:

Address: 4901 Vineland Rd STE 500

Printed Name: Hannah Rose

Orlando, FL 32811

Signature: [Signature]

Witness 2:

Address: 4901 Vineland Rd Ste 500

Printed Name: Wanda Villalba

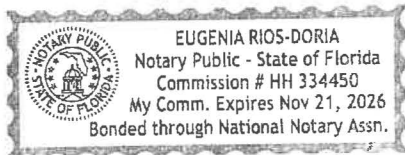
Orlando, FL 32811

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 10th day of JULY, 2025, by MARY BURNS as VICE PRESIDENT of EverBe Master Property Owners Association, Inc., a Florida not-for-profit corporation, authorized to do business in the State of Florida, on behalf of the Company, who [] is personally known to me or [] has produced _____ as identification.

(SEAL)



[Signature]
Notary Public

EUGENIA RIOS-DORIA
Name Printed or Stamped

My Commission Expires: 11/21/2026

EXHIBIT A

EVERBE PHASE 1A AND 1C
IRRIGATION WATER METERS AGREEMENT

DESCRIPTION:

Tracts OS-1A, OS-2, OS-2A, OS-3, OS-3A and OS-4, EVERBE PHASE 1A, according to the plat thereof, as recorded in Plat Book 110, Pages 137 through 157, of the Public Records of Orange County, Florida.

AND:

Tracts OS-13, OS-14, OS-15, OS-16A, OS-16B AND OS-18, EVERBE PHASE 1C, according to the plat thereof, as recorded in Plat Book 113, Pages 99 through 118, of the Public Records of Orange County, Florida.

Being subject to any rights-of-way, restrictions and easements of record.