

**Request for Preapplication Project Review and/or District
Administration Conceptual Commentary by Landowner or
Landowner's SJID Documented and Approved Agent**

On the later of the date of the undersigned notarized execution of the Landowner or the date of execution by the St Johns Improvement District ("SJID") Administrator the undersigned Landowner requests a preapplication SJID conceptual feasibility review of Landowners Project. Landowner agrees and acknowledges that the conceptual review is not in lieu of the SJID Permit Application, and is a service provided by the SJID in order to prevent inapplicable and improper permit applications to the SJID. The preapplication, unless otherwise advised by the SJID, is not a mandatory requirement for SJID permit applicants. Landowners and their SJID authorized agents understand and agree that any costs, fees or expenses incurred by the SJID reviewing a Landowner's preapplication are expenses of the Landowner and shall be paid by the Landowner to the SJID. The Landowner acknowledges and agrees to be responsible for all costs and expenses incurred by the SJID reviewing their preapplication including but not limited to legal and engineering services required for the SJID's review of the Landowners conceptual requests. The costs and fees addressed by this agreement are those incurred by the SJID in an effort to identify and enable the SJID to accurately assess and share the specific requirements applicable to the landowner's project. The preapplication agreement, meetings and discussions will address the conceptual scope of the project, SJID connections, service requirements, other regulatory and/or permitting agencies, municipalities and entities interactions.

The landowner shall submit all correspondence with any other permitting authorities including but not limited to Indian River County, The State of Florida, The Corps of Engineers, The Saint Johns River Water Management District, The South Florida Water Management District, the Florida Department of Environmental Protection, The Florida Department of Transportation, The Florida Department of Agriculture, The U.S. Department of Agriculture, and the Natural Resource Conservation Service. Applications, responses, and correspondence shall be provided to the SJID as a continuing obligation as part of the ongoing permitting obligation. Lack of permitting authority disclosure shall be a basis for permit application rejection or denial.

This agreement does not modify or relieve the landowner from his/her/its responsibility to make a proper and formal application for the project including payment of all fees and costs as well as all document production and sharing with the SJID as required by the existing permit application. All preapplications and applications which require Board of Supervisor authorization or consideration shall be received by SJID along with all applicable correspondence, documents, surveys and other agency documentation no less than fourteen (14) days prior to the next scheduled Board of Supervisor's meeting. Failure to establish timely delivery to the SJID Administrator will

require that the application be addressed at the next regularly scheduled and held SJID Board of Supervisor's meeting.

In the event the landowner's property use is being altered from its current permitted use, a preapplication agreement and meeting must be provided prior to permit application. No project activities shall commence until a permit is provided by the SJID.

In the event of any collection, litigation or other legal efforts to enforce this agreement occurs, the prevailing party is entitled to all applicable attorney fees, costs, and costs of litigation including costs associated with any appeal or recovery of attorney fees. The sole venue for any litigation shall be Indian River County Florida. ALL PARTIES TO THIS AGREEMENT AGREE TO WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL. ANY LITIGATION SHALL BE BEFORE A JUDGE OF COMPETENT JURISDICTION IN A BENCH TRIAL IN INDIAN RIVER COUNTY FLORIDA.

This authorization is binding for a maximum of five years from the date of execution from the Landowner and is applicable to any project on the real property identified below. The maximum amount of liability agreed to in this authorization by Landowner is \$150,000.00

Property Identification:
(address or legal description)

Landowner: _____
Corporate Position (if applicable): _____
Signature: _____
Print Name: _____
Date of Execution: _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, the foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, by _____ who [] is personally known to me or [] has produced the following identification: _____ and who executed the foregoing instrument and acknowledged before me that she executed the same on behalf of him/herself.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

NOTARY PUBLIC
My Commission Expires: _____

Landowner's Agent: _____
Signature: _____
Print Name: _____
Date of Execution: _____
Position and Business Name (if applicable): _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, the foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, by _____ who [] is personally known to me or [] has produced the following identification: _____ and who executed the foregoing instrument and acknowledged before me that she executed the same on behalf of him/herself.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

NOTARY PUBLIC
My Commission Expires: _____

SJID Administrator: _____
Signature: _____
Print Name: _____
Date of Execution: _____