

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Conditional Utility Agreement and Exhibit "G" Water Oversizing, Lake Jesup Woods

DEPARTMENT: Environmental Services DIVISION: P.E.I.

**AUTHORIZED BY: [Signature] CONTACT: Mike Harber EXT. 2118
Robert G. Adolphe, P.E., Director**

Agenda Date <u>07/27/04</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute the Conditional Utility Agreement for water service and an Exhibit "G" for the oversizing of off-site water mains pertaining to the project known as Lake Jesup Woods.

BACKGROUND:

The Conditional Utility Agreement for water service and the incorporated Exhibit G to the water service agreement shall state the terms and conditions for the construction of a 12" water main associated with the development of Lake Jesup Woods. Staff has identified the need for the oversizing of the off-site water mains based on the current hydraulic master plan. The estimated cost for the pipe upsizing from 8" to 12", for the linear distance of 1070 feet, is \$7,650.00. Adequate funds for the over sizing project are available in the Water and Sewer Oversizing account.

Reviewed by:	_____
Co Atty: <u>na</u>	_____
DFS: <u>na</u>	_____
Other: <u>na</u>	_____
DCM: <u>SS</u>	_____
CM: <u>[Signature]</u>	_____
File No. <u>CESP01</u>	

CONDITIONAL UTILITY AGREEMENT
FOR
WATER SERVICE

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Lake Jessup Woods, hereinafter referred to as "DEVELOPER,"
(Developer's Name)
a Partnership.
(Type of organization)

W I T N E S S E T H:

WHEREAS, DEVELOPER owns lands located in Seminole County, Florida as described in Exhibit "A" and shown on the Survey in Exhibit "B" attached hereto (the "Property"), and DEVELOPER intends to develop the Property; and

WHEREAS, DEVELOPER has requested that the COUNTY provide central water service for the Property; and

WHEREAS, the COUNTY is willing to provide central water service to the Property and thereafter to operate the utility facilities so that the occupants of the improvements on the Property will receive water service from COUNTY in accordance with the provisions of this Agreement;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, and the Water Agreement attached hereto as Exhibit "G" DEVELOPER and COUNTY hereby covenant and agree as follows:

SECTION 1. PREAMBLE. The foregoing statements are true and correct.

SECTION 2. DEFINITIONS. The following definitions of terms used in this Agreement shall apply unless the context indicates a different meaning:

(a) "Application" - A request in writing from DEVELOPER or a consumer on forms provided by COUNTY requesting specific water service pursuant to the DEVELOPER's Agreement.

(b) "Connection Fees" - A fee or charge paid to the COUNTY by DEVELOPER for the purpose of obtaining water capacity. Connection fees will be utilized for the acquisition, improvement, expansion and construction of facilities required to furnish present or future water capacity and service to the Property. The amount shall be determined in accordance with the COUNTY schedule of rates in effect from time to time.

(c) "Consumer Installation" - All facilities ordinarily on the consumer's side of the point of delivery (e.g. curb stop, lateral connections.)

(d) "Consumer's Point of Delivery" - Unless otherwise specified herein, the point where the water service is connected to the DEVELOPER's or consumer's service lateral. The water meter will be set at the consumer's property line unless otherwise provided.

(e) "Contribution-in-Aid-of-Construction (CIAC)" - The sum of money and/or the value of property required as a prerequisite to service to the Property.

(f) "Development Phase" - A subdivision or construction phase of the construction of utility facilities on Property.

(g) "Developer's Point of Delivery" - The point where the water service enters the DEVELOPER's Property or the point of connection of DEVELOPER's off-site installation to the COUNTY's system pursuant to Section 8.

(h) "Equivalent Residential Connection (ERC)" - A factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one equivalent residential connection (ERC) is 350 gallons per day (GPD). The number of ERC's contained in a given ADF is determined by dividing that ADF by 350 GPD. (Note: ERC's are calculated as a whole number).

(i) "Facilities" - See Utility Facilities.

(j) "FDEP" - The Florida Department of Environmental Protection, or its successor agency.

(k) "GPD" - Gallons per day.

(l) "Installation" - See Utility Facilities.

(m) "Property" - The land described in Exhibit "A" and shown on the survey in Exhibit "B" attached hereto.

(n) "Service" or "Utility Service" - The readiness and ability of the COUNTY to furnish and maintain water service to the point of delivery.

(o) "Service Rates" or "Rates" - The COUNTY's existing and future schedules of rates and charges for water service, including connection fees, meter set fees, and all other fees and charges which from time to time are in effect pursuant to ordinances, resolutions or policies adopted by COUNTY. The schedules of Service Rates shall be of general

and uniform application within the COUNTY-wide water and sewer utility system.

(p) "Utility Facilities" or "Facilities" or "Installations" - Utility facilities means and includes all equipment, fixtures, wells, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and appurtenances together with all real property, easements and rights-of-way necessary to provide water service to the Property whether located on-site or off-site. The words "Utility Facilities," "Water Facilities," "Facilities," or "Installations" shall be interchangeable unless otherwise indicated by the context.

SECTION 3. CAPACITY ALLOCATION. The parties agree that the capacity needed to provide service to the Property is 40,000 gallons per day for potable water supply, which is estimated to be 116 ERC.

Capacity allocation is subject to the Florida Department of Environmental Protection (Section 403.021, Florida Statutes, and Florida Administrative Code Rules 17-4.07 and 17-4.15) approval of applicable permits for the Property. Should the Florida Department of Environmental Protection (FDEP) refuse to issue applicable permit(s) solely because capacity is not available, the DEVELOPER may request COUNTY to rescind the allocation of capacity.

DEVELOPER agrees that the number of units of capacity (ERC's) reserved hereby shall not exceed the number of units of development pursuant to Exhibits "A" and "B", and that the gallonage calculation to determine number of ERC's is for the purpose of allocating a given number of units of capacity (ERC) for the Property and not for purposes of any other calculations.

SECTION 4. AGREEMENT TO SERVE. Upon the completion of construction of water facilities by DEVELOPER, satisfactory inspections, the issuance of the final letter of acceptance by COUNTY, and subject to the terms of this Agreement, COUNTY agrees to permit connection of the water facilities installed by the DEVELOPER to the central facilities of COUNTY and to provide utility service in accordance with the terms and intent of this Agreement. Such connections shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. COUNTY agrees that once DEVELOPER or others have connected consumer installations to COUNTY's central facilities, COUNTY will continuously provide water service to the Property subject to continued compliance by DEVELOPER or consumer with all applicable COUNTY requirements for such service.

SECTION 5. CONNECTION FEES. In addition to the Contributions in Aid of Construction (CIAC) where applicable, the DEVELOPER hereby agrees to pay to the COUNTY all applicable connection fees in accordance with the schedule in effect at the time of payment. Payment of the connection fees shall not excuse the DEVELOPER from payment of any other charges uniformly made, including, but not limited to, meter fees and meter set fees. The COUNTY shall not be obligated to refund any portion of connection fees paid nor shall the COUNTY pay interest on connection fees paid.

Should the FDEP not issue the applicable permit(s) solely because capacity is not available, refunds of the connection fees shall be made by the COUNTY within thirty days of written notification by the DEVELOPER of the FDEP's denial. Such requests to the COUNTY for refunds

must be accompanied by a written request from the DEVELOPER that the COUNTY rescind the capacity allocation.

The DEVELOPER shall be obligated to pay connection fees, or any initial portion thereof, in accordance with the applicable COUNTY resolution in effect at the time the DEVELOPER is required to make payment. No user or consumer of water service shall be entitled to offset any bill rendered by the COUNTY for such service against connection fees paid. The DEVELOPER shall not be entitled to offset connection fees paid or payable against any claims of the COUNTY.

SECTION 6. PAYMENT OF CONNECTION FEES. The DEVELOPER shall be required to pay the connection fees for each Equivalent Residential Connection (ERC) in accordance with Exhibit "C" attached hereto. Connection fees shall be due and payable in accordance with the applicable COUNTY resolution in effect at the time of payment. A monthly operating charge shall be assessed for each remaining unit or ERC which has not been transferred to a consumer after two (2) years from the date the COUNTY accepts the DEVELOPER's infrastructure or at the time of final inspection pertaining to a private system. Failure to pay monthly operating charge(s) may result in the termination and recapture of capacity allocation.

SECTION 7. ON-SITE INSTALLATIONS. To induce COUNTY to provide service to the Property, DEVELOPER agrees to construct and to transfer ownership and control to COUNTY as contribution-in-aid-of-construction the on-site water facilities constructed by the DEVELOPER or located on the Property. The term "on-site installations" means and includes all water distribution and supply mains, lines and pipes, and related

facilities from the point of entry of COUNTY facilities at DEVELOPER's property line to the Point of Delivery excluding consumer installations, adequate in size and design to serve each lot or unit within the Property or as otherwise required by COUNTY. DEVELOPER shall install at its sole expense, all of the aforesaid facilities within the Property in accordance with the plans, specifications and all other pertinent documents approved by the COUNTY and in accordance with Section 9, "Procedures for Construction of Installations" herein.

SECTION 8. OFF-SITE INSTALLATIONS. To induce COUNTY to provide service to the Property, DEVELOPER agrees to construct and to transfer ownership and control to COUNTY as a contribution-in-aid-of-construction all necessary off-site installations from DEVELOPER's Property to the COUNTY's existing facilities. The term "off-site installations" means and includes all water distribution and supply mains, lines and pipes and related facilities adequate in size and design to serve the Property or as otherwise required by COUNTY. Such off-site installations shall be in accordance with the master plans of the COUNTY as they relate to the water and sewer utility system. DEVELOPER shall install all of the off-site installations at its sole expense and in accordance with the plans, specifications and other pertinent documents approved by COUNTY, except that in no event shall DEVELOPER be required to oversize lines to the benefit of other properties without prior agreement for reimbursement on behalf of such other properties. DEVELOPER shall construct the off-site installations in accordance with Section 9, "Procedures for Construction of Installations" herein.

SECTION 9. PROCEDURES FOR CONSTRUCTION OF INSTALLATIONS.

DEVELOPER agrees that construction of all on-site and off-site installations as defined in Section 7 and 8 respectively, shall be in accordance with the following requirements:

(a) **Permits.** DEVELOPER shall submit applicable FDEP permit applications to COUNTY for signature prior to submission of permit application to FDEP. DEVELOPER shall make application to COUNTY for Underground Utility Permits and any other applicable permits such as Right-of-Way Use Permits upon receipt of an approved permit from FDEP.

(b) **Plans and Specifications.** DEVELOPER will furnish COUNTY three (3) sets of all plans and specifications (Plans) for the installation to be constructed, prepared by a registered professional engineer. The plans shall be prepared in accordance with applicable COUNTY ordinances and policies including the Land Development Code, Water and Sewer Guidelines and System Requirements for connection to COUNTY-owned utilities. DEVELOPER shall obtain approval of the Plans from all agencies having jurisdiction including the FDEP and COUNTY, if applicable, and submit to COUNTY one (1) copy of any construction permits. No construction shall commence until the COUNTY and appropriate regulatory agencies have approved such Plans in writing and the COUNTY has received copies of the construction permits. If construction commences prior to all such approvals, COUNTY shall have no responsibility to accept any of the installations and COUNTY may elect to terminate this Agreement or withhold service until such time as DEVELOPER has obtained all required approvals. Should DEVELOPER wish to record the plat of a subdivision prior to construction of any

installation, DEVELOPER shall post a performance bond which is one hundred ten percent (110%) of the cost of construction of the installation.

(c) **Pre-construction Conference.** After securing all permits and approvals of Plans by COUNTY and the other agencies, DEVELOPER or the engineer of record shall set up a preconstruction conference with the engineer of record, utility contractor, the appropriate building officials and the COUNTY.

(d) **Notice to County.** DEVELOPER shall provide to COUNTY not less than forty-eight (48) hours written notice prior to commencement of construction and as-built surveys shall be submitted seven (7) days prior to final inspection. DEVELOPER shall provide to COUNTY forty-eight (48) hours notice, which may be either written or verbal, prior to any inspections or tests (other than final inspection) being performed as described herein. Notices shall be deemed given upon actual receipt of same by COUNTY.

(e) **Inspections and Tests.** During construction of any installation by DEVELOPER, COUNTY shall have the right to inspect such installation, including but not limited to the materials, equipment, piping and connections to determine compliance with the approved Plans. The engineer of record shall also inspect construction to insure compliance with approved Plans, permits and other applicable requirements. All standard tests and inspections for pressure, exfiltration, line and grade, and all other engineering tests and inspections shall be performed with the engineer of record and utility contractor present to determine that the systems have been installed in

accordance with the approved Plans, permits and good engineering practices and are functioning satisfactorily for the purpose for which the installation was designed. It shall be the DEVELOPER's responsibility to insure that all construction and the installation fully meet approved Plans, permits and applicable requirements of law and, upon completion, that the installation functions satisfactorily for the purpose for which it was designed.

(f) **Completion.** Upon completion of construction, DEVELOPER's engineer of record shall submit a signed certificate of completion certifying to COUNTY that the construction of the installation is complete, that the installation has been constructed in accordance with all permits, approved Plans, and applicable requirements of law, and as constructed, it will function for the purpose for which it was designed. If the certification is for a water distribution system, a copy of the bacteriological results and a sketch showing locations of all sample points shall be provided.

(g) **As-built and Other Plans.** At least seven (7) days prior to final inspection, DEVELOPER or his engineer shall also provide COUNTY with one (1) set of ammonia mylars of the "as-built" surveys prepared by the engineer of record showing the location of all installations as constructed. DEVELOPER shall provide COUNTY two (2) sets of approved paving and drainage plans and three (3) copies of the recorded subdivision plat. DEVELOPER shall provide proof satisfactory to COUNTY that the installation and all contractors, subcontractors, materialmen and laborers have been paid in full, together with the engineer's certificate of the total cost of the installation.

SECTION 10. WATER METERS. A water meter or meters necessary to serve the Property shall be installed by COUNTY at the Point of Delivery for residential development and by DEVELOPER for all other development. COUNTY shall designate the number, type, quality and size of said meter or meters. The water meter or meters and enclosures are to be installed by the COUNTY after a building permit is issued for residential development and by DEVELOPER for all other types of development. The cost thereof and associated labor charges shall be paid by DEVELOPER prior to installation at the rates charged by COUNTY in effect at that time. All water meters and enclosures shall remain the property of COUNTY. The COUNTY shall also be responsible for the installation of a back flow prevention device to be installed on the consumer side of the meter for all residential development. The DEVELOPER shall be responsible as to all other types of development.

SECTION 11. TITLE TO INSTALLATIONS CONSTRUCTED BY DEVELOPER. As a condition precedent to the right to connect the on-site installations and any off-site installations to COUNTY's Utility System, DEVELOPER shall convey title to as much of those installations, including real property, easements and rights-of-way as are required by COUNTY in accordance with the following:

(a) **Compliance.** DEVELOPER shall be in compliance with this Agreement.

(b) **Time and Place of Conveyance.** Unless otherwise agreed upon in writing, conveyance shall be made when the COUNTY is prepared to issue its letter of acceptance to DEVELOPER and commence delivery of service to the Property. Upon completion of the installations,

DEVELOPER shall deliver the necessary instruments of conveyance, properly executed, in substantially the same form attached hereto as Exhibit "D" (Warranty Deed), Exhibit "E" (Bill of Sale) and Exhibit "F" (Easements), together with funds sufficient to pay all costs of conveyance and recording. Delivery shall be made to the COUNTY'S Utilities Manager at the address shown herein for delivery of notices. Acceptance of the conveyance by the COUNTY shall not become final until the Board of County Commissioners duly accept same.

Upon a vote to accept conveyance by the COUNTY Commission, the instruments of conveyance will be recorded in the public records of Seminole County. The COUNTY will issue its letter of acceptance to DEVELOPER and COUNTY'S obligations to provide service in accordance with this Agreement shall commence.

(c) **Assurance of Title.** DEVELOPER shall at its expense, deliver to COUNTY a title insurance policy or an opinion of title with respect to the Property confirming DEVELOPER'S legal right to grant the deeds, easements and exclusive rights of service contained in this Agreement as a condition precedent to COUNTY'S issuance of a letter of acceptance or delivery of service.

(d) **Conveyance.** DEVELOPER shall convey all of its interest in the installations to be conveyed to COUNTY by Warranty Deed, Bill of Sale, Easements, Endorsement, Assignments, Affidavits of No Liens and other good and sufficient instruments of transfer and conveyance, including necessary permits, as shall be effective to vest in COUNTY good and marketable title to the installations free and clear of all liens and encumbrances. Transfer of all manufacturers' and contractors'

warranties, maintenance books and construction contracts shall be conveyed by unconditional assignment by DEVELOPER. DEVELOPER shall remain secondarily liable on such warranties and hereby agrees to indemnify and save harmless the COUNTY from any losses, damages, costs, claims, suits, debts or demands by reason of latent defects in the installations which could not have been reasonably discovered upon normal engineering inspection, for a period of two (2) years from the date of acceptance by the COUNTY of said utility installations.

(e) **Maintenance Bond.** DEVELOPER shall provide the appropriate maintenance bonds required by the Land Development Code and the Water and Sewer Guidelines in effect at the time of conveyance.

(f) **Manuals.** DEVELOPER shall provide COUNTY with all operation, maintenance and parts manuals necessary for the operation and maintenance of the installations.

SECTION 12. EASEMENTS. DEVELOPER hereby grants to COUNTY, subject to the terms of this Agreement, the exclusive right to construct, own, maintain and operate water and sewer facilities to serve the Property; and the exclusive right to construct, own, maintain and operate said facilities in, under, upon and across the present and future streets, easements, reserved utility strips and utility sites, and any public place as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and independent of said record plats.

DEVELOPER hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the DEVELOPER's property upon which COUNTY is constructing or operating utility

facilities. The foregoing grants shall continue for as long as COUNTY required such rights for the construction, ownership, maintenance, operation or expansion of the facilities.

DEVELOPER, upon request of COUNTY, shall execute recordable easements acceptable to COUNTY to carry out the purposes of this Section.

The parties agree that in the event DEVELOPER and COUNTY agree to install any of the facilities in lands within the Property lying outside the streets and easement areas described above, then DEVELOPER or the owner shall grant to COUNTY the necessary easements for such "private property" installation.

Subject to COUNTY's prior written consent, the use of easements granted by DEVELOPER to COUNTY shall not preclude the use of other utilities of these easements, such as cable television, telephone, electric, or gas utilities, provided each does not interfere with COUNTY's use thereof.

COUNTY hereby agrees that all easement grants will be utilized in accordance with generally accepted practices of publicly owned water and sewer utilities with respect to the installation of all its facilities in any of the easement areas.

Where water and sewer utilities are to be installed in, under and across privately owned streets, rights-of-way, tracts and easements, the DEVELOPER agrees that the quality of restoration of landscaping and pavement associated with the COUNTY's maintenance activities on those utilities will only equal that which would be performed in streets, rights-of-way, tracts and easements dedicated to the public.

SECTION 13. MORTGAGE LIENS. Mortgagees, if any, holding prior liens on the Property shall be required to release such liens, subordinate their positions or join in any conveyance, grant or dedication of the easements or rights-of-way, or give to COUNTY assurance by way of a "non-disturbance agreement," that in the event of foreclosure, mortgagee would continue to recognize the ownership and easement rights of COUNTY, as long as COUNTY complies with the terms of this Agreement. All facilities, save and except consumer installations, shall be covered by easements or rights-of-way if not located within platted or dedicated roads or rights-of-way for utility purposes.

SECTION 14. COUNTY'S EXCLUSIVE RIGHT TO UTILITY FACILITIES. DEVELOPER and COUNTY agree that all water facilities accepted by COUNTY in connection with providing service to the Property shall at all times remain in the sole and exclusive ownership of COUNTY. Any person or entity owning any part of the Property or any residence, building or unit constructed or located thereon, shall not have any right, title, claim or interest to such facilities for any purpose, including the furnishing of water services to others located within or beyond the limits of the Property. Subject to COUNTY's written consent, DEVELOPER may utilize other water sources for the Property for "non-domestic" uses such as for irrigation purposes.

SECTION 15. EXCLUSIVE RIGHT TO PROVIDE SERVICE. DEVELOPER shall not engage in the business of providing water or sewer services to the Property. DEVELOPER hereby grants COUNTY the sole and exclusive right to provide water services to the Property and to the occupants thereon.

SECTION 16. SERVICE RATES. The rates to be charged by COUNTY to the DEVELOPER or to a consumer for water service on the Property shall be those rates charged by COUNTY to its other customers pursuant to service rates from time to time in effect as defined herein. COUNTY reserves the right to withhold or disconnect service at any time the service rates are not paid on a current basis within forty (40) days after the same are billed; provided that written notification of such delinquency has been made by COUNTY to the DEVELOPER or consumer being served. DEVELOPER or consumer, as the case may be, hereby agrees to save and hold harmless COUNTY for any loss or damages resulting from the exercise of this right.

The service to the Property shall be subject to such other regulations from time to time imposed on COUNTY with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to COUNTY's Property and rate changes shall be exclusively within the discretion and control of COUNTY.

SECTION 17. APPLICATION FOR SERVICE TO CONSUMER INSTALLATIONS. DEVELOPER, or any owner or occupant on the Property (consumer) shall not connect any consumer installation to the facilities of COUNTY until application has been made to COUNTY by the DEVELOPER or consumer and approval for such connection has been granted.

The DEVELOPER or the consumer shall be responsible for connecting the consumer installation to the meter and/or lines of COUNTY system at the point of delivery in accordance with the following requirements:

(a) Application for the installation of water meters and backflow preventors shall be made twenty-four (24) hours in advance, not including Saturdays, Sundays and holidays.

(b) All consumer installations may, at COUNTY's sole option, be inspected by COUNTY before backfilling and covering of any pipes.

(c) Written notice to COUNTY requesting an inspection of a consumer installation may be given by the DEVELOPER, the consumer or his contractor, and the inspection will be made within twenty-four (24) hours, not including Saturdays, Sundays and holidays, provided the water meter and backflow preventor, if applicable, have been previously installed.

(d) If COUNTY fails to inspect the consumer installation within forty-eight (48) hours, excluding Saturdays, Sundays and holidays, after such inspection is requested in writing, DEVELOPER or consumer may backfill or cover the pipes without COUNTY's inspection and approval.

(e) The cost of construction, operation, maintenance, repair or replacement of consumer installations shall be the responsibility of DEVELOPER or consumer and not the COUNTY.

SECTION 18. WATER CONSERVATION. DEVELOPER agrees to employ water conservation measures in development of the Property. Subject to COUNTY review and approval to encourage water conservation, such measures shall include but not be limited to:

(a) Installation of low flush toilets which utilize 3.5 gallons or less of water per flushing cycle.

(b) Installation of shower heads which have flow restrictors, pulsating features, flow control devices or other features which result

in water conservation; and do not allow a flow exceeding 3.0 gallons per minute at 60 psi.

(c) No swimming pool filter backwash water, or any other swimming pool wastewater shall be discharged to the sanitary sewer system.

(d) Installation of spring-loaded/automatic shutoff water fixtures in all public restrooms, including lavatory fixtures.

SECTION 19. INSPECTION. COUNTY may, at its option and without notice, inspect DEVELOPER's utility facilities at all times whether before or after completion of construction and acceptance of same by the COUNTY. COUNTY, by inspecting or not inspecting to any extent whatsoever, shall not assume responsibility for construction or installation of DEVELOPER's utility facilities and shall in no way be deemed to waive any rights available to COUNTY for defaults on the part of DEVELOPER, or to consent to any defects, omissions or failures in the design, construction and installation of DEVELOPER's utility facilities.

SECTION 20. RELOCATION OF UTILITY FACILITIES. Any relocation of utility facilities required for DEVELOPER's convenience or necessity shall be done at DEVELOPER's expense provided such relocation can be accomplished without adverse impact on any other part of the facilities or other consumers.

SECTION 21. NOTICES. Any payment or notice required or permitted hereunder shall be in writing and be deemed properly made when hand delivered to the official hereinafter designated, or upon actual receipt when deposited in the United States mail, postage prepaid, addressed as set forth herein, or at such other address as shall have been specified by written notice to the other party delivered in accordance herewith:

COUNTY: Director
Environmental Services Department
500 West Lake Mary Boulevard
Sanford, Florida 32773

Copy to: County Attorney
Seminole County Services Building
1101 East First Street
Sanford, FL 32771

DEVELOPER: Lake Jessup Woods Partnership
118 N. Wignamore Rd
Winter Park FL 32789

SECTION 22. COSTS AND ATTORNEYS' FEES. In the event COUNTY or DEVELOPER brings an action to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, together with reasonable attorneys' fees at all levels, including appeals.

SECTION 23. INTERPRETATION. DEVELOPER and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

SECTION 24. ASSIGNMENT. This Agreement may not be assigned by DEVELOPER without the prior written consent of COUNTY, which shall not be unreasonably withheld, provided DEVELOPER's successor or assign expressly assumes DEVELOPER's obligations hereunder by execution of this Agreement. Capacity allocated hereunder may not be sold or assigned to any other property whether or not owned by DEVELOPER.

SECTION 25. STRICT COMPLIANCE. Failure to insist upon strict compliance of any of the terms, covenants, or conditions in this Agreement shall not be deemed a waiver thereof, nor shall any waiver of

any right hereunder at any one time be deemed a waiver of such right at any other time.

SECTION 26. TIME OF THE ESSENCE. Time is hereby made of the essence of this Agreement in all respects.

SECTION 27. ENTIRE AGREEMENT AND INCORPORATION BY REFERENCE. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever, except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement; provided however, that documents for the implementation of this Agreement, including all permits, engineering design and construction contracts, plans and specifications for the utility facilities as and when approved and filed with COUNTY's Public Works Department are incorporated herein by reference.

SECTION 28. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.

SECTION 29. LIABILITY. I, for myself, the owner, the DEVELOPER and our successors and assigns, agree to hold harmless and indemnify the COUNTY, the Seminole County Board of County Commissioners, its employees and agents from any and all claims, damages, causes of actions or other liabilities that arise out of or in relation to the FDEP's denial of applicable permits to provide water or sewer service to the Property. The COUNTY's obligations hereunder shall be contingent upon the

DEVELOPER's obtaining any and all necessary and required permits from FDEP and all other applicable agencies.

SECTION 30. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby.

SECTION 31. EFFECTIVE DATE. This Agreement shall be effective upon proper execution by both parties hereto.

SECTION 32. CONFLICTS. In the event of a conflict between this DEVELOPER's Agreement and the Water Agreement attached hereto as Exhibit "G," the specific provisions of the Water Agreement attached as Exhibit "G" shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement with the named exhibits attached to be executed on the day and year first above written.

ATTEST:

Robert Hara

Secretary

By: Robert Hara
General Partner President

(CORPORATE SEAL)

Date: _____

Robin Desjardais
Robin Desjardais
My Commission DD022109
Expires May 01, 2005

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commis-
sioners at their regular
Meeting of _____, 20__.

Shawn E. Deeb 6-18-04
County Attorney

SED/lpk
6/21/02
cua-water

- 7 Attachments:
- Exhibit "A" - Legal Description
- Exhibit "B" - Survey
- Exhibit "C" - Connection Fees
- Exhibit "D" - Warranty Deed
- Exhibit "E" - Bill of Sale
- Exhibit "F" - Easement (s)
- Exhibit "G" - Water Agreement

AFFIDAVIT OF CORPORATE
IDENTITY/AUTHORITY

STATE OF
COUNTY OF

COMES NOW, Robert Hara, General Partner
Lake Jessup Woods Partnership, being
first duly sworn, who deposes and says:

(1) That he/she is an officer of the Lake Jessup Woods Partnership, a
~~corporation existing~~ under the laws of the State of Florida, as its
general partner;

(2) That he/she is authorized to execute the
Conditional Utility Agreement on behalf of the above-named corporation
relating to the following described real property:

See Exhibit "A," attached hereto and incorporated herein; and

(3) That this Affidavit is made to induce Seminole County to
issue a conditional utility agreement for Seminole County to provide
Water and Sewer service to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT.

Robert Hara

Affiant

The following Affidavit was signed, acknowledged and sworn to by
Robert Hara being known to me [] having provided
as identification before me this 7 day of
June, 2004..

Robin Desjarlais
Notary Public, State of Florida
My commission expires:

Calk/misc/affofcorp



Robin Desjarlais
My Commission DD022109
Expires May 01, 2005

Exhibit A

Lots 103, 104, 105, 109, 110, 115, 116 and 117, less the North 8.5 feet of Lots 109 and 110 for road right of way, EUREKA HAMMOCK according to the plat thereof, as recorded in Plat Book 1, Page 106, of the Public Records of Seminole County, Florida.

Being also described as follows:

Parcel 1

Commence at a 1 inch Iron Pipe marking the Northeast corner of the Southeast 1/4 of Section 23, Township 20 South, Range 30 East, Seminole County, Florida, said point also being the Centerline intersection of Myrtle Street and Lake Avenue as shown on the plat of the Map of Eureka Hammock as recorded in Plat Book 1, Page 106, of the Public Records of Seminole County, Florida; thence run S 00E 34' 27" E along said Centerline of Lake Avenue a distance of 25.00 feet to the intersection with an Easterly projection of the Southerly Right-of-Way of Myrtle Street, thence run S 89E 39'08" W along said projection and along said right of way line a distance of 1320.16 feet to the East line of Lot 109 of said Eureka Hammock for the Point of Beginning; thence run South 00E 34' 24" E along said East line a distance of 1275.17 feet to a point on the North Right-of-Way of Lanark Street as shown on aforesaid plat, and the Southeast corner of said Lot 109; thence run S 89E 46' 33" W along said North Right-of-Way line a distance of 660.00 feet to the Southwest corner of Lot 110 of aforesaid Eureka Hammock; thence run N 00E 34' 25" W along the W line of said Lot 110 a distance of 1273.75 feet to the aforementioned South Right-of-Way of Myrtle Street; thence run N 89E 39' 08" E along said right of way line a distance of 660.00 feet to the Point of Beginning.

Parcel 2

Commence at a 1 inch Iron Pipe marking the Northeast corner of the Southeast 1/4 of Section 23, Township 20 South, Range 30 East, Seminole County, Florida, said point also being the Centerline intersection of Myrtle Street and Lake Avenue as shown on the plat of the Map of Eureka Hammock as recorded in Plat Book 1, Page 106, of the Public Records of Seminole County, Florida; thence run S 00E 34' 27" E along said Centerline of Lake Avenue a distance of 25.00 feet to the intersection with an Easterly projection of the Southerly Right-of-Way of Myrtle Street; thence run S 89E 39' 08" W along said projection and along said Right-of-Way line a distance of 1320.16 feet to the East line of Lot 109 of said Eureka Hammock; thence run S 00E 34' 24" E along the East line of said Lot 109 a distance of 1315.17 feet to the South Right-of-Way line and Lanark Street and the Northeast corner of Lot 115 of said Eureka Hammock for the Point of Beginning; thence run N 89E 46' 33" E along said Right-of-Way line a distance of 990.19 feet to the Northeast corner of Lot 105 of said Eureka Hammock; thence run S 00E 34' 06" E a distance of 1284.45 feet to the Southeast corner of said Lot 105 and the North Right-of-Way line of Cadillac Street; thence run S 89E 47' 28" W along said North Right-of-Way line a distance of 2296.87 feet to a point on the East Right-of-

Way line of Hester Avenue; thence run N 00E 19' 21" W along said East Right-of-Way line a distance of 644.05 feet to the Northwest corner of Lot 117 of said Eureka Hammock; thence run N 89E 46' 32" E along the North line of said Lot 117 a distance of 643.97 feet to the Southwest corner of aforementioned Lot 115; thence run N 00E 34' 25" W along the West line of said Lot 115 a distance of 639.78 feet to the Northwest corner of said Lot 115 and the aforementioned South Right-of-Way line of Lanark Street; thence run N 89E 46' 33" E along said South Right-of-Way line a distance of 660.00 feet to the Point of Beginning.

T03-E51

EXHIBIT "C"

Water Connection Fees

Developer agrees to pay Seminole County the following connection fees to induce the County to reserve the following plant capacities for Developer's proposed connections within the "Property". Developer understands that the plant capacities are only reserved upon payment of Charges by Developer to Seminole County. The fees set forth below are the connection fees in effect as of the date of this Developer Agreement and are subject to changes in accordance with the terms thereof.

Payment Schedule

<u>Customer Category</u>	<u>Number of Units</u>	<u>ERC Factor</u>	<u>Total ERCs</u>	<u>Total Gallons</u>	<u>Charge Per Gallon</u>	<u>Total Charges</u>
Residential	116	350	116	40,600	\$2.83	\$ 114,898.00

FEES HAVE NOT BEEN SATISFIED

Exhibit D

WARRANTY DEED (Partnership to County)

THIS WARRANTY DEED is made this ____ day of _____,
19____, between _____ (Print or
Type), a Florida partnership, whose address is _____
_____ (Print or Type), hereinafter called the GRANTOR, and
SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address
is Seminole County Services Building, 1101 East First Street, Sanford, Florida
32771, hereinafter called the GRANTEE.

W I T N E S S E T H:

That the GRANTOR, for and in consideration of the sum of ONE AND NO/100
DOLLARS (\$1.00) and other valuable considerations, to GRANTORS in had paid by the
GRANTEE, the receipt whereof is hereby acknowledged by these presents does grant,
bargain, sell, release, convey and confirm unto the GRANTEE, all that certain
land lying and being in the County of Seminole, State of Florida, more
particularly described as follows:

Property Appraiser's Parcel Identification Number _____

This Instrument Prepared by:

Address:

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the GRANTOR hereby covenants with said GRANTEE that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

The property conveyed herein may include roads, lines (water, sewer or other), drainage facilities or systems, or other facilities or systems which will become the responsibility of the COUNTY. The GRANTOR represents that any and all facilities or systems located in, or, upon or within the conveyed property are free from all latent and patent design, construction or other defects. The GRANTOR hereby represents to the COUNTY that it has no knowledge of any latent or patent defects. GRANTOR hereby assigns, transfers and conveys to the COUNTY any and all rights against any and all firms or entities which may have caused such latent or patent defects including, but not limited to any and all warranties, claims and other forms of indemnification. By execution of this document the GRANTOR affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. The GRANTOR recognizes that the COUNTY is relying upon the GRANTOR's representations as herein expressed. The GRANTOR, further, accepts responsibility over and agrees to indemnify and hold the COUNTY harmless from and against any and all damages, liabilities, costs and matters relating to latent and patent defects in any way relating to or arising from this conveyance.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal the day and year first above written.

WITNESSES: Signed Sealed and delivered in our presence:

(Type Partnership Name)

(Signature)

(Signature) , GRANTOR

(Legibly Print/Type/or Stamp Name)

(Type) TITLE

(Signature)

(Legibly Print/Type/or Stamp Name)

(Legibly Print/Type/or Stamp Name)

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 19____, by _____ (name of acknowledging partner or agent), partner (or agent) on behalf of _____ (name of partnership), a partnership. He/she is personally known to me or has produced _____ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 19____.

(Signature) Notary Public, in and for the County and State Aforementioned (Affix Seal)

(Legibly Print/Type/or Stamp Name)

My Commission Expires:

Project Name:
Development Review Committee #:

Exhibit E

BILL OF SALE (Limited Partnership to County)

KNOW ALL MEN BY THESE PRESENTS, that _____
_____ (Type or Print Name), a _____
(Type State) limited partnership, and having its principal place of business at _____ (Printor
Type), hereinafter referred to as SELLER, for an in consideration of the sum of
TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration paid by SEMINOLE
COUNTY, a political subdivision of the State of Florida, whose address is
Seminole County Services Building, 1101 East First Street, Sanford, Florida
32771, hereinafter referred to as BUYER, the receipt of which is hereby
acknowledged by the SELLER, has granted, bargained, sold, transferred and
delivered to BUYER, its successors, heirs, executors, administrators and assigns
forever, the following property, hereinafter referred to as PROPERTY:

This document prepared by:

Address:

TO HAVE AND TO HOLD the same unto the BUYER, its executors, administrators and assigns forever.

AND the SELLER hereby covenants with said BUYER that it is the lawful owner of the PROPERTY; that it has good right and lawful authority to sell and convey said PROPERTY; that it hereby fully warrants the title to said PROPERTY and will defend the same against the lawful claims of all persons whomsoever; and that said PROPERTY is free of all encumbrances except those described herein.

The property conveyed herein may include roads, lines (water, sewer or other), drainage facilities or systems, or other facilities or systems which will become the responsibility of the COUNTY. The GRANTOR represents that any and all facilities or systems located in, or, upon or within the conveyed property are free from all latent and patent design, construction or other defects. The GRANTOR hereby represents to the COUNTY that it has no knowledge of any latent or patent defects. GRANTOR hereby assigns, transfers and conveys to the COUNTY any and all rights against any and all firms or entities which may have caused such latent or patent defects including, but not limited to any and all warranties, claims and other forms of indemnification. By execution of this document the GRANTOR affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. The GRANTOR recognizes that the COUNTY is relying upon the GRANTOR's representations as herein expressed. The GRANTOR, further, accepts responsibility over and agrees to indemnify and hold the COUNTY harmless from and against any and all damages, liabilities, costs and matters relating to latent and patent defects in any way relating to or arising from this conveyance.

Exhibit F

UTILITY EASEMENT (Partnership to County)

THIS UTILITY EASEMENT is made and entered into this ____ day of _____, 19____, by and between _____ (Print or Type), a Florida partnership, whose address is _____ (Print or Type), hereinafter called the GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the GRANTEE.

W I T N E S S E T H:

FOR AND IN CONSIDERATION OF the sum of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant and convey to the GRANTEE and its assigns, an exclusive easement and right-of-way for utility purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary, electrical poles, telephone poles, wire, guy wires and appurtenances, water pipes, sewer pipes, gas pipes and mains, and any other utility facilities over, under, upon and through the following-described lands situate in the County of Seminole, State of Florida, to-wit:

This Instrument Prepared by:

Address:

TO HAVE AND TO HOLD said easement and right-of-way unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear, keep clear and remove from said right-of-way all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation or maintenance of the utilities or any facilities installed thereon by the GRANTEE and its assigns, and the GRANTOR, its successors and assigns, agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on the said right-of-way that may interfere with the location, excavation, operation or maintenance of the utilities, or any facilities installed thereon. Notwithstanding the issuance of any permit to construct a fence or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or an authorized utility company if applicable, to remove the fence or other structure from the easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the easement.

GRANTOR does hereby covenant with the GRANTEE, that it is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the said easement and that it is free from all encumbrances.

The property conveyed herein may include roads, lines (water, sewer or other), drainage facilities or systems, or other facilities or systems which will become the responsibility of the COUNTY. The GRANTOR represents that any and all facilities or systems located in, or, upon or within the conveyed property are free from all latent and patent design, construction or other defects. The GRANTOR hereby represents to the COUNTY that it has no knowledge of any latent or patent defects. GRANTOR hereby assigns, transfers and conveys to the COUNTY any and all rights against any and all firms or entities which may have caused such latent or patent defects including, but not limited to any and all warranties, claims and other forms of indemnification. By execution of this document the GRANTOR affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. The GRANTOR recognizes that the COUNTY is relying upon the GRANTOR's representations as herein expressed. The GRANTOR, further, accepts responsibility over and agrees to indemnify and hold the COUNTY harmless from and against any and all damages, liabilities, costs and matters relating to latent and patent defects in any way relating to or arising from this conveyance.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal the day and year first above written.

WITNESSES: Signed, sealed and delivered

(Type Partnership Name)

(Signature)

(Signature) , GRANTOR

(Legibly Print/Type/or Stamp Name)

(Legibly Print/Type/or Stamp Name)

(Print or Type) TITLE

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 19____, by _____ (name of acknowledging partner or agent), partner (or agent) on behalf of _____ (name of partnership), a partnership. He/she is personally known to me or has produced _____ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 19____.

(Signature) Notary Public, in and for the County and State Aforementioned (Affix Seal)

(Legibly Print/Type/or Stamp Name)

My Commission Expires:

Project Name:
Development Review Committee #:

Utlypt.frm
Rev. 5/26/93 - DRD/pa

Exhibit "G"

Water Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and Lake Jessup Woods, P. Trust whose address is 118 N. Wynmore Rd. Winter Park, FL 32789 referred to as "OWNER".

W I T N E S S E T H:

WHEREAS, OWNER owns certain real property in Seminole County, Florida, hereinafter referred to as "the Property," as described in Exhibit "A," and set forth on the survey in Exhibit "B," attached to the Conditional Utility Agreement For Water Service; and

WHEREAS, OWNER requires a water service system to serve future residential development to be located on the Property; and

WHEREAS, OWNER is willing to construct an off-site water system and other appurtenant facilities to serve the Property and convey the water system and appurtenant facilities to the COUNTY in return for the considerations set forth herein; and

WHEREAS, OWNER has executed a Conditional Utility Agreement For Water Service to which this Agreement is attached as Exhibit "G" and together the Conditional Utility Agreement For Water Service and this Agreement comprise the complete and entire water agreement between the parties,

NOW, THEREFORE, in consideration of the premises, the parties mutual covenants and agreements, including the cost of designing, permitting, constructing, conveying and accepting the water system as hereinafter defined, the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Section 1. Recitals. The foregoing premises are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Definitions. As used in this Agreement, certain terms and phrases appearing herein are defined as follows:

(a) Water System. The term "Water System" shall refer to and mean the construction of an off-site water transmission system on Hester Ave to Myrtle St including transmission mains, stub-outs, pipes, valves, fittings and other such pertinent facilities as are routinely placed in public rights-of-way or dedicated easements. All permits and engineering design and construction contracts, plans and specifications for the Water System as and when filed with and approved by the County's Planning Department, Development Review Division, are incorporated herein by reference.

(b) Service Area. The term "Service Area" shall mean and consist of the Property which is to be developed and which is described in Exhibit "A" of the Conditional Utility Agreement for Water Service.

Section 3. Agreement to Construct and Convey. OWNER agrees to construct and convey to the COUNTY the Water System and the COUNTY, in

reliance on the representations and warranties of OWNER contained herein and subject to the terms and conditions of this Agreement, agrees to accept the Water System from OWNER and pay for the cost thereof upon completion of the Water System. OWNER represents and warrants that:

(a) OWNER shall cause to be designed, permitted and constructed, the Water System to the Property. Any Federal, State or local permitting fees and approvals, if applicable, shall be the responsibility of the OWNER; provided, however, that the COUNTY shall be responsible for the Right-of-Way use permit fee, if applicable, the Florida Department of Environmental Protection permit fee and the underground utility permit fee, all related to the off-site water main only.

(b) Subject to the terms of this Agreement, the OWNER shall commence construction of the Water System within four (4) months and complete construction within twelve (12) months of execution of the Agreement.

(c) OWNER's agreement to construct and convey the Water System is in addition to OWNER's agreement to construct, install and convey, at OWNER's sole cost and expense, all other water transmission, collection and meter facilities necessary to provide water service to OWNER's Property pursuant to the Conditional Utility Agreement For Water Service.

Section 4. Conveyance. In addition to the provisions set forth in Section 11, Title to Installations Constructed by Developer, of the

Conditional Utility Agreement For Water Service, the following shall apply:

(a) Conveyance shall be closed at the Seminole County Services Building within fifteen (15) days of the vote relating to conveyance by the Board of County Commissioners.

(b) Real and personal property taxes, if any, shall be the responsibility of the OWNER and prorated as of the date of closing. Any corrective instruments required in connection with perfecting OWNER's title shall be prepared and recorded by OWNER prior to closing.

Section 5. Construction of Installations. In addition to the provisions of Section 9 of the Conditional Utility Agreement For Water Service, the OWNER shall provide COUNTY with the proposed utility contractor's firm name, key agents, address and brief description of previous applicable jobs so that the COUNTY may approve said contractor prior to establishment of a pre-construction conference. Approval shall not be unreasonably withheld by the COUNTY.

Section 6. Payment. COUNTY shall reimburse OWNER for the actual costs incurred in construction of the Water System as described in Section 2(a) herein. The anticipated construction costs are set forth in Attachment "A" attached hereto and incorporated herein and shall not exceed \$7,650⁰⁰. Actual costs shall include all design, permitting, construction, labor and materials associated with construction of the Water System. To be eligible for reimbursement by COUNTY, the costs incurred by OWNER must be reviewed and written consent obtained from COUNTY by OWNER prior to incurring the costs. These costs shall be based on the contractor's invoices and

OWNER's engineer's certification of the invoices and in accordance with cost and pay estimates approved by COUNTY. Payment shall be made as follows:

(a) Notwithstanding any other provision of this Agreement, the total repayment amount shall not exceed the amount of OWNER's contract to construct the Water System together with change orders as approved by the COUNTY in writing.

(b) The COUNTY shall reimburse the OWNER for approved costs of design, permitting and construction of the Water System upon completion of construction. Payments shall be by COUNTY warrant within forty-five (45) days of receipt and approval by COUNTY of the bill of sale, contractor invoices, engineer certification of completion, Florida Department of Environmental Protection acceptance and clearance, final COUNTY inspection and COUNTY receipt of as-builts related to off-site water main in accordance with this Agreement.

Section 7. Risk of Loss. OWNER shall bear the risk of loss or damage to the Water System prior to conveyance and acceptance by the COUNTY. OWNER shall restore at its expense all loss or damage within a reasonable period of time.

Section 8. Approval of County. As a condition precedent to COUNTY's obligations hereunder, the OWNER shall deliver to COUNTY for COUNTY's prior review and approval all plans, specifications, drawings, financial and cost projections, construction and other contracts and corresponding prices prepared for the OWNER regarding the Water System. Under no circumstances shall the review by the COUNTY impose on the COUNTY any liability to the OWNER for faulty design or con-

struction of the Water System. It is acknowledged by the parties that the COUNTY review contemplated in this Section is only for the purpose of determining the operational acceptability of the Water System and for no other purpose whatsoever. Nothing in this Section shall relieve OWNER of its obligations under this Agreement, the Conditional Utility Agreement For Water Service, or under applicable COUNTY regulations and procedures.

Section 9. Access to Site. The COUNTY shall provide to the OWNER rights of access and easements over property belonging to or controlled by the COUNTY for installation of the Water System as required for the completion of the approved Water System and in accordance with the approved plans and specifications. County Development Fees related to development of the adjacent subdivision including underground utilities fees and right-of-way use fees, shall not be waived by this Section.

Section 10. Operation and Maintenance. Upon transfer, the COUNTY shall be responsible for operation and maintenance of the Water System and shall assure service to all present and future connections to the Property; provided, however, that the COUNTY's obligation shall be consistent with and not greater than the COUNTY's obligation to provide such water service to the public generally.

Section 11. Indemnification. OWNER agrees to hold harmless and indemnify the COUNTY, its Commissioners, officers, employees and agents from and against any and all claims, losses, damages, or lawsuits for damages, including any and all court costs and attorney fees

arising from or related to the performance of this Agreement between OWNER and COUNTY.

OWNER further agrees to hold harmless and indemnify the COUNTY, its Commissioners, officers, employees and agents from and against any and all claims, losses, damages or lawsuits for damages resulting from:

(a) any misrepresentation of a material fact contained in this Agreement or the exhibit attached hereto; or

(b) any breach of warranties made by OWNER pursuant to this Agreement.

Section 12. County's Liability. Notwithstanding everything contained herein to the contrary, OWNER understands and agrees that the obligations of the COUNTY, including, but not limited to, the payment of costs to be made hereunder to OWNER shall not be deemed to be or constitute a pledge of the full faith and credit of the general revenues, including non-ad valorem tax revenues of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

, Secretary

(CORPORATE SEAL)

By: *Robert H. ...*
General Partner, President

Date: _____

Robin Desjarlais



Robin Desjarlais
My Commission DD022109
Expires May 01, 2005

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by
the Board of County Commission-
ers at their _____,
20____, regular meeting.

Sharon E. Dietrich 6.18.04

County Attorney
SED/lpk
4/23/02
exhibit G - water

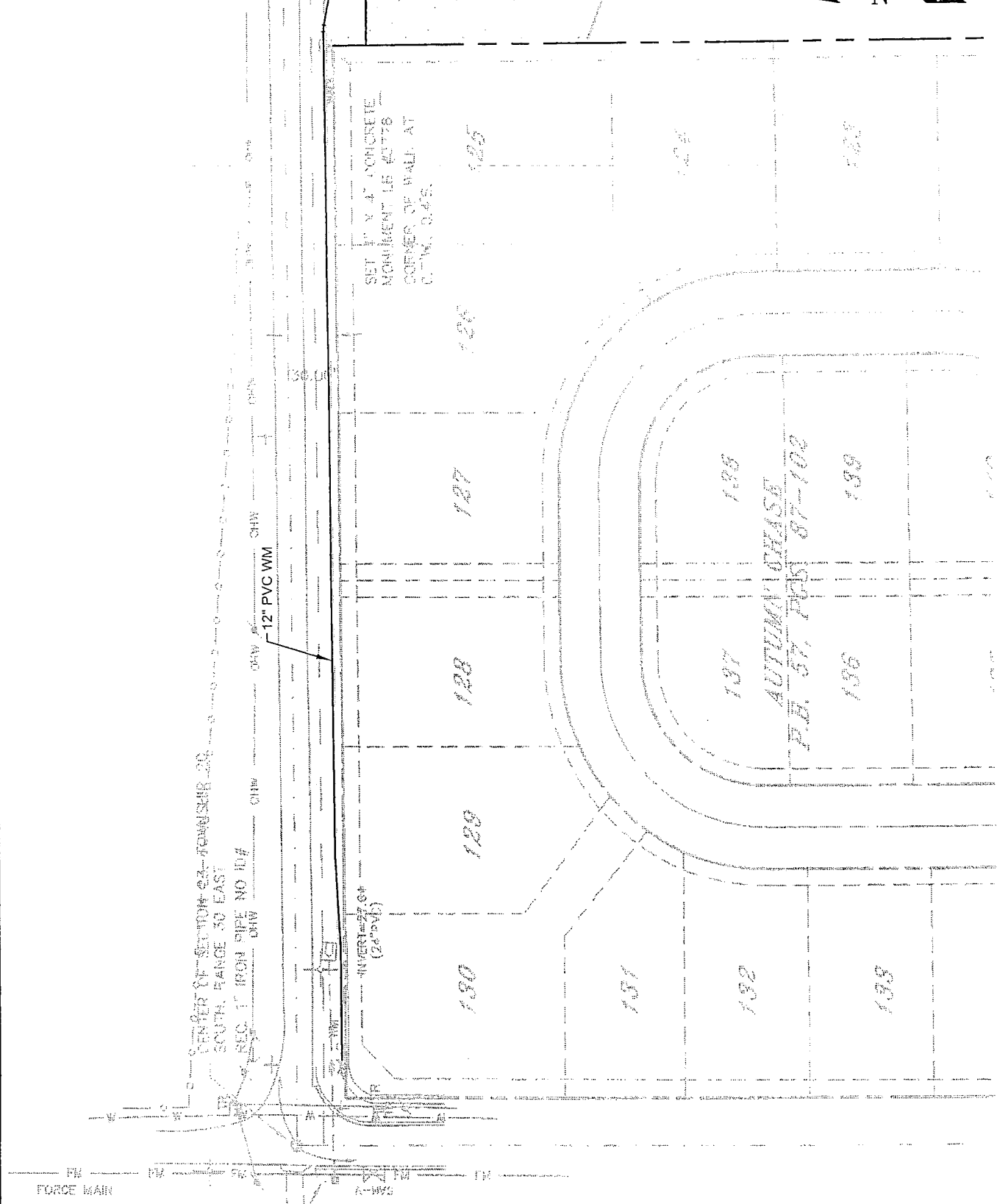
Attachment:
Attachment "A" - Construction Costs




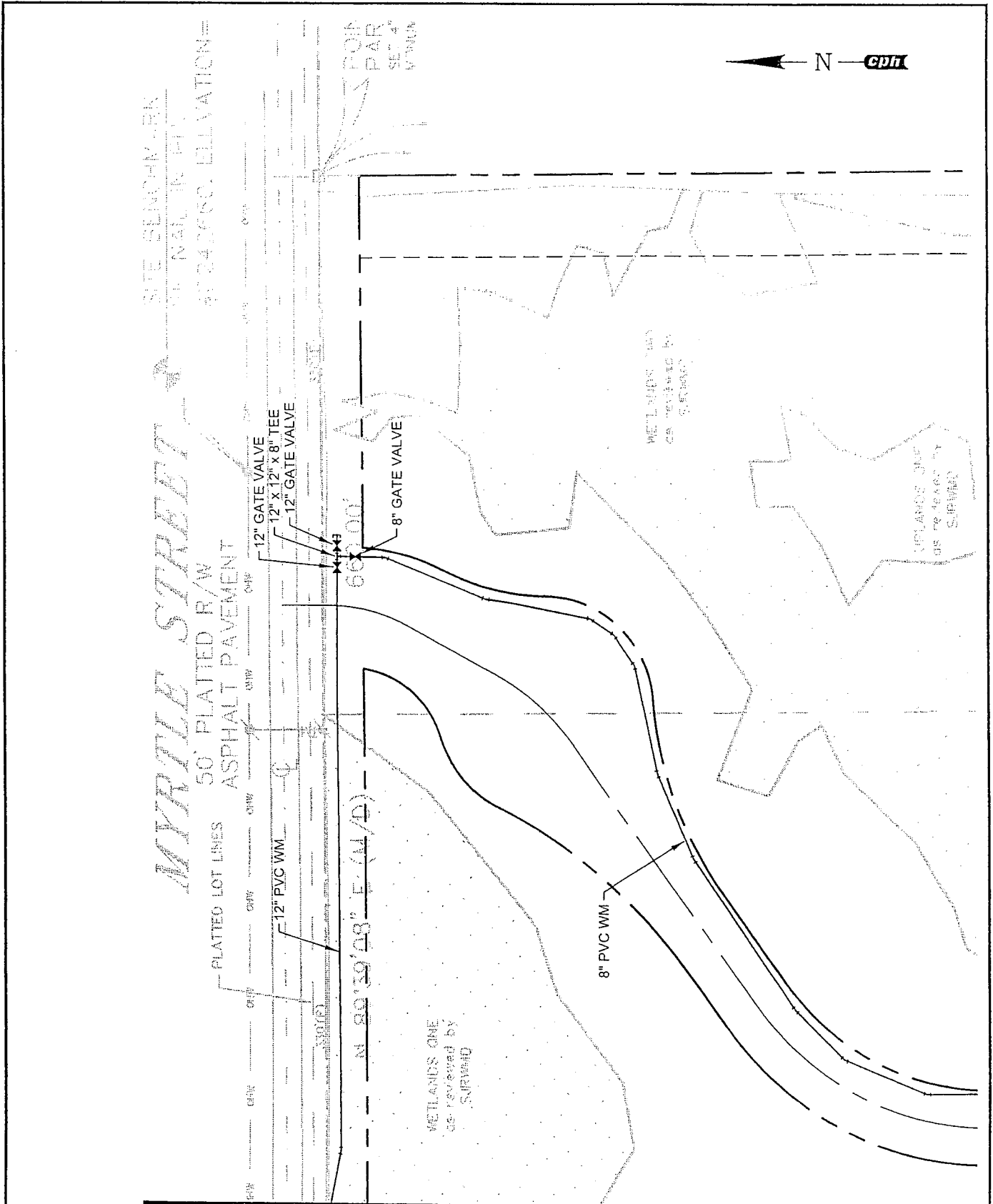
1117 East Robinson Street
 Orlando, Florida 32801
 Phone: 407.425.0452
 Fax: 407.648.1036
www.cphengineers.com

ATTACHMENT "A"


Lake Jesup Woods							
Offsite Water Main Opinion of Cost							
21-May-04							
		8" Water Main			12" Water Main		
	Units	Quantities	Cost per Unit	Cost	Quantities	Cost per Unit	Cost
PVC PIPE	LF	1070	25	26750	1070	30	32100
GATE VALVES	EA	2	2500	5000	2	3500	7000
Connect to Existing Water Main	LS	1	500	500	1	500	500
Fitting (Tee and Cap)	LS	1	1200	1200	1	1500	1500
Total				\$33,450.00			\$41,100.00
Proposed Reimbursement							\$7,650.00



 <p> Engineers Planners andscape Architects urveyors onstruction Management <small>www.cphengineers.com</small> <small>1117 East Robinson Street, Orlando, FL 32801</small> <small>Phone: 407.425.0452 Fax: 407.648.1036</small> </p>	Scale: 1" = 80' Date: 5-21-2004	ATTACHMENT "A" THE GREATER CONSTRUCTION CORPORATION LAKE JESUP WOODS	© 2004 FIGURE 2
	Job No.: G6784 Certificate of Authorization No. 3215		Page 2



MATCH FIGURE 2 PAGE 2

 <p> Engineers Planners Landscape Architects Surveyors Construction Management <small>w w w . c p h e n g i n e e r s . c o m</small> <small>1117 East Robinson Street, Orlando, FL 32801</small> <small>Phone: 407.423.0452 Fax: 407.648.1036</small> </p>	Scale: 1" = 80'	ATTACHMENT "A"	© 2004
	Date: 5-21-2004		FIGURE 3
	Job No.: G6784	THE GREATER CONSTRUCTION CORPORATION LAKE JESUP WOODS	Page 3
	Certificate of Authorization No. 3215		