

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Conditional Utility Agreement for water service for Orthodox Church of St. Stephen

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: *Robert G. Adolph* **CONTACT:** *Becky Noggle* **EXT.** 2143
Robert G. Adolph, P.E., Director Sr. Coordinator

Agenda Date 10/22/02 Regular ☐ Consent ☒ Work Session ☐ Briefing ☐
Public Hearing – 1:30 ☐ Public Hearing – 7:00 ☐

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute the Conditional Utility Agreement for water service.

BACKGROUND:

Conditional Utility Agreement for water service between Seminole County and Orthodox Church of St. Stephen the Protomartyr, Inc., for the project known as Orthodox Church of St. Stephen for 840 gpd for water. District 5

Reviewed by:
Co Atty: na
DFS: n/a
Other: n/a
DCM: *[Signature]*
CM: _____

File No. CESA02



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

To: Becky Noggle, Sr. Coordinator
Environmental Services Department

From: Susan E. Dietrich, Assistant County Attorney *SED*
Ext. 7254

Date: September 12, 2002

Subject: Orthodox Church of St. Stephen

In response to your recent request, I reviewed the Conditional Utility Agreement for Water Service you transmitted for the above referenced developer's project. The Agreement is acceptable as submitted; however, I did not review the Agreement for accuracy of capacity allocation or other technical matters.

I am returning the signed original document for placement on the next available Board of County Commissioners' agenda.

Please call if you have any questions.

SED/dg
Attachment

Conditional Utility Agreement for Water Service
P:\Users\CADG01\MYDOCS\MEM\StStephOrtho.doc

**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 **ORTHODOX CHURCH OF ST. STEPHEN THE PROTOMARTYR, INC.**, a Florida Non-Profit corporation, hereinafter referred to as "DEVELOPER,"

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, 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 840 gallons per day for potable water supply, which is estimated to be 3 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. PROCEDURES FOR CONSTRUCTION OF INSTALLATIONS.

DEVELOPER agrees that construction of all on-site installations as defined in Section 7 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 9. 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 10. EXCLUSIVE RIGHT TO PROVIDE SERVICE. DEVELOPER shall not engage in the business of providing water service to the Property. DEVELOPER hereby grants COUNTY the sole and exclusive right to provide water service to the Property and to the occupants thereon.

SECTION 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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: Orothodox Church of St. Stephen The Protomartyr, Inc.
RTYR, Inc.
10 Monroe Avenue
DeBary, Florida 32713-3204

SECTION 17. 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 18. 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 19. 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 20. 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 21. TIME OF THE ESSENCE. Time is hereby made of the essence of this Agreement in all respects.

SECTION 22. 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 23. 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 24. LIABILITY. The DEVELOPER and its 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 25. 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 26. EFFECTIVE DATE. This Agreement shall be effective upon proper execution by both parties hereto.

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:

ORTHODOX CHURCH OF ST. STEPHEN
THE PROTOMARTYR, INC.



PAUL GIDUS, SECRETARY
(CORPORATE SEAL)

By:



MARK A. STEVENS, PRESIDENT

Date: 09-03-02

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:

DARYL G. MCLAIN, Chairman

Date: _____

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

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.



County Attorney
SED/lpk
8/22/02
protomartyr-cua

3 Attachments:

- Exhibit "A" - Legal Description
- Exhibit "B" - Survey
- Exhibit "C" - Connection Fees

Exhibit "A"

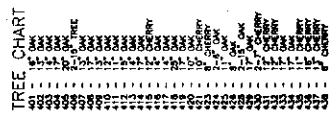
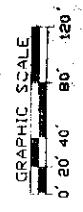
**ORTHODOX CHURCH OF ST. STEPHEN
LAKE EMMA ROAD, LONGWOOD, FL**

PLAT OF SURVEY

DESCRIPTION

THE NORTH 283 FEET OF THE WEST 933 FEET OF THE S.E. $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, LESS EASEMENT FOR ROAD PURPOSES OVER THE NORTH 33 FEET AND OVER THE EAST 33 FEET THEREOF; TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ROAD PURPOSES ACROSS THE NORTH 33 FEET OF THE S.E. $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 30 EAST AND ACROSS THE EAST 33 FEET OF THE WEST 933 FEET OF THE SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 30, TOWNSHIP 20 SOUTH, RANGE 30 EAST, LESS THE WEST 17.00 FEET FOR ROAD RIGHT OF WAY. CONTAINING 5.958 ACRES, MORE OR LESS, ALSO LESS 0.90 ACRES, MORE OR LESS FOR ROADWAY EASEMENT LEAVING A NET AREA OF 5.058 ACRES, MORE OR LESS.

DESCRIPTION

~~2. —————~~[illegible]

ACCURIGHT SURVEYS
of Orlando Inc., LB 4475
2012 E. Robinson St.
Orlando, Florida 32803
(407) 894-6314

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>
Commercial	N/A	350	3	840	\$2.83	\$ 2,377.20

FEES HAVE NOT BEEN SATISFIED

**AFFIDAVIT OF CORPORATE
IDENTITY/AUTHORITY**

STATE OF FLORIDA
COUNTY OF Orange

COMES NOW, Mark A. Stevens, being first duly sworn, who deposes and says:

(1) That he is an officer of Orthodox Church of St. Stephen The Protomartyr, Inc., a Florida Non-Profit corporation.

(2) That he is authorized to execute the Conditional Utility Agreement For Water Service 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 Water Service for Seminole County to provide water service to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT.

Mark A. Stevens
Mark A. Stevens, Affiant

The following Affidavit was signed, acknowledged and sworn to by
Mark Stevens [☒] being known to me [☐] having provided
as identification before me this 3 day of
Sept, 2002..

Lori L. Torzsa
Notary Public, State of Florida
My commission expires:

SED/lpk
8/22/02
affofcorp-protomartyr

Attachment:
Exhibit "A" - Legal Description

