

THIS INSTRUMENT PREPARED BY:  
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RETURN TO:  
ONE STOP PERMIT COORDINATOR  
SEMINOLE COUNTY UTILITIES DEPARTMENT  
BUSINESS OFFICE  
500 WEST LAKE MARY BLVD.  
SANFORD, FL 32773

## **CONDITIONAL UTILITY AGREEMENT FOR WATER, WASTEWATER, OR RECLAIMED WATER SERVICES**

**THIS AGREEMENT** is made and entered into by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, in this Agreement referred to as "COUNTY," and \_\_\_\_\_, a \_\_\_\_\_ (type of organization), in this Agreement referred to as "DEVELOPER." The COUNTY and DEVELOPER are collectively referred to as the "Parties".

### **WITNESSETH:**

**WHEREAS**, DEVELOPER is purchasing lands located in Seminole County, Florida, as described in Exhibit A and shown on the survey in Exhibit B, attached to this Agreement (the "Property"), and DEVELOPER intends to develop the Property; and

**WHEREAS**, DEVELOPER has requested that COUNTY provide central water, wastewater, reclaimed water, or a combination of these services for the Property; and

**WHEREAS**, COUNTY is willing to provide central water, wastewater, reclaimed water, or a combination of these services to the Property and thereafter to operate the Utility Facilities so that the occupants of the improvements on the Property will receive water, wastewater, reclaimed water services, or a combination of these services, from COUNTY in accordance with the provisions of this Agreement; and

**WHEREAS**, on June 25, 2024 COUNTY approved the Reagan Center PD Major Amendment Rezone (“Project”) and Development Order 23-20500017 (“DO”) for the Property that established utility requirements and conditions of utility service for each Development Phase of the Project; and

**WHEREAS**, DEVELOPER is seeking approval for utilities services for Development Phase I of the Project as described in the DO, and development of any subsequent phases of the Project will require separate utility agreements; and

**WHEREAS**, to provide sewer service to the Property for Development Phase I, the Wastewater System Capacity Improvements, as defined in the DO, consist of constructing an upgrade to the Hampton Park Master Pump Station as designed by COUNTY (“Master Pump Station”); and

**WHEREAS**, to expedite construction of the upgraded Master Pump Station, COUNTY will manage design and permitting and DEVELOPER will construct the pump station in accordance with the terms and conditions set forth in this Agreement and the DO.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged and intending to be legally bound hereby, the Parties agree as follows:

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

**Section 2. Definitions.** The following terms have these definitions in this Agreement unless the context in which the term is used indicates a different meaning:

(a) Application. A request in writing from DEVELOPER or a Consumer on forms provided by COUNTY requesting specific water, wastewater, or reclaimed water services.

(b) ADF. Average Daily Flow.

(c) Billing Unit. A factor used to convert the meter size to Billing Units. A three-fourth inch (3/4") meter is one (1) Billing Unit, a one inch (1") meter is three (3) Billing Units, a one and one-half inch (1½") meter is five (5) Billing Units, and a two inch (2") meter is eight (8) Billing Units.

(d) Capacity Fees. A fee or charge paid to COUNTY by DEVELOPER for the purpose of obtaining water or wastewater capacity. Capacity Fees will be utilized for the acquisition, improvement, expansion, and construction of Facilities necessary by the Seminole County Utilities Department to furnish water capacity, wastewater capacity, or both, and related services to the Property, and to adequately fund capital improvements in and for the Facilities. The term specifically does not include distribution facilities, collection facilities, or Consumer Installations that are fully borne by DEVELOPER. The amount will be determined in accordance with COUNTY's schedule of Rates in effect from time to time.

(e) Consumer. The title owner of real property or the person or legal entity that has the legal right to utilize real property that the Consumer desires to be served by water, wastewater, or reclaimed water service.

(f) Consumer Installations. All water, wastewater, and reclaimed water facilities that ordinarily and customarily exist on the Consumer's side of the Point of Delivery such as, by way of example and not limitation, curb stops, service pipes, lateral pipes, and appurtenances to such items.

(g) Contribution in Aid of Construction (CIAC). The combination of a sum of money and the value of property required as a prerequisite to service to the Property.

(h) Developer. The owner of real property or the person or legal entity that has the legal right to utilize real property by means of any form of ownership, which real property DEVELOPER desires to be served by water, wastewater, or reclaimed water services.

(i) DEVELOPER Installation. All such portions of the On-Site Installations and Off-Site Installations to be conveyed by DEVELOPER to COUNTY, as reasonably agreed by COUNTY and DEVELOPER.

(j) Development Phase. A subdivision or construction phase of the construction of Utility Facilities on the Property.

(k) Equivalent Residential Connection (ERC). A factor used to convert a given ADF to the equivalent number of residential connections. For this purpose, the ADF of one ERC is defined in the most current Utility Rates as found in the Seminole County Administrative Code, Section 20.45. ERCs are calculated as a whole number. The rounding of ERCs to whole numbers are calculated as follows: 0.5 and greater are rounded up to the next whole number and 0.49 and less are rounded down to the next whole number.

(l) Facilities. See Utility Facilities below.

(m) FDEP. The Florida Department of Environmental Protection or its successor agency.

(n) GPD. Gallons per day.

(o) Installation. See Utility Facilities below.

(p) Point of Delivery. The designated points at which the Consumer's Installation is connected to the COUNTY water system, wastewater system, or reclaimed water system, as designated in DEVELOPER's Phase I plans approved by the COUNTY. For Development Phase I specifically, the point of delivery for water is a proposed on-site master water meter and the point of delivery for wastewater is an existing off-site wastewater pump station, as shown on the aforementioned Development Phase I plans.

(q) Property. The real property owned or controlled by DEVELOPER for which water service capacity allocation, wastewater service capacity allocation, reclaimed water service capacity

allocation, or a combination of them is requested as described in Exhibit A and shown on the survey in Exhibit B, attached to this Agreement.

(r) Proportionate Share. Has the meaning ascribed to it within the DO, specifically Section (3)J.3.

(s) Service Rates or Rates. COUNTY's applicable schedules of Rates and charges for water, wastewater, and reclaimed water services including, by way of illustration and not limitation, Capacity Fees, meter set fees, and any and all other fees or charges that may be in effect from time to time pursuant to the ordinances, resolutions, or policies adopted by COUNTY. The schedules of Service Rates are of general and uniform application within the COUNTY-wide water, wastewater, and reclaimed water utility systems.

(t) Water Main System Capacity Improvements and Wastewater System Capacity Improvements. Has the meanings ascribed to them within the DO for Development Phase I, specifically Section (3)J. collectively referred to as “System Capacity Improvements”.

(u) Utility Facilities, Facilities, or Installations. All tangible personal property, including by way of illustration and not limitation, all equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and any and all appurtenances to these items, together with all real property, easements, and rights-of-way that are necessary to provide water, wastewater, and reclaimed water services to the Property, whether located on-site or off-site.

### **Section 3. Capacity Allocation.**

(a) The parties agree the capacity needed to provide utility services to the Property is as follows:

- (i) 82,833 GPDs for potable water supply, which is estimated to be 331 ERCs.
- (ii) 71,236 GPDs for wastewater, which is estimated to be 331 ERCs.

(iii)   N/A   GPDs for reclaimed water supply, which is estimated to be   N/A   Billing Units, supplying approximately   N/A   acres of the Property.

(b) Capacity allocation is subject to Developer's ownership of property described in Exhibit A and FDEP approval of applicable permits for the Property pursuant to Section 403.061(14), Florida Statutes, and Florida Administrative Code Rule 62-4.070, as these provisions may be amended from time to time. If FDEP refuses to issue applicable permits solely because capacity is not available, DEVELOPER may request COUNTY to rescind the allocation of capacity.

**Section 4. Agreement to Serve.** Upon the completion of construction of any Facilities, Water Main and Wastewater System Capacity Improvements by DEVELOPER, satisfactory inspections, the issuance of the final letter of acceptance by COUNTY, and subject to the terms of this Agreement, COUNTY shall permit connection of said Facilities installed by DEVELOPER to the central facilities of COUNTY and shall provide utility service in accordance with the terms and intent of this Agreement. Such connections must at all times comply with rules, regulations, and orders of the applicable governmental authorities. Once DEVELOPER or others have connected any Consumer Installations, Water Main and Wastewater System Capacity Improvements, or Facilities to COUNTY's central system, COUNTY shall continuously provide utility services to the Property subject to continued compliance by DEVELOPER or Consumer with all applicable COUNTY requirements for such services.

**Section 5. Capacity Fees and Proportionate Share Obligations.** DEVELOPER is required to pay either Capacity Fees for water and wastewater capacity or the required Proportionate Share contribution for Water Main and Wastewater System Capacity Improvements as calculated per the DO, whichever is greater.

(a) Capacity Fees. In addition to the CIAC, where applicable, DEVELOPER shall pay to COUNTY all applicable Capacity Fees in accordance with the Rate schedule in effect at the time of payment. Payment of the Capacity Fees will not excuse DEVELOPER from payment of any other charges uniformly made including, but not limited to, meter fees and meter set fees. COUNTY is not obligated to refund any portion of Capacity Fees paid, nor is COUNTY obligated to pay interest on Capacity Fees paid.

(i) If FDEP does not issue the applicable permits solely because capacity is not available, COUNTY shall provide refunds of the Capacity Fees within thirty (30) days of written notification by DEVELOPER of FDEP's denial. Such requests to COUNTY for refunds must be accompanied by a written request from DEVELOPER that COUNTY rescind the capacity allocation.

(ii) DEVELOPER is obligated to pay Capacity Fees, or any initial portion of them, in accordance with the applicable COUNTY resolution in effect at the time DEVELOPER is required to make payment. No user or Consumer of water services is entitled to offset any bill rendered by COUNTY for such services against Capacity Fees paid. DEVELOPER is not entitled to offset Capacity Fees paid or payable against any claims of COUNTY.

(b) Water System Capacity Proportionate Share. Based on the projected costs of Water Main System Capacity Improvements needed to serve to the required 1,600 ERCs for the Project and other projected surrounding area growth, the Water Capacity Fees required by Seminole County Administrative Code 20.45 are projected to be insufficient to cover DEVELOPER's required 41% Proportionate Share contribution as per the DO. The current projected costs of needed area Water Capacity Improvements is \$7.425 million. The calculation of DEVELOPER's Proportionate Share contribution for Development Phase I of the Project is:

$$(331 \text{ ERCs} / 1,600 \text{ ERCs}) * (0.41) * (\$7,425,000) = \$629,779.22$$

The Water Capacity Fee total for Development Phase I, as of the date of this Agreement, is \$601,171.42. Thus, to reserve Water Capacity, DEVELOPER is required to pay the Proportionate Share contribution per the DO instead of the Water Capacity Fee. The Proportionate Share contribution paid by DEVELOPER will be credited against the Water System Capacity Improvements Proportionate Share required by the DO Section (3)J for Development Phase I.

(c) Wastewater System Capacity Proportionate Share. Based on the projected costs of Wastewater System Capacity Improvements needed to serve to the 1,600 ERCs and other projected surrounding area growth, the Wastewater Capacity Fees required in Seminole County Administrative Code 20.45 are projected to be insufficient to cover DEVELOPER's required 42% Proportionate Share contribution as per the DO. The current projected costs of needed area Wastewater Capacity Improvements is \$12.5 million. This includes \$5 million for the Master Pump Station (estimated Total Project Cost, as defined below) required for Development Phase I, and \$7.5 million in pipeline improvements required in subsequent Phases of the Project. The calculation of DEVELOPER's Proportionate Share contribution for Development Phase I of the Project is as follows:

**(i) Phase I Proportionate Share of Master Pump Station Total Project Cost:**

$$(331 \text{ ERCs} / 1,600 \text{ ERCs}) * (0.42) * (\$5,000,000) = \$434,437.50$$

**(ii) Phase I Proportionate Share of Subsequent Sewer Pipeline Improvements:**

$$(331 \text{ ERCs} / 1,600 \text{ ERCs}) * (0.42) * (\$7,500,000) = \$651,656.25$$

**(iii) Total Phase I Wastewater Proportionate Share Contribution: \$1,086,093.75**

The Wastewater Capacity Fee total for Development Phase I, as of the date of this Agreement, is \$741,620.75 for 331 ERCS. Thus, to reserve Wastewater Capacity, DEVELOPER is required to pay the Proportionate Share contribution per the DO instead of the Wastewater Capacity Fee. The Proportionate Share contribution paid by DEVELOPER will be credited against the Wastewater



System Capacity Improvements Proportionate Share contribution required by the DO Section (3)J for Development Phase I. At Final Completion of the Master Pump Station, the total Phase I Wastewater Proportionate Share contribution will be updated based on Master Pump Station Total Project Cost (and include \$7.5 million for future pipeline work, adjusted for inflation) to determine the appropriate reimbursement to DEVELOPER.

**Section 6. Payment of Capacity Fees or Proportionate Share Contribution.** Fees are due and payable in accordance with the applicable COUNTY resolution in effect at the time of payment. A monthly operating charge will be assessed for each remaining unit or ERC that has not been transferred to a Consumer after two (2) years from the date COUNTY accepts DEVELOPER's infrastructure or at the time of final inspection pertaining to a private system. Failure to pay monthly operating charges may result in the termination and recapture of capacity allocation. The COUNTY'S obligation to reimburse Total Project Cost for Master Pump Station Construction is contingent on DEVELOPER first paying the applicable Water and Wastewater System Capacity Improvements Proportionate Share contribution as described in this Agreement.

**Section 7. On-Site Installations.** To induce COUNTY to provide utility services to the Property, DEVELOPER shall construct and transfer ownership and control to COUNTY, as a CIAC, the On-Site Installations. The term "On-Site Installations" means and includes all related Facilities from the point of entry of COUNTY Facilities at DEVELOPER's Property line to the agreed Point of Delivery that will be located on the Property following conveyance to COUNTY pursuant to Section 11 hereof, excluding Consumer Installations serving each lot or unit within the Property that are adequate in size and design to serve those lots or units. DEVELOPER shall install at its sole expense all of the above described Facilities within the Property in accordance with the plans, specifications, and all other pertinent documents approved by COUNTY and in accordance with Section 9, below.

**Section 8. Off-Site Installations; Wastewater System Capacity Improvements.**

(a) Off-Site Installations of Utility Facilities. To induce COUNTY to provide utility service to the Property, DEVELOPER shall construct and transfer ownership and control to COUNTY, as a CIAC, all necessary Off-Site Installations. The term "Off-Site Installations" means and includes all related Facilities adequate in size and design to serve the Property or as otherwise required by COUNTY necessary to connect from DEVELOPER's Property to COUNTY's existing Facilities. Such Off-Site Installations must comply with the master plans of COUNTY as they relate to the water, wastewater, or reclaimed water utility systems. DEVELOPER shall install all 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, will 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" below. The System Capacity Improvements, as described in the DO Section (3)J, are not Off-Site Installations, however, are considered in determining DEVELOPER's Water and Wastewater Proportionate Share.

(b) Wastewater System Capacity Improvements Development Phase I (Master Pump Station Specific Conditions). The DO provides that upon completion of all phases of the Project, the number of ERCs needed is projected to be 1,600 ERCs. Upon completion of the Wastewater System Capacity Improvements for Development Phase I, as outlined herein, this Agreement authorizes capacity for 331 of the 1,600 ERCs. As set forth in the DO, the Wastewater System Capacity Improvements required for Development Phase I include construction of a replacement Hampton Park Master Pump Station ("Master Pump Station") as designed by COUNTY. Development Phase I is to include 331 total ERCs across nine separate buildings, each requiring a separate Certificate of

Occupancy (“CO”). COUNTY will not approve any COs until the Master Pump Station, has been constructed, and construction is certified as Substantially Complete by COUNTY and the Project Engineer, as defined below. Alternately, COUNTY, at its sole discretion, may approve individual COs if DEVELOPER can provide evidence to show minimal impact to the existing Hampton Pump Station, and all other applicable requirements for CO issuance have been satisfied.

(i) Master Pump Station Design and Engineering. COUNTY is responsible for procuring engineering services to design the Master Pump Station (“Project Engineer”). COUNTY will provide DEVELOPER electronic copies of the work order(s) and schedule for the Project Engineer, as well as draft plans and specifications within two business days following receipt by COUNTY. COUNTY and the Project Engineer will provide surveying, design, opinion of probable construction cost (“OPCC”), FDEP water/wastewater permit applications during the design phase and services during construction such as inspection, coordination of progress meetings, review of shop drawings, review of change orders, responses to requests for additional information, and applications for FDEP clearances for the Master Pump Station. The cost for design and engineering services for the Master Pump Station will be included in the Total Project Cost, as defined below.

(ii) Master Pump Station Construction. DEVELOPER will use COUNTY-provided plans and specifications to contract directly with a contractor to construct the Master Pump Station and associated modifications. The specifications will include, but not be limited to, minimum qualifications for a contractor, requirements for a pre-construction meeting; shop drawings and other submittals; progress meetings; references to County Utilities Engineering Standards; COUNTY inspections; Record Drawings; testing and startup.

(A) Bid Process and Requirements. DEVELOPER agrees to solicit bids for the work, in compliance with the terms of this Utilities Agreement, for construction of the Master

Pump Station individually as detailed in County-provided plans and specifications, without any other work or construction services included for On-Site or Off-Site Facilities in the bid package. DEVELOPER shall provide COUNTY with the proposed bid package prior to advertising the solicitation, and COUNTY shall have the right to review and comment on the bid package. DEVELOPER must take COUNTY's input into account when making revisions, if any, to the bid package based on the COUNTY's comments. DEVELOPER must obtain no less than two (2) competitive bids from qualified contractors, as defined in COUNTY-provided specifications, for construction of the Master Pump Station. If DEVELOPER or prospective contractors have any conflicts of interest, DEVELOPER must promptly notify COUNTY in writing. DEVELOPER must provide all bid responses it has received to COUNTY in its entirety. COUNTY will review the bids promptly and, within five (5) business days of receipt of the bids, will inform DEVELOPER of its approval or rejection thereof. If approved, COUNTY will authorize DEVELOPER to award the construction contract to an approved bid. If COUNTY fails to so inform DEVELOPER within said five business (5) day period, all submitted bids shall be deemed approved by the COUNTY. DEVELOPER and COUNTY will discuss review of the bids and resolution of discrepancies and concerns, prior to award of the construction contract, and COUNTY's approval of bids shall not be unreasonably withheld or conditioned.

(B) Construction Contract. Before execution of the construction contract ("Construction Contract") between DEVELOPER and the selected contractor ("CONTRACTOR"), DEVELOPER will forward the draft Construction Contract to COUNTY and COUNTY will have ten (10) calendar days to provide proposed revisions to the terms of the draft Construction Contract for consideration by DEVELOPER. The Construction Contract must only include the work for

construction of the Master Pump Station as designed by County and, at minimum, include the following terms:

1) A provision for the contract time, to include the number of calendar days within which CONTRACTOR shall make diligent efforts to achieve Substantial Completion and to achieve Final Completion within timeframes detailed in the Construction Contract.

2) In the event there are material breaches of the Construction Contract, remedies available to DEVELOPER shall include the ability for DEVELOPER to terminate the Construction Contract for cause and convenience, and a dispute resolution process. Such dispute resolution process will be between the CONTRACTOR and DEVELOPER; however, DEVELOPER must notify COUNTY promptly of any disputes. As part of this Agreement, COUNTY reserves the right to provide input on any disputes between CONTRACTOR and DEVELOPER, which must be taken into account when resolving and settling disputes.

3) The requirement for CONTRACTOR to provide payment and performance bonds with a surety licensed to do business in the State of Florida in the amount of 100% of the construction portion of the Total Project Cost.

4) Contractor shall warrant and guarantee that all work conducted by CONTRACTOR under the Construction Contract will be in accordance with the Construction Contract and will not be defective. All defective work or materials, whether or not in place, may be rejected, corrected or accepted by COUNTY. The obligations of CONTRACTOR under this Section will be in addition to and not in limitation of any obligation imposed upon CONTRACTOR by special guarantees required by the Construction Contract or otherwise prescribed by applicable laws or regulations.

5) The warranty period under the Construction Contract will commence on the date of Final Completion, and extend until two (2) years after that date (or whatever longer period may be prescribed by laws or regulations or by the terms of any applicable special guarantee or specific provision of the Construction Contract). If within the designated warranty period, the work conducted under the Construction Contract, or any part of the work conducted under the Construction Contract, is discovered to be defective, Contractor, without an adjustment in contract price and in accordance with DEVELOPER's written instructions, shall promptly either correct the defective work, or if it has been rejected by COUNTY or DEVELOPER, remove it from the site and replace it with non-defective work. If circumstances warrant it, including, but not limited to, in an emergency, DEVELOPER may have the defective work corrected or the rejected work removed and replaced. In that event, CONTRACTOR will not be allowed to recover any associated costs, and CONTRACTOR shall reimburse DEVELOPER for all direct, indirect and consequential costs of DEVELOPER. DEVELOPER will reserve and retain all of its rights and remedies at law and equity against CONTRACTOR and its Surety for damages and for corrections of any and all latent defects. Any defective work that is either corrected or rejected and replaced will be warranted and guaranteed for a period of an additional two (2) years from the date of such correction or removal and replacement, even if it had previously been corrected or replaced. If within such extended warranty periods, that work is once again found to be defective, DEVELOPER will be entitled to all of DEVELOPER's rights and remedies under the warranty.

6) Requirements for insurance as provided in Exhibit C attached to this Agreement.

7) COUNTY and its consultants, commissioners, directors, officers, agents, and employees, without limitations of liability, must be specifically named as a third-party

beneficiary of indemnification provisions in favor of DEVELOPER, and bonds or warranties, and as an additional insured under any insurance afforded to DEVELOPER by CONTRACTOR.

8) Affidavit of Payment, affirming that all subcontractors and vendors have been paid in full, must be provided to DEVELOPER (and subsequently to COUNTY) prior to final payment to CONTRACTOR.

9) A material and workmanship bond must be furnished by CONTRACTOR as a guarantee, whereas the issuing Principal is obligated to the DEVELOPER and COUNTY against any defects resulting from faulty materials or workmanship of said project for a period of two (2) years from the date of Final Completion. This bond shall be in an amount equal to 10% of the final negotiated price in the Construction Contract as may be adjusted in the final application for payment or through change orders.

(C) Sales Tax Exemption. After award of the Construction Contract, DEVELOPER and COUNTY shall identify all items under the Construction Contract that may qualify for the sales tax exemption (“Sales Tax Exemption”) provisions set forth in Section 212, Florida Statutes, and Rule 12A-1.094, Florida Administrative Code. DEVELOPER and COUNTY shall take reasonable steps to make use of the Sales Tax Exemption for all items mutually agreed. The Sales Tax Exemption shall not result in a credit against any proportionate share payment by DEVELOPER, but shall result in a reduction of the Construction Contract price to the extent of any sales tax savings achieved. Payments made by COUNTY to purchase equipment or materials under this program will be included in the calculation of Total Project Cost.

(D) Construction Schedule, Conferences, and Documents. A pre-construction conference must be held by DEVELOPER, CONTRACTOR and COUNTY to discuss the construction schedule and Project milestones. CONTRACTOR must provide a proposed

construction schedule, list of sub-contractors, milestones, proposed payment schedule, and emergency contact information. DEVELOPER will maintain a ledger of shop drawings and material submittals from CONTRACTOR, which will be reviewed by DEVELOPER and then submitted to COUNTY for review. Materials for the Master Pump Station should only be ordered after both the DEVELOPER and COUNTY have approved shop drawings and materials, provided that (i) COUNTY's approval thereof shall not be unreasonably withheld, conditioned, or delayed, and (ii) if COUNTY fails to notify DEVELOPER and CONTRACTOR of its approval or disapproval of shop drawings or materials with the reasons for any disapproval within five (5) business days after submission by DEVELOPER to COUNTY, the requested field shop drawings or materials shall be deemed approved by COUNTY. Construction progress meetings will be held at intervals agreeable to both the COUNTY and DEVELOPER. CONTRACTOR must be responsible for submitting as-built drawings to DEVELOPER and COUNTY for the corresponding approximate stage of construction completion.



(E) Inspections and Monitoring. COUNTY and the Project Engineer, under agreement with the County, will provide inspections and monitoring of the Master Pump Station construction. DEVELOPER will be responsible for Project Record Drawings received from Contractor. The Project Engineer will certify permit clearance applications requiring engineer's certification.

(F) Change Orders. Field changes and change orders that increase the Construction Contract price by more than 10% must be agreed upon by both COUNTY and DEVELOPER, prior to CONTRACTOR performing the work, except in emergency situations. Emergency situations are generally described as those affecting the safety or protection of persons or the Project, or property at the Project site or adjacent to it. COUNTY shall review any field



changes and/or change orders within five (5) business days and notify DEVELOPER and CONTRACTOR of COUNTY's approval or disapproval of the same. If COUNTY fails to so notify DEVELOPER and CONTRACTOR within said five (5) business day period, the requested field changes/change orders shall be deemed approved by COUNTY. Except as provided herein, DEVELOPER may proceed with all other field changes and/or change orders unilaterally, provided however that DEVELOPER shall provide two (2) business days' prior written notice of such field changes and/or change orders to COUNTY. DEVELOPER may submit applications for payment related to approved change orders to the COUNTY, and will pay CONTRACTOR's applications for payment in connection therewith, all in the same manner as any other application for payment under the Construction Contract.

(G) Testing. Field testing and start-ups of all Master Pump Station components must be in accordance with COUNTY utility standards and practices, as detailed in the project specifications, and will be the responsibility of the CONTRACTOR to perform. Field testing will be observed by COUNTY inspectors. Tests reports will be submitted to COUNTY for review and approval.

(H) Substantial Completion. A substantial completion walkthrough inspection and meeting must be scheduled by DEVELOPER and must include COUNTY. The Master Pump Station will be considered substantially complete by COUNTY after Work is complete in accordance with the Contract Documents, with the exception of the minor items identified during the inspection described above, and the Work can be utilized for the purposes for which it is intended, as may be evidenced by successful completion of all specified pre-operational start-up and demonstration tests ("Substantially Complete" or "Substantial Completion"). Draft final as-builts must be submitted to COUNTY for review. Once deemed Substantially Complete, COUNTY will

provide a Certificate of Substantial Completion to document the date of substantial completion and minor items remaining for Final Completion.

(I) Final Completion and Payment to Contractor. A final completion walkthrough inspection and meeting with CONTRACTOR must be scheduled by DEVELOPER and must include COUNTY. “Final Completion” will be considered to have occurred when the construction is finally completed (the Master Pump Station site and any other decommissioned pump station sites have been fully restored, as-builts have been finalized, record drawings have been prepared, all permits and other Project documents have been closed out, all test reports have been submitted), in accordance with the contract documents, as modified by any change orders agreed to by the parties, so that the COUNTY can utilize the project for its intended use and when all deficiencies listed in the Certificate of Substantial Completion have been corrected (“Final Completion”).

Contractor’s Affidavit of Payment must be submitted to DEVELOPER, and thereafter provided to COUNTY for review and approval, prior to final payment by DEVELOPER to Contractor.

(iii) Master Pump Station Total Project Cost. The Total Project Cost for the Master Pump Station is defined as all the expenses paid by COUNTY and DEVELOPER to design, engineer, construct and certify the Master Pump Station. These expenses include, but are not limited to, the preliminary design report, services of Project Engineer as previously described, surveying, permitting, construction, inspection, and any other services or tasks necessary to complete and put into operation the Master Pump Station. Total Project Cost does not include any of DEVELOPER’s On-Site or Off-Site Installations, or any improvements required by COUNTY or DO, other than the Master Pump Station. Other System Capacity Improvements identified in the DO will be addressed in subsequent phases and are not applicable to Phase I.

(iv) Payment. COUNTY will pay the construction costs, detailed in the Construction Contract and any change orders approved by COUNTY, for Master Pump Station construction by DEVELOPER in accordance with this section. DEVELOPER shall submit applications for payment no more than once every month to COUNTY. Pay applications must include copies of CONTRACTOR pay applications to DEVELOPER, supporting documentation substantiating the payment request, contractor's Affidavit of Payment (for final payment) and any other information COUNTY deems reasonably required to support the requested payment. For progress payments, COUNTY'S payment to DEVELOPER for DEVELOPER's pay application shall not be preconditioned on DEVELOPER first paying CONTRACTOR for CONTRACTOR's corresponding pay application that was submitted to DEVELOPER. Once the funding request and all required documents are received, reviewed and approved by COUNTY, COUNTY shall timely make payment to DEVELOPER. DEVELOPER shall timely pay Contractor within five (5) business days of receipt of payment from COUNTY. COUNTY will withhold 10% retainage to ensure COUNTY retains adequate funds for the difference between Opinion of Probable Construction Cost and actual construction costs. Developer shall pay contractor Retainage will be released upon acceptance of final completion of the Master Pump Station and receipt and verification of final application for payment. Application for final payment will be preconditioned on Developer's first paying the Contractor and obtaining an affidavit from Contractor verifying payment in full, in addition to County's acceptance of Final Completion and related documentation.

**Section 9. Procedures for Construction of DEVELOPER On-Site and Off-Site Installations.** DEVELOPER shall ensure that construction of all On-Site and Off-Site Installations, as defined in Section 7 and 8(a) above, respectively, comply 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. No construction may commence until COUNTY and appropriate regulatory agencies have approved Plans in writing and COUNTY has received copies of the construction permits. If construction commences prior to all such approvals, COUNTY will have no responsibility to accept any of the DEVELOPER Installations and COUNTY may elect to terminate this Agreement or withhold utility services until such time as DEVELOPER has obtained all required approvals. If DEVELOPER wishes to record the plat of a subdivision prior to construction of any DEVELOPER Installation, DEVELOPER shall post a performance bond that is one hundred ten percent (110%) of the cost of construction of the DEVELOPER 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 pre-construction conference with the engineer of record, utility contractor, the appropriate building officials, and 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 submit as-built surveys seven (7) days prior to final inspection. DEVELOPER shall provide to COUNTY forty-eight (48) hours notice, which may be either written or oral, prior to any inspections or tests (other than final inspection) being performed as described in this Agreement. Notices will be deemed given upon actual receipt of them by COUNTY.

(e) Inspections and Tests. During construction of any DEVELOPER Installation, COUNTY has the right to inspect such DEVELOPER Installation including, but not limited to the materials, equipment, piping, and Capacities to determine compliance with the approved Plans. The engineer of record shall also inspect construction to ensure 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 must 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 DEVELOPER Installation was designed. It is DEVELOPER's responsibility to ensure that all construction and the DEVELOPER Installation fully meet approved Plans, permits, and applicable requirements of law and, upon completion, that the DEVELOPER 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: (1) the construction of the DEVELOPER Installation is complete; (2) the DEVELOPER Installation has been constructed in accordance with all permits, approved Plans, and applicable requirements of law; and (3) as constructed, the DEVELOPER Installation 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 must be provided to COUNTY.

(g) As-built and Record Drawings. At least seven (7) days prior to final inspection, DEVELOPER or contractor shall provide COUNTY with one (1) set of as-built surveys showing the location of all DEVELOPER Installations as constructed. Prior to COUNTY's acceptance of the

utility infrastructure, DEVELOPER or DEVELOPER's engineer shall provide record drawings as required by the Seminole County Utility Engineering Manual.

**Section 10. Meters.** COUNTY shall install meters necessary to serve the Property at the Point of Delivery for residential development. DEVELOPER shall install these meters for all other development. DEVELOPER's engineer shall calculate the number and size of such meter or meters according to the Seminole County Utilities Engineering Manual and submit these calculations for approval during the plans review process. The meters are to be installed by COUNTY after a building permit is issued for residential development and by DEVELOPER for all other types of development. DEVELOPER shall pay for the cost of these meters and associated labor charges prior to DEVELOPER Installation at the Rates charged by COUNTY in effect at that time. All meters and enclosures will remain the property of COUNTY. COUNTY is also responsible for the DEVELOPER Installation of a back-flow prevention device to be installed on the Consumer's side of the water meter for all residential development. DEVELOPER is responsible for the back-flow prevention device for all other types of development.

**Section 11. Title to DEVELOPER Installations and System Capacity Improvements.** 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 (i) the DEVELOPER Installations, including associated easements and rights-of-way reasonably required by COUNTY, and (ii) and the Wastewater System Capacity Improvements for Development Phase I, and the associated easements and rights-of-way reasonably required by COUNTY, in accordance with the following conditions:

- (a) Compliance. DEVELOPER is in compliance with this Agreement.
- (b) Time and Place of Conveyance. Unless otherwise agreed upon in writing, conveyance must be made when COUNTY is prepared to issue its letter of acceptance to DEVELOPER and

commence delivery of service to the Property. Upon completion of the DEVELOPER Installations and Wastewater System Capacity Improvements for Development Phase I, DEVELOPER shall deliver the necessary instruments of conveyance, properly executed, in substantially the same form attached to this Agreement as Exhibit D (Warranty Deed), Exhibit E (Bill of Sale) and Exhibit F (Easement), together with funds sufficient to pay all costs of conveyance and recording. Delivery must be made to COUNTY's Utilities Department Director or designee at the address shown in this Agreement for delivery of notices.

(c) Recording and Acceptance. The instruments of conveyance will be recorded in the Public Records of Seminole County, Florida. Following recording, COUNTY shall issue its letter of acceptance to DEVELOPER and COUNTY's obligations to provide utility services in accordance with this Agreement will commence.

(d) 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.

(e) Conveyance. DEVELOPER shall convey all of its interest in the DEVELOPER Installations and Wastewater System Capacity Improvements for Development Phase I to be conveyed to COUNTY by Warranty Deed, Bill of Sale, Easement, Endorsement, Assignment, Affidavit of No Liens, and other good and sufficient instruments of transfer and conveyance, including necessary permits, as necessary to vest in COUNTY good and marketable title to the DEVELOPER Installations and Wastewater System Capacity Improvements for Development Phase I, free and clear of all liens and encumbrances. DEVELOPER shall unconditionally assign and transfer all of manufacturers' and contractors' warranties, maintenance books, and construction

contracts related to the DEVELOPER Installations and Wastewater System Capacity Improvements for Development Phase I to COUNTY. DEVELOPER shall remain secondarily liable on such warranties and shall indemnify and save COUNTY harmless from any losses, damages, costs, claims, suits, debts, or demands by reason of latent defects in the DEVELOPER Installations and Wastewater System Capacity Improvements for Development Phase I which defects could not have been reasonably discovered upon normal engineering inspection, for a period of two (2) years from the date of acceptance by COUNTY of the DEVELOPER Installations and Wastewater System Capacity Improvements for Development Phase I.

(f) Maintenance Bonds. DEVELOPER shall provide the appropriate maintenance bonds required by the Section 40.56, Seminole County Land Development Code, and the water and wastewater guidelines in effect at the time of conveyance.

(g) Manuals. DEVELOPER shall provide COUNTY with all operation, maintenance, and parts manuals necessary for the operation and maintenance of the DEVELOPER Installations and Wastewater System Capacity Improvements for Development Phase I prior to acceptance of the infrastructure.

## **Section 12. Easements.**

(a) DEVELOPER hereby grants to COUNTY, subject to the terms of this Agreement, the exclusive right to construct, own, maintain, and operate Utility Facilities to serve the Property in 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 such record plats, including the right of ingress and egress to access any Utility Facilities. COUNTY shall have the exclusive right to construct, own, maintain, and operate these Facilities constructed by or granted to COUNTY in, under, upon, and across such areas. Notwithstanding the foregoing, this grant shall be subject to and



in accordance with the terms and provisions contained in or shown on such agreements, dedications, grants, or record plats.

(b) DEVELOPER hereby further represents and warrants that the foregoing grants shall include the necessary right of ingress and egress to any part of DEVELOPER's Property upon which COUNTY is constructing or operating Utility Facilities. The foregoing grants will continue for as long as COUNTY requires such rights for the construction, ownership, maintenance, operation, or expansion of the Facilities.

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

(d) 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.

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

(f) COUNTY shall utilize all easement grants in accordance with generally accepted practices of publicly owned water and sewer utilities with respect to the DEVELOPER Installation of all its Facilities in any of the easement areas.

(g) Where utilities are to be installed in, under, and across privately owned streets, rights-of-way, tracts, and easements, DEVELOPER shall ensure that the quality of restoration of landscaping and pavement associated with COUNTY's maintenance activities on those utilities will

equal that which would be performed in streets, rights-of-way, tracts and easements dedicated to the public.

**Section 13. Mortgage Liens.** COUNTY's obligations under this Agreement are conditioned upon all mortgagees, if any, holding prior liens on the Property to do one of the following:

- (a) release such liens;
- (b) subordinate their lien positions to this Agreement and any instruments associated with this Agreement;
- (c) join in any conveyance, grant or dedication of the easements or rights-of-way associated with this Agreement; or
- (d) grant 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, except for Consumer Installations, must 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.** Facilities accepted by COUNTY in Capacity with providing utility services to the Property will 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 on the Property will not have any right, title, claim, or interest to such Facilities for any purpose, including the furnishing of water, wastewater, or reclaimed 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 Services.** DEVELOPER shall not engage in the business of providing utility services to the Property. DEVELOPER hereby grants COUNTY the sole and exclusive right to provide utility services to the Property and to the occupants on the Property.

**Section 16. Service Rates.**

(a) The Rates to be charged by COUNTY to DEVELOPER or to a Consumer for services on the Property will be those Rates charged by COUNTY to its other customers pursuant to Service Rates from time to time in effect as defined in this Agreement. COUNTY reserves the right to withhold or disconnect utility services at any time the Service Rates are not paid on a current basis within forty (40) days after the these services are billed, provided that notification of such delinquency has been made by COUNTY to DEVELOPER or Consumer being served. DEVELOPER shall save and hold COUNTY harmless for any loss or damages resulting from the exercise of this right.

(b) The utility services to the Property are subject to such other regulations from time to time imposed on COUNTY with respect to the operations of its water, wastewater, and reclaimed water systems, and except as limited by such regulations, the amounts of utility deposits, and billing practices and times, liability for damage to COUNTY's Property and Rate changes will be exclusively within the discretion and control of COUNTY.

**Section 17. Application for Service to Consumer Installations.**

(a) 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 DEVELOPER or Consumer and approval for such Capacity has been granted.

(b) DEVELOPER or the Consumer will be responsible for connecting the Consumer Installation to the meter and lines of COUNTY's utility system at the Point of Delivery in accordance with the following requirements:

(1) Application for the installation of meters and back-flow preventors must be made twenty-four (24) hours in advance, not including Saturdays, Sundays, and legal holidays.

(2) All Consumer Installations may, at COUNTY's sole option, be inspected by COUNTY before backfilling and covering of any pipes.

(3) Written notice to COUNTY requesting an inspection of a Consumer Installation may be given by DEVELOPER, the Consumer, or his contractor, and the inspection must be made within twenty-four (24) hours, not including Saturdays, Sundays, and legal holidays, provided the meters and back-flow preventor, if applicable, have been previously installed.

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



(5) The cost of construction, operation, maintenance, repair, or replacement of Consumer Installations will be the responsibility of DEVELOPER or Consumer and not COUNTY.

**Section 18. Water Conservation.** DEVELOPER shall employ water conservation measures in development of the Property as indicated in Sections 270.251 – 270.260, Seminole County Code. Subject to COUNTY review and approval to encourage water conservation, such measures must include but are not limited to:

(a) Installation of low flush toilets that utilize 1.6 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 that result in water conservation and do not allow a flow exceeding 2.5 gallons per minute at 80 psi.

(c) No swimming pool filter backwash water or any other swimming pool wastewater may 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 after COUNTY accepts these Facilities. COUNTY, by inspecting or not inspecting to any extent whatsoever, does not assume responsibility for construction or DEVELOPER Installation of DEVELOPER's Utility Facilities. Any such inspection or non-inspections will 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 DEVELOPER Installation of DEVELOPER's Utility Facilities.



**Section 20. Relocation of Utility Facilities.** DEVELOPER shall perform any relocation of Utility Facilities required for DEVELOPER's convenience or necessity 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 under this Agreement must be in writing and will be deemed properly made when hand delivered to the official designated below, or upon actual receipt when deposited in the United States mail, postage prepaid, addressed as set forth below, or at such other address as may have been specified by written notice to the other party delivered in accordance with this Section:

**For COUNTY:** Director  
Utilities Department  
500 West Lake Mary Boulevard  
Sanford, Florida 32773

Copy to: Seminole County Attorney's Office  
1101 East 1st Street  
Sanford, Florida 32771

**For DEVELOPER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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 will be entitled to recover from the other party all costs incurred, together with reasonable attorneys' fees at all levels, including appeals.

**Section 23. Assignment.** This Agreement may not be assigned by DEVELOPER without the prior written consent of COUNTY, which will not be unreasonably withheld, provided DEVELOPER's successor or assign expressly assumes DEVELOPER's obligations under this Agreement by execution of an Assignment of Conditional Utility Agreement within forty-five (45) days of closing of a conveyance of the Property. Capacity allocated under this Agreement may not be sold or assigned to any other property whether or not owned by DEVELOPER.

**Section 24. Strict Compliance.** Failure to insist upon strict compliance of any of the terms, covenants, or conditions in this Agreement will not be deemed a waiver of such provisions, nor will any waiver of any right under this Agreement at any one time be deemed a waiver of such right at any other time.

**Section 25. Time of the Essence.** Time is hereby made of the essence of this Agreement in all respects.

**Section 26. Entire Agreement and Incorporation by Reference.** This Agreement, including all documents for the implementation of this Agreement, which includes the DO, all

permits, engineering design and construction contracts, plans and specification for the Utility Facilities as and when approved and filed with the County, together constitute the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations, whether oral or written. This Agreement may not be amended in any way whatsoever, except by a writing executed by both parties in a manner equal in dignity to the execution of this Agreement.

**Section 27. Binding Effect.** This Agreement, upon payment of the Capacity Fees, inures to the benefit of and is binding upon the heirs, successors, personal representatives, and assigns of the parties and constitutes a covenant running with the Property.

**Section 28. Liability.** DEVELOPER and its successors and assigns, shall hold harmless and indemnify 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 that are in relation to FDEP's denial of applicable permits to provide water, wastewater, or reclaimed water services to the Property. COUNTY's obligations under this Agreement are contingent upon DEVELOPER obtaining any and all necessary and required permits from FDEP and all other applicable agencies.

**Section 29. Governing Law.** This Agreement is governed by the laws of the State of Florida and the ordinances, resolutions, and policies of COUNTY not prohibited these state laws.

**Section 30. Termination of Agreement.** Pursuant to this Agreement, if DEVELOPER does not pay Capacity Fees or the required Proportionate Share contribution, execute a time extension amendment, or construct development within three (3) years from the execution date of this Agreement, then this Agreement will automatically terminate and COUNTY will recapture related capacity.

**Section 31. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, “Prompt Payment Procedures,” Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, “Contract Claims”, Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, DEVELOPER hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which DEVELOPER had knowledge and failed to present during COUNTY administrative dispute resolution procedures.



(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

**Section 32. Effective Date.** The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

*[Signature page begins on the following page.]*



**IN WITNESS WHEREOF**, the parties have made and executed this Agreement for the purposes stated above.

WITNESSES

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, ☐ who is personally known to me or ☐ who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name \_\_\_\_\_  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_  
20\_\_\_\_, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

Attachments:

- Exhibit A – Legal Description (Development Phase I)
- Exhibit B – Survey (Development Phase I)
- Exhibit C – Insurance Requirements
- Exhibit D – Warranty Deed
- Exhibit E – Bill of Sale
- Exhibit F – Easement(s)



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## EXHIBIT A

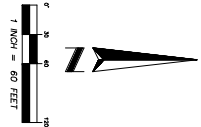
### LEGAL DESCRIPTION:

A PORTION OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE N00°02'45"W, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 468.70 FEET; THENCE DEPARTING SAID WEST LINE, S49°35'19"E, A DISTANCE OF 286.30 FEET; THENCE N41°11'34"E, A DISTANCE OF 288.30 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 633.77 FEET, A CENTRAL ANGLE OF 39°24'35", A CHORD BEARING OF S72°23'04"E AND A CHORD DISTANCE OF 427.38 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 435.93 FEET TO THE END OF SAID CURVE; THENCE S00°10'17"E, A DISTANCE OF 678.33 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 427, AS SHOWN ON SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT RIGHT-OF-WAY MAP FOR COUNTY ROAD 427-V (U.S. 17-92 TO HESTER AVENUE) LAST REVISION DATE OF SEPTEMBER 20TH, 1996 AND AS RECORDED IN OFFICIAL RECORDS BOOK 3049, PAGE 1226 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1231.28 FEET, A CENTRAL ANGLE OF 24°51'15", A CHORD BEARING OF S70°31'07"W AND A CHORD DISTANCE OF 529.94 FEET; THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 427 THE FOLLOWING FIVE (5) COURSES AND DISTANCES: SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 534.12 FEET TO THE POINT OF TANGENCY; THENCE S58°05'29"W, A DISTANCE OF 82.30 FEET; THENCE N31°54'31"W, A DISTANCE OF 5.00 FEET; THENCE S58°05'29"W, A DISTANCE OF 127.90 FEET; THENCE N78°13'02"W, A DISTANCE OF 21.67 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF COUNTY HOME ROAD, AS SHOWN ON SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT RIGHT-OF-WAY MAP FOR COUNTY ROAD 427-V (U.S. 17-92 TO HESTER AVENUE) LAST REVISION DATE OF SEPTEMBER 20TH, 1996 AND AS RECORDED IN OFFICIAL RECORDS BOOK 3049, PAGE 1226 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE ALONG THE NORTHEASTERLY LINE OF COUNTY HOME ROAD THE FOLLOWING TWO (2) COURSES AND DISTANCES: N34°31'30"W, A DISTANCE OF 145.89 FEET; THENCE N38°20'05"W, A DISTANCE OF 46.76 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 30 EAST; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE, RUN N00°11'59"W, ALONG SAID WEST LINE, A DISTANCE OF 429.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 677,174.508 SQUARE FEET OR 15.55 ACRES MORE OR LESS.

EXHIBIT B



REVISIONS		DONLEY CONSULTING GROUP, LLC	LOT 2A, REAGAN CENTER A PORTION OF SECTIONS 14 & 23, TOWNSHIP 20 SOUTH, RANGE 30 EAST SEMINOLE COUNTY, FLORIDA	BOUNDARY SURVEY for: INTEGRA LAND COMPANY	FBPG		FIELD DATE		PROJECT NO. 108.003	2 OF 2
REVISION	BY				SEMINOLE FB2		07/22/2024			
		210 PARKTOWNE BOULEVARD, SUITE 1 EDGEWATER, FLORIDA 32112 PHONE: 407.947.4552 WWW.DONLEYCONSULTING.COM CERTIFICATE OF AUTHORIZATION NO. LB 8591			DRAWING DATE	BY	APPROVED		SCALE 1" = 60'	
					09/28/2024	WDO	WDO			

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	\$ 1,000,000	Each Accident
	\$ 1,000,000	Disease Aggregate
	\$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

\$ 1,000,000	Per Occurrence
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations
\$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

\$ 1,000,000	Combined Single Limit ( <u>Any Auto or Owned, Hired, and Non-Owned Autos</u> )
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D. Commercial Umbrella:

\$ 1,000,000	Each Occurrence
\$ 2,000,000	General Aggregate

E. Pollution Liability:

\$ 2,000,000	Per Occurrence
\$ 2,000,000	General Aggregate

F. Installation Floater:

\$ 250,000	Limit Per Location
\$ 50,000	Maximum Deductible

~~ End Exhibit \_\_ ~~

## EXHIBIT D

### WARRANTY DEED

**THIS WARRANTY DEED** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, whose address is \_\_\_\_\_, in this instrument referred to as “GRANTOR,” and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this instrument referred to as “GRANTEE.”

### W I T N E S S E T H:

See attached Exhibit “A” for legal description and sketch (the “Property”).

Parcel I. D. Number: \_\_\_\_\_

**TOGETHER** with all tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property.

**TO HAVE AND TO HOLD** the Property in fee simple forever.

**GRANTOR** covenants that GRANTOR is lawfully seized and possessed of the Property in fee simple and has the right and lawful authority to sell and convey the Property, that GRANTOR hereby fully warrants the title to the Property and will defend the Property against the lawful claims of all persons whosoever, and that the Property is free of all encumbrances. GRANTOR agrees to further assure GRANTEE if necessary.

The Property may include roads, lines (water, sewer, or other), drainage facilities or systems, or other facilities or systems that will become the responsibility of GRANTEE. GRANTOR represents that any and all facilities or systems located in, upon, or within the Property are free from all latent and patent design, construction, and other defects. GRANTOR hereby represents to GRANTEE that GRANTOR has no knowledge of any latent or patent defects with any facilities or systems on the Property. GRANTOR hereby assigns, transfers, and conveys to GRANTEE any and all rights and remedies against any and all firms or entities that 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 instrument, GRANTOR affirmatively represents that GRANTOR has the full contractual right, consent, and lawful authority to take the actions as described in this instrument. GRANTOR recognizes that GRANTEE is relying upon GRANTOR’s representations as expressed in this instrument. GRANTOR further accepts responsibility over and shall indemnify and hold GRANTEE 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**, GRANTOR sets GRANTOR's hand and seal the day and year first above written.

WITNESSES:

TYPE IN CORP. NAME

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared by means of ☐ physical presence or ☐ online notarization, \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a corporation organized under the laws of the State of Florida, ☐ who is personally known to me or ☐ who has produced \_\_\_\_\_ as identification. This individual acknowledged before me that he or she executed the foregoing instrument as such officer in the name and on behalf of the corporation.

\_\_\_\_\_  
Print Name  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: \_\_\_\_\_

Attachment:  
Exhibit A – Legal description

DGS/ \_\_\_\_\_

Date

T:\Users\dshields\Cases\Environmental Services\Active Cases\CUA instruments\Warranty Deed - Corporate.docx

## EXHIBIT E

### BILL OF SALE

This Bill of Sale is entered into by \_\_\_\_\_, a [corporation/limited liability company] under the laws of the state of \_\_\_\_\_ (“Seller”), in favor of SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida (“Buyer”). This Bill of Sale is made pursuant to the Conditional Utility Agreement between the parties dated \_\_\_\_\_, 20\_\_\_\_ (the “Agreement”) to transfer the Property described below. Any capitalized term used but not defined in this Bill of Sale has the meaning set forth in the Agreement.

1. Conveyance. For and in consideration of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which Seller hereby acknowledges, Seller hereby irrevocably sells, assigns, transfers, conveys, grants, bargains, and delivers to Buyer, all of Seller’s right, title, and interest in and to the following:

ALL OF THE ON-SITE AND/OR OFF-SITE WATER AND SEWER LINES, UP TO THE POINT OF CONNECTION INCLUDING VALVES, FIRE HYDRANTS AND OTHER APPURTENANCES FOR THE PROJECT KNOWN AS \_\_\_\_\_ AS RECORDED IN PLAT BOOK \_\_\_\_\_, PAGES \_\_\_\_\_, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA (the “Property”)

2. Representations and Warranties. Seller represents and warrants that: (1) Seller is lawfully seized of the Property; (2) Seller has the right and authority to sell and convey the property; (3) Seller is conveying good and valid title to all Property, free and clear of all encumbrances, debts, mortgages, attachments, pledges, charges, claims, and liens of any kind; and (4) Seller shall warrant and defend the right to convey the Property against the lawful claims and demands of all persons.

3. The Property may include roads, lines (water, sewer, or other), drainage facilities or systems, or other facilities or systems that will become the responsibility of Buyer. Seller represents that any and all facilities or systems located in, upon, or within the Property are free from all latent and patent design, construction, and other defects. Seller hereby represents to Buyer that Seller has no knowledge of any latent or patent defects with any facilities or systems on the Property. Seller hereby assigns, transfers, and conveys to Buyer any and all rights and remedies against any and all firms or entities that 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 instrument, Seller affirmatively represents that Seller has the full contractual right, consent, and lawful authority to take the actions as described in this instrument. Seller recognizes that Buyer is relying upon Seller’s representations as expressed in this instrument. Seller further accepts responsibility over and shall indemnify and hold Buyer 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.



4. Further Assurances. Seller, for Seller and Seller's successors and assigns, hereby covenants and agrees that, at any time and from time to time on Buyer's written request, Seller will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure, and confirm unto and vest in Buyer and Buyer's successors and assigns title to the Property, conveyed, and transferred by this Bill of Sale.

5. Governing Law. This Bill of Sale is governed by the laws of the State of Florida, United States of America.

6. Incorporation of Agreement. This Bill of Sale incorporates by reference all of the terms of the Agreement, including but not limited to Seller's representations, warranties, covenants, and agreements relating to the Property, as if each term was fully set forth in this Bill of Sale. In the event of conflict between the terms of the Agreement and the terms of this Bill of Sale, the terms of the Agreement govern and control.

IN WITNESS WHEREOF, Seller duly executed and delivered this Bill of Sale as of the date set forth under the Signatory below.

WITNESSES:

TYPE IN CORP. NAME

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared by means of ☐ physical presence or ☐ online notarization, \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a corporation organized under the

laws of the State of Florida, ☐who is personally known to me or ☐who has produced \_\_\_\_\_ as identification. This individual acknowledged before me that he or she executed the foregoing instrument as such officer in the name and on behalf of the corporation.

\_\_\_\_\_  
Print Name \_\_\_\_\_  
Notary Public in and for the County \_\_\_\_\_  
and State Aforementioned \_\_\_\_\_  
My commission expires:\_\_\_\_\_

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## **EXHIBIT F**

### **UTILITY EASEMENT**

**THIS UTILITY EASEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, whose address is \_\_\_\_\_, in this instrument referred to as "GRANTOR," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this instrument referred to as "GRANTEE."

### **W I T N E S S E T H:**

**FOR AND IN CONSIDERATION OF** the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR hereby grants and conveys to GRANTEE and GRANTEE's assigns, an exclusive easement and right-of-way for utility purposes, with full authority to enter upon, excavate, construct and maintain, as GRANTEE and GRANTEE's assigns may deem necessary, water pipes, sewer pipes, mains, and any other utility facilities and appurtenances over, under, upon, and through the following-described lands situate in the County of Seminole, State of Florida:

See attached Exhibit "A" for legal description and sketch (the "Easement Property")

Property Identification No.: \_\_\_\_\_

**TO HAVE AND TO HOLD** the Easement Property unto GRANTEE and GRANTEE's assigns forever.

**GRANTEE** and GRANTEE's assigns have the right to clear, keep clear and remove from the Easement Property all trees, undergrowth, and other obstructions that may interfere with the location, excavation, operation or maintenance of the utilities or any facilities installed on or under the Easement Property by GRANTEE and GRANTEE's assigns. GRANTOR and GRANTOR's successors and assigns, shall not build, construct or create, or permit others to build, construct or create any buildings or other structures on or under the Easement Property that may interfere with the location, excavation, operation or maintenance of the utilities, or any facilities installed on or under the Easement Property.

**GRANTEE**, in performing any work in the Easement Property as described in this Utility Easement, shall use every reasonable precaution to limit the disturbance of the existing ground or improvements within the Easement Property. Following any such work, GRANTEE shall restore the natural ground and improvements within the Easement Property as close as possible to the condition prior to such work.

**GRANTOR** hereby covenants with GRANTEE that GRANTOR is lawfully seized and possessed of the Easement Property, that GRANTOR has a good and lawful right to convey the Easement Property, and that it is free from all encumbrances.

The Easement Property may include roads, lines (water, sewer, or other), drainage facilities or systems, or other facilities or systems that will become the responsibility of GRANTEE. GRANTOR represents that any and all facilities or systems located in, upon, or within the Easement Property are free from all latent and patent design, construction, and other defects. GRANTOR hereby represents to GRANTEE that GRANTOR has no knowledge of any latent or patent defects with any facilities or systems on the Easement Property. GRANTOR hereby assigns, transfers, and conveys to GRANTEE any and all rights and remedies against any and all firms or entities that 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 instrument, GRANTOR affirmatively represents that GRANTOR has the full contractual right, consent, and lawful authority to take the actions as described in this instrument. GRANTOR recognizes that GRANTEE is relying upon GRANTOR's representations as expressed in this instrument. GRANTOR further accepts responsibility over and shall indemnify and hold GRANTEE 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**, GRANTOR has hereunto set GRANTOR's hand and seal, the day and year first above written.

WITNESSES:

TYPE IN CORP. NAME

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared by means of ☐ physical presence or ☐ online notarization, \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a corporation organized under the laws of the State of Florida, ☐who is personally known to me or ☐who has produced \_\_\_\_\_ as identification. This individual acknowledged before me that he or she executed the foregoing instrument as such officer in the name and on behalf of the corporation.

Print Name \_\_\_\_\_  
Notary Public in and for the County \_\_\_\_\_  
and State Aforementioned \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Attachment:

Exhibit A – Legal Description

DGS/\_\_\_\_

Date

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