

**ST. LUCIE COUNTY WATER AND SEWER UTILITY DISTRICT**  
**UNIFORM EXTENSION POLICY**

## **SECTION 1 - EXTENSION OF SERVICE**

This Utility Extension Policy (“UEP”) is part of the St. Lucie County Water and Sewer Utility District (the “District”) Utility Policies and Procedures (“UPAP”), which includes the Utility Service Policy (“USP”), the St. Lucie County Comprehensive Plan (“SLCCP”), the Utility Rate Tariff and other policies and procedures adopted by the Board of County Commissioners of St. Lucie County (“Board”) sitting as the Board of the District Board (District Board) and the Board acting for the County, as all of the same may be amended from time to time. The provisions of the UPAP and terms as defined in the UPAP are incorporated in and made a part of this UEP by reference. In the event of a conflict between the provisions of this UEP and the SLCCP, the provisions of the SLCCP shall control.

### **A. STANDARD DEVELOPMENT AGREEMENTS**

A Property Owner seeking to obtain information about the availability of water, wastewater or reclaimed water utility service from the District for developments may request a Utility Service Availability Status Letter from the Utility Director. This Utility Service Availability Status Letter is intended to provide a non-binding statement of the current status of utility service availability in areas of St. Lucie County served by the District. A Utility Service Availability Status Letter does not reserve utility capacity for a Property Owner, and may not be relied upon by a Property Owner for any purpose, including, but not limited to, growth management concurrence or land use or zoning applications. Property Owner shall complete and submit the District Project Tracking Sheet and pay a non-refundable administrative fee to the District to process a Utility Service Availability Status Letter.

If a Property Owner seeks to obtain a commitment from the District to provide utility service, the Property Owner shall be required to execute and submit to the District for consideration, as applicable:

- Standard Potable Water and/or Wastewater Development Agreement (SDA)
- Standard Reclaimed Water Development Agreement (SRWDA)
- Non-Standard Water, Wastewater or Reclaimed Water Development Agreement (NSDA)

All provisions of the SDAs, SRWDAs, and the Exhibits attached to this UEP are made a part of this UEP and are adopted as the standard forms and agreements for use by the District which may be amended from time to time by the District Director. The SDA and SRWDA are hereby adopted as the Utility extension agreements of the District. The County Administrator, County Attorney, and their designees are delegated authority to execute SDAs without further approval of the District Board. NSDAs must be submitted to the District Board for approval. (For purposes of the UEP set forth below, SDAs, SRWDAs and NSDAs approved by the District are collectively referred to as SDAs

except where the context indicates otherwise.) The County Administrator, County Attorney, and their designees, are further delegated authority to execute all of the standard forms set forth in the Exhibits adopted by the District in this UEP.

1. General

A Property Owner must initiate the SDA application process by submitting to the District a written request to enter into an SDA or NSDA. The Property Owner shall reimburse the District for all costs incurred by the District to prepare and process an SDA or NSDA. The District may require a deposit in advance to cover its anticipated administrative costs. The District may draw on the deposit to reimburse its administrative costs, and in the event the District believes the deposit to be insufficient to cover the then anticipated additional administrative costs, the District may require an additional deposit from Property Owner. Upon execution of an SDA, or written statement from the Property Owner withdrawing its application, the District shall refund any portion of the deposit not required to cover the District's administrative costs to that point in time.

By applying for an SDA, the Property Owner identifies its anticipated utility service capacity needs for the Property in accordance with the UPAP. Such identified capacity needs are further automatically limited by the final St. Lucie County Board of County Commissioners approved development plan for the Property. It is incumbent upon the Property Owner to enter into an applicable SDA for the necessary capacity required for the Property Owner's Property. A Property Owner may not apply for development plan approvals for the Property in excess of the utility service capacity identified in the executed SDA approved by the District.

SDAs are not binding on the District until executed by the District. Property Owners may not rely upon any oral or written communications from the District regarding utility capacity or terms of service except those set forth in an executed SDA. The District will not execute an SDA until all payments required to be paid at execution of an SDA under the provisions of the UPAP have been submitted to the District. Execution of an SDA by the District does not confer nor grant any land use or zoning approvals for the Property, nor does it assure or guarantee a Property Owner that the Property Owner has or will be able to obtain land use or zoning approvals for or be able to construct on the Property the number of equivalent residential connections (ERCs) or equivalent residential irrigation connections (ERICs) for which a Property Owner has elected to reserve utility capacity under an SDA.

Payments due upon submission of an SDA must clear into the District's bank account as a condition to the District's performance of its obligations under an SDA. The District shall use its best efforts to provide for the system capacity needs of a Property Owner, but the District does not guarantee or represent to any Property Owner that capacity will be available at the time when a Property Owner requests service availability or seeks to connect a unit to the utility system. By entering into an SDA, the Property Owner acknowledges and agrees that the District shall not be considered in breach of the SDA and shall not be liable for any damages, whether direct, indirect, incidental, special or

consequential, in the event that capacity is not available when a Property Owner requests service availability for the Property or seeks to connect a unit to the utility system.

An SDA runs with the Property described therein, may only be used for utility service to the Property, and may only be assigned to subsequent owners of said Property upon acknowledgement of the District. No assignments will be considered by the District until an estimated administrative review fee is paid to the District. The Property Owner shall reimburse the District for all costs incurred by the District to prepare and process an Assignment. No assignments will be approved by the District until a final administrative review fee and all past due fees and charges are paid. The assignment of an SDA shall not extend the term of the original SDA.

ERCs/ERICs within an SDA may not be transferred to properties not described in the SDA under any circumstances. ERCs/ERICs within an SDA may be assigned by the Property Owner to subsequent owners of the same property upon acknowledgement of the District. The terms of said assignment shall govern the transfer of ERCs/ERICs in addition to the rights and obligations of the corresponding agreement. Prior to acknowledgement of an assignment of ERCs by the District, the assignor shall provide the District reasonable assurances that the assignor retains the legal right to assign the ERCs/ERICs. If at any time during the development phase of a Property subject to an SDA, the Property Owner (or its approved successor or assign) ceases to maintain an ownership interest in the Property, the SDA shall be nullified by the District and further meter releases withheld until a new SDA is entered into by a new Property owner with the District. In all cases, the District shall be notified in writing of any assignment of the SDA or any ERCs/ERICs within an SDA and shall acknowledge same. The District shall not administer any financial arrangements between a Property Owner and its assignee regarding an assignment of ERCs/ERICs.

Without exception, no Property Owner may assign or transfer an SDA or ERCs/ERICs within an SDA without approval or acknowledgement of the District as set forth above. The District shall not recognize any assignment or transfer in violation of this prohibition and shall not be bound or obligated to provide utility service to any assignee or transferee of such an assignment or transfer.

## 2. Specific Capacity Needs Identification

Concurrent with a Property Owner's request for any development approval such as a comprehensive plan amendment, zoning matter, subdivision, site plan, construction plan or building permit within the area served by the District, the Property Owner must identify system capacity needs for, or must have previously identified, the number of ERCs/ERICs corresponding to the anticipated requirements of the project. The District does not require a Property Owner obtain an SDA as a condition for submittal of a request for a Development Approval. A Property Owner may, however, voluntarily enter into an SDA with the District at the time the Property Owner requests a Development Approval for the number of ERCs/ERICs corresponding to the anticipated requirements of the project. Prior to SDA submittal, the Property Owner shall complete and provide to the District an ERC/ERIC data determination sheet.

For projects constructed pursuant to an SRWDA which utilize a master metered reclaimed water irrigation system serving multiple individually owned parcels, an “Assignment and Acknowledgment of Operation and Maintenance for the On-Site Reclaimed Water Irrigation System” from the Property Owner to the Homeowners or Condominium Association is required prior to filing the FDEP “Application For Permission To Place A Public Access Reuse System In Operation”. This Assignment shall transfer to the Homeowners or Condominium Association the duties and obligations for the operation and maintenance of the reclaimed water irrigation system on the Customer’s side of the Point of Service. A copy of such Assignment shall be provided to the District. The District may require an administrative fee to process such Assignment.

### 3. Limited Refund Upon Denial of Zoning/Land Use Approvals

In the event that a Property Owner voluntarily requests to enter into an SDA with the District, and pays all of the applicable rates, fees and charges due to the District pending a Development Approval, the District may enter into a SDA with an effective date as of the receipt by Property Owner of the Development approval. If the Development Approval request is withdrawn, or Development approval is denied by the St. Lucie County Board of County Commissioners (after all appeals periods have lapsed or if appealed, all appeals have been denied), the SDA shall be terminated automatically and of no force and effect, and Property Owner shall request in writing that all fees previously paid to the District, for Capital improvements by and for the District only, by the Property Owner pursuant to an SDA, except the recording fee, the administrative review fees, and if applicable, any funds used to design, construct and inspect offsite facilities for the proposed development, providing the Property Owner directs the District to design, construct and inspect any offsite facilities related to the project, shall be refunded within ninety (90) days of receipt of written request by Property Owner. Reimbursable costs would be determined during the development of the SDA and referenced in Exhibit B Schedule of Fees. Under Special Conditions in the SDA, if applicable, refund of Capital Connection Fees that may be required to be paid to a bulk supplier will be addressed. Under Special Conditions in the SDA, if applicable, requirements would be identified regarding any non-refundable capital requirements by Property Owner to service the project/property to be undertaken by the District prior to Development Approval. Existing SDAs that have received Development Approval and that are in compliance with the requirements of the Uniform Extension Policy, including payment of connection fees, guaranteed revenue fees and SDA renewal payment, as applicable, will not be required to pay retroactive connection fees.

### 4. Advance Infrastructure Agreement

Property Owner(s) of a proposed development that is anticipated to require central water and wastewater, may submit a request to the District to enter into an Advance Infrastructure Agreement (AIA) prior to the Property Owner(s) entering into an SDA/SRWDA/NSDA in accordance with Section 1. General, to provide for the advance design, construction and turn over of Off-Site Facilities necessary to provide water and

wastewater service to the proposed development to the District. An AIA request is voluntary and subject to approval of the District in its sole discretion. An AIA, if approved, does not constitute a reservation of water or wastewater capacity for the proposed development, does not obviate the necessity for the Property Owner(s) to enter into an SDA or NSDA to obtain a commitment from the District to provide utility service for the proposed development, and does not guaranty that the District will subsequently enter into an SDA or NSDA for the proposed project. Property Owner(s) that enter into an AIA assume the risk that water and wastewater capacity will be available at such time as the Property Owner(s) subsequently request to enter into an SDA or NSDA.

Property Owner(s) requesting an AIA acknowledge that entering into an AIA may not be used to evidence water and wastewater utility service availability to the proposed development for purposes of any growth management concurrence, development plan approvals, or land use or zoning applications for the proposed development. The execution of an AIA does not preclude the District from requiring additional Off-Site or On-Site Facilities for the proposed development at the time of entering into an SDA or NSDA. If approved by the District, the use of an AIA may allow phasing of reservation of capacity for a proposed development while accommodating utility infrastructure requirements for the total proposed development. Sections 2 - CONNECTION FEES and Section 3 - FACILITIES TO BE PROVIDED BY PROPERTY OWNER, plus all other applicable terms and conditions of the UEP remain applicable. All appropriate fees, as noted on Exhibit B of the attached Standard Advanced Infrastructure Agreement (new Exhibit "Z" to the UEP) are to be paid before execution of the agreement by the District. An AIA will be recorded by the District against the proposed development.

AIA's are not binding on the District until executed by the District. Property Owners may not rely upon any oral or written communications from the District regarding utility capacity or terms of service except those set forth in an executed AIA. The District will not execute an AIA until all payments required to be paid at execution of an AIA under the provisions of the UPAP have been submitted to the District. Payments due upon submission of an AIA must clear into the District's bank account as a condition to the District's performance of its obligations under an AIA.

An AIA runs with the Property described therein, may only be used for utility service to the Property, and may only be assigned to subsequent owners of said Property upon acknowledgement of the District. No assignments will be considered by the District until an estimated administrative review fee is paid to the District. The Property Owner shall reimburse the District for all costs incurred by the District to prepare and process an Assignment. No assignments will be approved by the District until a final administrative review fee and all past due fees and charges are paid. The assignment of an AIA shall not extend the term of the original AIA. Without exception, no Property Owner may assign or transfer an AIA without approval or acknowledgement of the District as set forth above. The District shall not recognize any assignment or transfer in violation of this prohibition and shall not be bound or obligated to provide utility service to any assignee or transferee of such an assignment or transfer.

## **B. GUARANTEED REVENUES**

In general, prior to connection of any customer to the District utility system, a total accrued amount (TAA) of sixty (60) months' accrued guaranteed revenue fees (which equals the monthly Base Facility Charge per ERC/ERIC for a connected customer times 60) shall be paid by or on behalf of the customer for all ERCs/ERICs for which utility service is requested by the customer. For properties requiring an SDA, accrued guaranteed revenue fees shall be paid in accordance with Section C herein below. For properties not requiring an SDA, accrued guaranteed revenue fees shall be paid at the time of Service Initiation by the customer.

Accrued guaranteed revenue fees represent an accumulation of certain fixed costs of the system which is not used and useful to the on-line Customers but has been held for future use by future users which have been carried by the District on behalf of such future users. Accrued guaranteed revenue fees are collected from future users to offset the cost incurred by the District of preserving unused system capacity for future users until such users begin paying monthly service fees so that current customers to the extent possible do not subsidize the costs of providing service for future users.

St. Lucie County has a bulk utility service agreement with the Fort Pierce Utilities Authority ("FPUA") to provide water, wastewater and reclaimed water capacity to the District. As a result, certain future users may additionally be subject to the payment of guaranteed revenue fees charged by the FPUA with respect to reserved utility capacity under the requirements of the FPUA instituted guaranteed revenue fee program.

## **C. GUARANTEED REVENUES PAYMENT SCHEDULE**

Accrued guaranteed revenue fee payments for properties requiring an SDA comprise:

1. **District TAA:** Upon execution of the SDA, payment of the TAA calculated at the then current rate per each ERC/ERIC shall be due and payable.
2. **FPUA Guaranteed Revenue Fee (FPGR):** At the time required by the FPUA pursuant to the terms of the Bulk Service Agreement Between FPUA and St. Lucie County, payment of an FPGR equal to the then current rate established by FPUA for each ERC/ERIC agreed to be served by FPUA under the SDA.

In the event the customer fails to pay their annual Guaranteed Revenue Fees, the District may reduce the Property Owner's water and/or wastewater ERCs by an amount equivalent to the value of the Guaranteed Revenue Fees that are owed to the District. The District will advise the Property Owner of the Capacity Reduction due to nonpayment of required fees. At the time of connection, the Property Owner would be responsible for any increased cost per ERC or fraction thereof for the reduced capacity.

#### **D. CAPACITY EXPIRATION**

The capacity reservation provided for in SDAs shall have a term not to exceed sixty (60) months from the effective date of such agreements. Property Owners may extend the capacity reservation for unused ERCs/ERICs for an additional sixty (60) month term by entering into a Standard Development Renewal Agreement (SDRA) or non-Standard Development Renewal Agreement (NSDRA) with the District upon payment of the difference between the TAA as calculated at the rate in effect at the time of the initial SDA and the TAA as calculated at the then current rate in effect and payment of an administrative processing fee. In the event that an SDRA/NSDRA has not been applied for by the Property Owner within ninety (90) days prior to the expiration date of the initial SDA, or any approved renewal terms thereto, then the Property Owner must enter into a new SDA upon expiration of the initial term of the SDA and pay a new TAA including all applicable FPUA fees in order to extend the capacity reservation. TAA payments made on unused, expired SDAs shall not be refunded or reapplied to new, replacement or additional SDAs.

#### **E. FORCE MAJEURE**

The performance of any obligations of the District under the UPAP or an SDA, notwithstanding anything contained herein to the contrary, shall be postponed and suspended during such period as the performance thereof is prevented by acts of God, accidents, inclement weather and conditions arising therefrom; strikes, lockouts and other labor troubles, riot, fire, earthquake, flood, epidemic, contamination, insurrection, hostilities, war, the declaration or existence of a national emergency and conditions arising therefrom; the exercise of paramount power by the Federal Government, either through the taking of the demised premises or the imposition of regulations restricting the conduct of business herein; acts of sabotage; interference, restriction, limitation or prevention by legislation, regulations, decree, permit, order or request of any Federal, State or local government or any instrumentality or agency thereof, including any court of competent jurisdiction; inability to secure labor or adequate supplies of materials, products or merchandise; inability to obtain permits from applicable regulatory agencies; inability to obtain required property rights and easements, or any delay or contingency outside the reasonable control of the District.

### **SECTION 2 - CONNECTION FEES**

Connection Fee shall be paid for each proposed ERC/ERIC to be connected to the potable water, reclaimed water and wastewater system at the time of approval of an SDA by the District, or if no SDA is required, at the time of Service Initiation by a future customer. The Connection Fee, shall be established and amended from time to time by the District Board, and represents the proportionate share, per ERC/ERIC, of the reasonably anticipated capital cost of expanding, oversizing, acquiring or constructing water, wastewater and reclaimed water facilities where such expansion, oversizing, acquisition or construction is necessitated by the connection of new customers (or additional use by existing customers) to the existing utility facilities, for the benefit of new and not yet served customers. The District reserves the right to delay or deny connection to the District's Utility System when it is subsequently determined that it is not economically,



environmentally or technically feasible to make such connection at that time. In the instance of denial of connection, the District shall refund connection fees paid for each ERC for which service is denied. Connections Fees shall be indexed annually for cost of living increases at an amount of 6% per year. In addition to payment of Connection Fees, each future customer shall pay the then applicable fees to install the service meter, fees to install a backflow preventer, fees for the cost of physically connecting the pipes of the future customer with the facilities of the District's Utility System and other fees related to initiation of service costs.

### **SECTION 3 - FACILITIES TO BE PROVIDED BY PROPERTY OWNER**

#### **A. GENERAL**

The District anticipates providing the backbone system off-site transmission, distribution, collection and other potable water, reclaimed water and wastewater facilities. Off-site transmission, distribution, collection and other potable water, reclaimed water and wastewater facilities necessary to connect to the District's backbone system facilities, and transmission, distribution and other potable water, reclaimed water and wastewater facilities and easements within the boundaries of the Property Owner's property shall be provided by the Property Owner at no cost to the District pursuant to the requirements and specifications of the District. Facilities on the District's side of the point of connection ("POC") established by the District for service to the Property Owner shall be conveyed to the District by a bill of sale, free and clear of all encumbrances, and the Property owner shall provide the District the related cost documentation for such facilities, a no lien affidavit, perpetual rights-of-ways and easements for said facilities, and completed as-built drawings for all such facilities prior to acceptance by the District and the initiation of service thereto.

In the event that construction of certain off-site water, wastewater and reclaimed water facilities are necessary to provide service to a project, the Property Owner may be required to pay for or undertake the design, construction and inspection of such facilities with said design, construction and inspection to be conducted with the approval and under the direction of the District, in compliance with District's Water, Wastewater, and Reclaimed Water Technical Specifications and Design Criteria, as may be amended from time to time, subject to reimbursement as provided in this UEP. The Property Owner may be required to submit to the District construction bonds in the amount equal to the estimated construction cost plus a 10% contingency of all required off-site water, wastewater and reclaimed water facilities that are necessary to provide service to a project.

The Property Owner shall be required to construct all on-site water, wastewater and reclaimed water facilities required to meet Property Owner's project service needs. The design, construction and inspection of such on-site facilities shall be subject to the approval of the District. In order to facilitate utility service, the Property Owner shall be required to extend on-site potable water mains, reclaimed water mains, wastewater

gravity mains and wastewater force mains along the full length of the property boundary or through the property to the property boundary at Property Owner's cost.

Property Owners intending to retrofit existing irrigation systems with reclaimed water service shall be required to extend reclaimed water mains up to the POC. The costs associated with the conversion of the irrigation system and any modifications to potable water service backflow prevention devices shall be the responsibility of the Property Owner requesting reclaimed water service.

Notwithstanding that the District may require a Property Owner in an SDA to construct component parts of the District's backbone system or off-site facilities, if the District determines that public health, safety or welfare require completion of such facilities within a time frame sooner than being accomplished by the Property Owner, the District may undertake the completion of such facilities by providing written notice to the Property Owner and prior to capturing the construction bonds in the amount equal to the estimated construction cost of the off-site facilities. Upon completion of any facilities undertaken by the District pursuant to this paragraph, the District shall determine the proper cost allocation to Property Owner for completion of such facilities in accordance with this UEP, and Property Owner shall reimburse the District for such allocated costs. This paragraph shall be deemed incorporated into every SDA and binding on the Property Owner.

#### **B. CREDIT/REIMBURSEMENT FOR OVERSIZED FACILITIES**

If the off-site or on-site potable water, reclaimed water and/or wastewater facilities to be constructed by Property Owner can reasonably be expected to serve other areas than those of the Property Owner, the District may require that they be oversized and/or constructed in such a manner to facilitate and to enable service to be provided to additional areas.

The Property Owner shall be credited/reimbursed for the difference in the actual cost of construction of oversized facilities and the estimate of the cost of those facilities which Property Owner would otherwise have been required to construct for service to the property, which credit/reimbursement shall be without interest. It is the Property Owner's responsibility to request credit/reimbursement from the District. The amount of the credit/reimbursement shall be determined by the District based upon the data that is supplied by the Property Owner's engineer, as verified by the District. The District will make every effort to properly evaluate the "cost difference" for oversizing, but in the event of a disagreement, the decision of the Director will be final.

There will be no credit/reimbursement for the construction of 6" potable water mains, 6" reclaimed water mains, 4" force mains or 8" wastewater gravity mains, as these sizes are the District's minimum standard sizes, even if these sized mains may have a hydraulic capacity in excess of the Property Owner's capacity requirements.

The oversizing credit/reimbursement amount shall be applied as follows:

- For mains 20” and smaller, the entire amount shall be credited toward Connection Fees with any excess credits to be cash reimbursed by the District at development project build-out.
- For mains larger than 20”, the Property Owner may request at the time of final acceptance of the pipeline by the District, a cash reimbursement for that portion of costs in excess of those costs associated with a 20” pipeline. The balance of the amount shall be credited toward Connection Fees. Any excess credits shall be cash reimbursed by the District at development project build-out.
- For pump stations and lift stations, the entire amount shall be credited toward Connection Fees with any excess credits to be cash reimbursed by the District at development project build-out.

The District may connect any third party to the on-site and off-site facilities constructed by a Property Owner without the requirement of approval by or payment to the Property Owner by the District or the third party.

**C. REIMBURSEMENT FOR ADVANCE BACKBONE SYSTEM FUNDING PROGRAM**

In order to expedite construction of backbone utility facilities to provide service to a Property Owner in advance of the time when the demand for such facilities would make such construction financially feasible, a Property Owner may voluntarily request in writing to participate in an advance backbone system funding program (an “AFP”). Upon receipt of a request to participate in an AFP, the District shall determine the financial and technical feasibility of the District expediting construction of the necessary backbone utility facilities, and if determined feasible, the District shall determine the amount of funding which the Property Owner would be required to pay to the District (“AFP Funding”), in advance, for District to initiate the expedited project. The AFP Funding shall be included as a Special Condition in the SDA to be entered into between the Property Owner and the District. The District shall not be required to undertake an advance backbone system project unless sufficient funding is available from Property Owner’s electing to participate in the AFP to pay the total cost of the project.

The District shall reimburse a Property Owner’s AFP Funding, without interest, in accordance with the following terms. The District shall establish an AFP Funding Reimbursement Pool (“Reimbursement Pool”) on which the District shall account for all Property Owners who have participated in a particular round of AFP funding (including the County to the extent that the County has advanced the District monies to fund construction of backbone utility facilities). Property Owners participating in the same AFP shall have their AFP Funding placed in the Pool on an equal pro rata basis. Pool reimbursements shall be made on a first in time basis, within a maximum of a ten (10) year period, with full reimbursement being made to the first Pool in time before reimbursement begin on a second or subsequent Pools in time, unless the ten (10) years have elapsed. Payment obligations to the Property Owner shall terminate on the ten (10)

year anniversary date of final acceptance by District of the last component part of the facilities to be constructed by Property Owner.

The District shall reimburse AFP Funding within a Pool by crediting the Pool with the Net Water and Sewer Connection Charges collected by the District from Property Owners entering into SDA after the date of establishment of the Pool (or if no SDA is required, initiating service after the date of establishment of the Pool). The term "Net Water and Sewer Connection Charges" means the total Water and Sewer Connection Charges actually collected from a Property Owner by the District within the Pool geographic boundary established by the District, less any amounts required to be paid to the Fort Pierce Utility Authority (or other wholesale utility capacity provider to the District), and less any amount required by the District to extend/expand the backbone off-site facilities to serve the Property Owner's project. The District shall pay each AFP Funding participant within the Pool a Pro Rata Share of the Net Water and Sewer Connection Charges received by the District on an annual basis. The term "Pro Rata Share" means the ratio of each AFP Funding participant's AFP Funding to the total amount of AFP Funding within the Pool. For example, if the Pool had two participants, one with an AFP Funding of \$100.00 and the second with an AFP Funding of \$200.00, participant one's Pro Rata Share would be 1/3 and participant two's Pro Rata Share would be 2/3. The District shall continue making reimbursement until no further balance due to AFP Funding participants remains in the Pool or the ten (10) year period lapses, whichever is first.

#### **SECTION 4 - PLAN REVIEW AND CONSTRUCTION INSPECTION**

The District will review and approve the design and plans and specifications for, and will inspect the installation of all potable water, reclaimed water and/or wastewater facilities installed by Property Owner and/or Property Owner's contractors, which facilities are proposed to be transferred to the District for ownership and operation. The District may also, but is not obligated to, review, approve and inspect the design, plans and specifications and installation of all potable water, reclaimed water and/or wastewater facilities to be retained by Property Owner for ownership and operation. Such inspection is designed to assure the District that the potable water, reclaimed water and/or wastewater facilities are installed in accordance with approved designs and are further consistent with the criteria and specifications governing the kind and quality of such installation. The District will be present at tests of component parts of the potable water, reclaimed water and/or wastewater facilities for the purpose of determining that the facilities, as constructed, conform to the District's criteria for quality, durability, infiltration, filtration, pressure testing, line and grade. Such tests will be performed by the Property Owner's contractor, but under the direct inspection of the District's authorized representative and the Property Owner's engineer. The District may require the re-installation by Property Owner of any facilities which do not meet the District's criteria or satisfactorily pass a performance test. No connection to an existing District facility shall be made except in the presence of the District's authorized representative.

The District shall charge a Plan Review Fee and Inspection Fee based upon the magnitude of the project. The fees for plan review and inspection services as set forth in the UPAP are designed to fully reimburse the cost of providing said services.

## **SECTION 5 - TRANSFER OF OWNERSHIP AND SERVICE INITIATION**

Prior to Service Initiation and prior to transferring ownership to the District of potable water, reclaimed water and/or wastewater facilities, the Property Owner must obtain the applicable forms from the Department of Environmental Protection and other applicable agencies and submit same to the District for approval:

1. A Certificate of Construction Completion and Request for a Letter of Clearance to Place a Public Drinking Water Facility into Service; and/or
2. A Domestic Wastewater Collection/Transmission System Certificate of Completion of Construction; and/or
3. A Domestic Wastewater Collection/Transmission System Certificate of Completion of Construction for Reclaimed Water.

The Property Owner must fulfill a variety of prerequisites, depending upon specific project circumstances, prior to securing partial and/or full clearance for Service Initiation.

For projects with only one connection, the District will only permit Service Initiation on a one-time, full completion (final acceptance) basis. For projects with more than one connection, the District may authorize Service Initiation on a partial basis subject to accomplishment of prerequisites by the Property Owner. In addition to construction requirements as set forth herein, the Property Owner shall submit to the District the documents set forth in the Exhibits to this UEP.

A conditional final inspection or partial acceptance which will allow partial Service Initiation does not constitute an acknowledgment by the District that a project is complete, but rather that there remain deficiencies or other unaccomplished requisites. The District may authorize Service Initiation on a project or phase of a project on a conditional basis, dependent upon full satisfaction of all final acceptance requirements or proof of an adequate performance bond (110% of construction cost), as estimated by the Property Owner's engineer and verified by the District, to cover all outstanding requisites. The District will accept a clean irrevocable letter of credit or cashier's check to cover all outstanding construction requirements.

The Property Owner shall provide a warranty for the constructed potable water, reclaimed water and/or wastewater facilities for one year (or five years in the case of pump station or lift station pump and motor assemblies) from date of final acceptance by the District of the last component part of the facilities to be constructed by Property Owner.

## SECTION 6 - DEFINED MEANINGS, TERMS, AND RULES OF CONSTRUCTION

### **A. GENERAL**

Section 6 includes words, terms and phrases with defined and specific uses unique to these regulations.

### **B. RULES OF LANGUAGE CONSTRUCTION.**

In the construction of language of these regulations, the rules set out in Section 6 shall be observed unless such construction would be inconsistent with the manifest intent of the Board.

Generally. All provisions, terms, phrases, and expressions contained in these regulations shall be liberally construed in order that the true intent and meaning of the Board may be fully carried out. Terms used in these regulations, unless otherwise specifically provided, shall have the meanings prescribed by the statutes of this State of the same terms.

Interpretation Minimum And Maximum. In the interpretation and application of any provision of these regulations it shall be held to be the minimum requirement adopted for the promotion of the public health, safety, and general welfare. Where any provision of these regulations imposes greater restrictions upon the subject matter than a general provision of all other ordinances, the provision imposing the greater restriction or regulation shall be deemed controlling.

Definitions. The definitions are intended to be generally construed within the context of these regulations, except as shall be specified by the term itself within a given context for a selected Sub-section of these regulations.

Text. In case of any difference of meaning or implication between text of these regulations and any figure, the text shall control.

Computation of Time. The time within which an act is to be done shall be computed by excluding the first and last day; if the last day is a Saturday, Sunday, or legal holiday, that day shall be excluded.

Day. The word “day” shall mean a calendar day.

Gender. Words imparting the masculine gender shall be construed to include the feminine and neuter.

Month. The word “month” shall mean calendar month.

Non-Technical and Technical Words. Words and phrases shall be construed according to the common and approved usage of the language, but technical words

and phrases and such others as may have acquired a peculiar and appropriate meaning in law shall be construed and understood according to such meaning.

Number. A word imparting the singular number only may extend and be applied to several persons and things as well as to one person and thing. The use of the plural number shall be deemed to include any single person or thing.

Shall, May. The word ‘shall’ is mandatory; ‘may’ is permissive.

Tense. Words used in the past or present tense include the future as well as the past or present.

Week. The word week shall be construed to mean seven calendar days.

Written Or In Writing. The term “written” or “in writing” shall be construed to include any representation of words, letters or figures whether by printing or other form or method of writing.

Year. The word “year” shall mean a calendar year, unless a fiscal year is indicated or 365 calendar days is indicated.

Abbreviations.

AGRF:	Accrued Guaranteed Revenue Fees
Board:	Board of County Commissioners
BOD:	Biochemical Oxygen Demand
CAU:	Community Assessment Unit
CIP:	Capital Improvement Program
CO:	Certificate of Occupancy
CWWTP:	Community Wastewater Treatment Plant
FDEP:	Florida Department of Environmental Protection
DRI:	Development of Regional Impact
ERC:	Equivalent Residential Connection
FAC:	Florida Administrative Code
L:	Liter
mg:	Milligrams
mg/l	Milligrams Per Liter
POC:	Point of Connection
SFWMD:	South Florida Water Management District
TN:	Total Nitrogen
TP:	Total Phosphorous
TSS:	Total Suspended Solids

**C. DEFINITIONS.**

Act or The Act. The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended from time to time, 33 U.S.C. 1251, et seq.

Backflow Preventer: A device and/or method of construction, accepted and approved by District, used to prevent backflow into a potable water system. The type of assembly used should be based on the degree of hazard, either existing or potential.

Connection Fee. The impact fee assessed by the District for the provision of utility service to new customers. The amount of such fee, as amended from time to time, represents the proportionate share, per ERC, of the reasonably anticipated capital cost of expanding, oversizing, acquiring, or constructing the District's planned and existing facilities where such expansion, oversizing, acquisition, or construction is necessitated by the connection of new customers (or additional use by existing customers) to the existing utility facilities, for the benefit of new and not-yet-served customers.

Community Wastewater Treatment Plant. A community wastewater treatment plant is defined to mean a temporary wastewater treatment plant for a development, its collection system, appurtenant effluent disposal/reclaimed water reuse facilities, and sludge treatment and disposal facilities pending connection to the District's Utility Facilities.

Contract For Service. The document by which a customer's financial responsibility is established for the charges legally assessed against the service address(es) specified therein.

County. A political subdivision of the State of Florida, known as St. Lucie County, as governed by the Board of County Commissioners (Board).

Customer. A person or entity which is connected to and receiving utility service from the District.

Customer, Bulk. A customer of the District which redistributes utility services through its own utility facilities.

Customer, New. An applicant to receive utility service from the District.

Developer. Property owner, or an agent of the property owner, of proposed development.

Development, Existing. A single family residence, a multi-family structure, or a single parcel of property with one or more existing structures used for residential, commercial, commercial residential, industrial, or manufacturing purposes that produces water from a private well and/or generates wastewater flow to On-Site Wastewater Treatment Disposal System or a Private Wastewater Treatment Facility within the Service Area.



Development, Proposed. Any change in land use which alters or creates the demands for utility services; any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or permanent storage of materials; the act of building, engineering, mining, or other operations in, on, over, or under land; and/or the making of any material change in the use of any building or other land.

District. The St. Lucie County Water and Wastewater Utility District, a Chapter 153, Part II, Florida Statutes utility district.

District Board. The St. Lucie County Board of County Commissioners sitting as the Governing Board of the St. Lucie County Water and Wastewater Utility District.

District Standard Development Agreement. The Standard Development Agreement, as adopted and amended from time to time by the Board, setting forth specific requirements of a Developer in connection with a reservation of capacity in the District Utility System.

District Utility Director. The District Utility Director or the District Utility Director's designee.

Effluent. Water, after some degree of treatment, flowing out of any treatment device or facility.

Equivalent Residential Connection. A unit of Potable Water, Reclaimed Water, or Wastewater capacity which is equivalent to the average number of gallons per day of service attributable to a single family detached residence as such number is established from time to time by the District Utility Director for the applicable service.

Force Mains. See Wastewater Facilities, Pressure.

Individual On-Site Wastewater Disposal Facilities. On-Site Wastewater Disposal Facilities that provide Wastewater services to a single housing unit.

Individual On-Site Water Supply Facility. A water well serving a single housing unit.

Industrial Wastewater. The liquid and water-carried waste from industrial facilities, commercial buildings and institutions which requires pre-treatment prior to contributing to or permitted to enter any wastewater facilities.

Line Extension. Any utility conveyance system improvements needed to provide service to an existing or proposed development.

Low Pressure Sewer Facilities. See Wastewater Facilities, Low Pressure.

Off-Site Facilities. Utility facilities that are located between the Developer's or Customer's property boundaries and any and all Point Of Connections.

On-Site Facilities. Utility facilities that are located within Developer's or Customer's property boundaries.

On-Site Wastewater Disposal Facilities. The facilities used for the treatment of wastewater in septic tanks and the disposal of the effluent by absorption fields.

Oversized Facilities. Any utility facilities which are sized beyond the minimum size of facilities needed by the Development for which the facilities were initially installed to provide service.

Oversizing. Constructing utility facilities to provide capacity for existing and/or future developments which are sized beyond the minimum size of facilities needed by the Development for which the facilities were initially installed to provide service.

Point of Connection ("POC"). A point of entry into the District's Utility Facilities, as designated by the District to the customer; the point at which the customer receives utility service.

Potable Water. Water that meets the United States Environmental Protection Agency standards for human consumption.

Potable Water Facilities. All facilities required for the production, treatment, storage, transmission, distribution, and delivery of Potable Water and fire flow.

Potable Water Facilities, Common. Potable water supply facilities supplied from an on-site well with more than one connection serving more than one dwelling unit. Common potable water supply facilities shall meet State requirements for a private water supply.

Potable Water Facilities, Distribution. Those pipes, fire hydrants, valves, fittings, service connections, and appurtenances, sized in accordance with District engineering standards, used to convey potable water from the District's transmission system to individual customers, as designated by the District Utility Director.

Potable Water Facilities, Municipal. Public Potable Water Facilities which are provided by a City, County, or other governmental agency which meet State requirements for a public water supply.

Potable Water Facilities, Private. Potable Water Facilities that are not Municipal Potable Water Facilities.

Potable Water Facilities, Supply. Those facilities used to develop a source of potable water and its treatment including, but not limited to wells, raw water mains, treatment facilities, storage tanks, pumping stations, etc.

Potable Water Facilities, Transmission. Those pipes, fire hydrants, valves, fittings, and appurtenances, sized in accordance with District design criteria and construction standards, used to convey Potable Water from Potable Water Supply facilities to Potable Water Distribution Facilities. The District Utility Director will determine which facilities are part of the Potable Water Transmission Facilities and which are part of the Potable Water Distribution Facilities.

Property Owner. The title holder of record for a parcel of land, or its duly authorized representative or agent, who applies, either voluntarily or through the mandatory connections procedures, for utility service to and for said parcel of land, and who can bind the title holder of record to all legal obligations related to utility services to the parcel of land.

Rate Tariff. The schedule of rates, fees and charges for utility service established by the District Board and amended from time to time.

Reclaimed Water. Domestic wastewater that has received at least secondary treatment, as defined by FDEP, and treatment as required by policy of the Sanitary Sewer Element of the St. Lucie County Comprehensive Plan, and is reused after flowing out of a wastewater treatment facility. Reclaimed water shall also include other irrigation quality water.

Reclaimed Water Facilities. All facilities required for the storage, transmission, and distribution of reclaimed water. These facilities will also include treatment facilities as needed to treat secondary effluent standards to Reclaimed Water standards.

Reclaimed Water Facilities, Distribution. Those pipes, valves, fittings, service connections, and appurtenances, sized in accordance with District utility design criteria and construction standards, used to convey reclaimed water from Reclaimed Water Transmission to an individual Customer, as designated by the District Utility Director.

Reclaimed Water Service Connection. The reclaimed water connection from a reclaimed water distribution facility to the POC for a customer. For a residential customer, this point of delivery is the downstream side of the meter at the customer's property line. For a non-residential customer, the actual point of delivery may be at a location other than the property

line, to be determined by the District Utility Director in coordination with the Customer.

Reuse. The deliberate application of reclaimed water for an irrigation purpose.

SDA. The Standard Development Agreement, as adopted and amended from time to time by the District, setting forth specific requirements of a Developer in connection with a reservation of capacity in the Utility System.

Service Area. The parcel(s) of land to which the District is legally entitled to provide utility services.

Service Availability (Availability of Service). The results of determining, through engineering analysis and of cost and operational feasibility studies, if utility service is available for existing development or proposed development.

Service Lines. The smaller diameter pipes that branch from larger diameter pipes in the Potable Water Distribution System, Reclaimed Water Distribution System or Wastewater Collection System to a Customer's Potable Water meter, Reclaimed Water meter, or wastewater cleanout on the Customer's property line thereby providing a point of delivery of Potable Water or Reclaimed Water to a Customer or point of collection of Wastewater from a Customer.

Sewage, Domestic or Sanitary. See Wastewater, Domestic or Sanitary.

Surcharge. A pass-through cost shall be added to all charges for services provided to those customers receiving Water, Wastewater and Reclaimed Water service from the District that reside within a city.

Utility. A publicly or privately owned company or legal entity that provides to its customers utility products and/or services. Such products may be gas, electricity, water, etc.; and such services may be utility transportation systems, stormwater management systems, wastewater treatment and disposal systems, etc. In the UEP the use of this word will be restricted to an entity that supplies potable water, reclaimed water, and wastewater products and services to its customers.

Utility Facilities. All the facilities controlled by a Utility required to provide customers with potable water, reclaimed water, and/or wastewater products and/or services.

Utility Facilities, Private. Utility facilities for which the construction or operating permits are issued to other than a county or municipality.

Utility Facilities, Public. Utility facilities for which the construction or operating permits are issued to a county or municipality.

Utility Service. The act of providing to a customer for its use Potable Water and/or Reclaimed Water, and/or providing for the removal of Wastewater from the customer.

Wastewater. The liquid and water-carried domestic or industrial wastes from dwellings, commercial buildings, industrial facilities, and institutions together with any ground water, surface water, and storm water that may be present, whether treated or untreated, which is contributed into or permitted to enter any wastewater facilities.

Wastewater, Domestic or Sanitary. Wastewater derived principally from dwellings, commercial buildings, industries, institutions, and the like; originating as wastes from kitchens, water closets, lavatories, bathrooms, and showers; the strength of which shall normally fall below the following parameters: BOD (300 mg/l); TSS (300 mg/l);TN (40 mg/l), and TP (12 mg/l).

Wastewater Facilities. All facilities required for the collection, transmission, treatment to secondary effluent standards as defined by FDEP, and disposal of wastewater.

Wastewater Facilities, Collection. A system of laterals, pipes, and manholes used to collect wastewater and convey it by gravity to a pumping station.

Wastewater Facilities, Low Pressure. A network of small diameter pipelines which convey wastewater, under low pressure, to a central collection facility. The low pressure is produced by small pumps located at the individual wastewater sources.

Wastewater Facilities, Pressure. A system of pipes, valves, fittings, and appurtenances used to convey wastewater under pressure from a pump station to a point of discharge.

Wastewater Facilities, Private. Wastewater facilities for which the construction or operating permits are issued to other than a county or municipality.

Wastewater Facilities, Public. Wastewater facilities for which the construction or operating permits are issued to a county or municipality.

Wastewater Facilities, Pump (Lift) Station. An above or below ground structure containing pumps and appurtenances which pumps untreated wastewater through a wastewater pressure facility to another wastewater

pressure facility, a wastewater collection facility or directly to a wastewater treatment plant.

Wastewater Facilities, Service Lateral. In wastewater collection facilities a service lateral is a small pipe that branches from a larger pipe to a customer's property line thereby providing a point of collection into the collection facility. A lateral is normally sized four inches in diameter or larger.

Wastewater Treatment Plant. Those facilities used to treat wastewater and dispose of effluent and biosolids including, but not limited to clarifiers, aerators, digesters, filters, storage tanks, percolation-evaporation ponds, spray irrigation fields, direct discharge pipes, injection wells, etc.

Well. The physical structure, facility or device at and below the land surface from or through which groundwater flows or is pumped from subsurface, water-bearing formations.

Wellfield. An area containing one or more wells contributing water to a public potable water system as defined by applicable environmental regulation.

## **SECTION 7 - CAPACITY ASSESSMENT UNIT PROGRAM**

### **A. PROPOSED DEVELOPMENT**

Property Owners that enter into an SDA with the District may request the District initiate a Capacity Assessment Unit ("CAU") to finance the payment of connection fees, guaranteed revenues fees and such backbone facilities required to be funded by the Property Owner pursuant to the terms of the SDA. If the District determines to permit the Property Owner to enter the CAU Program, the District shall bring the proposed improvement project for public hearing in accordance with legal requirements.

All costs relating to the CAU, including, but not limited to program administrative fees and financing costs at 5% of total assessment amount, and, where backbone facilities are included in the CAU, surveying, drafting, engineering, permitting, construction, inspection, administration and obtaining and verifying easements, shall be included in the improvement project. Inspection fees shall be assessed at 2% of construction costs. Construction project administration fees shall be assessed at 5% of construction costs. All other costs will be based upon actual costs incurred. A construction contingency of 10% of construction costs shall be provided under the assessment established at the public hearing, with unused contingencies and construction under-runs to be credited by amending resolution.

At least twenty (20) days prior to the public hearing, the District shall notice the public hearing by mail and by publication in a newspaper generally circulated within the County. The notice by mail shall be sent to each person owning property subject to the assessment and shall include the following information:

- (1) the purpose of the assessment;
- (2) the total amount to be levied against each parcel;
- (3) the unit of measurement to be applied against each parcel to determine the assessment;
- (4) the number of units contained within each parcel;
- (5) the total revenue the District will collect by the assessment;
- (6) a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in loss of title;
- (7) a statement that all affected property owners have a right to appear at the hearing and to file written objections with the District Board prior to or during the public hearing; and
- (8) the date, time, and place of the public hearing.

The published notice shall contain at least the following information:

- (1) a reference to the District Board;
- (2) a geographic depiction of the properties subject to the assessment;
- (3) the proposed schedule of the assessment;
- (4) the fact that the assessment will be collected by the tax collector; and
- (5) a statement that all affected property owners have the right to appear at the public hearing and the right to file written objections prior to or during the public hearing.

Upon confirmation of the assessment resolution by the District Board, a lien shall be placed on each benefited property. The assessment resolution and roll shall be recorded by the County Clerk and the same shall constitute a lien against the assessed property. The County Clerk shall notify each Property Owner of the lien.

The payment period for special assessments shall be 10 to 20 years, as determined by the District Board. Special assessments shall bear interest at the rate of 6½ % per annum, or such other interest rate as determined by the District Board from time to time, from the date of notification by the Clerk following completion of construction and shall be payable in equal annual payments with the first installment billed on the first property tax bill following the date of notification or billed directly to the Property Owner. Assessments may be paid in full without interest within 30 days of notification of final completion of the special assessment project by the County Clerk.

## **B. EXISTING DEVELOPED AREAS**

Property Owners in existing developed areas desiring Potable Water, Reclaimed Water or Wastewater service may request from the District petition forms for the initiation of a CAU to finance the capital improvements necessary to provide such service. The petition form shall include:

- (1) a description of the proposed improvement;
- (2) a statement from the petitioners requesting that the improvement be constructed;
- (3) a statement recognizing that the District Board will make the determination of special assessments at a public hearing;
- (4) an estimated cost of the assessment based on the average cost of similar improvements and the method of assessment; and
- (5) a statement that the petitioners agree to be assessed for the actual costs of construction of the improvements, including other allowable incidental costs.

The petitioning process is solely used to gauge the interest of Property Owners in receiving Potable Water, Wastewater and/or Reclaimed Water service. Petition forms are for general informational purposes only and shall not preclude the District from modifying the geographic boundaries of an improvement project prior to providing the required notices of the public hearing.

Upon receipt of petition forms from a majority of the Property Owners in favor of the requested improvements, the District shall determine if sufficient right-of-way and/or easements exist for the proposed improvements. If sufficient right-of-way and/or easements do not exist, the District may endeavor to obtain the required right-of-way and/or easements to accommodate the proposed improvements. The District may verify signatures on the petition forms with information in the public records.



The District may bring the proposed improvement project for public hearing in accordance with legal requirements upon receipt of petition forms from a majority of the Property Owners in favor of the requested improvements and if sufficient right-of-way or easements exist or can be reasonably obtained. The District may proceed with surveying, drafting, engineering, obtaining and verifying easements, permitting and obtaining construction bids for the improvements prior the public hearing. The District may bid each project separately or may utilize a continuing unit price construction contract established for this purpose. Notwithstanding the petition process, the District shall retain the authority to undertake an improvement projects with less than a majority of the Property Owners in favor of the improvements. In addition, the District may undertake an improvement project in the absence of a landowner petition.

All costs relating to the CAU, including, but not limited to program administrative fees and financing costs at 5% of total assessment amount, and, where master planned facilities are included in the CAU, surveying, drafting, engineering, permitting, construction, inspection, administration and obtaining and verifying easements, shall be included in the improvement project. Inspection fees shall be assessed at 2% of construction costs. Construction project administration fees shall be assessed at 5% of construction costs. All other costs will be based upon actual costs incurred. A construction contingency of 10% of construction costs shall be provided under the assessment established at the public hearing, with unused contingencies and construction under-runs to be credited by amending resolution. All facilities to be constructed shall be designed in accordance with the District standards and shall meet all other applicable standards, including provision for fire protection.

The District may hold an informational meeting prior to the public hearing. At the informational meeting, the District staff will explain the proposed improvements, tentative assessment to each property, and the applicable procedures to be followed. Notice for the informational meeting shall be mailed by regular mail to each Property Owner no less than ten (10) days prior to the informational meeting date.

In lieu of an informational meeting, the District may provide a comprehensive and detailed explanation of the proposed improvements and tentative assessments to all owners of property to be specially benefited. The information shall be mailed by regular mail to each of the Property Owners no less than ten (10) days prior to the public hearing.

At least twenty (20) days prior to the public hearing, the District shall notice the public hearing by mail and by publication in a newspaper generally circulated within the County. The notice by mail shall be sent to each person owning property subject to the assessment and shall include the following information:

- (1) the purpose of the assessment;
- (2) the total amount to be levied against each parcel;

- (3) the unit of measurement to be applied against each parcel to determine the assessment;
- (4) the number of units contained within each parcel;
- (7) the total revenue the District will collect by the assessment;
- (8) a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in loss of title;
- (7) a statement that all affected property owners have a right to appear at the hearing and to file written objections with the District Board prior to or during the public hearing; and
- (8) the date, time, and place of the public hearing.

The published notice shall contain at least the following information:

- (1) a reference to the District Board;
- (2) a geographic depiction of the properties subject to the assessment;
- (3) the proposed schedule of the assessment;
- (4) the fact that the assessment will be collected by the tax collector; and
- (5) a statement that all affected property owners have the right to appear at the public hearing and the right to file written objections prior to or during the public hearing.

Upon confirmation of the assessment resolution by the District Board, a lien shall be placed on each benefited property. The assessment resolution and roll shall be recorded by the County Clerk and the same shall constitute a lien against the assessed property. The County Clerk shall notify each Property Owner of the lien.

Property Owners are responsible for all improvements on their side of the Point of Service, including all permits and fees. When connecting to the District's potable water system, the Property Owner shall permanently disconnect all wells from the plumbing leading to or inside the house or building. The wells may be used for landscape irrigation only, except where prohibited herein. When connecting to the wastewater system, the Property Owner shall abandon existing septic tanks in accordance with all Federal, State and local laws, rules and regulations.

The payment period for special assessments shall be 10 to 15 years, as determined by the District Board. Special assessments shall bear interest at the rate of 6½ % per annum, or such other interest rate as determined by the District Board from time to time,

from the date of notification by the County Clerk following completion of construction and shall be payable in equal annual payments with the first installment billed on the first property tax bill following the date of notification. Assessments may be paid in full without interest within 30 days of notification of final completion of the special assessment project by the County Clerk.

### **SECTION 8 - DEFERRED PAYMENT PLAN SERVICE INITIATION FEES**

Property Owners desiring to convert existing wells and/or septic tanks to the District Potable Water and/or Wastewater facilities and/or connect existing developments to the District's Reclaimed Water Distribution System, may make application for a Deferred Payment Plan ("Plan"), subject to the District's approval. This Plan may be selected if the service is readily available to service the property. The Property Owner participating in the Plan shall agree to the terms as set forth in the Certificate of Indebtedness, the Plan Application, and the UPAP. A Certificate of Indebtedness shall be recorded by the Clerk and shall become a lien upon the property superior to all liens, titles, and claims except Federal and State taxes.

The payment period for the Service Initiation Fees under the Plan shall be as follows:

- Potable water and reclaimed water service – 5 years
- Multiple services concurrently requested, including potable water, wastewater, or reclaimed water – 5 years
- Wastewater services – 5 years

The Service Initiation Fees (AGRF, Connection Fees, Service Agreement Fee, lateral costs, etc.) may be paid in full without interest within 30 days from the date of the Deferred Payment Application. All Deferred Payment Plans shall bear interest at a rate of 6½% per annum, or such other interest rate as determined by the District Board from time to time, from the date of Service Initiation and shall be payable in equal monthly payments over the payment period. All Deferred Payment monthly installments shall be included in the Property Owner's monthly utility bill. Failure to pay any portion of the utility bill, including the Deferred Payment installment of principal or interest, when due shall result in a late fee, including interest. The District may discontinue Potable Water, Reclaimed Water, and Wastewater service to the property benefiting from the Plan if any portion of the monthly utility bill, including Deferred Payment Fees, is not paid when due as provided in the USP.

### **SECTION 9 - SERVICE TEMPORARILY PROVIDED BY ANOTHER UTILITY**

Circumstances occasionally may arise that merit consideration of temporary provision of utility service to a property by the Property Owner or a utility other than the District which will be the permanent or future purveyor of service. The following policy statements shall govern consideration and implementation of such requests by the District, subject to District approval:

1. The length of time proposed for temporary service shall be mutually agreed upon by the parties.
2. There shall be an agreement executed by the utilities involved and the benefiting Property Owner outlining the terms of the temporary service arrangement.
3. The design and construction standards of the District shall govern the quality of facilities installed. However, specific requests of the temporary purveyor for variations in these standards may be considered.
4. The approved construction plans shall facilitate eventual transfer of service. The plans shall be approved by both purveyors. The Property Owner shall be responsible for all applicable engineering, surveying, plan review and inspection fees.
5. The benefiting Property Owner shall pay all appropriate fees for inspection, plan revision and meter installation to both purveyors as may be specified. The benefiting Property Owner shall also pay the District all appropriate connection fees and other contractually required fees or charges as necessary in addition to any such fees or charges justified and mandated by the temporary purveyor. The benefiting Property Owner shall pay additional fees/charges to the extent that duplicate services would have been provided. There shall be no credits granted to the Property Owner for any such duplication.
6. The Agreement shall provide the basis for concluding the temporary service arrangement at the designated time.
7. No temporary service agreement shall be approved if it would serve the purpose of delaying the extension of the District facilities to an area, but rather shall only be approved if no original provision of service was specified, or if such temporary service speeds initiation of service to a project pending delivery of service. Once the District has made service available to the Property Owner, the Property Owner shall disconnect from the temporary service provider and connect to the District.

### **SECTION 10 - ON-SITE RECLAIMED WATER REQUIREMENT**

The District requires the use of Reclaimed Water for new development and strongly recommends Reclaimed Water service for existing utility customers that do not currently utilize Reclaimed Water service. Reclaimed Water service promotes water conservation and avoids the use of potable water for irrigation purposes. Reclaimed Water currently is not available for single family homes.

1. **Mandatory Use of Reclaimed Water:**

The use of Reclaimed Water for irrigation is mandatory for all new development. The Property Owner of new development shall design and construct an on-site reclaimed

water irrigation system as set forth in the UPAP, and pursuant to a Standard Reclaimed Water Development Agreement (“SRWDA”). Such design shall be based upon the delivery by the District of Reclaimed Water to a Property Owner on-site water storage facility (lake, pond, contained canal or bermed area) at which will be located a reclaimed water metering facility which shall be the customer point of connection, and from which Property Owner will distribute and dispose of the reclaimed water throughout its Property. Such design shall incorporate wet-weather receipt and discharge of the reclaimed water on the Property.

Each Property Owner shall be required to purchase and use, at such time and in such quantities as determined by the District a volume of Reclaimed Water equal to eighty percent (80%) of the volume of Wastewater delivered to the District wastewater facilities from the Property on an equivalent average basis as determined by the Utility Director. If the District reclaimed water facilities are available at the time the Property connects to the District water and wastewater system, then the Property Owner shall connect the on-site reclaimed water system to the District reclaimed water system. If reclaimed water is not available to the Property at the time the new development connects its on-site water and wastewater systems to the District, then the Property Owner shall provide required stub-out facilities sufficient to connect the on-site reclaimed water system with the District reclaimed water system when the District reclaimed water system is extended to the Property. The District shall connect the on-site reclaimed water system to the District reclaimed water system when available and shall notify the Property Owner that such connection has been made and that the Property Owner’s obligation to use Reclaimed Water has commenced.

## 2. Commitment to Provide Reclaimed Water:

The District shall use its best efforts to obtain a supply of Reclaimed Water to provide for the Reclaimed Water demands of each Property, provided, however, that the District makes no representation or guarantee that adequate supplies of Reclaimed Water will be available to any given Property at any given time, and further provided such efforts are financially and technically feasible. The District reserves the right to allocate available capacity among the several Property Owners to the end that a fair distribution of such capacity is accomplished and that no Property Owner shall preempt others from the reasonable opportunity to obtain such capacity when the same is required by such Property Owners in the near-term future. To the extent that the District cannot provide sufficient reclaimed water supply to meet the full requirements of a Property Owner, the Property Owner may supplement the reclaimed water supply with other available water supplies, provided that such use does not interfere with the obligation of Property Owner to use and dispose of the volume of reclaimed water equal to the volume of wastewater discharged from the Property.

## 3. Reclaimed Water System Requirements:

- a. Property Owner Facilities. The Property Owner will install and maintain an underground Reclaimed Water irrigation system of low-trajectory spray heads that is

controlled by electrical timers and valves and rain gauges. Such irrigation system may be designed for dual application of alternative water supplies, with appropriate back-flow prevention and cross-connection protection devices as approved by the Utility Director. The Reclaimed Water supply shall not enter any building containing a dwelling unit, except in accordance with FDEP rules and regulations. No above ground hose bibbs will be allowed on the Reclaimed Water system. All Reclaimed Water hose bibbs must be installed in locked boxes located below grade and must be colored and marked in accordance with FDEP rules and regulations.

b. Standards. The following standards shall be strictly adhered to in the design, construction and operation of all Reclaimed Water irrigation systems: UEP, District's Construction Standards as amended from time to time, Rule 62-610, Florida Administrative Code, as amended from time to time, FDEP rules, regulations and policies, Plumbing Code of the Southern Standard Building Code Congress International, Inc., latest edition as amended from time to time.

c. Public Notification and Signage. Adequate signs in compliance with FDEP rules and regulations shall be posted throughout the Reclaimed Water irrigation system to inform the public that nonpotable Reclaimed Water is being used for irrigation. These signs must be routinely visible to residents and guests of the Property. A minimum of one sign per Property or one sign per irrigated acre, whichever is greater, shall be posted. The signs, to be posted at the entrances to irrigated areas and at appropriate intervals, shall state, at a minimum, "Reclaimed Water Irrigation Area", "Landscaping Irrigated with Reclaimed Water", "Reclaimed Water – Do Not Drink" or similar text. Minimum height of lettering on the signs shall be one inch. Lettering shall be purple on a contrasting background. For hose bibbs, the sign shall be on the cover of the below grade box in letters at least 0.5 inch high or a purple plastic bag containing the warning language in contrasting letters that are at least 0.25 inch high shall be permanently attached to the bibb inside the box. All piping, valve boxes, hose bibb boxes, and above ground fittings and valves shall be purple.

d. Cross Connection. Property Owners utilizing Reclaimed Water shall not directly or indirectly connect their Reclaimed Water system to their Potable Water System.

e. Compliance. Failure to comply with the Reclaimed Water System Requirements and all FDEP reclaimed water rules and regulations shall be grounds for the District to discontinue Water, Wastewater and Reclaimed Water service to the Property, until the Property Owner comes into compliance. Property Owners that do not use the minimum volume of Reclaimed Water during a monthly billing cycle may be assessed the minimum charge for each thousand gallons of Reclaimed Water use below the minimum as provided in the USP.

**UNIFORM EXTENSION POLICY**  
**APPROVED AND ADOPTED**  
**EXHIBITS AND STANDARD FORMS**  
**(as may be amended from time to time)**

**DEVELOPMENT AGREEMENT DOCUMENTS**

EXHIBIT "A"	Tracking Sheet and Availability Status Letter
EXHIBIT "B"	Instructions for Standard Potable Water, Wastewater and Reclaimed Water Development Agreements
EXHIBIT "C"	Data sheet for ERC/ERIC Determination
EXHIBIT "D"	Corporate Resolution
EXHIBIT "E"	Consent and Joinder of Mortgage/Lienholder
EXHIBIT "F"	Standard Potable Water, Wastewater and Reclaimed Water Development Agreement
EXHIBIT "G"	Standard Reclaimed Water Development Agreement
EXHIBIT "H"	Assignment and Acknowledgement of Operation and Maintenance for On-site Reclaimed Water Irrigation System
EXHIBIT "I"	Acknowledgement and Assignment of Reserved (Excludes Pre-Paid Connections) Equivalent Residential Connections and Corresponding Terms of the Standard Development Agreement
EXHIBIT "J"	Acknowledgement and Assignment of Pre-Paid Connections and Corresponding Terms of the Standard Water, Wastewater and Reclaimed Water Development Agreement
EXHIBIT "K"	Notice of Termination and Partial Release of Standard (Potable Water, Wastewater and Reclaimed Water) Development Agreement Due to Non-Renewal
EXHIBIT "L"	Amendment to Standard (Potable Water, Wastewater and Reclaimed Water) Development Agreement Due to Increase in Capacity Equal to or Less Than Ten Percent (10%) of the Original Capacity Reservation or Ten (10) [ERCs/ERICs], Whichever is Greater
EXHIBIT "M"	Termination and Release of Standard (Potable Water, Wastewater and Reclaimed Water) Development Due to Zoning Denial/Withdrawal
EXHIBIT "N"	Project Close Out Documents
EXHIBIT "O"	Bill of Sale
EXHIBIT "P"	Attachment to Bill of Sale



EXHIBIT "Q"	Property Owner's No Lien Affidavit
EXHIBIT "R"	Instructions and Minimum Requirements for Preparing Easement Documents, Legal Descriptions and Sketches
EXHIBIT "S"	Utility Easements and Consent and Joinder of Mortgagee
EXHIBIT "T"	Instructions for Indemnity Agreement
EXHIBIT "U"	Indemnity Agreement
EXHIBIT "V"	Claim of Lien for Utility Service
EXHIBIT "W"	Public Water Supply Wellsite Easement
EXHIBIT "X"	Standard Potable Water and Wastewater Renewal Agreement
EXHIBIT "Y"	Standard Reclaimed Water Renewal Agreement
EXHIBIT "Z"	Advanced Infrastructure Agreement

[Remainder of page intentionally left blank]

**EXHIBIT "A"**

**St. Lucie County Utilities Project Tracking Document**  
**Application for New Service/Single Family/Multi Family/Commercial**  
Please complete this form and supply all applicable requested information:

Project Name \_\_\_\_\_  
(Please contact SLCU should the name of the project change prior to completion of the project)

Location (physical address) \_\_\_\_\_

Plat \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_

Title Holder of Property: \_\_\_\_\_

**Type of usage:**

Single Family: Water \_\_\_ Sewer \_\_\_ Reuse \_\_\_ Potable water irrigation \_\_\_ Number of Lots \_\_\_ Common areas

Multi Family: Water \_\_\_ Sewer \_\_\_ Reuse \_\_\_ Potable water irrigation \_\_\_ Number of Lots \_\_\_ Common areas

Commercial: Water \_\_\_ Sewer \_\_\_ Reuse \_\_\_ Potable water irrigation \_\_\_ Number of Lots \_\_\_ Common areas

Type of Commercial establishment: \_\_\_\_\_

Will this project be completed in phases? NO \_\_\_\_\_ YES \_\_\_\_\_ If YES, Number of Phases \_\_\_\_\_

Phase 1 No. Units \_\_\_\_\_ Date service required: Water \_\_\_\_\_ Sewer \_\_\_\_\_ irrigation \_\_\_\_\_

Phase 2 No. Units \_\_\_\_\_ Date service required: Water \_\_\_\_\_ Sewer \_\_\_\_\_ irrigation \_\_\_\_\_

Phase 3 No. Units \_\_\_\_\_ Date service required: Water \_\_\_\_\_ Sewer \_\_\_\_\_ irrigation \_\_\_\_\_

Phase 4 No. Units \_\_\_\_\_ Date service required: Water \_\_\_\_\_ Sewer \_\_\_\_\_ irrigation \_\_\_\_\_

**Project contact information:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Company: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax \_\_\_\_\_

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

Submit to St. Lucie County Utilities, 2300 Virginia Avenue, Fort Pierce, FL 34982 along with the following:  
\$300.00 Administration Fee, Legal Description of Property, Four (4) sets of proposed utility plans identifying all onsite and offsite water/sewer/reuse utility infrastructure, Engineer's certified construction cost estimate and Project Location Map  
Irrigation Design Plan and Report

Water Meter Sizes	¾"	1"	1-1/2"	2"	4"	6"	8"	Other
Potable Water Meters Required								
Reuse Water Meters Required								

A title search or title commitment will be required from the Property Owner prior to the preparation of an agreement from St. Lucie County Utilities to provide the requested utility service.

**EXHIBIT "A" CONTINUED**

**UTILITY SERVICE AVAILABILITY STATUS LETTER (example)**

You have requested the St. Lucie County Water and Wastewater Utility District (the "District"), to provide you a utility service availability status letter regarding the District's water and wastewater utility system. You own or control property as generally described on Attachment A to this letter (the "Property"). Your Property lies within the areas of St. Lucie County that may be served by the District. Please note that the provision and availability of utility service by the District is governed by the District's Utility Policies and Procedures, including the Utility Service and Extension Policies and Rate Resolutions, (the "Utility Governing Documents"). The Utility Governing Documents are incorporated in and made a part of this letter and shall control any inconsistencies between this letter and the Utility Governing Documents. Please read the Utility Governing Documents carefully with your legal adviser to understand the process for obtaining a utility service commitment from the District.

This utility service availability letter is intended to provide a non-binding generic statement of the current status of utility service availability in the areas of St. Lucie County that may be served by the District. [If applicable: The District currently has a Bulk Service Agreement with the Fort Pierce Utility Authority (the "FPUA") to provide water supply and treatment and wastewater treatment and disposal utility capacity to the District, as available as determined by the FPUA. The terms of the Bulk Service Agreement are incorporated in and made a part of this letter. FPUA has represented to the District that it currently has in excess of \_\_\_\_ gallons per day of water and wastewater capacity available in its utility system for new customers.]

The District currently has utility lines in the vicinity of your Property as generally described on Attachment B to this letter. At the current time, these utility lines have available capacity.

This letter is not a reservation of utility capacity and may not be relied upon by you as a representation from the District to you as to the availability of utility service to your Property. In order to reserve capacity to serve your Property, you will need to execute a standard developer agreement with the District in accordance with the Utility Governing Documents. The District makes no representation to you that utility plant or line capacity will be available for your Property at the time you request a reservation of utility capacity for your Property or request utility service to your Property. This letter does not bind the District to provide utility service to your Property.

St. Lucie County Water and Wastewater Utility District

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By:

Its: Utility Director, or designee

**EXHIBIT "B"**

***INSTRUCTIONS FOR STANDARD POTABLE WATER, WASTEWATER, AND  
RECLAIMED WATER DEVELOPMENT AGREEMENTS***

After the completed Data Sheet is received by the District, the information reviewed, and ERCs confirmed, a SDA will be provided to the Property Owner.

All of the following instructions must be accurately satisfied to allow the District to accept your SDA for approval. The applicant does not have a service commitment until the SDA is approved and executed by the District and all required fees and charges are paid by the applicant.

**SUBMIT THREE (3) ORIGINAL REDLINES OF THE AGREEMENT, EACH WITH ORIGINAL SIGNATURES ONLY.**

1. Leave the date blank. It will be filled in upon execution by the District.
2. The contracting party **MUST** be the owner of the property included in the SDA.

**SIGNATURE PAGE**

**THIS IS THE MOST IMPORTANT PAGE. IT INDICATES THAT THE CONTRACTING PARTY AGREES WITH ALL THE PROVISIONS OF THE AGREEMENT.**

1. Two different people must witness the Property Owner's signature.
2. If a corporation, please provide the full corporate name and state of incorporation, i.e., SUNSHINE STATE CORPORATION, a Florida corporation.
3. If a corporation, the President or Vice President signing on behalf of the corporation is preferred.
4. If the entity is a Partnership; all partners must sign unless the Partnership Agreement as submitted to the District and indicates otherwise.
5. When signing as an officer of the Partnership, please indicate your title after your name, i.e., Larry Snow, General Partner.
6. The Corporate Seal must also be affixed to the Agreement.
7. In completing the Notary acknowledgment, please make sure your title also appears after your name. If an individual, please strike through any inapplicable language in the acknowledgment. Please indicate if individual is personally known or has furnished identification.
8. Please make certain the Notary affixes their seal and indicates the expiration date of their Commission.
9. Provide a **COMPLETE** legal description of the property to be encumbered by the SDA as Exhibit "A".

**ADDITIONALLY, THE FOLLOWING DOCUMENTS MUST ALSO BE PROVIDED:**

1. Two (2) copies of the legal description and survey which must have been previously certified by a Registered Land Surveyor, in addition to the legal description required for Exhibit "A".
2. For a Corporation, two (2) copies of (a) and (b) of the following items is required:
  - (a) a corporate resolution authorizing the appropriate officer or agent to sign the SDA (one original).
  - (b) a corporate seal must be affixed near the authorized signature on the resolution, described above, as well as on the Agreement.
  - (c) a current officer listing from the Florida Secretary of State (one copy).
3. Two (2) originals of a properly executed mortgagee consent and joinder and form or a letter from an attorney licensed to do business in Florida confirming clear title for any property without a mortgage or lien.
4. Partnership, joint venture, and/or trust agreements, as applicable (two copies).
5. The Mandatory Agreement Payment must accompany the Agreement.
6. Two (2) copies of the owner's recorded warranty deed to the property.
7. A Title Policy for the benefit of the District should be delivered to the District upon conveyance of an easement, where applicable.

**FOR USE IN EXECUTION OF CONSENT OF MORTGAGEE/LIENHOLDER**

1. Fill in exact name(s) of party executing, exactly as on original mortgage, i.e., full corporate name, both husband and wife.
2. Name of parties of mortgage.
3. Date of mortgage.
4. Filing date of mortgage.
5. Book and page of mortgage.
6. Any modification agreements.
7. All parties of mortgagee. (Same as # 1)
8. All parties signatures and/or corporate seals. Need two separate witnesses.
9. Acknowledgment - Fill in date of execution and all names and/or title. Notary's name, affix seal and expiration date of commission.
10. Cross out any inapplicable language in notary acknowledgment.

**EXHIBIT "B" cont.**

**PLEASE CALL TO MAKE AN APPOINTMENT OR RETURN COMPLETED PACKAGE TO:**

**ST. LUCIE COUNTY WATER AND WASTEWATER UTILITY DISTRICT  
UTILITY DIRECTOR  
2300 Virginia Avenue  
Fort Pierce, FL 34982  
(772) 462-1175**

**EXHIBIT "C"**

DATA SHEET FOR ERC/ERIC DETERMINATION

Project Name: \_\_\_\_\_

Developer: \_\_\_\_\_

Owner's Name (Must be exactly as on recorded warranty deed): \_\_\_\_\_  
(Must submit a copy of recorded warranty deed)

Owner's Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Developer's Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Project Location: (Not Street Address): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_

ATTACH A LISTING OF PROPERTY CONTROL NUMBERS (PCN) FOR ALL PROPERTY TO BE COVERED BY THE STANDARD DEVELOPMENT AGREEMENT.

Please check the appropriate spaces and fill in the applicable blanks for your particular project. The information required below is to determine the number of Equivalent Residential Connections (ERCs) for use in the Standard Development Agreement and to correspond with information provided on your plans.

A SITE PLAN MUST BE SUBMITTED SHOWING APPROXIMATE BUILDING AREAS AND FEATURES.

The above project is: \_\_\_\_\_ Non-Residential \_\_\_\_\_ Residential \_\_\_\_\_ Mixed Use  
Type of service: \_\_\_\_\_ Potable Water \_\_\_\_\_ Wastewater \_\_\_\_\_ Reclaimed Water

I. If Non-Residential: Total square footage is \_\_\_\_\_

Below, please check applicable non-residential uses for your project:

Beauty/Barber Shops \_\_\_\_\_ Sq. footage \_\_\_\_\_ Meter size \_\_\_\_\_

Laundromat \_\_\_\_\_ Sq. footage \_\_\_\_\_ Meter size \_\_\_\_\_

Gas/Service Station \_\_\_\_\_ Sq. footage \_\_\_\_\_ Meter size \_\_\_\_\_

Car Wash \_\_\_\_\_ Yes \_\_\_\_\_ No

Hospital \_\_\_\_\_ # of beds \_\_\_\_\_ Sq. footage \_\_\_\_\_ Meter size \_\_\_\_\_

Hotel/Motel \_\_\_\_\_ # of rooms \_\_\_\_\_ Sq. footage \_\_\_\_\_ Meter size \_\_\_\_\_

Nursing Home \_\_\_\_\_ # of beds \_\_\_\_\_ Sq. footage \_\_\_\_\_ Meter size \_\_\_\_\_

Office Building \_\_\_\_\_ Sq. footage \_\_\_\_\_ Meter size \_\_\_\_\_

Food Service \_\_\_\_\_ Sq. footage \_\_\_\_\_ Meter size \_\_\_\_\_

(i.e., bars, restaurants, etc.)

Boarding School \_\_\_\_\_ Sq. footage \_\_\_\_\_ Meter size \_\_\_\_\_

Day School \_\_\_\_\_ Sq. footage \_\_\_\_\_ Meter size \_\_\_\_\_

Factory \_\_\_\_\_ Sq. footage \_\_\_\_\_ Meter size \_\_\_\_\_

(process water requirements)

General Commercial \_\_\_\_\_ Sq. footage \_\_\_\_\_ Meter size \_\_\_\_\_

Movie Theater/Auditorium \_\_\_\_\_ Sq. footage \_\_\_\_\_ Meter size \_\_\_\_\_

Religious Institution \_\_\_\_\_ Sq. footage \_\_\_\_\_ Meter size \_\_\_\_\_

Warehouse \_\_\_\_\_ Sq. footage \_\_\_\_\_ Meter size \_\_\_\_\_

(mini-warehouse, dead storage)

Warehouse \_\_\_\_\_ Sq. footage \_\_\_\_\_ Meter size \_\_\_\_\_

(bulk inventory, supply)

Warehouse \_\_\_\_\_ Sq. footage \_\_\_\_\_ Meter size \_\_\_\_\_

(office-commercial, subdivision)

Other \_\_\_\_\_ Sq. footage \_\_\_\_\_ Meter size \_\_\_\_\_

**II. If Residential:**

1. Number of dwelling units: \_\_\_\_\_  
individual or master meters: \_\_\_\_\_ Sizes of meter(s): \_\_\_\_\_

2. Clubhouse: \_\_\_\_\_ Yes \_\_\_\_\_ No Size of meter: \_\_\_\_\_  
If more than 1, how many? \_\_\_\_\_

3. Restaurant (banquet hall) Sq. footage \_\_\_\_\_

4. Guardhouse: \_\_\_\_\_ Yes \_\_\_\_\_ No Size of meter: \_\_\_\_\_  
If more than 1, how many? \_\_\_\_\_

5. Restroom facilities: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Size of meter: \_\_\_\_\_  
If more than 1, how many? \_\_\_\_\_

**III. If Reclaimed Water or Commercial Irrigation Meter:**

1. Landscaping and Watering Plans

**IV. Other uses or comments:**

\_\_\_\_\_  
\_\_\_\_\_



I, \_\_\_\_\_, the undersigned, \_\_\_\_\_ (Title) of  
\_\_\_\_\_ (Developer/Owner/Agent)

hereby affirm the truth to the above statement and calculations to the best of my knowledge.

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

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



ERC Calculation by the District: \_\_\_\_\_ ERCs \_\_\_\_\_ Area # or GI \_\_\_\_\_  
By: \_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT "D"**

**CORPORATE RESOLUTION**

The undersigned \_\_\_\_\_,  
OFFICER'S NAME

as \_\_\_\_\_ of \_\_\_\_\_, a  
TITLE OF OFFICER CORPORATION NAME

\_\_\_\_\_ corporation, hereby certifies that at a special meeting of the Board of Directors of said corporation, which was duly called and held on the \_\_\_\_\_ day of \_\_\_\_\_; with a quorum present and voting, the following resolution was enacted and is still in full force and effect:

"RESOLVED that \_\_\_\_\_, as \_\_\_\_\_, of said Corporation is authorized, empowered and directed to execute the Standard Water, Wastewater and Reclaimed Water Development Agreement(s) and all necessary related document(s), easement(s), assignment(s), transfer(s), amendment(s), or indemnity agreement(s) thereto pertaining to potable water, wastewater and/or reclaimed water between \_\_\_\_\_ and the St. Lucie County Water and Wastewater Utility District.

I further certify that the foregoing resolution is in conformity with the Articles of Incorporation and the By-laws of the corporation and that there are no provisions in said Articles of Incorporation or By-laws which limit the power of the Board of Directors to enact the foregoing resolution or grant the authority expressed therein.

I further certify that this corporation is in good standing with all license, income and franchise taxes paid, and no proceeding for the dissolution or liquidation of this corporation is in effect.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (SEAL)

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

\_\_\_\_\_  
Corporate Title

\_\_\_\_\_  
Typed or Printed Name

**EXHIBIT "E"**

**CONSENT AND JOINDER OF MORTGAGEE/LIENHOLDER**

\_\_\_\_\_, a \_\_\_\_\_ Corporation, existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Florida, hereby certifies that it is the mortgage / lienholder under a mortgage from \_\_\_\_\_, a \_\_\_\_\_ corporation, dated \_\_\_\_\_, filed \_\_\_\_\_, and recorded in Official Record Book \_\_\_\_\_, Page \_\_\_\_\_, as modified by Mortgage Modification Agreement dated \_\_\_\_\_, filed \_\_\_\_\_ and recorded in Official Record Book \_\_\_\_\_, Page \_\_\_\_\_, all in the Public Records of St. Lucie County, Florida, and hereby consents to and joins in the execution of the Standard Water, Wastewater and Reclaimed Water Agreement between St. Lucie County Water and Wastewater Utility District and \_\_\_\_\_, for the provision of potable water, wastewater, and reclaimed water service to the property described in **Exhibit "A"** to the Agreement (the "SDA") and further consents to and joins in the granting of utility easements to the St. Lucie County Water and Wastewater Utility District as provided for in the aforesaid SDA with St. Lucie County Water and Wastewater Utility District.

\_\_\_\_\_, as mortgagee aforesaid, consents to the recording, in the Public Records of St Lucie County, Florida, of the SDA.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSES:

\_\_\_\_\_ a  
Print Name: \_\_\_\_\_ authorized to do  
\_\_\_\_\_ business in the State of Florida.

Print Name:

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

Its. \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

**NOTARY CERTIFICATE**

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, of \_\_\_\_\_ a \_\_\_\_\_.  
He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed, Printed, or Stamped Name of Notary

\_\_\_\_\_  
Serial Number

**EXHIBIT "F"**

Prepared by and Return to  
St. Lucie County Water and Wastewater Utility District  
Attn: District Utility Director  
2300 Virginia Avenue  
Fort Pierce, FL 34982

**STANDARD POTABLE WATER, WASTEWATER AND RECLAIMED WATER  
DEVELOPMENT AGREEMENT (SDA)**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between St. Lucie County Water and Wastewater Utility District, hereinafter referred to as "Utility", and \_\_\_\_\_ [ADD ENTITY DATA], hereinafter referred to as "Property Owner".

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

**WHEREAS**, Property Owner owns property located in St. Lucie County, Florida, and as more fully described in **Exhibit "A"**, attached hereto and made a part hereof and hereinafter referred to as "Property", whereupon Property Owner has or is about to develop the Property by erecting thereon residential and/or non-residential improvements and desires to secure the provision of water, wastewater and/or reclaimed water utility service to the Property; and

**WHEREAS**, Property Owner acknowledges that execution of this Agreement by Utility does not confer nor grant any land use, zoning or site plan approvals for the Property, nor does it assure or guarantee Property Owner that Property Owner has or will be able to obtain land use, zoning or site plan approvals for or be able to construct on the Property the number of ERCs for which Property Owner has voluntarily elected to reserve utility capacity under this Agreement.

**NOW THEREFORE**, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Property Owner and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
  - (a) "USP" - the Utility Service Policy for water, wastewater and reclaimed water service by the Utility, as may be amended from time to time, which is incorporated herein by reference;
  - (b) "UEP" – the Utility Extension Policy for water, wastewater and reclaimed water service by Utility, as may be amended from time to time, which is incorporated herein by reference.

- (c) "UPAP" – the Utility Extension Policy, Utility Service Policy, the Utility Rate Tariff, and other policies and procedures adopted by the St. Lucie County (Utility), as may be amended from time to time, which is incorporated herein by reference.
  - (d) "Service" - the readiness and ability on the part of Utility to furnish potable water and reclaimed water to and to collect wastewater from the Property;
  - (e) "Point of Service" - generally, the point where the pipes or meters of Utility are connected with pipes of the Property Owner as further defined in the UPAP;
  - (f) "Equivalent Residential Connection (ERC)" - a system capacity equivalency unit which corresponds to the peak demand of the single-family residential category of Customer usage. This system capacity equivalency unit is utilized to establish the system demand for various sized connections for the purpose of assessing fees;
  - (g) "Equivalent Residential Irrigation Connection (ERIC)" - a system capacity equivalency unit which corresponds to the peak demand for reclaimed water irrigation use by a single-family residential user. This system capacity equivalency unit is utilized to establish the system demand for various sized connections for the purpose of assessing fees
  - (h) "Service Initiation" - the date a potable water meter is set or a wastewater connection is made for a customer;
  - (i) "Guaranteed Revenue Fee" or "Guaranteed Revenues" - the mandatory fee paid by all customers designed to recover the carrying costs of system capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include a portion of the fixed operating and renewal and replacement expenses necessary to maintain excess system capacity for future use.
  - (j) "Total Accrued Amount (TAA)" - A TAA represents accrued Guaranteed Revenue Fees payable at the time of execution of this Agreement for all ERC's reserved.
  - (k) "Standard Development Renewal Agreement (SDRA)" – an agreement between Utility and the Property Owner extending the capacity reservation for unused ERCs in a Standard Development Agreement for an additional five (5) years.
  - (m) "Utility Facilities" - water, wastewater and reclaimed water facilities, including, but not limited to, mains, pipes, lines, pump stations, lift stations, hydrants, laterals, meters, valves, storage tanks, meter boxes, telemetry equipment, wells, signs, and SCADA systems, whether above ground, below ground or at grade level.
3. Property Owner hereby acknowledges that pursuant to Chapter 153, Part II, Florida Statutes, Utility has exclusive right and privilege to construct, own, maintain, operate, replace, add to and expand the Utility's Utility Facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats. Utility covenants that it attempt to ascertain easement locations; however, should Utility install any of its Utility Facilities outside a dedicated easement area, Property Owner covenants and agrees that Utility will not be required to move or relocate any facilities lying outside a dedicated easement area as long

as the facilities do not unreasonably interfere with the then or proposed use of the area in which the facilities have been installed. Property Owner hereby further acknowledges that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility requests for the maintenance, operation, repair, replacement, addition to or expansion of the Utility Facilities; that in the event Utility is required or desires to install any of its Utility Facilities in lands within the Property lying outside the streets and easement areas described above, then Property Owner or the successor owner(s), as applicable, shall grant to Utility, without cost or expense to Utility, the necessary easement or easements for such installation; provided, all such installations by Utility shall be made in such a manner as not to unreasonably interfere with the then primary use of such Property. Property Owner or the successor owner(s), as applicable, shall obtain written approval from Utility prior to installing any structure or object, including, but not limited to, fences, gates, signs, trees, foundations, patios or poles, within an easement area. In consideration of Utility's consent to an encroachment, Property Owner or the successor owner(s), as applicable, shall agree to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility or the removal or destruction of such encroachment as required by Utility. In the event Utility determines that it is necessary to construct, maintain, repair, remove or replace any of its facilities located under, over or upon an easement, Property Owner or the successor owner(s) of the portion of the Property affected shall immediately remove the encroachment from the easement upon the request of Utility at Property Owner's or the successor(s), as applicable, sole cost and expense. If Property Owner or the successor(s), as applicable, fails to remove the encroachment, Utility shall have the right to remove the encroachment from the easement. Property Owner or the successor(s), as applicable, shall pay all costs related to removing the encroachment from the easement incurred by Utility.

Property Owner, as further consideration to Utility for this Agreement, and in order to effectuate the foregoing grants to Utility, hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Utility, as follows:

Pursuant to Chapter 153, Part II, Florida Statutes, Utility, or its successors, has the sole and exclusive right to provide all potable water, wastewater and reclaimed water services to the Property described in **Exhibit "A"**. All occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall exclusively receive their potable water and wastewater service from the aforesaid Utility and shall pay for the same and shall abide by the terms and intent of this Agreement, and the UPAP, for as long as the aforesaid Utility provides such services to the Property. Further, all occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the Property, or any portion thereof, agree, by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use potable water, wastewater and reclaimed water service from any source other than that provided by Utility. Further, all occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the Property, or any portion thereof, agree that Utility may require them to purchase and use a

volume of reclaimed water equal to eighty percent (80%) of the volume of wastewater discharged from the Property on an equivalent average basis as determined by the Utility.

Any water well or water source used solely to supplement irrigation water supply for the Property is excluded from this restriction except to the extent the Property is required to utilize reclaimed water from Utility equal to eighty percent (80%) of the volume of wastewater discharged from the Property.

Further, in order to give an additional and supplementary notice to all the future Property Owners of any of the Property of the rights of Utility to provide the Property with potable water, wastewater and reclaimed water facilities and services, the Property Owner hereby covenants and agrees to have the above restrictive covenant or its equivalent included in the general subdivision restrictions and any plats of the Property and to place the same of record in the Public Records of St. Lucie County, Florida.

4. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the Property Owner, and subject to completion of the Utility Facilities necessary to serve the Property, Utility covenants and agrees that it will allow the connection of the Utility Facilities installed by Property Owner to the Utility Facilities of Utility in accordance with the terms and intent of this Agreement and the UPAP. Such connection shall be in accordance with rules, and regulations of the State, the UPAP, and other governmental agencies having jurisdiction over the utility operations of Utility. Property Owner shall connect the Property to the Utility reclaimed water distribution system in accordance with the reclaimed water requirements set forth in the UPAP.
5. Property Owner is required to pay the TAA in order to support Utility's investment in utility facilities, as well as the fixed costs of maintaining such facilities and the unused capacity for the benefit of Property Owner as provided in the UPAP. The initial and continuing payment of TAAs is an essential component of the consideration to Utility for providing utility service to the Property. Property Owner agrees and acknowledges that the TAA is not an impact fee.
6. The Term of this Agreement is five (5) years. Upon receipt of payment of the Connection Fees and the TAA due upon execution of this Agreement, Utility agrees to initiate the provision of water and wastewater utility service for \_\_\_\_\_ ERCs and \_\_\_\_ ERICs for Property Owner during the Term of the Agreement. Property Owner may extend the Term of this Agreement for additional five (5) year terms, by execution of a Term Extension Agreement to be recorded against the Property, payment of a TAA meeting the then current requirements of the UPAP, curing any then existing defaults by Property Owner under the then existing Agreement, and payment of any additional fees required under UPAP. This Agreement shall terminate automatically at the end of a Term, if not extended in accordance with the UPAP, and Property Owner agrees that Utility may record a termination of this Agreement in the event Property Owner has not renewed the Agreement. The termination shall extinguish all duties and obligations of Utility to property Owner under this Agreement, including but not limited to the reservation of capacity or obligation to provide utility service to any ERCs and ERICs not connected to the Utility facilities at the time of termination, but shall not affect utility service to any customers who have connected to the Utility facilities and established a customer agreement with Utility as of the date of termination of this Agreement, whose utility service shall be governed by the USP. The

duties, obligations and acknowledgements of Property Owner as set forth in Paragraphs 3, 5, 7, 8, 9, 10, 13, 14 and 16 of this Agreement shall survive termination of this Agreement.

7. Property Owner will construct up to the Point of Service to Utility, at no cost to Utility, the on-site potable water distribution, on-site wastewater collection, and on-site reclaimed water distribution systems up to Property Owners reclaimed water storage facilities (not including on-site water reclaimed water distribution facilities on the consumer side of the discharge to the reclaimed water storage facilities) referred to herein and such off-site Utility Facilities as determined necessary by District to be constructed by Property Owner to connect Property Owner's on-site Utility Facilities to Utility's Utility Facilities (all such on-site and off-site facilities referred to in this paragraph collectively as "Property Owner Facilities"). Upon compliance of said Property Owner Utility Facilities with the requirements of this Agreement and the UPAP for turnover of facilities, Utility agrees to accept ownership of the Property Owner Facilities for operation. Property Owner shall cause to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida, showing the Property Owner Facilities. Utility will advise Property Owner's engineer of any facility and sizing requirements as mandated by the UPAP. Such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Utility concurrent with or prior to submission of plans for the first phase. All such plans and specifications, including hard copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Property Owner shall cause to be constructed, at Property Owner's expense, the Property Owner Facilities as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied by Utility to cover the cost of plan review and inspection. No connections of ERCs or ERICs will be allowed until Property Owner has complied with the requirements of this Section.

The Property Owner shall also be required to pay the fees on **Exhibit B** to this Agreement.

During the construction of the Property Utility Facilities , Utility may from time to time inspect such installations to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to direct the Property Owner, at the Property Owner's expense, to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the approved plans and specifications and the UPAP. Inspection by Utility shall in no way relieve the Property Owner of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and electronic media, shall be submitted to Utility upon completion of construction. Property Owner shall be required to re-install any Property Owner Facilities which do not meet the requirements of the UPAP or approved plans and specifications.

Property Owner hereby agrees to transfer or cause the transfer to Utility title to all Property Owner Facilities at no cost to Utility. Such conveyance is to take effect without further action upon the written acceptance by Utility of the said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Property Owner shall convey or cause to be conveyed to Utility by Bill of Sale in a form provided in the UEP the complete Property Owner Facilities as approved by



Utility, along with documentation of Property Owner's costs of construction and Property Owner's No Lien Affidavit, in form provided in the UEP. Subsequent to construction of the Utility Facilities and prior to receiving a meter(s) from Utility, Property Owner shall convey to Utility all easements and/or rights-of-way covering areas in which Utility Facilities are located by a recordable document in a form supplied by Utility. All conveyance of non-platted easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of:

- \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement); and
- \$50,000.00 for a Utility-owned pump stations, wastewater lift station or other non-line facilities (if not constructed within an existing utility easement).

Said title policy shall confirm the grantor's rights to convey such easements or rights-of-way, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. Utility's acceptance of the Property Owner Facilities installed by Property Owner shall be in accordance with the provisions as set forth in the UPAP, provided acceptance by Utility shall not relieve Property Owner from its obligations under this Agreement. All installations by Property Owner or its contractor shall be warranted for one (1) year (or five (5) years in the case of lift station pumps and motor assemblies) from date of final acceptance by the District of the last component of the Utility Facilities to be installed. Mortgagees holding liens on such properties shall be required to release such liens, subordinate their position, or join in the granting of the easements or rights-of-way. All Property Owner Facilities shall be located within an easement if not located within platted or dedicated rights-of-way.

The timely and continued payment by Property Owner of all fees in accordance with the terms set forth herein shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. The construction and transfer of ownership of the Utility Facilities does not and will not result in Utility waiving or offsetting any of its fees, rules or regulations. Property Owner shall not have any present or future right, title, claim, or interest in and to the Utility Facilities transferred to or owned by Utility.

8. Upon submission of this Agreement, Property Owner, at his expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property. Any mortgagee or lien holder having an interest in the Property shall be required to execute a Consent and Joinder of Mortgagee/Lienholder in the form as provided in the UEP. A Property Owner must submit either a title policy or a letter from an attorney licensed to do business in Florida confirming that either there is no mortgage or lien on the property or any mortgage or lien holder has properly executed a Consent and Joinder of Mortgagee/Lienholder. The title policy or letter must be issued within thirty (30) days of submittal of the SDA, or else Utility may terminate this Agreement.
9. Property Owner acknowledges with Utility that all Utility Facilities conveyed to Utility for use in connection with providing potable water, wastewater and reclaimed water service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and no entity owning any part of the Property or any residence or building constructed or located thereon, will have any right, title, claim or interest in and to such facilities, or any part of them, for any purpose.

10. Notwithstanding any provision in this Agreement, pursuant to Chapter 153, Part II, Florida Statutes, Utility may establish, revise, modify and enforce rules, regulations and fees covering the provision of potable water, wastewater and reclaimed water service to the Property. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Property Owner, upon any other entity holding by, through or under Property Owner, and upon any Customer of the potable water, wastewater and reclaimed water service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities.
11. Property Owner or its assignee shall not have the right to and shall not connect any Property Owner Facilities or ERCs or ERICs to the Utility Facilities of Utility until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation and maintenance of all improvements beyond the Point of Service shall be the sole cost and expense of the Property Owner, upon any other entity holding by, through or under Property Owner, and upon any Customer of the potable water, wastewater and reclaimed water service provided to the Property.
12. This Agreement runs with the land and is unique to the Property. This Agreement may not be assigned without the prior written consent of Utility, and may only be assigned to a successor in interest of Property Owner to the Property. As a consequence of the unique nature of providing for utility service to the Property, no part of this Agreement may be assigned separately from the whole of the Agreement. Notwithstanding the above, Utility may permit Property Owner to allocate the ERCs or ERICs to particular parcels or units on the Property on forms set forth in the UPAP.
13. All notices provided for herein shall be in writing and transmitted by mail or by courier and, if to Property Owner shall be mailed or delivered to Property Owner at:

With a copy to:

and if to Utility, shall be mailed to Utility at:

St. Lucie County Water and Wastewater Utility District  
Utility Director  
2300 Virginia Ave., Annex  
Fort Pierce, Florida 34982

With a copy to:

St. Lucie County Attorney  
2300 Virginia Avenue  
Fort Pierce, Florida 34982

14. During the Term of this Agreement, the rights, privileges, obligations and covenants of Property Owner and Utility shall not be terminated by the turnover of any portion of the Property Owner Facilities to Utility with respect to Property Owner completing the remaining portions of the Property Owner Facilities and provision of utility services to any phased area and to the Property as a whole.
15. Unless Property Owner is requesting additional capacity for the property described in **Exhibit “A”**, this Agreement shall supersede, null and void, all previous agreements or representations, either verbal or written, heretofore in effect between Property Owner and Utility, made with respect to the matter herein contained, and when duly executed, constitutes the entire agreement between the Property Owner and Utility. No additions, alterations or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. Property Owner acknowledges that staff and employees of Utility have no authority to bind Utility or agree to any additions, alterations or variations of terms of this Agreement or the UPAP, which can only be added to, altered or varied by the St. Lucie County Commission sitting as the District governing board. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement shall lie in St. Lucie County, Florida.
16. Special Conditions:
  - a. Utility shall attempt to provide water, wastewater or reclaimed water capacity for the Property by \_\_\_\_\_, 20\_\_, in accordance with Property Owner’s development time schedule. Property Owner acknowledges that due to environmental permitting, securing of plant and line siting rights, public procurement processes, financing requirements, budget constraints, force majeure events and construction schedules, the timing of provision of capacity to the Property is an estimate only and cannot be guaranteed by Utility. Property Owner represents to Utility that Property Owner is not relying upon the estimate of time set forth above, and that Utility shall not be responsible for any damages, whether direct, indirect, special or consequential, incurred as a result of, arising out of or related to Utility’s inability to provide capacity to the Property in accordance with Property Owner’s development time schedule.
  - b. [Optional Provision] Utility does not currently have any reclaimed water capacity available for service to the Property. Until such time as Utility is able to provide reclaimed water capacity to the Property, Property owner may secure an alternative irrigation source for the Property. At such time as Utility has reclaimed water sufficient to serve the Property, Utility shall provide Property Owner written notice of such availability, and within ninety (90) days thereafter, Property Owner shall connect to Utility’s reclaimed water facilities and discontinue utilizing the alternative irrigation water source to the extent of the reclaimed water capacity provided by Utility.
  - c. [Optional Provision]
    - (i) As a substitute for Property Owner’s payment of Connection Fees and the TAA due upon execution of this Agreement, and/or construction of Property Owner’s Utility Facilities obligation, Property Owner requests Utility to levy against the Property a voluntary capital project assessment (“Capital Project Assessment”) as defined in Section 197.3632, Florida Statutes, as amended from time to time (“Assessment Statute”) for the purpose of

constructing utility infrastructure necessary to provide utility service to the Property, to be levied by Utility against the Property upon execution of this Agreement. The total Capital Project Assessment amount to be levied shall initially equal \$\_\_\_\_\_ (“Estimated Assessment Amount”). The Estimated Assessment Amount includes the costs to be incurred by Utility to create and administer the Capital Project Assessment program and secure project finance (the “Assessment Administrative Costs”). Property Owner acknowledges and agrees that the Capital Project Assessment provides a special benefit to the Property, and that the value of such special benefit exceeds the amount of the Estimated Assessment Amount.

(ii) Property Owner acknowledges that Utility intends to utilize the uniform method of collecting the Capital Project Assessment as provided in the Assessment Statute (“Uniform Method”) and that failure to pay the Capital Project Assessment will cause a tax certificate to be issued against the Property which may result in a loss of title. Property Owner understands that it has the right to notice of a public hearing on the Capital Project Assessment, the right appear at a hearing before the County Commission and to file written objections, and other notice and due process rights as a property owner prior to final levy and adoption of a Capital Project Assessment, as provided by the Assessment Statute (“Assessment Rights”). Property Owner knowingly, and with full knowledge of such rights, and after consultation with legal counsel, waives such Assessment Rights, provided, however, Property Owner retains all rights as a property owner provided in Chapter 197, Florida Statutes, with respect to the payment and collection of a Capital Project Assessment. Utility retains the right to collect the Capital Project Assessment by means other than the Uniform Method. Property Owner further acknowledges and agrees that Utility may record a Capital Project Assessment lien against the Property. Property Owner acknowledges and agrees that the Capital Project Assessment may be increased to reflect the actual cost of the Capital Project if in excess of the estimated cost.

(iii) The Capital Project Assessment and Utility’s obligation to construct or have constructed the utility infrastructure needed to provide utility service to Developer’s Property is conditioned upon the ability of Utility to borrow the Estimated Assessment Amount in a non-recourse financing secured solely by the Capital Project Assessment with no other pledge of security by Utility, with an interest rate, payment terms, and other conditions satisfactory to a lender (“Lender”) and Utility (the “Assessment Financing”).

(iv) In the event that Utility is not able to secure and close an Assessment Financing within ninety (90) days of execution of this Agreement, then Utility shall not levy the Capital Project Assessment and Property Owner shall have the option of paying Utility the Estimated Assessment Amount as a condition to Utility constructing the required utility infrastructure and providing utility service to the Property or delaying the provision of utility service to the Property until funding for the utility infrastructure has been obtained, or terminating this Agreement. Utility’s best efforts estimate of the time required to construct the utility infrastructure and provide utility service to the Property as set forth in subsection a. above, shall be extended by such additional time that it may take for Property Owner to pay the Estimated Assessment Amount to Utility.

(d) [Optional Provision]

(i) As a substitute for Property Owner’s cash payment of Connection Fees and TAA due upon execution of this Agreement, Property Owner request to enter into the following term cash payment program.

(ii) Property Owner has provided Utility the schedule set forth below of its best estimate of the number of ERCs that it anticipates will be constructed on the Property and the timing for their connection to the Utility System. Utility has structured a financing of the construction of its Utility Facilities necessary to provide service to the Property based upon the receipt of the required Connection Fees, TAA and financing charges when these ERCs connect to the Utility System. To guarantee to Utility that the ERCs set forth on the schedule below meet the connection schedule and that Property Owner makes payment to Utility of the required Connection Fees, TAA and financing charges Property Owner hereby agrees to provide Utility a backup funding source acceptable to Utility in the event that the minimum number of connections of ERCs to Utility's facilities per quarter (Minimum Quarterly Requirement) set forth in the schedule below and the payment of Connection Fees, TAA and financing charges for such ERCs do not occur:

Minimum Number of ERCs	Amount of Connection Fees and TAA and Financing Costs Due	Date by Which Connection Required
Total ERCs		Total Amount

Any connections made to the Utility System shall be credited towards the Minimum Quarterly Requirements. Any connections made to the Utility System in excess of a given Minimum Quarterly Requirement shall be carried over and applied to the next Minimum Quarterly Requirement.

In the event that Utility reasonably determines that a given Minimum Quarterly Requirement will not be met by the Date of Required Connection, Utility shall provide Property Owner with written notice of the ERC shortfall anticipated (an "ERC Shortfall"). Upon receipt of the written notice, Property Owner shall pay Utility Connection Fees and TAA for the number of ERCs in the ERC Shortfall written notice (a "Shortfall Payment"). Shortfall Payments shall be payable by Property Owner to Utility on or before the Date of Required Connection for the given Minimum Quarterly Requirement.

To secure the payment of Shortfall Payments above, upon execution of this Agreement by Utility, Property Owner shall deliver to Utility, a Letter of Credit in the aggregate amount of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_). "Letter of Credit" means an irrevocable standby letter of credit in form and substance satisfactory to Utility, that is delivered to and issued for the benefit of Utility by a United States financial institution acceptable to Utility to secure the obligations of Property Owner under this Section 16(d), and that provides for indefinite annual automatic renewals, unless Utility receives written notice from the issuer of the Letter of Credit no less than sixty (60) days prior to the Letter of Credit's then applicable expiration date of issuer's election not to renew the Letter of Credit. Property Owner, Utility and the issuer may, from time to time, agree to cancel the letter of credit, provided that another United States financial institution acceptable to Utility is irrevocably committed to issue another irrevocable standby letter of credit in form and substance satisfactory to Utility in its sole and absolute discretion or some other form of credit enhancement ("Credit Enhancement") is delivered to Utility. Notwithstanding anything in this Section 16(d) to the contrary, Utility may draw fully on any Letter of Credit on its expiration date unless such Letter of Credit has been extended or replaced by another

Credit Enhancement as set forth above. The Letters of Credit, and any subsequent Credit Enhancements securing the obligations of Property Owner to Utility shall at all times be in an amount greater than or equal to the outstanding Connection Fees and TAA owed by Property Owner to Utility under this Agreement.

In the event that Property Owner does not make a Shortfall Payment as required above on or before the Date of Required Connection, then the Utility, or Utility's trust designee, is authorized, without notice, to draw on the Letter of Credit or substitute Credit Enhancement (a "Shortfall Withdrawal"), an amount equal to the Shortfall Payment. A default in the receipt of payment shall be grounds for Utility to terminate the Agreement.

Upon payment by Property Owner to Utility of a Minimum Monthly Requirement, Property Owner may, with the written acknowledgement of Utility that said payment was received, request the issuer of the Letter of Credit reduce the aggregate amount of the Letter of Credit by the amount of the payment of the Minimum Monthly Requirement acknowledged by Utility. Upon satisfaction by Property Owner of all of its Minimum Quarterly Requirements, Utility shall cancel and return the Letter of Credit to Property Owner.

(iii) Utility's obligation to construct or have constructed the utility infrastructure needed to provide utility service to Property Owner's Property is conditioned upon the ability of Utility to borrow the total amount of \$\_\_\_\_\_ in a non-recourse financing secured solely by Property Owner's obligation under this Section 16(d) and Letter of Credit with no other pledge of security by Utility, with an interest rate, payment terms, and other conditions satisfactory to a lender ("Lender") and Utility (the "LOC Financing").

(iv) In the event that Utility is not able to secure and close an LOC Financing within sixty (60) days of execution of this Agreement, then Property Owner shall have the option of paying Utility the total amount of \$\_\_\_\_\_ as a condition to Utility constructing the required utility infrastructure and providing utility service to the Property, or delaying the provision of utility service to the Property until funding for the utility infrastructure has been obtained. Utility's best efforts estimate of the time required to construct the utility infrastructure and provide utility service to the Property as set forth in Section 16(a) above, shall be extended by such additional time that it may take for Property Owner to pay the total amount of \$\_\_\_\_\_ to Utility.

[remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, Property Owner and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**ST. LUCIE COUNTY WATER AND WASTEWATER UTILITY DISTRICT:**

By: \_\_\_\_\_  
County Administrator

Approved as to Form and Correctness:

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

**WITNESSES:**

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

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

**PROPERTY OWNER:**

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

\_\_\_\_\_

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

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

**NOTARY CERTIFICATE**

**STATE OF FLORIDA**  
**COUNTY** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, on behalf of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed, Printed, or Stamped Name of Notary Public  
Serial Number \_\_\_\_\_

**JOINDER AND CONSENT OF MORTGAGEE**

\_\_\_\_\_, being the holder of that certain mortgage dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and recorded the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, in Official Record Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Public Records of St. Lucie County, Florida, hereby consents and subordinates its mortgage to the utility easements contemplated in the forgoing Standard Potable Water, Wastewater and Reclaimed Water Development Agreement.

WITNESSES:

**MORTGAGE HOLDER:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**NOTARY CERTIFICATE**

**STATE OF FLORIDA**  
**COUNTY** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, of \_\_\_\_\_, , on behalf of the \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed, Printed, or Stamped Name of Notary Public  
Serial Number \_\_\_\_\_



**Exhibit "A"**

**PROPERTY DESCRIPTION**

**Exhibit B**

**SCHEDULE OF FEES**

CONNECTION CHARGES:

\_\_\_\_\_ ERC's x \$\_\_\_\_-.00 per ERC \$ \_\_\_\_\_  
(\*AMOUNT DUE UPON EXECUTION OF AGREEMENT)

GUARANTEED REVENUE FEES:

TAA \_\_\_\_\_ ERC's x \$\_\_\_\_\_ per ERC \$ \_\_\_\_\_  
(\*AMOUNT DUE UPON EXECUTION OF AGREEMENT)

DOCUMENT RECORDING FEE: (\_\_\_PAGES) \$ \_\_\_\_\_  
(\$10.00 first page/\$8.50 additional)  
(\*AMOUNT DUE UPON EXECUTION OF AGREEMENT)

PLAN REVIEW FEE: TBD  
(\*MINIMUM OF 2% CONSTRUCTION COSTS  
DUE UPON EXECUTION OF AGREEMENT, WITH ACTUAL  
ADDITIONAL COST PAYABLE PRIOR TO REGULATORY SIGN-OFF)

INSPECTION FEES: TBD  
(\*MINIMUM OF 1½% OF THE ENGINEER'S CERTIFIED  
CONSTRUCTION COST ESTIMATE DUE UPON EXECUTION  
OF AGREEMENT WITH ACTUAL ADDITIONAL  
AMOUNT DUE PRIOR TO REGULATORY SIGN-OFF)

ADMINISTRATION FEE: \$ \_\_\_\_\_  
(\*MINIMUM OF \$\_\_\_\_\_ DUE UPON EXECUTION  
OF AGREEMENT, WITH ACTUAL COST PAYABLE  
PRIOR TO REGULATORY SIGN-OFF)

WATER METER/BACKFLOW CHARGE: TBD  
(TO BE PAID PRIOR TO METER SET FOR EACH USER:  
UTILITY WILL REQUIRE RADIO-READ WATER METERS  
FOR ALL METER SETS WITHIN THE PROPERTY)

WATER SECURITY DEPOSIT: TBD  
(TO BE PAID PRIOR TO METER SET FOR EACH USER)

WASTEWATER SECURITY DEPOSIT: TBD  
(TO BE PAID PRIOR TO METER SET FOR EACH USER)

RECLAIMED WASTER SECURITY DEPOSIT: TBD  
(TO BE PAID PRIOR TO METER SET)

**TOTAL DUE UPON EXECUTION OF AGREEMENT\*** \$ \_\_\_\_\_

*Note: Fees may be adjusted from time to time based on current resolutions.*

**EXHIBIT "G"**

Prepared by and Return to  
St. Lucie County Water and Sewer Utility District  
Attn: District Utility Director  
2300 Virginia Avenue  
Fort Pierce, FL 34982

**STANDARD RECLAIMED WATER DEVELOPMENT AGREEMENT (SRDA)**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between St. Lucie County Water and Wastewater Utility District, hereinafter referred to as "Utility", and \_\_\_\_\_, hereinafter referred to as "Property Owner".

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

**WHEREAS**, Property Owner owns property located in St. Lucie County, Florida, and as more fully described in **Exhibit "A"**, attached hereto and made a part hereof and hereinafter referred to as "Property", whereupon Property Owner has developed the Property by erecting thereon residential and/or non-residential improvements and desires to secure the provision of reclaimed water utility service for discharge to one or more ponds located on the Property (the "Pond" or "Ponds"), as more fully described in Exhibit "A"; and

**WHEREAS**, Property Owner acknowledges that execution of this Agreement by Utility does not confer nor grant any land use, zoning or site plan approvals for the Property, nor does it assure or guarantee Property Owner that Property Owner has or will be able to obtain land use, zoning or site plan approvals for or be able to construct on the Property the number of ERC's for which Property Owner has voluntarily elected to receive reclaimed water capacity under this Agreement.

**NOW THEREFORE**, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Property Owner and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
  - (a) "UPAP" – collectively, the Utility Extension Policy, Utility Service Policy, the Utility Rate Tariff and other policies and procedures adopted by the St. Lucie County (Utility), as may be amended from time to time, which is incorporated herein by reference.
  - (b) "Service" - the readiness and ability on the part of Utility to discharge non-pressurized reclaimed water to the Pond(s);
  - (c) "Point(s) of Service" - generally, the point on the discharge side of the reclaimed water meter(s) where the reclaimed water discharges into the Pond(s) (or discharge into the pipes of the Property Owner in which discharge into the Ponds(s));

- (d) “Equivalent Residential Irrigation Connection (ERIC)” - a system capacity equivalency unit which corresponds to the peak demand for reclaimed water irrigation use by a single-family residential user. This system capacity equivalency unit is utilized to establish the system demand for various sized connections for the purpose of assessing fees
  - (e) “Service Initiation” - the date a reclaimed water meter is set for the Property Owner;
  - (f) “Guaranteed Revenue Fee” or “Guaranteed Revenues” - the mandatory fee paid by all customers designed to recover the carrying costs of system capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include a portion of the fixed operating and renewal and replacement expenses necessary to maintain excess system capacity for future use.
  - (g) “Total Accrued Amount (TAA)” - A TAA represents accrued Guaranteed Revenue Fees payable at the time of execution of this Agreement for all ERCs reserved.
  - (h) “Utility Facilities” - reclaimed water facilities, including, but not limited to, mains, pipes, lines, pump stations, laterals, meters, valves, storage tanks, meter boxes, telemetry equipment, wells, signs, and SCADA systems, whether above ground, below ground or at grade level.
  - (i) “Irrigation System” – a network of pipes, pumping facilities, storage facilities, sprinkler heads, Ponds(s), and appurtenances on Property Owner’s side of the Point of Service designed for landscape irrigation purposes.
  - (j) “Reclaimed Water” – water that; (i) has received at least secondary treatment and high level disinfections; (ii) that complies with all FDEP regulatory standards for reclaimed water used for landscape irrigation purpose; and (iii) is reused after flowing out of a wastewater treatment facility together with any supplemental water that may be permitted by FDEP to be blended with the reclaimed water.
3. Property Owner hereby acknowledges that pursuant to Chapter 153, Part II, Florida Statutes, Utility has exclusive right and privilege to construct, own, maintain, operate, replace, add to and expand the Utility’s Utility Facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats. Utility covenants that it will attempt to ascertain easement locations; however, should Utility install any of its Utility Facilities outside a dedicated easement area, Property Owner covenants and agrees that Utility will not be required to move or relocate any facilities lying outside a dedicated easement area as long as the facilities do not unreasonably interfere with the then or proposed use of the area in which the facilities have been installed. Property Owner hereby further acknowledges that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility requests for the maintenance, operation, repair, replacement, addition to or expansion of the Utility Facilities; that in the event Utility is required or desires to install any of its Utility Facilities in lands within the Property lying outside the streets and easement areas described above, then Property Owner or the successor owner(s), as applicable, shall grant to Utility, without cost or expense to Utility, the necessary easement or easements for such installation; provided, all such installations by Utility shall be made in such a manner as not to unreasonably interfere with the then primary use of such Property. Property Owner or the successor owner(s), as applicable, shall obtain written approval from Utility prior to installing any structure or object, including, but not limited to, fences, gates, signs, trees, foundations, patios or poles, within an

easement area. In consideration of Utility's consent to an encroachment, Property Owner or the successor owner(s), as applicable, shall agree to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility or the removal or destruction of such encroachment as required by Utility. In the event Utility determines that it is necessary to construct, maintain, repair, remove or replace any of its facilities located under, over or upon an easement, Property Owner or the successor owner(s) of the portion of the Property affected shall immediately remove the encroachment from the easement upon the request of Utility at Property Owner's or the successor(s), as applicable, sole cost and expense. If Property Owner or the successor(s), as applicable, fails to remove the encroachment, Utility shall have the right to remove the encroachment from the easement. Property Owner or the successor(s), as applicable, shall pay all costs related to removing the encroachment from the easement incurred by Utility.

Property Owner, as further consideration to Utility for this Agreement, and in order to effectuate the foregoing grants to Utility, hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Utility, as follows:

Pursuant to Chapter 153, Part II, Florida Statutes, Utility, or its successors, has the sole and exclusive right to provide reclaimed water services to the Property described in **Exhibit "A"**. All occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall exclusively receive their reclaimed water service from the aforesaid Utility and shall pay for the same and shall abide by the terms and intent of this Agreement, and the UPAP, for as long as the aforesaid Utility provides such services to the Property. Further, all occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the Property, or any portion thereof, agree, by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use potable water, wastewater and reclaimed water service from any source other than that provided by Utility. Further, all occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the Property, or any portion thereof, agree that Utility may require them to purchase and use a volume of reclaimed water equal to the volume of wastewater discharged from the Property on an equivalent average basis as determined by the Utility.

Any water well or water source used solely to supplement irrigation water supply for the Property is excluded from this restriction except to the extent the Property is required to utilize reclaimed water from Utility equal to eighty percent (80%) of the volume of wastewater discharged from the Property.

Further, in order to give an additional and supplementary notice to all the future Property Owners of any of the Property of the rights of Utility to provide the Property with potable water, wastewater and reclaimed water facilities and services, the Property Owner hereby covenants and agrees to have the above restrictive covenant or its equivalent included in the general subdivision restrictions and any plats of the Property and to place the same of record in the Public Records of St. Lucie County, Florida.

4. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the Property Owner, and subject to completion of the Utility Facilities necessary to serve the Property, Utility covenants and agrees that it will allow the connection of the Utility Facilities installed by Property Owner to the Utility Facilities of Utility in accordance with the terms and intent of this Agreement and the UPAP. Such connection shall be in accordance with rules, and regulations of the State, the UPAP, and other governmental agencies having jurisdiction over the utility operations of Utility. Property Owner shall connect the Property to the Utility reclaimed water distribution system in accordance with the reclaimed water requirements set forth in the UPAP.
5. Property Owner is required to pay the TAA in order to support Utility's investment in utility facilities, as well as the fixed costs of maintaining such facilities and the unused capacity for the benefit of Property Owner as provided in the UPAP. The initial and continuing payment of TAAs is an essential component of the consideration to Utility for providing utility service to the Property. Property Owner agrees and acknowledges that the TAA is not an impact fee.
6. The Term of this Agreement is five (5) years. Upon receipt of payment of the Connection Fees and the TAA due upon execution of this Agreement, Utility agrees to initiate the provision of water and wastewater utility service for \_\_\_\_ equivalent residential irrigation connections ("ERICs") for Property Owner during the Term of the Agreement. Property Owner may extend the Term of this Agreement for additional five (5) year terms, by execution of a Term Extension Agreement to be recorded against the Property, payment of a TAA meeting the then current requirements of the UPAP, curing any then existing defaults by Property Owner under the then existing Agreement, and payment of any additional fees required under UPAP. This Agreement shall terminate automatically if not extended in accordance with the UPAP, and Property Owner agrees that Utility may record a termination of this Agreement in the event Property Owner has not renewed the Agreement. The termination shall extinguish all duties and obligations of Utility to Property Owner under this Agreement, including but not limited to the reservation of capacity or obligation to provide utility service to any ERICs not connected to the Utility facilities at the time of termination, but shall not affect utility service to any customers who have connected to the Utility facilities and established a customer agreement with Utility as of the date of termination of this Agreement, whose utility service shall be governed by the USP. The duties, obligations and acknowledgements of Property Owner as set forth in Paragraphs 3, 5, 7, 8, 9, 10, 13, 14 and 16 of this Agreement shall survive termination of this Agreement.
7. Property Owner will construct up to the Point of Service to Utility, at no cost to Utility, the on-site reclaimed water distribution systems up to Property Owners reclaimed water storage facilities (not including on-site reclaimed water distribution facilities on the consumer side of the discharge to the reclaimed water storage facilities) referred to herein and such off-site Utility Facilities as determined necessary by District to be constructed by Property Owner to connect Property Owner's on-site Utility Facilities to Utility's Utility Facilities (all such on-site and off-site facilities referred to in this paragraph collectively as "Property Owner Facilities"). Upon compliance of said Property Owner Utility Facilities with the requirements of this Agreement and the UPAP for turnover of facilities, Utility agrees to accept ownership of the Property Owner Facilities for operation. Property Owner shall cause to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida, showing the Property Owner Facilities. Utility will advise Property Owner's engineer of any facility and sizing requirements as mandated by the UPAP. Such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Utility concurrent with or prior to submission of plans for the first phase. All such plans and specifications, including hard

copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Property Owner shall cause to be constructed, at Property Owner's expense, the Property Owner Facilities as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied by Utility to cover the cost of plan review and inspection. No connections of ERCs or ERICs will be allowed until Property Owner has complied with the requirements of this Section.

The Property Owner shall also be required to pay the fees on Exhibit B to this Agreement.

During the construction of the Property Owner Facilities, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the approved plans and specifications and the UPAP. Inspection by Utility shall in no way relieve the Property Owner of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and electronic media when utilized, shall be submitted to Utility upon completion of construction. Property Owner shall be required to re-install any Property Owner Facilities which do not meet the requirements of the UPAP.

Property Owner hereby agrees to transfer or cause the transfer to Utility title to all Property Owner Facilities at no cost to Utility. Such conveyance is to take effect without further action upon the written acceptance by Utility of the said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Property Owner shall convey or cause to be conveyed to Utility by Bill of Sale in a form provided in the UEP the complete Property Owner Facilities as approved by Utility, along with documentation of Property Owner's costs of construction and Property Owner's No Lien Affidavit, in form provided in the UEP. Subsequent to construction of the Utility Facilities and prior to receiving a meter(s) from Utility, Property Owner shall convey to Utility all easements and/or rights-of-way covering areas in which Utility Facilities are located by a recordable document in a form supplied by Utility. All conveyance of non-platted easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of:

- \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement); and
- \$50,000.00 for a Utility-owned pump stations, wastewater lift station or other non-line facilities (if not constructed within an existing utility easement).

Said title policy shall confirm the grantor's rights to convey such easements or rights-of-way, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. Utility's acceptance of the Property Owner installed by Property Owner shall be in accordance with the provisions as set forth in the UPAP, provided acceptance by Utility shall not relieve Property Owner from its obligations under this Agreement. All installations by Property Owner or its contractor shall be warranted for one (1) year (or five (5) years in the case of pump station pumps and motor assemblies) from date of Final acceptance by the District of the last component of the Utility Facilities to be installed. Mortgagees holding liens on such properties shall be required to release such liens, subordinate their position, or join in the granting of the easements or rights-of-way. All Property Owner Facilities shall be located within an easement if not located within platted or dedicated rights-of-way.

The timely and continued payment by Property Owner of all fees in accordance with the terms set forth herein shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. The construction and transfer of ownership of the Utility Facilities does not and will not result in Utility waiving or offsetting any of its fees, rules or regulations. Property Owner shall not have any present or future right, title, claim, or interest in and to the Utility Facilities transferred to or owned by Utility.

8. Upon submission of this Agreement, Property Owner, at his expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property. Any mortgagee or lien holder having an interest in the Property shall be required to execute a Consent and Joinder of Mortgagee/Lienholder in the form as provided in the UEP. A Property Owner must submit either a title policy or a letter from an attorney licensed to do business in Florida confirming that either there is no mortgage or lien on the property or any mortgage or lien holder has properly executed a Consent and Joinder of Mortgagee/Lienholder. The title policy or letter must be issued within thirty (30) days of submittal of the SDA, or else Utility may terminate this Agreement.
9. Property Owner acknowledges with Utility that all Utility Facilities conveyed to Utility for use in connection with providing reclaimed water service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and no entity owning any part of the Property or any residence or building constructed or located thereon, will have any right, title, claim or interest in and to such facilities, or any part of them, for any purpose.
10. Notwithstanding any provision in this Agreement, pursuant to Chapter 153, Part II, Florida Statutes, Utility may establish, revise, modify and enforce rules, regulations and fees covering the provision of Potable water, wastewater and reclaimed water service to the Property. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Property Owner, upon any other entity holding by, through or under Property Owner, and upon any Customer of the reclaimed water service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities.
11. Property Owner or its assignee shall not have the right to and shall not connect any Property Owner Facilities or ERCs or ERICs to the Utility Facilities of Utility until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation and maintenance of all improvements beyond the Point of Service shall be the sole cost and expense of the Property Owner, upon any other entity holding by, through or under Property Owner, and upon any Customer of the reclaimed water service provided to the Property.
12. This Agreement runs with the land and is unique to the Property. This Agreement may not be assigned without the prior written consent of Utility, and may only be assigned to a successor in interest of Property Owner to the Property. As a consequence of the unique nature of providing for utility service to the Property, no part of this Agreement may be assigned separately from the whole of the Agreement. Notwithstanding the above, Utility may permit Property Owner to allocate the ERICs to particular parcels or units on the Property on forms set forth in the UPAP.
13. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to Property Owner shall be mailed or delivered to Property Owner at:

With a copy to:



and if to Utility, shall be mailed to Utility at:

St. Lucie County Water and Wastewater Utility District  
Utility Director  
2300 Virginia Ave., Annex  
Fort Pierce, Florida 34982

With a copy to:

St. Lucie County Attorney  
2300 Virginia Avenue  
Fort Pierce, Florida 34982

14. During the Term of this Agreement, the rights, privileges, obligations and covenants of Property Owner and Utility shall not be terminated by the turnover of any portion of the Property Owner Facilities to Utility with respect to Property Owner completing the remaining portions of the Property Owner Facilities and provision of utility services to any phased area and to the Property as a whole.
15. Unless Property Owner is requesting additional capacity for the property described in **Exhibit "A"**, this Agreement shall supersede, null and void, all previous agreements or representations, either verbal or written, heretofore in effect between Property Owner and Utility, made with respect to the matter herein contained, and when duly executed, constitutes the entire agreement between the Property Owner and Utility. No additions, alterations or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. Property Owner acknowledges that staff and employees of Utility have no authority to bind Utility or agree to any additions, alterations or variations of terms of this Agreement or the UPAP, which can only be added to, altered or varied by the St. Lucie County Commission sitting as the District governing board. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement shall lie in St. Lucie County, Florida.
16. Special Conditions:
  - a. Utility shall attempt to provide reclaimed water capacity for the Property by \_\_\_\_\_, 20\_\_\_, in accordance with Property Owner's development time schedule. Property Owner acknowledges that due to environmental permitting, securing of plant and line siting rights, public procurement processes, financing requirements, budget constraints, force majeure events and construction schedules, the timing of provision of capacity to the Property is an estimate only and cannot be guaranteed by Utility. Property Owner represents to Utility that Property Owner is not relying upon the estimate of time set forth above, and that Utility shall not be responsible for any damages, whether direct, indirect, special or consequential, incurred as a result of, arising out of or related to Utility's inability to provide capacity to the Property in accordance with Property Owner's development time schedule.

**IN WITNESS WHEREOF**, Property Owner and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**ST. LUCIE COUNTY WATER AND WASTEWATER UTILITY DISTRICT:**

By: \_\_\_\_\_  
County Administrator

Approved as to Form and Correctness:

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

**WITNESSES:**

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

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

**PROPERTY OWNER:**

\_\_\_\_\_

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

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

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

NOTARY CERTIFICATE

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, on behalf of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed, Printed, or Stamped Name of Notary Public  
Serial Number \_\_\_\_\_

JOINDER AND CONSENT OF MORTGAGEE

\_\_\_\_\_, being the holder of that certain mortgage dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and recorded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, in Official Record Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Public Records of St. Lucie County, Florida, hereby consents and subordinates its mortgage to the utility easements contemplated in the forgoing Standard Reclaimed Water Development Agreement.

WITNESSES:

MORTGAGE HOLDER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_

NOTARY CERTIFICATE

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, of \_\_\_\_\_, on behalf of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed, Printed, or Stamped Name of Notary Public  
Serial Number \_\_\_\_\_

**Exhibit "A"**

**PROPERTY DESCRIPTION  
AND  
POND(S) LOCATION**

Exhibit B

SCHEDULE OF FEES

CONNECTION CHARGES:

\_\_\_\_\_ ERC's x \$\_\_\_\_-.00 per ERIC \$ \_\_\_\_\_  
(AMOUNT DUE UPON EXECUTION OF AGREEMENT)

GUARANTEED REVENUE FEES:

TAA \_\_\_\_\_ ERC's x \$\_\_\_\_\_ per ERIC \$ \_\_\_\_\_  
(AMOUNT DUE UPON EXECUTION OF AGREEMENT)

DOCUMENT RECORDING FEE: (\_\_\_ PAGES) \$ \_\_\_\_\_  
(\$10.00 first page/\$8.50 additional)  
(AMOUNT DUE UPON EXECUTION OF AGREEMENT)

PLAN REVIEW FEE: TBD  
  
(MINIMUM OF 2% OF CONSTRUCTION COSTS  
DUE UPON EXECUTION OF AGREEMENT, WITH ACTUAL  
COST PAYABLE PRIOR TO REGULATORY SIGN-OFF)

INSPECTION FEES: TBD  
  
(MINIMUM OF 1½ % OF THE ENGINEER'S CERTIFIED  
CONSTRUCTION COST ESTIMATE DUE UPON EXECUTION  
OF AGREEMENT, WITH ACTUAL ADDITIONAL  
AMOUNT DUE PRIOR TO REGULATORY SIGN-OFF)

ADMINISTRATION FEE: \$ \_\_\_\_\_  
  
(MINIMUM OF \$\_\_\_\_\_ DUE UPON EXECUTION  
OF AGREEMENT, WITH ACTUAL COST PAYABLE  
PRIOR TO RECLAIMED WATER METER SET)

RECLAIMED WATER METER/BACKFLOW CHARGE: TBD  
  
(TO BE PAID PRIOR TO METER SET:  
UTILITY WILL REQUIRE RADIO-READ RECLAIMED  
WATER METERS FOR ALL METER SETS WITHIN THE PROPERTY)

RECLAIMED WATER SECURITY DEPOSIT: TBD  
  
(TO BE PAID PRIOR TO METER SET FOR EACH USER)

**TOTAL DUE UPON EXECUTION OF AGREEMENT:** \$ \_\_\_\_\_

*Note: Fees may be adjusted from time to time based on current resolutions.*

**EXHIBIT "H"**

Prepared by and Return to  
St. Lucie County Water and Wastewater Utility District  
Attn: District Utility Director  
2300 Virginia Avenue  
Fort Pierce, FL 34982

**ASSIGNMENT AND ACKNOWLEDGMENT OF OPERATION AND MAINTENANCE  
FOR ON-SITE RECLAIMED WATER IRRIGATION SYSTEM**

**THIS ASSIGNMENT AND ACKNOWLEDGMENT OF OPERATION AND MAINTENANCE FOR ON-SITE RECLAIMED WATER IRRIGATION SYSTEM** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_20\_\_\_\_, by and between \_\_\_\_\_, ("Assignor") and \_\_\_\_\_, ("Assignee"), pursuant to that certain Standard Reclaimed Water Development Agreement by and between Assignor and St. Lucie County Water and Wastewater Utility District ("District"), dated \_\_\_\_\_ ("SRDA").

The Assignor, for and in consideration of the sum of ten dollars (\$10.00), the receipt of which is hereby acknowledged, hereby assigns to Assignee the operation and maintenance responsibilities for the on-site reclaimed water irrigation system located within the Property, and Assignee hereby acknowledges and accepts the assignment of and responsibility for the operation and maintenance of said system as required under the SRDA and the District's Utility Policies and Procedures.

This Assignment and Acknowledgment is applicable to the property as set forth in Exhibit A to the SRDA ("Property") and as more fully described on Exhibit A attached hereto.

**ASSIGNOR EXECUTION:**

**WITNESSES:**

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

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

**ASSIGNOR:**

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

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

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

**NOTARY CERTIFICATE**

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

The foregoing instrument was acknowledged before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ on behalf of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed, Printed or Stamped Name of Notary

**ASSIGNEE ACKNOWLEDGMENT:**

**WITNESSES:**

**ASSIGNEE:** \_\_\_\_\_  
Print Name:

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

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

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

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

**NOTARY CERTIFICATE**

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

The foregoing instrument was acknowledged before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ on behalf of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed, Printed or Stamped Name of Notary

**DISTRICT CONSENT:**

By: \_\_\_\_\_  
District Utility Director

Date: \_\_\_\_\_  
Print Name

**EXHIBIT ‘T’**

Prepared by and Return to  
St. Lucie County Water and Wastewater Utility District  
Attn: District Utility Director  
2300 Virginia Avenue  
Fort Pierce, FL 34982

**ACKNOWLEDGMENT AND ALLOCATION OF RESERVED (EXCLUDES PRE-PAID CONNECTIONS) EQUIVALENT RESIDENTIAL CONNECTIONS AND CORRESPONDING TERMS OF THE STANDARD DEVELOPMENT AGREEMENT**

This Agreement is entered into between \_\_\_\_\_, (“Property Owner”) and \_\_\_\_\_ (“Parcel Owner”). Property Owner has entered into that certain Standard Potable Water, Wastewater and Reclaimed Water Development Agreement (“SDA”) dated \_\_\_\_\_, between Property Owner and the St. Lucie County Water and Wastewater Utility District (“District”) (the “SDA”). Parcel Owner has acquired a portion of the Property described in the SDA (the “parcel”) which portion is more particularly described as:

The property receiving this assignment is located in St. Lucie County, Florida, and contains the following legal description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lot \_\_\_\_\_, Block \_\_\_\_\_

Property Owner hereby allocates to Parcel Owner \_\_\_\_\_ [Equivalent Residential Connections (ERCs) / Equivalent Residential Irrigation Connections (ERICs)] as reserved by Property Owner in the SDA for use on the Parcel.

None of the [ERCs/ERICs] allocated by Property Owner to Parcel Owner have been pre-paid by Property Owner to the District.

Parcel Owner agrees to assume Property Owner’s duties and obligations under the SDA related to connections of those [ERCs/ERICs] being assigned to the Utility System and initiation of utility service with the District, including, but not limited to, the obligation to pay all District fees and charges that may be owing with respect to such [ERCs/ERICs]. Pursuant to the SDA, the termination date of said allocated [ERCs/ERICs] is \_\_\_\_\_. The ability to connect any of the allocated [ERCs/ERICs] not connected to the Utility by the termination date shall be extinguished. A default by Property Owner under the SDA shall act as a default under this Agreement and may result in a termination or curtailment of Parcel Owner’s ability to connect [ERCs/ERICs] to the Utility.



BY EXECUTION HEREOF, PROPERTY OWNER ACKNOWLEDGES AND AGREES THAT THE NUMBER OF ERCs REMAINING FOR PROPERTY OWNER'S USE ON THE PROPERTY PURSUANT TO THE TERMS OF THE SDA IS \_\_\_\_\_ [ERCs/ERICs].

Both parties acknowledge that this Agreement is not effective until submittal to the District for approval, payment of all administrative fees and costs related to such approval, and written consent by the District. Both parties further acknowledge that the District has no responsibility for administering any financial arrangement between the parties.

**WITNESSES:**

**PROPERTY OWNER:**

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

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

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

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

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

**NOTARY CERTIFICATE**

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

The foregoing instrument was acknowledged before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ on behalf of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed, Printed or Stamped Name of Notary

WITNESSES:

PARCEL OWNER:

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

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

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

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

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

NOTARY CERTIFICATE

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

The foregoing instrument was acknowledged before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ on behalf of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed, Printed or Stamped Name of Notary

DISTRICT CONSENT:

By: \_\_\_\_\_  
District Utility Director

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

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

**EXHIBIT "J"**

Prepared by and Return to  
St. Lucie County Water and Wastewater Utility District  
Attn: District Utility Director  
2300 Virginia Avenue  
Fort Pierce, FL 34982

**ACKNOWLEDGMENT AND ASSIGNMENT OF PRE-PAID CONNECTIONS AND  
CORRESPONDING TERMS OF THE STANDARD WATER, WASTEWATER AND  
RECLAIMED WATER DEVELOPMENT AGREEMENT**

This Agreement is entered into between \_\_\_\_\_, ("Property Owner") and \_\_\_\_\_ ("Parcel Owner"). Property Owner has entered into that certain Standard Potable Water, Wastewater and Reclaimed Water Development Agreement dated \_\_\_\_\_, between Property Owner and the St. Lucie County Water and Wastewater Utility District ("District") (the "SDA"). Parcel Owner has acquired a portion of the Property described in the SDA (the "Parcel") which portion is more particularly described as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lot \_\_\_\_\_, Block \_\_\_\_\_

Property Owner hereby allocates to Parcel Owner \_\_\_\_\_ [Equivalent Residential Connections (ERCs)/Equivalent Residential Irrigation Connections (ERICs)] as reserved by Property Owner in the SDA for use on the Parcel. The [ERCs/ERICs] allocated by Property Owner to Parcel Owner have been pre-paid by Property Owner to the District.

Property Owner agrees to assume Property Owner's duties and obligations under the SDA related to connection of those [ERCs/ERICs] being assigned to the Utility System and initiation of utility service with the District, including, but not limited to, the obligation to pay all District fees and charges that may be owing with respect to such [ERCs/ERICs]. Pursuant to the SDA, the termination date of said allocated [ERCs/ERICs] is \_\_\_\_\_. The ability to connect any of the allocated ERCs/ERICs not connected to the Utility by the termination date shall be extinguished. A default by Property Owner under the SDA shall act as a default under this Agreement and may result in a termination or curtailment of Parcel Owner's ability to connect ERCs/ERICs to the Utility.

**BY EXECUTION HEREOF, PROPERTY OWNER ACKNOWLEDGES AND AGREES THAT THE NUMBER OF ERCs REMAINING FOR PROPERTY OWNER'S USE ON THE PROPERTY PURSUANT TO THE TERMS OF THE SDA IS \_\_\_\_\_ [ERCs/ERICs].**

Both parties acknowledge that this Agreement is not effective until submittal to the District for approval, payment of all administrative fees and costs related to such approval, and written

consent by the District. Both parties further acknowledge that the District has no responsibility for administering any financial arrangement between the parties.

**WITNESSES:**

**PROPERTY OWNER:**

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

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

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

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

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

**NOTARY CERTIFICATE**

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

The foregoing instrument was acknowledged before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ on behalf of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed, Printed or Stamped Name of Notary

**WITNESSES:**

**PARCEL OWNER:**

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

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

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

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

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

**NOTARY CERTIFICATE**

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

The foregoing instrument was acknowledged before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ on behalf of \_\_\_\_\_ He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed, Printed or Stamped Name of Notary

DISTRICT CONSENT:

By: \_\_\_\_\_  
District Utility Director

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

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

**EXHIBIT "K"**

Prepared by and Return to:  
St. Lucie County Water and Wastewater Utility District  
Attn: District Utility Director  
2300 Virginia Avenue  
Fort Pierce, FL 34982

**NOTICE OF TERMINATION AND PARTIAL RELEASE OF STANDARD  
POTABLE WATER, WASTEWATER AND RECLAIMED WATER  
DEVELOPMENT AGREEMENT DUE TO NON-RENEWAL**

**THIS TERMINATION AND PARTIAL RELEASE OF STANDARD POTABLE WATER, WASTEWATER AND RECLAIMED WATER DEVELOPMENT AGREEMENT DUE TO NON-RENEWAL** is filed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by St. Lucie County Water and Wastewater Utility District ("District").

**WITNESSETH**

**WHEREAS**, on \_\_\_\_\_, 20\_\_\_\_, the District and \_\_\_\_\_ ("Property Owner"), entered into a Standard Potable Water, Wastewater and Reclaimed Water Development Agreement ("SDA"), for the provision of potable water, wastewater and reclaimed water service to property owned by Property Owner; which SDA was recorded in the Official Records of St. Lucie County, Florida, at Book \_\_\_\_\_ and Page \_\_\_\_\_; and

**WHEREAS**, in accordance with Paragraph 5 thereof, the term of the SDA is five (5) years, which term ended on \_\_\_\_; and

**WHEREAS**, the Property Owner has not renewed said SDA in accordance with the District's Utility Policies and Procedures ("UPAP") as defined in the SDA; and

**NOW THEREFORE**, the District files this Notice of Termination of the SDA in accordance with the terms of the SDA and the UPAP. Except for the duties, obligations and acknowledgements of Property Owner as set forth in Paragraphs 3, 5, 7, 8, 9, 10, 13, 14 and 16 of the SDA which survive termination, the SDA and the District's obligations to Property Owner under the SDA are terminated.

**ST. LUCIE COUNTY WATER AND WASTEWATER UTILITY DISTRICT:**

By: \_\_\_\_\_  
County Administrator

Approved as to Form and Correctness:

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

**EXHIBIT "L"**

Prepared by and Return to:  
St. Lucie County Water and Wastewater Utility District  
Attn: District Utility Director  
2300 Virginia Avenue  
Fort Pierce, FL 34982

**AMENDMENT TO STANDARD POTABLE WATER, WASTEWATER AND RECLAIMED WATER DEVELOPMENT AGREEMENT DUE TO INCREASE IN CAPACITY EQUAL TO OR LESS THAN TEN PERCENT (10%) OF THE ORIGINAL CAPACITY RESERVATION OR TEN (10) [ERCs/ERICs], WHICHEVER IS GREATER.**

**THIS AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between St. Lucie County Water and Wastewater Utility District ("District" and \_\_\_\_\_, hereinafter referred to as "Property Owner".

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

**WHEREAS**, on \_\_\_\_\_, the District, entered into a Standard Potable Water, Wastewater and Reclaimed Water Development Agreement ("SDA"), for the provision of potable water, wastewater and reclaimed water service to certain property owned by Property Owner; and

**WHEREAS**, the SDA was recorded in the Official Records of St. Lucie County, Florida, at Book \_\_\_\_\_ and Page \_\_\_\_\_; and

**WHEREAS**, in accordance with Paragraph 5 therein, the Property Owner desires to amend the SDA to increase the reservation of [equivalent residential connections ("ERCs") and/or equivalent residential irrigation connections ("ERICs")] for the subject property to \_\_\_\_\_ [ERCs/ERICs], which is less than or equal to ten percent (10%) of the original reservation, or ten (10) [ERCs/ERICs], whichever is greater; and

**WHEREAS**, the parties desire to amend the SDA to provide for the increase of capacity reservation.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements expressed herein, the parties hereby agree as follows:

1. The SDA is hereby amended by increasing the allocated [ERCs/ERICs] for the subject property to \_\_\_\_\_ [ERCs/ERICs] which is equal to or less than ten percent (10%) of the original reservation of capacity, or ten (10) [ERCs/ERICs], whichever is greater.
2. Upon execution of this amendment, Property Owner shall pay to the District the amount of additional fees and charges for said additional [ERCs/ERICs] as set forth on Exhibit "A" to this amendment.
2. Except as modified in this amendment, each and every other term of the SDA shall remain in full force and effect and the SDA is hereby reaffirmed as modified herein.

3. The District may record this amendment to the SDA.

**IN WITNESS WHEREOF**, the parties, by and through their fully authorized agents, have hereunto set their hands and seals on the date first above written.

**ST. LUCIE COUNTY WATER AND WASTEWATER UTILITY DISTRICT:**

By: \_\_\_\_\_  
County Administrator

Approved as to Form and Correctness:

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

**WITNESSES:**

**PROPERTY OWNER:**

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

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

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

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

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

**NOTARY CERTIFICATE**

**STATE OF FLORIDA**  
**COUNTY** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, on behalf of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed, Printed, or Stamped Name of Notary Public

\_\_\_\_\_  
Serial Number



**JOINDER AND CONSENT OF MORTGAGEE**

\_\_\_\_\_, being the holder of that certain mortgage dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and recorded the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, in Official Record Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Public Records of St. Lucie County, Florida, hereby consents and subordinates its mortgage to the utility easements contemplated in the forgoing Standard Potable Water, Wastewater and Reclaimed Water Development Agreement.

**WITNESSES:**

**MORTGAGE HOLDER:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**NOTARY CERTIFICATE**

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, of \_\_\_\_\_, on behalf of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed, Printed, or Stamped Name of Notary Public

\_\_\_\_\_  
Serial Number

Exhibit A

SCHEDULE OF FEES

CONNECTION CHARGES:

\_\_\_\_\_ ERC's x \$\_\_\_\_\_ per ERC \$\_\_\_\_\_

GUARANTEED REVENUE FEES:

TAA \_\_\_\_\_ ERC's x \$\_\_\_\_\_ per ERC \$\_\_\_\_\_

DOCUMENT RECORDING FEE: (\_\_\_ PAGES)

(\$10.00 first page/\$8.50 additional) \$\_\_\_\_\_  
(AMOUNT DUE UPON EXECUTION OF AGREEMENT)

ADMINISTRATION FEE:

(MINIMUM OF \$\_\_\_\_\_ DUE UPON EXECUTION  
OF AGREEMENT, WITH ACTUAL COST PAYABLE  
PRIOR TO METER SET FOR FIRST USER) \$\_\_\_\_\_

**TOTAL DUE UPON EXECUTION OF AMENDMENT:** \$\_\_\_\_\_

*Note: Fees may be adjusted from time to time based on current resolutions.*

**EXHIBIT "M"**

Prepared by and Return to  
St. Lucie County Water and Wastewater Utility District  
Attn: District Utility Director  
2300 Virginia Avenue  
Fort Pierce, FL 34982

**TERMINATION AND RELEASE OF STANDARD  
POTABLE WATER, WASTEWATER AND RECLAIMED WATER  
DEVELOPMENT AGREEMENT DUE TO ZONING DENIAL/WITHDRAWAL**

**THIS TERMINATION AND RELEASE OF STANDARD POTABLE WATER, WASTEWATER AND RECLAIMED WATER DEVELOPMENT AGREEMENT DUE TO ZONING DENIAL/WITHDRAWAL** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between St. Lucie County Water and Wastewater Utility District (District”), and \_\_\_\_\_ (“Property Owner”).

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

**WHEREAS**, on \_\_\_\_\_, 20\_\_\_\_, the District and \_\_\_\_\_ (“Property Owner”), entered into a Standard Potable Water, Wastewater and Reclaimed Water Development Agreement (“SDA”), for the provision of potable water, wastewater and reclaimed water service to property owned by Property Owner; which SDA was recorded in the Official Records of St. Lucie County, Florida, at Book \_\_\_\_\_ and Page \_\_\_\_\_; and

**WHEREAS**, the SDA was recorded in the Official Records at Book \_\_\_\_\_ and Page \_\_\_\_\_; and

**WHEREAS**, the Property Owner did not receive zoning or site plan approval for the subject property, or said zoning or site plan approval petition was denied, and has requested to terminate the SDA and receive a refund of such amounts as permitted under the terms of the District’s Utility Policies and Procedures (“UPAP”).

**NOW THEREFORE**, in consideration of the mutual covenants and agreements expressed herein, the parties hereby agree as follows:

- 1 The SDA is hereby terminated.
2. The Property Owner hereby acknowledges receipt of the total amount of \$\_\_\_\_\_ refunded by the District in full and final settlement of all monies due to Property Owner in accordance with the terminated SDA and the UPAP.
3. The parties agree that the District and the Property Owner are no longer bound by any rights, duties or obligations existing under the SDA and the parties are hereby released from any such rights, duties or obligations.
4. The District may record this Termination and Release of Standard Potable Water, Wastewater and Reclaimed Water Development Agreement Due to Zoning Denial/Withdrawal.

IN WITNESS WHEREOF, the District, by and through its fully authorized agent, and the Property Owner have hereunto set their hands and seals on the date first above written.

**ST. LUCIE COUNTY WATER AND WASTEWATER UTILITY DISTRICT:**

By: \_\_\_\_\_  
County Administrator

Approved as to Form and Correctness:

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

**WITNESSES:**

**PROPERTY OWNER:**

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

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

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

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

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

**NOTARY CERTIFICATE**

**STATE OF FLORIDA**  
**COUNTY** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by \_\_\_\_\_, on behalf of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed, Printed, or Stamped Name of Notary Public

\_\_\_\_\_  
Serial Number

**EXHIBIT "N"**

**PROJECT CLOSE OUT DOCUMENTS**

**REQUIRED DOCUMENTS**

NOTE: THE PROPERTY OWNER'S NO LIEN AFFIDAVIT, BILL OF SALE, COST DOCUMENTATION, AND RECORD DRAWINGS SHALL APPLY TO THE SAME PROPERTY.

1. Bill of Sale and Exhibit 1 - Cost Documentation - Conveying to St. Lucie County Water and Wastewater Utility District all Property Owner Facilities (potable water, wastewater, and reclaimed water facilities) up to the Point of Service.
2. Property Owner's No Lien Affidavit.
3. Recorded utility easements with an appropriate Title Insurance policy benefiting St. Lucie County Water and Wastewater Utility District (\$50.00 per linear foot of easement and/or \$50,000.00 for Authority-owned lift station if the lift station was not constructed within a platted or existing easement). The easement's sketch and grant documents must be reviewed and approved by the District prior to recording.

THERE WILL BE NO RENDERING OF UTILITY SERVICE, INCLUDING RELEASE OF METERS, UNTIL ALL OF THE ABOVE DOCUMENTATION IS RECEIVED AND APPROVED. **IT IS REQUIRED THAT THE ATTACHED STANDARD FORMS BE USED.** ONE EXECUTED ORIGINAL OF EACH FORM IS REQUIRED.

FOR QUESTIONS REGARDING THE ABOVE AND OTHER PERTINENT DOCUMENTATION CONTACT THE DISTRICT AT (772) 462-1175.

**EXHIBIT "O"**

**BILL OF SALE**

**Know All Men by These Presents**, that \_\_\_\_\_, [insert address], the party of the first part, for and in consideration of the sum of ten dollars lawful money of the United States and other good and valuable consideration, the receipt whereof is hereby acknowledged, granted, bargained, sold, transferred and delivered, and by these presents do grant, bargain, sell, transfer and deliver unto St. Lucie County Water and Wastewater Utility District, the party of the second part, and its successors and assigns, the following goods and chattels:

**Potable Water, Wastewater, and/or Reclaimed Water Facilities consisting of those components set forth on "Attachment to Bill of Sale" attached hereto all located within the property described as:**

**To Have and to Hold** the same unto the said part of the second part, its successors and assigns forever.

**AND** do, for itself and \_\_\_\_\_ its heirs, executors, administrators, successors and assigns, covenant to and with the said part of the second part, its successors and assigns, that it is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that it has good right to sell the same aforesaid, and that it will warrant and defend the sale of the said property, goods and chattels hereby made, unto the said part of the second part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

**In Witness Whereof**, the first party has hereunto set hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WITNESSES:**

**PROPERTY OWNER:**

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

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

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

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

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

**NOTARY CERTIFICATE**

**STATE OF FLORIDA**  
**COUNTY** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20  
\_\_\_\_\_ by \_\_\_\_\_, on behalf of \_\_\_\_\_. He/she is personally known  
to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed, Printed, or Stamped Name of Notary Public

\_\_\_\_\_  
Serial Number

**EXHIBIT "P"**

**ATTACHMENT TO BILL OF SALE**

**COST DOCUMENTATION FOR FACILITIES DEDICATED TO  
ST. LUCIE COUNTY WATER AND WASTEWATER UTILITY DISTRICT**

\_\_\_\_\_  
PROJECT NAME

\_\_\_\_\_  
S.D.A. NUMBER

\_\_\_\_\_  
Parcel/Plat

\_\_\_\_\_  
Bill of Sale Date

\_\_\_\_\_  
Phase

**Potable Water Distribution System**

Including Mains, Valves, Fittings & Hydrants, and All Appurtenances, Water Services up to Meter, Fire lines up to Double Detector Check Valve Assembly

\$ \_\_\_\_\_

**Wastewater Collection System**

Including Utility Owned Force and/or Gravity Mains, Valves, Fittings, Air Release Valves, Manholes, and All Appurtenances, Sewer Services including Clean Outs up to Limit of the District Maintenance Responsibility.

\$ \_\_\_\_\_

**Wastewater Pumping Station**

Complete, Including All Appurtenances; Installed per the District Standards  
(If Owned and Operated by the District i.e., not private).

\$ \_\_\_\_\_

**Reclaimed Water Distribution System**

Including Mains, Valves, Fittings and All Appurtenances, Reclaimed Water Services up to the meter.

\$ \_\_\_\_\_

**Other**

**\$ \_\_\_\_\_**

**TOTAL VALUE OF CONTRIBUTED ASSETS**

**\$ \_\_\_\_\_**

Note: Prices must include all material and labor as installed, and shown on Accepted "Record Drawings."

Certified By: \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Property Owner

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

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

Please attach a listing of various quantities that comprise the above components, i.e., x feet of 16" PVC water main, Fire Hydrant complete, etc.





**NOTARY CERTIFICATE**

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, of \_\_\_\_\_, on behalf of \_\_\_\_\_. He/she is personally known to be or has produced as identification and did (did not) take an oath.

My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed, Printed or Stamped Name of Notary

## EXHIBIT "R"

### **INSTRUCTIONS AND MINIMUM REQUIREMENTS FOR PREPARING EASEMENT DOCUMENTS, LEGAL DESCRIPTIONS AND SKETCHES**

#### I. EXECUTION INSTRUCTIONS FOR EASEMENT DOCUMENTS

**Note:** A Title Policy for the benefit of the District should be delivered to the District upon conveyance of an easement, where applicable.

##### A. SIGNING AND WITNESSING

1. For Individuals: Sign on the indicated lines in the presence of: (a) two (2) separate witnesses, who sign on the lines to the left, and (b) a Notary Public who completes the acknowledgment forms as described below.
2. For Corporations: The president or vice president and the secretary or an assistant secretary sign on the indicated lines, filling in their title below, in the presence of: (a) two (2) separate witnesses, who sign on the lines to the left, and (b) a Notary Public who completes the acknowledgment forms as described below.
3. For Partnerships: All general partners sign on the indicated lines in the presence of: (a) two (2) separate witnesses, who sign on the lines to the left, and (b) a Notary Public who completes the acknowledgment forms as described below. The Notary Public may be one of the witnesses. In the event the general partner is itself a corporation, then the instructions for corporations as set forth above shall be completed in addition to the instructions for partnerships.

##### B. MORTGAGEE JOINDER AND CONSENT

The Property Owner(s) shall have any and all mortgagees sign the Mortgagee Consent and Joinder. The mortgagee shall sign as an individual, a corporation or a partnership as set forth hereinabove.

##### C. ACKNOWLEDGMENTS

The Notary Public should fill in legibly all blanks, including state and county of execution, names of individuals or officers signing and their titles, state or county where empowered to act, expiration date of commission, fill in date, sign on line provided and affix seal adjacent to the signature of the Notary Public.

#### II. MINIMUM REQUIREMENTS FOR EASEMENT LEGAL DESCRIPTIONS AND SKETCHES

##### A. LEGAL DESCRIPTIONS

1. Legal Descriptions must be prepared by a Registered Surveyor and must bear a certification citing "Minimum Technical Standards pursuant to Florida Statutes, Chapter 472 and as defined in Florida Administrative Code 21-HH-06", as amended from time to time.
2. The description must bear the Registered Land Surveyor's name, certification number, company name, and must be signed and sealed.

3. The description must be prepared on an 8 1/2" x 11" size sheet.

**B. EASEMENT SKETCHES**

1. The sketch must appear on an 8 1/2" x 11" sheet, and must have the original Registered Land Surveyor's signature and embossed seal imprint.
2. A location map must be included on the sketch showing the general location of the property within which the easement lies.
3. Sketch must contain a North arrow.

**EXHIBIT "S"**

Prepared by and Return to  
St. Lucie County Water and Wastewater Utility District  
Attn: District Utility Director  
2300 Virginia Avenue  
Fort Pierce, FL 34982

**UTILITY EASEMENT AND CONSENT AND JOINDER OF MORTGAGEE**

**THIS EASEMENT** is made, granted and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (hereinafter referred to as "Grantor"), whose address is \_\_\_\_\_, to St. Lucie County Water and Wastewater Utility District, its successors and assigns (hereinafter referred to as "Grantee"), whose address is c/o the District Utility Director, 2300 Virginia Avenue, Fort Pierce, Florida 34982.

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

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual utility easement which shall permit Grantee authority to enter upon the property of the Grantor at any time to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect water, reclaimed water and/or wastewater lines, pipes, mains, pump stations, wells, meters, meter boxes, backflow prevention devices, telemetry and communications equipment, signs, buffers, lights, slabs, enclosures and appurtenant facilities and equipment in, on, over, under and across the easement premises. This utility easement or portion thereof may be fenced in or enclosed for access control purposes. The easement hereby granted covers a strip of land lying, situate and being in St. Lucie County, Florida, and being more particularly described as follows (the "easement premises"):

**SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF**

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of mortgages and other encumbrances unless specifically stated to the contrary.

**IN WITNESS WHEREOF**, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

**WITNESSES:**

**GRANTOR:**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

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

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

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

**NOTARY CERTIFICATE**

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

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

My Commission

Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed, Printed or Stamped Name of Notary

**EXHIBIT "S" cont.**

**CONSENT AND JOINDER OF MORTGAGEE FOR UTILITY EASEMENT**

The undersigned mortgagee does hereby join in and consent to the granting of the above Utility Easement, across the lands therein described, and agrees that its mortgage, which is recorded in Official Record Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of St. Lucie County, Florida, shall be subordinated to this Utility Easement.

**IN WITNESS WHEREOF**, the mortgagee has hereunto set its hand and affixed its seal as of the date first above written.

**WITNESSES:**

**MORTGAGEE:**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

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

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

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

**NOTARY CERTIFICATE**

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

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

My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed, Printed or Stamped Name of Notary

**EXHIBIT "T"**

**INSTRUCTIONS FOR INDEMNITY AGREEMENT**

Page 1

1. Leave the date blank, this will be completed upon execution by the St. Lucie County Water and Wastewater District, or its designee.
2. Fill in the name of the owner of the property as it appears on the deed.
3. Fill in the address of the owner.
4. Fill in the legal description of the property or attach a copy of the legal description as Exhibit A. If a description is attached, please indicate on the instrument.
5. Fill in what the encroachment is (i.e., fence, driveway, air conditioner, planter, etc.)

Page 2

6. Owner(s) must sign the agreement.
7. Two different witnesses must also sign the agreement.
8. A notary must execute the acknowledgment, sign and fill in expiration of commission.
9. Attach an original survey or sketch of the property indicating where the proposed encroachment is in relation to the easement.

Please return the original, executed indemnity agreement to the St. Lucie County.



**EXHIBIT "U"**

Prepared by and Return to  
St. Lucie County Water and Wastewater Utility District  
Attn: District Utility Director  
2300 Virginia Avenue  
Fort Pierce, FL 34982

**INDEMNITY AGREEMENT**  
(Encroachment)

**THIS INDEMNITY AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ ("Owner") whose address is \_\_\_\_\_ and St. Lucie County Water and Wastewater Utility District, its successors and assigns, ("District"), whose address is 2300 Virginia Avenue, Fort Pierce, FL 34982.

**WITNESSETH**

**WHEREAS**, Owner holds title to a certain parcel of real property more particularly described on Exhibit A attached to and made a part of this Agreement (the "Property"); and

**WHEREAS**, the Property is encumbered by a certain utility easement recorded in OR Book \_\_\_\_\_, Page \_\_\_\_\_ of the Official Records of St. Lucie County, Florida (the "Easement"), such Easement being for the benefit of the District; and

**WHEREAS**, Owner desires to install \_\_\_\_\_ within a portion of the Easement (the "Encroachment"), as described on Exhibit B attached to and made a part of this Agreement.

**NOW THEREFORE**, for and in consideration of the covenants set forth herein, Owner hereby agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The District hereby consents to the installation by Owner of the Encroachment within the Easement, subject to the terms herein.
3. In consideration of the District's consent to the installation of the encroachment within the Easement, Owner shall immediately remove said encroachment upon the request of the District or, in the event that the District determines, in its sole and exclusive discretion that it is necessary or desirable to exercise its rights under the Easement, and such exercise of rights requires the removal, replacement and/or relocation of the Encroachment or the relocation of the District's facilities in whole or in part, such removal, replacement and/or relocation shall be done by the District or its assigns and any and all expenses or damages incurred as a result of the removal of said Encroachment shall be at the sole cost and expense of the Owner.
4. Owner, its heirs, successors, legal representatives, and assigns, hereby agrees to indemnify and hold the District harmless from and against any and all liabilities, damages, penalties,

claims, costs and expenses whatsoever, including attorneys' fees at all levels, which may be imposed upon or asserted against the District as a result of or in any way connected to the Encroachment or its removal, replacement and/or relocation or any occurrence upon said Encroachment.

- 5. This Indemnity Agreement shall be binding upon the Owner, its heirs, successors, legal representatives and assigns. This Agreement will run with the land and shall be recorded in the Public Records of St. Lucie County, Florida.

**IN WITNESS WHEREOF**, the Owner has executed this Agreement as of the date first above written.

**WITNESSES:**

**OWNER:**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Witness Signature

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

**NOTARY CERTIFICATE**

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

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

My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed, Printed or Stamped Name of Notary

**ST. LUCIE COUNTY WATER AND WASTEWATER UTILITY DISTRICT:**

By: \_\_\_\_\_  
County Administrator

Approved as to Form and Correctness:

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

**EXHIBIT "V"**

Prepared by and Return to  
St. Lucie County Water and Wastewater Utility District  
Attn: District Utility Director  
2300 Virginia Avenue  
Fort Pierce, FL 34982

**CLAIM OF LIEN FOR UTILITY SERVICE**

**(STATE OF FLORIDA)**  
**(COUNTY OF ST. LUCIE)**

**NOTICE** is hereby given that the St. Lucie County Water and Wastewater Utility District, has a Claim of Lien for Utility Service against the following described real estate, situated in St. Lucie County, Florida, (the "Property") to wit:

in the amount of \$\_\_\_\_\_ for unpaid utility service furnished by the undersigned to the Property, for [ ] Potable Water Service, [ ] Reclaimed Water Service, [ ] Wastewater Service, and all utility service fees and charges which may accrue subsequent to the recording of this Claim of Lien, together with interest and all reasonable costs and attorneys' fees incurred by the District incident to the collection process.

This lien is hereby filed and recorded in the Official Records of the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, in the amount set forth hereinabove. This lien accrued as of and related back to the time of provision of the unpaid utility service furnished by the undersigned to the Property. This lien is equal in character, dignity and rank with liens for special assessments and County ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the Property.

**ST. LUCIE COUNTY WATER AND WASTEWATER UTILITY DISTRICT:**

By: \_\_\_\_\_  
County Administrator

Approved as to Form and Correctness:

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

## EXHIBIT "W"

Prepared by and Return to  
St. Lucie County Water and Wastewater Utility District  
Attn: District Utility Director  
2300 Virginia Avenue  
Fort Pierce, FL 34982

### PUBLIC WATER SUPPLY WELLSITE EASEMENT

**THIS EASEMENT** is made, granted and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, (hereinafter referred to as "Grantor"), whose address is \_\_\_\_\_, to St. Lucie County Water and Wastewater Utility District, its successors and assigns (hereinafter referred to as the "District") whose address is 2300 Virginia Avenue, Fort Pierce, Florida 34982.

### WITNESSETH

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a public water supply well easement which shall permit Grantee authority to enter upon the property of the Grantor (see **Exhibit "A"**, attached hereto and made a part hereof, hereinafter the "Easement") at any time to install, operate, monitor, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect water well facilities and appurtenant facilities, pipelines, pumps, telemetry and communications equipment, slabs, enclosures, and other like structures and equipment in, on, over, under and across the Easement, with full right to ingress thereto and egress therefrom the property. This Easement area or portion thereof may be fenced in for access control purposes.

Grantor, its heirs, legal representatives, successors and/or assigns, hereby agrees to indemnify and hold Grantee harmless from and against any and all liabilities, damages, penalties, claims, costs and expenses whatsoever, including attorneys' fees at all levels, which may be imposed upon or asserted against Grantee as a result of or in any way connected to the utilization of the wellsite, including but not limited to, impacts to on-site irrigation wells, aesthetic lakes and waterways, water features and surface water management systems. The Easement hereby granted covers a parcel of land lying, situate and being in St. Lucie County, Florida, and being more particularly described as follows:

### SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid Easement free and clear of mortgages and other encumbrances.

**IN WITNESS WHEREOF**, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

**WITNESSES:**

**GRANTOR:**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_ By: \_\_\_\_\_  
Witness Signature

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

\_\_\_\_\_  
Witness Signature

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

**NOTARY CERTIFICATE**

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed, Printed or Stamped Name of Notary

**EXHIBIT "W" CONTINUED**

**CONSENT AND JOINDER OF MORTGAGEE TO EASEMENT**

The undersigned mortgagee does hereby join in and consent to the granting of this Public Water Supply Well Easement, across the lands herein described, and agrees that its mortgage, which is recorded in Official Record Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of St. Lucie County, Florida, shall be subordinated to this Easement.

**IN WITNESS WHEREOF**, the Grantor/Mortgagee has hereunto set its hand and affixed its seal as of the date first above written.

**WITNESSES:**

**GRANTOR/MORTGAGEE:**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

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

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

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

\_\_\_\_\_  
Witness Signature

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

**NOTARY CERTIFICATE**

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

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

My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed, Printed or Stamped Name of Notary

**EXHIBIT "X"**

Prepared by and Return to  
St. Lucie County Water and Wastewater Utility District  
Attn: District Utility Director  
2300 Virginia Avenue  
Fort Pierce, FL 34982

**STANDARD POTABLE WATER & WASTEWATER DEVELOPMENT RENEWAL AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between St. Lucie County Water and Wastewater Utility District (the "District"), hereinafter referred to as "Utility", and \_\_\_\_\_ hereinafter referred to as "Property Owner".

**WITNESSETH:**

**WHEREAS**, the parties entered in to a Standard Potable Water, Wastewater and Reclaimed Water Development Agreement, dated \_\_\_\_\_ (the "SDA"); and

**WHEREAS**, Utility agreed to reserve a certain number of water, wastewater and reclaimed water equivalent residential connections/equivalent residential irrigation connections ("ERCs/ERICs") of utility capacity for Property Owner for a term of five (5) years ("Term") from the effective date of the Agreement; and

**WHEREAS**, the Term has expired or will expire on \_\_\_\_\_, 20\_\_ ("Capacity Expiration Date"); and/or

**WHEREAS**, the Term, as previously extended by Renewal Agreement dated \_\_\_\_\_, 20\_\_, has expired or will expire on \_\_\_\_\_, 20\_\_ ("Capacity Expirations Date"); and

**WHEREAS**, the five (5) year term may be extended in accordance with the Utility Extension Policy ("UEP"); and

**WHEREAS**, certain of the ERCs/ERICs provided for under the SDA have not been used by Property Owner; and

**WHEREAS**, Property Owner wishes to extend the Term of the SDA for the unused ERCs/ERICs provided in the SDA in accordance with the terms and conditions of this Standard Potable Water, Wastewater and Reclaimed Water Development Renewal Agreement ("Renewal Agreement").

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

**1. Recitals**

The recitals set forth above are true and correct and form a part of this Renewal Agreement. Terms not defined herein shall have the same meaning as ascribed to them in the SDA or the UEP as may be amended from time to time.

## **2. Renewal of Capacity Reservation**

A. Utility and Property Owner agree that there are \_\_\_ ERCs/ERICs remaining unused under the SDA (“Remaining ERCs/ERICs”). Utility agrees to extend the Term of the SDA for the Remaining ERCs/ERICs for an additional five (5) years from the Capacity Expiration Date. Upon execution of this Agreement, Property Owner shall pay Utility an additional TAA equal to \$\_\_\_ per ERC/ERIC and applicable agreement fee.

B. Property Owner acknowledges and agrees any and all future capacity reservations for the Property shall be in accordance with the terms and conditions of the SDA and the UEP.

C. Property Owner acknowledges and agrees Utility shall not refund or reimburse the TAA payments made for any unused ERCs/ERICs upon expiration of this Renewal Agreement.

## **3. Entirety of Agreement**

This Renewal Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Renewal Agreement.

## **4. Filing**

Copy of this Renewal Agreement may be recorded with the Clerk of the Circuit Court in and for St. Lucie County, Florida.

## **5. Modification of Agreement and Standard Renewal Agreement**

A. No additions, alterations, or variations from the terms of this Renewal Agreement shall be valid, nor can the provisions of this Renewal Agreement be waived by either party, unless such addition, alteration, variation or waiver is expressed in writing and signed by the parties hereto.

B. Except as set forth herein, the SDA remains unmodified and in full force and effect, and parties hereby ratify, confirm, and adopt the SDA as amended hereby.

## **6. Effective Date**

The provisions of this Renewal Agreement shall become effective upon execution by the parties hereto.



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

**ST. LUCIE COUNTY WATER AND WASTEWATER UTILITY DISTRICT:**

By: \_\_\_\_\_  
County Administrator

Approved as to Form and Correctness:

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

**WITNESSES:**

**PROPERTY OWNER**

\_\_\_\_\_  
Signature

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

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

Title: \_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Signature

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

**NOTARY CERTIFICATE**

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of \_\_\_\_\_ who is/are personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Typed, Printed or Stamped Name of Notary

**EXHIBIT "Y"**

Prepared by and Return to  
St. Lucie County Water and Wastewater Utility District  
Attn: District Utility Director  
2300 Virginia Avenue  
Fort Pierce, FL 34982

**STANDARD RECLAIMED WATER DEVELOPMENT RENEWAL AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between St. Lucie County Water and Wastewater Utility District (the "District"), hereinafter referred to as "Utility", and \_\_\_\_\_ hereinafter referred to as "Property Owner".

**WITNESSETH:**

**WHEREAS**, the parties entered in to a Standard Reclaimed Water Development Agreement, dated \_\_\_\_\_ (the "SRDA"); and

**WHEREAS**, Utility agreed to reserve a certain number reclaimed water equivalent residential irrigation connections ("ERICs") of capacity for Property Owner for a term of five (5) years (the "Term") from the effective date of the Agreement; and

**WHEREAS**, the Term has expired or will expire on \_\_\_\_\_, 20\_\_ ("Capacity Expiration Date"); and/or

**WHEREAS**, the Term, as previously extended by Renewal Agreement dated \_\_\_\_\_, 20\_\_, has expired or will expire on \_\_\_\_\_, 20\_\_ ("Capacity Expiration Date"); and

**WHEREAS**, the five (5) year term may be extended in accordance with the Utility Extension Policy ("UEP"); and

**WHEREAS**, certain of the ERICs provided for under the SRDA have not been used by Property Owner; and

**WHEREAS**, Property Owner wishes to extend the capacity reservation for the unused ERICs provided in the SRDA in accordance with the terms and conditions of this Standard Reclaimed Water Development Renewal Agreement ("Renewal Agreement").

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

**1. Recitals**

The recitals set forth above are true and correct and form a part of this Renewal Agreement. Terms not defined herein shall have the same meaning as ascribed to them in the SDA or the UEP as may be amended from time to time.

**2. Renewal of Capacity Reservation**

A. Utility and Property Owner agree that there are \_\_\_ ERICs remaining unused under the SRDA (“Remaining ERICs”). Utility agrees to extend the Term of the SRDA for the Remaining ERICs for an additional five (5) years from the Capacity Expiration Date. Upon execution of this Agreement, Property Owner shall pay Utility an additional TAA equal to \$\_\_\_/ERIC and applicable agreement fee.

B. Property Owner acknowledges and agrees any and all future capacity reservations for the Property shall be in accordance with the terms and conditions of the SRDA and the UEP.

C. Property Owner acknowledges and agrees Utility shall not refund or reimburse the TAA payments made for any unused ERICs upon expiration of this Renewal Agreement.

### **3. Entirety of Agreement**

This Renewal Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Renewal Agreement.

### **4. Filing**

Copy of this Renewal Agreement may be recorded with the Clerk of the Circuit Court in and for St. Lucie County, Florida.

### **5. Modification of Agreement and Standard Renewal Agreement**

A. No additions, alterations, or variations from the terms of this Renewal Agreement shall be valid, nor can the provisions of this Renewal Agreement be waived by either party, unless such addition, alteration, variation or waiver is expressed in writing and signed by the parties hereto.

B. Except as set forth herein, the SRDA remains unmodified and in full force and effect, and parties hereby ratify, confirm, and adopt the SRDA as amended hereby.

### **6. Effective Date**

The provisions of this Renewal Agreement shall become effective upon execution by the parties hereto.

(The remainder of this page intentionally left blank)

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the day and year first written above.

**ST. LUCIE COUNTY WATER AND WASTEWATER UTILITY DISTRICT:**

By: \_\_\_\_\_  
County Administrator

Approved as to Form and Correctness:

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

**WITNESSES:**

**PROPERTY OWNER**

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
(Seal)

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

**NOTARY CERTIFICATE**

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of \_\_\_\_\_ who is/are personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Typed, Printed or Stamped Name of Notary

**EXHIBIT “Z”**

Prepared by and Return to:  
St. Lucie County Water and Wastewater Utility District  
Attn: District Utility Director  
2300 Virginia Avenue  
Fort Pierce, FL 34982

**POTABLE WATER, WASTEWATER AND RECLAIMED WATER  
ADVANCED INFRASTRUCTURE AGREEMENT (AIA)**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between St. Lucie County Water and Wastewater Utility District, hereinafter referred to as “Utility”, and \_\_\_\_\_ [ADD ENTITY DATA], hereinafter referred to as “Property Owner”.

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

**WHEREAS**, Property Owner owns property located in St. Lucie County, Florida, and as more fully described in **Exhibit “A”**, attached hereto and made a part hereof and hereinafter referred to as "Property", whereupon Property Owner plans to develop the Property by erecting thereon residential and/or non-residential improvements. Property Owner desires to provide for the advance design, construction of Off-Site Facilities (as defined below) necessary to eventually provide water, wastewater and/or reclaimed water utility service to the Property in advance of such time as Property Owner determines to reserve water, wastewater and/or reclaimed water utility service to the Property; and

**WHEREAS**, Property Owner acknowledges that execution of this Agreement by Utility does not reserve any water, wastewater and/or reclaimed water utility service to the Property, nor confer nor grant any land use, zoning or site plan approvals for the Property, nor does it assure or guarantee Property Owner that Property Owner has or will be able to obtain land use, zoning or site plan approvals for or be able to construct on the Property with the completion of the Utility infrastructure under this Agreement.

**NOW THEREFORE**, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Property Owner and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
  - (a) “USP” - the Utility Service Policy for water, wastewater and reclaimed water service by the Utility, as may be amended from time to time, which is incorporated herein by reference;

- (b) "UEP" – the Utility Extension Policy for water, wastewater and reclaimed water service by Utility, as may be amended from time to time, which is incorporated herein by reference.
  - (c) "UPAP" – the Utility Extension Policy, Utility Service Policy, the Utility Rate Tariff, and other policies and procedures adopted by the St. Lucie County (Utility), as may be amended from time to time, which is incorporated herein by reference.
  - (d) "Service" - the readiness and ability on the part of Utility to furnish potable water and reclaimed water to and to collect wastewater from the Property;
  - (e) "Point of Service" - generally, the point where the pipes or meters of Utility are connected with pipes of the Property Owner as further defined in the UPAP;
  - (f) "Equivalent Residential Connection (ERC)" - a system capacity equivalency unit which corresponds to the peak demand of the single-family residential category of Customer usage. This system capacity equivalency unit is utilized to establish the system demand for various sized connections for the purpose of assessing fees;
  - (g) "Utility Facilities" - water, wastewater and reclaimed water facilities, including, but not limited to, mains, pipes, lines, pump stations, lift stations, hydrants, laterals, meters, valves, storage tanks, meter boxes, telemetry equipment, wells, signs, and SCADA systems, whether above ground, below ground or at grade level.
  - (h) "Off-Site Facilities" - Utility facilities that are located between the Developer's or Customer's property boundaries and any and all Point Of Connections.
  - (i) "On-Site Facilities" - Utility facilities that are located within Developer's or Customer's property boundaries.
3. Property Owner hereby acknowledges that pursuant to Chapter 153, Part II, Florida Statutes, Utility has exclusive right and privilege to construct, own, maintain, operate, replace, add to and expand the Utility's Utility Facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats. Utility covenants that it attempt to ascertain easement locations; however, should Utility install any of its Utility Facilities outside a dedicated easement area, Property Owner covenants and agrees that Utility will not be required to move or relocate any facilities lying outside a dedicated easement area as long as the facilities do not unreasonably interfere with the then or proposed use of the area in which the facilities have been installed. Property Owner hereby further acknowledges that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility requests for the maintenance, operation, repair, replacement, addition to or expansion of the Utility Facilities; that in the event Utility is required or desires to install any of its Utility Facilities in lands within the Property lying outside the streets and easement areas described above, then Property Owner or the successor owner(s), as applicable, shall grant to Utility, without cost or expense to Utility, the necessary easement or easements for such installation; provided, all such installations by Utility shall be made in such a manner as not to unreasonably interfere with the then primary use of such Property.

4. Property Owner is required to pay the fees and charges as noted in Exhibit B to this Agreement and the cost of the infrastructure as listed in Section 14. Special Conditions.
5. The Term of this Agreement is five (5) years. Upon receipt of payment of the fees, due upon execution of this Agreement, Utility agrees to either accept the funds and design, permit and build the advanced infrastructure or allow the property owner to design with review and approval by the Utility, permit, construct and turn-over the required advance infrastructure in the period noted in Section 14. Should the property owner choose to design, permit and build the advanced infrastructure, the construction must be completed within the time frame in the FDEP construction permit. Within five (5) years a SDA will be executed. This Agreement shall terminate automatically at the end of a Term, if not extended in accordance with the UPAP, and Property Owner agrees that Utility may record a termination of this Agreement in the event Property Owner has not renewed the Agreement. The termination shall extinguish all duties and obligations of Utility to property Owner under this Agreement. The duties, obligations and acknowledgements of Property Owner as set forth in Paragraphs 3, 4, 6, 7, 8, 10, 11, 12 and 14 of this Agreement shall survive termination of this Agreement.
6. Property Owner will construct up to the Point of Service to Utility, at no cost to Utility, the off-site Utility Facilities as determined necessary by District to be constructed by Property Owner to connect Property Owner's on-site Utility Facilities to Utility's Utility Facilities (all such off-site facilities referred to in this paragraph collectively as "Property Owner Facilities"). Upon compliance of said Property Owner Utility Facilities with the requirements of this Agreement and the UPAP for turnover of facilities, Utility agrees to accept ownership of the Property Owner Facilities for operation. Property Owner shall cause to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida, showing the Property Owner Facilities. Utility will advise Property Owner's engineer of any facility and sizing requirements as mandated by the UPAP. All such plans and specifications, including hard copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Property Owner shall cause to be constructed, at Property Owner's expense, the Property Owner Facilities as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied by Utility to cover the cost of plan review and inspection.

During the construction of the Property Utility Facilities, Utility may from time to time inspect such installations to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to direct the Property Owner, at the Property Owner's expense, to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the approved plans and specifications and the UPAP. Inspection by Utility shall in no way relieve the Property Owner of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and electronic media, shall be submitted to Utility upon completion of construction. Property Owner shall be required to re-install any Property Owner Facilities which do not meet the requirements of the UPAP or approved plans and specifications.

Property Owner hereby agrees to transfer or cause the transfer to Utility title to all Property Owner Facilities at no cost to Utility. Such conveyance is to take effect without further

action upon the written acceptance by Utility of the said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Property Owner shall convey or cause to be conveyed to Utility by Bill of Sale in a form provided in the UEP the complete Property Owner Facilities as approved by Utility, along with documentation of Property Owner's costs of construction and Property Owner's No Lien Affidavit, in form provided in the UEP. Subsequent to construction of the Utility Facilities, Property Owner shall convey to Utility all easements and/or rights-of-way covering areas in which Utility Facilities are located by a recordable document in a form supplied by Utility.

Utility's acceptance of the Property Owner Facilities installed by Property Owner shall be in accordance with the provisions as set forth in the UPAP, provided acceptance by Utility shall not relieve Property Owner from its obligations under this Agreement. All installations by Property Owner or its contractor shall be warranted for one (1) year (or five (5) years in the case of lift station pumps and motor assemblies) from date of final acceptance by the District of the FDEP permit to place the system in to service. Mortgagees holding liens on such properties shall be required to release such liens, subordinate their position, or join in the granting of the easements or rights-of-way. All Property Owner Facilities shall be located within an easement if not located within platted or dedicated rights-of-way.

The timely and continued payment by Property Owner of all fees in accordance with the terms set forth herein shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. The construction and transfer of ownership of the Utility Facilities does not and will not result in the Utility waiving or offsetting any of its fees, rules or regulations. Property Owner shall not have any present or future right, title, claim, or interest in and to the Utility Facilities transferred to or owned by Utility.

7. Property Owner acknowledges with Utility that all Utility Facilities conveyed to Utility shall at all times remain in the complete and exclusive ownership of Utility, and no entity owning any part of the Property or any residence or building constructed or located thereon, will have any right, title, claim or interest in and to such facilities, or any part of them, for any purpose.
8. Notwithstanding any provision in this Agreement, pursuant to Chapter 153, Part II, Florida Statutes, Utility may establish, revise, modify and enforce rules, regulations and fees covering the provision of potable water, wastewater and reclaimed water service to the Property. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Property Owner, upon any other entity holding by, through or under Property Owner, and upon any Customer of the potable water, wastewater and reclaimed water service provided to the Property by Utility. Said rules and regulations include, but are not limited to, oversizing of facilities, use of previously oversized facilities or extension of facilities.
9. Property Owner or its assignee shall not have the right to and shall not connect any Property Owner Facilities or ERCs or ERICs to the Utility Facilities of Utility until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation and maintenance of all improvements beyond the Point of Service shall be the sole cost and expense of the Property Owner, upon any other entity holding by, through or under Property Owner, and upon any Customer of the potable water, wastewater and reclaimed water service provided to the Property.



10. This Agreement may not be assigned without the prior written consent of Utility, and may only be assigned to a successor in interest of Property Owner to the Property. As a consequence of the unique nature of providing for utility service to the Property, no part of this Agreement may be assigned separately from the whole of the Agreement.
11. All notices provided for herein shall be in writing and transmitted by mail or by courier and, if to Property Owner shall be mailed or delivered to Property Owner at:

With a copy to:

and if to Utility, shall be mailed to Utility at:

St. Lucie County Water and Wastewater Utility District  
Utility Director  
2300 Virginia Ave., Annex  
Fort Pierce, Florida 34982

With a copy to:

St. Lucie County Attorney  
2300 Virginia Avenue  
Fort Pierce, Florida 34982

12. During the Term of this Agreement, the rights, privileges, obligations and covenants of Property Owner and Utility shall not be terminated by the turnover of any portion of the Property Owner Facilities to Utility with respect to Property Owner completing the remaining portions of the Property Owner Facilities and provision of utility services to any phased area and to the Property as a whole.
13. This Agreement shall supersede, null and void, all previous agreements or representations, either verbal or written, heretofore in effect between Property Owner and Utility, made with respect to the matter herein contained, and when duly executed, constitutes the entire agreement between the Property Owner and Utility. No additions, alterations or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. Property Owner acknowledges that staff and employees of Utility have no authority to bind Utility or agree to any additions, alterations or variations of terms of this Agreement or the UPAP, which can only be added to, altered or varied by the St. Lucie County Commission sitting as the District governing board. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement shall lie in St. Lucie County, Florida.

14. Special Conditions:

**IN WITNESS WHEREOF**, Property Owner and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**ST. LUCIE COUNTY WATER AND WASTEWATER UTILITY DISTRICT:**

By: \_\_\_\_\_  
County Administrator

Approved as to Form and Correctness:

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

**WITNESSES:**

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

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

**PROPERTY OWNER:**

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

\_\_\_\_\_

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

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

**NOTARY CERTIFICATE**

**STATE OF FLORIDA**  
**COUNTY** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, on behalf of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed, Printed, or Stamped Name of Notary Public  
Serial Number \_\_\_\_\_

**JOINDER AND CONSENT OF MORTGAGEE**

\_\_\_\_\_, being the holder of that certain mortgage dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and recorded the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, in Official Record Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Public Records of St. Lucie County, Florida, hereby consents and subordinates its mortgage to the utility easements contemplated in the forgoing Standard Potable Water, Wastewater and Reclaimed Water Development Agreement.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**MORTGAGE HOLDER:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**NOTARY CERTIFICATE**

**STATE OF FLORIDA**  
**COUNTY** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, of \_\_\_\_\_, on behalf of the \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Typed, Printed, or Stamped Name of Notary Public  
Serial Number \_\_\_\_\_

**Exhibit A**

**PROPERTY DESCRIPTION**

**Exhibit B**

**SCHEDULE OF FEES**

**OFFSITE DESIGN/ENGINEERING AND CONSTRUCTION COSTS:**

(\*AMOUNT DUE UPON EXECUTION OF AGREEMENT) \$ \_\_\_\_\_

**DOCUMENT RECORDING FEE: (\_\_\_PAGES)**

(\$10.00 first page/\$8.50 additional)

(\*AMOUNT DUE UPON EXECUTION OF AGREEMENT) \$ \_\_\_\_\_

**PLAN REVIEW FEE:**

TBD

(\*MINIMUM OF 2% CONSTRUCTION COSTS  
DUE UPON EXECUTION OF AGREEMENT, WITH ACTUAL  
ADDITIONAL COST PAYABLE PRIOR TO REGULATORY SIGN-OFF)

**INSPECTION FEES:**

TBD

(\*MINIMUM OF 1½% OF THE ENGINEER’S CERTIFIED  
CONSTRUCTION COST ESTIMATE DUE UPON EXECUTION  
OF AGREEMENT WITH ACTUAL ADDITIONAL  
AMOUNT DUE PRIOR TO REGULATORY SIGN-OFF)

**ADMINISTRATION FEE:**

\$ \_\_\_\_\_

(\*MINIMUM OF \$\_\_\_\_\_ DUE UPON EXECUTION  
OF AGREEMENT, WITH ACTUAL COST PAYABLE  
PRIOR TO REGULATORY SIGN-OFF)

**TOTAL DUE UPON EXECUTION OF AGREEMENT\***

\$ \_\_\_\_\_

*Note: Fees may be adjusted from time to time based on current resolution.*