



Clay County Utility Authority

3176 Old Jennings Road
Middleburg, Florida 32068-3907
Telephone (904) 272-5999
Facsimile (904) 213-2498
www.clayutility.org

*Working together to protect
public health, conserve our
natural resources, and
create long-term value for
our ratepayers.*

June 13, 2013

Ms. Carol Studdard
The School Board of Clay County Florida
900 Walnut Street
Green Cove Springs, Florida 32043

Re: Transmittal of Developer Agreement for Ridgeview Senior High School Cafeteria Expansion Fire Main Connection located 466 Madison Avenue in Orange Park, Clay County, Florida.

Dear Ms. Studdard:

Enclosed are three original copies of the Developer Agreement for the above-referenced project.


Please review this document and if it meets your approval, execute two original copies and return them back to us, and we will execute same and return one fully executed copy of the agreement to you for your records.

Also, for your information so that you will be fully informed as to what will be expected, you will be provided with a close out package of standard documents required to be executed by the Developer, and Developer's water and wastewater utility contractor, to finalize the completion of the project. Furthermore, you will be required to provide to the Clay County Utility Authority, at Developer's expense, a two-year Maintenance Warranty Bond in an amount equal to 10% of the value of the facilities to be deeded to the Clay County Utility Authority for ownership and maintenance. The following is a list of close out items, which you may or may not be required to provide to the Clay County Utility Authority upon completion of the projects:

- (1) Certificate of Construction Completion – Owner's Affidavit, acknowledging clear title to the utilities.
- (2) Bill of Sale of Utility System, associated with the water and wastewater utilities, which are to be owned and maintained by the Clay County Utility Authority.
- (3) Value of Acceptance Report, to be completed by the Contractor.
- (4) Water and Wastewater Maintenance Warranty Bond.
- (5) Contractor's Warranty and Developer Assignment of Warranty.
- (6) Grant of Easement.

Please feel free to call if you have any questions or require any additional information in this regard.

Very truly yours,
CLAY COUNTY UTILITY AUTHORITY


Ray O. Avery
Executive Director

ROA/mb
Enclosures

NOTE: Please be advised that the water and/or wastewater permits, if necessary, will not be issued until we receive the executed agreements and payment of the charges stated on page two of the agreement, along with three sets of the final plans.

Record & Return to:
Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068-3907

**RIDGEVIEW SENIOR HIGH SCHOOL
CAFETERIA EXPANSION
FIRE MAIN CONNECTION FOR
INTERNAL FIRE FLOW
(Clay Utility System)**
Name of Project

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT, made and entered into this _____, day of _____, **2013**, by and between **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "**Developer**", and **CLAY COUNTY UTILITY AUTHORITY**, an independent special district established under Chapter 94-491, Laws of Florida, Special Acts of 1994, hereinafter referred to as "**Utility**".

WHEREAS, Developer owns or controls lands located in Clay County, Florida, and described in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter "Property"); and

WHEREAS, Developer desires that the Utility provide central water, pumping, treatment and distribution service and/or central wastewater collection, treatment and disposal service for the Property; and

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

WHEREAS, the parties wish to enter into this Agreement setting forth their mutual understandings and undertakings regarding the furnishing of water and/or wastewater service by the Utility to the Developer's Property;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer 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) "Consumer Installation" - All facilities ordinarily on the consumer's side of the point of delivery.
 - (b) "Contribution-in-Aid-of-Construction (CIAC)" - The sum of money and/or the value of property represented by the cost of the wastewater collection system and water distribution system constructed or to be constructed which Developer or owner transfers, or agrees to transfer, to Utility, if so designated by the Utility, at no cost to Utility to provide utility service to specified property.

(c) "Equivalent Residential Connection (ERC)" - A factor expressed in gallons per day (GPD) which is used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one water ERC is (450) GPD and one wastewater ERC is (311) GPD.

(d) "Point of Delivery" - The point where the pipes or meter of Utility are connected with the pipes of the consumer. Point of delivery for water service shall be at the consumer's side of the meter and for wastewater service at the lot or property line. Utility shall, according to the terms and conditions hereof, own all pipes and appurtenances to the point of delivery unless otherwise agreed. The pipes and appurtenances inside the point of delivery shall belong to others.

(e) "Service" - The readiness and ability on the part of Utility to furnish and maintain water and wastewater service to the point of delivery for each lot or tract pursuant to rules and regulations of applicable regulatory agencies.

3. Assurance of Title - Developer represents and warrants that he is the owner of the Property and has the legal right to grant the exclusive rights of service contained in this Agreement. Upon request, Developer agrees to deliver to Utility evidence of such ownership including any outstanding mortgages, taxes, liens and covenants.

4. Connection Charges - In addition to the contribution of any wastewater collection systems and water distribution systems, where applicable, and further to induce Utility to provide water and wastewater service, Developer hereby agrees to pay to Utility the following service availability charges, as defined in the Rate Resolution (including Service Availability Policy), upon execution of this Agreement in order to reserve capacity in the System:

(a)	Water Plant Connection Charge:		
	(\$340.00 x 114.0 ERC's) *	\$	<u>N/A</u> **
	Wastewater Plant Connection Charge:		
	(\$1,845.00 x 114.0 ERC's) *	\$	<u>N/A</u> **
	Environmental Impact Charge:		
	(\$410.00 x 114.0 ERC's) *	\$	<u>N/A</u> **
(b)	Customer Connection Charge (Tap-in)-Water	\$	<u>N/A</u>
	Customer Connection Charge (Tap-in)-Wastewater	\$	<u>N/A</u>
(c)	Main Extension Charge - Water	\$	<u>N/A</u>
	Main Extension Charge - Wastewater	\$	<u>N/A</u>
(d)	Fire Protection Charge	\$	<u>N/A</u> **
(e)	Meter Installation Charge	\$	<u>N/A</u>
(f)	Plan Review Charge	\$	<u>279.00</u> ***
(g)	Inspection Charge	\$	<u>269.50</u> ***
(h)	Recording Fee	\$	<u>103.50</u>
(i)	Administrative Fee	\$	<u>100.00</u>
	Total	\$	<u>752.00</u>

* - Includes 114.0 ERCs, based on the estimated 1,515 high school student.

** - No connection charge to be charged to the School Board per Florida Statutes.

*** - This agreement is to cover the fire main inspection and review fees associated with internal fire flow to the building on the Property. Connection charges for the Property were previously paid for in Developer Agreement dated May 21, 1998, (CCUA Job File 97-013). See paragraph 35-37 for details.

Note: Items (f) and (g) are estimates and are subject to adjustment based on actual cost incurred.

Payment of the above charges does not and will not result in Utility waiving any of its rates or rules and regulations and their enforcement shall not be affected in any manner whatsoever by Developer making payment of same. Except as specifically stated, Utility shall not be obligated to refund to Developer any portion of the value of the above charges for any reason whatsoever nor shall Utility pay any interest upon the above charges paid.

Except as otherwise stated in this Agreement, neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the charges paid or to any of the water or wastewater facilities and properties of Utility, and all prohibitions applicable to Developer with respect to no refund of such charges, no interest payment on said charges and otherwise, are applicable to all persons or entities.

Any user or consumer of water and wastewater services shall not be entitled to offset any bill or bills rendered by Utility for such service or services against the connection charges paid. Developer shall not be entitled to offset the connection charges against any claim or claims of Utility as regards claims for breach of contract, damages, or charges of the like of Utility.

5. On-Site Installations - On-site facilities are those located within the Property for which Developer is requesting service. Developer shall convey to Utility, if so designated by Utility, all on-site water and wastewater lines, laterals, mains, lift stations, pump stations and appurtenant facilities (collectively referred to as "Components" or "On-Site System") on the Property with all contractual guarantees relating thereto. Conveyance shall take place within a reasonable time after installation of the On-Site System but prior to Utility's obligation to provide service. Until such time as the On-Site System is conveyed, the same shall be operated and maintained by Developer. In its sole discretion, Utility may decline to accept the On-Site System, may lease the On-Site System from Developer, or agree to such other arrangement as it deems appropriate.

Utility shall have the right and obligation, at the Developer's expense, to construct and/or approve the construction of the on-site installations which shall be owned and maintained by Utility, if so designated by Utility. The Utility shall also have the right to review all plans and specifications, connections to its system and the Developer shall pay a fee equal to the Utility's actual cost to review such plans and specifications. The Utility shall have the right to inspect all phases of construction undertaken by outside contractors for facilities which are to be owned by the Utility, if so designated by Utility. The Developer will reimburse the Utility for its costs for such inspection, including all overhead associated with same. Where on-site temporary pump stations or backflow prevention devices are required, they shall be paid for one hundred percent (100%) by the Developer without any provision for refund. Utility reserves the right to require backflow prevention devices on all water service connections.

The On-Site System shall be constructed in compliance with all regulatory requirements and the specifications and requirements of Utility. No construction shall commence until Utility has reviewed and approved Developer's contractor and the plans and specifications for construction of the water and wastewater systems for the project. The proposed electrical transformer layout of the electric utility providing service must be provided to the Utility prior to commencement of construction.

Developer shall guarantee Utility against defects in material and workmanship for the portion of the On-Site System to be owned by the Utility or County, if so designated by Utility. Developer shall secure from its contractor a written and fully assignable warranty that the system installed will be and remain free from all defects, latent or otherwise, with respect to workmanship, materials and installation in accordance with Utility-approved plans and specifications, for a period of two (2) years from the date of the system acceptance by the Utility, and immediately assign the same and the right to enforce the same to the Utility on or before such date. The Developer shall also provide to the Utility, at Developer's sole expense, such maintenance bond and other form of security acceptable to Utility in such amounts approved by Utility, which by its or their express terms protect and indemnify Utility against any loss, damage, costs, claims, debts or demands by reason of defects, latent or otherwise, in the system to be and remain in effect for two (2) years from the date of the system acceptance by Utility.

In addition to any other promises, guarantees or warranties to be provided by Developer to the Utility hereunder, Developer agrees to protect and indemnify Utility against any loss, damage, costs, claims, debts or demands by reason of defects, latent or otherwise, in the system which could not have been reasonably discovered upon normal engineering inspection, to be and remain in effect for a period of two (2) years from the date of the system's acceptance by Utility.

Developer agrees to transfer to Utility, if so designated by Utility, title to all water distribution and wastewater collection systems installed by Developer or Developer's contractor, which the Utility has agreed shall be owned and maintained by it pursuant to the provisions of this Agreement and shall:

- (a) Deliver a Bill of Sale and No Lien Affidavit in a form acceptable to Utility for such water distribution and wastewater collection systems.
- (b) Provide copies of invoices and Release of Liens from contractor for installation of the utility systems as well as for any repairs to the Systems which may have been caused by other subcontractors during construction.
- (c) Assign any and all warranties and/or maintenance bonds as set forth herein.
- (d) Provide all operations, maintenance and parts manuals, as-built plans complying with Utility's specifications, and other documents required for operation of the utility system.
- (e) Convey to Utility, if so designated by Utility, easements and/or rights-of-way covering all areas in which water and wastewater systems are installed, with adequate legal access to same, by recordable document in form satisfactory to Utility.
- (f) Convey to Utility, if so designated by Utility, by recordable document in form satisfactory to Utility, fee simple title to lift station and pump station sites, along with recordable ingress/egress easement documents.
- (g) Provide a copy of the Project Engineer's final certification of completion to the Florida Department of Environmental Regulation certifying installation of all water and sewer facilities in accordance with approved plans.

6. Off-Site Installations - Developer shall further construct all transmission mains, pump stations and appurtenant facilities necessary to connect the On-Site System to the nearest appropriate point in Utility's transmission system, as determined by Utility. Utility may require Developer to oversize off-site transmission mains and appurtenant facilities in a manner consistent with Utility's Wastewater System Master Plan. The costs associated with construction of over-sized facilities which provide Utility with excess capacity for the benefit of other properties may be subject to refundable advance treatment pursuant to Utility's Service Availability Policy. The same construction standards, warranty requirements, maintenance bond requirements, transfer of title by Bill of Sale, and indemnification requirements, as provided under paragraph 5. of this Agreement, shall also apply to the Off-Site installations.

7. Agreement to Serve - Upon the completion of construction of the On-Site and Off-Site Facilities by Developer, or an appropriate phase thereof, and compliance with the terms and conditions of this Agreement and Utility's Service Availability Policy, Utility will allow connection or oversee the connection of the wastewater collection facility and water distribution facility installed by Developer to the central facilities of Utility in accordance with all rules, regulations and orders of the applicable governmental authorities. Utility agrees that once it provides water and wastewater service to the customers within the Property that it will continuously provide such service, at its cost and expense, but in accordance with the other provisions of this Agreement, the then current Rate Resolution in effect for Utility, and the requirements of the governmental authorities having jurisdiction over the operations of Utility. Utility shall not be liable for any temporary interruptions in service as a result of equipment failure, emergencies or Act of God.

The covenants and agreements of Developer contained in Paragraphs 5, 6, and 7, hereof shall survive Utility's acceptance of any On-site and Off-site Facilities and Utility's commencement of service to the Property. Should any such covenant or agreement of Developer in fact be outstanding following either or both of such dates, then, notwithstanding any contrary provision contained herein, Utility may, upon thirty (30) days advance written notice and demand for cure mailed to Developer, temporarily interrupt service to the Property until such outstanding covenant or agreement of Developer is satisfied in full. Utility shall not be liable for any temporary interruptions in service as a result of any action authorized or permitted by this paragraph.

8. Application for Service - Developer, or any owner of any parcel of the Property, or any occupant of any residence, building or unit located thereon shall not have the right to and shall not connect any consumer installation to the facilities of Utility until formal written application has been made to Utility by the prospective user of service, or either of them, in accordance with the then effective rules and regulations of Utility and approval for such connection has been granted.

9. Easements - Developer hereby grants and gives to Utility, its successors and assigns, including a Dependent or Independent Special District of Clay County, but subject to the terms of this Agreement, the exclusive right or privilege to construct, own, maintain and operate the water and wastewater facilities to serve the Property in, under, upon, over and across the present and future streets, roads, alleys, utility easements, reserved utility strips and utility sites. Mortgagees, if any, holding prior liens on the Property shall be required to release such liens, subordinate their position or join in the grant or dedication of the easements or rights-of-way, or give to Utility assurance by way of a "non-disturbance agreement", that in the event of foreclosure, mortgagee would continue to recognize the easement rights of Utility. All water and wastewater collection facilities, save and except consumer installations, shall be covered by easements or rights-of-way if not located within platted or dedicated roads or rights-of-way for utility purposes and there shall be adequate legal access to same.

The use of easements granted by Developer to Utility shall not preclude the use by other utilities of these easements, such as for cable television, telephone, electric, or gas utilities. However, the use of such non-exclusive easements by third parties shall not interfere with Utility's utilization of same. Utility hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and wastewater industry with respect to the installation of all its facilities in any of the easement areas.

10. Utility's Exclusive Right to Utility Facilities - Developer agrees with Utility that all water and wastewater facilities accepted by Utility in connection with providing wastewater and water services to the Property, shall at all times remain in the sole, complete and exclusive ownership of Utility, and any person or entity owning any part of the Property or any residence, building or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water and wastewater services to other persons or entities located within or beyond the limits of the Property.

11. Exclusive Right to Provide Service - Developer shall not engage in the business of providing potable water services or sanitary wastewater services to the Property during the period of time Utility provides water and wastewater services to the Property. Utility shall have the sole and exclusive right and privilege to provide water and wastewater services to the Property and to the occupants of such residence, building or unit constructed thereon.

12. Rates - Utility agrees that the rates to be charged to Developer and individual consumers of water and wastewater services shall be those set forth in the then current Rate Resolution most recently adopted by the Board of Supervisors of the Clay County Utility Authority as may be amended from time to time. However, notwithstanding any provision in this Agreement, Utility, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce in a reasonable manner, rates or rate schedules so established.

Notwithstanding any provision in this Agreement, Utility may establish, amend or revise, from time to time, in the future, and enforce rules and regulations covering water and wastewater services to the Property. However, all such rules and regulations so established by Utility shall at all times be reasonable and subject to such regulations as may be provided by law or contract.

13. Effluent Disposal Obligation - As further consideration for this Agreement, Utility may require Developer to take back treated effluent for disposal, and to provide for certain wet weather storage for such effluent on the Property. In that event, a separate agreement will be entered into for such purpose.

14. Quality of Wastewater - All commercial facilities which discharge non-domestic type wastes into the Utility's collection system are required to meet the requirements of Resolution 97/98-11 (Pretreatment Resolution) with regard to waste quality. In addition, facilities with photographic development operations may be required to install and maintain a silver recovery unit in order to meet the requirements of this resolution. Discharge of floor finish stripper products and waste to the collection system requires an Industrial Pretreatment Permit issued by Utility. Developer, tenant or the Property/project owner or Lessor must inform Utility of its intent to discharge any floor finish stripper product and waste. Upon notification, a permit application will be sent to Developer, tenant or the Property/project owner or Lessor to be completed and submitted to Utility for processing. A permit fee is not required by Utility for an Industrial Pretreatment Permit. Failure to follow these procedures may result in termination of water and wastewater service.

15. Binding Effect of Agreement - This Agreement shall be binding upon and shall inure to the benefit of Developer, Utility and their respective assigns and successors by merger, consolidation, conveyance or otherwise. Any assignment or transfer by Developer shall be subject to Utility approval which shall not be unreasonably withheld provided the assignee or transferee shall acknowledge in writing that it assumes the duties and responsibilities of Developer as set forth in this Agreement.

16. Notice - Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to Developer, shall be mailed or delivered to Developer at:

Ms. Carol Studdard
The School Board of Clay County, Florida
900 Walnut Street
Green Cove Springs, Florida 32043

and if to the Utility at:

Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068-3907

or such other address as specified in writing by either party to the other.

17. Laws of Florida - This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority, if applicable.

18. Costs and Attorney's Fees - In the event the Utility or Developer is required to enforce this Agreement by court proceedings, by instituting suit or otherwise, then venue shall lie in Clay County, Florida, and the prevailing party shall be entitled to recover from the other party all cost incurred, including reasonable attorney's fees.

19. Force Majeure - In the event that the performance of this Agreement by either party is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, civil disorder, strike, embargo, natural disaster or catastrophe, unforeseeable failure or breakdown of transmission, treatment or other facilities, governmental rule, act, order, restriction, regulation, statute, ordinance, or order, decree, judgment, restraining order or injunction of any court, said party shall not be liable for such non-performance.

20. Indemnification - Developer agrees to indemnify and hold the Utility harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney's fees) to which it may become subject by reason of or arising out of Developer's performance of this Agreement. This indemnification provision shall survive the actual connection to Utility's wastewater and water distribution system.

MISCELLANEOUS PROVISIONS

21. The rights, privileges, obligations and covenants of Developer and Utility shall survive the completion of the work of Developer with respect to completing the facilities and services to any development phase and to the Property as a whole.

22. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Utility, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between Developer and Utility. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

23. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

24. Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

25. The submission of this Developer Agreement for examination by Developer does not constitute an offer but becomes effective only upon execution thereof by Utility.

26. Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

27. It is because of inducements offered by Developer to Utility that Utility has agreed to provide water and wastewater services to Developer's project. Developer understands and agrees that capacity reserved hereunder cannot and shall not be assigned by Developer to Third Parties without the written consent of Utility, except in the case of a bona-fide sale of Developer's property.

28. Utility shall, as aforesaid, at all reasonable times and hours, have the right of inspection of Developer's internal lines and facilities. This provision shall be binding on the successors and assigns of the Developer.

29. The parties hereto recognize that prior to the time Utility may actually commence upon a program to carry out the terms and conditions of this Agreement, Utility may be required to obtain approval from various state and local governmental authorities having jurisdiction and regulatory power over the construction, maintenance, and operation of Utility. The Utility agrees that it will diligently and earnestly, make the necessary proper applications to all governmental authorities and will pursue the same to the end that it will use its best efforts to obtain such approval. Developer, agrees to provide necessary assistance to Utility in obtaining the approvals provided for herein. Upon execution of this Agreement, Utility may require the payment of a reasonable fee to defray Utility's legal, engineering, accounting and administrative and contingent expense.

30. It shall be Developer's responsibility to provide acceptable as-built drawings of the water and wastewater systems installed by Developer, in accordance with Utility's standard specifications, details and notes, which are to be accepted by Utility for ownership and maintenance, as set forth in paragraph 5(d) herein; and it is understood and agreed that Utility's charges associated with the preparation of the CADD as-built drawings will be paid directly by Developer's licensed underground utility contractor. It shall be Developer's responsibility to properly instruct his contractor to contact Utility for an estimate of such charges and clarification of the required as-built drawing procedures.

31. It shall be Developer's responsibility or Developer's customers' responsibility, who utilize the project's water and wastewater service within Developer's project, to apply to Utility for service after the installation of the water and wastewater utilities, have been completed and accepted by Utility. Upon completion of application for water and wastewater service and payment of the appropriate charges set forth in Utility's then current applicable Rate Resolution, including any security deposits required, service will be initiated to customers within Developer's Property.

32. It is understood and agreed by Developer and Utility that Developer shall not place any conservation easements over any of the easement lands that contain Utility's water and wastewater facilities for the project covered by this agreement.

33. Developer shall grant an easement to Utility covering any portion of the potable water and wastewater facilities that Utility agrees to own and maintain, and Developer shall be responsible for providing the legal description for such easement to Utility.

34. It is understood and agreed that the landscaping (new or existing) for this project shall not include the planting of any trees within ten feet (10') of any of the water and wastewater mains to be owned by Utility.

35. Developer shall install a 6" double detector check valve at the point of connection to Utility's fire main stub, in accordance with the final plans prepared by Michele M. Agee, P.E., P.A., entitled *Ridgeview High Cafeteria Expansion*, which are acceptable to Utility. Such device shall be acceptable to Utility and shall include a 3/4" by-pass meter to meter any small or incidental flows. Upon the completion of the installation of said device, Developer shall provide to Utility for its permanent records the Make, Model, Size and Serial Number of said device. Furthermore, this device must be tested and recertified by a certified backflow prevention technician, annually or such other period as may be required by Utility. Proof of the annual testing and recertifications must be submitted to Utility for its records. This installation and annual recertifications shall be the responsibility of the Developer.

Utility shall have access to all of the water meters during normal business hours, for meter reading purposes.

36. Utility agrees to provide minimum fire flows of 558.24 GPM to the point of connection to Utility's fire main stub, at 20 PSI, subject to acts of God and temporary emergency conditions.

37. It is understood and agreed by Developer and Utility that Utility shall own and maintain all facilities upstream of the downstream side of the meters and all facilities upstream of the downstream side of the 6" tapping sleeve and 6" tapping valve; and that such facilities shall be installed by Developer's State of Florida Licensed Underground Utility Contractor and shall meet all of the requirements of Utility prior to Utility's acceptance for ownership and maintenance. All facilities downstream of the downstream side of the meters and downstream of the downstream side of the 6" tapping sleeve and the 6" tapping valve, shall be owned and maintained by Developer.

38. It is understood and agreed by Developer and Utility that this agreement does not include any other developments (future additions) that are planned for this Property. A separate agreement will be prepared for the additional requirements of each future development on the Property when such development is initiated.

39. It is understood and agreed by Developer and Utility that all provisions of previous agreement for the Property previously paid for in Developer Agreement dated May 21, 1998, Job File No. 97-013, shall remain in full force and effect.

40. It is understood and agreed by Developer and Utility that this agreement will need to be executed by Developer, and the charges paid (shown on page 2, of agreement), prior to October 1, 2013, and the construction of the utilities shall be commenced by October 1, 2013, or this agreement will be subject to any Service Availability charge increases currently approved, which may be applicable or which may be approved by Utility's Board of Supervisors for the next fiscal year beginning October 1, 2013; and this agreement is subject to any material cost increases which Utility may experience after October 1, 2013.

IN WITNESS WHEREOF, Developer 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.

WITNESSES:

Print Name _____

Print Name _____

DEVELOPER:

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA,
a political subdivision of the State of Florida

By: _____
Carol Studdard, as Chairman

Title: _____

(Corporate Seal)

WITNESSES:

Print Name _____

Print Name _____

UTILITY:

CLAY COUNTY UTILITY AUTHORITY

By: _____
Ray O. Avery

Title: _____
Executive Director

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this _____, day of _____, 2013, by _____, of **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, who is personally known to me or who has produced _____, as identification and who did (did not) take an oath.

Printed Name _____

Notary Public
State of Florida at Large

My Commission Expires:

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this _____, day of _____, 2013, by **RAY O. AVERY**, who is personally known to me or who has produced _____, as identification and who did (did not) take an oath.

Printed Name _____

Notary Public, State of Florida at Large

My Commission Expires:

**RIDGEVIEW SENIOR HIGH SCHOOL
FIRE MAIN CONNECTION**

EXHIBIT "A"

A parcel of land consisting of Block 1, Section 23, Ridgewood, Clay County, according to map thereof recorded in Deed Book "Q", page 663 of the public records of said county, together with a portion of Harrison Avenue (closed as per County Commissioners' Minute Book 10, pages 138 and 139), said parcel being more particularly described as follows:

Begin at the most southerly corner of said Block 1; thence on the southeasterly line thereof, North 44 degrees 59 minutes 00 seconds East, 1320.67 feet; thence South 45 degrees 01 minute 00 seconds East, 25.00 feet to the centerline of said Madison Avenue; thence on said centerline, North 44 degrees 59 minutes 00 seconds East, 1320.00 feet to the southwesterly line of Jefferson Avenue; thence on said southwesterly line, North 45 degrees 01 minute 00 seconds West, 1307.54 feet to the southeasterly line of Washington Avenue; thence on said southeasterly line, South 44 degrees 59 minutes 00 seconds West, 2640.67 feet to the northeasterly line of Madison Avenue; thence on said northeasterly line, South 45 degrees 01 minute 00 seconds East, 1282.54 feet to the point of beginning.