

DEVELOPER AGREEMENT  
No. 00338

THIS AGREEMENT, made and entered into this 2th day of February, 2000, by and between Nassau County Board of County Commissioners whose address is P.O. Box 1010, Fernandina Beach, Florida 32035, (hereinafter referred to as "Developer"), and United Water Florida Inc., whose address is 1400 Millcoe Road, Jacksonville, Florida 32225 (hereinafter referred to as "Service Company").

W I T N E S S E T H :

RECITALS. Developer owns certain real property in Nassau County, Florida, which is more particularly described on Exhibit "A" attached hereto and, by reference, made a part hereof (hereinafter referred to as "Developer's Property"). Developer has plans to develop immediately the Developer's Property by platting and/or other improvements thereon consisting of Nassau County Judicial Complex (hereinafter referred to as the "Development"). Developer desires to extend Service Company's water and wastewater system (hereinafter referred to as "Service Company's Utility System") to serve the Development and to reserve capacity in Service Company's water and wastewater treatment plants so that Service Company can provide service to the Development without imposing a burden on its existing customers. Service Company is willing to expand Service Company's Utility System and to reserve such treatment capacity and provide such service, so that the Development may have furnished to it and to its occupants an adequate water supply and wastewater disposal system, subject to all the terms and conditions of this Agreement. The Service Company and the Developer recognize that water is a natural resource of limited supply and wastewater treatment and disposal is a necessity for public health. Thus, the water supply and the treatment and disposal of wastewater must be regulated and controlled and be the subject only of a reasonable and beneficial use to assure an adequate supply of water and adequate wastewater treatment and disposal capacity for all members of the public served by the Service Company. The Developer and the Service Company further recognize that the supply of water and wastewater collection treatment, and disposal service by the Service Company to the Development is subject to regulation, prohibition, limitation and restriction by local, state and federal governmental agencies, as well as the Service Company in accordance with the terms of this agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration, the receipt and

sufficiency of which is hereby acknowledged. Developer and Service Company hereby covenant and agree as follows:

1. Conveyance of Developer's Extension. Developer shall, in accordance with the terms of this Agreement, cause to be constructed and conveyed to Service Company, free and clear of all encumbrances and at no cost to Service Company, the extension to Service Company's Utility System and the complete water and wastewater system on the Developer's Property (hereinafter called "Developer's Extension"). Developer shall submit to Service Company engineering plans and specifications for the Developer's Extension prepared by Developer's engineer which plans and specifications shall be approved in writing by Service Company prior to Developer's undertaking any construction. All construction of Developer's Extension shall be done by utility contractors approved in advance by Service Company as competent to perform such work, which said approval shall not be arbitrarily withheld. Following conveyance by Developer, Developer's Extension, additions, repairs and replacements thereto shall at all times remain the sole, complete and exclusive property of and under the control of Service Company, and the Developer shall have no right or claim in or to the Developer's Extension, but the Developer's Extension shall be used for providing service to the Development.

2. Contributions and Fees. Developer shall pay the following contributions and fees to Service Company:

(a) Contribution to Utility Plant. At execution of this Agreement, Developer shall pay to Service Company the contribution to utility plant as currently approved in Service Company's Tariff approved by the Florida Public Service Commission.

Said contribution is presently as follows:

(i) Water.....	\$110.00	per
Equivalent Residential Connection or	\$31,181.86	for
311 ERC's		

(ii) Wastewater.....	\$433.00	per
Equivalent Residential Connection or	\$122,743.13	for
311 ERC's		

Failure of Developer to pay timely the above contribution shall constitute a default under this Agreement and Service Company shall have no further obligation concerning the water or wastewater service needs of Developer, its successors or assigns.

(b) Meter Installation Fees. Meter Installation Charges shall be paid for by builder at the time of issuance of Certificate for Building Permit and a request for service.

(c) Administrative Costs and Inspection Fees. Developer shall pay to Service Company (i) eight percent (8 %) of the cost of construction of the Developer's Extension and (ii) Service Company's attorneys fees for this matter as administrative and inspection fees in order to defray all costs to Service Company of preparing and executing this Agreement; conducting the review of plans and specifications; conducting the inspection and testing of the Developer's Extension; and all other administrative costs incident to the construction of the Developer's Extension. Developer shall pay an Estimated Administrative Cost and Inspection Fee of \$36,503.00 to Service Company at the execution of this Agreement. The final administrative costs and inspection fee shall be eight percent (8 %) of the actual cost of construction of the Developer's Extension plus Service Company's attorneys fees for this matter. Upon completion of construction of the Developer's Extension, Service Company will determine the final administrative costs and inspection fee and either Service Company will refund the resulting excess paid by Developer or Developer pay the resulting deficiency within thirty (30) days from the date of written notice from Service Company.

Total costs in paragraph two (2), paid  
at the execution of this Agreement  
\$190,427.99

3. Grant of Easement and Deed Rights. Developer shall grant to Service Company, its successors and assigns, the perpetual right, privilege and easement to construct, reconstruct, install, lay, own, operate, maintain, repair, replace, improve, alter, remove, relocate and inspect water transmission and distribution mains, wastewater collection and interceptor mains, pipe lines, lateral lines, manholes, lift stations, pumping stations, valves, connections, meters, and appurtenant equipment, including but not limited to reuse equipment and facilities, over, across and under a twenty foot strip of land wherein Service Company's Utility System, including Developer's Extension, lies on the Developer's Property together with full use, occupation, and enjoyment thereof for the above purposes, and all rights and privileges thereto, including the right of ingress and egress thereto. If requested by Service Company and necessary to provide services to Developer's property, Developer shall also obtain and transfer to Service Company at no cost to Service Company similar easement rights on property other than Developer's Property for that portion of Service Company's Utility System needed to provide water and

wastewater service to Developer's Property. At its option, Service Company may require Developer to convey title to Service Company via warranty deed to areas for lift stations and pumping stations which Developer otherwise would have granted easement rights under this paragraph; provided, further, Service Company may require the sites transferred by deed to be in excess of the twenty (20) foot easement diameter. The easement rights granted with respect to public places shall be subject to the authority of the public authority having jurisdiction over such public places. Prior to Service Company providing service to the Development, Developer shall execute a grant or grants of easement in recordable form to be approved by Service Company, specifically granting to Service Company the above rights necessary, in the discretion of Service Company, to own, operate, maintain, repair, alter, and replace Developer's Extension and to provide water and wastewater service to Developer's Property and Developer shall obtain and provide Service Company with title insurance for such easement rights (and deed rights, if applicable) on terms and conditions, including policy amount, acceptable to Service Company. Developer shall indemnify and hold Service Company harmless from all damages, losses, liens, claims, actions, etc., arising from Developer's failure to grant to or obtain for Service Company such easement rights, as defined above in this paragraph, for any portion of Developer's Extension. Nothing contained in this Agreement shall prevent Developer or any subsequent owner of Developer's Property from exercising itself or granting exclusive or non-exclusive rights, privileges and/or easements to any other parties for the furnishing of utility services other than water and wastewater, provided that Service Company's use, occupancy and enjoyment of its easements are not unreasonably interfered with. Service Company shall not be obligated to furnish any water or wastewater service to any building which may be built on Developer's Property to which it does not have access. This paragraph shall survive the expiration or termination of this Agreement.

4. Developer's Right to Connect. Provided that Developer has complied with the terms of this Agreement and provided that the Developer's Extension is installed with the approval of Service Company and in compliance with the requirements of all public, governmental or other agencies having supervision, regulation, direction or control of such water and wastewater utility systems, Service Company shall allow Developer or its successors-in-title to connect the Developer's Extension into Service Company's Utility System.

5. Underground Utility Contractor. The Service Company reserves the right to approve in writing the underground utility contractor and/or his subcontractor

installing utility lines for the Developer under this Agreement.

6. Developer's Plans and Specifications. All engineering plans and specifications prepared by Developer's engineer, as provided in Paragraph 1 above, shall be reviewed and approved by Service Company which said approval shall not be arbitrarily withheld prior to Developer submitting said plans and specifications to any governmental agencies. The Developer's engineer shall incorporate into the Developer's engineering design, plans, specifications, the applicable standards and specifications of Service Company and the number and placement of fire hydrants specified by, and necessary for the approval of the Nassau County Fire Department/Marshal.

7. Installation and Inspection. The Developer's Extension shall be installed in accordance with the engineering plans and specifications approved by Service Company and Service Company shall have the right, but not the obligation, to make inspections as installation progresses. Service Company shall not accept Developer's Extension and will issue no certifications until all manhole lids and valve boxes in Developer's Extension are exposed at proper finish grade and valves are operational.

8. Test of Developer's Extension. Service Company shall have the right to refuse to accept title to Developer's Extension until Developer's Extension has passed certain tests, including, without limitation, hydraulic pressure tests and closed circuit television inspection of the Developer's Extension, arranged and witnessed by Service Company, or its representatives, to determine whether the Developer's Extension is constructed in accordance with the approved engineering plans and specifications. Said tests may be performed at least three (3) times: the first test upon completion of the system; the second test upon completion of construction of all buildings, roads, paving, drainage, and all construction within the right-of-way easement area or adjacent areas; and the third test should the completed Developer's Extension not be utilized under normal water and wastewater service conditions for a minimum of One Hundred Twenty (120) calendar days. In addition to the costs herein described, including, without limitation, the fees described in Paragraph 2 above, Developer agrees to have its water and wastewater contractor correct any leak location and repair deemed necessary by the Service Company as a result of any of said tests. If repairs are not made by its contractor, then Developer must pay all costs of leak location and repair deemed necessary by Service Company as a result of any of said tests.

9. General Conditions Precedent to Receiving Service. Prior to Service Company accepting the Developer's

Extension, Developer shall comply with all terms of this Agreement and shall:

(a) Provide to Service Company a certified accounting of the actual cost of the Developer's Extension, together with releases of liens from its water and wastewater contractor, in connection with the construction of the Developer's Extension;

(b) Furnish, in form and substance acceptable to Service Company, all of the following relating to the Developer's Extension:

(i) All permits and governmental approvals obtained by Developer, its contractors or agents;

(ii) Engineer's certifications;

(iii) Bill of Sale with warranties of title;

(iv) Easements pursuant to Paragraph 3 (and Deeds, if applicable).

(v) A copy of the subdivision of development plan showing 911 addresses and lot numbers;

(vi) One (1) Mylar and two (2) blue line prints of the as-builts of the Developers Extension as well as a disk created on the latest version of AUTOCAD. The file shall be submitted on 3 1/2" DSHD disks or CD-ROMS in .DWG format and readable without use of .DXF files. The file shall contain coordinate geometry of the property or development, roadways and/or lot layout, lot numbers, street addresses, street names, section-township and range information and locations of all mains, pipelines, service lines, valves and wastewater lift stations referenced from a fixed point i.e.: property corners and centerline of roadway intersections. Roadway stations are not acceptable for as-built information. The properties of entities cannot be changed. The file should not contain any data not relative to conveying as-built information, i.e.: "Cogo Data" such as points, descriptions, defpoints, etc. The Engineer of Record or a Florida Registered Surveyor, shall provide a letter certifying the as-built information to be correct. A scanned reproduction will not be accepted as an original disk file. The final submittal shall include Disk or CD, one (1) blue line print, and final plot on Vellum or Mylar.

Reproduced sepia mylars will not be accepted. Final plot shall include all signatures of (i) surveyor and (ii) contractor.

(vii) A listing of any repair costs incurred with regard to the Developer's Extension; and

(viii) Contract bond pursuant to Paragraph 17 hereof.

10. Construction Water. Service Company shall not provide water for construction on an unmetered basis, and Developer agrees that all charges, including all minimum charges for water service, shall be paid from the date of meter installation in accordance with Service Company's approved rate schedule.

11. Service Company's Right of Termination of Service. Service Company shall have the right to refuse to provide or terminate service, the right to refuse to provide or to terminate service to any building within Developer's Property, and the right to terminate this Agreement in the event Developer defaults or fails to comply with any of the terms and conditions of this Agreement in a timely manner and fails to cure such default or fails to comply or to commence such compliance and diligently pursue within ten (10) days following the receipt by Developer of Service Company's notice of such default or failure to comply.

12. Wastewater Discharge. Discharges into the Service Company's wastewater collection system shall at all times be in compliance with Federal, State and Local Regulations. Service Company may prohibit certain discharges into the wastewater collection system and may require pretreatment before discharging such wastewater into the wastewater collection system.

(a) Water from air condensation cooling coils will not be allowed to be drained into the wastewater collection system. Water of this type is to be drained into storm drains or holding ponds.

(b) Separate water meters and service lines are required if wastewater charges are to be eliminated from air conditioning cooling water. Meters installed for this purpose shall be outside of the building in an area approved by Service Company. At no time will deduct meters or sub-metering be allowed to eliminate wastewater charges.

(c) An approved backflow prevention device shall be installed by the Developer on the customer side of each water meter. The backflow preventor shall be owned and maintained by the Developer, his successors or assigns and

shall be accessible at all times to the Service Company for inspection.

13. Limitation of Liability. Neither party shall be liable or responsible to the other party as a result of injury to property or person, or failure to comply with the terms hereof, proximately caused by Force Majeure. The term "Force Majeure" as employed herein shall be acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of Armed Forces, epidemics, delays by carriers, inability to obtain materials or right-of-way on reasonable terms, acts of public authorities, acts of vandals or other third parties, or any other causes, whether or not of the same kind as enumerated herein. Further, in no event shall Service Company be liable to Developer or any occupant of Developer's Property for any consequential, incidental or punitive damages as a result of injury to property or person, regardless whether said injury was the result of acts of or within the control of Service Company or others.

14. Approval by Governmental Agencies. Service Company's obligations under this Agreement are contingent upon Developer obtaining all necessary approvals for Developer's Extension from all concerned governmental agencies. Developer hereby assumes the risk of loss as a result of the denial or withdrawal of the approval of any concerned governmental agencies or caused by an act of any governmental agency not within the sole control of Service Company and which, by exercise of due diligence, Service Company is unable to overcome, which affects the ability of the Service Company to provide water and wastewater service to Developer.

15. No Prohibition of Further Extension. This Agreement shall not prohibit or prevent Service Company from extending Service Company's Utility System in or to areas not referred to herein to serve other developers or consumers; provided, however, such extension of utility service shall not cause the Developer's Extension to become overloaded and shall not adversely affect the reservation of capacity.

16. Final Acceptance of Developer's Extension. The final acceptance of the Developer's Extension shall occur at such time as Developer has fulfilled all of the terms and conditions hereof and all engineering tests and evaluations have been completed and approved by Service Company (hereinafter the "Final Acceptance of Developer's Extension").

17. Warranty and Security. Developer warrants the Developer's Extension constructed by Developer only and holds Service Company harmless against all costs, expenses



and losses, including, without limitation, incidental and consequential damages, resulting from any defects in the Developer's Extension, including, without limitation, defects in material and workmanship, which are discovered or arise within a period of one (1) year following the date of Final Acceptance of Developer's Extension. As security for Developer's performance of this representation and warranty, simultaneously with the conveyance of the Developer's Extension, Developer shall deliver to Service Company an executed contract bond in form and substance satisfactory to Service Company in the amount of twenty-five percent (25%) of total cost of the construction of Developer's Extension. The contract bond shall have as the surety thereon such surety company, acceptable to Service Company, as is authorized to write bonds of such character and amount under the laws of the State of Florida. The attorney-in-fact, or other officer who signs a contract bond for a surety company, must file with such bond a certified copy of his power of attorney authorizing him to do so. Subject to the approval of the Service Company, the Developer may elect to deliver to Service Company a contract bond in compliance with all requirements herein and in a form acceptable to Service Company, from the Developer's contractors as the principal with the Developer and Service Company as co-obligees. The contract bond shall remain in force for one (1) year following the date of Final Acceptance of Developer's Extension by Service Company, as defined herein. Once Service Company is aware of a defect in the Developer's Extension, the Developer will be notified of the defect within ten (10) days. If Developer fails to make or commence timely repairs, as necessary to ensure uninterrupted service to Service Company's customers or to minimize any actual interruption, but in no event later than 10 days after receipt of Service Company's notice, the Developer or his surety shall be liable to Service Company for all costs arising therefrom. All documents referred to in or required by this paragraph shall be in a form acceptable to Service Company.

18. Developer's Liability for Damage to Developer's Extension. Developer shall be responsible for and make any repairs or replacements as the result of any breakage, vandalism or other damage caused to Developer's Extension, including, without limitation, meter boxes and Service Company's meters, until Final Acceptance of Developer's Extension by Service Company. After the Final Acceptance of Developer's Extension, Developer shall indemnify and hold Service Company harmless from the cost of any repairs for any breakage or other damage to Developer's Extension from time of completion of Developer's Extension until completion of all buildings, roads, paving, drainage, and other construction on Developer's Property necessary to complete the Development. If, within ten (10) days of the receipt of Service Company's notice of such breakage or other damage,

Developer fails to make timely repairs and corrections, Service Company shall have the option to make such repairs or replacements at Developer's cost.

19. Developer's Refundable Share Payment or Developer Line Demand Cost. Developer recognizes that water or wastewater utility service to the Developer's Property is provided by the use of a main extension and other improvements constructed by a prior developer or by Service Company and that Developer is obligated to refund to said prior developer or Service Company, Developer's share of the costs of said main extension or other improvements. Accordingly, Developer shall pay its pro-rated share of the cost of said main extension or other improvements to Service Company. Said pro-rated share shall be calculated on the basis of the front footage of the development. For the purpose of this Agreement, the cost of Developer's said refundable share shall be \$92,661.45 to be paid at the execution of this agreement.

20. Alternate Water Source. Developer agrees that no well, pond, lake or any source of water is to be constructed for the purposes of obtaining construction water, future domestic use, or fire protection. Any well constructed for lawn sprinkling and irrigation shall not be connected or cross-connected to domestic water supply. If a well for lawn sprinkling or irrigation is installed, a back flow prevention device, approved and inspected by the Service Company, must be installed downstream from the meter at the customer's cost. Developer hereby grants Service Company any and all of Developer's right, title, and interest that it has or may have to provide water service, wastewater service, or both to Developer's Property. Developer agrees that all water used on Developer's Property shall be metered with Service Company's meters.

21. Limited Reservation of Treatment Capacity. Service Company's reservation of water and wastewater treatment capacity pursuant to this Agreement for Developer's Property is limited to 283.47 water Equivalent Residential Connections ("ERCs") and 283.47 wastewater ERCs, which is 99,215 gallons per day ("GPD") and 79,372 GPD for water and wastewater, respectively.

22. Construction of Developer's Extension. Developer agrees to commence construction of Developer's Extension within One Hundred Eighty (180) calendar days from the date hereof. Developer further agrees that construction shall not cease for a continuing period of One Hundred Eighty (180) calendar days. Should the Developer not strictly adhere to these conditions, then any obligations or duties of the Service Company arising out of or prescribed by this Agreement shall be null, void and unenforceable. If Developer cannot start construction within One Hundred

Eighty (180) calendar days, it can request in writing an extension of ninety (90) days to commence construction. The utility shall grant the ninety (90) day extension if needed.

23. Modification of Development Plans. Should the Developer modify its development plans for Developer's Property in a manner which would require greater water usage, greater fire flows, additional water facilities, greater wastewater flows, or additional wastewater facilities than the water and wastewater demands designed and approved under the engineering plans and specifications which are the subject of this Agreement, then Developer shall enter into a new agreement with Service Company providing for the construction of such additional water or wastewater facilities meeting all Service Company's and governmental design requirements and shall pay all additional contributions and fees as may be authorized by the Service Company's Tariff or the Florida Public Service Commission, or its successor, at the date said new agreement is executed.

24. Notice of Connection to Wastewater System. Developer shall give Service Company written notice that Developer is connecting the Developer's Extension to the Service Company's wastewater collection system no less than two (2) days prior to said connection for inspection. If Developer fails to give said written notice, Service Company may require Developer to uncover and expose said connection for inspection, at the sole cost of Developer.

25. Depth of Service Line and Cleanouts. Depth of service line and cleanouts shall be set by distance to house connection @  $\frac{1}{4}$ " per foot, plus one (1) foot, however the depth shall not exceed four and one half feet (4.5'). If the service line and cleanout depth is greater than 4.5 feet, Developer shall at its cost raise all effected cleanouts to finished grade. Refer to UWF Detail Sheet (CLEANOUT) on approved plans for profile view.

26. Connection of Buildings. Developer shall at its sole cost and expense connect the private property water pipes and the private property wastewater pipes of each building constructed on Developer's Property to the meters and wastewater laterals of Developer's Extension as reflected in plans and specifications approved by Service Company.

27. Application for Service. Developer, its successors, or the occupant(s) of the Developer's Property, shall make written application to Service Company for the opening of an account(s) for service. Said application is to be made only after the payment of all utility plant contributions as set forth herein. At the time of making said application for service, the applicant shall pay all

service charges as set forth in Service Company's Tariff approved by the Florida Public Service Commission.

28. Notice of Transfer of Developer's Property. Developer agrees to provide proper written notice to Service Company of the actual date of the legal transfer of Developer's Property from Developer to any third party. Developer shall remain responsible for all costs and expenses, including utility bills, which arise as a result of Developer's failure to notify or improper notification to Service Company.

29. Regulation by Governmental or Regulatory Authority. The parties recognize and agree that the terms and provisions of Service Company's existing Tariff approved by and on file with The Florida Public Service Commission, including the Service Availability Policy, (the "Tariff") shall be deemed to have been expressly incorporated herein by reference. Developer acknowledges, by its execution hereof, its review of a copy of said Tariff in effect on the date of execution of this Agreement. The parties further agree and recognize that certain contributions, fees, amounts and other charges collected, and rules, regulations and operating procedures followed by Service Company are subject to continuing approval and modification by the Florida Public Service Commission and other governmental or regulatory authorities. Developer hereby agrees that it will pay to Service Company all contributions, fees, amounts and other charges in accordance with, and be bound by all other provisions of, the Tariff approved for Service Company by the Florida Public Service Commission or other governmental or regulatory authority as being applicable at the time that connections are made, services are provided or other actions are taken by Service Company. Developer further agrees that it will comply with all rules, regulations and operating procedures of Service Company approved for Service Company by the Florida Public Service Commission or other governmental or regulatory authority as being applicable at the time that actions are to be taken by Developer or Service Company.

30. Miscellaneous.

(a) All monies required to be paid by Developer to Service Company shall be and become the sole exclusive property of Service Company, except as otherwise provided for in this Agreement.

(b) This Agreement supersedes all previous agreements or representations either verbal or written heretofore in effect between Developer and Service Company and made with respect to the matters contained herein, and when duly executed constitutes the complete agreement between Developer and Service Company.

(c) The provisions of this Agreement shall not be construed as establishing a precedent in connection with the amount of fees or contributions made by a developer or other customer, or the acceptance thereof on the part of the Service Company for other water or wastewater utility extensions that may be required hereafter by Developer and are not the subject of this Agreement.

(d) The signature of any person to this Agreement shall be deemed a personal warranty that he has the power and authority to bind any corporation or partnership or any other business entity for which he purports to act.

(e) This Agreement was made and executed in Jacksonville, Florida, and shall be interpreted and construed according to the laws of the State of Florida.

(f) The headings used in the paragraphs of this Agreement are solely for the convenience of the parties and the parties agree that they shall be disregarded in the construction of this Agreement.

(g) This Agreement shall inure to and be binding upon the heirs, successors and assigns of the parties hereto. It is understood that Developer may assign its rights hereunder to successor/owners of the Developer's parcels of real property included in the Developer's Property.

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

Signed, sealed and delivered  
In the presence of:

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

ATTEST: \_\_\_\_\_

[Signature]  
Print: J.M. "Chip" Okley, Jr.  
Ex-Officio Clerk

[Signature]  
Print: \_\_\_\_\_  
\_\_\_\_\_

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

By: [Signature]  
Print: Nick D. Deonas  
Its: Chairman

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
Gary R. Moseley, V.P.

UNITED WATER FLORIDA

STATE OF Fla.  
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 11th day of Dec., 2000 by Nick D. Deonas of Nassau County Board of County Commissioners, on behalf of the corporation. He/she () is personally known to me or () produced a drivers license # \_\_\_\_\_ as identification and who did take an oath.



Ann R. Myers  
MY COMMISSION # CC881894 EXPIRES  
January 3, 2004  
BONDED THRU TROY FAIN INSURANCE, INC.

[Signature]  
NOTARY PUBLIC

My Commission Expires: **ANN R. MYERS**

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd day of February, 2001 by Gary R. Moseley, Vice President of United Water Florida Inc., on behalf of the corporation. He () is personally known to me or () produced a drivers license # \_\_\_\_\_ as identification and who did take an oath.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

Approved as to Form by the  
Nassau County Attorney

[Signature]  
Michael S. Mullin



## EXHIBIT "A"

### LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTION 7, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A DEPARTMENT OF TRANSPORTATION CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SAID SECTION 7; THENCE NORTH  $88^{\circ}24'30''$  EAST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 2649.18 FEET TO A LIGHTER WOOD POST (REPLACED WITH A CONCRETE MONUMENT LB 6756) MARKING THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER (NW  $\frac{1}{4}$ ) OF SAID SECTION 7; THENCE SOUTH  $01^{\circ}56'37''$  EAST, ALONG THE MONUMENTED EAST LINE OF THE EAST ONE-HALF (E  $\frac{1}{2}$ ) OF THE NORTHEAST ONE-QUARTER (NE  $\frac{1}{4}$ ) OF THE NORTHWEST ONE-QUARTER (NW  $\frac{1}{4}$ ) OF SAID SECTION 7, A DISTANCE OF 656.89 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER (NW  $\frac{1}{4}$ ) OF SAID SECTION 7 AND THE POINT OF BEGINNING; THENCE SOUTH  $01^{\circ}47'18''$  EAST, CONTINUING ALONG SAID EAST LINE A DISTANCE OF 659.39 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF THE EAST ONE-HALF (E  $\frac{1}{2}$ ) OF THE NORTHEAST ONE-QUARTER (NE  $\frac{1}{4}$ ) OF THE NORTHWEST ONE-QUARTER (NW  $\frac{1}{4}$ ) OF SAID SECTION 7; THENCE SOUTH  $88^{\circ}09'17''$  WEST, ALONG THE SOUTHLINE OF EAST ONE-HALF (E  $\frac{1}{2}$ ) OF THE NORTHEAST ONE-QUARTER (NE  $\frac{1}{4}$ ) OF SAID SECTION 7, A DISTANCE OF 659.45 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF (E  $\frac{1}{2}$ ) OF THE NORTHEAST ONE-QUARTER (NE  $\frac{1}{4}$ ) OF THE NORTHWEST ONE-QUARTER (NW  $\frac{1}{4}$ ) OF SAID SECTION 7; THENCE SOUTH  $01^{\circ}59'21''$  WEST A DISTANCE OF 925.00 FEET; THENCE NORTH  $88^{\circ}069'17''$  EAST A DISTANCE OF 3198.34 FEET TO A POINT ON THE MONUMENTED EAST LINE OF SAID SECTION 7; THENCE, NORTH  $00^{\circ}28'53''$  WEST ALONG SAID EAST LINE ON SECTION 7, A DISTANCE OF 1466.07 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF WILLIAM BURGESS BOULEVARD (A 100-FOOT RIGHT-OF-WAY AS NOW LAID OUT AND IN USE) AND A POINT ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 695.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH  $34^{\circ}31'16''$  EAST; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF  $50^{\circ}45'52''$ , A DISTANCE OF 615.77 FEET, THENCE NORTH  $70^{\circ}11'20''$  WEST DEPARTING FROM SAID RIGHT-OF-WAY LINE, A DISTANCE OF 539.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 7; THENCE SOUTH  $89^{\circ}48'40''$  WEST ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 1129.88 FEET; THENCE SOUTH  $01^{\circ}31'49''$  EAST A DISTANCE OF 638.34 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 607, PAGE 1055, PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH  $88^{\circ}12'38''$  WEST A DISTANCE OF 659.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 129.34 ACRES MORE OR LESS.

### LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTION 8, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SAID SECTION 8; THENCE SOUTH  $00^{\circ}28'53''$  EAST, ALONG THE WEST LINE OF SAID SECTION 8, A DISTANCE OF 700.84 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WILLIAM BURGESS BOULEVARD (A 100-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH  $00^{\circ}09'17''$  EAST, A DISTANCE OF 800.23 FEET; THENCE NORTH  $00^{\circ}28'53''$  WEST, A DISTANCE OF 1416.28 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID WILLIAM BURGESS BOULEVARD; THENCE NORTH  $63^{\circ}04'00''$  WEST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 681.74 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 695.00 FEET; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF  $7^{\circ}35'29''$ , A DISTANCE OF 92.08 FEET, (SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH  $59^{\circ}16'29''$  WEST A DISTANCE OF 92.02 FEET) TO THE POINT OF BEGINNING.

CONTAINING 30.0 ACRES MORE OR LESS.

United Water



**United Water Florida**

1400 Millcoe Road  
PO Box 8004  
Jacksonville, FL 32239-8004  
telephone 904 721 4600  
facsimile 904 721 4680

Monday, February 05, 2001

Ms. Dawn Stevenson  
Nassau County Public Works Department  
2290 State Road 200  
Fernandina Beach, FL 32239

Dear Ms. Stevenson:

Enclosed is your original of the Developer Agreement between United Water Florida and the Nassau County Board of County Commissioners, dated February 2, 2001. I have forwarded the FDEP permit applications to Dan McCranie at your request.

If you have any further questions please call me at 904 721-4601, extension 4604.

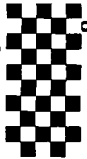
Thank you.

Sincerely yours,

John Pine  
New Business Manager

cc: to file





**United Water Florida**  
1400 Millcoe Road  
PO Box 8004  
Jacksonville, FL 32239-8004  
telephone 904 721 4600  
facsimile 904 721 4680

April 17, 2001

Nassau County Board of County Commissioners  
PO Box 1010  
Fernandina Beach, FL 32035-1010

**Re: United Water Florida (UWFL) Approved Contractors List**

Dear Sir or Madam:

We have attached a copy of UWFL's Approved Contractors List. This list was revised April 17, 2001 and is effective immediately.

Please note that there have been modifications. The execution of an approved developer contract and the number of reserved ERC's, including any limiting language which affects reserved ERC's, (see "Limited Reservation of Treatment Capacity" under your specific agreement) will be the determining factor as to whether a contractor previously on the list, but not now, can be used for UWFL utility construction.

As previously indicated, UWFL plans to conduct a review of this list in June 2001 to re-qualify all contractors and make suitable changes.

If you have any questions or require further information, please do not hesitate to contact us at 904-721-4601.

Sincerely,

Gary R. Moseley  
Vice President-General Manager

GRM/bld

01 APR 19 11:03:03



**United Water Florida**  
 1400 Millcoe Road  
 Jacksonville, FL 32225  
 telephone 904-721-4600  
 facsimile 904-721-4680

**UNITED WATER FLORIDA**  
**APPROVED UNDERGROUND UTILITIES CONTRACTORS LIST**  
 Revised April 16, 2001

**A.J. Johns, Inc.**  
**Ken Rutherford**  
 3225 Anniston Road  
 Jacksonville, FL 32246  
 904-641-2055  
 904-641-2102 Fax  
[kim@ajjohns.com](mailto:kim@ajjohns.com)

**Braddock Construction**  
**Brad Pinover**  
 PO Box 51328  
 Jacksonville Beach, FL 32250  
 904-247-2302  
 904-247-2337 Fax  
[bpinover@braddockconstruction.com](mailto:bpinover@braddockconstruction.com)

**C & J Utilities**  
**Bill Taylor**  
 PO Box 957  
 McClenny, FL 32063  
 904-259-2722  
 904-353-7301 Jax  
 904-353-0639 Fax

**Florida Asphalt Construction, Inc.**  
**Rick Johns**  
 1701 Blanding Blvd.  
 Middleburg, FL 32068  
 904-282-5456  
 904-282-0229

**Gruhn May, Inc.**  
**Ron May / Gordon Gruhn**  
 6897 Phillips Pkwy. Dr. No.  
 Jacksonville, FL 32256  
 904-262-9544  
 904-268-0679 Fax  
[gruhnmay@aol.com](mailto:gruhnmay@aol.com)

**Jax Utilities Construction**  
**Grady James**  
 5253 West 12<sup>th</sup> Street  
 Jacksonville, FL 32254  
 904-357-4950  
 904-357-4977 Fax

**John Woody, Inc.**  
**Mike Woodall**  
 PO Box 60218  
 Jacksonville, FL 32236  
 904-783-2411  
 904-695-0881 Fax

**V.J. Usina Contracting, Inc.**  
**V.J. Usina**  
 1127 5<sup>th</sup> Street  
 St. Augustine, FL 32095-5750  
 904-829-6727 St. Johns 904-354-1687 Jax  
 904-829-0822 Fax  
[ali@vjusina.com](mailto:ali@vjusina.com)

**MGA Construction Incorporated**  
**Mike Allen**  
 200 Cumberland Park Drive  
 St. Augustine, FL 32095  
 904-808-1445  
 904-808-8575 Fax  
[mgaconstr@aol.com](mailto:mgaconstr@aol.com)

**Ray's Plumbing Contractors, Inc.**  
**Lane Eunice**  
 1033 South Edgewood Avenue  
 Jacksonville, FL 32205  
 904-387-3541  
 904-387-5778 Fax  
[leunice@rays-plumbing.com](mailto:leunice@rays-plumbing.com)

**R.J.'s Underground Utilities**  
**Russell Morgan**  
 1300 East SR 200  
 Yulee, FL 32097  
 904-225-2959  
[rjsundergr@aol.com](mailto:rjsundergr@aol.com)

**Rod & Rod, Inc.**  
**John Rodgers**  
 9001 No Road  
 Jacksonville, FL 32210  
 904-778-4516  
 904-779-5782 Fax

**United Brothers Corporation**  
**David Dostie**  
 6924 Distribution Avenue South  
 Jacksonville, FL 32256  
 904-262-3227  
 904-262-5505 Fax  
[ubddavid@aol.com](mailto:ubddavid@aol.com)

Agenda Request For: December 11, 2000

Department: Public Works

Fund: N/A

Action requested and recommendation: Staff requests the Board of County Commissioners authorize the Chairman to sign said agreement and the Board to approve payment of attached invoice for the Judicial Complex.

Funding Source: N/A

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: N/A

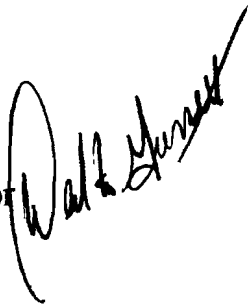
Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A

Reviewed by:

Legal

Finance

Coordinator



00109700 00111:14

12/12/00

Orig sent to Dawn  
copy to Finance



**Nassau County Public Works Department**

2290 State Road 200  
Fernandina Beach, Florida 32034-3056

Jack D'Amato, Jr., PE  
Director of Public Works

**MEMORANDUM**

**TO : Nick Deonas, Chairman**

**FROM : Jack D'Amato, Director of Public Works** *J.D.A.*

**DATE : November 28, 2000**

**SUBJECT : Developers Agreement for Judicial Complex &  
Invoice from United Water**

\*\*\*\*\*

**BACKGROUND:**

The Nassau County Public Works Department is in receipt of an agreement and construction cost invoice for the Judicial Complex for payment in the amount of \$283,089.44 and the contract to be signed in order to expedite the water and sewer DEP applications.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners authorize the Chairman to sign said agreement and the Board of County Commissioners to approve payment of attached invoice.



McCranie & Associates, Inc.  
Land Development • Roadway Design • Permitting

TRANSMITTAL

DATE: November 21, 2000

TO: Jack D'Amato

FROM: Daniel I. McCranie, P.E.

SUBJECT: Judicial Complex

DMc Project 00006

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Please find attached two original Developers Agreement and an invoice from United Water for the Judicial Complex. Please have this signed and executed in order to expedite the water and sewer DEP Applications. If there are any questions, please do not hesitate to call.

Sincerely,

Daniel I. McCranie, P.E.  
President  
McCranie & Associates, Inc.

RECEIVED  
11/22/00  
GTH

Tuesday, November 21, 2000

Mr. Daniel McCranie  
McCranie & Associates  
23 South Third Street  
Amelia Island, FL 32034

Dear Mr. McCranie:

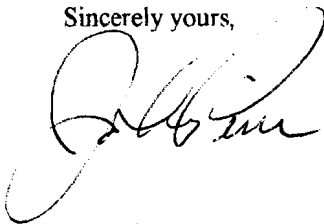
Enclosed are two original Developer Agreements for the Nassau County Judicial Complex. Please have them executed by the County and return both copies, plus the enclosed invoice, and a check for the amount indicated on the invoice to the address at the top of the invoice.

The Agreements will be forwarded to me and I will have them both executed on UWFL's behalf and send one original back to you for your client's records.

For your information the plant capacity fees were calculated based upon the average daily flow for the Judicial Complex that you calculated in the FDEP water facility construction application. The rebate due from the County to FCCJ is based upon front footage of the Complex along William Burgess Blvd. derived from the scaled drawing you sent me. The administration fee is based upon 8% of the utility improvements that were derived from the schedule of values (your engineer's estimate) that you sent me.

When we receive the payment, I will sign off on the construction permits and call you. If you have any questions call me.

Sincerely yours,



John Pine  
New Business Coordinator

Cc: to file



UNITED WATER FLORIDA  
 1400 MILLCOE ROAD  
 JACKSONVILLE, FLORIDA 32225  
 ATTENTION: CASHIER-N.BUS.

Invoice No.

83

United Water

**INVOICE**

**Customer**

Name NASSAU CO. BOARD OF CO. COMMISSIONERS  
 Address P.O. BOX 1010  
 City FERNANDINA B. State FL ZIP 32035  
 Phone 904 491-3610

Date 11/21/2000  
 Order No. \_\_\_\_\_  
 Rep JOHN PINE  
 FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
	DEVELOPER AGREEMENT 00338-NASSAU CO. JUDICIAL COMPLEX <b>ACCOUNT CODING</b>		\$283,089.44
1	<b>WATER PLANT CAPACITY FEE</b> C00L0019043NAS	\$31,181.86	
1	<b>SEWER PLANT CAPACITY FEE</b> C00W0019031NAS	\$122,743.13	
1	<b>DEVELOPER OFF-SITE REBATE</b> 253000	\$92,661.45	
1	<b>ADMINISTRATIVE FEE</b> C00D338COMMON	\$11,613.00	
	C00P338COMMON	\$24,890.00	
<p><b>NOTE: CASHIERS-PLEASE FORWARD DEVELOPER AGREEMENTS WITH COPY OF CHECK TO THE NEW BUSINESS DEPARTMENT</b></p>			

**Payment Details**

- Cash
- Check
- Credit Card

Name \_\_\_\_\_

CC # \_\_\_\_\_

Expires \_\_\_\_\_

SubTotal	
Shipping & Handling	\$0.00
Taxes State	
<b>TOTAL</b>	<b>\$283,089.44</b>

Office Use Only

PLEASE RETURN THIS INVOICE, ALONG WITH BOTH EXECUTED DEVELOPER AGREEMENTS, AND CHECK, TO ABOVE ADDRESS. AN EXECUTED DEVELOPER AGREEMENT WILL BE SENT BACK TO YOU FOR YOUR RECORDS